

Terms and Conditions of Sale (Non-online Sales)

1. INTERPRETATION:

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

“Oasthaus” means Osiviso Limited, trading as Oasthaus.

“Oasthaus Authorised Dealer” means any electrical integrator or reseller with the permission of, and having been given training from, Oasthaus, capable of correctly specifying and installing the Oasthaus product line. This extends to that integrator’s own employees, and his representatives or sub partners and their employees, who themselves have been given suitable training and judged suitably competent by Oasthaus in writing to specify and install the Oasthaus product line.

“Business Customer” means any Customer who is not a Consumer and who places an order for the Goods which is accepted by Oasthaus.

“Contract” means a contract for the purchase and sale of the Goods created upon the acceptance by Oasthaus of the Customer’s Order.

“Consumer” means an individual acting for purposes that are wholly or mainly outside that individual’s trade, business, craft or profession who places an order for the Goods which is accepted by Oasthaus.

“Customer” means any Consumer or Business Customer who places an order for the Goods which is accepted by Oasthaus.

“Goods” means the goods (including any instalment of the goods or any parts of them) which Oasthaus is to supply in accordance with these Conditions.

“Order” means a Customer's order for Goods, made in accordance with clause 4 of these Conditions.

2. ACCEPTANCE:

- 2.1 These 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 Oasthaus.
- 2.2 All and any business undertaken by Oasthaus in relation to non-online orders for Goods are transacted subject to these Conditions. All and any business undertaken by Oasthaus in relation to online orders for Goods are transacted subject to Oasthaus's online terms and conditions:
<https://theoasthaus.com/terms/>.
- 2.3 Should the Customer wish to contract with Oasthaus otherwise than subject to these Conditions (or, if applicable, the online terms and conditions) special express arrangements should be made and such arrangements shall only apply and be binding on Oasthaus if made in writing and signed by a Director or Secretary of Oasthaus. Should any of these Conditions conflict with any conditions stated in the Order then these Conditions shall prevail. By placing an Order, the Customer confirms acceptance of these Conditions.

3. PRICES:

- 3.1 The price of the Goods (which includes VAT) shall be the price quoted by Oasthaus to the Customer or, where no price has been quoted, the price listed in Oasthaus' published price list current at the date the Order is placed by the Customer.
- 3.2 Prices quoted or listed in Oasthaus's published price list do not include delivery costs. The costs of delivery will be as told to the Customer in Oasthaus' quote or, where no costs of delivery have been quoted, will be provided to the Customer on written acceptance of its Order.
- 3.3 Oasthaus reserves the right to pass on any changes in the rate of VAT to the Customer should the rate of VAT change between the date of the Customer's Order and the date the product is supplied.

4 ORDERS:

- 4.1 The Customer may place an Order for the Goods it wishes to purchase (other than online orders) from Oasthaus via any of the following means:
 - 4.1.1 by written offer to Oasthaus;
 - 4.1.2 by telephone; or
 - 4.1.3 by attending the premises of Oasthaus in person.

- 4.2 Any Order placed by the Customer in accordance with clause 4.1 constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions.
- 4.3 Any Order placed under clause 4.1 will not be deemed to have been accepted until Oasthaus issues written acceptance (which may include email) of the Order to the Customer, at which point the Contract will come into existence between Oasthaus and the Customer. In the event that an Order is unable to be accepted, the Customer will be informed in writing and will not be charged for any of the Goods.
- 4.4 If the Customer is a Consumer, an Order placed under clauses 4.1.1 or 4.1.2 may only be cancelled by the Customer in accordance with the provisions set out in clauses 10.4, 10.5 or 10.6 of these Conditions.
- 4.5 If the Customer is a Business Customer, no Order may be cancelled without Oasthaus's written consent. Where any such consent is given (a) it may be made subject to the Customer indemnifying Oasthaus for any loss or damage resulting from such cancellation, and/or (b) Oasthaus shall be entitled to set-off any loss or damage suffered as a result of such cancellation against any deposit paid by the Customer. Customers may be required to sign an order acknowledgement form detailing cancellation charges.
- 4.6 The Customer is responsible for ensuring that the terms of the Order are complete and accurate, as under no circumstances whatsoever shall Oasthaus be held responsible for the accuracy of the Order.

