

## **ULTIMATE STREAM**

### **TERMS AND CONDITIONS OF SALE**

#### **1 DEFINITIONS**

1.1 "Buyer" means the individual or organisation who buys or agrees to buy the Goods from the Seller;

1.2 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;

1.3 "Contract" means the contract between the Seller and the Buyer for the sale and purchase of Goods incorporating these Terms and Conditions;

1.4 "Goods" means the articles that the Buyer agrees to buy from the Seller;

1.5 "Seller" means Ultimate Stream that owns and operates the website [ultimate-stream.co.uk](http://ultimate-stream.co.uk)

1.6 "Terms and Conditions" means the terms and conditions of sale set out in this agreement and any special terms and conditions agreed in writing by the seller;

1.7 "Website" means [ultimate-stream.co.uk](http://ultimate-stream.co.uk)

#### **2 CONDITIONS**

2.1 Nothing in these Terms and Conditions shall affect the buyer's statutory rights as a consumer. 2.2 These Terms and Conditions shall apply to all contracts for the sale of goods by the seller to the buyer and shall prevail over any other documentation or communication from the buyer.

2.3 Acceptance of delivery of the goods shall be deemed conclusive evidence of the buyer's acceptance of these Terms and Conditions.

2.4 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the seller.

2.5 Any complaints should be addressed to the seller's address stated in clause 1.5.

#### **3 Ordering,**

3.1 All orders for goods shall be deemed to be an offer by the buyer to purchase goods pursuant to these Terms and Conditions and are subject to acceptance by the seller. The seller may choose not to accept an order for any

reason

3.2 Where the goods ordered by the buyer are not available from stock the buyer shall be notified and given the option to either wait until the goods are available from stock or cancel the order and receive a full refund within 28 days.

3.3 After the order is received the seller shall confirm by email the details, description and price for the goods together with information on the right to cancel if the buyer is a consumer.

3.4 Payment of the price plus VAT and delivery charges must be made in full before dispatch of the goods.

#### 4 Rights of Seller

4.1 The Seller reserves the right to periodically update prices , which cannot be guaranteed for any period of time. The seller shall make every effort to ensure prices are correct at the point at which the buyer places an order.

4.2 The Seller reserves the right to withdraw any goods from the website at any time.

4.3 The Seller shall not be liable to anyone for withdrawing any goods from the website or for refusing to process an order.

#### 5 AGE OF CONSENT

5.1 Where Goods may only be purchased by persons of a certain age the buyer will be asked when placing an order to declare that they are of the appropriate legal age to purchase the goods. 5.2 If the Seller discovers that the buyer is not legally entitled to order certain goods, the seller shall be entitled to cancel the order immediately, without notice.

#### 6 DELIVERY

6.1 Goods supplied within the UK will normally be delivered within 14 working days of acceptance of order.

6.2 Goods supplied outside the UK will normally be delivered within 28 working days of acceptance of order.

6.3 Where a specific delivery date has been agreed, and where this delivery date cannot be met, the buyer will be notified and given the opportunity to agree a new delivery date or receive a full refund.

6.4 The seller shall use its reasonable endeavours to meet any date agreed for delivery. In any event time of delivery shall not be of the essence and the seller shall not be liable for any losses, costs, damages or expenses incurred by the

buyer or any third party arising directly or indirectly out of any failure to meet any estimated delivery date.

6.5 Delivery of the goods shall be made to the buyer's address specified in the order and the buyer shall make all arrangements necessary to take delivery of the goods whenever they are tendered for delivery.

6.6 Goods over and above the value of £500 will only be delivered to the registered billing address of the card owner when purchased online

6.7 Risk in the goods shall pass to the buyer upon delivery of the goods, or where the buyer fails to take delivery at the agreed time, at the time delivery was attempted.

6.8 Title of the goods shall not pass to the buyer until payment of the price has been made in full.

## 7 CANCELLATION AND RETURN

7.1 The buyer may cancel the order for items in stock for any reason up to the point of dispatch and any payments made by the buyer shall be refunded in full within 28 days.

7.2 The buyer shall inspect the goods immediately upon receipt and shall notify the seller by email at: [steve@ultimate-stream.co.uk](mailto:steve@ultimate-stream.co.uk) and by telephone on: +44 1252 759285 within 7 days if the goods are damaged or do not comply with any of the contract. If the buyer fails to do so the buyer shall be deemed to have accepted the goods.

7.3 Where a claim of defect or damage is made, the goods shall be returned by the buyer to the seller within 28 days of delivery. The buyer shall be entitled to repair or replacement if the goods are in fact defective.

7.4 If you are a consumer you have the right, in addition to your other rights, to cancel the contract and receive an exchange or credit note by informing the seller by email at: [steve@ultimate-stream.co.uk](mailto:steve@ultimate-stream.co.uk) and by telephone on: +44 1252 759285 within 14 working days of receipt of the goods. The right to cancel does not apply to contracts for the supply of software, audio or visual recordings, phono cartridges, earphones and headphones if these have been unsealed by the consumer or to items made to order ('Special Order'). Any statutory Consumer rights are unaffected by this Agreement.

7.5 Goods must be returned by the buyer at the buyer's expense within 7 days of cancellation in the original packaging and should be adequately insured

during the return journey. The buyer will receive an exchange or credit note of all monies paid for the goods (including delivery charges, if any) except for return postal charges. If the buyer fails to return the goods following cancellation, the seller shall be entitled to deduct the cost of recovering the goods from the buyer.

7.6 Where returned goods are found to be damaged due to the buyer's fault the buyer will be liable for the cost of remedying such damage.

7.7 If a product is faulty and it has been over 28 days since the purchase date the seller is not liable to refund or exchange your product and you must contact the original manufacturer. If this is the case and you require advice or assistance please email us at [steve@ultimate-stream.co.uk](mailto:steve@ultimate-stream.co.uk) and we will do what we can to help.

7.8 Ultimate Stream will charge a 20% restocking fee for returned items.

## 8 LIMITATION OF LIABILITY

8.1 Except as may be implied by law where the buyer is dealing as a consumer, in the event of any breach of these Terms and Conditions by the seller the remedies of the buyer shall be limited to damages which shall in no circumstances exceed the price of the goods and the seller shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatever.

8.2 Nothing in these Terms and Conditions shall exclude or limit the liability of the seller for death or personal injury resulting from the negligence of the seller or that of the seller's agents or employees.

## 9 WAIVER

No waiver by the seller (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

## 10 FORCE MAJEURE

The seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to, acts of God, strikes, lock outs, accidents, war, fire, failure of any communications, telecommunications or computer system, breakdown of plant or machinery or shortage or

unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations.

## 11 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

## 12 CHANGES TO TERMS AND CONDITIONS

The seller shall be entitled to alter these Terms and Conditions at any time but this right shall not affect the existing Terms and Conditions accepted by the buyer upon making a purchase.

## 13 GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

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