

STANDARD TERMS AND CONDITIONS OF SALE

This document contains the terms and conditions which apply to the contract for the purchase of equipment from Lairds of Troon as specified on your invoice. All sales of products and services made by Lairds of Troon are subject to these terms and conditions.

1 Definitions

In this document the following words shall have the following meanings:

- 1.1 "Business Customer" means any customer who is not a consumer
- 1.2 "Consumer" means an individual contracting with us out with the course of their business, trade or profession.
- 1.3 "Customer" or "you" means the person or legal entity to whom Lairds of Troon supply's the product or services as detailed on the relevant invoice.
- 1.4 "Invoice" means the document sent to you by Lairds of Troon setting out the details of the product or services being supplied to you and the price.
- 1.5 "Lairds of Troon" or "we" or "us" means Lairds of Troon Limited, Olympic Business Park, Kilmarnock, KA2 9AE or its sub-contractors and agents as the case may be.
- 1.6 "Price" means the cost or charge for the product and/or services.
- 1.7 "Product" means the products being supplied to you, as detailed on your invoice.
- 1.8 "Services" means the service to be performed by Lairds of Troon limited pursuant to the warranty for those standard and optional service packages selected by you, all as detailed on your invoice.
- 1.9 "Warranty" means the standard product warranty provided by the manufacturer in relation to the products.

2 WARRANTY

- 2.1 Fixings and terminations actioned by Lairds of Troon are covered for a 12 month period from the date of your invoice.
- 2.2 Details of the warranty applicable to your product(s) are set out in the warranty documentation included with each product. The provisions of the warranty document are deemed to be incorporated into these terms and conditions and into any contract incorporating these terms and conditions. You are advised to read the warranty documentation carefully.
- 2.3 Third party products not supplied by Lairds of Troon are not, under any circumstances, covered by any warranty on products that we supply.
- 2.4 All other warranties, whether express, implied, statutory or otherwise (including all implied warranties of suitability, satisfactory quality and fitness for a particular purpose) are hereby excluded to the fullest extent permitted by law.

3 CONCLUSION OF THE AGREEMENT

- 3.1 You can place an order in writing, by fax or through email or by any other means from time to time provided for by Lairds of Troon limited. Confirmation of your order in writing by Lairds of Troon Limited constitutes the conclusion of the contract between you and Lairds of Troon Limited in relation to the supply of the product and/or service.
- 3.2 In relation to a Business Customer Lairds of Troon Limited will issue an order confirmation once a valid purchase order is received from you. At the sole discretion of Lairds of Troon Limited we may from time to time agree to accept a company email as a valid means to accept your order.
- 3.3 Your acceptance of a quotation or placement of an order will not conclude or constitute the conclusion of a binding contract with Lairds of Troon Limited
- 3.4 By placing an order you acknowledge that you have read and understood these terms and conditions and agree to be bound by them.
- 3.5 Lairds of Troon Limited may, in the absence of discretion decline to accept orders.

4 PRICE

- 4.1 The price of the product or service will be shown on your invoice.
- 4.2 Quotations given by Lairds of Troon Limited regarding the cost of a particular product are valid only for 30 days from the date of quotation (this excludes special offers which may have a provision for a specific deadline).
- 4.3 All prices and configurations are subject to change without notice or obligation at any point prior to Lairds of Troon Limited's acceptance of your order in writing.
- 4.4 Unless otherwise expressly stated in writing, the price does not include Value Added Tax or any other existing or future taxes, tariffs, fees, duties or levies applicable to the product itself or the sale of the product. If any such additional amounts are required to be withheld, collected or paid, Lairds of Troon Limited reserves the right, at any time, to add these to the price.
- 4.5 Unless otherwise expressly stated in writing, the price does not include delivery costs, insurance or any other expenses that are your sole responsibility.

5 PAYMENT

- 5.1 Payment of the price is required prior to the delivery of the product or the performance of the service. If the payment of the price is not made your order will not be scheduled for delivery/ installation by Lairds of Troon Limited. Any delay in making payment for the price will affect the estimated delivery date of your product. Lairds of Troon Limited shall not be liable for any loss which you may suffer as a result of a delay caused by your non-payment of the price.
- 5.2 Lairds of Troon Limited may, at their sole discretion, at the time of placement of the order allow payment to be made within 30 days of the date of the invoice. Lairds of Troon Limited may in its absolute discretion decline to offer credit terms.
- 5.3 Lairds of Troon Limited may charge interest at 8% per annum on any payment not received by the due date shown on your invoice.

6 DELIVERY

- 6.1 All delivery dates specified by Lairds of Troon Limited are estimated only and are not binding on us. Time of delivery shall not be the essence of the contract and Lairds of Troon Limited shall not be liable for any loss, costs, damages, charges or expenses caused, directly or indirectly, by any delay in the delivery of the product or service.
- 6.2 Lairds of Troon Limited reserves the right to change delivery dates when necessitated by supplier requirements.
- 6.3 Unless expressly agreed otherwise, Lairds of Troon Limited will use their preferred carrier who will deliver the product to the address in the British Isles as specified by you. Delivery charges will be specified on the Quotation or Invoice as appropriate.
- 6.4 Delivery times cannot be guaranteed
- 6.5 When taking delivery of the product, you must not sign in acceptance of goods which are clearly damaged or, if you do sign, you must make it clear on the document that the goods were clearly damaged at the point of delivery. Failure to do so will prejudice Lairds of Troon Limited's rights against the courier.

