



## Terms and Conditions of Sale

- 1 Definitions
  - 1.1 In these Terms and Conditions of Sale:
    - 'Company' means Audio Visual Solutions Limited.
    - 'Contract' means the Buyer's order and the Company's acceptance of it in accordance with Term 3 subject to and including these Terms.
    - 'Buyer' means any person, firm or company placing an order.
    - 'Goods' means the equipment and materials to be purchased by the Buyer from the Company (including without limitation any part or parts thereof) under the Contract.
    - 'Services' means the services to be provided by the Company in accordance with any specification under the Contract.
    - 'Terms' means these Terms and Conditions.
    - 'Quotation' means a quotation, tender or invitation to treat issued by the Company.
- 2 Application
  - 2.1 The Contract is made expressly subject to these Terms.
  - 2.2 No addition to, variation of, exclusion or attempted exclusion of any term of the Contract, including these Terms, shall be binding on the Company unless in writing and signed by a duly authorised representative of the Company.
- 3 Basis of sale
  - 3.1 The Buyer's order or acceptance of a Quotation for either or both of the Goods and the Services shall be deemed to constitute an offer by the Buyer subject to these Terms and the Company's acknowledgement shall be deemed the acceptance of that offer.
  - 3.2 The Buyer shall ensure that its order is complete and accurate.
  - 3.3 A binding contract shall not come into existence until the Company issues an order acknowledgement to the Buyer.
  - 3.4 A Quotation is valid for 30 days and shall not bind the Company until Contract.
- 4 Information

The Buyer's order must contain sufficient information to enable the Company to execute the Contract. If such information is not supplied, the Company may revise any Quotation to extend the time for delivery or performance of either or both of the Goods and the Services as the case may be.
- 5 Descriptions

Any descriptions, specifications, drawings, samples, performance details or the like submitted with the Company's proposals are for illustration purposes only and none of these shall form part of the Contract.
- 6 Price
  - 6.1 All prices are exclusive of VAT but include delivery, packaging, packing, shipping, carriage, and insurance unless otherwise stated in the Contract. Insurance ceases at the time risk passes to the Buyer in accordance with Term 9.6.
  - 6.2 The Company may, by giving notice to the Buyer at any time before delivery of the Goods or performance of the Services, increase the price of either or both as the case may be as have not been delivered or performed to reflect any increase in the cost to the Company which is due to market conditions or any factor beyond the control of the Company, any change in delivery dates, quantities or specifications for the Goods which are requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Company adequate information or instruction, and in the case of Services any increase in cost to the Company of materials, labour and other consumables.
- 7 Delivery and Performance
  - 7.1 The Company shall use its reasonable endeavours to deliver the Goods and perform the Services on the date or dates specified in the Contract, but any such date or dates are approximate only. If no dates are so specified, delivery and performance as the case may be shall be within a reasonable time of acceptance of the Buyer's order in accordance with Term 3.
  - 7.2 Time is not of the essence as to the delivery of the Goods or performance of the Services and the Company shall not be liable for any delay in delivery, however caused.
  - 7.3 The Company may deliver and perform the Services in advance of the quoted delivery or performance date on giving reasonable notice to the Buyer.
  - 7.4 Delivery of Goods and performance of Services shall be made during normal business hours of the Company (excluding bank or public holidays) and the Company may levy additional charges for any delivery or performance made outside such hours at the Buyer's request.
  - 7.5 The Buyer shall be responsible (at the Buyer's cost) for preparing either or both of the delivery and installation site as the case may be for the delivery of the Goods and performance of the Services and for the provision in a timely manner of:
    - 7.5.1 all necessary access and facilities reasonably required for those purposes; and
    - 7.5.2 such information as the Company may request to enable the Company to provide the Services and the Buyer shall ensure that such information is accurate in all material respects
  - 7.6 If the Company is prevented from carrying out delivery of the Goods or performance of the Services because no such preparation has been carried out, the Company may levy additional charges to recover its loss arising from this event.
