

CONDITIONS OF SALE

1. GENERAL

All quotations are given and all orders are accepted on the terms of the sellers CONDITIONS OF SALE and on any special conditions set out in its quotation and on no others. These conditions which supersede any earlier sets of conditions appearing in the sellers catalogue, price lists or elsewhere, shall override and exclude any other terms or conditions stipulated or incorporated or referred to by the buyer, whether in an order or in any other negotiations. These CONDITIONS OF SALE shall at all times overrule conditions of purchase, and the signing by the seller of any of the buyers documentation does not imply a modification of these conditions. Any modification of these conditions is ineffective unless made by a written agreement between the parties.

2. SPECIFICATIONS

All descriptions and illustrations contained in the seller's quotations, estimates, catalogues, price lists and advertisements or otherwise communicated to the buyer are intended merely to present a general idea of the goods described therein. Nothing contained in any of them shall form part of any agreement of which the CONDITIONS OF SALE form a part. Notwithstanding that a sample of the goods may have been exhibited to and inspected by the buyer, it is hereby agreed that such a sample was so exhibited and inspected solely to enable the buyer to judge for himself the quality of the product and not so as to constitute a sale by sample. The seller reserves the right to sell, to anyone, any goods purchased or manufactured for the buyer regardless of any name or brand the goods may bear.

3. PRICES

All prices quoted or shown in catalogues, price lists, quotations, estimates or advertisements are net prices and exclude VAT and carriage, unless otherwise stated. Orders are accepted at the prices shown in the seller's quotation, current catalogues and price lists, but the seller reserves the right to amend these prices to those ruling at the date of despatch due to currency fluctuations or circumstances beyond the control of the seller, and to amend any accidental errors or omissions. Where prices are quoted in "Pounds Sterling", with currency parity advised, the invoice value will be adjusted to cover the deviations from the specified rate, to the rate ruling at the date of invoice.

4. PAYMENT

Payment, for account customers (Available in the UK only), shall fall due 30 days after the date of invoice and this shall be a net payment. Customers wishing to establish an account must furnish two satisfactory trade references and one banker's reference (Charges made by banks for references are payable by the customer.). The customer shall not be entitled to deduct from or set off against any sums, which may become due, from the seller without prior written consent of the seller. The seller reserves the right to withhold deliveries until amounts due are paid in full. The seller reserves the right to make interest charges at 2.5% per month on any sums due to the seller after 30 days from the date of invoice.

5. DELIVERY and/or INSTALLATION

While every endeavour is made by the seller to provide a service or supply goods within the specified period, all delivery periods are estimates only and seller shall not be liable for failure to provide a service or make goods available within such periods. Under no circumstances shall the seller be liable to compensate the buyer, for damages or otherwise for non provision of service, non-delivery, late delivery of any goods or any loss, consequential or otherwise arising therefrom.

6. CARRIAGE

Carriage will be charged on all goods. Any special deliveries requested by the buyer will be charged to the buyer. The goods will be at the buyer's risk from the time they are delivered and the seller shall not be liable for any loss occurring after the risk has passed to the buyer, however caused. Nor shall any liability of the buyer to the seller be diminished or extinguished by reason of such loss.

7. LOST OR DAMAGED GOODS

Damaged goods or goods lost or damaged in transit will be replaced at no charge provided written notification of such damage or loss is received by the seller from the buyer within ten days of the date of the "Advise Note" or "Invoice". If the buyer fails to give such notice the goods shall be deemed to be, in all respects, in accordance with the contract and the buyer shall be deemed to have accepted the goods in good condition.

8. GUARANTEE

All goods shall be subject to the terms contained in any form of guarantee issued by the manufacturer but shall be limited to the repair or replacement of the goods only and shall be free from all warranties expressed or implied.

The seller shall not be responsible for any damage, injury to person or property, damage to items connected to or associated with the items sold or any consequential loss arising out of their use or handling.

9. RETURNED GOODS

No returns, other than goods damaged in transit or goods for replacement or repair under warranty, will be accepted by the seller without prior written consent. In which case the seller reserves the right to levy a percentage of 20% of the invoice value, with a minimum of twenty Pounds Sterling to cover handling of such goods returned. Under all circumstances the buyer will pay the costs of returning any goods to the seller at any time.

10. CANCELLATION OF ORDERS

The buyer may not cancel orders after such orders have been received by the seller without the written consent of the seller. In which case the seller reserves the right to levy a percentage charge of up to 30% with a minimum of 5% on the invoice value of orders cancelled. The seller reserves the right to sell or dispose of, in any way, any goods so cancelled even if the cancelled goods bear the buyer's name or brand.

11. ARBITRATION & PROPER LAW

In the event of any dispute or difference arising out of these CONDITIONS OF SALE being settled by arbitration, then the provisions of the Arbitration Act 1950 shall be deemed to prevail. Any agreement incorporating these CONDITIONS OF SALE shall be governed by and be read and construed in accordance with English law.

12. TITLE

(a) Title in the goods shall pass to the buyer only when payment has been made and the buyer shall permit the servants or agents of the seller to enter on to the buyer's premises and to repossess the goods at any time prior thereto.
(B) The buyer may sell and deliver the goods to a third party in ordinary course of the buyer's business on the condition that until such payment has been made to the seller, the buyer will hold the proceeds of such sales on trust for the seller.

13. PERFORMANCE OF COPYRIGHT MATERIAL

The buyer warrants that he has, or will obtain, the appropriate licence in the event of any equipment received from the seller being used for the public performance of any copyright material.



PREMIER SOLUTIONS (NOTTINGHAM) LTD.

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TRADING AGREEMENT & ACCOUNT APPLICATION

High technology solutions for special audio and lighting applications

Registered Office:

11 Ascot Park Estate, Lenton Street, Sandiacre,
Nottingham, NG10 5DJ, United Kingdom

Tel: +44 (0) 115 9394122 Fax: +44 (0) 115 9490453

Directors: Mr. K. Hopcroft Mrs. H. Hopcroft Company Number: 4410732

PREMIER SOLUTIONS (Nottingham) Ltd.

11 Ascot Park Estate, Lenton Street, Sandiacre, Nottingham, NG10 5DJ, United Kingdom