

Terms and Conditions of Sale

- 1 In these conditions:**
- 1.1 'Contract' means the contract for the sale and supply of Equipment concluded by the acceptance by Theatek Ltd. of an order pursuant to condition 2
 - 1.2 'Equipment' means the equipment (including any instalment of the Equipment or any part thereof) described in the Order
 - 1.3 'Customer' means the person, firm, company or public body so described in the Order
 - 1.4 'Order' means any written quotation by Theatek Ltd. which is accepted by the Customer or any written order of the Customer which is accepted by Theatek Ltd. for the supply of Equipment
 - 1.5 'Theatek Ltd.' means the company Theatek, registered in England and Wales number 4153173
 - 1.6 The headings in these Terms and Conditions are for ease of reference only and shall not effect their interpretation.
- 2 Orders:**
- 2.1 Theatek Ltd. shall accept an Order for the sale of Equipment in writing or verbally. Unless otherwise agreed the acceptance of the Customer's order by an authorised employee of Theatek Ltd. shall constitute the Contract, which shall be subject to these conditions
 - 2.2 Any terms or conditions in the Customer's order or other documentation of whatsoever kind, which are inconsistent with these conditions, shall have no effect
 - 2.3 Quotations are valid for 30 days only and no binding contract shall be deemed to have been effected until Theatek Ltd. has confirmed the quotation as an Order in writing
 - 2.4 An order placed by the Customer shall not constitute a Contract with Theatek Ltd. until so confirmed in writing by Theatek Ltd.
 - 2.5 Any typographical, clerical or other error or omission in sales literature, quotation, price list, acceptance or offer, invoice or other document or other information issued by Theatek Ltd. shall be subject to correction without any liability on the part of Theatek Ltd.
 - 2.6 Theatek Ltd. retains the rights to ownership on all Equipment delivered to the Customer until they have been paid for in full
 - 2.7 Until the Equipment has been paid for it shall be stored by the Customer separately from its own property and identified as being the property of Theatek Ltd.
 - 2.8 Theatek Ltd. its agents or representatives shall be entitled to enter onto the premises of the Customer or any third party at any time during normal business hours for the purpose of taking possession of any Equipment (or part thereof) for which the Customer shall not have paid in full in accordance with these terms and conditions
- 3 Delivery**
- 3.1 Any delivery date given is an estimate only and Theatek Ltd will endeavour to meet it however no liability shall arise in the event that Theatek Ltd. fails to do so
 - 3.2 Theatek Ltd. has the right to deliver the Equipment in more than one consignment and in such cases each delivery may be invoiced separately
 - 3.3 Packing of the Equipment will be to Theatek Ltd. normal specification in non-returnable packaging
 - 3.4 If delivery is delayed at the Customer's request Theatek Ltd shall be entitled to charge for storage of the Equipment from the start date of such a delay. Theatek Ltd. reserves the right to submit an invoice for the original delivery date and for any credit terms and guarantee period to run from such original delivery date
 - 3.5 At time of delivery it shall be the Customer's responsibility to insure the Equipment against loss or damage
- 4 Payment**
- 4.1 All pound sterling prices are exclusive of VAT and carriage (unless specifically stated) which shall be charged at the appropriate rate at the relevant tax point
 - 4.2 Where a foreign currency is used the invoice will be calculated by reference to the rate of exchange on the date of the invoice. Where payment is not made within the specified time Theatek Ltd. reserves the right to calculate the final invoice value at the rate obtained when payment was made by Theatek Ltd. to their suppliers
 - 4.3 Credit terms may be approved and removed at the sole discretion of Theatek Ltd. Where a credit agreement is approved payment will be due no later than thirty days after the date of the invoice issued unless otherwise stated by prior written agreement with Theatek Ltd.
 - 4.4 Theatek Ltd. reserves the right to charge the Customer interest at the rate of the Lloydstsb Bank plc's standard base rate plus 4% per month on any overdue payments with such interest being chargeable on a compound basis. This rate will apply before as well as after any judgement requiring payment of the sums in question. The payment of such interest shall be without prejudice to any other rights or remedies available to Theatek Ltd.
 - 4.5 Costs to Theatek Ltd arising from recovering overdue invoices and/or the Equipment (or part thereof) whether legal or otherwise shall be paid by the Customer
 - 4.6 The Customer shall not be entitled to withhold or set off payment as a result of any claim that it may have against Theatek Ltd.
 - 4.7 Valid rejection by the Customer of any particular consignment or part of the Equipment in any particular consignment will not delay the responsibility of the Customer to make payment of the applicable price for the particular consignment or part of the Equipment in any particular consignment not rejected
 - 4.8 Any prompt payment discounts offered by Theatek Ltd. are offered on the basis that the Customer has no overdue invoices outstanding at the time the discount is deducted from the remittance. The Customer must ensure that their account is current before being able to take advantage of any settlement discount

