

# Sony DADC ('the Company') - TERMS OF SALE

1. The terms and conditions set out below shall apply without variation to every contract entered into by the Company for the supply of goods unless a variation thereto is expressly agreed in writing by a director of the Company. These terms and conditions shall apply notwithstanding any inconsistency between them and the terms and conditions of any form of contract sent by the customer of the Company.
2. The Company will endeavour to adhere to any delivery dates agreed but does not guarantee that any goods will be delivered by such dates and the Company shall not be liable for any loss or damage of any kind howsoever arising by reason of any failure on the part of the Company to deliver at such stated dates.
3. Goods delivered will be deemed accepted by the customer and as fully in accordance with the accompanying Advice Notes unless the Company is given notice in writing of rejection or claim for damage or loss or wrong delivery of goods within seven days of the date of invoice.
4. The Company will not be responsible for any loss or damage of goods after delivery, and risk, as distinct from property in them, shall pass to the customer on delivery.
5. (a) The property in any goods supplied by the Company to the customer shall not pass to the customer until the date when the customer has paid the Company all monies owing on account. Until that date the customer shall be entitled to dispose of the goods by way of bona fide sale to third parties, but in the event the customer will hold the proceeds of the sale of any such goods upon the trust of the Company. If so required by the Company the customer shall segregate and store all goods delivered hereunder in such a way as they can be recognised as the property of the Company.  
  
(b) If the customer shall default in any obligation to the Company hereunder or under any other order or contract with the Company or if this order becomes terminable by the Company, the Company may:-
  - (i) at any time and without notice itself or by its employees or agents retake possession of the goods and the customer hereby gives consent to the Company for this purpose freely to enter upon the premises occupied by or under the control of the customer; and/or
  - (ii) direct the customer to account to it for the full amount of the proceeds of sale by the customer of the goods; and/or
  - (iii) terminate the authority of the customer to sell or deal with the goods.
6. (a) Payments shall be made by the customer to the Company for all goods (including value-added-tax) within the terms stated on the face of the invoice.

- (b) Failure by the customer to make payment hereunder by the due date shall entitle the Company at its option to cancel or suspend all trading arrangements without prejudice to any other rights the Company may have against the customer.
  - (c) Any costs incurred in collecting the amount of the invoice, whether by legal proceedings or otherwise shall be recoverable as part of the debt.
  - (d) The Company shall be entitled at its discretion to charge interest on any overdue amount at a rate equal to 2.5% above the base rate of Nat West Bank from time to time in force.
7. (a) The price of goods sold and purchased hereunder shall be fixed from time to time by the Company and, in the event of price changes between the date of the customer's order and the date of delivery, the customer shall elect either to pay the price in effect on the delivery date or cancel that order.  
  
(b) Prices are shown on invoice net of all discounts given and are exclusive of VAT and all other tax and duty which, if applicable, will be charged separately at the applicable rate. All invoices must be paid in full without deduction or set off.
  8. Goods are supplied on the express understanding that they shall not be without prior written consent of the Company be exported to countries outside the European Union and they shall not be advertised or promoted in countries other than the United Kingdom and Republic of Ireland.
  9. The Company's liability for materially defective goods shall be limited to replacing the goods at the Company's election, giving credit therefore providing they were purchased directly from the Company and returned promptly for verification. No credit or replacement will be given unless and until goods so returned have been verified as being materially defective. In any event, no goods will be accepted for verification unless accompanied by the applicable "faulty" report form properly completed. The Company reserves the right to recover the costs incurred in cases where the returned goods prove not to be materially defective. The Company will not accept any liability for damage as a result of wear and tear or damage as a result of misuse.
  10. The Customer shall exercise due diligence in protecting the copyright of the goods, so far as it lies in its power, including the prompt reporting of illegal copying that comes to its notice or contravention of the copyright restriction notices appearing on the goods.
  11. In respect of goods which are video cassettes you shall not alter, edit or add to the sight and sound recordings thereon (including but not limited to advertisements or promotional material in relation to the marketing of any product).
  12. These terms and conditions shall be governed by and construed according to English law.

**RETURNS POLICY AND  
PROCEDURES  
IMPORTANT DOCUMENT**

As referred to in our Terms of Sale

<http://www.sonydadc.com/services.supplychain.uk.go>

## **IMPORTANT**

Please read these notes before you attempt to return any product to SONY DADC UK LTD ("SONY DADC"). It is a Condition of Sale that you comply in full with all aspects of our returns procedure. These notes have been compiled in order to assist you when making returns to SONY DADC. In default of (your) compliance, we reserve the right to reject any claim (in which case you will be deemed to have accepted the goods).

