

TERMS AND CONDITIONS

1. **Scope**
 - 1.1 In these terms and conditions ("Terms"), "Client" means the person, firm or company to whom any work or process and/or the supply of materials are being provided ("Services"); "AMG" means Ascent Media Group Limited, any trading division of Ascent Media Group Limited and any company that is a member of the same group of companies as Ascent Media Group Limited within the meaning of section 736 of the Companies Act 1985 the identity of such company being stated on the order form or written quotation relating to such services and/or materials ("Group Company") or, in the absence of an order form or written quotation, the Group Company providing such particular services and/or materials,
 - 1.2 These Terms apply to every contract for the provision of Services by AMG to the Client to the exclusion of any other terms and conditions proposed or referred to by the Client (unless specifically agreed in writing by AMG) and the supply of Services by AMG shall not constitute acceptance of any other terms and conditions.
 - 1.3 These Terms constitute the entire agreement between AMG and the Client and shall apply to the exclusion of any non-fraudulent representation, whether express or implied, written or oral made by or on behalf of AMG.
 - 1.4 In these Terms, unless notified to the contrary in writing, AMG shall be entitled to rely on instructions given to AMG by any third party (including without limitation any advertising agency) purportedly on the Client's behalf.
2. **Orders, Cancellation and Quotations**
 - 2.1 All orders shall be placed using the Client's authorised Purchase Order and no order will be binding on AMG unless or until such order has been accepted by AMG in writing, save that verbal orders may be accepted at AMG's discretion. Once accepted, an order may not be cancelled other than with AMG's written consent and each order placed will create a separate contract which will be automatically governed by these Terms.
 - 2.2 In the event of any cancellation request being received and permitted by AMG more than 7 days prior to the date the services are due to commence, AMG shall be entitled to payment of 80% of the estimated fees for such service. Any cancellation received and permitted less than 7 days before the date the services are due to commence shall be charged in full.
 - 2.3 Unless expressly stated otherwise, a quotation is valid for 30 days only from the date of the quotation.
3. **Price and payment**
 - 3.1 Unless AMG has given a written quotation, all work will be done at AMG's rate card current at the date an order is received from Client. Whilst given in good faith, AMG shall not be bound by any estimate of price. All prices are subject to value added tax payable by the Client at the appropriate rate.
 - 3.2 Unless AMG has agreed in writing, Client shall be required to pay (in Pounds Sterling by Bankers Automatic Clearing Service) 50% of the estimated fees on acceptance of the order and the final balance on delivery or, if earlier, notification that the goods are ready for delivery.
 - 3.3 AMG may in its sole discretion agree to grant the Client credit. AMG shall be entitled to trade and/or bank references to consider any credit application. Where AMG has agreed in writing to a credit arrangement, the Client shall pay all charges in full within 30 days of the date of the invoice.
 - 3.4 If any sum payable by the Client shall not be paid by the due date for payment, AMG shall be entitled to:
 - (a) interest on all outstanding sums at the rate of 3% per annum above the base rate of National Westminster Bank plc from the due date until the date of payment and such interest shall be payable on demand; and
 - (b) withdraw any applicable discounts and to charge the full amount in accordance with the current rate card.
 - 3.5 Any query alleging a defect in the Services or relating to an invoice must be respectively raised in writing within 7 days of the Client becoming aware of the alleged defect or within 30 days of such invoice.
 - 3.6 AMG shall be entitled to retain possession of any materials created by AMG in the course of providing the Services ("Materials") until payment has been received in full from the Client.
 - 3.7 Until AMG has received payment in cleared funds for the Services:
 - (a) legal title to all Materials produced in the course of such Services shall remain with AMG (notwithstanding delivery or the passing of risk to the Client);
 - (b) AMG shall have a general lien over all materials in its possession belonging to the Client ("Client Materials"); and
 - (c) the licence granted by AMG to the Client pursuant to Clause 5.3 shall not take effect.
 - 3.8 Furthermore, legal title to the Material shall remain with AMG until AMG has received payment in cleared funds of all charges due for all Services rendered by AMG to the Client.
 - 3.9 In the event of any monies remaining outstanding from the Client to AMG after the expiry of 14 days after such monies becoming due or if any step is taken by or against the Client pursuant to the Insolvency Act 1986:
 - (a) AMG shall be entitled to exploit or dispose of all Materials and Client Materials in its possession, retain the net proceeds of sale against such outstanding monies, and shall account to the Client for the balance (if any) remaining; and/or
 - (b) the Client shall forthwith upon demand deliver to AMG any Materials, ownership of which remains with AMG, and in any event AMG shall be entitled to re-possess the same and for such purpose the client grants to AMG an irrevocable licence to enter into the premises of the Client, without being liable for any damage caused thereby.
 - 3.10 The Client shall not be entitled to make any deduction from any payment due to AMG in respect of any set-off or counterclaim.
4. **Completion and Delivery**
 - 4.1 In all cases, delivery shall be at AMG's premises. Risk shall pass to the Client on delivery.
 - 4.2 At AMG's sole discretion, AMG may agree (at the Client's sole expense and risk) to pack and despatch Materials to any address specified by the Client.
 - 4.3 AMG shall use all reasonable efforts to deliver in accordance with delivery dates but AMG shall not be liable for any loss or damages of any nature caused by any failure of AMG to meet any delivery date and time of completion and delivery shall not be of the essence.
5. **Intellectual Property**
 - 5.1 All copyright and other intellectual property rights of whatever nature resulting from the Services and/or any Materials shall remain vested in and be the exclusive property of AMG.
 - 5.2 Subject to AMG having received payment in full of all monies due, AMG grants the Client an exclusive licence to publish, copy, transmit, broadcast and otherwise use the Materials in an unmodified form (save that AMG shall have a right to publish, copy, transmit, broadcast and otherwise use the Materials for the purposes of promoting AMG).
