

Voice Recorders Ltd

Unit 20, City Business Centre,
Lower Road, London. SE16 2XB

Tel: 020 7232 0253

Fax: 020 7417 7781

Email: sales@voicerecorders.co.uk

Web: www.voicerecorders.co.uk

Sale Terms and Conditions

Voice Recorders Ltd

'The Seller' refers to VOICE RECORDERS LTD. (VRL)

'The Purchaser' refers to the company firm or person to be supplied with the goods by the seller.

'Goods' refers to the contract for sale/purchase of the goods made between the seller and the purchaser to which these conditions apply.

1. Quotations

A quotation by the seller does not constitute an offer nor does it represent an obligation and the seller reserves the right to withdraw or amend any quotation prior to order acknowledgement.

Quotations remain valid for 30 days from date of issue.

2. Prices

The price payable for the goods shall be as per the quotation unless otherwise agreed in writing. All prices exclude V A T, carriage and packing charges are not included in any quotation and will be charged at the appropriate rate according to the method of despatch requested. Where no particular method is specified, the seller will select the delivery method. The seller reserves the right to increase the price in proportion of any increase in cost incurred between acceptance of order and delivery of goods through cause of exchange rates, labour, materials, transport, taxes, or for any other reason.

3. Payment

Where account facilities are not approved, payment will be by 50 % deposit with order 50% directly upon installation completion.

Overseas customers are required to pay when the goods are ready for despatch and we will notify them in good time. Where account facilities have been approved, payment will be due 30 days from invoice date, unless otherwise agreed in writing, the purchaser against the seller shall not withhold payment on account of any unrelated claim.

The seller reserves the right to suspend deliveries where payment of any invoice has not been made on the due date.

The **seller reserves the right to charge interest at 2% per month on any amounts outstanding** after the date. The seller reserves the right to cancel any contract due to late or non-payment of accounts if, in the reasonable opinion of the seller, the purchaser is unlikely to be able or willing to pay accounts as they fall due. The value of goods specifically ordered and held in stock against any contract will be claimed in the event of late or non-payment of account.

4. Delivery

Any delivery period is an estimate only and does not form part of the contract and the seller shall not be held liable for failure to deliver within any quoted period.

Claims for damages or shortages must be made within 3 working days from date of receipt of goods at the purchasers specified delivery address. Claims for non-delivery must be made in writing within 7 working days of invoice date.

5. Title

All goods remain the property of the seller until all invoices or other outstanding amounts have been paid for in full. Until such payment has been made, the purchaser shall store the goods in such a way as to enable them to be identified as the property of the seller. Notwithstanding such retention of Title the purchaser may re-sell the goods to its own customers in the ordinary course of its business. The seller may withdraw this privilege at any time at his discretion. Title of goods cannot pass to a third party until all invoices or outstanding amounts are paid in full. The purchaser shall accordingly set aside funds from any resale of the goods in whatever form to cover full payment of the seller's goods.

Upon any breach of contract, the purchaser shall return any goods as requested and allow the seller immediate access to any premises where goods are held to enable identification and repossession as required by the seller. No liability will be accepted by the seller for loss or damage howsoever incurred during the exercising of the above right of repossession. The purchaser shall insure the goods from the time of delivery and at all times while the goods remain in their possession for the full invoiced value of the goods.

6. Limitation of liability

- a) Voice Recorders Ltd accepts no responsibility and will not be held liable for any damage or consequential losses for data loss goods and services supplied howsoever caused or in a way caused by or arising out of the use or maintenance of the Equipment
- b) In any event shall not be liable whether in contract or in tort for consequential loss, injury or death or damage of any kind howsoever arising including loss of profit or revenue.

7. Specification changes

VRL shall have no obligations to make alteration in design specification or construction of Equipment to be maintained. Specification changes, alterations to attachment may require a change in the maintenance charges.

8. Employees

The customer undertakes not to employ or offer employment in relation to the Equipment to any person associated with VRL in providing service under this Agreement during the term of this Agreement or within one year of its termination.

9. Force Majeure

Without limiting the generality of the foregoing conditions VRL shall not be liable for any failure or delay due to causes beyond VRL reasonable control such as, but not limited to, acts of God, the actions of any Governments, strikes, lockouts or other industrial disputes, floods, explosions, fire.

10. Law

Shall be governed and construed and shall take effect in accordance with the Laws of England.

11. Licence Agreements.

Voice Recorders Ltd provides hardware and software which is subject to licence agreements from the original product manufacturers.

It is the customer's responsibility to ensure full compliance with all licence agreements for the products purchased.

Copies of the licence agreements can be found in the documentation supplied with the product purchased, usually can be seen in the operator manual.