



Trading terms and conditions of Cirrus Research plc

These terms and conditions regulate the business relationship between you and us.
By using Our Website in any way, or by buying from us, you agree to be bound by them.

We are: Cirrus Research plc
Our address is: Acoustic House, Bridlington Road, Hunmanby, North Yorkshire, YO140PH, UK
VAT Number: GB316877724
Company Registration: 987160

You are: a visitor to Our Website / our customer

The terms and conditions

1. Definitions

In this agreement:

“Carrier” means any person or business contracted by us to carry Goods from us to you, whether all or part of the distance.

“Our Website” means the entire computing hardware and software installation that is or supports Our Website.

“Goods” means any of the Goods we offer for sale on our Website

“Content” means any material in any form published on Our Website by us or any third party with our consent.

“Material” means Content of any sort posted by you on Our Website

2. Our contract with you

These terms and conditions apply:

- 2.1. So far as the context allows, to you as a visitor to Our Website; and
- 2.2. in any event to you as a buyer or prospective buyer of our Goods.
- 2.3. We shall accept your order by e-mail confirmation. That is when our contract is made. Our message will also confirm details of your purchase and tell you when we shall despatch your order.

- 2.4. We may change these terms from time to time. The terms that apply to you are those posted here on Our Website on the day you order Goods.
- 2.5. If in future, you buy Goods from us under any arrangement which does not involve your payment via Our Website, these terms still apply so far as they can be applied.
- 2.6. If we owe you money (for this or any other reason), we will credit your credit or debit card as soon as reasonably practicable but in any event no later than 21 days from the date of your order.

3. Your account with us

- 3.1. You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the Goods.
- 3.2. If you use the website, you are responsible for maintaining the confidentiality of your account and password and for preventing any unauthorised person from using your computer.
- 3.3. You agree to accept responsibility for all activities that occur under your account or password. You should tell us immediately if you believe some person has accessed your account without your authority and also log in to your account and change your password.
- 3.4. We reserve the right to refuse you access to Our Website.

4. Price and Payment

- 4.1. It is possible that the price may have increased from that posted on our Website. If that happens, we will not send your order until you have confirmed that you wish to order at the new price.
- 4.2. Prices include UK value added tax. If you show by your delivery address that you reside outside the United Kingdom, VAT will be deducted at the payment point.
- 4.3. If you order more than one item, you must pay us the full price of your order before we will send any part of it.
- 4.4. Banking charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment in a currency other than pounds Sterling will be borne by you.
- 4.5. Any information given by us in relation to exchange rates are approximate only and may vary from time to time.
- 4.6. You will pay all sums due to us under these terms by the means specified without any set-off, deduction or counterclaim.

5. Delivery

- 5.1. Deliveries will be made by the Carrier to the address stipulated in your order. You must ensure that someone is present to accept delivery.

- 5.2. If we are not able to deliver your Goods within 30 days of the date of your order, we shall notify you by e-mail to arrange another date for delivery.
- 5.3. Goods are sent at our risk until signed for by you or by any other person at the address you have given to us.
- 5.4. Goods are sent by post. We will send you a message by email to tell you when we have despatched your order.

6. Foreign taxes, duties and import restrictions

- 6.1. If you are not in the UK, we have no knowledge of, and no responsibility for, the laws in your country.
- 6.2. You are responsible for purchasing Goods which you are lawfully able to import and for the payment of import duties and taxes of any kind levied in your country.

7. Goods returned

These provisions apply in the event that you return any Goods to us for any reason:

- 7.1. You must tell us by email message to sales@cirrusresearch.co.uk you that you would like to return goods, specifying exactly what goods and when purchased, and giving full details of the defect or other reason for return. We will then issue a returns note. If you send goods to us without a returns note, we may not be able to identify sufficient details to enable us to attend to your complaint.
- 7.2. We do not accept returns unless there was a defect in the Goods at the time of purchase or we have agreed in correspondence that you may return them.
- 7.3. The Goods must be returned to us as soon as any defect is discovered.
- 7.4. So far as possible, Goods should be returned:
 - 7.4.1. with both goods and all packaging as far as possible in their original condition;
 - 7.4.2. securely wrapped;
 - 7.4.3. including our delivery slip;
 - 7.4.4. at your risk and cost.

