

CEDAR Audio Ltd

TERMS AND CONDITIONS FOR SALE

The placing of an order by a Purchaser indicates that these conditions are accepted by the Purchaser in full and without dispute.

1. Definitions and Interpretation

1.1. In these Terms and Conditions, the following words and expressions shall have the following meanings:-

“Purchaser” means any person who or organisation that purchases or has agreed to purchase Goods manufactured by CEDAR Audio Ltd (“CEDAR”);

“Data Protection Legislation” means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation or other binding restriction (as amended, consolidated or re-enacted from time to time) that relates to the protection of individuals with regard to the processing of personal data to which a party is subject, including the Data Protection Act 2018, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

“Force Majeure” means any acts, events, omissions or accidents beyond the reasonable control of either CEDAR or the Purchaser;

“Goods” means any such goods whether in hardware or software form or any part thereof to be supplied by CEDAR to the Purchaser and includes services supplied by CEDAR;

1.2. Interpretation

1.2.1. A reference to any enactment, order, regulation, statutory Instrument, or the like shall include references to any amendment, replacement, consolidation or re-enactment of the same.

1.2.2. Words importing the masculine gender include the feminine gender, words in the singular include the plural and words importing individuals shall be treated as including bodies corporate, unincorporated associations and partnerships and, in each case, vice versa.

1.2.3. Clause headings do not form part of these Terms and Conditions and shall not be taken into account in its construction or interpretation.

2. Preliminaries

2.1 CEDAR declares that to the best of its knowledge and belief there is no inhibition, restriction, or prohibition that affects its capacity to supply Goods to the Purchaser and declares that to the best of its knowledge and belief the information provided in its quotations is complete and free from error.

2.2 No terms or conditions stipulated by the Purchaser nor any other variation shall have any effect unless agreed in writing by CEDAR.

3. The Goods

3.1 The Goods shall be fit for the purpose for which they are ordinarily used.

3.2 All brochures, catalogues, price lists, samples, particulars of dimensions and other advertising or descriptive material are intended to give a general impression of the Goods. CEDAR reserves the right to make minor alterations to specifications and/or construction of the Goods without prior notification to the Purchaser.

3.3 CEDAR reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements.

4. Ordering

4.1 CEDAR Audio Ltd requires that a purchase order signed by an authorised representative of the Purchaser be submitted by the Purchaser before the order can be accepted.

4.2 No contract is made with CEDAR until there has been an acceptance by CEDAR of an order.

4.3 Unless agreed in writing beforehand, once an order is accepted full payment will be required from the Purchaser prior to shipment of Goods or supply of licence keys.

5. Pricing and invoicing

5.1 All prices quoted are exclusive of Value Added Tax at the current rate and are exclusive of delivery charges.

5.2 Once an order has been accepted then, unless agreed beforehand in writing, payment shall be made immediately and in full in the agreed currency to the bank account detailed on CEDAR's invoice or pro-forma. CEDAR reserves the right to cancel an order if payment is not received within 14 days of order acceptance.

5.3 In the unlikely event of any discrepancy between the price quoted and the price stated on the pro-forma or invoice, the Purchaser should notify CEDAR immediately.

5.4 Invoices detailing any sums paid to CEDAR and the Goods to which those sums relate shall be provided by CEDAR to the Purchaser. Value Added Tax, where applicable, shall be levied and shown separately on each invoice.

6. Delivery

6.1. The delivery address and any requested shipping date must be stated clearly on the purchase order. Any times quoted by CEDAR for delivery are estimates only and CEDAR shall not be liable for the consequence of any failure to deliver within the time quoted. Orders may not be cancelled on the grounds of any delay in delivery except by mutual agreement.

6.2 Risk in the Goods shall pass to the Purchaser (i) if delivered by CEDAR or its agents at the time of delivery to the Purchaser, or (ii) if collected by the Purchaser or its agents at the time of collection from CEDAR's premises, or (iii) if shipped by CEDAR according to the Purchaser's instructions at the time of collection from CEDAR's premises. Each of these shall constitute delivery to the Purchaser.

6.3 Where CEDAR is responsible for delivery, it shall have the Goods delivered to the Purchaser's designated address in a timely and professional manner. All Goods will be accompanied by a delivery advice note.

6.4 All Goods must be checked immediately upon delivery by the Purchaser. Should any Goods be believed to be missing, incorrect or damaged, this must be reported within three working days to CEDAR, which shall determine at its sole discretion what course of action to take. All cartons and other wrappings must be retained for inspection by CEDAR if there is any claim for shortage or damage on delivery.

6.5 The Purchaser shall be responsible for complying with any legislation or regulations governing the import of the Goods into the country of destination (and any other country through which the Goods pass in transit) and for the payment of any duties thereon. The Purchaser shall fully indemnify CEDAR against any fines, penalties, costs, claims, damages, losses and expenses suffered by CEDAR as a result of the Purchaser failing to comply with this clause.