  - 7.7 If the Company's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Buyer or the Buyer's agents, sub-contractors or employees, the Buyer shall in all circumstances be liable to pay to the Company on demand all reasonable costs, charges and any loss of profit, loss of reputation, and loss of opportunity to deploy resources elsewhere sustained or incurred by it, subject to the Company providing evidence of such costs, charges and losses to the Buyer.
  - 7.8 If the Buyer is unable or unwilling to take delivery of any Goods when due for delivery the Company may at its option arrange storage at the Buyer's risk and the Company may invoice the Buyer immediately for those Goods and the storage charges. Payment shall be due in accordance with Term 8 hereof and the warranty period shall commence at that time.
  - 7.9 If the Contract is to be delivered by instalments, then each separate instalment shall be invoiced and paid for in accordance with the provisions of the applicable contract and Term 8. Each instalment shall be a separate contract and no cancellation or termination by either party of any one contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other contract or instalment.
- 8 Payment
  - 8.1 The Company may invoice the Buyer for the price of either or both of the Goods and the Services upon or at any time after either of delivery of the Goods or performance of the Services as the case may be and payment shall be due in accordance with the terms of the Contract. If the Contract is silent as to time for payment the Buyer shall pay within 30 days from the date of invoice.
  - 8.2 Time for payment of the price shall be of the essence of the contract.
  - 8.3 If the Buyer fails to make payment in full on the due date, the whole of the balance of the price then outstanding under the Contract, including any instalment, if any, not yet due, shall become immediately due and payable and, without prejudice to any other right or remedy available to the Company, it shall be entitled to:
    - 8.3.1 terminate the Contract or suspend any further deliveries of Goods or any further performance of the Services (whether ordered under the same contract or not) to the Buyer;
    - 8.3.2 appropriate any payment made by the Buyer to such the Goods supplied or Services performed under any other contract between the Buyer and the Company) as it thinks fit (despite any purported appropriation by the Buyer);
    - 8.3.3 charge interest on the amount outstanding from the due date to the date of receipt by the Company (whether or not after judgment), at the annual rate of 3% above the base rate for the time being of the Bank of England, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998;
    - 8.3.4 suspend all further warranty service until payment has been made in full;
    - 8.3.5 make a storage charge for any undelivered Goods at its current rates from time to time;
    - 8.3.6 stop any Goods in transit; and
    - 8.3.7 a general lien on all Goods and property belonging to the Buyer, exercisable in respect of all sums lawfully due from the Buyer to the Company. The Company shall be entitled, on the expiry of 14 days' notice, to dispose of such Goods or property in such manner and at such price as it thinks fit and to apply the proceeds towards the amount outstanding.
  - 8.4 The Company reserves the right to refuse to execute any Contract if the arrangements for payment or the Buyer's credit is not satisfactory to the Company.
  - 8.5 All sums payable to the Company under the Contract shall become due immediately on its termination, despite any other provision of the Contract.
  - 8.6 The Company may, without prejudice to any other rights it may have, set off any liability of the Buyer to the Company against any liability of the Company to the Buyer.
- 9 Title and Risk
  - 9.1 Ownership of the Goods shall pass to the Buyer when the Company has received in full in cleared funds all sums due to it in respect of the Contract and all other sums which are or which become due to the Company from the Buyer on any account.
  - 9.2 Until ownership of the Goods has passed to the Buyer, the Buyer shall:
    - 9.2.1 hold the Goods on a fiduciary basis as the Company's bailee;
    - 9.2.2 store the Goods (at no cost to the Company) in satisfactory condition and separately from other goods, so that they remain readily identifiable as the Company's property;
    - 9.2.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and

- 9.2.4 keep the Goods insured, from the date that risk passes in accordance with term 9.6, on the Company's behalf for its full price against all risks with a reputable insurer to the reasonable satisfaction of the Company, ensure that the Company's interest in the Goods is noted on the policy, and hold the proceeds of such insurance on trust for the Company and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- 9.3 The Buyer's right to possession of the Goods before ownership has passed to it shall terminate immediately if any of the circumstances set out in Term 16.1 arise or if the Buyer encumbers or in any way charges the Goods, or if the Buyer fails to make any payment to the Company on the due date.
