



Please sign and either post to Hean Studio, or email to: enquiries@heanstudio.com

TERMS OF BUSINESS

Thank you for coming to HEAN Studio Limited for your specialist casting of precious metals. Please complete the section below and return either by post or email to enquiries@heanstudio.com.

Conditions of Trading

These conditions shall apply to every contract entered into by HEAN Studio Limited for the sale of goods to or the undertaking of work on behalf of any person, firm, or company. The placing of an order by the customer shall be deemed to be an acceptance of these conditions of trading notwithstanding any purported terms put forward by the customer.

Terms of Payment

New client orders will be administered on a pro-forma basis for at least the first 6 orders and account facilities will be granted at the discretion of the company.

All prices quoted and invoiced by HEAN Studio Limited are strictly net.

All listed and/or quoted prices are subject to alteration without prior notice. Goods will be charged at prices ruling at the date of dispatch, plus all duties and levies and value added and other taxes as appropriate.

Except when otherwise specified in HEAN Studio Limited's quotation, payment for all goods sold, or services performed by HEAN Studio Limited shall be due 30 days after the invoice date. For the purpose of this condition only, the dispatch of the goods by HEAN Studio Limited shall be deemed to be delivery thereof.

If any sum remains unpaid after the end of the month following that in which the goods or services to which it relates were delivered or performed the customer will pay a surcharge of 2% of the unpaid sum for each month or part of a month during which it remains unpaid as aforesaid. Any such surcharge will be due for payment immediately on invoice by HEAN Studio Limited and will itself be liable to surcharge as above failing payment prior to the end of the month in which invoiced.

Pro-forma orders will not be dispatched until paid for if within ten working days of receipt of the invoice for the goods. If payment is not made the goods will be scrapped and the casting charge plus 3% by weight restocking charge will be billed.

Persistent problems with unpaid invoices may result in the account being returned to payment on proforma status.

Delivery

Whilst every effort will be made to meet estimated delivery dates, we regret that we are unable to accept responsibility for any delays beyond our control or any consequential or other loss or damages suffered by the customer arising there from. Time shall not be the essence of the contract.

Risk and Property

Risk or damage to or loss of goods supplied by us shall pass to the customer in the case of goods to be delivered at our premises, at the time when we notify the customer that the goods are available for collection, or in the case of goods to be delivered otherwise than at our premises at the time of delivery, or if the customer wrongfully fails to take delivery of the goods at the time when we tender delivery of the goods.

The customer shall hold the goods as our fiduciary agent and bailee and shall keep the goods separate from those of the customer and third parties and properly stored, protected and insured and identified as our property.

The customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods, which remain our property, but if the customer does so all monies due to us from the customer shall (without prejudice to any other right or remedy we may have) forthwith become due and payable.

Conditions regarding Moulds / Tools

Except where otherwise agreed by HEAN Studio Limited in writing, all moulds and other items made by HEAN Studio Limited for the execution of the customer's order will remain the property of HEAN Studio Limited notwithstanding any charge made to the customer in respect thereof. However, if a customer requests return of all or any moulds, it shall be at the discretion of HEAN Studio Limited,

subject to the provision that (a) we shall first be entitled to break the mould, and (b) delivery of the broken mould(s) shall be at the customer's expense.

Cold moulds tend to have a shelf life of 3-4 years only, therefore HEAN Studio Ltd cannot be held responsible if moulds need to be replaced.

Own Waxes

On request we will cast customers own waxes but do so entirely at the risk of the customer. We would recommend that a mould is made of any hand carved wax to enable copies to be made in the event of loss in the casting process, however, moulding of delicate waxes may not be possible. A spruing charge will apply.

Conditions regarding Design / Copyright

To the best of HEAN Studio Limited's knowledge goods sold to the customer will not infringe any registered design or copyright of any third party, but HEAN Studio Limited shall in no circumstances be liable in respect of any such infringement constituted by the use of the goods.

Quality Warranties and Liabilities

We undertake to use our best endeavours to ensure sound materials and craftsmanship.

We shall not be liable for any consequential or indirect loss suffered by the customer whether this loss arises from a breach of a duty in contract or tort or in any other way.

Our total liability for any one claim or for the total of all claims arising from any one act or default (whether arising from our negligence or otherwise) shall not exceed the contract price.

The nature of the technology of casting precious metals is such that some faults do not show up until final polishing is undertaken. Whilst we seek to minimize the possibility of faulty goods being shipped by performing frequent polishing tests, customers should undertake their own tests prior to incurring the cost of setting etc. as we will not be liable to reimburse all or part of the costs.

Cancellation of Orders

Cancellation of orders will only be accepted on the condition that all expenses and costs incurred by HEAN Studio Limited up to the time of cancellation, including loss of profits, will be reimbursed in full by the purchaser forthwith.

Inactive Accounts

All accounts not used for over 2 years will be made 'Inactive'. To 'Reactivate' the account, a newly signed 'Terms of Business' must be completed, and the customer set to proforma payments.

Statements

Statements will be sent to the email address listed below along with general communications.

Please complete in BLOCK CAPITALS

Company Name: _____

Contact Name: _____

Position: _____

Address: _____

Telephone: _____

Mobile: _____

Email: _____

How did you hear about us? _____

Signed: _____ Date: _____