 - 5.3 The Client grants to AMG a non-exclusive licence to edit, adapt, reproduce, receive, store, transmit or otherwise process or use in any way whatsoever the Client Materials for the purpose of providing the Services and refer to the Client and the title of the relevant Client project in AMG's advertising and/or promotions.
 - 5.4 The Client shall ensure that AMG is given screen credits in respect of the Services in a form approved in advance by AMG.
6. **Force Majeure**
 - 6.1 AMG shall not be under any liability to the Client as a result of AMG being unable to perform any of its obligations due to circumstances beyond its reasonable control including without limitation industrial action, act of god, fire, flood, storm, acts of civil or military authorities, war, terrorism, shortages of material or acts, omissions or failures of third parties or the Client. AMG shall at its sole option be entitled to either perform such obligations as and when it is reasonably able to do so or to treat itself as wholly or partly released from all such obligations or instructions without liability.
7. **Termination**
 - 7.1 Without prejudice to any other right or remedy which it may have, AMG shall be entitled to terminate its agreement for the provision of Services with the Client if:
 - (a) the Client is at any time in material or persistent breach of any of these Terms or any sum owing to AMG by the Client is overdue for 21 days or more; or
 - (b) the Client is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or has a trustee, receiver or an administrative receiver appointed over it or over any substantial part of its assets or has an order made or passes a resolution for its liquidation, dissolution or winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation, takeover or reconstruction) or enters into any voluntary agreement with its creditors or becomes bankrupt or files for voluntary bankruptcy or ceases or threatens to cease to carry on business or any analogous situation to any of the above occurs under the law of any jurisdiction.
 - (c) the Client Materials are not of the necessary technical standards to enable AMG to perform the Services.
 - 7.2 Upon termination for any reason whatsoever:
 - (a) the Client shall pay to AMG all sums owing in respect of Services already performed; and
 - (b) Clauses 1, 3, 5, 7.2, 8, 9, 10, 12, and 13 shall survive.
8. **Warranties and Liability**
 - 8.1 AMG shall use all reasonable skill and care in performing the Services.
 - 8.2 AMG hereby excludes to the fullest extent permitted by law any and all warranties, terms and conditions other than those set out expressly herein (whether express, implied by statute, contract, course of dealing or otherwise) including without limitation any implied warranties as to fitness for purpose or satisfactory quality.
 - 8.3 AMG shall not in any circumstance be liable for:
 - (a) any loss of business, goodwill, reputation, contracts, opportunities or profits (in each case whether arising in the normal course of events or AMG knew of the possibility of such loss);
 - (b) any indirect, consequential or special loss or damage;
 - (c) or any loss of quality attributable to any process carried out during the performance of the Services.
 - 8.4 The Client's particular attention is drawn to the fact that prices quoted for the work undertaken by AMG do not take any account of any special value of any Client Materials passed to, or stored by, AMG. Client acknowledges that the cost of insuring Client Materials against all risks to its full value (if such insurance could be obtained) would result in a substantial increase in AMG's prices for Services. Client will insure all Client Materials passed to AMG against all risks to their full replacement value (including any consequential loss they may suffer as a result of its loss or damage) and AMG accepts no liability whatsoever for any loss or damage caused by the default or negligence of its servants, agent or sub-contractors save that AMG shall on request refund the current purchase cost of any blank film stock or video tapes damaged or lost in its possession by reason of AMG's negligence or default.
 - 8.5 Save as set out above, AMG's total liability for any and all loss or damage arising out of or in connection with any contract for Services with the Client shall be limited to the total sums paid by the Client to AMG under such contract.
 - 8.6 Nothing herein shall be construed as excluding or limiting AMG's liability for death or personal injury caused by AMG's negligence.
 - 8.7 The Client shall indemnify AMG, its directors, employees, contractors and agents against any and all liability, costs, expenses, claims and demands of any nature whatsoever, arising out of or in connection with the Client's Materials and any acts or omissions of the Client, its employees or representatives, including without limitation any breach of these Terms.
 - 8.8 The Client warrants that:
 - (a) where AMG uses the Client Materials that it will not give rise to a breach of copyright trademark or any other proprietary interest of any third party; and
 - (b) the Client has made a security copy or second copy of the Client Materials and any master copy.
9. **Storage of Client Materials**
 - 9.1 AMG shall be entitled to destroy or dispose of any Client Materials not collected from AMG within six months after the completion of any Services and, until collected, such Client Materials shall be held by AMG at the Client's sole risk and liability.
 - 9.2 AMG will only store Client Materials on the written instructions of the Client subject to the Client paying (unless otherwise agreed in writing) monthly in advance storage charges at the rates published from time to time by AMG ("Storage Charges") and any Client Materials so stored will be stored at the Client's sole risk and liability.
 - 9.3 If the Client fails to take delivery of the Services and/or Customer Materials within 21 days of notification of completion of the Services, AMG will be entitled to charge and the Client obliged to pay Storage Charges.
10. **Confidential Information**
 - 10.1 The Client shall keep confidential and secure all information relating to AMG and the Services (the "Group Information") and shall not disclose such Group Information to any third party (other than its employees or professional advisors who need to know the same) without AMG's prior written consent save to the extent that any Group Information is a) in the public domain not through any fault of or disclosure by or on behalf of the Client; or b) required by law to be disclosed.
11. **Sub-Contract**

