

DIRECT ACOUSTIC SOLUTIONS LIMITED

STANDARD TERMS AND CONDITIONS OF SALE

This document contains the terms and conditions which apply to the contract for the purchase of equipment from Direct Acoustic Solutions Ltd., as specified on your invoice. All sales of Products and Services made by Direct Acoustic Solutions Ltd. are subject to these terms and conditions.

1. DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1 "Business Customer" means any customer who is not a Consumer.
- 1.2 "Consumer" means an individual contracting with us out with the course of their trade, business or profession.
- 1.3 "Customer" or "you" means the person or legal entity to whom Direct Acoustic Solutions Ltd. supplies the Product or Services as detailed on the relevant Invoice.
- 1.4 "Invoice" means the document sent to you by Direct Acoustic Solutions Ltd. setting out the details of the Product or Services being supplied to you and the Price.
- 1.5 "Direct Acoustic Solutions Ltd." or "we" or "us" means Direct Acoustic Solutions Ltd, Chenies, Okewood Hill, Dorking, RH5 5NB or its sub-contractors, agents and licensors as the case may be.
- 1.6 "Price" means the cost or charge for the Product and/or Services.
- 1.7 "Product" means the products being supplied to you, as detailed on your Quotation and Invoice.
- 1.8 "Services" means the service to be performed by Direct Acoustic Solutions Ltd. pursuant to the warranty for those standard and optional service packages selected by you, all as detailed on your Invoice.
- 1.9 "Warranty" means the standard product warranty provided by the OEM in relation to the Products

2. WARRANTY

- 2.1 Fixings and Terminations actioned by Direct Acoustic Solutions Ltd. are covered for a 12 month period from date of your invoice.
- 2.2 Details of the Warranty applicable to your Product(s) are set out in the warranty documentation included with each Product. The provisions of the warranty document are deemed to be incorporated into these terms and conditions and into any contract incorporating these terms and conditions. You are advised to read the warranty documentation carefully.
- 2.3 Third Party Products not supplied by Direct Acoustic Solutions Ltd. are not, under any circumstances, covered by any Warranty on Products that we supply.
- 2.4 All other warranties, whether express, implied, statutory or otherwise (including all implied warranties of suitability, satisfactory quality and fitness for a particular purpose) are hereby excluded to the fullest extent permitted by law.

3. CONCLUSION OF THE AGREEMENT

- 3.1 You can place an order in writing, by fax or through email or by any other means from time to time provided for by Direct Acoustic Solutions Ltd. Confirmation of your order in writing by Direct Acoustic Solutions Ltd. constitutes the conclusion of the contract between you and Direct Acoustic Solutions Ltd. in relation to the supply of the Product and/or Service.
- 3.2 Direct Acoustic Solutions Ltd. will issue an order confirmation once a valid purchase order is received from you. At the sole discretion of Direct Acoustic Solutions Ltd. we may from time to time agree to accept a company email as a valid means to accept your order.
- 3.3 Your acceptance of a quotation or placement of an order will not conclude or constitute the conclusion of a binding contract with Direct Acoustic Solutions Ltd..
- 3.4 By placing an order you acknowledge that you have read and understood these terms and conditions and agree to be bound by them.
- 3.5 Direct Acoustic Solutions Ltd. may, in its absolute discretion, decline to accept orders.

4. PRICE

- 4.1 The Price of the Product or Services will be as shown on your Invoice.
- 4.2 Quotations given by Direct Acoustic Solutions Ltd. regarding the cost of a particular product are valid only for 30 days from the date of the quotation.

4.3 All prices and configurations are subject to change without notice or obligation at any point prior to Direct Acoustic Solutions Ltd.' acceptance of your order in writing.

4.4 Unless otherwise expressly stated in writing, the Price does not include Value Added Tax or any other existing or future taxes, tariffs, fees, duties or levies applicable to the Product itself or the sale of the Product. If any such additional amounts are required to be withheld, collected or paid, Direct Acoustic Solutions Ltd. reserves the right, at any time, to add these to the Price.

4.5 Unless otherwise expressly stated in writing, the Price does not include delivery costs, insurance or any other expenses that are your sole responsibility.

