

# STANDARD TERMS AND CONDITIONS OF SALE

This document contains the terms and conditions which apply to the contract for the purchase of equipment from Access Audio Visual, as specified on your invoice. All sales of Products and Services made by Access Audio Visual are subject to these terms and conditions.

## 1. DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1 "Business Customer" means any customer who is not a Consumer.
- 1.2 "Consumer" means an individual contracting with us out with the course of their trade, business or profession.
- 1.3 "Customer" or "you" means the person or legal entity to whom Access Audio Visual supplies the Product or Services as detailed on the relevant Invoice.
- 1.4 "Invoice" means the document sent to you by Access Audio Visual setting out the details of the Product or Services being supplied to you and the Price.
- 1.5 "Access Audio Visual" or "we" or "us" means Access AV Ltd, 2-6 Wellgatehead, Lanark, ML11 9AA or its sub-contractors, agents and licensors as the case may be.
- 1.6 "Price" means the cost or charge for the Product and/or Services.
- 1.7 "Product" means the products being supplied to you, as detailed on your Quotation and Invoice.
- 1.8 "Services" means the service to be performed by Access Audio Visual pursuant to the warranty for those standard and optional service packages selected by you, all as detailed on your Invoice.
- 1.9 "Third Party Products" means all products that are not the original Products or Programs (see Clause 13).
- 1.10 "Warranty" means the standard product warranty provided by the OEM in relation to the Products

## 2. WARRANTY

- 2.1 Details of the Warranty applicable to your Product(s) are set out in the warranty documentation included with each Product. The provisions of the warranty document are deemed to be incorporated into these terms and conditions and into any contract incorporating these terms and conditions. You are advised to read the warranty documentation carefully.
- 2.2 Third Party Products not supplied by Access Audio Visual are not, under any circumstances, covered by any Warranty on Products that we supply.
- 2.3 All other warranties, whether express, implied, statutory or otherwise (including all implied warranties of suitability, satisfactory quality and fitness for a particular purpose) are hereby excluded to the fullest extent permitted by law.

## 3. CONCLUSION OF THE AGREEMENT

- 3.1 You can place an order in writing, by fax or through email or by any other means from time to time provided for by Access Audio Visual. Confirmation of your order in writing by Access Audio Visual constitutes the conclusion of the contract between you and Access Audio Visual in relation to the supply of the Product.
- 3.2 In relation to a Business Customer, Access Audio Visual will issue an order confirmation once a valid purchase order is received from you. At the sole discretion of Access Audio Visual we may from time to time agree to accept a company email as a valid means to accept your order. This will only be by prior arrangement with Access Audio Visual.
- 3.3 Your acceptance of a quotation or placement of an order will not conclude or constitute the conclusion of a binding contract with Access Audio Visual.
- 3.4 By placing an order you acknowledge that you have read and understood these terms and conditions and agree to be bound by them.
- 3.5 Access Audio Visual may, in its absolute discretion, decline to accept orders.

## 4. PRICE

- 4.1 The Price of the Product or Services will be as shown on your Invoice.
- 4.2 Quotations given by Access Audio Visual regarding the cost of a particular product are valid only for 30 days from the date of the quotation.
- 4.3 All prices and configurations are subject to change without notice or obligation at any point prior to Access Audio Visual's acceptance of your order in writing.
- 4.4 Unless otherwise expressly stated in writing, the Price does not include Value Added Tax or any other existing or future taxes, tariffs, fees, duties or levies applicable to the Product itself or the sale of the Product. If any such additional amounts are required to be withheld, collected or paid, Access Audio Visual reserves the right, at any time, to add these to the Price.
- 4.5 Unless otherwise expressly stated in writing, the Price does not include delivery costs, insurance or any other expenses that are your sole responsibility.

## 5. PAYMENT

- 5.1 Payment of the Price is required prior to delivery of the Product or performance of the Services. If payment of the Price is not made your order will not be scheduled for delivery/installation by Access Audio Visual. Any delay in making payment of the Price will affect the estimated delivery date for your Product. Access Audio Visual shall not be liable for any loss which you may suffer as a result of a delay caused by your non-payment of the Price.
- 5.2 Access Audio Visual may, at their sole discretion, at the time of placement of the order allow payment to be made within 30 days of the date of the Invoice. Access Audio Visual may in its absolute discretion decline to offer credit terms.
- 5.3 Access Audio Visual will charge interest at 8% per annum on any payment not received by the due date shown on your Invoice.

## 6. DELIVERY

- 6.1 All delivery dates specified by Access Audio Visual are estimates only and are not binding on us. Time of delivery shall not be of the essence of the contract and Access Audio Visual shall not be liable for any loss, costs, damages, charges or expenses caused, directly or indirectly, by any delay in the delivery of the Product or Service.
- 6.2 Access Audio Visual reserves the right to change delivery dates when necessitated by Supplier requirements.
- 6.3 Unless expressly agreed otherwise, Access Audio Visual will use their preferred carrier, who will deliver the Product to the address in the British Isles specified by you. Delivery charges will be as specified on the Quotation or Invoice as appropriate.
- 6.4 Delivery times cannot be guaranteed.
- 6.5 When taking delivery of the Product, you must not sign in acceptance of goods which are clearly damaged or, if you do sign, you must make it clear on the document that the goods were clearly damaged at the point of delivery. Failure to do so will prejudice Access Audio Visual's rights against the courier.

