

This document forms the standard terms and conditions of business under which Impulse Audio and its contracts are undertaken. In conducting business with Impulse Audio, both parties agree to be bound by the terms found within this document for the full duration of the contract.

From this point, “company” refers to Impulse Audio or its official representatives, “customer” refers to any customer or client using the product or services of Impulse Audio.

1) Terms of sale and ownership of goods.

Until such time as all goods are paid for, in full, as per the costings displayed in the contract of sale or invoice pertaining to the contract, all goods are deemed to remain the property of the company. Until ownership of the goods passes to the customer, the customer may not sell, alter, export, or hire the goods.

2) Acceptance of order.

The company reserves the right to refuse any order. Quotations are valid strictly for the time period stated on the quotation. The company will endeavor to accept orders subject to acceptance of the conditions and costs displayed in the quote by the customer, subject to availability at the time of order.

3) Cancellation.

The company reserves the right to cancel any order placed where the customer fails to abide by the terms of the order. The company will make every reasonable effort to fulfill any orders in a timely manner, however under exceptional circumstances to include, but not limited to, Fire, Theft, War, Civil unrest, Flood, Accident, Vehicle breakdown, inclement weather. Under such circumstances, the company will endeavor to provide alternative services as close as possible to the original order. In the event that such circumstances are not possible or acceptable to the customer, the company shall not be held liable by the customer for any losses or damages caused.

4) Sales, orders and custom manufacture.

All sales are considered final by the company. In the event that the correct goods have been supplied by the company, but are not required by the customer, the customer may return the goods within 7 days for a refund, minus a 20% re-stocking fee. Where goods have been supplied faulty or damaged, the customer undertakes to inform the company, in writing, within 72 hours of supply. Goods damaged in transit must be signed for as DAMAGED, goods signed for as in good condition are deemed to be in said condition upon delivery and no subsequent claims for damage will be entertained.

Goods covered by warranty periods which exhibit faults or malfunction within their warranty period must be returned to the company for inspection and repair. All equipment repair and servicing is carried out at the discretion of the company. The liability arising from equipment faults within warranty periods is limited strictly to the value of the faulty goods.

Goods ordered by the customer which require custom manufacture require payment in full at the time of order. Goods requiring custom manufacture are non-refundable items under any circumstances, unless proved to be unfit for purpose as described by the company.

5) Hire.

The company undertakes to provide all equipment made available for hire in a clean, serviceable and safe fashion. All equipment undergoes regular servicing and safety testing prior to dispatch. The validity of safety tests is limited in time to the time of the test only, and subsequent faults and their consequences are not events that the company can be held liable for.

Equipment available for hire is designed and intended for professional use only, by experienced and trained personnel. All equipment must be used for its intended application only. All equipment supplied under a hire contract remains the property of the company at all times, and the customer undertakes to keep all equipment

in good order, safe from theft and exposure to the environment, free from defects by misuse and modification. The customer undertakes to fully insure all equipment against all risks for the full term of the hire, to the full value as specified by the company under the contract of hire.

6) Termination.

The company reserves the right to terminate any contract where one or more of these conditions and terms of business are not met by the customer. In such circumstances, the customer shall remain liable for the full sum as laid out in the contract.

7) Delivery and transportation.

Where the company undertakes to deliver goods or services, the customer agrees to provide reasonable access to delivery vehicles to the delivery address at the specified times. Where large goods vehicles are required, this will be noted on the contract of sale, and access arrangements for these vehicles must be made. Where limited or no access to the delivery address is available at the time indicated, the customer agrees to pay any re-delivery costs. Where re-delivery is not possible, the company will not accept any liability for goods or services not supplied.

8) The Law.

The company operates under English Law. The terms and conditions laid out in this document are interpreted and bound by English Law. These terms and conditions do not effect your statutory rights.

9) Payment.

All quotations, sales orders or invoices specify payment terms. The customer agrees to abide by these payment terms under all circumstances. Where the customer does not abide by the payment terms specified by the company, the company reserves the right to charge interest at the rate of the official Bank of England base interest rates + 6%, until all outstanding monies are paid in full.

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