5. PAYMENT

5.1 Payment of the Price is usually required prior to delivery of the Product or performance of the Services. If payment of the Price is not made your order will not be scheduled for delivery/installation by Direct Acoustic Solutions Ltd.. Any delay in making payment of the Price will affect the estimated delivery date for your Product. Direct Acoustic Solutions Ltd. shall not be liable for any loss which you may suffer as a result of a delay caused by your non-payment of the Price.

5.2 Direct Acoustic Solutions Ltd. may, at their sole discretion, at the time of placement of the order allow payment to be made within 30 days of the date of the Invoice. Direct Acoustic Solutions Ltd. may in its absolute discretion decline to offer credit terms.

5.3 Direct Acoustic Solutions Ltd. may charge interest at 8% over Bank of England base rate on any payment not received by the due date shown on your Invoice.

5.4 If you fail to pay us in full on the due date we may:

- 5.4.1 suspend or cancel future deliveries;
- 5.4.2 charge you interest at the rate set under s.6 of the Late Payment of Commercial Debts (Interest) Act 1998;
 - a. calculated (on a daily basis) from the date of our invoice until payment;
 - b. compounded on the first day of each month; and
 - c. before and after any judgment (unless a court orders otherwise);
- 5.4.3 claim fixed sum compensation from you under s.5A of that Act to cover our credit control overhead costs; and
- 5.4.4 recover (under clause 5.8) the cost of taking legal action to make you pay.

5.5 If you have an approved credit account we may withdraw it or reduce your credit limit or bring forward your due date for payment. We may take any of these actions at any time and without notice.

5.6 Business Customers: you do not have the right to set off any money you may claim from us against anything you may owe us.

6. DELIVERY

6.1 All delivery dates specified by Direct Acoustic Solutions Ltd. are estimates only and are not binding on us. Time of delivery shall not be of the essence of the contract and Direct Acoustic Solutions Ltd. shall not be liable for any loss, costs, damages, charges or expenses caused, directly or indirectly, by any delay in the delivery of the Product or Service.

6.2 Direct Acoustic Solutions Ltd. reserves the right to change delivery dates when necessitated by Supplier requirements.

6.3 Unless expressly agreed otherwise, Direct Acoustic Solutions Ltd. will use their preferred carrier, who will deliver the Product to the address in the British Isles specified by you. Delivery charges will be as specified on the Quotation or Invoice as appropriate.

6.4 Delivery times cannot be guaranteed.

6.5 When taking delivery of the Product, you must not sign in acceptance of goods which are clearly damaged or, if you do sign, you must make it clear on the document that the goods were clearly damaged at the point of delivery. Failure to do so will prejudice Direct Acoustic Solutions Ltd.'s rights against the courier.

7. ACCEPTANCE OF THE PRODUCT

7.1 You are obliged to inspect the Product on delivery. Any damage to the Product must be reported in writing to Direct Acoustic Solutions Ltd. within seven days of delivery. If no intimation is made within this period you will be deemed to have accepted the product in a satisfactory condition. This does not affect your statutory rights or your rights under the relevant Product's Warranty.

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8. CANCELLATION OF THE CONTRACT

8.1 You have the right to cancel the contract within seven days of the date of the order confirmation issued by Direct Acoustic Solutions Ltd. If you wish to exercise your right to terminate the contract you must do so by intimating this in writing to Direct Acoustic Solutions Ltd. within the said seven day period.

9. ALTERATION OF THE ORDER

9.1 Prior to our instigation of delivery you have the right to alter your order. Any changes to the order will be deemed a cancellation of the original order. A revised order confirmation and revised delivery estimate will be issued to you. Direct Acoustic Solutions Ltd. reserves the right to alter the Price as a result of any change to an order requested by you. All alterations to orders will attract an administration fee of £35 inclusive of VAT.

10. TITLE AND RISK

10.1 All goods remain the property of Direct Acoustic Solutions Limited until payment in full is received. Until you pay all debts you may owe us; You will not resell the Product or permit any third party to take possession of or security in the Product.

10.2 If the Product is attached by a third party or if any other enforcement measures are taken which affect the Product, you will inform such third parties of our retention of title and will immediately inform us of any such enforcement measures.

10.3 All liability and responsibility for the risk of damage to the Product shall pass to you on delivery. You will take reasonable care of the Product and retain possession of the Product until such time as title in the Product passes to you or the Product is returned to us.