## 7. ACCEPTANCE OF THE PRODUCT

- 7.1 You are obliged to inspect the Product on delivery. Any damage to the Product must be reported in writing to Access Audio Visual within seven days of delivery. If no intimation is made within this period you will be deemed to have accepted the

product in a satisfactory condition. This does not affect your statutory rights or your rights under the relevant Product's Warranty.

## 8. CANCELLATION OF THE CONTRACT

- 8.1 This clause applies only in relation to a contract with a Consumer
- 8.1 You have the right to cancel the contract within seven days of the date of the order confirmation issued by Access Audio Visual. If you wish to exercise your right to terminate the contract you must do so by intimating this in writing to Access Audio Visual within the said seven day period.

## 9. ALTERATION OF THE ORDER

- 9.1 Prior to our instigation of delivery you have the right to alter your order. Any changes to the order will be deemed a cancellation of the original order. A revised order confirmation and revised delivery estimate will be issued to you. Access Audio Visual reserves the right to alter the Price as a result of any change to an order requested by you. All alterations to orders will attract an administration fee of £35 inclusive of VAT.

## 10. TITLE AND RISK

- 10.1 Title to the Product will not pass to you until all sums payable to Access Audio Visual specified on your Invoice have been paid.
- 10.2 You will not resell the Product or permit any third party to take possession of or security in the Product until all sums specified on your invoice have been paid to us.
- 10.3 If the Product is attached by a third party or if any other enforcement measures are taken which affect the Product, you will inform such third parties of our retention of title and will immediately inform us of any such enforcement measures.
- 10.4 All liability and responsibility for the risk of damage to the Product shall pass to you on delivery. You will take reasonable care of the Product and retain possession of the Product until such time as title in the Product passes to you or the Product is returned to us.

## 11. LIABILITY

- 11.1 Except in respect of liability for death or personal injury due to negligence, for which no limit applies, the entire liability of Access Audio Visual to you in respect of any claim whatsoever, arising out of this contract shall be limited to the Price.
- 11.2 Access Audio Visual shall not be liable to you for losses suffered as a result of any representations, breach of contract, negligence or otherwise including, but not limited to, any liability for direct, indirect or consequential loss, loss or corruption of data, loss of profits, revenue, business or goodwill or loss of opportunity. This shall apply even where such loss was reasonably foreseeable or we had been made aware of the possibility of you suffering such a loss.
- 11.3 Access Audio Visual shall not be liable for any loss, costs, damages, charges or expenses caused, directly or indirectly, by any delay in the delivery of the Product.
- 11.4 Access Audio Visual shall not be liable for any losses, whether direct or indirect and howsoever arising, occurring as a result of Access Audio Visual's failure to meet quoted or estimated response times for services.
- 11.5 Nothing in these terms and conditions shall exclude or limit Access Audio Visual's liability for death or personal injury resulting from our negligence or that of our employees, agents or sub-contractors.
- 11.6 The statutory rights of a Consumer in terms of the Unfair Contract Terms Act 1977 remain unaffected.

## 12. SERVICES

- 12.1 Services will be provided by Access Audio Visual in accordance with the relevant provisions of the Product Warranty.
- 12.2 All services are provided expressly subject to availability of materials and labour resources. Access Audio Visual will use its reasonable endeavours to meet quoted response times but these are estimates only and are not guaranteed.
- 12.3 Access Audio Visual shall not be liable for any losses, whether direct or indirect and howsoever arising, occurring as a result of Access Audio Visual's failure to meet quoted or estimated response times.

## 13. SOFTWARE AND HARDWARE

- 13.1 You acknowledge that the Product may include or incorporate software programs ("Programs"). You agree and acknowledge that by turning on the Product you have accepted the terms and conditions applicable to the use and operation of the Programs.
- 13.2 Access Audio Visual shall have no liability for any incompatibility between the Product and any additional software or hardware acquired by you for use with the Product.

## 14. SEVERABILITY

- 14.1 If any provision of these terms and conditions is held to be invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if these terms and conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

## 15. WAIVER

- 15.1 The failure or delay by either party to enforce, at any time or for any period, any of its rights under these terms and conditions, shall not be deemed to be a waiver of such a right or of the right to subsequently enforce any and all provisions of these terms and conditions.
- 15.2 Indulgence or forbearance by either party shall not be deemed a waiver of any of that party's rights under these terms and conditions.

## 16. NOTICES

- 16.1 All notices which require to be served on or sent to Access Audio Visual under this agreement, shall only be deemed validly served if sent by post to Access Audio Visual, 18 Glasgow Road, Uddingston G71 7AS.

## 17. ENTIRE AGREEMENT

- 17.1 These terms and conditions and the accompanying quotation, order confirmation and invoice contain the entire terms of the agreement between the parties and supersede any previous agreements, arrangements, undertakings or proposals, whether oral or written. These terms and conditions may only be varied by an express written agreement signed by a director of Access Audio Visual.

## 18. GOVERNING LAW AND JURISDICTION

- 18.1 These terms and conditions shall be governed by and construed in accordance with the laws of Scotland.
- 18.2 The parties hereto submit to the exclusive jurisdiction of the Scottish Courts.