

B2B SALES TERMS

Terms & Conditions of Sale – for Business Customers

By placing an order with SSE Sales, you are accepting our terms and conditions. SSE Sales is a trading division of SSE Audio Group Limited. Terms and Conditions updated January 2008.

Please Note: Consumer or Business Customer?

These terms and conditions apply to customers of SSE Audio Group who purchase goods on behalf of, or in pursuit of, a business or corporate body; or by individuals ('consumers') who make purchases in person at SSE Audio Group premises, or following a demonstration of the goods.

If your purchase is made by an individual as a 'consumer' and your order is made over the telephone or through a website, or by mail order, please refer to the document **Terms & Conditions of Sale – Consumer Sales**, which clarifies your rights under the Consumer Protection (Distance Selling) Regulations 2000.

Copies of all Terms & Conditions documents can be found on our website at www.sseaudiogroup.com/terms.

Definition of expressions used:

"Goods" shall mean all goods and services which the Customer agrees to buy from SSE Audio Group including replacements for defective Goods, hardware, documentation and software products licensed for use by the Customer.

"SSE Audio Group" shall mean SSE Audio Group Ltd. whose principal place of business and registered office is at SSE Audio Group, Burnt Meadow House, North Moons Moat, Redditch, B98 9PA, UK.

"Contract" shall mean the Contract between SSE Audio Group and the Customer for the sale of Goods by SSE to the Customer.

"Customer" shall mean the person, company or any other body that purchases or agrees to purchase Goods whether a Consumer, Business Customer or Credit Customer.

"Business Customers" shall mean Customers who purchase goods in the pursuit of a business.

"Consumer" shall have the same meaning as attributed by The Consumer Protection (Distance Selling) Regulations 2000 or any statutory modification thereof.

"Working Days" shall mean Monday to Friday inclusive but exclusive of Bank Holidays.

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1. Orders

- 1.1. All contracts of sale made by SSE Audio Group shall be deemed to incorporate these terms and conditions, which shall prevail over any other terms from the customer.
- 1.2. Cancellation of orders by business customers is not accepted.
- 1.3. All orders are subject to acceptance and to availability of the goods ordered. SSE Audio Group is entitled to refuse any order placed by you.
- 1.4. Written confirmation is not required for a telephone order, but if the Customer sends written confirmation such confirmation must be marked 'Confirmation Only' so as to avoid liability for a duplicated delivery. Any resulting duplication of delivery shall be the responsibility of the Customer.

2. Prices

- 2.1. Goods and services, together with VAT, are invoiced at the price prevailing at the time of order.
- 2.2. All prices for Goods, unless explicitly shown otherwise, are in Pounds Sterling and subject to Value Added Tax (VAT) at the relevant rate ruling on the date of despatch and do not include the cost of carriage, packaging or other charges which becomes payable under any contract with SSE Audio Group.
- 2.3. SSE Audio Group reserves the right to modify prices from time to time.

3. Delivery, Title and Risk

- 3.1. SSE Audio Group shall use reasonable endeavours to despatch goods by the date agreed with the customer, but does not accept liability for failure to deliver within the stated time where this is caused by circumstances beyond our reasonable control, such as delays caused by delivery companies or manufacturer lead times. If a delay is likely, we shall contact the customer and advise of the delay.
- 3.2. If SSE Audio Group is unable to deliver the goods within 30 days of the agreed delivery date, the Customer will, as its sole remedy, be entitled to cancel the order and require any monies paid to SSE Audio Group in respect of that order to be refunded. In order to cancel, the Customer must send written notice of cancellation to SSE after 30 days but before delivery of the goods or notification from SSE that the goods are ready for delivery.
- 3.3. SSE Audio Group does not accept liability for shortages or damage to deliveries unless the Customer notifies SSE of the shortage or damage within one working day of the delivery. Delivery is deemed to take place when the goods are collected or delivered to the Customer's nominated address, whereupon the risks of loss, breakage and all damage and all other risks shall pass to the Customer.
- 3.4. Title in the goods does not pass to the Customer until payment is received in full by SSE Audio Group.
- 3.5. If the Customer cannot accept delivery, SSE may at its option:
 - a) store and insure the goods at the Customer's expense and risk or

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- b) sell the goods at the best price reasonably obtainable and (after deducting reasonable storage insurance and selling costs) pay to the Customer any excess over the sale price or charge the Customer for any shortfall or
- c) re-arrange delivery provided that SSE may charge the Customer for the additional delivery costs incurred.