- 9.4 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or where the Buyer's right to possession has terminated, to remove them.
- 9.5 All costs incurred by the Company in repossessing the Goods shall be borne by the Buyer. On termination of the Contract for any reason, the Company's (but not the Buyer's) rights in this Term 9 shall remain in effect.
- 9.6 Risk in the Goods shall pass to the Buyer at the time and place of delivery. The Company shall off-load the Goods at the Buyer's risk.
- 10 Transit Damage & Shortages
- 10.1 The Company will only consider claims for damage or shortages if the Buyer has notified the Company within 3 days of receipt of any damaged Goods or shortages.
- 10.2 Damaged Goods must be retained complete with their original packing until either the Company or its carrier inspects the damaged consignment and the Company issues instructions in respect thereof. If the Company is satisfied that the Goods should be returned for replacement the Company will provide the Buyer with a goods return (GRN) authorisation number following which the Buyer shall return any damaged Goods complete and securely packed in the original packing carriage paid quoting the given return authorisation number.
- 10.3 Any remedy for damaged Goods shall be limited, at the option of the Company, to the replacement or repair of any of those Goods which are proven to the Company's satisfaction to have been lost or damaged in transit.
- 11 Installation, Commissioning and Testing
- 11.1 If the Contract includes Goods and Services the Company shall install, commission and test the Goods in accordance with the Contract.
- 11.2 Except where otherwise specified the Buyer shall provide free of charge such labour, materials, electricity, equipment and safe secure accommodation as may be requisite and as may be reasonably required to carry out installation, commissioning and tests on site efficiently.
- 11.3 The Buyer shall allow the Company such free and uninterrupted access to the installation site as is necessary for the Contract to be completed in the specified time.
- 11.4 The cost to the Company of working outside of the Company's normal working hours shall be borne by the Buyer except to the extent that such work is necessitated through the default of the Company.
- 11.5 If the Buyer requires to be present at testing of the Goods following completion of the Services and so notifies the Company at the time of placing the order the Company shall give the Buyer a minimum of seven days' notice of the date on which the testing shall take place. Should the Buyer fail to attend on the appointed date the tests shall proceed in his absence and be deemed to have been made in his presence. Should any re-testing be required due to the Buyer's failure to attend any additional costs arising shall be recoverable from the Buyer by the Company.
- 11.6 If the execution of the Services is materially disrupted or prolonged, such disruption or prolongation being outside the Company's control, any additional expense thereby incurred by the Company shall be added to the Contract price and the time for performance of the Services shall be extended as may reasonably be necessary to permit proper performance by the Company. In the event that Services are delayed or are likely to be delayed for more than one month and such delay is not caused by the Company then the Company may at its option cancel the Services in so far as not performed and invoice for Services completed provided that the Buyer may have the right to place a separate order for those unperformed Services at a later date but at the prices ruling at the time of such later order.
- 11.7 Upon satisfactory completion of the Services the Company shall issue a practical completion certificate in respect of the Services.
- 11.8 The Buyer shall be deemed to have accepted the Services upon the sooner of:
- 11.8.1 issue of the practical completion certificate; or
- 11.8.2 the date when the Goods and Services have been put into beneficial use; or
- 11.8.3 one month after the completion of installation where the issue of the practical completion certificate has been delayed due to additions, minor omissions or defects which do not materially affect the beneficial use of the Goods and Services.
- 12 Warranty
- 12.1 In respect of supply of Goods, for a period of 12 months from the date of delivery the Company undertakes to repair or replace (at its discretion) free of charge any defects in the Goods arising from faulty materials or workmanship provided that the Goods have been properly operated and maintained and have not been modified or repaired other than by the Company.
- 12.2 In respect of Services, which are not to a material extent in compliance with the Contract, for a period of 12 months from the date of the practical completion certificate the Company shall supply replacement services. The Company shall have no further liability in respect of any such non-compliance (whether in contract, tort or otherwise).