5 DELIVERY:

- 5.1 Oasthaus will use all reasonable endeavours to supply Goods within the time stated in the Order and the Customer's placing of the Order shall constitute agreement to the delivery time stated. Particularly with custom-made Goods, delays in the supply of component parts may arise that are beyond the reasonable control of Oasthaus. All specified delivery times 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. Oasthaus shall not be liable for any delay in delivery of the Goods outside of Oasthaus' control but will take steps to keep the Customer informed of any such delay and minimise the effect of the delay, if possible.
- 5.2 Delivery costs are charged based on weight and/or volume and the delivery service used. Special delivery requirements must be made in writing. Oasthaus may determine that the Goods are to be delivered in instalments, in which case each delivery shall constitute a separate Contract and failure by

Oasthaus 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 to be repudiated.

- 5.3 The Customer will become responsible for the Goods on delivery.
- 5.4 If no one is available at the Customer's address to take delivery of the Goods, the Customer will be informed of how to re-arrange the delivery or collect the Goods from an alternative location. If the Goods remain uncollected or no arrangements for delivery have been made, Oasthaus will contact the Customer for further instructions and may charge the Customer for any costs incurred in facilitating subsequent delivery. If, despite reasonable efforts, Oasthaus are unable to contact the Customer or re-arrange delivery, Oasthaus may terminate the Contract by notice in writing.

6 INTERNATIONAL ORDERS:

- 6.1 Payment: Payment of Goods must be made in Pounds Sterling. International credit card providers or banks will determine the exchange rate and may add an additional processing or administration charge in relation to such payment which Customers paying using international credit cards will be liable to pay.
- 6.2 Additional Costs: Goods ordered for international delivery may be subject to import duties, taxes and fees which are applied when the delivery reaches its destination. Please note that Oasthaus has no control over these charges and cannot predict their amount. The Customer will be responsible for payment of any such import duties, taxes and fees. Oasthaus recommends that the Customer contacts its local customs office for further information before placing an order for international delivery.
- 6.3 Local Laws and Regulations: The Customer must comply with all applicable laws and regulations of the country for which the Goods are destined. Oasthaus will not be liable or responsible if the Customer breaks any such law.

7 PAYMENT:

- 7.1 Customers without an account must make payment for the Goods and delivery by bank transfer, Paypal or credit/debit card upon making the order. Customers with a credit account may be required to make advance payments, particularly for custom-made Goods.

8 CREDIT:

- 8.1 Account facilities may be provided to Business Customers after completion and return of an account application form (as provided by Oasthaus on request). Trade references may be required. Oasthaus reserves the right to refuse credit at any time, to change credit terms at any time and to withdraw credit facilities without notice.
- 8.2 To ensure its records remain accurate Oasthaus may require Business Customers to resubmit the account application form from time to time. Circumstances in which Oasthaus may request this include after periods of inactivity of the Business Customer, after these Conditions have been updated or if the Business Customer's credit rating or credit limit changes.
- 8.3 Where credit terms are granted, invoices are due for payment 30 days after the date of the invoice. Oasthaus shall be entitled to interest, calculated at 4% above base rate for the time being of Barclays Bank Plc on all amounts overdue from the date upon which payment became due to the date of actual payment. Oasthaus also reserves the right to rescind the Contract where any outstanding sums owed under these Conditions exceed the period of 30 days after the date of invoice.
- 8.4 If partial deliveries of the Goods are made, each delivery shall be invoiced separately and paid for when due.

9 OWNERSHIP:

- 9.1 Ownership of the Goods shall pass to the Customer once Oasthaus receives payment in full (in cleared funds) for the Goods.
- 9.2 Where delivery of the Goods has been made but ownership of the Goods has not yet passed to the Customer, the Customer shall:
- 9.2.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Oasthaus' property;
 - 9.2.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 9.2.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; and
 - 9.2.4 notify Oasthaus immediately if it takes any step or action in connection with entering into administration, provisional

liquidation or any composition or arrangement with its creditors;
and

9.2.5 give Oasthaus such information relating to the Goods as Oasthaus may require from time to time.