6.6 Licences to use Goods shall not pass from CEDAR to the Purchaser until payment is received in full or when the product is delivered, whichever is the later.

6.7 The property in any Goods sold to the Purchaser shall remain in CEDAR until CEDAR has received payment in full for all the Goods and for all other sums owing to it under any other contract between CEDAR and the Purchaser for which payment is outstanding. So long as the property in the Goods remains in CEDAR, it shall have the right, without prejudice to the obligation of the Purchaser to purchase the Goods, to retake possession of the Goods and resell them. Nothing in this condition shall confer any right upon the Purchaser to return the Goods.

7. Intellectual Property

The purchase of or right to use Goods does not imply that the Purchaser owns any Intellectual Property in the Goods. CEDAR retains the ownership of its IP and copyrights at all times and the customer shall not dispute the ownership of such rights.

8. Licence and Limited Warranty

The Licence and Limited Warranty for each CEDAR product is included in its manual and copies can be provided upon request. In the event of a conflict between these Terms and Conditions and any applicable copy of CEDAR's Licence and Limited Warranties, the Licence and Limited Warranties shall always have priority.

9. Software licences protected by dongles

Following delivery, the purchaser shall be responsible for the safety of any and all dongles. Should a dongle be lost or stolen and the Purchaser require a replacement, it will be necessary to purchase a new dongle and licence for the protected product at full cost as shown on CEDAR's price lists as updated from time to time.

10. Standards, Safety and Environmental Care

CEDAR undertakes to the Purchaser that it does not use any legally banned chemical substances and that it complies with the Environmental Protection Act 1990 and other legislation and directives relating to clean air and air pollution.

11. Data Protection and Confidentiality

The Purchaser and CEDAR shall each have the rights and obligations subscribed to them under relevant Data Protection legislation in force from time to time.

12. No Exclusivity

A contract does not provide the Purchaser with any rights of exclusivity to the supply or use of the Goods.

13. Disputes

If any dispute shall arise between the Parties, unless the parties mutually consent to seeking resolution by other means, the dispute shall be settled by an arbitrator to be agreed upon by the parties.

14. Notices

Any notice required to be given by either party shall be in writing to the relevant party's address on the purchase invoice or as otherwise notified in writing and shall be deemed to have been served, if sent by post, 48 hours after posting.

15 Termination

14.1 CEDAR will accept cancellation of orders only on the basis that the Purchaser is prepared to pay all reasonable cancellation costs to be determined by CEDAR.

14.2 CEDAR shall, at its sole option, be entitled to terminate all or any contracts with the Purchaser forthwith and recover all expenses, losses and damages resulting to it including (but without limitation to) loss of profit or other consequential loss if:

- (a) the Purchaser has a bankruptcy petition presented against him or a bankruptcy order is made
- (b) the Purchaser makes or seeks to make any composition or arrangement with his creditors;
- (c) the Purchaser makes a proposal to his creditors for a voluntary arrangement or applies for an interim order (within the meaning of Section 286 Insolvency Act 1986);
- (d) an encumbrancer takes possession of any of the Purchaser's assets, or any of the Purchaser's property is taken in execution or process of law;
- (e) a petition is presented or an order is made or a resolution is passed for the winding-up of the Purchaser;
- (f) a petition is presented or an order is made for an administration order to be made in relation to the Purchaser;

- (g) the Purchaser's directors make a proposal for a voluntary arrangement with the Purchaser's creditors;
- (h) the Purchaser is unable to pay its debts (within the meaning of Section 123 Insolvency Act 1986);
- (i) a receiver or administrative receiver is appointed over any of the Purchaser's assets; or
- (j) the Purchaser fails to make any payment owed to CEDAR on the due date; or
- (k) the Purchaser fails to take delivery of or to collect the Goods within 14 days of being notified by CEDAR that they are to be delivered or are ready to be collected; or
- (l) the Purchaser is in breach of the terms and conditions of any contract with CEDAR (including breach of these Terms and Conditions) and shall fail to remedy the same within seven days of notice specifying the breach and requiring remedy (if the breach shall be redeemable).

16. Force Majeure

If CEDAR is prevented or delayed in the performance of any of its obligations hereunder by Force Majeure, it shall be excused the performance of such of its obligations that are so affected for so long as the cause of prevention or delay shall continue.

17. Severability

If any provision of these Terms and Conditions becomes or is declared by a court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability will not impair or affect the other provisions or conditions of these Terms and Conditions, all of which shall remain in full force and effect.

18. Governing Law

These Terms and Conditions shall be governed and construed in accordance with the law of England and shall be subject to the exclusive jurisdiction of the English courts.