

CONDITIONS OF SALE

1. DEFINITIONS

In these conditions:-

‘Seller’ – means The Warehouse Sound Services Ltd

‘Buyer’ – means the person, firm or company placing an order with the Seller.

‘Goods’ – means all goods and materials which are the subject matter of the Buyers order.

2. FORMATION OF THE CONTRACT

There shall be no binding contract between the Seller and the Buyer until the Buyer’s order is accepted by the Seller. All orders which are accepted are subject to these Conditions of Sale which shall apply to the exclusion of all other terms, including any standard terms of the Buyer. Any purported variation, alteration or addition to these Conditions is inapplicable unless accepted by the Seller in writing.

3. SIGNATURE

The signature given on collection or delivery, by the Buyer or their agent, signifies acceptance of these Conditions of Sale and authorisation so to do.

4. PRICE

Unless otherwise agreed, the price of the Goods shall be that given in the Seller’s current price list on the date of the Seller’s invoice. The Seller shall be entitled to amend its price list at any time. Unless otherwise agreed in writing, prices quoted by the Seller are exclusive of delivery charges and are exclusive of Value Added Tax.

5. PAYMENT

Unless otherwise agreed, in writing by the Seller, payment shall be made no later than 30 days after the date of the Seller’s invoice (‘the due date’) for approved account holders only. All others are required to pay in full at the time of sale. In some circumstances a full or part payment may be required by the Seller as confirmation of the order.

6. DISCOUNT

Any discount offered by the Seller to the Buyer is dependant on full settlement being received by the Seller no later than 30 days after the date of the Sellers invoice. Failure to make prompt payment automatically cancels any and all discounts offered.

7. OVERDUE PAYMENT

Without prejudice to the Seller’s other rights, the Seller reserves the right to charge interest to be added to any late payment from the due date for payment at the rate of 2% per calendar month above the base rate from time to time of The Royal Bank of Scotland plc until full payment has been received.

8. DELIVERY

Times quoted for delivery are estimates only and are not guaranteed. Time is not of the essence to delivery. Without prejudice to the foregoing the Seller shall not be liable to the Buyer for any loss, loss of profit, damage or expense whatsoever if the Seller is delayed or prevented from delivering the Goods or any part thereof or otherwise performing its contractual obligations due to any event or cause whatsoever beyond the reasonable control of the Seller.

9. **RISK**
The risk in the Goods shall pass to the Buyer on delivery of the same to the Buyer or its representative or on collection of the same by or on behalf of the Buyer.
10. **DAMAGE TO GOODS**
The Goods must be examined by the Buyer at the time of delivery or collection and signed for. Any loss or damage to the Goods or any part thereof must be noted against signature and must be notified in writing to the Seller within three days of delivery or collection and any damaged Goods must be retained for inspection by the Seller or its carrier. If the Buyer shall fail to give such notice the said Goods shall be deemed to be in all respects in accordance with the contract and the Buyer shall be bound to and accept and pay for the same accordingly.
If the Seller has agreed to deliver the Goods to the Buyer at a place other than the Seller's premises and the Goods or any part thereof are lost or damaged in transit, the Seller shall (subject to the Buyer having complied with its above obligations) either issue the Buyer with a credit note in respect of or replace free of charge the Goods lost or damaged. The Buyer shall accept such credit note or replacement in full and final settlement and satisfaction of any and all claims which it may have against the Seller in respect of any Goods lost or damaged in transit and the Seller shall not be liable to the Buyer for any loss, loss of profit, damage or expense whatsoever arising from any loss or damage to the Goods or any part thereof in transit.
11. **PROPERTY**
Until full payment has been received by the Seller for the Goods, full legal and beneficial ownership in the Goods shall remain in the Seller. Notwithstanding the foregoing the Buyer shall be at liberty to sell the Goods in the ordinary course of its business provided that the proceeds of any such sale shall belong to the Seller and the Buyer shall maintain a separate account in the name of and for the benefit of the Seller in respect of such proceeds and shall hold such sums at all times in trust for and on behalf of the Seller and shall pay the same to the Seller on demand. The Seller may by notice in writing revoke the Buyer's power of sale if the Buyer shall default in the payment of any sum due to the Seller whether in respect of the Goods or otherwise or permit any encumbrancer to take possession or a receiver, administrator or judicial factor to be appointed of any part of the assets of the Buyer or if a petition is presented or notice is given of a resolution to wind up the Buyer or if a distress or execution is levied on or issued against any of the property of the Buyer or the Buyer makes any arrangement or composition with its creditors or commits any act of bankruptcy or is unable to pay its debts within the meaning of section 123 of the insolvency act 1986 or any statutory modification thereof or in the case of a sole trader or partnership upon the appointment of a trustee in sequestration. Upon determination of the Buyer's power of sale as aforesaid the Buyer shall place the Goods at the disposal of the Seller who shall be entitled to enter upon the premises at which the Goods may be situated for the purpose of removing the same.
12. **SELLER'S REMEDIES**
No relaxation, forbearance or delay by the Seller in enforcing any right as remedy which it may have shall prejudice, affect or restrict the rights of the Seller hereunder.

13. **PROPER USE OF GOODS**

The Buyer is advised to establish that the Goods ordered are suitable for the use that the Buyer intends. The Buyer undertakes to use the Goods at all times in accordance with the instructions and methods (if any) and/or for the purposes recommended by the Seller. Subject to the Buyer complying with the above undertaking if the Goods prove defective through no fault of the Buyer the Seller shall at its complete discretion either rectify the defect in the Goods or replace the Goods free of charge.

14. **LIMIT OF SELLER'S LIABILITY**

All Goods are sold on the express understanding that repair or replacement in accordance with paragraph 10 above is accepted by the Buyer in full and final settlement of all and any conditions and warranties (except a warranty by the Seller that it has the right to sell the Goods) and of all and any claims whatsoever on the part of the Buyer (excepting only a claim in respect of death or personal injury caused) whether in contract or delict (including negligence) or otherwise and arising from any defect in the Goods or any part thereof.

15. **GOVERNING LAW AND JURISDICTION**

All contracts incorporating these Conditions of Sale shall be governed by and construed in accordance with the laws of Scotland and the Buyer agrees to submit to the non-exclusive jurisdiction of the Scottish Courts.