



## General

In these conditions of contract the following words and expressions have the meanings respectively set out opposite them:-

"The Company"	Playsound Services Ltd
"Customer"	the person, firm company or other body whom the Order is made;
"Contract"	the contract formed by the acceptance of the Order;
"Goods"	the articles or services sold or supplied or any of them described in the Order;
"Order"	the Order placed by the Customer for the supply of the Goods;
"Price"	the total price payable by the Customer for the Goods including all additional sums otherwise payable;
"Confirmation of Order"	the written acceptance by the Customer of the Order;
"Certificate"	where the Goods are installed by the Company a certificate provided by the Customer acknowledging that the Goods have been installed in accordance with the Contract;

All quotations are given, Orders accepted and Goods supplied to the Customer on these conditions which shall form part of and govern the contract of sale made pursuant to such quotation or Order. These conditions supersede any earlier conditions issued by the Company and shall exclude any other terms or conditions which the Customer may seek to impose.

No variation may be made to the Contract except with the agreement in writing of the Company.

## Standards

Where the Company is asked to manufacture or supply Goods to the Customer own specification, the Company will not be held responsible for any non-compliance to the relative standards for those Goods and is not responsible for the actual suitability of those Goods for the purpose being used.

## Quotations and Orders

All quotations are subject of Value Added Tax, if applicable and any other tax duty or levy imposed at the rate applicable at the date of invoice.

All quotations are fixed for a period of 30 days from the date specified on the quotation but at the expiry of this period a quotation lapses and thereafter is not capable of forming the subject of an Order by the Customer.

Additions or alterations to Orders, however made, shall not be binding until confirmed by the Customer in writing. Cancellation of any Order will not be effective unless accepted by the Company in writing. However cancellation may only be accepted by the Company upon payment of any incurred costs the Company is liable for.

If the customer required any alterations to the order, the price will be varied accordingly

## Delivery

The Company shall not be liable for any loss or damage whatsoever whether direct or indirect or consequential or in whatsoever way arising which is or might be occasioned to the Customer arising out of or in any way due to any delay or default in delivery of Goods under the contract, however caused.

Unless otherwise agreed in writing, delivery will be made to the Customer's address specified in the Contract.

Delivery will be deemed to have taken place immediately the Goods arrive at the Customer's premises or are carried in a vehicle owned by the Customer, its servants or agents.

The Company is responsible for unloading the Goods on delivery, but this responsibility does not extend to the positioning of the Goods in any particular location on the Customer's premises for which, including the cost thereof, the Customer is solely responsible.

The Customer shall be responsible for all risks arising on and after delivery.

The Customer shall provide a safe and adequate route of access for any delivery purposes.

Notwithstanding delivery having been affected the Goods shall remain the sole and absolute property of the Company as legal and beneficial owner and the Company reserves the right to dispose of the Goods until payment in full for all the Goods has been received by the Company in accordance with terms of this contract. If such payment is overdue in whole or in part the Company may (without prejudice to any of its other rights) recover or resell the Goods or any of them and may enter upon the Customer's premises by its servants or agents for that purposes.

Without prejudice to the above the Company may request the Customer to provide information to enable the Company to deliver the Goods. If the Customer fails to do so within fourteen days of the request, the Company shall at the cost of the Customer, be entitled to have the Goods removed from the Customer's premises and stored or to store the Goods and charge the Customer for doing so.

## Acceptance of goods

The Company shall have no liability whatsoever for damage to, deterioration in, partial loss of the Goods in transit, or for shortfall of delivery, unless:-

- If the matter should have been apparent on a reasonable examination on delivery the Customer gives notice thereof to the Company within 7 days of delivery; or
- If the matter should have been apparent on a reasonable examination on delivery the Customer given written notice thereof to the Company within 14 days of delivery.

### Specifications and Performance

Any description or specification, drawing or particulars of dimensions and weights accompanying the quotations contained in the Company's catalogues or other advertising matter shall not form part of the Contract. The Customer shall provide all necessary information and drawings required by the Company for performance of the Contract.

Without prejudice to the foregoing, unless the Company and the Customer have agreed in writing that the Price shall include the cost of installation of the Goods the Customer shall be solely responsible for properly installing the Goods in accordance with the Company's written installation instructions and for ensuring that any equipment and/or structures used in conjunction with the Goods supplied by the Company are properly installed and in all respect suitable and adequate for such use.

The Company is not responsible for the performance of Goods if they are used in a manner or for a purpose or purposes for which they have not been designed.

### Guarantee

Provided that the Company is satisfied that any default or failure of the Goods has arisen solely from the use of defective materials or workmanship, the Company guarantees (at its option) either to replace the Goods or to repair defects of failures which appear within one year of delivery of the Goods or Contract completion date unless an annual maintenance package is taken out with the Company by the Customer the period of cover is extended to 5 years.

The Company's liability above is conditioned upon:-

- notice in writing being given to the Company immediately the defect or failure arises;
- the Goods having been maintained and served in a proper and satisfactory manner;
- the Goods having been used reasonably for the purpose for which they were supplied and not having been damaged by vandalism or modified in any way;
- the Goods having complied in all respects with all the terms and conditions of the Contract;

If alterations to the Goods are made without prior consent of the Company, the Company shall be under no liability for failure of the Goods and no allowance shall be made for any alterations made.

