

TERMS AND CONDITIONS OF SALE

Acceptance by the Company of a Customer's Order shall be subject to the Terms and Conditions set out below.

Acceptance by the Company of a Customer's Order shall create a Contract without further reference to the Customer.

Should further explanation be required this may be obtained from the Company by telephoning 01202 031657.

1. Application

- 1.1. These Terms and Conditions shall apply to the purchase and supply of Goods and Services specified within Quotations (including Variations to Quotations) provided by the Company and agreed by the Customer in an Order.
- 1.2. The Company is RIB Audio Visual Ltd., trading name RIB Audio Visual, a company registered in England and Wales under number 9213789, registered office 4 Crossmead Avenue, New Milton, United Kingdom, BH25 6NF. Email address: info@ribav.co.uk; Telephone number: 01425 612619.

2. Definitions of Terms

Within these Conditions the following Definitions of Terms shall apply:

- 2.1. **Customer** - shall mean an individual or body, or its agents, being a customer of the Company by virtue of accepting a Quotation(s) prepared by the Company.
- 2.2. **Company** - see Paragraph 1.2 (above).
- 2.3. **Quotation** – shall mean a quotation specifying Goods and Services, and defining a charge for the said Goods and Services, and further identifying the amount of a deposit, prepared by the Company in response to an enquiry.
- 2.4. **Order** – shall mean the written agreement by the Customer to the terms of a Quotation.
- 2.5. **Acceptance** – shall mean the acceptance by the Company of a Customer's Order.
- 2.6. **Contract** – shall mean the contract created by the Acceptance by the Company of an Order from the Customer.
- 2.7. **The Parties** – shall mean the parties to the Contract, being the Company and the Customer.
- 2.8. **Goods** – shall mean the goods defined within a Quotation subject of an Accepted Order.
- 2.9. **Service** – shall mean the service defined within a Quotation subject of an Accepted Order.
- 2.10. **Charge** – shall mean the charge for Goods and/or Service defined within a Quotation subject of an Accepted Order.
- 2.11. **Delivery Location** – shall mean the location at which the Goods and Service are to be provided, including as applicable specific areas of a Delivery Location
- 2.12. **Programme** – shall mean the agreed programme (or as varied by agreement) for delivery of the Goods and Service and shall include any schedule of payment.
- 2.13. **Variation** – shall mean a variation to the Goods and/or Service and/or Charge specified within a Quotation subsequently to an Order being Accepted.

3. Contractual Process

- 3.1. Acceptance by the Company of an Order shall create a Contract.
- 3.2. Upon Acceptance of an Order the Customer shall make payment of a deposit.
- 3.3. Upon Acceptance of an Order the Company and the Customer shall agree a Programme for the delivery of the Goods and Service and, where applicable, a schedule of payments.
- 3.4. The Company shall deliver the Goods and Service to the agreed programme.
- 3.5. The Customer shall make such payments as are agreed during the contractual process, and in any case shall make/complete full payment upon completion.
- 3.6. Upon completion of delivery of the Goods and Service the Company shall provide to the Customer copies of such instructions and guarantees as may be provided by the manufacturer(s) of the Goods.
- 3.7. Upon completion the Company shall provide After Sales Service (Condition 4.6 refers).

4. Conditions

4.1. Order process

- 4.1.1. Quotations shall remain valid for no more than 90 days from the date of the Quotation.
- 4.1.2. The Company may decline any Order. The Company shall not decline an Order without giving reasons.
- 4.1.3. Once an Order has been Accepted the Accepted Order shall not be varied other than with the agreement of both parties. Such Variation(s) shall be specified in a new Quotation(s) which shall be subject to an Order(s).

4.2. Customer Responsibilities

- 4.2.1. The Customer shall make payment of a non-refundable deposit as identified in the Quotation upon Acceptance of its Order.
- 4.2.2. The Customer shall make payments to the Company in accordance with the Programme to meet the Charge.
- 4.2.3. The Customer shall co-operate with the Company in all reasonable matters to enable the delivery of the Goods and Service.
- 4.2.4. Where the Quotation has been prepared in accordance with information provided by the Customer, the Customer shall be responsible for the accuracy contained in such information.
- 4.2.5. The Delivery Location shall be in a condition suitable for the delivery of Goods and Service.
- 4.2.6. Unless otherwise specified in a Quotation, an Order or an Acceptance the Delivery Location shall be provided with power for lighting and equipment required for testing Goods and provision of the Service. Such power shall be provided free of charge.
- 4.2.7. The Customer shall provide access to the Delivery Location in accordance with the Programme. Where the Company is required to store significant Goods due to failure to provide access the Company may, but not unreasonably, charge for such storage.
- 4.2.8. The Customer shall ensure the Delivery Location it is available to receive Goods at the agreed time(s).

- 4.2.9. The Customer is responsible for the appropriate and secure storage of Goods delivered to the Customer at the Delivery Location pending installation as part of a Service.
- 4.2.10. The Customer is responsible for obtaining all requisite permissions and consents for the carrying out of the Service.
- 4.2.11. The Customer shall not cancel the Contract following Acceptance by the Company of an Order.
- 4.2.12. The Customer shall be responsible for all and any costs arising to the Company due to any failure by the Customer or its agents to meet the above responsibilities.
- 4.2.13. The Customer is responsible for all and any costs arising to the Company in the delivery of Goods or Service due to any act of omission or commission by the Customer, or on the Customer's behalf by third parties.
- 4.2.14. Where Goods or Service are to be delivered in an area subject to import duties or other such taxes, payment of such duties or taxes shall be the responsibility of the Customer.
- 4.2.15. Failure by the Customer in relation to any of the above may result in the suspension of the delivery of Goods or Service by the Company, or in extreme cases termination of the Contract by the Company. In the latter case, the Customer shall be responsible for any losses to the Company including loss of profit. Any such measures shall be notified to the Customer without delay.

