



C-Thru Music Limited
Acre House, 11-15 William Road
London, NW1 3ER

Terms of Sale

1. Definitions and interpretation

1.1 Definitions

In these terms:

"**Contract**" means an agreement for the sale or supply of goods, information or services by us to you;

"**you**" means a person to whom our quotation or acknowledgement of order for the supply of Goods is addressed;

"**Goods**" means any goods agreed to be supplied by us to you under a Contract including any Software forming part of the goods;

"**Loss**" means any loss, damage, liability, cost, charge or expense (including any costs of recovery);

"**Manual**" means the manual that can be printed off the Website;

"**Quotation**" means a written quotation (which may include an invoice) sent by us to you;

"**Software**" means all software or firmware elements contained in any of the Goods;

"**us**" or "**we**" means C-Thru Music Limited.

"**Website**" means the url www.c-thru-music.com



1.2 *Interpretation*

In these terms, reference to any statute or statutory provision includes a reference to it as from time to time consolidated, modified, re-enacted (with or without modification) or replaced, and reference to a person includes all forms of legal entity including an individual, company, unincorporated association, governmental entity and a partnership. The words "**other**", "**otherwise**", "**include**", "**including**" and "**in particular**" are not to be construed so as to limit the generality of any words preceding them and paragraph headings are to be ignored in construing these terms.

2. **General**

- 2.1 Every Contract shall, unless otherwise expressly agreed in writing between you and us incorporate these terms. A Contract is made when you accept our Quotation in writing without varying its terms. No variation to or qualification of these terms shall be valid unless expressly agreed in writing by us. No terms endorsed upon, delivered with or contained in your purchase order, confirmation of order or other document shall form part of a Contract unless expressly agreed in writing by us.
- 2.4 All quotations and tenders by us (which shall be valid only for the period stated or, if no period is stated, for 30 days after their date of issue) are given without commitment. The specifications and details of the Goods in our catalogues, web sites and brochures may be varied by us from time to time.

3. **Price**

- 3.1 The price for the Goods shall, unless otherwise agreed by us in writing, be the price stated in our Quotation. Prices quoted by us may include value added tax or any other tax or duty and delivery charges to the delivery address all of which shall be paid by you at the time when payment of the price for the Goods is due.

4. **Payment**

- 4.1 You must make payment for Goods in uk pounds sterling or US dollars at the time you accept our Quotation.
- 4.2 Time for payment is of the essence. A failure by you to make due payment to us will entitle us to treat the Contract as repudiated, to suspend all deliveries to you pending payment in full of all sums outstanding under the Contract including any amounts not then due, to re-sell any of the Goods in our possession and to be indemnified by you for any resulting Loss.



5. Delivery

- 5.1 Any date specified or agreed for the delivery or supply of the Goods is an estimate only and such time shall not be of the essence. If no date is specified or agreed, we shall deliver or supply the Goods within a reasonable time but shall not be liable for any Loss caused by any delay in delivery or supply.

6. Ownership and risk

- 6.1 Title to Goods will not pass to you until you have paid all monies owed to us (whether or not then due and whether or not owing in respect of the Goods supplied). Until title passes you shall hold the Goods as bailee for us. We shall be entitled to payment for the Goods notwithstanding that we retain title to the Goods.
- 6.2 Risk of loss of or damage to Goods shall pass to you when they are delivered to you or, if you have agreed to collect the Goods, at the time when you are notified by us that they are ready for collection.

7. Intellectual property and use of software

- 7.1 All intellectual property rights in the Goods and in any Software shall remain owned by us and our licensors. Provided you comply with all your obligations under the Contract, you shall have a perpetual non-exclusive licence to use such intellectual property rights providing that You may not copy the Software and may not reverse-engineer or decompile the software, except to the extent that you are allowed to do so under applicable law.



8. Faults

8.1 We agree that the Goods (including any replacement or repaired Goods) will materially comply with the description set out in the Quotation.

8.2 We agree that the Goods (including any replacement or repaired Goods) will materially comply with the Manual (but the Quotation will prevail where inconsistent).

8.3 If any Goods do not comply with clauses 8.1 or 8.2 and:

- (a) you give written notice to us with full details of the non-compliance either
 - (i) within 7 days, in the case of any exterior flaw, defect, or damage to the Goods which is reasonably apparent upon inspection; or
 - (ii) within 30 days, in any other case;after the delivery of the Goods; and
- (b) you have not altered, repaired, interfered with or damaged the Goods or used them in any way not permitted by these terms or in an inappropriate manner or allowed anyone else to do so; and
- (c) you have followed our delivery, storage, installation, commissioning, use or maintenance instructions relating to the Goods;

then we will, at our option, either repair, remedy or replace the relevant Goods or refund the relevant price paid under the Contract. Any Goods which are returned to us will remain at your risk until we have agreed that they are defective.

8.4 Where you are purchasing the Goods as a consumer we agree that they will be of satisfactory quality and fit for their purpose. Neither clause 8.3 nor any other term or condition set out in these terms and conditions will affect your rights as a consumer (including those set out under clause 9 below), which shall prevail at all times.

9. Cooling off right

9.1 In addition to any other rights you may have, where you are purchasing the Goods as a consumer you are entitled to cancel the Contract by giving us written notice of cancellation within seven working days of you receiving the goods (or within seven days of a third party nominated by you to receive the goods receiving them) (such seven working day period begins on the day after the day on which you receive the goods).



9.2 If you cancel the contract in accordance with clause 9.1, you must return the Goods to us safely. Where you do not we reserve the right to collect them from you and charge you for the reasonable cost of doing so.

10. Limitation of liability

10.1 Subject to clause 9.2, this clause 10 sets out the full extent of our liability (and that of our employees, agents and sub-contractors) to you under or in connection with the Contract. We will not be liable, whether in contract or tort, for loss or damage suffered or incurred by you or by any third party in excess of the Contract price unless the liability results from personal injury or death, fraudulent misrepresentation or the liability cannot be excluded by law.

10.2 Subject to clause 9.2, all warranties and other terms and conditions implied by statute or law (except for the terms implied by section 12 of the Sale of Goods Act 1979) are excluded from the Contract.

11. Miscellaneous

11.1 The governing law of any Contract shall be that of England and Wales.

11.2 The courts of England and Wales shall have exclusive jurisdiction to settle any claim, dispute or issue which may arise out of or in connection with any Contract. You irrevocably submit to that jurisdiction and waive any objection to it, on the ground of inconvenient forum or otherwise.

11.3 You accept that you assume responsibility for the Goods being suitable for its purposes and acknowledge that you are not relying on any skill or judgment of us in that respect.

11.4 No delay, neglect or forbearance on the part of us in enforcing any term or condition of the Contract shall constitute a waiver of or otherwise affect any right of us under the Contract.

11.5 You shall not be entitled to assign any of your rights under the Contract. We shall be entitled to sub-contract any of our obligations and to assign any of our rights under the Contract but shall remain liable for performance of the Contract.

11.6 No term of the Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party.