

Musicom Systems Ltd Trading Terms and Conditions

At Musicom Systems our intention is to underpin our products with a level of service set out in these trading terms and conditions which are intended to give clear and simple reference to what you can expect from us.

We are absolutely confident in providing you with a superior product combined with exemplary service and support for your organ building. The following is therefore our straightforward means of doing this on one side of paper! Making a deposit payment against an order, or opening a credit account indicates your acceptance and overrides all other conditions. If you have any specific questions or concerns that are not covered, please talk to us so that we can help to clarify.

You can be assured of our complete and utter commitment to a common-sense approach in ensuring a successful project for you. We do reserve the right to modify product specifications and these terms, which come under the jurisdiction of English courts, at any time.

- **Prices:**

Where possible, we are committed to price stability for our customers. Quoted prices are valid for at least three months from the date of the quotation, after which we do reserve the right to revise them. An annual price review is carried out and is effective from 1st April each year although we will naturally honour quotations from within the preceding three months should there have been a change. All prices exclude delivery, import duties and VAT, TVA or local taxes and any items not specified in our quotation.

- **Delivery:**

Quoted delivery times will always be dependent upon receipt of order, including finalised specification and receipt of deposit. To facilitate the fastest possible delivery times, payment by credit card may be made using our PayPal account. Credit account holding customers will receive small parts and service items by invoice. An order is accepted by us only when acknowledged in writing on a *Detail of Work (DoW)* and, once accepted, cannot be cancelled without our written agreement. We reserve the right to vary prices in line with subsequent amendments to the *Detail of Work*. All shortages or items that arrive in a damaged or defective condition must be notified in writing to us not more than five days from day of delivery. Musicom Systems Ltd is not liable for any consequential losses arising from late delivery.

- **Warranty:**

Unless stated otherwise, our standard warranty period is five years. Special warranty requirements in support of your contractual requirements can be discussed and will be confirmed in writing when agreed. The warranty period begins from the date we despatch the goods to you and remains valid only if you have paid any relevant invoices for them on time. Unless by prior written arrangement, our warranty obligation is limited only to the repair or replacement of parts at our discretion, plus the cost of sending them to you. Removal, reinstallation and return costs are excluded and Musicom Systems Ltd is not liable for any claim of consequential losses.

Please note, if you have not paid your bill, then our warranty obligation ceases, without extension of the original period, until full payment is received. It is a condition of warranty that installation is carried out in full accordance with our installation instructions and that any specification files actively in use within a system for more than fourteen days, be lodged with Musicom Systems Ltd or all warranty obligations will be deemed null and void. It should be noted that all software and resulting operational programming remains the property of Musicom Systems Ltd and is licensed for use in each installation without any title passing to any other party.

Where items purchased have not been manufactured by us, we will endeavour to ensure that the benefits of third-party warranty are passed to you, however we shall in no way inherit liability.

- **Installation:**

Should you encounter a problem during your installation, we will offer you unlimited and free telephone or written support. Should on-site assistance be necessary, this must be by prior agreement and may result in charges if the faults found are not the direct responsibility of Musicom Systems Ltd. As the Purchaser, you are responsible for ensuring that equipment and/or the installation it is installed in, comply with any relevant governmental or other regulations. You also acknowledge that you have relied solely on your own judgement in assessing whether equipment and/or the resulting installation are fit for any particular purpose for which you require them. Where we may be involved in installation work, all building and mains electrical services work, or the associated work of other trades, are excluded.

- **Payment – we offer two types of trading account:**

Non-Credit Account – you can either pay for goods in full prior to shipping or, where agreed in advance, a 50% deposit with the balance falling due for payment when we are ready to despatch.

Credit Account – having provided one trade reference and bank details, you can pay a one-third deposit with the balance, plus shipping charges, falling due for payment 30 days from the despatch date of goods. Smaller items will be automatically despatched on a 30-day invoice.

- **Late Payment:**

If you do not pay on time, then we will charge you daily interest at 5% above our banker's base lending rate (HSBC). Also the goods remain our property and we may contact your customer directly to seek their return if ongoing timely payment is not made. It is the responsibility of the purchaser to make sure that invoices are paid on time irrespective of any third party or resale arrangements. As identified previously, it is a condition of our warranty commitment that invoices relating to a project are not overdue for payment.

- **Returned Goods:**

Items may be returned for exchange or credit if in an unused condition and within 60 days of supply. Each returned item will be subject to a 20% restocking charge and must be in its original packaging or this percentage may increase at our discretion. In the case of solid-state componentry, this must be in anti-static protection or no credit is possible and warranty will be void. Custom built items are not returnable.

- **Damaged Goods:**

Deliveries are organised by Musicom Systems Ltd acting on behalf of the purchaser by consent and without liability for consequential loss. Any defect will be repaired or replaced free of charge at our sole discretion under our warranty terms above. In the case of courier delivery damage, notifications in writing to us must be within 48 hours of receipt of goods. All goods and packaging must be retained until any claim is completed. Photographic evidence and completion of paperwork may be required.