AMG reserves the right to sub-contract at its discretion and without notice to the Client.
12. **Licence to Occupy**

Any occupation of AMG's premises by the Client will:

 - (a) not confer exclusive occupation on the Client who shall occupy as licensee only;
 - (b) not create any relationship of Landlord and Tenant;
 - (c) be personal to the Client; and
 - (d) (unless otherwise agreed) be subject to the payment of a licence fee as imposed by AMG.
13. **General**
 - 13.1 Any notice given under these Terms may be served by posting the same by ordinary recorded delivery or registered mail, in an envelope pre-paid and addressed to the recipient at the address of the recipient last known to the sending party. Such notice so posted shall be deemed to be served on the 2nd day after the same was posted.
 - 13.2 No variation, qualification, addition or amendment of these Terms shall be valid unless made in writing and signed by an authorised person on behalf of each party.
 - 13.3 The invalidity of any of these Terms shall not affect the continuing enforceability of the remaining Terms.
 - 13.4 No failure or delay by AMG in exercising any of its rights under these Terms shall be deemed to be a waiver of such breach or any subsequent breach of the same or any other term.
 - 13.5 These Terms shall not be taken to constitute a partnership or the relationship of employer and employee.
 - 13.6 Subject to clause 13.7, a person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms but this does not affect any right or remedy of any third party which exists apart from that Act.
 - 13.7 Each Group Company may enforce these Terms to the extent that it has provided Service and or Materials to the Client.
 - 13.8 These Terms and each contract between AMG and the Client shall be governed by English law and subject to the exclusive jurisdiction of the English courts.

KODAK LIMITED TERMS & CONDITIONS OF SALE

1. **Definitions and interpretation:** In these Conditions, unless the context otherwise requires:- (a) “**Kodak**” means Kodak Limited with registered office at Hemel One, Boundary Way, Hemel Hempstead, Herts, HP2 7YU; (b) “**Customer**” means the purchaser of the Goods; (c) “**Conditions**” means these terms and conditions of sale; (d) “**Goods**” means products, work, and/or services which Kodak is to supply to the Customer under these Conditions; (e) “**Order**” means the Customer’s order or contract incorporating these Conditions; (f) headings in these Conditions are for convenience only and shall not affect their meaning or interpretation; (g) words: (i) having the singular meaning include the plural meaning, (ii) denoting any gender include all genders, (iii) denoting persons include firms and corporations; and in each case vice versa; and (h) references to “writing” or similar expressions includes a reference to facsimile or electronic mail.

