

ORDERING TERMS AND CONDITIONS

1. All orders are accepted and goods supplied subject to the following express terms and conditions (the Company's standard conditions of sale) and, save to the extent that the exclusion or restriction of liability may be prohibited by statute, all other conditions, warranties and representations, expressed or implied and statutory or otherwise, except as to title, are hereby excluded. Any order placed by a customer shall constitute an offer to contract upon these express terms and conditions, and no addition thereto or variation there from, whether contained in the customer's order or otherwise shall apply unless expressly agreed in writing by the Company's authorised representative.

2. Definitions

"The Company" means Custom AV Distribution referred to as CAVD. "The customer" means the person to whom the Company may agree to sell goods and in accordance with the Company's standard conditions of sale. "The Goods" means the articles or things or any of them or any part of them to be provided by the Company in accordance with the Company's standard conditions of sale.

3. Orders

All orders are subject to availability of the goods and to written acceptance by the Company's authorised representative. Any prior confirmation by the Company by email or telephone shall be deemed to be provisional only.

4. Prices

(a) Price lists and other advertising literature or material as used by the Company are intended only as an indication to price and range of goods offered and no prices, descriptions or other particulars contained therein shall be binding on the Company. If the price is incorrect at the time of order, then the Company is not bound to that order. Errors in pricing can happen from time to time.

(b) All quoted or listed prices are based on the cost to the Company of supplying the Goods to the customer and if before delivery of Goods there occurs any increase in any way of such costs in respect of Goods which have not yet been delivered the price payable shall be subject to amendment without notice at the Company's discretion.

5. Manufacturer specifications

The Company will not be liable in respect of any loss or damage caused by or resulting from any variation for whatever reason in the Manufacturer's specifications or technical data and will not be responsible for any loss or damage resulting from curtailment or cessation of supply following such variation. The Company will endeavour to advise the customer of any such impending variation as soon as it receives notice thereof from the Manufacturer.

6. Carriage and delivery

Unless otherwise specifically agreed prices do not include delivery charges to the customer, and the Company reserves the right to levy a charge for delivery to any destination advised by the customer.

7. Passing of risk and property

(a) Risk in the Goods shall pass to the customer on delivery.

(b) The Goods shall remain the property of the Company until payment has been made in full by the customer.

(c) If payment in full is not made in accordance with the Company's standard conditions of sale the Company may require the customer to return the Goods forthwith and if the requirement is not immediately complied with the Company shall be entitled at any time and without notice to retake possession of the whole or any part of the Goods (and for that purpose to enter the premises occupied by the customer and sever the Goods from anything they are attached to without being responsible for any damage thereby caused) without prejudice to any other remedy that may be available to the Company.

8. Defects and use

Save as herein expressly provided, and save to the extent that the exclusion or restriction of liability may be prohibited by statute, the Company shall not be liable for any loss of whatsoever nature or to whomsoever or whatsoever caused arising out of the use of the Goods. The customer shall indemnify the Company against all claims made against the company by any third party in respect, thereof. Unless otherwise agreed.

(a) Where the Goods are rejected by the customer as not being in accordance with the customer's order, the Company will only accept the return of such Goods provided that it receives written notice thereof, giving detailed reasons for rejection, within 14 days of receipt of the Goods by the customer, and if such notice is not received by the Company within the said period of 14 days the Goods shall be deemed to have been accepted by the customer. The Company will not consider any claim for compensation, indemnity, or refund until liability if any has been established or agreed with the Manufacturer and where applicable the Insurance Company and under no circumstances shall be invoiced

costs of the goods be deducted or set off by the customer until the Company has passed a corresponding credit note and

(b) In the case of defects or faulty workmanship in the Goods or any part thereof the customer shall not be entitled to receive any compensation, credit or refund in excess of that received by the Company under any guarantee or warranty given to it by the Manufacturer or the supplier thereof.

9. Payment

Save as herein expressly provided, unless otherwise specifically negotiated and agreed, all accounts are payable prior to shipping of the goods.

Interest on late payment

(a) If the Customer shall fail to make payment when due the Customer shall additionally pay compound interest on all sums owing by it to the Company in respect of the Goods at the rate of four per cent above Lloyds Bank Base Rate from the date that payment of those sums was due under these Conditions until payment thereof in full.