- 12.3 In the case of Goods manufactured by third parties the individual product warranties are superseded by the Company's 12 months (complete system) warranty.
- 12.4 The Company shall be under no liability in respect of any defect in Goods arising from:
- 12.4.1 fair wear and tear;
- 12.4.2 improper use; wilful or accidental damage;
- 12.4.3 negligence on the part of the Buyer or third party;
- 12.4.4 abnormal working conditions;
- 12.4.5 failure to follow the Company's instructions (whether oral or in writing);
- 12.4.6 misuse; or
- 12.4.7 alteration or repair of the either or both of the Goods and Services without the Company's prior approval.
- 12.5 If the Company is satisfied that the Goods should be returned to the Company under warranty the Company will provide the Buyer with a goods return (GRN) authorisation number following which the Buyer shall return the goods complete and securely packed carriage paid quoting the given return authorisation number.
- 12.6 Any costs incurred by the Company in investigating problems which prove not to be the responsibility of the Company under this warranty shall be recoverable from the Buyer.
- 12.7 Any repaired or replacement Goods shall be under warranty for the unexpired portion of the warranty period.
- 12.8 The Services will be performed in accordance with the Contract in all material respects, in a professional and workmanlike manner, consistent with industry standards and using reasonable care and skill.
- 12.9 The Company shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Company shall notify the Buyer in any such event.
- 12.10 The Company shall not be liable for a breach of any warranty unless the Buyer gives notice of the defect to the Company within seven days of the time when the Buyer discovers or ought to have discovered the defect; and after receiving the notice, the Company is given a reasonable opportunity of examining such Goods or the work carried out in pursuant to the Services and in the case of Goods the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Company's cost for the examination to take place there.
- 13 Limitation of Liability
- 13.1 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 13.2 Nothing in these Terms shall limit or exclude the Company's liability for:
- 13.2.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- 13.2.2 fraud or fraudulent misrepresentation;
- 13.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- 13.2.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- 13.2.5 defective products under the Consumer Protection Act 1987.
- 13.3 Subject to Term 13.2 the Company shall not be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
- 13.3.1 any loss (whether direct or indirect) of profits, savings, business, business opportunities, revenue, turnover, reputation or goodwill;
- 13.3.2 any loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
- 13.3.3 any indirect or consequential loss or liability arising under or in connection with the Contract.
- 13.4 Subject to Term 13.2, the Company's maximum aggregate liability whether in contract, tort (including negligence), breach of statutory duty, or otherwise arising in connection with the performance or contemplated performance of the Contract shall not exceed:
- 13.4.1 the price (excluding VAT) agreed in that Contract; or
- 13.4.2 to the extent that any liability of the Company to the Buyer would be met by any insurance of the Company the amount recoverable and paid in respect of such insurance.
- 13.5 The Company shall not be obliged to make payment of any sums which it is liable to pay pursuant to Term 13.4.2 until the relevant sums have actually been recovered and paid to it under the insurance policy.
- 13.6 This Term shall survive termination of the Contract.
- 14 Change Control
- 14.1 If either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other and the Company shall, within a reasonable time, inform the Buyer of the likely impact and effect of the change, including without limitation time and cost required to implement the change.
- 14.2 If the Company requests a change to the scope of the Services, the Buyer shall not unreasonably withhold or delay consent to it. If the Buyer wishes the Company to proceed with the change, the Company has no obligation to do so unless and until the parties have agreed on the necessary variations to the Company's charges, and any other relevant terms of the Contract to take account of the change.
- 15 Variations and Cancellations
- 15.1 Other than as agreed in Term 14 no addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on the Company unless signed by a duly authorised representative of the Company.
- 15.2 Cancellation of an order or any part thereof may only be made with the consent of the Company and on terms which indemnify the Company against all loss. The Company will not accept the return of Goods for credit.