3.6.The Customer may request a Proof of Delivery, provided that this request is made in writing within 30 days of the date of delivery and SSE shall use reasonable endeavours to provide such proof. Thereafter, delivery shall be deemed to have been successfully completed.

3.7.Upon delivery of the goods, the Customer will be asked to sign a Proof of Delivery to acknowledge safe receipt. It is the responsibility of the Customer to ensure that the number of packages delivered corresponds with the number stated on the delivery note. Where a discrepancy occurs or where there is evident damage to the packaging, this should be noted on the Proof of Delivery. SSE shall not be liable for discrepancies or damage evident on delivery where the Customer accepts delivery and signs the Proof of Delivery without amendment.

4. Export

4.1.Carriage will be charged on orders involving Export at the appropriate rate prevailing at the date of despatch.

4.2.The Customer is responsible at their own expense to obtain any import or export license or any other documentation deemed necessary by any compliant authority.

5. Payment

5.1.Payment is due prior to shipment unless a Customer has been approved for credit. SSE's standard credit terms require payment within 30 days from the date of the invoice, except in the case of transactions where different terms are agreed in writing.

5.2.Payment can be made by cash, cheque, bankers draft or credit card (subject to any agreed surcharges).

6. Product Specifications

6.1.SSE Audio Group makes every effort to supply the goods as advertised but reserves the right to supply the goods subject to minor variations in actual dimensions and specifications where these are changed by the manufacturer.

6.2.If SSE cannot supply the goods ordered by the customer, SSE reserves the right to offer goods of equal or superior quality at no extra cost. In such a case, if the Customer does not wish to accept the alternative goods offered, he or she may cancel the order and require the refund of any money paid to SSE in respect of that order, including carriage charges. This shall be the sole remedy of the Customer in these circumstances.

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- 6.3.** SSE has to adhere to the manufacturer's guidelines stipulating that a given defect(s) that are deemed acceptable before an item is accepted for replacement on grounds of fault.

7. Trade names & Trade Marks

- 7.1.** Trade names and marks (other than SSE's) are not always indications of the actual manufacturer of a particular product and may rather be indicative of general use systems and machines associated with such products.
- 7.2.** In the case of the purchase of components and 'consumables' Customers requiring a particular brand of product should, before placing an order, check with SSE the identity of the manufacturer of component it is proposed to purchase.
- 7.3.** SSE and the Customer acknowledge the intellectual property rights of suppliers and manufacturers of the products appearing in SSE's sales literature and on SSE's website.

8. Warranties & Returns

- 8.1.** SSE Audio Group is committed to providing our customers with the highest quality products and service. However, on rare occasions, products may be found to be faulty or defective. In such cases we offer the returns facilities described below.
- 8.2.** Unless otherwise stated in the manufacturer's documentation, all goods delivered to a UK mainland address carry a specified manufacturer's warranty.
- 8.3.** Other than the express provisions set out in these terms and conditions, all other terms and the implied terms or warranties relating to the supply of goods are excluded to the fullest extent permitted by law. Goods are not tested or sold as being fit for any particular application or for use under specific conditions, unless expressly agreed in writing.
- 8.4.** SSE Audio Group shall use its skill and expertise to carry out any contracted works (the "Service(s)") to a standard equivalent to that of a competent audio or electrical engineer, and shall warrant our work as free from defects, for a period of 90 days after completion. In particular, we cannot be held responsible for any fault or damage not caused by SSE Audio Group personnel or its contracted agents. In the event of a claim arising relating to the level of skill and judgement applied in the course of providing Services, SSE Audio Group reserves at its sole discretion the right to appoint an independent expert in the field to appraise the work carried out in the execution of the Service(s). Additionally, SSE Audio Group cannot be held responsible for equipment installed or configured when the equipment has subsequently been altered or configured by persons other than SSE Audio Group. Except as set out here, all other express or implied terms or warranties relating to the Services are excluded to the fullest extent permitted by law.