2. **Applicability of Conditions:** Kodak accepts quotations and orders subject to these Conditions, which shall not be varied except in writing by a Kodak authorised representative. Provisions in Customer’s Order conflicting with these Conditions are excluded. If applicable, special terms of business are set out in Kodak catalogues, price lists, or other literature. The Order, Conditions and any written variations contain the entire agreement for the supply of Goods and override all prior agreements and understandings and Kodak and the Customer acknowledge that they do not rely on any other representation, warranty or promise and waive any claim in respect of them. Kodak may substitute materials, components and units without notice unless they are expressly specified in an Order. Kodak’s specifications, drawings, weights, dimensions are approximate only and not contractual.

3. **Delivery:** Kodak may vary minimum order quantities and values at any time. Goods are delivered at Kodak’s risk and expense unless Customer stipulates a special delivery method in which event Goods are delivered at the Customer’s risk and an extra delivery charge may be made. For heavy equipment where the price quoted includes delivery this means delivery to Customer’s ground floor unless otherwise agreed. Quoted delivery times are estimates only and Kodak shall not be liable for failure to deliver within such time.

4. **Damage, shortage, loss in transit and returns:** (a) Customer shall inspect the Goods immediately on arrival to ensure compliance with the Order. Customer shall, within 7 days of delivery give Kodak written notice of any damage or defect reasonably apparent from an inspection. (b) Customer must notify Kodak in writing of non-delivery or invoice queries within 14 days of the Goods invoice date. (c) Customer shall give Kodak written notice of any defects in Goods not reasonably apparent on inspection within 48 hours of the Customer discovering such defects. (d) On Kodak’s request Customer will provide samples of allegedly defective Goods or permit Kodak’s employees to examine them. (e) If the price quoted includes delivery, where Kodak is satisfied that the Goods were damaged or defective when delivered, or lost in transit, Kodak will repair or replace them free of charge or at its discretion credit the Customer with the price of the Goods. Any Goods replaced or credited shall be returned to Kodak. (f) Goods may only be returned with Kodak’s prior agreement when Kodak will arrange collection and issue a collection note. Kodak drivers or delivery carriers are not authorised to collect Goods for return without Kodak authorisation. (g) Goods shall in all respects be deemed to be in accordance with the Order and the Customer shall be bound to accept and pay for them unless the Customer has notified Kodak of damage, defects or non-delivery in accordance with this Clause and followed the procedures laid down, otherwise Kodak shall have no liability.

5. **Instalments:** (a) Kodak may deliver the Goods in instalments. Each instalment will be treated as a separate contract. (b) Each instalment shall be paid for in accordance with Clause 7 on the due date as a condition precedent to further deliveries. (c) Any defect in

any instalment of Goods shall not be grounds for cancellation of the remaining instalments.

6. **Prices:** (a) Kodak may vary prices at any time without notice. Unless Kodak has agreed a firm price, Goods are sold at the prices ruling when Kodak accepts an Order. All prices are exclusive of any applicable VAT. (b) In the event of significant increases in fuel, transportation or material costs Kodak may on written notice introduce a reasonable surcharge to cover these increased costs.

7. **Payment terms and interest:** (a) Payment is due on or before the date stated on Kodak’s invoice. Unless otherwise agreed all quoted prices are net and shall be paid by electronic funds transfer. (b) Until a credit account is established, all business with new Customers is on a payment with Order basis. Any grant of credit facilities is conditional on Kodak receiving payment in cleared funds on or before the due date and if not paid when due Kodak may withdraw credit facilities, in which case all outstanding amounts will immediately become due and payable. Time for payment is of the essence of the contract. (c) Kodak may appropriate any payments received that do not refer to a particular invoice to any outstanding invoice. (d) Kodak may charge interest on any overdue amounts at the interest rate allowed by the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002 together with other sums permitted to be claimed thereunder from the due date until Kodak receives payment.