(b) This provision shall be without prejudice to any other legal rights or remedies available to the Company if the Customer shall fail to make payment when due.

10. Dispatch

Any times quoted for dispatch are to be treated as estimates only and without prejudice, although every endeavour will be made by the Company to adhere to them. Quotations or offers of goods ex-stock are subject to the goods being unsold at the time of receipt of the customer's written order. All dispatch dates are calculated from the date of acceptance of the customer's written order or from the date when all outstanding technical details have been resolved which ever is the later. We cannot accept any consequential loss in any circumstances.

11. Refunds

If the company has agreed a credit note or refund then this will be raised within 30 days.

12. Customer's default and cancellations and re-scheduling of deliveries

(a) If the customer shall make default in or commit any breach of any of its obligations to the Company or if the customer being an individual (or when the customer is a firm, any partner in that firm) shall at any time become bankrupt or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors or shall purport to do so if in Scotland he shall be made insolvent or bankrupt or any application shall be made under any Bankruptcy Act for the time being in force for sequestration of his estate or a Trust Deed shall be granted by him on behalf of his creditors or the customer being an incorporated body any resolution or petition to wind up its business shall be passed or presented otherwise than for reconstruction or amalgamation or if a liquidator or receiver or manager of such corporate body or its undertaking property or assets or any part thereof shall be appointed or if the customer shall be insolvent or shall be unable or shall admit its inability to meet its commitments promptly as and when due the Company shall have the right (without prejudice to any further or other claims or right which the Company might have) forthwith to cancel any uncomplicated order or to cancel or suspend delivery and, notwithstanding any other provisions of the Company's standard conditions of sale, payments for any delivery already made shall immediately become due.

(b) Requests by a customer for cancellation of any order or for re-scheduling of deliveries will only be considered by the Company if made in writing, and shall be subject to the written acceptance of the Company in accordance with sub-clause 11(a) as aforesaid, or if cancelled or re-scheduled at the request of a customer as aforesaid then the customer shall indemnify the Company against all loss, costs (including the cost of labour and materials used and overheads incurred), damages, charges and expenses arising out of the order and the cancellation or re-scheduling thereof.

13. Force majeure

The Company shall not be liable for the cancellation by it of any order or any unfulfilled part thereof or for effecting partial delivery or performance if performance by the Company is prevented or delayed whether directly or indirectly by any cause whatsoever beyond the reasonable control of the Company whether such cause existed or was foreseeable at the date of acceptance of the customer's order by the Company or not and without prejudice to the generality of the foregoing any cause shall be deemed to prevent, hinder or delay the Company if the Company is thereby prevented, hindered or delayed from fulfilling other similar commitments whether to the customer or to third parties.

14. Non-standard goods

Unless otherwise agreed the Goods are supplied in accordance with the Manufacturer's standard specifications. The Company reserves the right to increase its quoted or listed price or to charge accordingly in respect of any orders

accepted for products of non-standard specification and in no circumstances will it consider cancellation of such orders or the return of the Goods.

15. Severability

If and to the extent that any provision or any part of a provision of the Company's standard conditions of sale is illegal, void or unenforceable for any reason, then such provision or part thereof (as the case may be) shall be deemed to be severable from the remaining provisions or parts of the relevant provision (as the case may be) all of which remaining provisions shall remain in full force and effect. In the event of a cancelled order CAVD shall only accept return of the goods under the following conditions,

a) the goods are in perfect condition,

b) they were not ordered specially in for the customer c) the time period expired is not more than 3 days from delivery. The company reserves the right to charge a restocking fee of 15% or more.

16. Waiver

The waiver by the Company of any breach of any term hereunder shall not prevent the subsequent enforcement of that term, and shall not be deemed a waiver of any subsequent breach.

17. Assignment

Customer agrees not to assign or transfer the Agreement or any of its rights herein without the prior written consent of the Company.

18. Returns

We adhere to UK Law and only sell to the trade. You will need to return any unused items within 7 working days. We have the right not to accept any return, however if we can accept the return then all items must have original packaging and in perfect condition. Please note that all returns to us are payable by the customer or we can collect the items for you but this would be chargeable. We exercise our rights to not accept any returns and/or charge a restocking fee.