

Terms and conditions of sale

These terms and conditions shall relate to all orders for C Hear equipment, spares, products and services (hereafter called goods) supplied by C Hear.

1. Accounts for goods are payable to C Hear, 11 Plough Yard, Bishopsgate, London, EC2A 3LP. Prices exclude VAT, which will be charged at current rates.

2. C Hear ("The seller") terms of payment are 30 days from the invoice date or such other terms as are agreed between the seller and buyer in writing. Non-compliance with these terms of payment shall constitute default without reminder. Non-payment on due date shall entitle the seller in its sole discretion to demand payment of all outstanding balances whether due or not and/or cancel all outstanding orders until receipt of cash or other adequate security. The seller may charge interest from the date on which payment falls due at a rate of 4% above the company's current Banker's overdraft interest rate.

3. Prices charged will be those ruling at the date of seller's quotation. The quotation is only valid for 14 days and when the seller provides it in writing.

4. The seller reserves the right to select the method of transportation of the goods. Any special transportation requested by the buyer shall be charged to him at the seller's option.

5. C Hear shall have the right to delay delivery if it is prevented from or hindered in or delayed in manufacturing or delivering by normal route or means of delivering the goods of the description covered by this contract through any circumstances beyond its control, including but not limited to, strikes, lock-outs, accidents, war, fire, reductions in or availability of power at manufacturing plant, breakdown of plant or machinery or shortage or unavailability of raw materials from normal sources or routes of supply.

6. Upon receipt of the goods, the buyer shall inspect them promptly and notify the seller in the event of any damage, shortage or discrepancy, and at the latest within three days of receipt of goods.

7. Goods returned for credit must be undamaged and in a resalable condition, with all original marks, labels and numbers, unaltered. Packs defaced by the addition of buyer's own labels or other markings cannot be accepted for credit. Goods shall only be returned from the original purchaser with the prior knowledge and approval of the seller, and shall then be returned carriage paid.

8. Goods returned are subject to valuation without recourse. C Hear reserves the right to destroy any goods, which are unfit or unsafe for use or sale.

9. The risk in the goods shall remain in the seller until, and shall pass to the buyer at, the point of delivery. In the absence of written advice from buyer to seller as described in condition 7, the goods shall be deemed to have been delivered and accepted by the buyer complete and in a satisfactory condition.

10. The ownership of the products shall remain with the seller, which reserves the right to dispose of the products until payment in full for all the products has been received. If such a payment is overdue in whole or in part the seller may without prejudice to any of its other rights recover or resell the products or any part of them and may enter the buyer's or any other third party premises by its servants or agents for that purpose. Such payment shall become due immediately upon the commencement of any act or proceeding in which the buyer's solvency is involved. If any of the products are incorporated in or used as material for other products before such payment has been made or the other products have been sold as aforesaid and all the rights of the seller hereunder in the products shall extend to those other products.

11. The seller's responsibility is limited to the repair or replacement of goods or parts found defective in manufacture, labelling or packaging. The seller shall be given the opportunity of examining any alleged fault. The seller cannot accept responsibility for consequential loss or damage. Customers are not entitled to withhold payment or make deductions on accounts of goods claimed to be defective.

12. The seller's trademarks are duly protected by the laws in force therefore neither the buyer or others may use such trademarks without previous permission in writing from the seller.

13. C Hear, reserves the right to request written confirmation of any customer order prior to executing delivery.

14. Orders are not assignable by the buyer, either in whole or in part, except with the seller's written consent. Goods not paid for in full cannot not be pledged or assigned by the buyer to a third party.

15. On request the seller will endeavour to provide such technical advice or assistance as it has available in reference to the use of goods by the buyer. Such advice or assistance is given gratis and the seller shall be under no obligation or liability for the advice and assistance, which is given at the buyer's risk.

16. Goods are warranted to accord with specifications agreed with the buyer in writing or, if there is no such specification, to be within normal limits of industrial quality. All other warranties or conditions as to the quality of the description (statutory or otherwise) are excluded.

17. The liability of the seller for breach of warranty (or for any other claim based on any defect in the goods) shall not exceed replacement of the goods shown to be defective, or, at the seller's option, reimbursement of the price received by the seller for the goods.

18. The buyer shall on discovering any defects in the goods give immediate written notice to the seller hereunder unless and until this procedure has been carried out.

19. Any recommendation or suggestion relating to the use of goods made by the seller is given in good faith but it is for the buyer to satisfy itself of the suitability of the goods for its own particular purpose and it shall be deemed so to have done.

20. Accordingly, unless otherwise expressly agreed in writing, the seller gives no warranty as to the fitness of the goods for any particular purpose even though that purpose may be specified in the buyer's order and any implied warranty or condition (statutory or otherwise) is excluded.

21. These terms and conditions shall be subject to and construed in accordance with the laws of England, unless the parties otherwise agree in writing.