

TERMS & CONDITIONS OF SALE

Conditions of Supply

The supply of goods by McGregor Amplification Ltd (the Seller) shall be subject to and conditional upon the following terms and conditions which shall apply notwithstanding any purported waiver, expressed or implied, by or on behalf of the seller. Where there is any conflict between these conditions and any proposed by the buyer of the goods (the Buyer) these terms and conditions shall apply.

Any condition, that the Buyer wishes to apply on any goods, must be agreed in writing by the Seller.

Delivery

Delivery dates are indicative only and not guaranteed.

The Seller accepts no liability for any loss, damage or expense arising from the late delivery of goods by the Seller, its agents or its agent's carriers due to any cause whatsoever.

Any delivery date or despatch date that the Seller may have specified is accordingly an estimate and should not be relied upon.

The Seller will however endeavour to achieve delivery dates specified within its powers to do so.

Damage or Loss in Transit

The Seller will only accept responsibility for damage or loss of goods in transit, prior to the passing of the risk in the goods, if the Buyer notifies the Seller within 3 days of delivery.

Total shipments not received must be notified within 7 days of the invoice date.

Claims for shortages or damage will not be accepted after a clear receipt has been given to the Seller or the Seller's agent.

If goods cannot be examined upon delivery, documentation presented to the Buyer must be signed "Unexamined" and subsequent damage or shortages notified in writing to the Seller within 3 working days.

Prices

Goods shall be invoiced at the prices ruling at the date of despatch.

Prices are subject to alteration without notice, unless stated in the form of tender by the Buyer or agreed in writing by the Seller.

The price is due on the date specified by the Seller on the invoice or acknowledgement of order.

Credit account holders have 30 days credit from the date of the invoice if no payment due date has been specified.

All credit/debit card transactions incur a 3.5% surcharge.

The Seller shall be entitled to withhold delivery of goods until all monies due by the Buyer to the Seller are paid.

The Buyer may not offset any sums due to the Seller against any sums due or alleged to be due to the Buyer, unless the Seller has specifically given agreement in writing for the offset.

In the event of default in payment by the Buyer the Seller shall be entitled without prejudice to any other right or remedy to sue for the price of the goods notwithstanding that title has not passed to the Buyer.

Interest shall accrue daily on any sum outstanding after the due date at the rate of 3% above the base rate charged by HSBC and the Buyer shall pay any such interest to the Seller after as well as before any judgement.

Passing of Property

The risk in the goods shall pass to the Buyer upon delivery, or to the carrier or to the place of delivery nominated by the Buyer

But ownership shall remain with the Seller until payment in full has been made (each order being considered as a whole) or the

Buyer resells the goods as provided herein.

* Before payment in full is made, the Buyer shall have power to re-sell the goods (as principal towards sub-purchaser but as agent between Buyer and Seller) and the Seller shall be beneficially entitled to and the Buyer shall be under Fiduciary duty to account to the Seller for the proceeds of re-sale and any claim thereto.

* If the Buyer not having made payment in full for the goods, mixes them with other goods or uses them in the manufacture of other products, the ownership of the other goods or products shall thereupon rest in the Seller as security as for such payment, and accordingly Paragraph (ii) above shall as far as appropriate apply to such other goods or products.

* Until such payment in full the Buyer shall clearly identify the goods or the said other goods or products as being the property of the Seller.

The Seller shall be entitled forthwith to recover and re-sell any or all of such goods or products to which the Seller has title hereunder and to enter upon the premises of the Buyer with such transport as may be necessary for that purpose, if the Buyer commits any default hereunder which expression shall without generality thereof include failure to pay the Seller on the due date, the appointment of a receiver of the Buyer's business or the presentation of a petition to wind up the Buyer. Nothing herein shall entitle the Buyer to return the goods or to refuse or delay payment for them.

Cancellation and Returns

The Seller may agree cancellation of orders on condition that all costs and expenses incurred by the Seller up to the time of cancellation are paid forthwith by the Buyer.

Where the Seller agrees to the Buyer returning goods, these goods must be returned in their original condition and packaging and will incur a restocking charge of 5%.

Specifications

The Seller does not guarantee the suitability of goods made especially to the Buyer's requirements, even if the Seller knows the purpose for which the goods are required.

These products are not returnable for credit without the specific written agreement of the Seller.

No Assignments

The Buyer may not assign the rights or obligations pursuant to the contract without the prior written consent of the Seller.

The Seller but not the Buyer may assign its rights and subcontract its obligations under the contract.

A person who is not a party to this agreement shall not have any rights under or in connection with it

Waiver

The failure on the part of the Seller to enforce any rights conferred by the contract shall not be deemed to be a waiver of any such rights nor operate as a bar to exercise or enforce such rights at any time.

General

The headings in this contract are for ease of reference and shall not affect the construction or interpretation of any provision to which they refer.

Save in respect of the Buyer's statutory rights under the Sale of Goods Act 1977 (as amended) and the Unfair Contract terms Act 1977 and save in respect of our guarantee, the Seller shall not be liable to the Buyer by any implied warranty, condition or other term or any duty of common law, or under these terms of our contract with the Buyer for any indirect, special or consequential loss or damage (loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by our negligence) that arise out of or in connection with the supply of goods or their use by the Buyer.

The contract between the parties shall be governed by and interpreted according to the laws of England.