

TERMS AND CONDITIONS OF SALE

PLEASE BRING THE CONDITIONS BELOW TO THE ATTENTION OF THE PERSONS WITHIN YOUR ORGANISATION WHO ORDER OUR GOODS/SERVICES AND HANDLE OUR RELATED PAPERWORK.

In these Terms and Conditions, the following words have the following meanings:

The Company	Speakerbus Limited
Goods	All/any Goods/Services offered for sale by the Company
The Customer	Any third party(ies) who order or purchase Goods/Services from the Company

1. GENERAL

- (1) These Terms and Conditions apply to Goods provided by the Company to the exclusion of any other terms and conditions the Customer may seek to impose.
- (2) Acceptance in full of these Terms and Conditions is confirmed by the Customer ordering Goods from the Company.
- (3) No alteration, waiver or modification of these Terms and Conditions shall be valid unless signed by a duly authorised officer of the Company.

2. ACCEPTANCE OF ORDERS

- (1) The Company's quotations are valid only for a period of 60 days.
- (2) As soon as an oral or written order has been taken from the Customer by the Company, the Customer is bound to accept the Goods. The accepted order is then subject to written confirmation by a duly authorised officer of the Company. An accepted order may only be varied or cancelled with the Company's written consent which will not in any way prejudice the Company's right to recover from the Customer full compensation for any loss or expense arising from such cancellation.
- (3) Engagements made by the Company's agents or representatives are only valid when confirmed in writing.
- (4) Upon acceptance of an order, the Customer will be responsible for the provision of power or electrical infrastructure as well as the installation, patching, jumpering and testing of cabling to an agreed demarcation point.

3. PRICE AND PAYMENT

- (1) All orders are accepted and quotations made on the basis that the Goods will be charged at the prices ruling at the date of the order.
- (2) If between the date of the order and the date of despatch the cost of the Goods has increased or the value of Sterling has fallen against the relevant currency, the Company reserves the right to increase the price of the Goods accordingly without prior notice.
- (3) Prices stated in the Company's acknowledgement of the order for imported Goods are based on the relevant currency/Sterling exchange rate in force at the date thereof.
- (4) The exchange rate in force at any particular date will be the relevant currency/Sterling exchange rate published in the Financial Times on that date or, if no such rate is published, such exchange rate as the Company shall, in its reasonable opinion, determine.
- (5) Unless otherwise specified, prices quoted are exclusive of VAT and all other taxes and duties payable, except import tariff which is included in the price.
- (6) All orders are subject to credit approval before acceptance and periodical review of credit limits.

- (7) The Customer will make payment in full within 30 days of the date of invoice without any deductions, time for payment to be of the essence of the Contract. The Company reserves the right to make delivery subject to immediate cash payment.
- (8) Bills of Exchange, Banker's Drafts and Letters of Credit will be accepted only by prior agreement in writing and the Customer will be liable for any discounting or bank charges incurred.
- (9) A clerical mistake or a mistake arising from any accidental slip or omission in a Letter of Credit will not discharge the Customer from his obligation to pay for the Goods and the Customer will ensure that payment to the Company is made.
- (10) The Company reserves the right to charge compound interest at the rate of 2% per calendar month on all amounts overdue. The Customer will be liable for all costs incurred in the collection of the amounts outstanding after the due date of payment on a full indemnity basis.
- (11) If the Customer is in default in making payment, the Company may decline to make further deliveries without affecting its rights under, or repudiating the Contract. If despite default by the Customer, the Company continues to supply Goods, this will not constitute a waiver or in any way prejudice the Company's legal position.

4. SAMPLES

Samples are exhibited solely to enable the Customer to judge for himself the specification and quality of the Goods and not so as to constitute sale by sample. The Customer will take the Goods at his own risk as to their corresponding with the said sample and subject to the normal variation between bulk and sample.

5. DATA REGARDING GOODS

- (1) All Goods are supplied by the Company to the Customer according to data sheet specification and the Customer must use the Goods according to the specification. The Company will not accept responsibility for any defects caused by the Customer's use of the Goods outside their specification.
- (2) The Company does not warrant the accuracy of any data supplied to the Customer by the Company, its suppliers or agents.
- (3) Specifications, drawings and other documents relating to the Goods remain the property of the Company and may not be transmitted to a third party without the Company's written consent. All such documents must if so requested by the Company be returned to the Company if no order is placed with it or if an order is not accepted.

6. GOODS

If between the date of acceptance or the order and the date of delivery the Company or their supplier adopt any changes in construction or design of any Goods, the Customer will accept the Goods as modified. The serial number shown on any Goods is not part of the description of the Goods and is included solely for the Company's purposes.

