

SOUND DIRECTIONS LTD

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1. DEFINITIONS

In these Terms and Conditions the following terms shall where the context admits have the following meanings:

'the Company' means Sound Directions Ltd, Unit C, Roebuck Road, KT91EU, Chessington;

'the Customer' means the party with whom the company contracts;

'Goods' means the products sold by the Company to the Customer under the terms of this contract;

'the Contract' means the contract made between the Customer and the Company for the sale and purchase of the Goods upon the Terms and Conditions set out below; and

'the price' means the price of Goods specified in the Company's quotation or other communication and agreed between the Company and the Customer

2. GENERAL

(a) Any Contract howsoever made for the supply of Goods by the Company to the Customer shall incorporate these Terms and Conditions which shall apply to the exclusion of any provisions in any document issued by the Customer. In the event of the Customer seeking to incorporate special conditions into the Contract these shall not apply unless they are accepted and agreed by an authorised officer of the Company in writing.

(b) No employee agent or contractor of the Company has power to vary any of the Terms and Conditions. Variations (if any) must be in writing and signed for and on behalf of the Customer and Company by a director partner or proprietor.

(c) No representation or warranty given by the Company or on its behalf shall be incorporated in this Contract unless expressly or impliedly referred to herein. All information in the Company's sales literature or correspondence is for information only and does not form part of the Contract. The Company may vary its specification for Goods without notice.

(d) Any quotation given by the Company to the Customer is an invitation to the Customer to make an offer to buy the Goods only within the period stated in the quotation. The Company may vary the price quoted in accordance with clause 3 (b) or if the Customer orders a different quantity from that stated in the quotation.

(e) The Company shall not be bound until it communicates its written acceptance of the Customer's order to the Customer at any time prior to delivery of the Goods.

(f) The acceptance by the Company of the Customer's order may be subject to the Company's approval of the Customer's credit rating or status and the availability of the Goods ordered by the customer.

(g) The parties do not intend that any term of the Contract should be enforceable by any third party as provided by the Contracts (Rights of Third Parties) Act 1999.

3. PRICE

(a) Subject as below the Price shall be that ruling at the date of delivery of the goods or if the order is pursuant to a valid quotation the Price shall be as stated in the quotation.

(b) The Company reserves the right to increase the Price in line with the increases in cost to the Company of labour, raw materials and overheads.

© The price does not include delivery ex works if the value of the order is under £100 (excluding VAT). Special transportation charges (if appropriate) will be charged in addition.

(d) The price is exclusive of insurance. Value Added Tax, export duty or any other tax duty tariff or charge arising in the United Kingdom or elsewhere.

4. PAYMENT

(a) Payment of the Price is due to the Company not later than the last day of the month following the month of invoice. Payment of the price must be made in full without any deduction, counterclaim, abatement, set-off withholding of any kind. Time is of the essence of payment.

(b) Late payment for whatever reason shall entitle the Company to charge interest on the outstanding amount from the date when payment becomes overdue until payment is made at the rate per annum of 2% above National Westminster Bank Plc base rate from time to time as well before as after judgement. Any such interest shall be compounded at three monthly intervals and added to the principal amount outstanding and the Customer shall indemnify the Company fully against all fees, costs and expenses incurred in seeking to recover sums payable by the Customer or repossess Goods belonging to the Company.

5. DELIVERY

(a) Whilst delivery dates are given in good faith they are business estimates only and no liability will attach to the Company if Delivery is not made on any stated date. Failure to make delivery on any stated date shall not entitle the Customer to rescind or repudiate the Contract.

(b) The Company will notify the Customer of the estimated date for delivery and the Customer must take delivery on such date or such other date as the Company shall indicate to the Customer that the Goods are available for delivery. Failure to take delivery when notified by the Company will require the Customer to pay any storage charges incurred by the Company which shall be added to and become part of the Price. The Company may withhold delivery until such storage charges have been paid.

© The obtaining of any export licence or other authority requisite for delivery shall be responsibility of the Customer.

(d) Each delivery shall constitute a separate contract and any claim by the Customer relating to specific deliveries shall not entitle the Customer to any remedy in respect of other deliveries.

6. PACKING

(a) Packing charges are charged separately to the Customer. The Company will make Reasonable endeavours to comply with any special requirements of the Customer in relation to packing provided adequate time is given by the Customer for such purpose.

