

## **Clockwork Audio Visual Ltd Terms & Conditions**

The contractual terms between Clockwork Audio Visual Ltd (hereinafter referred to as the Company) and those purchasing goods from the Company are contained exclusively within these conditions of sale. These Conditions and the Contract shall be subject to and construed in accordance with the Law of England.

### **1. Variation**

In no circumstances will the company be bound by any addition to or other variation of these terms whether verbal or in writing unless any such addition or variation is agreed in writing by the Company with express reference to these terms.

### **2. Acceptance of Orders**

- (a) It shall be the responsibility of the Purchaser to determine the suitability of the goods for any application.
- (b) There is no guarantee as to the goods suitability for any specific purpose even if the Company is made aware that purpose. In any dispute that may arise liability of the Company for breach of any warranty or obligation either expressed or implied is limited to the value of the goods supplied in any event.
- (c) All recommendations and advice given by the Company or the employees or agents of the Company are given without liability on the part of the Company.
- (d) Descriptive pictorial or written material issued or published by the company from time to time relating to goods offered for sale shall not form part of any contract of sale.
- (e) The Company shall not be responsible for any loss or damage caused either directly or indirectly by the goods or by any act or omission in connection therewith.

### **3. Execution of Orders**

Execution of orders is contingent upon the availability of goods and the absence of any circumstances beyond the Control of the Company which hinder or prevent such execution.

### **4. Returns, Cancellations**

- (a) Goods properly delivered by us will not be accepted for credit unless we are advised beforehand and agree to accept them back. Such goods returned as not wanted or incorrectly ordered must be sent back within 7 days of receiving the goods carriage paid and will be subject to 25% handling charge.
- (b) Written confirmations of telephone orders MUST be endorsed as such. In the event of an order being duplicated through failure to clearly endorse the confirmation, the customer will be liable for the full invoice value of the duplicate order. Such duplicated deliveries will only be accepted for credit subject to a 25% handling charge.
- (c) Goods specially, manufactured, customised, modified or installed and special order items can not returned for credit unless faulty or not as described.
- (d) Goods should only be returned once an RMA number has been obtained from Clockwork AV. Goods returned without an RMA number may be rejected.

### **5. Delivery Delays**

Whilst the Company undertakes that every effort will be made to ensure that goods are delivered promptly, no liability will be accepted for delay in dispatch or delivery of goods.

### **6. Risk In Goods**

The risk in all goods shall pass to the Purchaser on delivery of the goods to the Purchaser.

### **7. Damage or Shortage**

Damage or shortage of goods on delivery must be notified to the Company within seven days. Any claims for damage or shortages, which are not notified within this time, shall not be accepted by the Company.

### **8. Returned Goods**

Goods will not be accepted for return without the prior agreement of the Company. Agreed returns must be accompanied by details giving the reason for return and the date and number of the Company's invoice upon which such goods were charged. Damaged goods must be signed for as damaged or refused. After goods have been signed for, as received in good condition, the Company will not meet claims for damage. Any goods found not faulty on return to the Company renders the sender liable for collection and return costs. Any goods returned to the Company as faulty or damaged must be inspected by one of our technicians before a replacement is sent. Goods will not be exchanged automatically except in extreme circumstances.

### **9. Payment of Invoices**

All orders must be accompanied by full payment unless alternative arrangements have been previously made. It is our policy to dispatch goods only when the payment has cleared. Additional charges may be added to outstanding invoices to cover legal and /or recovery costs & interest at 2% above the prevailing Bank of England base rate may be added where an invoice is more than 30 days overdue.

#### 10. Reservation of Title

Notwithstanding delivery and passing of the risk, legal and beneficial ownership of the goods shall remain in the Company until full payment of the goods has been made. Until ownership passes the Purchaser shall hold the goods a bailee for the Company and must keep the goods free from any charge lien or other encumbrance. If the purchaser purports to sell the goods before payment is made to the Company the proceeds of the sale shall belong to the Company until the Company has received payment in full. Where such goods are used, even with loss of identity, the legal ownership to the resultant product shall vest in the Company and any proceeds of sale in respect of goods unused or resultant products shall be received by the Purchaser as agents for the Company and on their account.

#### 11. Suspension and Termination

The Company shall be entitled to cancel or suspend performance of the contract if the Purchaser: -

- (a) Shall fail to make payment due to the company under contract or on any other account on the due date and / or: -
- (b) Shall have a receiver appointed, go into liquidation or bankruptcy, or cease to trade.

Upon any such cancellation the Purchaser shall make available for collection by the Company any goods in the possession of the Purchaser for which payment has not been made.

#### 12. Copyrights and Patents

Products offered for sale in any literature may be the subjects of patents or other legal protection. The Company accepts no liability for infringement of such rights.

#### 13. Warranties

All items supplied by Clockwork are covered by manufacturer guarantees from the date of dispatch. Manufacturer warranties do vary and details about individual products are available upon request. Exceptions are consumable items such as lamps. Any item found to be defective through faulty materials or workmanship would be replaced or repaired at our discretion. Refunds will not be given after fourteen days except in extreme circumstances.

Cash refunds are not given, refunds are by cheque or credit card only. Warranty may be invalidated if goods have been modified or otherwise tampered with by anyone other than the Company.

The Company reserves the right to cancel warranties on any goods being used for hire or for any application they were not designed for.

#### 14. Descriptions

(a) All diagrams, illustrations, descriptions and dimensions appearing in our literature are approximate and included for guidance only.

(b) In line with our policy of continuous improvement, we reserve the right to make design or product alterations, or to disclose any item as may be necessary without prior notification.

#### 15. Prices & VAT

We normally quote prices both with and without Value Added Tax for the benefit of both individual and corporate clients. Prices charged will be those ruling at date of dispatch. All goods subject to availability.

#### 16. Carriage

This Chargeable Extra and will vary depending on the weight of the product and the type of delivery service required.

#### 17. Specification

The customer's attention is specifically drawn to the manufacturer's brochures and safety literature in respect of the correct use and application of products, which Clockwork Audio Visual Ltd may supply.

E&OE

Clockwork Audio Visual Ltd  
1st January 2016