All default parts replaced shall become the property of the Company.

In the case of Goods or parts of Goods not of the Company's manufacture, this guarantee is limited or guarantee as is given by the makers thereof.

### Prices and Payments

All quotations are given and Orders accepted on the understanding that all Goods supplied will be charged at the prices ruling at the date of delivery. Prices will be held firm for deliveries made during the validity period of a quotation, but the Company reserves the right after the expiry of the period to invoice the Customer at the price ruling at the date of delivery.

Unless otherwise agreed in writing, the terms of payment are as follows:-

- Where the Contract provides for the supply of Goods only, payment of the price shall be due on the terms stated on the Company's invoice, which will be issued on despatch of the Goods from the Company's premises prior to delivery of the Goods to the Customer, or the removal of the Goods from the Company's premises for storage or their stored by the Company, or
- Where the Contract provides for the supply and installation of Goods, payment of the price shall be due on the terms stated on the Company's invoice, which will be issued on completion of the installation.

All payments shall be made in sterling to the address stated on the invoice.

The Company reserves the right to refuse to execute any Order or alter to above payment terms if the arrangements for payment on the Customer's credit are not satisfactory to the Company.

### Interest

If the Customer defaults in making payment of any sum due under the Contract it shall pay to the Customer interest at 4% per annum above National Westminster Bank plc's base rate from time to time on all outstanding amounts.

### Installation

This clause shall apply only where the Company and Customer have agreed in writing that the Price shall include the cost of installation of the Goods.

The Customer shall provide suitable access to and unhindered possession of the site.

Any price quoted for installation is calculated on the basis that the work will be carried out continuously during working hours. In the event that the work is delayed by interruptions, delays, overtime or any other cause whatsoever or by the Customer's instructions or lack of instructions the Company shall be entitled to charge a reasonable amount for extra costs incurred.

The Company shall notify the Customer when installation has been completed. Installation is deemed to be complete if the Goods are fit for use notwithstanding minor omissions or defects.

The Customer shall complete the certificate of satisfaction upon notification by the Company that the installation is complete. If the Customer fails to do so, provided the Goods and the installation thereof are to the reasonable satisfaction of the Company, the certificate will be deemed to have been signed by the Customer.

The Customer shall indemnify the Company against all costs and claims arising from damage or injury to persons or property occurring during the course of installation unless such damage or injury shall be proved to have been caused solely by the negligence of the Company, its servants or agents.

Time for completion of installation shall not be of the essence.

### Cancellation

The Company reserves the right to levy a cancellation charge of 35% of the order value in the event of the order being cancelled by the Customer. Please Note: Any such charge is non-negotiable and is solely at the discretion of the Company.

### Force Majeure

The Company shall not be liable in respect of any breach of the Contract due to any cause beyond its reasonable cause including Act of God, inclement weather, flood, lightning or fire, industrial actions or lockouts; the act of omission of government, highways authorities or other competent authority, war, military operations or riot; the act of omission of any part for whom the Company is not responsible.

### Confidentiality

All drawings, specifications or other technical data provided by the Company in connection with the Contract and all other material of similar nature supplied for any other purpose whatsoever shall remain the property and copyright of the Company and be treated as confidential by the Customer.

All patents, copyright and any other intellectual property rights in any drawings, specifications, technical data, models or other property used by the Company in connection with the Contract and any such rights in the design of Goods provided by the Company shall be and shall remain the sole property of the Company.

### Consents

The Customer shall obtain all and necessary consents required to fulfil the Contract (without prejudice to the foregoing) any government consents.

The Customer shall provide a copy of any such consent obtained by the Customer its servants or agents.

If the Customer is refused any such consent's the Customer shall notify the Company immediately.

### Set-Off

The Customer shall not be entitled by reason of any claim against the Company to withhold payment of the Price of the Goods or to claim any right of set-off against any payment due to the Company under this or any other contract.

### Determination of Contract

If the Customer shall make default in or commit breach of the Contract or of any other obligations to the Company, or if any distress or execution shall be levied upon the Customers property or assets, or if the Customer becomes subject to an order for bankruptcy or compounds with its creditors, or the Customer is a company and is deemed under Section 123 of the Insolvency Act and becomes insolvent and is unable to pay its debts, the Company shall have the right, by written notice to the Customer, to determine the Contract and/or any other contract then subsisting between the Customer and the Company and/or to suspend further deliveries of Goods under the Contract and/or any other between the Customer and the Company. Such right shall be without prejudice to any other claim or right the Company may otherwise make to exercise.

### Notice

Notice under this Contract shall be served personally or by prepaid first class post and shall be deemed to have been delivered (in the absence of evidence to the contrary) within 48 hours of posting.

### English Law

The Contract shall be governed by and interpreted in accordance with the laws of England and the Customer and the Company shall submit to the non-exclusive jurisdiction of either the High Court of Justice or a County Court, as is appropriate, in England in relation to any claim, dispute or difference which may arise hereunder.

