

TERMS OF TRADE

These are the conditions of sale for Summerfield Musical Instruments Limited, who shall be referred to as the 'Vendor'. The 'Purchaser' is any person, firm, company or organisation to whom or to which the Vendor agrees to sell 'Goods' and such agreement is hereinafter called the 'Order'. The term 'Goods' shall, where the context so permits include unit parts, accessories, repairs and services.

An account will only be established by the Vendor for legally constituted companies or traders who have been visited and approved by the Vendor's Area Sales Managers, or who have been accepted without a visit, but in all cases who have accepted our Terms of Trade by signing and returning to us an Account Application Form. We reserve the right not to supply merchandise to any company that trades in competition with us.

NEWLY OPENED BUSINESSES

To open a credit account with the Vendor, trade must have first been conducted continuously and satisfactorily with the Purchaser for a minimum period of three months against pro-forma invoice.

NEW ACCOUNTS: ESTABLISHED BUSINESSES

To open a credit or pro-forma account with the Vendor, two satisfactory trade references are required from the Purchaser.

STANDARD ORDERS

The Vendor will endeavour to provide a same day service to all orders subject to prevailing circumstances. The Vendor, with discretion, will have the right to substitute such similar goods as it shall reasonably deem expedient and any such substitution shall not give rise to any claim against the Vendor provided that such an act shall not have substantially diminished the quality and performance of the goods in question.

Orders or part orders for goods out of stock, which the Vendor is unable to substitute, will be held outstanding until such a time as stocks allow the Vendor to despatch. If no time for delivery is specified, and unless the Purchaser notifies the Vendor to the contrary at the time of purchase, the Purchaser shall be bound to accept the remaining goods when they are ready for delivery by the Vendor.

MINIMUM ORDERS

Minimum trade order value is £150.00 excluding V.A.T. The Vendor reserves the right to charge an administration fee of £5.00 on orders with a trade value under £50.00 excluding V.A.T.

ORDER CANCELLATIONS

In exceptional circumstances and solely at the discretion of the Vendor, these may be accepted if agreed by telephone and then confirmed in writing by the Purchaser by post, email or by facsimile transmission.

SPECIAL ORDERS

Orders placed for goods required by the Purchaser in special finishes or sizes etc., will be supplied by the Vendor wherever possible. Such will only be accepted however, on the basis of a Firm Written Order which cannot be cancelled, or the goods returned, for the Vendor will be irrevocably committed to the manufacturer. In certain instances, and before acceptance of such orders, the Vendor will require a deposit of 25% of the total purchase price.

RETAIL PRICES

Recommended Retail Prices whenever shown, include V.A.T. Some items, such as books are Zero rated.

QUANTITY DISCOUNTS

These are, when available, as printed in our current price list. Out of stock merchandise, purchased under a quantity discount structure, will be carried forward for delivery as available (see also PRICE CHANGES). Subsequent authorised cancellations will only be accepted on the basis that an applicable retrospective higher price will then be charged on invoice for the merchandise already delivered.

PRICE CHANGES

From time to time it becomes necessary to amend our prices. We reserve the right to alter these at any time. Back order items will be invoiced at the price ruling at the date of despatch, which will not necessarily agree with the prices in force at the time of ordering.

PAYMENT TERMS

Invoices issued by the Vendor are, on the goods value only, subject to 10% settlement discount if paid within 7 days of invoice date, provided the account is current, otherwise payment due 30 days. V.A.T., carriage and packing charges are strictly nett. In the event of non payment within the foregoing terms, the Company reserves the right to charge interest on any outstanding balance at current MLR plus 3%. If at any time it becomes necessary to employ a third party to recover payment for goods delivered, and charges incurred, then all costs, disbursements and fees will be payable by the debtor.

RETURNED CHEQUES

In the event of a cheque being returned 'refer to drawer', a charge will be made to cover bank charges and any other additional administrative costs incurred.

DELIVERY CHARGES

At the discretion of the Vendor, deliveries will be made by parcel post, railway service, road transport, air service or the Vendor's own transport. Carriage will be paid by the Vendor on all orders above £150 trade value excluding V.A.T. (except where special delivery services have been requested, in which case the Purchaser will pay the delivery charges), otherwise carriage will be charged at £7.50. The dispatch of any order balances for goods will be sent with carriage paid by the Purchaser except in instances where the total value of each consignment sent is over £150 in which case carriage will be paid by the Vendor.

