

# TERMS & CONDITIONS

(For sale-only and basic installations)

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  - 1.1 The prices quoted in "Confirmation Order" forms are inclusive of VAT at the applicable rate unless otherwise stated.
  - 1.2 The prices quoted in "Confirmation Order" forms are subject to change in line with any change in price by Grahams Hi-Fi Limited's suppliers in respect of the equipment to be supplied.
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  - 2.1 Orders which are to be completed within seven days or "special orders" are to be paid for in full at the time the order is placed.
  - 2.2 In other cases, a 30% deposit is to be paid at the time the order is placed and the balance as follows:-
    - in respect of orders for collection by the customer, the balance is payable upon collection;
    - in respect of orders which Grahams Hi-Fi Limited is to install, payment of equipment to be made in full prior to delivery or installation.
  - 2.3 Interest on late payment will be charged at the rate of 4% above Nat West Bank base rate. Further, if a payment is not received on time, Grahams Hi-Fi Limited shall be entitled to suspend performance of its obligations under its agreement with the customer until the payment is made.
  - 2.4 Grahams Hi-Fi Limited accepts payment by MasterCard, Visa, Switch, cash or cheque.
3. Estimated completion dates stated on "Confirmation Order" forms are Grahams Hi-Fi Limited's best estimate and whilst Grahams Hi-Fi Limited will use its best endeavours to meet the completion date, if the date is not met then, provided Grahams Hi-Fi Limited has used its best endeavours, it shall not be liable for the delay.
4.
  - 4.1 Title to all equipment supplied under a "Confirmation Order" form remains with Grahams Hi-Fi Limited until the customer has made payment in full. Until title passes, Grahams Hi-Fi Limited reserves the right to require the customer to deliver up the equipment and, in default, to enter any premises where the equipment is and repossess the same.
  - 4.2 Notwithstanding condition 4.1, the equipment shall be at the customer's risk from the time the equipment is collected or delivered (as applicable). In particular, as from the time of collection or delivery (as applicable), insurance cover is the responsibility of the customer.
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  - 5.1 The customer is entitled to the benefit of any manufacturer's guarantee to the customer (subject to the terms of any such guarantee, including any requirement to complete and return a form to the manufacturer).
  - 5.2 Grahams Hi-Fi Limited warrants that all equipment will be free from defects in materials and workmanship for a period of one year from the date of collection or delivery (as applicable). Grahams Hi-Fi Limited will put right, free of charge, any such defect within that period.
  - 5.3 In addition, Grahams Hi-Fi warrants that the following equipment will be free from defects in materials and workmanship for a further 1 year (i.e. up to two years from the date of collection or delivery (as applicable)): CD Players, Amplifiers (integrated & pre/power), Loudspeakers, Cassette tape decks, Radio Tuners, AV Processors/Amplifiers and Turntables.
  - 5.4 The warranties in clauses 5.3 and 5.4 above are subject to the following conditions:-
  - 5.5
    - 5.5.1 Grahams Hi-Fi Limited will not be liable for any defect arising from fair wear and tear, damage (other than by Grahams Hi-Fi Limited or its agents), misuse or alteration or repair of the equipment without Grahams Hi-Fi Limited's approval.
    - 5.5.2 The warranties do not include transport costs, home service transport costs and all risks of transport.
- 6 This Confirmation Order may only be amended or cancelled with Grahams Hi-Fi Limited's written agreement. In particular, without limitation, should the customer fail to collect any equipment or refuse delivery (as applicable), the customer will remain liable to pay the price of the equipment set out above.
- 7 It is a term of this agreement that Grahams Hi-Fi Limited shall be entitled to rectify any error (including, without limitation, arithmetical errors), omission, mis-description or the like in the contract documents.
- 8 These conditions are without prejudice to the customer's statutory rights.

***These terms and conditions do not apply to agreements for custom installation. Our terms and conditions for custom installation are available on request.***

**19<sup>th</sup> Oct 2011**