

RealSound and Vision Ltd
Ludbridge Mill
East Hendred
Oxfordshire
OX12 8LN



Tel: 0845 812 1122
Fax: 0845 812 1144

info@realsound.co.uk
www.realsound.co.uk

OUR TERMS AND CONDITIONS OF BUSINESS

1. DEFINITIONS

PRICE- Prices charged are those ruling on the date of despatch

GOODS - All products or services supplied to the customer

SELLER- RealSound and Vision Ltd. (hereinafter referred to as "RSV")

CUSTOMER- The person, firm or company (hereinafter referred to as "the Customer") whose order is accepted by RealSound and Vision Ltd.

2. GENERAL CONDITIONS

- i. All orders are accepted subject to these Terms & Conditions.
- ii. No variation to the Terms and Conditions of Sale is permitted unless expressly authorised in writing by a director of RSV.
- iii. No other person is authorised to neither accept, confirm or vary any order nor make any representation promise or warranty on behalf of RSV.
- iv. The giving by the Customer of any delivery instructions for the goods or services or any part thereof or the acceptance by the Customer of delivery of goods or completion of services shall constitute unqualified acceptance by the Customer of these conditions.

3. WAIVER

The waiver by RSV of any breach of any of these Conditions of Sale shall not in any way prejudice the subsequent enforcement of the term and shall not be deemed a waiver of any subsequent breach thereof.

4. ASSIGNMENT

The quotation or contract to which these are the Conditions Of Sale is personal to the Customer who shall not without prior written consent of RSV assign any rights or obligations hereunder to any other person, firm or company.

5. LIABILITY

- i. All terms and conditions implied by common law, statute or otherwise are hereby expressly excluded.
- ii. In no event shall RSV be liable to the Customer for any indirect loss or damage of any kind (including but not limited to loss of profits, business, revenue, contracts, goodwill or anticipated savings) whether arising in contract, tort (including negligence), and breach of statutory duty or otherwise.
- iii. Any dates for delivery of goods or actioning of services given by RSV (whether before or after acceptance of order) are given in good faith and in expectation that RSV shall be under no liability for loss, damage or expense suffered by the Customer or any third party arising from failure of RSV to deliver goods or action services on any specified date or at any specified time.
- iv. Where RSV is satisfied that the Goods have been delivered to the Customer damaged or materially defective, RSV undertakes to replace the damaged or defective goods with similar goods provided that the Customer notified RSV in writing of the damage or defect within 48 hours of delivery.
- v. Without prejudice to the foregoing RSV's total and aggregate liability to the Customer whether arising in Contract, tort (including negligence), and breach of statutory duty or otherwise shall be limited to the total price charged.

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- vi. RSV and the Customer acknowledge and agree that the allocation of risk and liability contained in these Conditions of Sale is reasonable in all the circumstances having regard to all the relevant factors including the ability of the Customer to rely on its own insurance arrangements and other resources to bear or recover any loss or damage covered.
- vii. Nothing in this Clause 5 shall limit or exclude liability for death or personal injury resulting from RSV's negligence nor shall it exclude the undertaking implied by Section 12 of the Sale of Goods Act 1979.

6. TITLE TO GOODS

- i. All goods whatsoever supplied and all services rendered at any time by RSV to the Customer shall remain the sole and absolute property of RSV until such time as the Customer shall have paid to RSV the agreed price together with the full price of any other goods or services which are the subject of any other contract with RSV outstanding at the time of invoice.
- ii. The Customer acknowledges that the Customer is in possession of the goods solely as fiduciary agent and bailee for RSV until such time as the full price is paid to RSV in cash or cleared funds together with the full price of any other goods which are the subject of any other contract with RSV at the time of the invoice for which payment is then due.
- iii. Until such time as the Customer becomes the owner of the goods the Customer will store them on his premises separately from the Customer's own goods or those of any other person and in a manner which makes them readily identifiable as the goods of RSV. The Customer's right to possession of the goods shall cease if RSV's right under clause 7 shall become exercisable.
- iv. Subject to the terms hereof the Customer is licensed by RSV to agree to sell RSV's goods subject to the express condition that such an agreement to sell shall take place as agents and bailees of RSV whether the Customer sells on his own account or not and that the entire proceeds thereof are held in trust for RSV and are not mingled with other monies or paid in to any overdrawn bank account and shall be at all times identifiable as RSV's monies.
- v. The Customer shall execute all such documents and authorities and do all such things as may be required by RSV to give effect to the foregoing provisions of this condition.