RISK

Risk for the goods will pass to the Purchaser from the date of delivery by the Vendor to the Purchaser, from the date the Purchaser's agent collects the goods from the Vendor or from the date of delivery by an independent carrier to the Purchaser whichever is the case.

TITLE TO GOODS

Property in goods shall remain in Vendor until the Vendor has received payment in full of all sums due in respect of supplies of goods, materials and services at any time.

The Purchaser shall either store goods and materials owned by the Vendor in a way which makes them clearly identifiable as the Vendor's property, or maintain records of goods and materials owned by the Vendor, and shall identify them to the Vendor on demand. Failing such identification, all goods and materials supplied by the Vendor in the Purchaser's possession shall be deemed to belong to the Vendor to the extent of all sums due to the Vendor and, with regard to products of identical type supplied by the Vendor to the Purchaser over a period of time and on a number of different invoices, any stock remaining unsold at any time will be taken as relating to that supplied on the most recently dated invoice(s). If the Purchaser shall sell or otherwise dispose of goods or make any insurance claim in respect of them, prior to making payment in full for them, he shall not give any warranties or incur any liability on behalf of the Vendor and the proceeds of any such sale or other disposition (or claim thereto) or any insurance proceeds (or claim thereto) shall belong to the Vendor, to the extent of all sums due to the Vendor. On request from the Vendor at any time such proceeds shall be paid into a separate bank account and held in joint names on trust for the Vendor.

If any goods or materials owned by the Vendor are incorporated into other goods and materials, title to the resulting composite or mixed goods shall vest in the Vendor and shall be retained by the Vendor for as long as and on the same terms as those on which it would have retained title to the original goods or materials.

If the Purchaser fails to make all payments when due, enters into bankruptcy, liquidation or a composition with its creditors, has a receiver or manager appointed over any of its assets or becomes insolvent, or if the Vendor has reasonable cause to believe that any of these events may occur, the Vendor shall have the right, without prejudice to any other remedy of the Vendor to repossess the goods and materials without prior notice and the Purchaser will permit the Vendor to enter any premises for the purpose of such repossession.

Nothing in this Condition shall give the Purchaser any right to return goods sold hereunder. The Vendor may sue the Purchaser for the price when due notwithstanding that property in the goods may not have passed to the Purchaser.

RETURNS

The Vendor will only accept goods returned from the Purchaser if prior arrangements have been made, an authorisation number provided by the Vendor, details given to the Vendor by the Purchaser on the Vendor's official form and the return carrier of the Vendors choice has been agreed. In certain circumstances, the Vendor may at his discretion arrange collection from the purchaser's premises by the Vendors contracted carriers. In such instances where the Vendors contracted carriers call at the Purchasers premises and find goods are unavailable, or no longer available for collection, any charges levied by the Carrier will be the responsibility of the Purchaser. In instances where the Vendor accepts to credit faulty or damaged goods such is on the understanding that the Purchaser accepts to receive replacements on a fresh invoice.

REPAIRS

The Purchaser is responsible at his expense for all after-sales servicing of all goods supplied by the Vendor and the Purchaser must maintain adequate after-sales service facilities and staff to undertake such responsibility. The Vendor is responsible for providing technical advice and parts under guarantee to the Purchaser. Replacement parts will be invoiced at cost and credit will be passed for defective parts (if under guarantee) once returned by the Purchaser to the Vendor. The Vendors own Technical and Service Departments will act as a back-up (not substitute) facility to that provided by the Purchaser and may at the Vendors sole discretion accept to repair and/or service goods on behalf of the Purchaser. In such an instance carriage both to and from the premises of the Vendor is the responsibility of the Purchaser.

VALUE ADDED TAX

The prices shown in the Vendors price list are trade excluding V.A.T. at the current rate at the time of printing. Where retail prices are stated, V.A.T. is included.