7. QUALITY

- (1) Save as provided by the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 or any other superseding statutory provision, the Company will not accept liability for any defects in the Goods.
- (2) Notwithstanding Paragraph (1) above, the Company will only accept liability for any defect provided:

- (i) The Customer inspects the Goods immediately upon delivery and gives written notice to the Company of the alleged defect, such notice to be received by the Company within seven days of delivery of the Goods.
 - (ii) The Customer affords the Company a reasonable opportunity to inspect the Goods and if so requested by the Company and at the Company's option, returns a sample of all the allegedly defective Goods to the Company, carriage pre-paid, for inspection to take place there, or to the original supplier for testing and, if appropriate, a Return Authorisation.
 - (iii) The Customer makes no further use of the Goods that are alleged to be defective after the time at which the Customer discovers or ought to have discovered that they are defective.
- (3) Notwithstanding Paragraphs (1) and (2) above, the Company will not be responsible for:
- (i) Defects caused due to compliance by the Company with the Customer's own instructions.
 - (ii) Defects caused by the incorrect operation or handling by the Customer of the Goods.
 - (iii) Defects caused by the Customer using the Goods outside their specification or outside any published performance data.
- (4) If the Company is of the opinion that any Goods are defective, the Company may at its option:
- (i) Replace the Goods; or
 - (ii) Take such steps as the Company deems necessary to bring the Goods into a state where they are free from such defects; or
 - (iii) Issue at the Company's option either a partial or a full refund or credit note for the appropriate part of the purchase price, provided that the liability of the Company will not exceed the purchase price of the Goods.

Performance of any of the above options will constitute an entire discharge of the Company's liability under this warranty.

- (5) The Company will not accept the return of any Goods without written authorisation signed by a duly authorised officer of the Company.
- (6) Any Goods returned by the Customer to the Company must be returned in their original packing. Any damage to the Goods in transit thought to be caused by inadequate packaging will be borne solely by the Customer.
- (7) The company will ship the goods free of any virus.

8. PERFORMANCE IN INSTALMENTS

The Company may perform in instalments and each instalment will be deemed to be a separate Contract and no failure of or delay in any instalment nor any defect in the content thereof will entitle the Customer to treat the Contract a repudiated with regard to any remaining instalments.

9. DELIVERY

- (1) Every effort will be made to keep to any date specified for delivery but the Company accepts no liability in case of failure to do so. The Company will not be liable to make good any damage or loss arising directly or indirectly out of delay in delivery whether or not such delay is caused by the fault of the Company.
- (2) Unless acceptable specific instructions are received from the Customer, the Company may select a suitable carrier for the Goods. Delivery of the Goods to the carrier will constitute delivery to the Customer and the risk in the Goods shall pass to the Customer at this point.
- (3) If the Goods are to be collected by the Customer from the Company, the risk therein shall pass to the Customer as soon as the Customer or agent has been passed the Goods.
- (4) The specification for packing the Goods will be entirely at the discretion of the Company who may pack the Goods in such manner and with such materials and in such quantities as it in its absolute discretion thinks fit and will not be obliged to comply with the packing instructions or requests of the Customer.

- (5) If for any reason the Customer is unable to accept delivery of the Goods at the time when they are due and ready for delivery, the Company may, if its storage facilities permit, and at the Customer's sole risk, store the Goods and the Customer will be liable to the Company for all reasonable costs (including insurance, transport and administration costs) thereby incurred. This provision is without prejudice to any other claim which the Company may have in respect of the Customer's failure to take delivery at the appropriate date.
- (6) Payment of the parts stored may at the Company's discretion be due on the date on which the consignment was ready for delivery.
- (7) The Company will not be liable:
 - (i) For any delay, deviation, damage, loss or detection of the Goods in the course of transit or for misdelivery or short delivery.
 - (ii) For non-delivery or non-arrival of the whole or part of any consignment of Goods.
 - (iii) For non-delivery caused by delay in the Company receiving the Goods from its supplier.

10. PROPERTY

- (1) Property in the Goods will remain with the Company until payment in full of all or any monies due or owing by the Customer to the Company.
- (2) In the event of non-payment in accordance with Condition 3 above, the Company has the right to trace into the proceeds of sale of any of the Goods.
- (3) Until such time as payment in accordance with Condition 3 above is made, the Customer is required to store the Goods in such a way as to clearly identify the ownership of property in the Goods as belonging exclusively to the Company.
- (4) In the event that the Goods have been inserted or incorporated into another product or equipment, the Goods remain the absolute property of the Company and the Company may remove the Goods from the other product or equipment.
- (5) Nothing in this Clause will prevent the Customer from selling in the ordinary course of his business to a third party on the condition that if the Customer owes money to the Company or the payment of such monies is the subject of dispute between the parties, the Customer will:
 - (i) Pay all sub-monies into a separate account in trust for the Company.
 - (ii) Transfer all the rights they have in the sub-sale transaction to the Company.
- (6) The Company may, for the purpose of recovery of its Goods, enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same in the event of any breach of these Conditions by the Customer or any act of bankruptcy, step in liquidation or appointment or a receiver of assets of the Customer.

