5.1 Sonobex warrants that on delivery and for a period of 12 months from the date of delivery ("Warranty Period") the Goods shall:
(a) conform in all material respects with the Specification;
(b) be free from material defects in design, material and workmanship;
(c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
(d) be fit for any purpose held out by Sonobex.

5.2 Subject to clause 5.3, if:
(c) the Customer (if asked to do so by Sonobex) returns such Goods to Sonobex’s place of business at Sonobex’s cost and risk;
(b) Sonobex shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.3 Sonobex shall not be liable for the Goods’ failure to comply with the warranty if:
(a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
(b) the defect arises because the Customer failed to follow Sonobex’s oral or written instructions as to storage, installation, commissioning, use or maintenance of the Goods or if there are non-conformity practice.
(c) the defect arises as a result of Sonobex following any drawing, design or part of the Specification supplied by the Customer;
(d) the Customer alters or repairs such Goods without the written consent of Sonobex;
(e) the defect arises as a result of fair wear and tear, willful damage, negligence, or abnormal working conditions; or
(f) the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

5.4 The Customer gives notice in writing during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1.

5.5 Sonobex is given a reasonable opportunity of examining such Goods; and

6. INSTALLATION SERVICES
6.1 Sonobex shall supply the Customer, within a reasonable time before any Delivery Date, such information and assistance as may be necessary to enable the Customer to prepare the Site(s) for the installation of the Goods.
6.2 Sonobex shall use all reasonable endeavours to complete the installation of the Goods at the Site(s) by the date of installation that may be stated in the Proposal, but any such date shall be extended only to the extent that the failure is not of the performance for the Services. Sonobex shall not be liable for any delay in the delivery of the Services caused by a Force Majeure Event or the Customer’s failure to provide Sonobex with adequate delivery instructions or any other instructions that are relevant to the supply of the Services.

6.3 Sonobex warrants to the Customer that:
(a) Sonobex will perform the Services with reasonable care and skill and in accordance with generally recognised commercial practices and standards in the industry for similar services;
(b) the Services will be provided in accordance with all applicable legislation from time to time in force.
6.4 Sonobex shall not give any other warranty or guarantee, expressed or implied, for the devices, instruments, material or goods delivered by Sonobex than specifically agreed upon in the Agreement.
6.5 If an acceptance test is required to be carried out, Sonobex shall ensure that the Goods are presented for acceptance test on the date agreed.

6.6 If any Goods fail to pass the acceptance tests, the Customer shall within 5 Business Days from the completion of the acceptance tests provide a written notice to this effect giving details of the failure(s). Sonobex shall remedy the issues at its expense provided any failure is not a result of the Customer failing to comply with the storage, installation, maintenance, testing or other instructions provided by Sonobex (in which case the Customer shall bear the costs of remediating the defects and/or deficiencies).

6.7 If any Goods fail in some material respect to pass any repeated acceptance tests more than
8. months after the date of the first Acceptance Tests, then the Customer may, by written notice to Sonobex, choose at its sole discretion:
(a) to refuse the opportunity to try and remedy the defects in order to perform further acceptance tests;
(b) to reject the Goods as not being in conformity with the Agreement, in which event the Customer may terminate the Agreement by giving notice in writing.
6.8 If within 5 Business Days of running the final acceptance test, the Customer either does not notify Sonobex of any further acceptance test or fails to provide written confirmation to Sonobex that the Goods have passed the acceptance test, Sonobex will be deemed to have passed the acceptance test.

7. PRICES AND PAYMENT
7.1 In consideration of the Goods and Services the Customer shall pay Sonobex the Fees as set out in the Proposal.
7.2 The Customer shall pay each invoice which is properly due, undisputed and submitted to it by Sonobex within 30 days of receipt to a bank account nominated in writing by Sonobex. Parties acknowledge that invoices may be issued by email.

7.3 If the Customer does not make payment on or before the due date on which it is due, interest shall be payable on the overdue amount at the rate of 3% above the Bank of England base rate from time to time. Interest shall be calculated at an rate both before and after any judgment is made against the Customer until the date on which payment in cleared funds is received in full, including all accrued interest.
7.4 The Customer shall make all payments due under the Agreement without any deduction by way of set-off, counterclaim, discount or otherwise unless the Customer has a valid court order from a court in England and Wales requiring an amount equal to or more than such deduction to be paid to Sonobex by the Customer and (unless such rights rely on cannot be excluded by the law of England and Wales or the Insolvency laws of the jurisdiction in which the Customer is resident.

