

# HEBDEN SOUND Ltd.

## CONDITIONS OF CONTRACT

1. No order is binding upon Hebden Sound Ltd ('the Company') until it has been accepted by the Company in writing. Bridge Microphones and Accusound are trading names of Hebden Sound Ltd and are also bound by these conditions.

2. These conditions apply to the exclusion of any terms or conditions of the customer, and cannot be varied other than by acceptance by the Company in writing of any particular variation. These conditions do not affect your statutory rights.

3. Any quotation by the Company does not constitute an offer to supply, and any order made in response to a quotation by the Company is not binding upon the Company until it has been accepted by the Company in writing.

### CONDITIONS 4-7 INCLUSIVE SHALL APPLY WHENEVER THE COMPANY SELLS ANY GOODS TO THE CUSTOMER.

4. Risk of damage to or loss of the goods shall pass to Customer

(a) In the case of goods to be delivered at the Company's premises, at the time when the Company notifies the Customer that the goods are available for collection: or

(b) In the case of goods to be delivered otherwise than at the Company's premises, at the time of delivery (or if the Customer wrongfully fails to take delivery of the goods the time when the Company has tendered delivery of the goods) or when the goods are despatched from the Company's premises whichever is earlier and the Company is accordingly not liable for and damage shortage or loss in transit.

5 (a) Notwithstanding delivery and the passing of risk in the goods, or any other provision of these conditions, the property in the goods shall not pass to the customer until the Company has received in cash or cleared funds payment in full of the price of the goods and all other goods agreed to be sold by the Company to the Customer for which payment is then due.

(b) Until such time as the property in the goods passes to the Customer, the Customer shall hold the goods as the Company's fiduciary agent and bailee, and shall keep the goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as the Company's property. Until that time the Customer shall be entitled to re-sell or use the goods in the ordinary course of its business, but shall account to the Company for the proceeds of sale or otherwise of the goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Customer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

(c) Until such time as the property in the goods passes to the Customer (and provided the goods are still in existence and have not been re-sold) the Company shall be entitled at any time to require the Customer to deliver up the goods to the Company and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or third party where the goods are stored and repossess the goods.

(d) The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Company, but if the Customer does so all moneys owing to the Customer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

6.(a) This clause does not apply to any contract such as is described in Section 26(3) of the Unfair Contract Terms Act 1977 or any statutory re-enactment thereof

(b) Subject to Paragraph (e) of this clause the Company gives no warranty or guarantee of any kind in respect of the goods

(c) Where the goods have not been acquired by the Company from a third party the Company's liability in respect of the goods in all cases and in all circumstances shall be limited to the repair or at the Company's option replacement of the goods and subject to Paragraphs (d) and (e) of this clause the Company will not himself be in any way further liable to the Customer in respect of the goods Where the Company has acquired the goods from a third party the Company will so far as he is able to do so pass onto the Customer the benefit of any guarantee or warranty he receives from a supplier in respect of the goods and subject to Paragraphs (d) and (e) of this clause the Company will not himself be in anyway further liable to the Customer in respect of the goods

(d) CONSUMER SALES - where the customer deals as a consumer as defined by Section 12 of the Unfair Contract Terms Act 1977 or any statutory re-enactment thereof nothing in these conditions shall exclude or restrict the Company's liability to the Customer in respect of the matters in respect of which the Company's liability to the Customer so dealing as a consumer cannot by law be excluded or restricted.  
(e) Nothing in these conditions shall exclude from these conditions any implied warranty the exclusion of which from these conditions is absolutely prohibited by law

(f) Subject to Paragraphs (d) and (e) of this clause the Company shall not in any circumstances be liable for any damages compensation costs expenses losses or other liabilities, whether direct or consequential, and subject to Paragraph (c) of this clause any other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by any rule of law

(g) The Customer shall indemnify and keep indemnified the Company and his effects against all actions claims demands and liability in respect of the goods except where such actions claims demands and liability arise from breach of contract or negligence

7.(a) If and only if the contract is a contract such as is described in Section 26(3) of the Unfair Contract Terms Act 1977 or any statutory re-enactment thereof the provisions of this clause shall apply.

(b) The Company gives no warranty or guarantee of any kind in respect of the goods.

(c) Any conditions which would otherwise be implied by law is hereby expressly excluded in respect of the goods.

(d) The Company shall not be in any way liable to the Customer in respect of the goods.

(e) The Company shall not in any circumstances be liable for any damages, compensation, costs, expenses, losses or other liabilities, whether direct or consequential and any other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by any rule of law

(I) The Customer shall indemnify and keep indemnified the Company and his effects against all actions claims demands and liability in respect of the goods.

