

Item	Title	Terms & Condition
1	GENERAL.	Any quotation, tender, contract or acceptance of order issued by Acoustica Products Ltd in relation to the sale or supply of goods, installation and/or services of any description shall, unless agreed in writing, be subject to the following terms and conditions.
2	VARIATION TO CONDITIONS	No variation to these terms and conditions shall be binding on the Company unless in writing and signed by a Director of the Company.
3	QUOTATIONS AND ORDERS	Where the Company has issued a quotation or tender, a contract shall only come into existence once the Company has received an order which complies with these conditions or the Company issues an acknowledgement and/or acceptance of order. The Company will not in any event be obligated to execute any order received other than on the customers stationery bearing the customers order number, signed by a responsible person, and accepting these terms and conditions.
4	SPECIFICATION, DESCRIPTIONS AND PERFORMANCE	All specifications, drawings and particulars are the sole property and copyright of the Company and shall not be reproduced, copied by any means, or passed to a third party for whatever reason unless expressly agreed in writing and signed by a Director of the Company. All specifications, drawings and particulars are approximate where tolerances are not shown. All such information, documents and data are not representations or warranties of fact nor shall they form part of or the basis of any contract. The Company shall only be liable to a customer for the failure of goods and equipment to meet performance figures supplied by the Company if:- The figures have been embodied in a Written Performance Guarantee: and the performance of the goods and equipment does not fail within the limits contained therein: and the Company is notified in writing of such failure within 12 months from the date of the Performance Guarantee: and the Company is unable within a reasonable period after such notification to rectify the performance and the goods and equipment have been operated, serviced and maintained strictly in accordance with Company's instructions and the maintenance records have been accurately maintained and completed by the client personnel.
5	DELIVERY AND INSTALLATION	The Company shall endeavour to use all reasonable efforts to complete the contract in accordance with any date given or programme agreed in writing but shall not be liable for any loss or damage arising from late delivery or installation however caused. Time shall not be of the essence. Delivery times quoted are from the date of the acceptance by the Company of the customers written order and/or receipt of all information and details necessary to fulfil the contract whichever is the later. Whilst the Company shall use its best endeavours to meet such estimated times, it reserves the right to amend given dates without prior notification. The Company shall not be liable for an indirect or consequential loss, cost or penalties incurred or suffered by the customer as a result in the Company's inability or failure to meet a specific delivery or installation date. The customer shall be liable to provide the Company with the following facilities on site. The use of welfare accommodation, Power, lighting and electricity for the works, free of charge, Unrestricted access to the workplace and possession of the premises where required, A clear and tidy area of installation and work, free from interference by other trades and work people.
6	RISK AND TITLE	Risk for storage, protection, theft or other events shall become the liability of the customer on delivery of the goods and/or installation at the given delivery address. Title of any goods supplied to the customer shall be assigned to him only when all monies due to the Company have been paid in full. Where a customer fails to pay the Company the full value of the contract in accordance with these terms and conditions, or becomes insolvent, commits any act of bankruptcy, if any petition or receiving order in bankruptcy shall be presented or made against the customer or where the customer is a limited Company any resolution or petition to wind up the Company's business shall be passed or presented, or of a Receiver, Liquidator or Administrator being appointed, the Company shall have the right to immediately determine the contract and make entry to the customers premises or the delivery address to remove all unpaid goods and equipment.

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7	INJURY TO PERSONS / PROPERTY	The Company's liability in respect of injury to persons and damage to property shall be only to the extent that injury or damage has been solely caused by the negligence of the Company and/or its employees whether employees are directly or indirectly employed by the Company or by the failure of our goods and equipment caused by a defect in manufacture, assembly or installation. With the exception in the case of death or personal injury caused as a direct result of the company's negligence, the limit of liability in respect of injury or damage shall be limited to two million pounds for any one event.
8	WARRANTIES	The Company shall ensure that the equipment provided by it shall be substantially in accordance with the specification and/or performance statement but otherwise reserves the right to amend, alter, change and/or upgrade the equipment without reference to the customer. Equipment supplied by the Company shall be free from defects in materials and workmanship and all claims in respect of defective goods and equipment must be made in writing and received by the Company within 12 months from the date of commissioning, or to a maximum of 15 months from the date of delivery, whichever is the later. The Company reserves the right to satisfy itself that warranty claims do not arise from alteration, damage, abuse or misuse by the customer, his agents or a third party. The Company shall within a reasonable period after receiving notice of a warranty defect provide the necessary parts and labour to rectify the equipment.
9	ASSIGNATION	The customer cannot assign any part or the whole of the contract without the written consent of the Company and any contract that exists is solely between the Company and the customer. The Company may, without reducing its obligations under the contract assign or sub-let all or part of its rights and obligations where it is commercially expedient to do so.
10	DETERMINATION	If the customer defaults on, or is in breach of any of these terms and conditions the Company serves the right to determine the contract without incurring any liability whatsoever to the customer and without prejudice to the Company's right under these terms and conditions and/or statute. Where the customer wishes to determine the contract for whatever reason, other than by the Company's failure to perform under the contract, the Company shall only accept such action upon receipt of written notice of not less than fourteen days. Where such notice is given, the Company reserve the right to full recompense for all materials purchased, goods and equipment manufactured, installation works done and all other costs, expenses and profit loss resulting thereof.
11	PAYMENT	Unless specifically agreed in writing by the Company payment shall be due, in full, 30 days after the date on the invoice. Interest on all overdue accounts shall automatically accrue on a daily basis at the rate of 4% per month above Barclays Bank Plc's base rate until payment is made in full. The customer shall indemnify the Company against all reasonable fees, costs and other expenses incurred by the Company in enforcing its payment terms. The customer may not withhold or set-off payment of an amount due to the Company for any reasons whatsoever. The Company shall, without prejudice to any other rights or remedies available to it be entitled to suspend or determine the contract and any other contracts between the Company and customer should the customer fail to make payment in accordance with the terms stated.
12	LAW	This contract and these conditions shall be construed accordingly to and governed by the law of England.