7. INSOLVENCY OF THE CUSTOMER

- i. If the Customer (being an individual) becomes bankrupt or makes a composition or arrangement with his creditors or if the Customer (being a company) shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or a proposal is made for any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors or if the Customer shall be unable to pay its debts within the meaning of Section 123 or the Insolvency Act 1986 or if a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the Customer or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for winding up of the Customer or the making of an administrative order (otherwise than for the purpose of an amalgamation or reconstruction) or if the Customer undergoes an analogous act or proceedings under foreign law then RSV has (a) lien on the goods as long as RSV is in the possession of them, (b) right of stoppage in transit, (c) right of resale or (d) right to suspend further deliveries of goods.
- ii. RSV shall be entitled to treat the contract as repudiated by the Customer.
- iii. All amounts owing to RSV under this or any other contract between RSV and the Customer shall become immediately due and payable.

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8. PAYMENT

- i. All sales invoices rendered by RSV shall be paid in full by the Customer in advance of the supply of the equipment unless otherwise stipulated and agreed by a director of RSV.
- ii. All invoices issued 'on account' are due for payment within 30 days of invoice date unless a shorter time period is otherwise stipulated and agreed by a director of RSV.
- iii. RSV reserves the right to request stage payments. Such stage payments shall be fully agreed between RSV and the Customer upon placement of an order by the Customer.
- iv. Full payment of invoices raised for stage payment projects shall be required by RSV in advance of work commencing or continuing, or any equipment or materials being delivered or continuing to be delivered to the Customer.
- v. In accordance with the Late Payment of Commercial Debts (Interest) Act 1998, RSV reserves the right to charge interest on overdue accounts at the rate of 8% per annum above the Bank of England base rate calculated on a daily basis from the due date of payment to the actual date of payment.
- vi. If any invoice outstanding beyond the previously agreed period as stated on the Company invoice itself, is referred to solicitors acting on behalf of the Company for recovery of the sum due, all legal fees, professional costs and disbursements will be the full responsibility of the Customer and will be legally enforceable.

9. PURCHASING OPTIONS

- i. Credit/Debit Card: We accept most major credit and debit cards.
- ii. Cheque (UK only): Please make your cheque payable to 'RealSound and Vision Ltd'.
- iii. Bank Transfer (BACS / CHAPS): Please contact us by for our bank account details.

10. PRIVACY POLICY

We are committed to protecting your privacy. We will only use the information that we collect about you lawfully (in accordance with the Data Protection Act 1998). We collect information about you for two reasons:

- a) To process your order
 - b) To provide you with the best possible service
-
- i. The type of information we will collect about you includes your name, address, phone number, e-mail address and credit/debit card details (if applicable).
 - ii. We will never collect sensitive information about you without your explicit consent.
 - iii. We will never send email to you without first getting your consent.
 - iv. The information we hold will be accurate and up to date. You can check the information that we hold about you by e-mailing us. If you find any inaccuracies we will promptly delete or correct it.

11. RSV STANDARD WARRANTY

Summary

All equipment supplied by RSV includes our own free three year extended warranty against defective components or workmanship. RSV's installation services plus associated cables, connectors and fixings have a one year warranty. Please note that all warranties specifically exclude items such as projector lamps, turntable styli, etc. which are classed as 'consumables'.

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What Is Included:

- i. Repairs to the equipment for electrical, electronic or mechanical failure for the period of three years from the date of the sales invoice and repairs to installed cables and connectors for the period of one year from the date of invoice, excluding those causes which are not covered as listed below. RSV's liability is limited to the amount as shown on the original equipment purchase invoice.

What Is Not Included:

RSV will not be liable for the cost of:

- i. routine maintenance as required by the manufacturer or supplier or where a third party maintenance contract is in place
- ii. repairing or replacement of consumables and limited life elements including but not limited to lamps, styli, plugs, fuses, batteries and software
- iii. any repair or replacement completed without the prior authority of RSV
- iv. any expenses incurred where no fault is found
- v. any costs arising as a result of connectivity or compatibility issues
- vi. any costs associated with de-installation and or re-installation of equipment
- vii. any repair or replacement where parts are no longer available or the manufacturer has ceased trading
- viii. compensation for loss of use of the equipment or any other consequential loss
- ix. failure or damage as a result of fire, lightning, explosion, flood, rust, corrosion, dampness, radioactivity or sonic boom
- x. the cost of materials and labour charges where the manufacturer is responsible under the terms of their own guarantee or warranty
- xi. use of accessories not approved by the manufacturer
- xii. faulty software, configuration or programming
- xiii. failure as a result of wear and tear, operational error, wilful neglect or misuse
- xiv. failure of the equipment left unattended in a public place or during the hire or loan of the equipment to a third party
- xv. any additional items in the form of upgrades or additions of any sort
- xvi. cosmetic damage
- xvii. loss of data or information stored on the equipment
- xviii. fraudulent claims

