

Amina Technologies Terms & Conditions 2012

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INTERPRETATION:

In these Conditions the following expressions shall have the following meaning:-

"Amina"	means Amina Technologies Limited.
"The Customer"	means the person, firm, company and or any other organisation who accepts a quotation of Amina for the sale of Goods or Whose order for the Goods is accepted by Amina.
"The Goods"	means the goods (including any instalment of the goods or any parts of them) which Amina is to supply in accordance with these conditions.
"The Contract"	means the contract for the purchase and sale of the Goods.

ACCEPTANCE:

These Terms and Conditions supersede any Terms and Conditions proposed by the Customer and these Conditions shall govern the Contract to the exclusion of any other Terms and Conditions. These Conditions may not be varied except with the written consent of Amina.

All and any business undertaken by Amina is transacted subject to the Conditions hereinafter set out. Should the Customer wish to contract with Amina otherwise than subject to these Conditions special express arrangements should be made and such arrangements shall only apply and be binding on Amina if made in writing and signed by a Director or Secretary of Amina. Should any of these Conditions conflict with any conditions stated in the Customer's order then these Conditions shall prevail. Any conduct by the Customer in confirmation of any transaction with Amina after receipt by the Customer of an acknowledgement of order shall constitute unqualified acceptance by the Customer of these Conditions.

PRICES:

Published prices are ex works and are subject to change without notice. The price of the Goods shall be Amina's quoted price or, where no price has been quoted, the price listed in Amina's published ex-works price list current at the date of despatch of the Goods.

VALUE ADDED TAX:

Prices quoted exclude VAT, or any other tax or duty payable by the Customer, and will be charged and paid by the Customer in accordance with VAT and other appropriate legislation when the Goods are despatched.

INTERNET SELLING:

The selling of Amina AIWX, LFiT and any future invisible product ranges by means of an online shopping cart is strongly discouraged. These products require specialist knowledge to be installed correctly to guarantee performance, reliability and customer satisfaction. The purchasers of these product ranges from Amina Technologies Ltd are responsible for ensuring that they are installed by a competent professional. The warranty is invalidated if the product is found to have been incorrectly installed.

ORDERS:

Telephone orders require subsequent written confirmation which must be clearly marked "CONFIRMATION" otherwise Amina will not accept responsibility for duplication of despatch. Amina reserve the right to refuse acceptance of an order particularly if an account is in arrears. No order may be cancelled without Amina's written consent. Such cancellation shall be made only upon terms that the Customer will indemnify Amina for any loss or damage resulting from such cancellation. Customers may be required and shall sign an order acknowledgement form detailing cancellation charges.

DELIVERY:

Amina will use its best endeavours to supply Goods within the time stated in any written quotation. Particularly with custom-made Goods, delays in the supply of component parts may arise that are beyond the reasonable control of Amina. Where an out-of-stock situation arises the specified delivery times will apply but are to be treated as estimates only and for the avoidance of doubt time of delivery shall not be of the essence of the Contract. Amina shall not be liable for any delay in delivery of the Goods howsoever caused. Carriage is charged based on weight and delivery service. Special delivery requirements must be made in writing. Risk in the Goods passes upon delivery, which is when Amina or its appointed carrier delivers the Goods to the Customer or to his appointed agent, who may be the Customer's carrier. Where the Goods are to be delivered by Amina in instalments, each delivery shall constitute a separate Contract and failure by Amina to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole repudiated.

PAYMENT:

Customers without an account must make payment for the Goods and carriage by cash, cheque, bank transfer, Paypal or credit card upon making the order. If payment is made by cheque, Goods will be released/delivered once the payment has cleared. Customers with a credit account may be required to make advance payments, particularly for custom-made Goods.

CREDIT:

Account facilities will normally be provided to Customers after completion and return of an application form; trade references may be required. Amina reserve the right to refuse credit at any time and to withdraw credit facilities without notice. Amina's Terms and Conditions of Sale are deemed to have been accepted upon the completion of the account application form. Where credit terms are granted, invoices are due for payment 30 days after the date of the invoice. Amina shall be entitled to interest, calculated at 4% above base rate for the time being of Barclays Bank Plc on all amounts over due from the date upon which payment became due to the date of actual payment. The above payment terms shall be of the essence of the Contract. If partial deliveries are made, each delivery shall be invoiced separately and paid for when due, without regard to other deliveries which may have been made for the same order number, job number, etc.

