

Nebula Audio Ltd. TERMS and CONDITIONS of TRADING

All orders are accepted and goods supplied against such on the following Terms and Conditions:-

General - In the event of any conflict of inconsistency between these Terms and Conditions of Trading and the terms of an order received, these Terms shall prevail unless agreed by us in writing. No alterations to an order will be recognised unless requested in writing and confirmed in the same manner.

Acceptance - No order shall be deemed accepted by NEBULA AUDIO Limited other than upon receipt of our official Acknowledgement or Invoice.

Web Sales – Price shown on web site are only available via web site, and are not available via telephone or email orders.

Delivery - Time for delivery is given as accurately as possible but is not guaranteed unless confirmed in writing by a Director or officer of the company and even so is subject to variation and extension to cover delays caused by strikes, lock-outs, works, breakdowns, delay in transport, shortage of raw materials, Government regulations or requirements, or any cause whatsoever whether or not similar to those above-mentioned and being beyond our control.

Description - All descriptions and particulars furnished in price lists, literature and other documents issued by NEBULA AUDIO Limited or their agents are as accurate as possible but, being given for general information, do not constitute a contract and are not to be treated as binding unless specifically confirmed in writing. Any performance figures given in such literature is based upon information received, typical measurements or general experience and as such as the Goods supplied are expected to achieve. NEBULA AUDIO Limited accept no liability if such performance is not matched unless specially guaranteed in writing prior to the supply of the said Goods.

Terms - On approved Accounts terms are Strictly Nett - Cash on delivery OR within 30 days of date of invoice. NEBULA AUDIO Limited reserve the right to charge interest on overdue accounts calculated on a daily basis as a cost equivalent to the prevailing Bank of England annual base rate plus 5%. For non account customers payment is to be made in full with the placement of the order or against a pro-forma invoice which will reflect a settlement discount were applicable.

When custom equipment are being supplied, for account customers we require 40% with order, 40 % on delivery / factory acceptance with the balance on 30days. For non account customers this is 50% on order and the balance prior to or at delivery or on factory acceptance.

For non stocked items or items supplied but not manufactured by Nebula Audio these items will be classed as a special order and therefore payment with order will be required.

We reserve the right to amend these special terms as appropriate.

Credit Card Payment of Credit Account – We do not accept credit card payment of accounts.

Cancellation of Orders - Cancellation after delivery and/or after delivery and installation will not be accepted and payment must be made in full unless specifically agreed and consent for the return of goods is made in writing and authorised by the Directors of NEBULA AUDIO Limited.

Custom items and special ordered items once ordered cannot be cancelled or returned for credit.

Storage – Whereupon a Customer requests delay in delivery or delivery and installation beyond the agreed date, NEBULA AUDIO Limited will store such goods free of charge for a maximum period of 7 days. Thereafter, the Company reserves the right to Invoice and seek payment for the said goods together with an additional charge for storage.

Title to Goods - Title to all Goods supplied by them shall remain with NEBULA AUDIO Limited until the said goods are paid for in full. The Property in the Goods shall pass to the buyer/customer only upon being paid in full and until the property has so passed, the buyer shall not charge or dispose of the goods and will at their own expense keep the goods safe and insured against customary commercial risks. Until property in the goods have so passed the buyer shall return the goods to the seller on demand and the seller shall without prejudice to any other rights be entitled to go upon the property of the buyer and repossess and remove the said goods.

Software & Source Code – When a sale involves the supply of customised or bespoke software and/or source code, unless agreed in writing, the source code will not be supplied to the client. In such causes as it is agreed to provide this code then all intellectual property rights remain with NEBULA AUDIO Ltd and the said software must not be copied or passed by any means whatsoever to a third party without the written consent of a director of NEBULA AUDIO Ltd. In all cases when other than compiled software is being made available, this will not be issued until full payment has been made for the software and/or the associated system(s).

Repossession by Seller - Where the Buyer has failed to pay for Goods supplied within the specified time or committed an act of bankruptcy (or where the buyer is a limited company, a receiving or winding up order has been made against that company) and the property in the goods subject of this invoice/contract has not passed to the buyer but remains with the seller, the buyer shall within twenty-one days of such act or order, give notice in writing of the same to the seller and shall afford the seller reasonable opportunity and access to repossess the said Goods.

Faulty Goods - Claims in respect of faulty goods shall not be a ground for withholding payment of accounts and shall not give the buyer/customer any right to set off payment due to NEBULA AUDIO Limited.

Part Shipments - If part of a consignment is not received, this shall not be grounds for withholding payment for the remainder of the invoice upon which those goods appear.

Interpretation - These terms shall be construed in accordance with English Law and shall be subject to the exclusive jurisdiction of English Courts.