

SOUNDSORBA LIMITED

TERMS AND CONDITIONS OF SALE

1 GENERAL

- (a) These conditions shall form part of every contract of sale entered into by Soundsorba Limited ("the Company") which will operate to the entire exclusion of any terms and conditions of purchase of any buyer and any purported variation or exclusions of these conditions (whether contained in any document of the buyer or otherwise) shall be of no effect unless accepted in writing by the Company.
- (b) Any order whether or not based upon a quotation shall not be binding on the Company unless it is made by the buyer in writing and accepted by the Company in writing.
- (c) Any representations or warranties made or given by anyone on the Company's behalf prior to acceptance of any order and not contained in the Company's written quotation are hereby expressly excluded.

2 SPECIFICATION

All goods supplied are subject to availability and the Company reserves the right at any time without prior notification to change the contents specification design and packaging of the goods.

3 PRICES

- (a) Unless otherwise stated by the Company in writing all prices quoted by the Company are exclusive of VAT and are ex-warehouse. Packaging carriage and insurance charges shall be payable by the buyer.
- (b) Where an order is placed and accepted for goods differing in size quality, quantity or in any way from the goods specified in the Company's quotation or where the buyer requests alterations or modifications to the goods during the course of their manufacture then an additional charge may be made.
- (c) Unless the prices quoted by the Company are specifically stated as fixed prices all prices shall be subject to increase without notice to reflect any increase in the cost of labour and/or materials required in connection with the goods between the date the order is accepted and the date the goods are dispatched. For the purposes of this condition the cost of materials shall include any increase in existing duties or taxes or the imposition of any novel duties or taxes payable in respect of the importation purchase sale processing or use of such materials.

4 PAYMENT

- (a) Unless otherwise stated in writing by the Company payment for goods supplied within the United Kingdom shall be made within 30 days from the date of despatch.
- (b) Unless otherwise stated in writing by the Company payment for goods supplied outside the United Kingdom shall be made by irrevocable letter of credit deposited with a bank approved by the Company upon presentation of shipping documents or if the Company is unable by reason of the buyer's instruction or lack of instruction to ship the goods when ready upon notification to the buyer that the goods are ready for shipment.
- (c) Without prejudice to any other rights of the Company if payments are not made within the stipulated period the Company expressly reserves the right to charge interest on any outstanding balance at the rate of 4% above the base lending rate of Barclays Bank Plc from time to time in force.

5 DELIVERY

- (a) Delivery dates are estimated only and not guaranteed. The Company will endeavour to meet the buyer's delivery requirements but shall not be liable for any loss or damage whether direct consequential or otherwise caused by any delay in delivery.
- (b) The Company shall have no liability in respect of goods lost or damaged in transit unless the buyer or his agents note such loss or damage on the delivery receipt and gives notice thereof in writing to the Company and the carrier within seven days of delivery or such shorter period as may be required by the carrier's conditions of carriage or in the case of a whole consignment failing to arrive gives notice thereof in writing to the Company within seven days of receipt of the Company's invoice or despatch note.
- (c) The Company's liability in respect of goods lost or damaged in transit shall be limited to replacing or repairing such goods.
- (d) Upon the Company notifying the buyer that the goods are ready for delivery or pending delivery of the goods the buyer shall agree to accept delivery of the goods forthwith. If the buyer shall fail to give proper delivery instructions or to accept as aforesaid the buyer shall be liable for all costs incurred by the Company as a result of such failure which costs shall become immediately due and payable on demand but such liability shall not affect the Buyer's obligation to purchase the goods or the right of the Company to damages for breach of such obligation.
- (e) Orders against which deliveries are to be made over a period of time in accordance with a schedule are accepted on the condition that quantities become firm three months prior to the delivery date specified therein unless the written consent of the Company shall first have been obtained.
- (f) Where the contract provides for the supply of substantial quantities of components whether against schedules under a contract or not the Company reserves the right to supply quantities which may be marginally and reasonably in excess of or less than the scheduled quantities and to charge prices that shall reflect the amount of such difference.
- (g) Where goods are to be delivered by instalments each part delivery of any order constitute a separate contract.