OWNERSHIP:

Notwithstanding delivery and passing of risk in the Goods or any other provision in these Conditions, the property in the Goods shall not pass to the Customer until Amina has received in full in cash or cleared funds the price of the Goods and the price of any other Goods supplied by Amina to the Customer in respect of which payment is outstanding. Until property in the Goods passes from Amina to the Customer as aforesaid the Customer shall hold the Goods as bailee of Amina. Acceptance of Goods is deemed to be an acceptance of this clause and of these Conditions.

RETURNS:

Goods correctly supplied may not be returned without Amina's prior agreement. All returns require Amina's Authorisation Number which must accompany the Goods and be quoted in any matters arising. Goods returned for credit should be in the original, unopened, product packaging and in "as new" condition. Under no circumstances will Goods that have been used be considered for credit. A returned goods handling charge may be made particularly if the product packaging is opened. Goods are not supplied on a sale or return basis.

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NON-DELIVERY, SHORTAGE OR DAMAGE CLAIMS:

Goods correctly supplied may not be returned without Amina's prior agreement. All returns require Amina's Authorisation Number which must accompany the Goods and be quoted in any matters arising. Goods returned for credit should be in the original, unopened, product packaging and in "as new" condition. Under no circumstances will Goods that have been used be considered for credit. A returned goods handling charge may be made particularly if the product packaging is opened. Goods are not supplied on a sale or return basis.

REPAIRS:

Goods returned for repair are entirely at the Customer's risk and should be notified to Amina in writing in advance. Repairs will only be undertaken upon written acceptance of our quotation. Amina does not accept responsibility for carriage. Repair of goods under warranty can only be undertaken if a description of the fault is supplied.

GENERAL WARRANTY:

Amina products will contain warranties to the end user. A standard over-the counter 1-year manufacturer limited warranty against manufacturers defect applies to all Amina products. To Authorized Dealers, Amina warrants that upon delivery products will conform to applicable specifications and will be free from defects in materials or workmanship.

Except as specified below, the Amina Manufacturer Limited Warranty covers all defects in material and workmanship. The following are not covered: Damage caused by accident, misuse, abuse, product modification or neglect; damage occurring during shipment; damage resulting from failure to follow instructions contained in the product Instruction Manual; failure to implement sufficient system based protection for limited frequency range loudspeakers, damage resulting from the performance of repairs by someone not authorized by Amina; claims based upon any misrepresentations by the seller; any Amina product on which the serial number has been defaced, modified or removed.

Amina will repair or replace, at its discretion, any product found to be defective or nonconforming, provided that: (a) Dealer gives prompt written notice of the defect or nonconformity within eight weeks after delivery to Purchaser; (b) at Amina's request Dealer has returned the nonconforming product to Amina, freight prepaid; (c) Amina has determined in its sole discretion that Dealer has not improperly handled or shipped a product, or subjected the product to misuse, misapplication, accident, alteration, neglect, improper installation, inadequate maintenance, insufficient specification and implementation of system based protection circuitry, or unauthorized repair.

COMMERCIAL EXTENDED WARRANTY:

Amina AIW, LFi and ASPM product that is installed by an Amina authorized dealer into commercial applications (such as Hotels, restaurants board rooms, conference facilities etc) will carry a 7 year manufacturer limited warranty, provided it has been properly installed according to the manufacturers installation procedures, and is protected by the implementation of properly calibrated analog or DSP based High Pass filtering (that being a minimum of 120Hz HPF frequency set point with a slope of 24dB/octave) and appropriate limiting calculated not to exceed the maximum power capabilities of the device(s). This function should not be client-accessible, nor be able to be by-passed or changed by unauthorized persons or personnel. The devices are to be duly tested and settings documented with appropriate serial numbers, power source and interconnecting product(s) that become part of the completed system.

An Amina Authorized Dealer is defined as any electrical integrator or reseller, known to and with the permission of, and being in receipt of training from Amina, capable of correctly specifying and installing the Amina product line. This extends to that integrators own employees, and his representatives or sub partners and their employees, who themselves have been given suitable training and judged suitably competent to specify and install the Amina product line.

CONSUMER EXTENDED WARRANTY:

Only Amina AIW product that is installed by an authorized dealer will carry a 10 year manufacturer limited warranty, provided it has been properly installed according to the manufacturers installation procedures, and is protected through either factory supplied passive in-line high pass filter and overload protection (in the form of the APU/2 or APURS/8), or is protected by the implementation of properly calibrated analog or DSP based High Pass filtering (that being a minimum of 120Hz HPF frequency set point with a slope of 24dB/octave) and appropriate limiting calculated not to exceed the maximum power capabilities of the device(s). This function should not be user-accessible, nor be able to be by-passed or changed by unauthorized persons or personnel. The devices are to be duly tested and settings documented with appropriate serial numbers, power source and interconnecting product(s) that become part of the completed system.