9.3 If, before ownership of the Goods passes to the Customer, the Customer becomes subject to any of the events listed in clause 9.2.4, then, without limiting any other right or remedy Oasthaus may at any time:

9.3.1 require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and

9.3.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

10 CANCELLATION AND RETURNS:

10.1 Save in the case of sales to Consumers (as provided below), Goods correctly supplied may not be returned without Oasthaus' prior agreement.

10.2 Before returning any Goods (which are eligible for return), the Customer shall contact Oasthaus to obtain a return authorisation number for such Goods.

10.3 All returns require Oasthaus' return authorisation number to accompany the return of 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.

10.4 Where the Customer is a Consumer, the Customer has a legal right, under the Consumer Contracts Regulations 2013, to change its mind regarding an Order placed within 14 days of Oasthaus' confirmation of the Order and receive a full refund in respect of the same. Oasthaus may in this event deduct from the refund:

10.4.1 an amount equal to any reduction in the value of the Goods caused by the Customer handling the Goods in a way which would not be permitted in a shop; and

10.4.2 the delivery costs, the maximum refund for such being the difference between the least expensive delivery method and the most expensive delivery method where the Customer ordered the Goods via a more expensive method of delivery.

- 10.5 The right for a Consumer Customer to change its mind does not apply to any products sealed for health protection/hygiene purposes which have been unsealed.
- 10.6 Any Consumer Customer exercising the right to return the Goods shall do so by contacting Oasthaus via the details listed in the Contact section of these Conditions to provide details surrounding the Order. Alternatively, the cancellation form attached as Schedule 1 of these Conditions can be completed and sent to Oasthaus.
- 10.7 Where the Customer is a Consumer, the Consumer Rights Act 2015 states that the Goods provided must be as described, fit for purpose and of satisfactory quality. If the Goods supplied to a Consumer fail to meet any of those requirements:
- 10.7.1 the Customer shall be entitled to return the Goods within 30 days and get a full refund; and
 - 10.7.2 within 6 months the Customer shall be entitled to have the Goods be repaired or replaced, and if Oasthaus is unable to do so, the Customer shall be entitled to return the Goods and get a full refund.
- 10.8 This clause 10 is without prejudice to any other statutory rights of the Consumer.
- 10.9 Where any Goods are returned by the Consumer pursuant to clause 10.7, Oasthaus will pay the costs of return.
- 10.10 In all other circumstances where a Customer returns Goods to Oasthaus (including, for the avoidance of any doubt, a Consumer's right to change its mind under clause 10.4), the Customer will pay the costs of such return.

11 PROBLEMS AND REPAIRS:

- 11.1 The Customer shall forward any questions or complaints about the Goods in the first instance to Oasthaus via the contact details provided in the Contact section of these Conditions.
- 11.2 The Customer must contact Oasthaus in writing in advance before returning any Goods for repair. Oasthaus will assign a return authorisation number to such Goods and this return authorisation number must accompany the returned Goods and be quoted in any matters arising.

- 11.3 With the exception of repairs undertaken in accordance with clause 10.7 or under one of the warranties set out in clause 12, repairs will only be undertaken upon written acceptance by the Customer of Oasthaus' quotation for the cost of such repairs.
- 11.4 With the exception of repairs undertaken in accordance with clause 10.7, Goods returned for repair are entirely at the Customer's risk and the Customer shall be responsible for paying all delivery costs.
- 11.5 The repair of Goods under one of the warranties set out in clause 12, can only be undertaken if a description of the fault is supplied.