- 5 Cancellation:**
- 5.1 Theatek Ltd shall be entitled to suspend or cancel its implementation of the Contract with the Customer if:
- 5.1.1 Any payment under the Contract is overdue, or
 - 5.1.2 The Customer rejects without good cause any Equipment ordered by it and submitted for delivery by Theatek Ltd. or
 - 5.1.3 The value of the Equipment ordered by the Customer exceeds the Customer's credit limit with Theatek Ltd. whether or not the customer is aware of the credit limit, or
 - 5.1.4 The Customer has a receiver or administrator appointed in respect of any of its assets, has a winding up petition presented against it, or enters into liquidation other than for the purpose of amalgamation or reconstruction
- 6 Liability**
- 6.1 Theatek Ltd. assures the Customer that the Equipment sold will be of sound material and craftsmanship and where a particular purpose has been specified in writing in the Order the Equipment (or part thereof) will be fit for that purpose
- 6.2 From the time of dispatch by Theatek Ltd. the Equipment shall be deemed to be at the Customer's risk.
- 6.3 Where Theatek Ltd. have arranged carriage of the Equipment the Customer must notify Theatek Ltd. of any loss or damage to the Equipment during transit within three working days. The Customer must also provide such information (both written and photographic) to Theatek Ltd. or the carrier as required by Theatek Ltd. the carrier or either party's insurer. If the Customer fails to notify Theatek Ltd. within three days the Equipment shall be deemed to have been accepted by the Customer and the Customer shall be bound to pay accordingly
- 6.4 Theatek Ltd. will be under no liability to the Customer in respect of defective goods where the Customer's claim is:
- 6.4.1 Made more than 12 months after the date of delivery, or otherwise stated in the manufacturer's warranty certificate, or
 - 6.4.2 In respect of loss or damage to the Equipment in transit and is made more than three days after the date of delivery of the Equipment, or
 - 6.4.3 In respect of non-delivery of the Equipment and is made more than 14 days after receipt by the Customer or notice (whether dispatch note, invoice or otherwise) that the Equipment has been dispatched by Theatek Ltd. or
 - 6.4.4 The result of fair wear and tear, wilful damage, negligence, abnormal working conditions or failure to follow the instructions (whether oral or in writing), or
 - 6.4.5 In respect of loss or damage caused by a third party
- 6.5 Theatek Ltd. liability will in all cases be limited to the repair or replacement of the faulty Equipment and will be subject to a monetary limit equivalent to the invoice value of the Equipment in question
- 6.6 Theatek Ltd. will not in any circumstances be liable for loss of profit, indirect or consequential loss or damage of any nature
- 7 General:**
- 7.1 The failure on any occasion by either Theatek Ltd. or the Customer to implement any right stipulated by these conditions shall not operate as a waiver of the right for future occasions
- 7.2 No neglect, delay or indulgence by Theatek Ltd. in enforcing a Contract shall prejudice the rights of Theatek Ltd. or be construed as a waiver
- 7.3 The Customer shall not assign or otherwise transfer all or any part of a Contract
- 7.4 The formation, construction and performance of all Contracts shall be governed in all respect by English Law. The parties hereby agree to submit to the exclusive jurisdiction of the English Courts