Additional Exclusions for Projectors, Plasma Screens & LCD Screens

- i. any repair or labour charges associated with pixel failure within manufacturers' specifications
- ii. any repair or labour charges associated with the colour filter or glare filter

Conditions

- i. The Customer shall take all reasonable steps to ensure that the equipment is operated and serviced in accordance with the manufacturers' recommendations and all reasonable precautions to prevent or minimise any loss or damage or accident involving the equipment.

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13. U.K. MAINLAND DELIVERY

- i. All delivery charges are for an un-timed next working day service, subject to equipment availability. Please contact us if you require a timed delivery so that we can advise you of the supplemental charge for this enhanced level of service.
- ii. When signing for the delivery, please check the quantity and condition of the parcels. Reject damaged parcels (which will be returned to us) and print 'Not Checked' when signing for the goods if indeed you do not have the opportunity to do so.

14. EXCHANGES & REFUNDS

- i. If, within 14 days of supply, you discover that the equipment is not suitable for your purposes, then provided it is undamaged and in its original packaging (where possible), together with all instruction manuals, connecting cables and accessories we will provide a more suitable alternative (additionally charging or crediting you accordingly) or we will offer you a credit note or a full refund.
- ii. Returned equipment which does not comply with the above conditions will be subject to a re-stocking charge equivalent to 15% of the original invoice price. All carriage costs will be the responsibility of the customer.
- iii. Credit notes issued by RSV to account or non-account customers are valid for up to one calendar year from the date of issue.
- iv. We reserve the right to levy engineering labour costs for initial installation and subsequent removal plus all cable and connector costs for any installed system supplied by RSV that is subsequently required to be removed from site in order that the equipment can be permanently returned to our head office.

15. DELIVERY RISK

The risk in the goods shall pass to the Customer upon delivery which shall be deemed to have taken place when the goods have been delivered to the Customer's premises

16. NON-ACCEPTANCE OF DELIVERY

In the event of a Customer refusing to accept delivery of goods without just cause, the Customer will be liable to pay all carriage charges and administration and handling charges.

17. RETURNS

In all instances, please contact us first if you need to return equipment regardless of whether it is inside or outside of its guarantee/warranty period. We will advise as to the best method for returning the equipment and whether it should be sent to the manufacturer, our nominated repair centre or us. If the returned equipment is in need of repair, we will monitor the progress of the repair so that it can be dispatched back to you as soon as possible.

18. OUR OBLIGATIONS FOR INSTALLATION PROJECTS

- i. We firmly believe that the essence of good working relationships is that both parties clearly understand what they are expected to do.
- ii. RSV shall provide to the Customer a fully working system designed specifically to meet the requirements of that Customer.
- iii. In providing this service, RSV shall provide and install all equipment as described in the schedule (subject to availability at the time of supply) including all cables, connectors and fixings required to complete the system installation so as to meet relevant industry standards.