12 WARRANTIES:

- 12.1 By providing the Goods, Oasthaus gives the following warranties (without prejudice, subject to clause 12.5, to any statutory rights):
- 12.1.1 **To all Customers:** Oasthaus provides a 1 year warranty that the Goods conform in all material respects with their description, will be free from material defects in design, material and workmanship and will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 12.1.2 **To Oasthaus Authorised Dealers:** Oasthaus warrants that upon delivery Goods will conform to applicable specifications and will be free from defects in design, material or workmanship. Oasthaus will repair or replace, at its discretion, any product found to be defective or nonconforming, provided that:
- a) the Oasthaus Authorised Dealer gives prompt written notice of the defect or nonconformity within eight weeks after delivery to the end customer;
 - b) at Oasthaus's request, the Oasthaus Authorised Dealer has returned the nonconforming Goods to Oasthaus, freight prepaid; and
 - c) Oasthaus has determined in its sole discretion that the Oasthaus Authorised Dealer has not improperly handled or shipped the Goods, or subjected the Goods to misuse, misapplication, accident, alteration, neglect, improper installation, inadequate maintenance, insufficient specification and implementation of system based protection circuitry, or unauthorised repair.

- 12.2 The following circumstances shall be found to invalidate the warranties given in this clause 12: Damage caused by Customer or end customer accident, misuse, abuse, product modification or neglect; damage resulting from failure to follow instructions contained in the relevant 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 authorised by Oasthaus; any Oasthaus Goods on which the serial number has been defaced, modified or removed; fair wear and tear, wilful damage, negligence, abnormal working conditions; failure to follow Oasthaus's instructions; or where the defect arises as a result of Oasthaus following any drawing, design or specification supplied by you.
- 12.3 For the avoidance of any doubt, all warranties given under this section shall also be invalidated in the event that a third party who is not authorised by Oasthaus performs any services which are otherwise reserved for Oasthaus Authorised Dealers under these Conditions.
- 12.4 These Conditions also apply to any repaired or replacement Goods supplied by Oasthaus to the Customer.
- 12.5 Oasthaus will advise Customer of any available manufacturers' warranties that apply to the Goods. It shall be the responsibility of the Customer to notify/activate any such warranties with the relevant manufacturer.
- 12.6 **Where the Customer is a Business Customer:**
- 12.6.1 The Goods are intended for use only in the UK. Oasthaus does not warrant that the Goods comply with the laws, regulations or standards outside the UK.
 - 12.6.2 Except as provided in this clause 12, Oasthaus shall have no liability to the Business Customer in respect of a Good's failure to comply with any warranty set out in this clause 12.
 - 12.6.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
 - 12.6.4 Except as expressly stated in these Conditions, Oasthaus does not give any representations, warranties or undertakings in relation to the Goods. Any representation, condition or warranty which might be implied or incorporated into these Conditions by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Goods are suitable for the Customer's purposes or for the installation and use of the Goods.

13 WARRANTY CLAIM PROCEDURE:

- 13.1 Where the Customer notifies Oasthaus in writing within a reasonable time of discovery that the Goods (or any part thereof) do not comply with any warranty (where applicable) set out in these Conditions, Oasthaus will:
- 13.1.1 be given a reasonable opportunity of examining the Goods (or any part thereof) which is the subject of the warranty claim;
 - 13.1.2 reserve the right to require such Goods (or any part thereof) to be returned to Oasthaus; and
 - 13.1.3 at the option of Oasthaus, repair or replace the defective Goods (or any part thereof) or refund the price of the defective Goods in full or in part depending on the timing of the warranty claim.

14 PRODUCT DESCRIPTION AND TECHNICAL ADVICE:

- 14.1 Oasthaus will endeavour to ensure that information about all Goods in any sales literature is correct. Such information includes, but is not limited to: product descriptions, specifications, images and illustrations whether in hard copy or online. However, the Goods supplied may vary slightly to their description contained in the sales literature.
- 14.2 Oasthaus may, from time to time and in addition to the provision of the Goods, provide free technical support and advice to Customers in relation to such Goods.
- 14.3 Any advice provided by Oasthaus to Customers under this clause is given to the best of its knowledge and in response to information provided by the relevant Customer in relation to the Goods. Oasthaus therefore makes no warranty in relation to the accuracy of such advice provided to the Customer.
- 14.4 Where Oasthaus provides technical advice on overall systems to which the Goods comprise a part of, Oasthaus shall not be responsible for the final performance of the system, nor any components of such system which are not supplied by Oasthaus.
- 14.5 Where any Oasthaus representative attends the premises of a Customer in order to provide advice under this clause, any such advice shall not include installation of the Goods. The Customer shall at all times remain liable for the safety of Oasthaus representatives during such attendance.