8. **Passing of risk and ownership:** (a) Risk of loss of, or damage to, the Goods shall pass to the Customer on delivery to the Customer or to any person whom Kodak reasonably believes to be authorised by the Customer to receive the Goods. (b) Ownership of the Goods shall not pass from Kodak until (i) Kodak has received full payment for the Goods plus VAT in cleared funds and no other sums whatever shall be due from the Customer to Kodak; or (ii) until the Customer sells the Goods in the ordinary course of business at full market value prior to revocation of the Customer’s power of sale; whichever first occurs. (c) Until ownership passes under Clause 8 (b), the Customer shall hold the Goods on a fiduciary basis as bailee for Kodak. The Customer shall store the Goods (at no cost to Kodak) separately from all other goods in its possession in such a way that they are clearly identified as Kodak’s property. On Kodak’s request the Customer shall promptly inform Kodak of the location of the Goods. (d) The Customer shall not transfer the Goods to a third party or pledge or in any way charge as security any of the Goods owned by Kodak and without prejudice to Kodak’s other rights if the Customer does so all sums whatever owing by the Customer to Kodak shall immediately become due and payable. (e) Customer’s power of sale shall be automatically revoked if any of the circumstances set out in Clause 16 (c) occur. (f) Until ownership of the Goods passes from Kodak the Customer shall upon request deliver up to Kodak any Goods owned by Kodak. If the Customer fails to deliver the Goods Customer irrevocably authorises Kodak and its representatives to enter any premises where Kodak reasonably believes the Goods to be situated to repossess them at the Customer’s expense. Kodak can carry out any works to premises (at the Customer’s expense without being liable to reinstate) necessary to remove the Goods. (g) Kodak can recover the price of the Goods (plus VAT) even though ownership of the Goods has not passed from Kodak.

9. **Resale:** Goods are supplied on condition that the Goods: (a) shall remain in their original packaging and any marks or reference numbers shall not be covered, defaced, altered or erased; (b) shall normally be resold at any trade level only by qualified personnel and in premises suitable for their storage, display and sale under satisfactory conditions; (c) may be exported or resold for export within the European Economic Area (“EEA”) at prices determined by the parties concerned. Goods shall not be exported nor resold for export outside the EEA while the law in force allows this restriction.

10. **Warranty and limitation of liability:** (a) Kodak warrants that (i) it has the right to sell the Goods to the Customer; and (ii) at the time of

delivery, and for a period of 2 calendar months after delivery, or during the Goods warranty period if longer, the Goods will correspond with their specification and be free from defects in material and workmanship. Any further conditions or warranties (whether express or implied by statute, common law or arising from conduct or a previous course of dealing or trade custom or usage) as to quality, or fitness for any particular purpose, are expressly excluded. (b) Kodak's warranty shall not apply in relation to any defect arising from fair wear and tear, the acts, omissions, negligence or defaults of the Customer or the Customer's employees or agents, failure to comply with operating instructions or other recommendations of Kodak as to the storage, handling and/or use of the Goods, wilful damage, use not in accordance with the purpose for which they were designed, abnormal working conditions, misuse or alteration or repair of the Goods other than by persons authorised by Kodak. Where the Customer provides a specification for Goods to be manufactured by Kodak, Kodak shall not be liable for any defect in the Goods caused by compliance with that specification. (c) Subject to the provisions of this Clause and Clause 4 (g), Kodak's liability for breach of the warranty set out in Clause 10 (a) (ii), is, at Kodak's option, limited to the repair, replacement or crediting of the full price of Goods that directly gave rise to the claim. (d) If Kodak is held to be legally liable for any breach of these Conditions or the Order, or if Kodak shall become legally liable to the Customer in any way whatsoever, then the liability of Kodak in respect of any or all causes of action shall in no circumstances exceed the price paid or due from the Customer for the specific Goods that directly gave rise to the claim. (e) The Customer shall on no account have a claim for compensation or damage that does not directly relate to the Goods as such, for example loss of production, loss of use, lost orders, profit or revenue or any other indirect or consequential loss or damage of any kind. This exclusion of liability shall not apply insofar as mandatory law provides otherwise. (f) Customers are not entitled to cancel or withdraw from any contract or withhold payment of invoices or make deductions on account of Goods claimed to be defective. (g) Nothing in these Conditions shall affect any liability, which Kodak may have in respect of the death of, or personal injury to, any person resulting from Kodak's negligence or operate to limit or exclude any liability for fraud.

11. **Safety information:** Where the Goods are for use at work the Customer shall ensure that all safety information relating to the Goods provided by Kodak is passed to the Customer's employees or, where the Goods are for resale, to the subsequent purchaser. The Customer shall not alter, mask or remove any safety information from the Goods.