7 ACCEPTANCE OF THE PRODUCT

- 7.1 You are obliged to inspect the product on delivery. Any damage to the product must be reported in writing to Lairds of Troon Limited within seven days of delivery. If no intimation is made within this period you will be deemed to have accepted the product in a satisfactory condition. This does not affect your statutory rights or your rights under the relevant product warranty.

8 CANCELLATION OF THE CONTRACT

This clause applies only in relation to a contract with a consumer

- 8.1 You have the right to cancel the contract within seven days of the date of the order confirmation issued by Lairds of Troon Limited. If you wish to exercise your right to terminate the contract you must do so by intimating this in writing to Lairds of Troon Limited within the said seven day period.

9 ALTERATION OF THE PRODUCT/SERVICE

- 9.1 Prior to our instigation of delivery you have the right to alter your order. Any changes to the order will be deemed a cancellation of the original order. A revised order confirmation and revised delivery estimate will be issued to you. Lairds of Troon Limited reserves the right to alter the price as a result of any changes to an order requested by you. All alterations to orders will attract an administration fee of £35 inclusive of VAT.
- 9.2 Any changes made to the existing contract for services including the following items will be invoiced for and payment to be made prior to the changes taking place:-
 - Repositioning of speakers, sockets, TVs and any other fixtures that have been installed by Lairds of Troon
 - Additional items that are purchased by you that require to be integrated to the home network will be subject to an installation and or programming fee.
 - Any changes to the design of your home network.

10 TITLE AND RISK

- 10.1 Title of the product will not pass to you until all sums payable to Lairds of Troon Limited specified on your invoice has been paid.
- 10.2 You will not resell the product or permit any third party's to take possession of or security in the product until all sums specified on your invoice have been paid to us.
- 10.3 If the product is attached by a third party or if any other enforcement measures are taken which affect the product, you will inform such third parties of our retention of title and will immediately inform us of any such enforcement measures.
- 10.4 All Liability and responsibility for the risk of damage to the product shall pass to you on delivery. You will take reasonable care of the product and retain possession of the product until such time as title in the product passes to you or the product is returned to us.

11 LIABILITY

- 11.1 Except in respect for liability for death or personal injury due to negligence, for which no limit applies, the entire liability of Lairds of Troon Limited to you in respect of any claim whatsoever, arising out of this contract shall be limited to the price
- 11.2 Lairds of Troon Limited shall not be liable to you for losses suffered as a result of any representations, breach of contract, negligence or otherwise including but not limited to, any liability for direct, indirect or consequential loss, loss or corruption of data, loss of profits, revenue, business or goodwill or loss of opportunity, This shall apply even where such loss were reasonably foreseeable or we had been made of the possibility of you suffering such a loss.
- 11.3 Lairds of Troon Limited shall not be liable for any loss, costs, damages, charges or expenses caused, directly or indirectly, by any delay in the delivery of the product.
- 11.4 Lairds of Troon Limited shall not be liable for any losses, whether direct or indirect and howsoever arising, occurring as a result of Lairds of Troon Limited's failure to meet quoted or estimated response times for services.
- 11.5 Nothing in these terms and conditions shall exclude or limit Lairds of Troon Limited liability for death or personal injury resulting from our negligence, our employees, agents or subcontractors.
- 11.6 The statutory rights of a Consumer in terms of the Unfair Contract Terms Act 1977 remain unaffected.

12 SERVICES

- 12.1 Services will be provided by Lairds of Troon Limited in accordance with the relevant provisions of the product warranty.
- 12.2 All services are provided expressly subject to availability of materials and labour resources. Lairds of Troon Limited will use its reasonable endeavors to meet quoted response times but these are estimates only and not guaranteed.
- 12.3 Lairds of Troon Limited shall not be liable for any losses, whether direct or indirect and howsoever arising, occurring as a result of Lairds of Troon Limited's failure to meet quoted or estimated response times.

13 SOFTWARE AND HARDWARE

- 13.1 You acknowledge that the product may include or incorporate software programmers. You agree and acknowledge by turning on the product you have accepted the terms and conditions applicable to the use and operation of the programs.
- 13.2 Lairds of Troon Limited have no liability for any incompatibility between the product and any additional software or hardware acquired by you for use with the product.

14 Severability

- 14.1 If any provision of these terms and conditions is held to be invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if these terms and conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

15 WAIVER

- 15.1 The failure or delay by either party to enforce, at any time or for any period, any of its rights under these terms and conditions, shall not be deemed to be a waiver of such a right or of the right to subsequently enforce any and all provisions of these terms and conditions.
- 15.2 Indulgence or forbearance by either party shall not be deemed a waiver of any of the party's rights under these terms and conditions.

16 NOTICES

16.1 All notices which require to be served on or to be sent to Lairds of Troon Limited under this agreement, shall only be deemed valid, served if sent by post to our main trading address. Lairds of Troon Limited Marathon House, Olympic Business Park, Dundonald, Kilmarnock, KA2 9AE.

17 Entire Agreement

17.1 These terms and conditions and the accompanying quotation/invoice contain the entire terms of the agreement between the parties and supersede any previous agreements, arrangements, undertakings or proposals, whether oral or written. These terms and conditions may only be varied by the express written agreement signed by a director of Lairds of Troon Limited.

18 Governing Law and Jurisdiction

18.1 These terms and conditions shall be governed by and construed in accordance with the laws of Scotland.

18.2 The parties hereto submit to the exclusive jurisdiction of the Scottish Courts.