- 14.6 Where any Customer's support query is unable to be answered by an Oasthaus Authorised Dealer, Oasthaus shall endeavour to answer any such support query submitted to it. Any such support queries shall be answered as soon as is reasonably possible and in the order received. Oasthaus gives no warranty as to response times to such queries.
- 14.7 For the avoidance of doubt, Oasthaus shall not be responsible for any act or omission by any Oasthaus Authorised Dealer (or any other third party), including but not limited to any errors in advice, installation or system setup.
- 14.8 Oasthaus shall not be responsible for any act or omission of any third party, whether or not recommended by Oasthaus, who provides installation services in relation to the Goods.

15 WAIVER

- 15.1 Any indulgence granted by Oasthaus to the Customer or any waiver by Oasthaus 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 Oasthaus' rights in respect of any further delivery nor to be an agreement to confer the same indulgence in respect of any subsequent deliveries.

16 LIMITATION OF LIABILITY

16.1 Where the Customer is a Consumer:

16.1.1 If Oasthaus fails to comply with these Conditions, Oasthaus is responsible for loss or damage that the Customer may suffer that is a foreseeable result of Oasthaus breaching these Conditions. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both parties knew it might happen.

16.1.2 Oasthaus does not exclude or limit in any way liability to the Customer where it would be unlawful to do so. This includes liability for death or personal injury caused by Oasthaus' negligence or the negligence of any of their employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of the Customer's legal rights in relation to the Goods.

16.1.3 As a Consumer, the Goods are provided only for domestic and private use. If the Goods are used for any commercial, business or re-sale purpose, liability will be limited as set out in clause 16.2 below.

16.2 Where the Customer is a Business Customer:

16.2.1 Nothing in these terms shall limit or exclude Oasthaus' liability for:

- a) death or personal injury caused by the negligence of Oasthaus, or the negligence of any of their employees, agents or subcontractors (as applicable);
- b) fraud or fraudulent misrepresentation;
- c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- d) any liability in respect of which it would be unlawful for Oasthaus to exclude or restrict.

16.2.2 Subject to clause 16.2.1 Oasthaus shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or any indirect or consequential loss arising under or in connection with any Contract.

16.3 Subject to clause 16.1.2 or 16.2.1 (as appropriate), Oasthaus' total liability to the Customer for all other losses arising under or in connection with the Contract between Oasthaus and the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by the Customer for Goods under the Contract.

17 FORCE MAJEURE:

17.1 Oasthaus 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 Oasthaus. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond Oasthaus' 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, epidemics or pandemics, 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.

18 LEGAL CONSTRUCTION:

18.1 These Conditions and the Contract to which this document relates shall in all respects be construed and operate in accordance with English Law. All Contracts concluded with Oasthaus 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.

19 SEVERANCE:

19.1 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are invalid, unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

20 ENTIRE AGREEMENT:

20.1 These terms constitute the entire agreement between Oasthaus and the Customer in relation to the Customer's purchase. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Oasthaus which is not set out in these terms and that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

21 DATA PROTECTION:

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

21.2 All information provided by the Customer to Oasthaus will only be used in accordance with our Privacy Policy, a copy of which can be viewed on our website at <https://theoasthaus.com/privacy-policy/>

22 CONTACT:

22.1 Oasthaus is a trading name of Osiviso Limited 1 St Boniface Gardens, St Boniface Road, Isle of Wight, PO38 1PW, Tel: +44 (0) 7594 030649 www.theoasthaus.com, www.osiviso.com, email: info@osiviso.com

22.2 VAT Registration no. GB289677129 Company Registration Number: 08790821. WEEE Registration number: EORI No: GB289677129000 Registered Office: Cirrus House, Glebe Road, Huntingdon, Cambridgeshire, UK PE29 7DL

22.3 The Customer can contact Oasthaus using the details in clause 22.1

Schedule 1

Model Cancellation Form for consumer customers

(Complete and return this form only if you wish to withdraw from the contract)

To: Osiviso Limited of Cirrus House, Glebe Road, Huntingdon, Cambridgeshire, PE29 7DL.

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper),

Date:

[*] Delete as appropriate