- 16 Termination
- 16.1 Without prejudice to any rights accrued in the Company's favour in respect of any breach by the Buyer of this Contract, the Company may terminate this Contract if:
- 16.1.1 the Buyer is in default in making any payment due to the Company; or
- 16.1.2 commits any other breach of its obligations under this contract: or
- 16.1.3 the ability of the Buyer to accept delivery of the Goods or performance of the Services is delayed, hindered or prevented by circumstances beyond the Buyer's reasonable control;
- 16.1.4 the Buyer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- 16.1.5 the Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business [or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction
- 16.1.6 the Buyer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- 16.1.7 there is a change of control of the Buyer (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 16.2 Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 16.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
- 17 Assignment
- 17.1 The Buyer shall not assign nor transfer the Contract or any part of it to any other party without the consent of the Company.
- 17.2 The Company may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.
- 18 Product Improvement and Substitution
- The Company reserves the right to make design changes which do not detract from the performance or facilities of the Works or to substitute goods of equivalent performance if the goods specified in the contract are not available and/or obsolete on the date required without prior notice to the Buyer.
- 19 Ownership of Design
- 19.1 The Company retains the ownership of and all intellectual property rights in either or both of any system and control software written or provided in connection with the Services. The Company grants the Buyer a non-exclusive, non-transferable, royalty-free right to use any such software only on the hardware and for the purpose for which it was made available. The Buyer may not reproduce nor copy any of the software or any other thing produced by the Company in whole or in part without the consent of the Company which must be obtained on every occasion.
- 19.2 The Buyer shall not nor shall it permit any third party and otherwise in accordance with the Contract to decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from such software, in whole or in part, except to the extent such restriction is prohibited by applicable law; modify or create any derivative work from the software or shall not remove, adapt or otherwise tamper with any copyright notice, legend or logo which appears in or on such software.
- 20 Confidentiality.
- 20.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party except as permitted below in this Term 20.
- 20.2 Each party may disclose the other party's confidential information:
- 20.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Term 20; and
- 20.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 20.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 21 Force Majeure
- Neither party shall be liable for failure to comply with any terms of the Contract if compliance has been delayed hindered or prevented by any cause whatsoever beyond its reasonable control and the time for either or both of delivery of the Goods or performance of the Services shall be extended by a period corresponding to the period of such delay. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate this Contract by giving 14 days' notice to the affected party. If the Company terminates the Contract under this Term 21 it may render its invoice for Goods supplied and Services performed to the start of the period of delay or non-performance.
- 22 Export Control
- The Buyer undertakes to comply with and not to do anything which would render the Company in contravention of any UK Export Regulations for the time being in force.
- 23 Notices and other Communications
- 23.1 Any notice or other communication (including without limitation Quotation, order, acknowledgment and consent) given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier or email.
- 23.2 A notice or other communication shall be deemed to have been received:
- 23.2.1 if delivered personally, when left at the address referred to in Term 23.1;
- 23.2.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;
- 23.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or
- 23.2.4 if sent by email, one Business Day after transmission.
- 23.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 24 Severability
- 24.1 If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Contract.
- 24.2 If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 25 CE Regulations
- The Company confirms that the Works as supplied or installed by the Company will meet all CE Regulations current at the date of the Contract. However, any subsequent changes made to the Works or its environment may affect its conformance to CE Regulations and the Company shall not have any liability or responsibility for non-conformance in such circumstances
- 26 Compliance with Obligations
- No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 27 Entire Agreement
- 27.1 These Terms and the Contract constitute the entire agreement between the Company and the Buyer and supersede all prior agreements understanding negotiations and discussions whether oral or written between the Company and the Buyer and there are no warranties representations or other agreements between the Company and the Buyer in connection with the Contract except as specifically contained herein.
- 27.2 Each party acknowledges that in entering into this Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract.
- 27.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.
- 27.4 Nothing in this clause shall limit or exclude any liability for fraud.
- 28 Headings
- The headings of these Terms shall not affect the construction thereof.
- 29 Law
- The Contract shall be construed as an English contract and governed in accordance with English Law.