Amina Technologies Ltd makes no warranty with respect to goods custom-made to Purchaser's specifications, and Purchaser agrees to hold Amina harmless from claims based upon compliance with such specifications.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR OBLIGATIONS EXPRESS OR IMPLIED. AMINA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AMINA PRODUCTS MAY INCLUDE MATERIALS THAT ARE RECONDITIONED TO LIKE-NEW PERFORMANCE AND FUNCTIONALITY.

LIMITATION OF LIABILITY:

IN NO EVENT WILL AMINA BE LIABLE TO BUYER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE OR ARISING OUT OF ANY LEGAL THEORY, WHETHER CONTRACT, NEGLIGENCE, STRICT TORT LIABILITY, STATUTE OR OTHERWISE EVEN IF AMINA HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL AMINA BE LIABLE TO BUYER IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE SUBJECT PRODUCT. THESE LIMITATIONS INCLUDE ANY LIABILITY THAT MAY ARISE OUT OF THIRD-PARTY CLAIMS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR OF ANY LIMITED REMEDY PROVIDED HEREIN. SEE WARRANTY CLAUSE ON WALL REPAIR.

LIABILITY:

Amina will endeavour to ensure that the information in any sales literature is correct. However, Amina cannot accept any liability for discrepancies arising from the sale or use of Goods supplied. Amina shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Amina's instructions, misuse-use or alteration or repair of the Goods without Amina's written approval. Amina will be under no liability in respect of any defect if the total price of the Goods has not been paid by the due date.

Any indulgence granted by Amina to the Customer or any waiver by Amina of its rights under these Conditions in respect of any particular delivery or series of deliveries shall not be deemed to be a waiver of Amina's rights in respect of any further delivery nor to be an agreement to confer the same indulgence in respect of any subsequent deliveries.

Except in respect of death or personal injury caused directly by Amina's negligence, Amina shall not be liable to the Customer by reason of any representation or any implied warranty condition or other term, or any duty at common law or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims for consequential compensation whatsoever and whether caused by the negligence of Amina, its employees or agents or otherwise, which arise out of or in connection with the supply of the Goods or the use or resale of the Goods by the Customer, except as expressly provided in these Conditions. The extent of Amina's liability under these Conditions shall be limited to either replacement of the Goods which are faulty or damaged or crediting the value of the faulty/damaged Goods as invoiced upon their return by the Customer to Amina.

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FORCE MAJEURE:

Amina will not be liable for any delay in or failure to perform any of its obligations hereunder if the delay or failure is caused by circumstances outside the reasonable control of Amina. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond Amina's reasonable control:-

Act of God, explosion, flood, tempest, fire or accident, war, sabotage, insurrection, civil disturbance or requisitions, acts, resolutions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental parliamentary or local authority, strikes, lock-outs or other industrial actions or trade disputes, difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery.

INDEMNITY:

The Customer shall indemnify Amina against all duties, taxes, payments, fines, expenses, losses, damages (including physical damage) and liabilities in excess of the liability of Amina in accordance with these Terms and Conditions suffered or incurred by Amina in the performance of its obligations under any Contract to which these Terms and Conditions apply including any liability to indemnify any other person or company including the Customer.

LEGAL CONSTRUCTION:

These Conditions and the Contract to which this document relates shall in all respects be construed and operate in accordance with English Law. These Conditions do not reduce or diminish any statutory rights or duties under the Sale of Goods Act (1979) and Supply of Goods and Services Act (1982) or Common Law rights of either party. All Contracts concluded with Amina shall be governed by English Law and any dispute arising out of any such act or Contract shall be within the exclusive jurisdiction of the English Courts.

DATA PROTECTION:

Amina Technologies operates in compliance with the Payment Card Industry Data Security Standards (PCI DSS) and are certified by a Qualified Security Assessor: Trustwave.

Credit and Debit card information is not retained in any electronic form by the company. Any hard copy information is stored securely, and accessed only by those with authority to do so. We do not share your personal information with other companies or individuals.

UK BRIBERY LAW:

The customer must comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010; The Customer shall promptly report to Amina Technologies any request or demand for any undue financial or other advantage of any kind received by The Customer in connection with the product purchased from Amina Technologies.