4.3. Company Responsibilities

The Company shall employ its best endeavours to meet the following responsibilities:

- 4.3.1. The Company shall deliver the Goods and Service contained within a Quotation subject of an Accepted Order to/at the Delivery Location in accordance with the Programme.
- 4.3.2. Should delivery of Goods be delayed due to supply issues, the Company undertakes to provide such Goods as soon as possible and reasonable or to provide alternative Goods where agreed subject to a Variation.
- 4.3.3. Should delivery of Services be delayed due to circumstances beyond its control, the Company undertakes to employ all reasonable means to mitigate such delay.
- 4.3.4. The Company undertakes that all Goods provided by it shall be of satisfactory quality and reasonably fit for the purpose designated by the Company in accordance with information provided by the Customer.
- 4.3.5. The Company warrants to provide its Service with reasonable skill and care.
- 4.3.6. The Company undertakes to make due application in writing for any payments due from the Customer in accordance with the programme and/or upon completion of delivery of Goods or Service.

4.4. Fees and Payment

- 4.4.1.** The Charge includes VAT at the rate(s) applicable at the date the Company provided the Quotation. Notwithstanding Condition 4.1.3, in the event that the applicable rate(s) of VAT alter after the date of the Quotation, the Charge shall be subject to Variation in line with the alteration in the applicable rate(s) of VAT.
- 4.4.2.** The Customer shall make all payments by means of BACS. Cheques are subject to a 1% handling fee of the Order total.
- 4.4.3.** The Customer shall make payment of a deposit to be received by the Company, or paid into its bank account, no later than forty-eight hours from the date of Acceptance of an Order.
- 4.4.4.** Deposits are non-refundable other than in exceptional circumstances and at the discretion of the Company.
- 4.4.5.** Payment by the Customer in response to an application for payment by the Company in accordance with the Programme and/or upon completion of delivery of Goods and/or Service shall be made within ten (10) days of the date of the application for payment.

4.5. Risk and Title

- 4.5.1.** Risk of damage to or loss of any Goods will pass to the Customer upon delivery of the Goods to the Delivery Location in accordance with the Programme.
- 4.5.2.** Title in Goods supplied by the Company shall remain with the Company and shall not pass until the Customer has made full payment at completion of the delivery of Goods and/or Service, or has made payment in response to an application by the Company in accordance with the Programme, such application identifying such Goods.
- 4.5.3.** Should the Customer fail to make full payment at completion of the delivery of Goods or Service, or fail to make payment in response to an application by the Company for payment in accordance with the Programme, such Goods shall be returned to the Company by the Customer upon demand.
- 4.5.4.** Should any step be made towards a declaration of bankruptcy of the Customer the Company reserves the right to terminate any delivery of Goods or Service, deny the right of use of any Goods supplied by the Company and demand the return of any such Goods to the Company.

4.6. After Sales Service

- 4.6.1.** Upon completion or at a mutually agreed date being not unreasonably far from the date of completion the work shall be inspected by the Company and the Customer and a snagging list shall be compiled. The snagging list shall be signed and dated by both Parties and a copy provided to the Customer. The Company undertakes to address all items on such a list within two weeks of completion of the works or of the date of the list whichever is later, subject only to availability of any Goods.
- 4.6.2.** Upon completion of delivery of the Goods and Service the Company shall provide to the Customer copies of such instructions and guarantees as may be provided by the manufacturer(s) of the Goods.
- 4.6.3.** The Company shall support the Customer in activating the installations subject to the Contract, explaining initiation and use procedures and any tuning/optimisation considerations.
- 4.6.4.** The Company shall support the Customer in any necessary activation of guarantees provided by manufacturers of Goods.
- 4.6.5.** The Customer will benefit from provision of manufacturer's guarantees. Should any Goods fail within any guarantee period the Company will support the Customer in obtaining replacement or repair of the Goods as applicable. The Customer will be responsible for any costs of removal, reinstallation, post and packaging not covered by the manufacturer's guarantee (Condition 4.6.6 refers).
- 4.6.6.** Notwithstanding Condition 4.6.5, the Company shall carry out any removal and reinstallation necessary due to failure of Goods and notified to it within twelve months of completion of the works without charge to the Customer.
- 4.6.7.** Notwithstanding Condition 4.6.6 the Company shall not be responsible for any work necessitated or costs incurred due to failure of Goods supplied by the Customer and installed by the Company, unless any failure of the Goods can be demonstrated to be caused by the Company.
- 4.6.8.** The Company shall without undue delay and in accordance with efficient working practices remedy any defects in provision of its installation works notified to it by the Customer within twelve months of completion of the works without charge to the Customer.

4.7. Circumstances beyond the control of either party In the event of a failure in relation to the Contract by either Party due to circumstances beyond its control:

- 4.7.1.** The relevant Party will notify the other party as soon as reasonably practicable.
- 4.7.2.** The relevant Party will employ all endeavours to mitigate the effects of such failure.
- 4.7.3.** The Parties will employ good will to adjust the Contract as far as is reasonable to mitigate the impact of such failure on both Parties.

4.8. Governing Law, Jurisdiction and Complaints

4.8.1. The Contract is governed by the law of England and Wales.

4.8.2. Notwithstanding Condition 4.1.3, changes to the delivery of Goods and/or Service necessitated by alteration in any applicable such law shall be made by Variation and notified without delay to the Customer. Any Variation to the Charge as a consequence shall lie with/benefit the Customer.

4.8.3. **Disputes may be submitted to the jurisdiction of the Courts of England and Wales.**