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- 8.5.** SSE Audio Group does not sell products on a trial basis. Customers are strongly advised to check suitability and specifications of products before ordering. In some instances, Customers may benefit from special price discounts issued by a manufacturer specifically for their benefit. Such goods are not returnable to the manufacturer and may not be sold to other customers. Accordingly, orders for such goods can not be cancelled and SSE Audio Group can only return or repair Goods where they prove to be defective and the Goods are returned for repair or replacement.
- 8.6.** In the event that SSE Audio Group, at its discretion agrees to accept the return for credit of unwanted products, the goods must be returned with SSE Audio Group's prior written agreement within 14 days of delivery. The goods must be unopened, with the manufacturers' seals intact and in perfect re-saleable condition. All goods returned in these circumstances will be subject to a re-stocking fee levied at the following rates. 25% of the sales price for items where the sales price was under £100 (excluding VAT); 15% of the sales price for items where the sales price was over £100 (excluding VAT). Please ensure that the product(s) you have purchased are to your specification prior to breaking the manufacturers' seals. This will avoid disappointment and the product(s) being rejected, should you wish to return them.
- 8.7.** No contract shall be cancelled once accepted by SSE Audio Group nor shall any Goods which are delivered in accordance with the contract be returned without prior written approval of SSE Audio Group and on terms to be determined at the absolute discretion of SSE Audio Group.
- a) SSE Audio Group's staff will advise you of which method of delivery to use to return the products. Depending on the nature of the product purchased, we will either arrange a courier collection, or request that you return the product directly to us. If the goods are found on inspection to be defective, the cost of returning the item will be refunded to you. Authorised product returns must be sent to: SSE Sales Returns, SSE Audio Group, Burnt Meadow House, North Moons Moat, Redditch, B98 9PA
- b) If we have arranged for a courier collection of your product, we are unable to specify the collection time, and it is your responsibility to ensure that someone will be present at the collection address when the courier arrives.
- c) A Goods Returns Authorisation Number (RAN) must be obtained from SSE Audio Group for each and every return so that we are able to administer your return, otherwise we have no means of identifying the Goods being returned. This may result in difficulties in returning monies. The RAN must be clearly shown on each parcel returned, and must be in the original manufacturer's packaging (which shall not be defaced) complete with accessories, manuals and documentation. Software packages must be returned unopened with the software seals in tact. Except in the case of faulty Goods, returned items not complying with these requirements will be rejected.
- d) SSE Audio Group cannot accept liability for returned packages damaged during transit. It is the Customer's responsibility to wrap the product adequately to prevent damage.

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- e) Proof of postage is not proof of delivery and you are therefore strongly advised to send your package by recorded delivery, registered post or courier, and to insure the goods for their full value.
- f) On receipt of the returned product, if following the testing process, the product is found to be in good working order without defect, we will return the product to you, and the carriage costs of this return will be your responsibility. Please note that if you have, in the meantime, required us to provide you with a replacement product before completion of the testing process, you will have to pay for this product also.
- g) Unless otherwise stated in the manufacturer's documentation, all goods delivered to a UK mainland address carry a specified manufacturer's warranty. Customers who wish to make a warranty claim must comply with the manufacturer's instructions and warranty procedure. In order to resolve your problem as quickly as possible, we will refer you to the product manufacturer who will deal directly with the return. In these instances, we will provide you with the contact information for the relevant manufacturer.
- h) This warranty shall not apply if the goods have been worked upon, altered or damaged in any way by the Customer or its employees or agents, or to goods not used in accordance with the manufacturer's instructions.
- i) No software on which seals have been broken can be returned for credit. If any software discs are faulty, the manufacturer will replace them. Please note Software Licences are non returnable unless the software is materially non-compliant with its specification or the physical media on which it is supplied is defective.