(b) Where returnable containers packaging are used they must be returned to the Company at the Customer's expense within three months of receipt and if they are so returned in good condition (upon which the Company's decision shall be final) the Company shall not charge the Customer for such containers or packaging. If they are not returned in good condition or if they are not returned at all the Company shall make a reasonable charge therefore to the Customer.

7. RISK

Risk in the Goods shall pass to the Customer at the time of delivery which shall mean when the Goods arrive at the Customer's premises.

8. TITLE

(a) The company shall retain title to and ownership of all Goods supplied by it until it has received payment in full in cash or cleared funds of all sums due for any Goods supplied and all other sums due from the Buyer to the Company on any account. If payments received from the Buyer are not stated to refer to a particular invoice the Company may appropriate such payments to any outstanding invoice.

(b) Until title in the Goods has passed to the Buyer in accordance with clause 8(a), the Company may (in addition to any other rights it may have) at any time after the Price has become due enter the Customer's premises without notice to the Customer or any other person to take re-possession of the Goods without liability to the Customer (save in respect of any damage to premises caused as a result of such re-possession) and to sell the Goods.

© For so long as title to the Goods remains in the Company the Customer shall not deface or remove any distinguishing marks, labels or stamps from the Goods or Otherwise interfere with their identification. Any such Goods shall be stored separately from other products or items in the possession or control of the Customer.

(d) The Company may maintain a action against the Customer for payment of the Price notwithstanding that title in the Goods has not passed to the Customer.

9. ALTERATIONS AND VARIATIONS

(a) The Company reserves the right to improve the specification of the Goods at any time without prior notice to the Customer.

(b) The Company shall not be obliged to accept any alteration to the quantity, description or make up of the goods requested by the Customer after the formation of the Contract. If the Company agrees to any alteration to the Goods the Price shall be increased and the date of delivery extended accordingly.

10. WARRANTIES AND LIABILITIES

(a) Nothing in these terms shall exclude or limit the Company's liability for death or personal injury resulting from its negligence or for any breach of statutory implied undertakings as to title to the Goods or for fraud or any other liability which may not be limited or excluded by law.

(b) The Company warrants that at the time of delivery the Goods supplied are fit for the purpose for which they are supplied (as set out in the Company's sales literature) and are of satisfactory quality. No warranty is given that the Goods are fit for any other

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purpose unless the Customer gives to the Company details of that other purpose in writing and the Company expressly warrants to the customer in writing that the Goods are fit for that other purpose. Except where stated otherwise in these terms, all other representations and implied warranties and terms and conditions in respect of the Goods are excluded to the fullest extent permitted by law.

(c) The total liability of the Company, its employees and agents to the Customer in respect of any physical damage to or loss of the Customers tangible property caused by the Company's negligence shall be limited to £100,000 in respect of any single event or series of connected events. In all other cases, the total liability of the Company, its employees and agents whether in contract, tort (including negligence and breach of statutory duty) or otherwise shall not exceed the price paid by the Customer for the Goods in respect of which the claim is made. In no circumstances will the Company, Its employees or agents be liable for any business interruption, loss of profits, contracts, goodwill or anticipated savings, loss arising from third party claims or any special, indirect or consequential loss (whether or not foreseeable).

(d) Where any part of the Goods has the benefit of a warranty given by a person other than the Company such Goods are sold with so much of that benefit as the Company can pass on to the Customer.

(e) If the Customer is dealing as a consumer nothing in this Clause shall exclude the provisions of Sections 13,14 and 15 of the Sale of Goods Act 1979.

(f) The Customer shall indemnify the Company against all actions claims or demands by third parties against the Company howsoever arising directly or indirectly in respect of or in connection with the Goods or the Contract.

11. ACCEPTANCE

(a) The Customer must inspect the Goods on delivery and must notify the Company within three working days of any apparent defect or non-delivery. Where any damage has occurred during carriage provided by the Company the Customer must comply with the Carrier's conditions of contract as to notification of damage (a copy of Carrier's conditions being available from the Company or the Carrier).

(b) Any Goods claimed to be defective must be returned to the Company forthwith at the Customer's expense. Unless returned or notified in accordance with this clause 11 the Goods shall be deemed accepted and the Contract shall be treated as affirmed.

12. RETURNS

(a) The Company will at its' own discretion will accept return of goods within 28 days of delivery, where there is no material damage to the packaging. There will be a 25% restocking fee payable.

(b) Goods will not be considered for return after 28 days.

13. CANCELLATION POLICY - SERVICES

(a) Services that have been booked for a set date may be cancelled or postponed without incurring a penalty, so long as they are cancelled or postponed in writing more than 5 working days before the date of the service to be provided.

