

Terms and Conditions of Supply - TV-BAY LIMITED

1. ORDERS:

All orders (also termed as "supply") are accepted and goods, equipment and services are sold, repaired, hired, supplied by TV-BAY LIMITED (whether the acceptance is so expressed or not) only on the terms as expressed within these "Terms and Conditions of Business". These conditions of supply will prevail over any conditions of purchase which may be presented by the Customer. Any amendment, modification or waiver of these conditions will only be valid if agreed in writing by TV-BAY LIMITED.

2. PACKING AND TRANSPORT:

Except when so prearranged, all prices are ex-works Newbury, Berkshire, UK. It is the responsibility of the customer, their transporter, representative, or any person taking possession of the equipment on behalf of the Customer to inspect the goods prior to signing acceptance of their condition at the time of collection from the premises of TV-BAY LIMITED, or at the time of delivery by a shipper appointed by TV-BAY LIMITED. Used goods are sold off the shelf, and packaging of this equipment must be requested in writing by the Customer, an additional charge will be raised for providing this service.

3. INSURANCE:

TV-BAY LIMITED sells the equipment on an ex-works Newbury, Berkshire, UK basis. Customers are advised that the insurance of the equipment becomes their responsibility once the equipment has left (either through delivery or collection) the TV-BAY LIMITED premises at Newbury, Berkshire, UK. It is the Customer's responsibility to arrange this insurance, and Customers can request that TV-BAY LIMITED arrange the "Goods in Transit" insurance as part of any delivery arrangements that have been agreed. The costs of such arranged insurance will be charged to the Customer.

Other aspects of insurance requirements are referred to in the following sections.

4. DELIVERY DELAYS:

Any delivery date given is not intended to be binding, and under no circumstances, unless preagreed in writing by TV-BAY LIMITED, shall TV-BAY LIMITED be held responsible, financially or otherwise, for direct or indirect inconvenience or costs due to a delay in supply when that delay is beyond the control, for whatever reason of TV-BAY LIMITED, and neither shall such delay entitle the Customer to make a cancellation of their order.

5. PAYMENT TERMS:

Except when otherwise agreed by TV-BAY LIMITED, cleared funds are required prior to release of the equipment. Unless otherwise agreed, on the receipt of a purchase order TV-BAY LIMITED will request a deposit payment of 10% of the agreed sales value.

6. TRANSFER OF OWNERSHIP:

The risk in the goods shall pass from TV-BAY LIMITED to the Customer upon delivery or collection of the goods being made. However, notwithstanding delivery and the passing of the risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the Customer until TV-BAY LIMITED has received in cash or cleared funds payment in full for all goods delivered to the Customer under this and all other contracts between TV-BAY LIMITED and the Customer, for which payment of the full price of the goods thereunder has been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between TV-BAY LIMITED and the Customer, under which the goods were delivered. If the customer fails to make payment to TV-BAY LIMITED, enters into bankruptcy, liquidation, or a composition with its creditors, has a receiver, manager, administrator, administrative receiver appointed over all or part of its assets, or becomes insolvent, then TV-BAY LIMITED reserves the right without prejudice to require the Customer to deliver up the goods to TV-BAY LIMITED and if the Customer fails to do so forthwith, to enter without prior notice upon the premises of the Customer, or any third party where the goods are being stored, and to repossess those goods. The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness, any of the goods which remain the property of TV-BAY LIMITED.

7. WARRANTY ON NEW EQUIPMENT:

New goods are supplied under the terms of the manufacturer's warranty.

8. WARRANTY ON USED EQUIPMENT:

Used equipment is warranted for 3 (three) months parts and labour against manufacturer's defects, but excluding video heads, tubes, CCD blocks, consumable/service items and all fair wear and tear. The external aspect (casing) of the equipment is not covered under the terms of this warranty, and receipt of an order is an acceptance of the existing external aspect of the goods. Repairs carried out under the terms of the warranty must be carried out by a TV-BAY LIMITED approved servicing engineer for the repairs to be carried out. Any damage or fault due to mishandling, abuse or unreasonable use or installation of the equipment is not covered by the terms of this warranty.

9. TRANSFER OF WARRANTY:

Any warranty on equipment is not intended for equipment purchased with the view to be retailed, and our warranty is provided for the benefit of the initial Customer. If the goods are then sold within the period of the warranty then TV-BAY LIMITED must immediately be notified to avoid nullification of the warranty. TV-BAY LIMITED reserves the right to refuse the transfer of the warranty.

10. THIRD PARTY BENEFICIARIES

A third party who is not a party to the Contract has no right under the Contract (Rights of Third Parties) Act 1999.

11. WARRANTY LIABILITY LIMITS:

TV-BAY LIMITED is not liable for the cost of delivery and expedition of equipment repaired under the terms of the warranty. Nor will TV-BAY LIMITED be liable for any loss of income due to the occurrence of a fault, including damage to master tapes, loss of footage, or any type of damage to film, video or sound recording etc, or for the cost of replacement goods during the length of the repair. The Customer is recommended to arrange their own insurance to provide cover against any of these eventualities.

12. RENTED OR LOANED GOODS:

Normal payment terms (as defined above) will apply. The customer may also be asked to lodge a payment for the sales value (plus vat) of the equipment being rented or loaned. The Customer must insure the equipment under their own insurance policy, and provide evidence to TV-BAY LIMITED of the existence and content of the insurance policy. The Customer will be responsible for any damage whatsoever to the equipment whilst in their possession, including during transport, and will be invoiced for cost of repair. All goods returned late will be charged on a daily rental basis. Where 30 (thirty) days have expired from the date at which the goods should have been returned, then the lodged payment will be cashed, and the Customer will be invoiced, and the equipment will be considered as sold. The Customer will have no recourse to TV-BAY LIMITED, and any warranties issued by TV-BAY LIMITED will be considered to be void.

13. GOODS PROVIDED ON A "SALE OR RETURN" BASIS:

Where equipment is released under a "Sale or Return" agreement, the Customer agrees that these goods remain the property of TV-BAY LIMITED, and that the Customer will ensure that the equipment is insured for its full sales value (including VAT), and will provide certified proof of the insurance policy covering these goods. The released goods will be held at the Customer's address, and must be retained at this address at all times. The period of the "Sale or Return" will be determined by TV-BAY LIMITED and notified to the Customer. If the goods have not been returned by the end of this period then the goods will be considered as sold and TV-BAY LIMITED will issue an invoice for immediate payment.

14. SAFETY ADVICE

All used equipment is supplied to the Customer without electrical PAT (Portable Appliance Testing) and therefore the Customer should perform the required safety tests prior to operating the equipment. For your own safety we recommend that you read carefully all safety information printed either on the packaging, or in any leaflets that may be included with the product. Always check the power cable and plug for any signs of damage. Always consult a qualified electrician and never attempt to repair any product yourself.

15. FORCE MAJEURE.

If there is any partial or total failure of performance by TV-BAY LIMITED of its duties under the Contract as a consequence of Force Majeure, TV-BAY LIMITED shall not be in breach of any of the terms of the Contract and shall not be liable to the Customer for any loss of any kind, and the Contract shall be extended by the same amount of time as Force Majeure prevailed.

16. LITIGATION:

This herewith contract between TV-BAY LIMITED and the Customer shall take place under English law, and any final settlement in an arising dispute shall be determined by the English courts of law by whose jurisdiction and decision of TV-BAY LIMITED and the Customer agree to be bound.

TV-BAY LIMITED
P.O Box 6090, Newbury, Berkshire, RG14 2BB, UK