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Vfx-store terms and conditions.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE. All users of this site agree that access to and use of this site are subject to the following terms and conditions and other applicable law. If you do not agree to these terms and conditions, please do not use this site.

Prices

Vfx-store makes every endeavour to maintain the prices at the current printed price list level, but they are subject to change without prior notice. In all cases, the price payable for goods ordered will be the price prevailing at the date of despatch.

The price of goods in the current printed price list includes transit insurance within the UK but excludes VAT and the cost of packing and delivery. Unless otherwise stated, all pricing is unit pricing.

Orders

Orders should be placed in accordance with the instructions in the current Vfx-store catalogue. Nothing in the Vfx-store catalogue or printed price list constitutes an offer to sell and customers' orders will be accepted at the discretion of Vfx-store. Notwithstanding any statement to the contrary within a customer's order, such an order shall be deemed to be an offer to purchase on these terms and conditions. There is no minimum order charge, but we reserve the right to levy a nominal surcharge to cover our administration expenses on orders under £20.00.

Specifications

While every effort has been made to ensure the accuracy of the description and specification of the goods in our current catalogue, we reserve the right to change these specifications without notice. All specifications, drawings, photographs and particulars of weights and dimensions made available by Vfx-store are approximate only and the descriptions and illustrations contained in Vfx-store's catalogue, price list or publicity material are intended only to present a general idea of their subject matter and none of these shall form a part of the Contract.

Delivery

The normal method of delivery of goods is by post, unless the nature or weight of the goods renders this method impractical.

Insurance

The price for goods includes carriage insurance within the UK for the price paid, which may be claimed subject to the conditions under Claims below. The goods are at the customer's risk upon despatch from Vfx-store.

Net monthly account

Vfx-store accepts Visa, Mastercard, Delta, and American Express credit cards on this website. For other credit cards, please use our Paypal (tomi.keeling@gmail.com)

Net 30 Credit Accounts are available to major broadcasters, established businesses and local authorities subject to account application approval. Shipments made in installments will be invoiced accordingly, and must be paid when due. We reserve the right to withhold supplies to clients with overdue accounts.

Export

Export customers should contact us with details of their requirements and preferred method of shipment. Vfx-store will issue a pro-forma invoice including FOB charges and carriage costs to UK point of export. Please note that transit insurance is not provided by Vfx-store for goods destined for delivery outside the UK and that the cost of delivery is not, in any case, included in the price of the goods. Export goods are at the risk of the customer upon despatch from Vfx-store.

The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on them. Unless otherwise agreed by the Seller, payment of all amounts due to the Seller shall be made in advance in full and direct to the Seller. Shipment will commence, on production, of cleared funds.

Title

In no case will the property in the goods pass to the purchaser until payment has been made to Vfx-store of the full Contract price.

Guarantee

In the event that you are dissatisfied for any reason with catalogue item goods, they will be replaced, or your money refunded in full, as long as the goods are returned to us, carriage paid, within seven days of the delivery note date, undamaged and, where appropriate, in the original packing. In addition, we guarantee that we will, at our option, refund the purchase price of faulty goods or repair or replace the same, subject to the claim being made in writing to us with 12 months of the sale by Vfx-store. This guarantee shall be in

lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of the goods. Where the goods are of a type ordinarily bought for private use and are purchased for us other than in the course of business, our conditions of sale do not limit or exclude your statutory legal rights in case the products are faulty.

In the event you do return any goods to Vfx-store, for any reason, please include a covering note giving your name, address and telephone number, together with original invoice or delivery note number and the reason for return.

Any items returned which were brought in to special order may be subject to a restocking charge at our discretion.

Claims

All insurance claims for transit damage or short delivery must be notified in writing to Vfx-store within seven days of delivery. All claims for non-delivery must be notified in writing to Vfx-store within seven days of receipt of invoice. All Guarantee claims must be notified to Vfx-store within twelve months of the sale by Vfx-store of the goods concerned and these goods returned to us, carriage paid and appropriately packaged, within that period, accompanied by a covering note giving date of purchase from Vfx-store, the original invoice or delivery note number which refers and the nature of any claimed defect.

If these requirements are not complied with, our Guarantee shall not apply and we shall be discharged from all liability arising from the supply of faulty goods.

Liability

Save as provided expressly above or otherwise required by statute, we shall not be under any liability whether in contract, tort or otherwise and whether or not resulting from our negligence or that of our employees, in respect of goods delivered or for any damage or loss resulting from such defects. We shall not be under any liability for damage, loss or expense resulting from the failure to give advice or information or the giving of incorrect advice or information, whether or not due to our negligence or that of our employees. In no event shall any breach of contract on our part or tort including negligence or failure of any kind on our part or that of our employees give rise to any liability for loss of revenue or consequential loss or damage arising from any cause whatsoever.

Interpretation

The Contract shall in all respects be subject to and construed in accordance with English Law and the English Courts shall have sole jurisdiction in all matters arising out of the Contract.

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Typographical Errors

In the event that a www.vfx-store.co.uk product is mistakenly listed at an incorrect price, www.vfx-store.co.uk reserves the right to refuse or cancel any orders placed for product listed at the incorrect price. www.vfx-store.co.uk reserves the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase

and your order is cancelled, www.vfx-store.co.uk shall issue a credit to your credit card account in the amount of the incorrect price.

Termination

These terms and conditions are applicable to you upon your accessing the site and/or completing the registration or shopping process. These terms and conditions, or any part of them, may be terminated by www.vfx-store.co.uk without notice at any time, for any reason. The provisions relating to Copyrights, Trademark, Disclaimer, Limitation of Liability, Indemnification and Miscellaneous, shall survive any termination.

Notice

www.vfx-store.co.uk may deliver notice to you by means of e-mail, a general notice on the site, or by other reliable method to the address you have provided to www.vfx-store.co.uk

Miscellaneous

Your use of this site shall be governed in all respects by the laws of the United Kingdom, without regard to choice of law provisions, and not by the 1980 U.N. Convention on contracts for the international sale of goods. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to this site (including but not limited to the purchase of www.vfx-store.co.uk products) shall be in the United Kingdom. Any cause of action or claim you may have with respect to the site (including but not limited to the purchase of www.vfx-store.co.uk products) must be commenced within one (1) year after the claim or cause of action arises. www.vfx-store.co.uk's failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions. www.vfx-store.co.uk may assign its rights and duties under this Agreement to any party at any time without notice to you.

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Participation Disclaimer

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Indemnification

You agree to indemnify, defend, and hold harmless www.vfx-store.co.uk, its officers, directors, employees, agents, licensors and suppliers (collectively the "Service Providers") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the site using your Internet account.

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