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- iv. In the event of proposed equipment not being available at the time of supply, an alternative of equal or better standard will be offered.
- v. RSV's costings are based on working during normal hours (08.00 hrs - 18.00 hrs) with no restriction of noisy working unless otherwise agreed.
- vi. We shall always do our best to accommodate the Customer's requests and act with consideration to your neighbours re working hours and noisy working. RSV shall make every reasonable effort to comply with the Customer's wishes as regard to the personnel involved in the Project but RSV reserve the right to make the final decision as to whom shall be involved.
- vii. Once a Project has been approved and ordered by the Customer, RSV shall make every effort to accommodate variations to the order but reserves the right to (a) charge extra for the additional work and or materials required **or** (b) carry out the variation once the main Project is completed.
- viii. RSV shall make every reasonable effort to ensure the Project is completed on time.
- ix. The Customer must recognise that other contractors on site and equipment manufacturers may cause unavoidable delays for which RSV may not be held responsible.
- x. RSV will ensure the Customer is kept fully informed of the planned Project timetable and progress once works have commenced.
- xi. RSV will ensure the site is cleared of all their installation rubbish and in good order before hand over to the Customer.
- xii. On completion of the Project, RSV shall carry-out by appointment at a mutually convenient time, a Project Hand-Over to the Customer's representative at which every aspect of the system's operation will be demonstrated and all manuals, drawings, diagrams and schedules as and if appropriate handed over to the Customer.
- xiii. RSV shall provide at the hand-over meeting a training session in the use and operation of the installed system. This shall be for a maximum period of two hours. Training sessions at a time other than that of hand-over may be subject to a surcharge.
- xiv. All Project prices are in £ sterling and shown net, exclusive of VAT, and are valid for 30 days from the date of issue (unless otherwise stipulated) following which they are subject to confirmation.

19. OBLIGATIONS OF THE CUSTOMER FOR INSTALLATION PROJECTS

- i. The Customer by ordering the Project agrees to RSV's conditions of sale which are shown elsewhere in this document.
- ii. The Customer shall make payments to RSV as mutually agreed in advance of commencement of the Project.
- iii. Unless payments are made by the due dates as agreed we may suspend performance of our obligations to you.
- iv. The Customer shall ensure RSV free and unimpeded working once the Project has commenced on site in accordance with the agreed Project Schedule.
- v. If the Customer requires the works in general or particularly noisy workings to be carried out outside of normal hours (see 1.2 above) RSV must be advised prior to commencement of the project otherwise delays and additional costs to the Customer may be unavoidably incurred.
- vi. RSV's costings for the Project are based on the provision of a clean site, free from other trades, dust and dirt which potentially may harm the system components being installed and it is the Customer's responsibility to provide such an environment. Failure to provide such an environment may result in additional charges to cover the costs of establishing a suitable site or the invalidating of equipment warranties.

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- vii. The Customer shall make every reasonable effort to provide RSV with any drawings, building details or other contractors' details that may be required in the efficient carrying out of the Project installation.
- viii. The Customer shall ensure that RSV are provided with details of any relevant modifications to the Project as and when they are agreed and provide updated drawings.
- ix. On completion of the Project the Customer shall ensure a responsible member of their staff shall attend the Project hand-over by appointment and be authorised to receive the Project documentation and sign-off the project satisfaction document.
- x. The Customer is responsible for ensuring that all designated members of staff are available for the training session at the appointed time. Additional training is available at extra cost.
- xi. All system designs, specifications, schematics and drawings are confidential and remain the property of RSV until full and final payment is made for the Project. If any part of these are used as the basis for a competitive tender or quotation, or if RSV is engaged to undertake any aspect of the Project which is subsequently cancelled due to circumstances beyond the control of RSV, then RSV shall be entitled to a design fee equivalent to 15.0% of the Project value plus incurred expenses, over and above the invoiced value of any work undertaken to that point.

20. SEVERABILITY

Any provision of these Terms and Conditions held by a court to be enforceable shall be deemed severable from the rest which shall remain valid and binding.

21. TERMINATION

Without prejudice to other remedies and accrued rights RSV shall have the right forthwith to terminate the contract and claim of any resulting losses of expenses if the Customer commits a breach of this or any other contract with RSV and fails to remedy the breach within a reasonable time of a written notice to do so.

22. FORCE MAJEURE

If the performance of the contract or any obligation under it is prevented, restricted or interfered with by reason or circumstances beyond the reasonable control of the party obliged to perform it, the party shall be excused from performance to the extent of the prevention restriction or interference but the party so affected shall use its best endeavours to avoid or remove such causes or non-performance and shall continue performance under the contract with the utmost despatch whenever such causes are removed or diminished.

23. ENTIRE AGREEMENT

- i. These Terms and Conditions are the entire agreement between RSV and the Customer relating to the subject matter of such documents and supersede all other agreements, understandings, representations or warranties written or oral.
- ii. The Customer agrees that it will have no remedy in respect of any untrue statement made to it on which it relied in entering into these Conditions of Sale (other than an untrue statement made fraudulently).

24. LEGAL CONTRUCTION

All contracts to which these Terms and Conditions apply shall be construed and applied in accordance with the law of England and the English Courts shall have sole jurisdiction in any dispute relating hereto.

E&OE
July 2009