8. Disclaimers

- 8.1. We may make improvements or changes to Our Website, the Content, or to any of the Goods, at any time and without advance notice.
- 8.2. You are advised that Content may include technical inaccuracies or typographical errors. This is inevitable in any large website. We would be grateful if you bring to our immediate attention, any that you find.

- 8.3. We give no warranty and make no representation, express or implied, as to:
- 8.3.1. the adequacy or appropriateness of the Goods for your purpose.
 - 8.3.2. the truth of any Content on Our Website;
 - 8.3.3. any implied warranty or condition as to merchantability or fitness of the Goods for a particular purpose;
 - 8.3.4. compatibility of Our Website with your equipment, software or telecommunications connection.
 - 8.3.5. compliance with any law;
 - 8.3.6. non-infringement of any right.
- 8.4. Our Website contains links to other Internet websites outside our power and control. You acknowledge and agree that we shall not be liable in any way for the Content of any such linked website, nor for any loss or damage arising from your use of any such website.
- 8.5. We are not liable in any circumstances for special, indirect or consequential loss or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our Website or the purchase of Goods.
- 8.6. In any claim against us our liability is limited to the value of the goods you have purchased in the contract which is the subject of the dispute.

9. Content and Intellectual Property Rights

- 9.1. We will defend the intellectual property rights in connection with our Goods and Our Website, including copyright in the Content whether provided by us or by any other content provider (including copyright in: text, graphics, logos, icons, images, audio clips, digital downloads, data, and software).
- 9.2. We also claim copyright in the designs and compilation of all Content of Our Website. Title, ownership rights, and shall remain the sole property of us and / or the other content provider. We will strongly protect those rights in all countries.
- 9.3. Except as set out below, you may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part.
- 9.4. You may not use our name or logos or trade marks or any other Content on any website of yours or that of any other person.
- 9.5. Subject to the other terms of this agreement, you may download or copy Content only for your own personal use, provided that you maintain all copyright and other notices contained in it. You may not store electronically any significant portion of any Content.

10. Your email address

- 10.1. You represent that any username or email address selected by you, when used alone or combined with a second or third level domain name, does not interfere with the rights of any third party and has not been selected for any unlawful purpose.
- 10.2. You acknowledge and agree that if we believe such selection does interfere with the rights of any third party or is being selected for any unlawful purpose, we may immediately suspend the use of such name or email address, and you will indemnify us for any claim or demand that arises out of your selection.
- 10.3. You acknowledge and agree that we shall not be liable to you in the event that we are ordered or required by a court or judicial authority, to desist from using or permitting the use of a particular domain name as part of a name or email address.

11. System Security

- 11.1. We will do our best to maintain Our Website so that you have constant use, but there will be times when your use may be interrupted.
- 11.2. You agree that you will not, and will not allow any other person to violate or attempt to violate any aspect of the security of Our Website.
- 11.3. You may not use any software tool for the purpose of extracting data from our website.
- 11.4. You understand that any such violation is unlawful in many jurisdictions and that any contravention of law may result in criminal prosecution.

12. Indemnity

You agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising in any way out of your use of Our Web Site, your posting any Material, or the infringement by you, or by any other person using your computer, of any intellectual property or other right of any person.

13. Miscellaneous provisions

- 13.1. When we communicate with you we do so by email. You agree that email communications are contractually binding in the same way as properly signed and dated paper sent by post.
- 13.2. Where we provide goods or services without specific charge to you, then it (or they) is deemed to be provided free of charge, and not to be associated with any other goods or service for which a charge is made. Accordingly, there is no contractual nor other obligation upon us in respect of those goods or service.
- 13.3. Nothing in this agreement or on Our Website shall confer on any third party any benefit under the

provisions of the Contracts (Rights of Third Parties) Act 1999.

- 13.4. If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 13.5. No waiver by us, in exercising any right, power or provision in this agreement shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right be interpreted as a waiver.
- 13.6. In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.
- 13.7. We are not liable for any breach of our obligations resulting from causes beyond our reasonable control including strikes of our own employees.
- 13.8. This Agreement shall be governed by and construed in accordance with the law of England. This agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

Cirrus Research plc
Acoustic House
Bridlington Road
Hunmanby
North Yorkshire
YO14 0PH

Tel: 0845 230 2434
Tel: +44 1723 891655
Fax: 01723 891742
Email: sales@cirrusresearch.co.uk
Web: www.cirrusresearch.co.uk

Company Registration Number: 987160
VAT Number: GB 316 8777 24