6 RISK AND TITLE

The risk in the goods shall pass to the buyer upon delivery but until payment in full is made by the buyer for the goods (time of such payment being of the essence) they shall remain the property of the Company and in the event of default in payment by the due date or in the event that the buyer becomes bankrupt or goes into liquidation or has a receiver appointed over the whole or any part of its assets then:

- (a) The Company shall be entitled to treat this contract as discharged forthwith by giving notice in writing to the buyer (but without prejudice to its right to claim payment for goods ordered) and
- (b) To repossess the goods from the buyer's possession (and for such purpose shall have the right together with its servants and agents to enter upon the premises where the goods are stored) and
- (c) To hold the buyer responsible for any costs and expenses incurred in such repossession and the difference between the contract price for the goods and (if lower) their market value at the date of such repossession.

7 WARRANTY

- (a) The Company hereby warrants that subject as hereinafter provided the goods are at the date of delivery and will remain for a period of six calendar months from the date of delivery free from any defects of material or workmanship.
- (b) The Company shall have no liability under the foregoing warranty unless:
 - (i) All goods claimed defective are returned to the Company carriage paid within one month of the defect becoming apparent (or where the returns of goods is not practicable the goods are made available for inspection by the Company).
 - (ii) The Company's examination of such goods shall disclose to the Company's reasonable satisfaction that such defects or failures have not been caused by misuse neglect improper installation unauthorised repair alteration or accident.
- (c) The Company's liability under this warranty is limited to repairing or replacing or in the discretion of the Company refunding the purchase price for any goods not conforming to this warranty and to reimbursing the buyer with the cost of returning the goods to the Company and in no circumstances shall the company be liable to the buyer for any damages whether direct special incidental or consequential resulting from any such breach.
- (d) The foregoing warranty shall not apply to component parts or accessories not manufactured by the Company but the Company shall pass to the buyer the benefit of any manufacturer's guarantee in respect of such parts or accessories insofar as such guarantees are assignable.
- (e) Where the customer has given the buyer technical advice about its goods and their possible application to the buyer's business the Company can accept no responsibility whatsoever for any deficiencies in the performance of its goods where the buyer used them either in application not known to or recommended by the Company or for any applications outside the scope of any technical advice given by the Company.
- (f) In consideration of the warranty herein contained it is agreed that save as expressly set forth in these terms and conditions all representations warranties conditions expressed or implied in statutory or otherwise (including but not limited to any concerning fitness for a particular purpose) are hereby expressly excluded to the extent for the time being allowed by law.

8 MATERIALS SUPPLIED BY BUYER

Where by agreement within the Company the buyer supplies materials free of charge for the Company in use in its manufacturing process or for incorporation within the goods then:

- (a) The Company shall not be liable for any reasonable scrap or shortage arising out of the use of that material.
- (b) The warranty given in condition 7 hereof shall not apply to such material nor to the extent that such material adversely affects the goods supplied by the Company.

9 INDUSTRIAL PROPERTY

- (a) All estimates designs drawings plans or models prepared by the Company for the buyer's information remain the property of the Company and are copyright. The buyer expressly agrees to hold such documents as confidential and not copy the same to any third party without the written consent of the Company.
- (b) The buyer shall indemnify the Company against all damages claims demands and expenses to which the Company may become liable or may incur as a result of work done in accordance with the specifications of the Buyer which involve alleged or actual infringement of any copyright letters patent or registered design.

10 BUYER'S ASSURANCE

The buyer shall not without the express written consent of the Company:

- (a) Make any representation or give any warranty in the name of the Company relating to the Company's goods or
- (b) Sell the Company's goods in the name of the Company or
- (c) Hold itself out as the agent of the Company for any purpose.

11 FORCE MAJEURE

The Company will not be liable for any loss or any consequential liability or damage sustained by the buyer by reason of Act of God war riot or fire strike lockout government control or regulation abnormal weather conditions accident breakdown or any other circumstances beyond the Company's control.

12 LEGAL CONSTRUCTION

This contract shall be governed by and construed in accordance with English Law and the parties hereto submit to the exclusive jurisdiction of the English Courts.