9. SSE Audio Group's liability

9.1. In its dealings with Business Customers, SSE Audio Group shall under no circumstances be liable for any consequential or indirect damage or loss, however caused, including (but not restricted to) loss of business or profits, loss of goodwill, damage to trading relationships loss of data and other financial loss. ("Financial loss" in this sense does not refer to the price you have paid for the goods, which we may be liable to refund to you, in whole or in part, if the goods are faulty or do not comply with their description). SSE Audio Group's liability in respect of all other losses shall be limited to the invoiced amount of the relevant order.

9.2. Nothing in this agreement shall limit SSE Audio Group's liability for death or personal injury caused by its negligence.

10. Health & Safety

10.1. SSE Audio Group confirms that the goods it supplies as a distributor do not present a hazard to health and safety

- a) when properly used for the purpose for which they are designed; and
- b) if the Customer takes reasonable and normal precautions in their use.

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11. Force Majeure

11.1. SSE Audio Group shall not be liable to the Business Customer or be deemed to be in breach of the contract by reason of any delay in performing or any failure to perform any of SSE Audio Group's obligations in respect of the Goods, if the delay or failure was due to any cause beyond SSE Audio Group's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond SSE Audio Group's reasonable control:

- a) act of God, explosion, flood, tempest, fire or accident;
- b) war, threat of war, sabotage, insurrection, civil disturbance or requisition;
- c) acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- d) import or export regulations or embargoes;
- e) strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of SSE Audio Group or of a third party);
- f) difficulty in obtaining materials, labour or machinery; and
- g) power failure or breakdown in machinery.

11.2. If we are unable to provide you with your Goods within a reasonable time due to circumstances outside our control, we shall either agree a new timescale with you for the delivery of the Goods or either of us may decide to terminate the contract in which case we will return any prepayments that you have made in full.

12. Ex-hire and Used Stock

12.1. Goods sold as "Ex-hire" or "Used" or "demonstration" stock are goods that SSE Sales sells subject to special rules. These special rules apply in addition to, and in the event of any conflict, override all of SSE Sales' other terms and conditions.

12.2. These products, by their very nature, have limited availability. Upon receipt of an order, SSE Sales will check stock availability. Until stock availability is confirmed to the customer, a contract for sale will not be created and no payment will be debited from the customer.

12.3. Products are non-returnable unless we have made an error or the goods are faulty.

12.4. Unless stated otherwise on the Purchase Invoice/Receipt, a standard Used Equipment Warranty of 90 days will apply to ex-hire, used and demonstration stock, following a standard check by our Service Department prior to despatch.

12.5. Where Ex-hire and used stock is sold "as seen or for parts", no warranty will apply and the goods are non-returnable.

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13.Errors & Omissions

13.1. SSE Audio Group makes every effort to ensure that all prices and descriptions quoted in its sales literature and on its website are correct and accurate. However, the nature of e-commerce makes it inevitable that mistakes will occasionally occur. In the case of a manifest error or omission, SSE Audio Group will be entitled to rescind the contract, notwithstanding that it has already accepted the Customer's order and/or received payment from the Customer. SSE Audio Group's liability in that event will be limited to the return of any money the Customer has paid in respect of the order. In the case of a manifest error in relation to price, the Customer will be entitled to purchase the goods by paying the difference between the quoted price and the correct price, as confirmed in writing by SSE Audio Group after the manifest error has been discovered.

13.2. A 'manifest error', as the term is used in sub-paragraph (1) above, means, in relation to an incorrect price, a price quoted in error by SSE Audio Group which is more than 10% less than the price that would have been quoted had the mistake not been made.