11. WEEE REGULATIONS

Where 'WEEE Regulations' refers to The Waste Electrical and Electronics Regulations 2006 (SI 20006/3289) and 'WEEE' means waste electrical and electronic equipment as defined in the WEEE Regulations

- (1) The Customer shall:
 - (i) Be responsible for advising Speakerbus whenever Speakerbus product provided after 1st July 2005 is to be disposed of.
 - (ii) Be responsible for advising Speakerbus whenever any product is being replaced with new Speakerbus products of an equivalent type and quantity.
- (2) Speakerbus will:
 - (i) If requested by the customer undertake to manage the collection, treatment, recovery and environmentally sound disposal of all such products.
 - (ii) Reserve the right to charge the customer for the financing of these actions.

- Note 1. All Speakerbus products supplied after July 1st 2005 carry a crossed out wheelie bin symbol with a black bar underneath.
- Note 2. Speakerbus EEE Producer Registration number WEE/BH0061TU.

12. EXCLUSIONS

- (1) Save where the same cannot be excluded by statute:
 - (i) All conditions and warranties expressed or implied are hereby expressly excluded.
 - (ii) The Company will be under no liability for any loss or damage howsoever caused which arises in respect of indirect or consequential loss or damage.
 - (iii) The Company will be under no liability for any loss or damage howsoever caused which arises in respect of the Customer's liability to a third party whatsoever.
 - (iv) Without prejudice to any other term or condition, the Company will be under no liability for any loss or damage of whatever kind howsoever caused or arising unless the same is due to its wilful default.
 - (v) The Company will not be held liable for issues related to health and safety, or product performance (i.e. functionality, reliability and/or EMC) if the Customer or their representative does not use Company-trained personnel for the purpose of installing or re-deploying mains-powered Company products.
- (2) Without prejudice to the generality of sub-paragraph (1) hereof all advice and recommendations given by or on behalf of the Company to the Customer as to the method of storing, applying or using the Goods, the purpose for which the Goods may be applied and the suitability of using the Goods in any manufacturing processor in conjunction with any other materials are given without liability on the part of the Company, its servants or agents.
- (3) In the event that notwithstanding the provisions of sub-paragraphs (1) and (2) hereof, the Company is found liable for any loss or damage, that liability will in no event exceed £1,000,000.00.

13. SET-OFF AND COUNTERCLAIM

The Company will in respect of all unpaid debts due from the Customer under the same or any other Contract have a general lien over Goods and property of the Customer in its possession although such Goods or some of them may have been paid for and will, after the expiration of 14 days notice to Customer, be entitled to dispose of such Goods and property as it deems fit and apply the proceeds towards such debts.

14. FORCE MAJEURE

- (1) The due performance of the Contract is subject to cancellation or variation by the Company as a result of any act of God, war, riot or civil dispute, strikes, lock-outs or other labour dispute, fire, flood, drought or accident, legislation requisitioning or other act or order by any government department or other duly constituted authority or of any other cause whether of the foregoing classes or not beyond the Company's control. In such event no liability will attach to the Company by reason of cancellation or variation of any Contract, and the Company may apportion its available Goods and Services among its Customers as it thinks fit.
- (2) Completion of the Contract may be wholly or partially suspended and the time of suspension added to the original Contract the event of stoppage, delay or interruption of work in the establishment of the Company or any of its suppliers before or during the delivery period as a result of any of the causes set out above or any causes whatsoever beyond the control of the Company.
- (3) This Clause applies to any of the above causes occurring either in the United Kingdom or in the country of origin of the Goods.

15. TERMINATION

- (1) If the Customer makes default in or commits any breach of its obligations or if the Customer commits any act of bankruptcy or has any execution or distress levied upon any of its Goods or property or makes any arrangement or composition with its creditors or being a limited company if any resolution or petition to wind-up its business is passed or presented or receiver of the whole or any part of its undertaking, property or assets or any part thereof is appointed, the Company will have the right forthwith to determine any Contract then subsisting without prejudice to any claim or right the Company might otherwise make or exercise.
- (2) The Customer will notify the Company immediately on the occurrence of any of the above events.

16. MISREPRESENTATION

Any error, omission, misrepresentation or misstatement in the Agreement or in the course of negotiations leading thereto will not entitle the Customer to rescind the Agreement nor will the Customer be entitled to any damages or compensation in respect thereof.

17. WAIVER

The Company's rights and remedies will not be prejudiced by any indulgence or forbearance to the Customer and no waiver by the Company of any breach by the Customer will operate as a waiver of any subsequent breach.

18. EFFECT OF LEGISLATION

The unenforceability or invalidity of any Clause or sub-clause of these Conditions will not affect the enforceability or validity of the remainder and if any of these Conditions or any part of one of them is rendered void, voidable or unenforceable by any legislation to which it is subject, it will be void, voidable or unenforceable to that extent and no further.

19. PROPER LAW

The construction, validity and performance of this Contract will be governed by the Law of England and the parties hereby submit to the non-exclusive jurisdiction of the English Courts. The paragraph headings herein are only aids to reference and will not affect the construction of these Conditions.