### CONDITIONS 8-15 INCLUSIVE SHALL APPLY WHENEVER THE COMPANY DOES ANY WORK FOR A CUSTOMER OR SUPPLIES ANY SERVICE TO A CUSTOMER:

8. The Company agrees to perform work only on the strict understanding that he will not under any circumstances be liable to the Customer for any faults or defects in the item upon which such work is to be performed and any contents or accessories in on or attached thereto ("The item") which appear or develop for any reason during the work performed by the Company. The Company gives no guarantee or warranty whatsoever with regard to any work performed by him except that he will perform the work specified in the contract in the manner (if any) specified in the contract and, in the case of repair and service work, subject to the availability of capacity and facilities, he will endeavour to correct any faults or defects at the Customer's expense and risk Any term further defining the Company's obligation under the contract which would otherwise be implied by law is hereby expressly excluded.

9 No claim shall be brought against the Company in respect of any work performed by him after the expiry of a period of 3 months from the date of delivery of the item back to the Customer or to any person on behalf of the Customer

10. The Company reserves the right to sub-contract any part of the work to be carried out under the contract

11. If the Customer fails to collect the item or fails to pay any charges which are payable before collection or delivery of the item within 14 days after the date for collection or delivery or payment the Company shall be entitled to make a reasonable charge for storage and the item will thereafter be stored solely at the risk of the customer.

12. Subject to the provisions of The Tort (Interference With Goods) Act 1977 the Company reserves the right to dispose of the item left with the Company and not collected.

13. Unless a fixed price for the work has been expressly agreed in writing by the Company, the Customer shall pay for all labour, part. and materials actually used, engaged or employed in carrying out the work (including any further labour, part. or materials necessary to put the item into proper working order unless the Customer has in writing stated that such further labour, part. or materials are not to be undertaken or provided) at the Company's rates and prices ruling at the time of completion of the work.

14 The Customer is responsible for insuring the item against all risks whilst at the Company's premises and the Company accepts no responsibility whatsoever for loss or damage to the item whilst on the Company's premises

15 Subject to condition 8 hereof the Company shall not in any circumstances be liable for any damages, compensation, costs, expenses, loss or other liabilities, whether direct or consequential, in relation to any work performed by the Company or any service supplied by the Company, and any other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by any rule of law.

16.(a) If a delivery date or date or time for carrying out any work or supplying any service is specified in the contract this is approximate only and unless the Company otherwise expressly agrees in writing time is not of the essence for delivery or carrying out the work or supplying the service The Company will not be liable in any circumstances for the consequences of any delay in delivery or failure to deliver, or delay in carrying out or failure to carry out any work or supply any service, if the duration of the delay is not substantial or if the delay or failure is due to Act of God, fire, inclement or exceptional weather conditions, industrial action (whether at the Company's premises or elsewhere), hostilities, shortage of labour materials power or supplies, governmental order or intervention (whether or not having the force of law) or any other cause whatever beyond the Company's control or of an unexpected or exceptional nature.

(b) No delay shall entitle the Customer to reject any , delivery or to repudiate the contract or the order

17 Any amount or amounts expressed in the contract to be in respect of Value Added Tax is/are calculated at the rate ruling at the date of the contract. If before the date of supply for Value Added Tax purposes there shall be any variation in the rates of Value Added Tax applicable, the total purchase price payable for the goods agreed to be sold, or the service agreed to be supplied, howsoever stated or computed, shall be increased or decreased by the amount of such fluctuation in the Value Added Tax rate.

### 18. TERMS OF PAYMENT

Subject to the credit being approved invoices are due for payment not later than 28 days from the date of issue. Otherwise payment must be received by the Company before delivery. Where the order is for goods and service (eg installation) a deposit equalling 25% of the total order is required prior to work starting. The invoice date of issue will be the date the installation is complete. The Company also reserves the right to charge interest on overdue accounts at the rate of 2% per month or part of a month compounded monthly, plus an overdue charge of £10.

19 Any notice given by the Company to the Customer under the terms of the contract may be served personally or be left at the last known residence or place of business of the Customer or may be sent by pre-paid post to any address for the Customer expressed in the contract, and if sent by post, such notice shall be deemed to have been received in due course of post.

20. In accordance with the distance selling regulations, Hebden Sound gives you 7 working days from your order to change your mind for any reason. We only ask that you return the goods in their original packaging for a full refund. (This will be confirmed on your "confirmation of order" which will be emailed to you following your order)

21. The contract shall in all respects be governed by and construed in accordance with English Law and the Customer hereby submits to the non-exclusive jurisdiction of the English Courts.

June 2022