8. Title and Risk
8.1 In Risk the Goods shall pass to the Customer on completion of delivery.
8.2 Title to the Goods shall pass to the Customer on payment of all Fees due for the Goods.

9. INTELLECTUAL PROPERTY RIGHTS
9.1 The Customer acknowledges that all pre-existing Intellectual Property Rights of Sonobex shall remain owned by Sonobex.
9.2 All Intellectual Property Rights in the Goods or as may be created or developed by Sonobex in providing the Services, shall remain owned by and vest in Sonobex.

10. LIMITATION OF LIABILITY
10.1 Neither party shall be liable to the other for:
(a) any indirect, special or consequential loss or damage; or
(b) loss of data or other equipment or property; or
(c) economic loss or damage; or
(d) incurring of liability for loss or damage of any nature whatsoever suffered by third parties (including in each case incidental and positive damages); or
(e) any loss of or anticipated profit, interest, revenue, anticipated savings or business or damage to goodwill,
16.2. A party claiming to be unable to perform its obligations under the Agreement (either on their own or at all) in any of the circumstances set out in clause 16.1 shall notify the other party of the nature and extent of the circumstances in question as soon as practicable.

16.3. This clause 16 shall cease to apply when such circumstances have ceased to have effect on the performance of the Agreement and the party affected shall give notice to the other party that the circumstances have ceased.

17. DISPUTE RESOLUTION PROCEDURE

In the event the Parties are unable to resolve a dispute between them arising out of or relating to the Agreement, and except for claims for interdict or other similar relief, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by the Centre for Effective Dispute Resolution and the mediation will take place in London. The mediation agreement referred to in the Model Procedure shall be governed by, and construed and take effect in accordance with the substantive law of England. If the dispute is not settled by mediation within 10 days of commencement of the mediation or within such further period as the Parties may agree in writing, the parties shall be free to seek to resolve the dispute by such other means as they may separately determine.

18. NOTICES

18.1. Notices shall be delivered to the address of the intended recipient set out at the beginning of the Agreement (or to such other address as the recipient may notify to the other party from time to time). Notices must be in writing which, for the purposes of the Agreement, includes email, but not fax.

18.2. All addresses of each party are: Sonobex [TBC] the Customer: [TBC].

18.3. Notices shall be deemed to have been duly given:
(a) when delivered, if delivered by courier or other messenger during normal business hours; or (b) when sent, if transmitted by email during normal business hours and no delivery failure message is subsequently received; or (c) on the third business day following mailing, if mailed by national ordinary mail, postage prepaid, in each case addressed to the address or email address stated in the Agreement or such other address and/or email address as notified to the other party.

19. GENERAL

19.1. No term of the Agreement shall be enforceable by a third party (being any person other than the parties and their permitted successors and assignees).

19.2. Save as otherwise provided in the Agreement, each party shall pay its own costs in connection with the negotiation, execution and performance of the Agreement, and all documents ancillary to it.

19.3. The Agreement constitutes the whole agreement and understanding of the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of the Agreement.

19.4. Nothing in the Agreement and no action taken by the parties pursuant to the Agreement shall constitute or be deemed to constitute a partnership or joint venture between the parties, or shall constitute either party as the agent, employee or representative of the other party. The parties to the Agreement are independent contractors.

19.5. No variation of or amendment to the Agreement shall bind either party unless made in writing and signed by both parties hereto.

19.6. No delay, omission or failure by either of the parties to exercise any right or remedy shall operate as a waiver. Any partial exercise of a right or remedy shall not preclude any other or further exercise of any such right of action.

19.7. If any provision of the Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. Further, if any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

19.8. The Agreement may be executed in any number of counterparts and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart, when executed, shall be an original, but all counterparts shall together constitute one and the same instrument.

20. GOVERNING LAW AND JURISDICTION

20.1. The Agreement shall be governed by and construed in all respects in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

20.2. Nothing in this clause 20 shall limit the right of Sonobex to take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdiction preclude Sonobex from taking proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.