10.4 All goods supplied by us remain our property; you must store them so that they are clearly identifiable as our property; you must insure them (against the risks for which a prudent owner would insure them) and hold the policy on trust for us; you may use those goods in the ordinary course of your business, but not if:

a. We revoke that right (by informing you in writing); or b. you become insolvent. You must inform us (in writing) immediately if you become insolvent.

10.5 If your right to use the goods ends you must allow us to remove the goods. We have your permission to enter any premises where the goods may be stored: At any time, to inspect them; and after your right to use and sell them has ended, to remove them, using reasonable force if necessary. Despite our retention of title to the goods, we have the right to take legal proceedings to recover the price of goods supplied should you not pay us by the due date.

11. LIABILITY

11.1 Except in respect of liability for death or personal injury due to negligence, for which no limit applies, the entire liability of Direct Acoustic Solutions Ltd. to you in respect of any claim whatsoever, arising out of this contract shall be limited to the Price.

11.2 Direct Acoustic Solutions Ltd. shall not be liable to you for losses suffered as a result of any representations, breach of contract, negligence or otherwise including, but not limited to, any liability for direct, indirect or consequential loss, loss or corruption of data, loss of profits, revenue, business or goodwill or loss of opportunity. This shall apply even where such loss was reasonably foreseeable or we had been made aware of the possibility of you suffering such a loss.

11.3 Direct Acoustic Solutions Ltd. shall not be liable for any loss, costs, damages, charges or expenses caused, directly or indirectly, by any delay in the delivery of the Product.

11.4 Direct Acoustic Solutions Ltd. shall not be liable for any losses, whether direct or indirect and howsoever arising, occurring as a result of Direct Acoustic Solutions Ltd.'s failure to meet quoted or estimated response times for services.

11.5 Nothing in these terms and conditions shall exclude or limit Direct Acoustic Solutions Ltd.'s liability for death or personal injury resulting from our negligence or that of our employees, agents or sub-contractors.

11.6 The statutory rights of a Consumer in terms of the Unfair Contract Terms Act 1977 remain unaffected.

12. SERVICES

12.1 Services will be provided by Direct Acoustic Solutions Ltd. in accordance with the relevant provisions of the Product Warranty.

12.2 All services are provided expressly subject to availability of materials and labour resources. Direct Acoustic Solutions Ltd. will use its reasonable endeavours to meet quoted response times but these are estimates only and are not guaranteed.

12.3 Direct Acoustic Solutions Ltd. shall not be liable for any losses, whether direct or indirect and howsoever arising, occurring as a result of Direct Acoustic Solutions Ltd.' failure to meet quoted or estimated response times.

13. SOFTWARE AND HARDWARE

13.1 You acknowledge that the Product may include or incorporate software programs ("Programs"). You agree and acknowledge that by turning on the Product you have accepted the terms and conditions applicable to the use and operation of the Programs.

13.2 Direct Acoustic Solutions Ltd. shall have no liability for any incompatibility between the Product and any additional software or hardware acquired by you for use with the Product.

14. SEVERABILITY

14.1 If any provision of these terms and conditions is held to be invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if these terms and conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

15. WAIVER

15.1 The failure or delay by either party to enforce, at any time or for any period, any of its rights under these terms and conditions, shall not be deemed to be a waiver of such a right or of the right to subsequently enforce any and all provisions of these terms and conditions.

15.2 Indulgence or forbearance by either party shall not be deemed a waiver of any of that party's rights under these terms and conditions.

16. NOTICES

16.1 All notices which require to be served on or sent to Direct Acoustic Solutions Ltd. under this agreement, shall only be deemed validly served if sent by post to our Main Trading address: Direct Acoustic Solutions Ltd., Unit 4 Crawfold Business Park, Balls Cross, Petworth, GU28 9JT or to our Registered Address listed below.

17. ENTIRE AGREEMENT

17.1 These terms and conditions and the accompanying quotation, order confirmation and invoice contain the entire terms of the agreement between the parties and supersede any previous agreements, arrangements, undertakings or proposals, whether oral or written. These terms and conditions may only be varied by an express written agreement signed by a director of Direct Acoustic Solutions Ltd.

18. GOVERNING LAW AND JURISDICTION

18.1 These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales.

18.2 The parties hereto submit to the exclusive jurisdiction of the courts of England and Wales.