(b) Services that are cancelled or postponed within 5 days of the booked date will be liable to a 20% cancellation fee.

(c) Services that are cancelled or postponed the day before the booked date will incur a 50% cancellation fee.

(d) Services that are cancelled or postponed or if our employees are unable to gain access to site on the day of the booked visit, then the full fee is chargeable.

(e) Any travel expenses that are incurred in preparing to attend site, then all costs incurred to that point are recoverable.

14. INTELLECTUAL PROPERTY

(a) The Customer warrants to the Company that no requirements of the Customer in relation to the Goods will cause the Company to be in breach of any third party intellectual property rights of any nature and the Customer shall keep the Company indemnified against any claim loss damage or expense suffered by the Company resulting from any such breach.

(b) Intellectual property rights in the Goods or any other materials supplied by the Company to the Customer including, but not limited to, copyright, registered and unregistered design rights, patents and patent applications, registered and unregistered trademarks, and confidential know-how shall remain vested in the Company

(c) The customer shall keep confidential all information communicated to it by the Company under this Contract and shall use such information only for the purpose of use of the Goods by it or its customer and for no other purpose.

(d) The Company reserves the right to change drawings of specifications without notice.

15. COMPANY'S AND CUSTOMER'S PROPERTY

Any items (other than the Goods but including without prejudice to the generality drawings and samples) delivered by the company to the Customer or delivered by the Customer to the Company shall remain the property of the party delivering the same and shall be returned to that party on demand without any unauthorised duplication or copying.

16. FORCE MAJEURE

(a) The Company shall not be liable for any damage or loss or failure or delay in performing its obligations caused as a result of any circumstances of force majeure effecting the Company whether directly or indirectly. For this purpose the term " force majeure" shall mean any occurrence or circumstance outside the Company's control including but without limitation any act of God, fire, flood, plant breakdown, malicious damage, theft, non-availability of power, water supplies, or materials, industrial action (including by the Company's employees), act of government or other public authority, civil disturbance, terrorism or war.

(b) In the event of force majeure affecting the Contract the Company shall give notice of the same to the Customer. If the force majeure shall continue for more than three months either party shall be entitled to give written notice to the other to terminate the contract without prejudice however to any claim by either party against the other in respect of any antecedent breach.

17. TERMINATION

In addition to any other remedy, the Company may immediately withhold deliveries, repossess Goods which remain its property, terminate the Contract (and any other contract with the Customer) and retain any payments made by the Customer if the Customer:

(1) breaches any of its obligations under the Contract which (if in the opinion of the Company is capable of rectification) has not been rectified by the Customer within 28 days of notification of such breach to it by the Company; or

(2) ceases trading or is unable to pay its debts as they fall due, or has any receiver or liquidator appointed over any of its business or assets, or passes a resolution for winding up, dissolution or bankruptcy, or enters into any composition or voluntary arrangements with its creditors, or is subject to any similar event of insolvency in any other jurisdiction, or if the Company reasonably suspects that the Customer is likely to be subject to any of the same.

18. WAIVER

No failure or delay by the Company in enforcing any of its rights under the Contractor nor grant by it to the Customer of any time or indulgence shall constitute a waiver of any of the Company's right under the Contract save to the extent specifically set out by the Company in writing and signed by a Director.

19. ASSIGNMENT AND SUB-CONTRACTING

The Customer shall not be entitled to assign the Contractor to any other person without prior written consent of the Company. The Company may sub-contract part or all of its obligations under the Contract

20. NOTICES

Notices may be given by either party to the other by sending them to the registered office or last known business address of the addressee. Any such notice will be valid if sent by facsimile or post and will be deemed to have been received in the ordinary course of transmission or dispatch.

21. SEVERANCE

If any time one or more of the provisions of these Terms and Conditions becomes invalid, illegal or unenforceable in any respect under any law the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

22. GOVERNING LAW

This contract shall be governed by and construed by in accordance with English Law. The parties hereby submit to the non-exclusive jurisdiction of the English Courts.

23. WEEE Compliance B2B

(a) The B2B end user is responsible for all liabilities regarding the environmentally sound disposal of the EEE when it is discarded as WEEE.

(b) The producer may, for commercial reasons only, offer a take back option when a B2B end user is purchasing a new product, however, this will be decided on a case by case basis and may incur a charge.

(c) For local environmental sound disposal please contact 0845 257 7024 or info@weeelight.co.uk for a free no obligation quote for the removal of WEEE items from a B2B end user.