12. **Advertising:** If Kodak provide the Customer with advertising and/or display material this is for the Customer's business use only at addresses approved for the sale of Goods. The Customer must not imply that it is an agent of Kodak and terms such as "Kodak Agent", "Kodak Depot" or "Kodak Shop" shall not be used. Customers considering advertising are invited to consult Kodak.

13. **Software:** Any software supplied with the Goods may be subject to a Kodak End-User License Agreement ("EULA") in which case the EULA terms and conditions shall apply to such software. In the event of conflict with the Conditions the terms of the EULA shall prevail. If the Customer sells or transfers any Goods in which any software operates, Kodak shall offer to license such software, and to provide relevant support services, to any bona fide end user subject to Kodak's then current standard terms, conditions and fees, provided that such end user is not considered, in Kodak's discretion, a competitor of Kodak or its affiliates or subsidiaries. If software is licensed to an end user under this Clause, Customer's license to use the software shall be deemed terminated. In the case of Kodak consumer digital products, distributors and resellers shall have the right to sell the Goods with the software included but shall have no licence to use the same.

14. **Intellectual property:** (a) Intellectual property rights associated with the Goods belong to Kodak (except where owned by a supplier of Kodak) and are reserved by Kodak on the sale of Goods. (b) The Customer shall not exercise or purport to exercise any rights, powers, privileges and immunities conferred on the proprietor of any intellectual property rights subsisting in or associated with the Goods, including the right to sue for damages or other remedies in respect of any infringement. (c) Customer shall keep confidential and not disclose to third parties information, drawings, designs or manuals received from Kodak in relation to an Order or the Goods and either marked as "confidential" or "proprietary" or which should reasonably be considered to be confidential.

15. **Data protection:** The Customer consents to the processing of its personal data by Kodak and to the transfer by Kodak of its personal data to countries outside the EEA.

16. **Breach:** If the Customer shall:- (a) fail to perform any obligation; or (b) fail to pay on the due date; or (c) commit an act of bankruptcy, have an Administrator or Administrative Receiver appointed, or enter into liquidation, compulsory or voluntary (except for the purpose of amalgamation or reconstruction of a solvent limited company), or cease to trade or threaten to cease to trade, or if Kodak has serious doubts as to the Customer's solvency; Kodak be entitled (without prejudice to its other rights) to suspend or cancel further performance of any Order without liability to the Customer.

17. **Miscellaneous:- Force majeure:** Kodak shall have no liability for a failure to meet its obligations to the extent that this failure is directly or indirectly due to riot, terrorism, government act or regulation, fire, flood, explosion, machine breakdowns, materials shortages, transportation or working difficulties, accident, strike, lock-out or pay dispute or any other event beyond the reasonable control of Kodak and the period of time for Kodak to fulfil any Order shall be correspondingly extended. If deliveries are suspended for 3 months or more, Kodak or the Customer may, at its option, exercisable by notice in writing to the other, cancel Orders that have not been despatched at the date of such notice. **Amendments:** Kodak reserves the right to alter or amend these Conditions or any special terms generally or for any particular class of Goods or customer by written notice to the Customer. **Severance:** If any provisions of these Conditions or any Order shall be found to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of such terms, which shall remain in full force and effect. **Set-off:** All amounts due to Kodak shall be paid in full without any deduction or withholding and the Customer shall not assert any set-off or counterclaim against Kodak to justify withholding payment in whole or in part. Without waiver or limitation of any of its rights or remedies where Kodak has incurred any liability to the Customer, whether under the Order or otherwise, Kodak may set off the amount of such liability, including any applicable VAT payable, against any sums owed at any time by the Customer to Kodak. **Notices:** Any notice under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address within the United Kingdom as may at the relevant time have been notified in writing to the party giving the notice as being the address for service. **Assignment:** Customer shall not assign its rights and obligations under any Order nor delegate any performance without Kodak's prior written consent. Kodak is a member of a group of companies whose holding company is Eastman Kodak Company and Kodak may at any time transfer or perform any of its obligations or transfer or exercise any of its rights through any other member of its group. **Waiver and remedies:** Any failure or delay of Kodak in exercising a right or remedy does not constitute a waiver of them and Kodak shall be entitled to subsequently enforce them. **Governing law:** The Conditions, Order and any contract of sale which incorporate these Conditions shall be governed by English Law and the parties submit to the non-exclusive jurisdiction of the English Courts.