SHORTAGES AND/OR DAMAGE

If consignments of goods received by the Purchaser appear to be damaged or open in any way, the Purchaser is required to endorse the Carrier's Delivery Document accordingly. On unpacking the consignment the Purchaser must thoroughly test and check the goods immediately. If goods are found to be missing, incorrect and/or damaged, the Purchaser is required, within three days of delivery, to notify the Carrier in writing. If goods are found to be missing, incorrect and/or damaged, the purchaser is required within three days of delivery, to inform the Vendor. At that time the Purchaser is required to furnish the Vendor with a photocopy of the Vendor's Delivery Note or the actual Delivery Note itself, together with full details of missing or incorrect goods and/or the nature of damage to items contained in the consignment. The Vendor will, on receipt of this information, instigate a claim against the carrier. The Purchaser must retain all packing for inspection.

The Vendors responsibility is conditional upon the Purchaser following the aforementioned procedure.

OVER DELIVERIES

Over deliveries and incorrect goods of a higher value. The Purchaser agrees to fairly notify the Vendor of these.

NON DELIVERY

The Purchaser shall, in the event of a claim for non-delivery of goods, be required to notify the Vendor and appropriate carrier in writing, within seven days after receipt of the Vendor's invoice. Any such claim shall be deemed by the Vendor to have been waived if outside the

seven day period, otherwise the Vendor will instigate the necessary enquires and claim against the carriers.

FAULTY GOODS

The Purchaser must thoroughly test and check the goods immediately on delivery. Any claim to rectify goods received faulty shall be accompanied by a quotation from a competent technician and/or engineer for rectification of the defect or deficiency. If the Vendor approves the quotation and so notifies the Purchaser, the Vendor shall supply all spare parts necessary for the rectification free of charge. The Vendor retains the right if it does not approve the quotation either to exchange the article rather than pay for the repair or to require the Purchaser to obtain an alternative quotation. The Vendor's responsibility for considering and/or accepting a claim other than replacing faulty parts in respect of faulty goods is conditional upon the Purchaser testing and checking the goods as stipulated and notifying the Vendor immediately of any fault. The Vendor's responsibility in respect of agreed labour costs for the repair of faulty goods ceases either ten working days after delivery of the goods to the Purchaser or at the time of sale of the goods by the Purchaser to his customer whichever is earlier. (See also REPAIRS).

GUARANTEE

The Purchaser is responsible for passing on to the end consumer any benefit of a manufacturers guarantee. The Purchaser is responsible for the after-sales service of all merchandise sold under guarantee (see REPAIRS). At its sole discretion, the Vendor may accept to assist the Purchaser and if prior arrangements have been made with the Purchaser for goods to be returned for inspection, the Vendor undertakes to assist with the repair (or if unable to repair - replace or credit) of goods which are shown to the Vendors satisfaction to be defective due to faulty material or workmanship. Fair wear and tear, neglect or abuse is excluded from this guarantee.

Where a guarantee is given and not fulfilled, reasonable time and opportunity shall first be given to the Vendor to comply with the terms of the guarantee, e.g. supply repair parts. If the Vendor fails to comply with the guarantee the Purchaser may, after negotiation with the Vendor, return such goods which fail to comply with the guarantee but in the case of consignments consisting of several identical units such rights to return shall only extend to the unit(s) which are agreed to be deficient.

The Vendor shall credit to the Purchaser the price of goods so returned subject to a reasonable deduction for any use had by the end user of such goods and such credit note will completely exonerate the Vendor from any other liability or payment whatsoever and howsoever arising (see also RETURNS). The carriage of such units or other goods to and from the Vendor shall be the expense of the Vendor. The Purchaser is requested to encourage customers to complete and return any Guarantee/Warranty cards that may be included with any merchandise supplied by the Vendor.

DESIGN AND MATERIALS

Only if the goods are actually manufactured by the Vendor is any warranty given that the goods do not infringe on some third party's patent or trade mark rights.

SPECIFICATIONS AND PERFORMANCE

Specifications and other descriptions issued by the Vendor or by the manufacturer in connection with goods are intended to be accurate but carry no guarantee or warranty unless on request a guarantee is given to the Purchaser separately in writing in each particular case. The manufacturers specifications could on occasions vary and should this occur the Vendor will ensure that the goods continue to be of suitable quality. Representations as to performance relate to what the Vendor or Manufacturer would expect to obtain upon test but, since goods are employed in many locations and for many purposes under varying conditions of operation, the Vendor cannot accept liability for failure to obtain any stated performance unless written notice of any particular purpose for which the Purchaser requires the goods has been given to the Vendor at the time of purchase and an express guarantee is given as aforesaid.

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