

Terms and Conditions

Our Terms and Conditions may be subject to slight revision from time to time dependant on current legislation. It is advised that customers check our terms occasionally. By entering this website it constitutes an acceptance of these terms whether or not you chose to review them. If you have any questions regarding our terms and conditions please contact us.

CONDITIONS OF SALE

In the following Conditions of Sale, Nigel Champion Mastering, will be referred to as the Company, and the person, firm or company placing an order, will be referred to as the Buyer.

Contract Formation:

Goods or services sold by the Company are subject to the Company's Condition of Sale and these Conditions of Sale shall be the sole terms and conditions of any sale by the Company to the Buyer. Any terms and conditions on the Buyer's order form or other similar document shall not be binding on the Company. Any amendment to the contract must be made and agreed in writing and signed by the Company.

Quotations:

Prices, quantities and delivery times offered in any quotation given by the Company are commercial estimates only and do not constitute an offer, nor are they binding on the Company and may be withdrawn at any time.

Specifications:

Goods will be supplied in accordance with the Company's and or Manufacturer's standard specification for the relevant type of product. The Company reserves the right to supply goods where improvements and or modifications have been made to such specifications, as it thinks desirable.

Packaging:

The Company shall pack all products in such a manner and with such materials and in such quantity as it, in it's discretion, thinks fit.

Orders and Delivery:

Unless otherwise agreed orders will be delivered to the address specified on the Buyer's order by any mode of transportation regarded as suitable by the Company. Where a call off delivery is requested by the Buyer, this should be agreed in writing with the Company prior to placing the order . The Company will make all reasonable efforts to meet delivery dates but cannot be liable to the Buyer for any indirect, direct, special or consequential loss or damage if it is prevented or delayed from delivering the goods or otherwise performing it's obligations under the contract for any reason what so ever. Upon refusal of the Buyer to take delivery of the goods on or by the delivery date, the Company shall at it's own discretion be entitled to store the goods at the Buyer's risk. The Buyer in addition to the invoice value of the goods shall be liable for additional costs and expenses of such storage and any additional carriage charges incurred, All non-deliveries, alleged shortages, discrepancies or damage must be reported to the Company verbally within three days of receipt, and confirmed in writing within seven days

of receipt. The risk of loss or damage to the goods shall pass from the Company to the Buyer, upon delivery of the goods to the Buyer's specified delivery address.

Pricing:

The price payable for the goods shall be as stated on the Company's Quotation, order Acknowledgement and or Amendment to the Acknowledgement or any other means communicated to the Buyer. Price is exclusive of the cost of delivery, C of C charges, Insurance and VAT. The Company reserves the right to increase the price or vary the terms of payment at any time without prior notice due to, but not limited too, price increases passed on from it's suppliers, fluctuations in foreign currency exchange rates and any changes in Governmental taxation. It shall notify the Buyer of any price increase or variation in terms prior to dispatch of the goods.

Payment:

Unless otherwise agreed all payment shall be made in pounds sterling, to the Company or its nominated factoring company. If payment is not made by the Buyer when due, the Company shall have the right, without prejudice to it's other rights, including the right to sue in any event immediately payment is due, to charge interest at the rate of 3% above base rate of Abbey National plc, on a daily basis until payment is made. This interest shall be added to the amount overdue for the period of delay. The withholding of payment by the Buyer in respect of any claim shall not be allowed unless expressly agreed in writing with the Company.

Property in Goods:

The Company shall retain property in the goods until such time as it has received payment in full of all sums due with respect to the contract or any other contract and or account with the Buyer. If any goods owned by the Company are attached to, mixed with or incorporated into other goods owned by the Buyer, and are not identifiable or separable from the resulting composite or mixed goods, property in the resulting composite mixed goods shall vest in the Company and shall be retained by the Company for as long and on the same terms as those on which it would have retained the property in question. The Buyer shall store the goods owned by the Company in such a way that they are clearly identifiable as the Company's property and shall maintain records of such goods identifying them as the Company's property and allow the Company or the Company's representative access to inspect the goods at any reasonable time. If the Buyer fails to make payment when due or executes an assignment for the benefit of it's creditors or commits any act of bankruptcy or being a company enters into voluntary or compulsory liquidation or has a receiver or manager appointed over all or part of it's assets or a petition for the making or an administration order in relation to it or is presented or takes or suffers any similar action in consequence of debt or becomes insolvent, or if the Company has reasonable cause to believe that any of these events are likely to occur, the Company shall have the right, without prejudice or any other remedies:- To enter without prejudice any premises where goods owned by the Company may be repossessed and dispose of any goods owned by the Buyer so as to discharge any sums owned by the Buyer to the Company. To require the Buyer not to resell or part with the possession of any goods owned by the Company until the Buyer has paid in full all sums owed by the Buyer to the Company. To withhold delivery of any undelivered goods and stop any goods in transit. The goods shall, once the risk has passed to the Buyer in accordance with Orders and Delivery paragraph above, be and remain at the Buyer's risk, when the Buyer shall insure accordingly until the Company has retaken possession of the goods.

Warranty:

All conditions and warranties as to the quality of the goods are hereby excluded except in so much as such exclusion is precluded by law, The Buyer shall have the right to return to the Company at the Company's expense goods which do not conform to specification, provided that: The Buyer makes full inspection of the goods upon receipt. The Buyer notifies the Company in writing of the non-conformity within seven days of receipt. The Company will at it's option repair or replace such goods as it's examination confirms that the goods do not comply with the specification . Under no circumstances shall the Company's liability to the Buyer for any breach of warranty, exceed the price paid for the goods to which any claim is made.

Liability:

The Company shall under no circumstances be liable to the Buyer for any indirect, special or consequential loss (including anticipated loss of profit) death or personnel injury howsoever caused arising either from a breach or non performance of any of it's obligations under the contract.

Termination:

Should the Buyer make default in any payment or otherwise be in breach of it's obligations to the Company or give cause to the Company of its liability to make payment against this or any other contract with the Company, then the Company without prejudice to any other rights may suspend or cancel any uncompleted part of this and any other contract with the buyer.

Force Majeure:

The Company shall not be liable for any loss or damage suffered by the Buyer as the direct or indirect result of the supply of goods being prevented, restricted, hindered or delayed by reason of any circumstances outside the control of the Company.

Waiver:

The failure of the Company to insist upon the strict performance of any of the terms and conditions in the contract shall not be construed as a waiver of any such term or condition and shall in no way effect the Company's rights to enforce such provision later.

Severability:

If any of the terms and conditions of the contract shall be found to be invalid, ineffective or unenforceable, then any such term shall in no way effect any other terms and conditions of the contract.

Cancellation:

Orders once accepted cannot be cancelled without mutual agreement between the Buyer and Company in which case the Buyer agrees to indemnify the Company for all losses suffered as a result of the cancellation.

Compliance With Export Control:

Where the Buyer is to supply goods outside of the United Kingdom, it is the Buyer's responsibility to ensure that any necessary Export Licensing is obtained and that Japanese and or COCOM formalities are adhered to. The Company cannot be liable for failure to notify the Buyer of it's responsibilities for goods which are destined for export in whatever form.

Compliance To Life Support Restrictions.

Our products are not authorised for use as critical components in life dependant or support devices, equipment or systems without the express written approval of The Company.

Governing Law:

Any contract entered into between the Company and the Buyer shall be covered in all respects by English Law.