14.Data Protection

14.1. Please note: SSE Audio Group has a full and detailed privacy statement available at its website (www.sseaudiogroup.com/terms).

14.2.Data Protection & Data Security

Data is maintained under the provisions of the Data Protection Act (1998). SSE Audio Group may contact the Customer from time to time to verify and update the data SSE Audio Group holds on the records of the Customer.

15.4 Registration and data sharing

SSE Audio Group's site registration and order form requires users to give SSE Audio Group contact information (such as name, email, and postal address), unique identifiers (such as username and password), demographic information (such as postcode), and financial information (such as account or credit card numbers). This data is stored for use in all SSE Audio Group's marketing communications and analysis.

14.3. SSE Audio Group Ltd may share the Customer's information with selected 3rd parties outside the SSE Audio Group, in order that they may contact the Customer to inform them about goods or services which may be of interest to them. To let SSE Audio Group know if the Customer wishes to opt-out of receiving such information please contact SSE Audio Group. However, irrespective of this, SSE Audio Group will not share the Customer's email address or personal telephone number with these 3rd parties.

14.4. SSE Audio Group may share a Customer's information with other companies in the group and other third parties. The Customer may be contacted or sent information in respect of further goods and services available and should inform SSE Audio Group in writing in the event that the Business Customer/Consumer does not wish to receive this.

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15. General terms of business

15.1. Nothing in these terms and conditions affects your statutory rights as a Consumer.

15.2. If any provision in this Agreement is held to be invalid or unenforceable, it shall be deemed severed from the Agreement and this shall not affect the validity or enforceability of the remaining provisions.

15.3. Any waiver of a breach of this Agreement must be in writing.

15.4. Any variation of this Agreement must be in writing and signed by a duly authorised SSE Audio Group official.

15.5. The headings are for convenience only and shall not affect the interpretation of this Agreement.

15.6. Assignment. You must not transfer any contract made with us under these Conditions, as it is personal to you, without written authority from us. This authority will not be refused without good reason.

15.7. Insolvency

This clause applies if:

a) the Customer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction);

b) An encumbrance takes possession, or a receiver is appointed of any of the property or assets of the Customer; or

c) SSE Audio Group reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

If this clause applies then without prejudice to any other right or remedy available to SSE Audio Group, SSE Audio Group shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the Customer and if the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

15.8. Third Party (Rights) Act 1999

No third party shall be allowed to enforce any rights under this contract.

The parties hereby exclude the application of the Contracts (rights of Third Parties) Act 1999 to each and every contract made under these Conditions.

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15.9.No Waiver

SSE Audio Group's failure to insist upon strict performance of any provision of these Conditions shall not be deemed a waiver of its rights or remedies in respect of any present or future default of the Customer in performance or compliance with any of these Conditions.

15.10.Notice

Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.

Notice shall be delivered personally or sent by first class prepaid recorded delivery or by registered post (airmail if overseas) or by facsimile transmission and shall be deemed to be given in the case of delivery personally on delivery and in the case of posting (in the absence of evidence of earlier receipt) 48 hours after posting (six days if sent by airmail) and in the case of facsimile transmission on completion of the transmission provided that the sender shall have received printed confirmation of transmission.

15.11.Enforceability

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provision of these Conditions and the remainder of the provision in question shall not be affected.

15.12.Dispute

In the event of a dispute between the Customer and SSE Audio Group, the Customer agrees to submit to the jurisdiction in accordance with the Arbitration Act 1996 for the time being in force as a legally binding alternative to court action, should SSE Audio Group require.

15.13.Jurisdiction

The contract shall be governed by the laws of England & Wales and the Business Customer agrees to submit to the non-exclusive jurisdiction of the English courts.

15.14.Images

Product images are provided for illustrative purposes only and the actual product you receive may differ from the image displayed in sales literature or on our website, especially with generic products.