

Terms & Conditions

1 DEFINITIONS

- 1.1 "Buyer" means the individual or organisation that buys or agrees to buy the Goods from the Seller;
- 1.2 "Contract" means the contract between the Seller and the Buyer for the sale and purchase of Goods incorporating these Terms and Conditions;
- 1.3 "Goods" means the articles that the Buyer agrees to buy from the Seller;
- 1.4 "Seller" means Amber Sound Ltd, Unit 1, Devonshire Business Centre, Cranborne Road, Potters Bar, Hertfordshire, EN6 3JR, UK;
- 1.5 "Authorised Officer" means a Director of Amber Sound;
- 1.6 "Terms and Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.

2 CONDITIONS

- 2.1 Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a Consumer.
- 2.2 These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer and shall prevail over any other documentation or communication from the Buyer.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions.
- 2.4 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller's Authorised Officer.

3 ORDERING

- 3.1 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Terms and Conditions and are subject to acceptance by the Seller. The Seller may choose not to accept an order for any reason.
- 3.2 Where the Goods ordered by the Buyer are not available from stock the Buyer shall be notified and given the option to either wait until the Goods are available from stock or cancel the order.

4 PRICE AND PAYMENT

- 4.1 The Price of the goods is quoted exclusive of VAT and excludes delivery charges.
- 4.2 After the order is received the Seller may confirm the details, description and price for the Goods.
- 4.3 Payment of the Price plus VAT and delivery charges must be made in full before dispatch of the Goods, unless the Buyer has an approved credit account.

4.4 The Seller reserves the right to charge interest on any amounts unpaid more than 30 days after the due date.

4.5 The Seller shall remain the owner of the Goods until the price is paid by the Buyer in full.

5 RIGHTS OF SELLER

5.1 The Seller reserves the right to adjust the price and specification of any item at its discretion.

5.2 The Seller reserves the right to withdraw any goods from sale at any time.

5.3 The Seller shall not be liable to anyone for withdrawing any Goods from sale or for refusing to process an order.

6 DELIVERY

6.1 Goods from stock supplied within the UK will normally be delivered within 3 working days of acceptance of order.

6.2 Goods from stock supplied outside the UK will normally be delivered within 10 working days of acceptance of order.

6.3 Where a specific delivery date has been agreed, and where this delivery date cannot be met, the Buyer will be notified and given the opportunity to agree a new delivery date or cancel the order.

6.4 The Seller shall use its reasonable endeavours to meet any date agreed for delivery. In any event time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any estimated delivery date.

6.5 Delivery of the Goods shall be made to the Buyer's address specified in the order and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

6.6 Risk in the Goods shall pass to the Buyer upon delivery of the Goods.

7 WARRANTY

The Seller warrants that the Goods will at the time of dispatch correspond to the description given by the Seller. Except where the Buyer is dealing as a Consumer, all other warranties, conditions, or terms relating to fitness for purpose, merchantability or condition of the Goods, whether implied by Statute, common law or otherwise are excluded, and the Buyer is satisfied as to the suitability of the Goods for the Buyer's purpose.

8 CANCELLATION AND RETURN

8.1 The Buyer shall inspect the Goods immediately upon receipt and shall notify the Seller emailing sales@ambersound.co.uk within 3 working days of delivery if the Goods are damaged or do not comply with any of the Contract. If the Buyer fails to do so the Buyer shall be deemed to have accepted the Goods.

8.2 The Buyer shall notify the Seller for non-delivery of Goods emailing sales@ambersound.co.uk within 3 working days of receipt of Invoice. If the Buyer fails to do so the Buyer shall be deemed to have received the Goods.

8.3 Where a claim of defect or damage is made the Goods shall be returned by the Buyer to the Seller. The Buyer shall only be entitled to replacement Goods if the Goods are in fact defective.

8.4 Goods must be returned by the Buyer at the Buyer's expense and should be adequately insured during the return journey.

8.5 Goods to be returned must clearly show the order number obtained from the Seller on the package.

8.6 Where returned Goods are found to be damaged due to the Buyer's fault the Buyer will be liable for the cost of remedying such damage.

8.7 Where Goods have been incorrectly ordered by the Buyer, these cannot be returned to the Seller without written confirmation, and must be in pristine condition in their original unmarked packaging. The Seller reserves the right to charge a restocking fee of not less than 15% of the invoice value for goods so returned.

8.8 Cancellation of any order may be accepted or refused at the discretion of Amber Sound Ltd and any such acceptance shall be subject to payment by the Purchaser of a cancellation charge. All requests regarding cancellation must be in writing.

9 RETENTION OF TITLE

The risk in the products shall pass to the purchaser on delivery. Notwithstanding delivery and the passing of risk, Amber Sound Ltd shall remain the sole legal and beneficial owner of the products which it supplies to the purchaser pursuant to any contract until:

- a) **The purchaser has paid for those products in full and also**
- b) **Payment in full to Amber Sound Ltd of all sums, including interest charges due Amber Sound Ltd from the purchaser for any reason whatsoever at the time of payment for the products which are the subject of that contract has been effected**

Notwithstanding any purported appropriation to the contrary Amber Sound Ltd shall be entitled to appropriate any payment or payments for products made by the purchaser to Amber Sound Ltd to such products and accounts as it shall deem fit.

10 LIMITATION OF LIABILITY

10.1 In the event of any breach of these Terms and Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the Price of the Goods and the Seller shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatever.

10.2 Nothing in these Terms and Conditions shall exclude or limit the liability of the Seller for death or personal injury resulting from the negligence of the Seller or that of the Seller's agents or employees.

11 WAIVER

No waiver by the Seller (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

12 FORCE MAJEURE

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control including, but not limited to, acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations.

13 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

14 CHANGES TO TERMS AND CONDITIONS

The Seller shall be entitled to alter these Terms and Conditions at any time but this right shall not affect the existing Terms and Conditions accepted by the Buyer upon making a purchase.

15 GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

April 2016