## **GENERAL POINTS**

**All types of returns must be authorised before any product can be returned. No product can be returned without an accompanying Returns Authorisation Number.**

1. All requests for returns must be addressed to our Customer Services Department:  
By Email: [enfield.returns@sonydadc.com](mailto:enfield.returns@sonydadc.com)  
By telephone: **0870 241 5160**

**PLEASE NOTE: Product should not accompany any request – any product received in this manner will not be credited or returned.**

2. When a returns request has been agreed and accepted, SONY DADC will raise and mail to the customer a uniquely numbered Returns Authorisation form, which will show all products authorised for return. This number should be used in all communication regarding this transaction.
3. The Returns Authorisation form will give details of authorised product in company and label order. Rejected items will also be listed with a brief summary of why the item has been rejected.
4. Full details of the reasons for rejection will be held on our system, and will be supplied on request. However, please note that such a request will be subject to charge.
5. Return of the goods is the responsibility of the Customer. Care should be taken to ensure the parcel is correctly addressed and a receipt obtained from the carrier. SONY DADC has an arrangement with their carrier to collect Faulty or Supply Error returns only. The customer is responsible for arranging carriage and all charges on all other returns types.
6. The Returns Authorisation form must accompany the returned goods.
7. Only authorised goods as detailed on the form should be returned. **Excess product will not be credited or returned.**

8. It should be ensured that product always relates to the form enclosed with the parcel. If more than one return is being prepared, care should be taken not to mismatch the product or forms. If more than one parcel is returned these should be marked 1 of 2, 2 of 2, etc. The Returns Authority number should be clearly marked on all parcels.
9. Faulty goods must be stickered and the fault(s) identified.
10. With the exception of Faulty/Damaged product, all other products must be received at SONY DADC in a condition suitable for immediate resale. Upon receipt we reserve the right to examine the product and those items found to be acceptable will be credited. Damaged, defaced or stickered product cannot be accepted and will not be credited or returned.
11. Returns Authorisation are valid for 45 days from date of issue by SONY DADC. This date will be clearly shown on the Returns Authorisation. Product must be received at the SONY DADC Distribution Centre by this date. **Any product received after the due date will not be credited or returned.**
12. A credit note will be issued after receipt and acceptance of the returns parcel.
13. **Under no circumstances will SONY DADC accept any deduction from any current monies owing.**
14. **Multiple stores only:** all returns should be made against branch accounts only.

## **PROCEDURES**

Returns fall under the following headings:

<b>Authorised</b>	Sale or Return Special Arrangement with Label
<b>Faulty</b>	Goods with a manufacturing defect
<b>Privilege</b>	Where a percentage of the value of certain lines entitles you to return goods up to this value
<b>Supply Errors</b>	<u>Duplicated</u> : where the same order is received twice <u>Input Errors</u> : where the wrong catalogue number or quantity appears on your advice note <u>Picking Errors</u> : where the advice note carries the correct information but the goods or quantity received do not match <u>Damaged</u> : where goods are received with damaged packaging. However please note that we do not provide free replacement cases

## **'AUTHORISED' RETURNS PROCEDURE**

1. Contact our Customer Service Department and request a Returns Authorisation for an Authorised return.
2. You will be asked for details of the product to be returned. The Authorisation request will be sent to the relevant label for approval and confirmation as to whether or not you are entitled to return the product.
3. **You must not return any product at this stage.**
4. A Returns Authorisation form will be raised carrying pre-printed details of catalogue numbers and quantities which you may return. Only these catalogue numbers will be accepted and the authorised quantities must not be exceeded. Excess items will not be credited or returned. Please do not return items advised as rejected on your Authorisation form.
5. Pack and despatch through your nominated carrier your parcel to arrive before the "valid until" date on the form, ensuring a copy of the form is enclosed.
6. All product must be received at SONY DADC in a condition suitable for immediate resale. Upon receipt we reserve the right to examine the product and those items found to be acceptable will be credited. Damaged, defaced or stickered product cannot be accepted and will not be credited or returned.
7. The credit value will be calculated on confirmed sales made up to your account of that catalogue number and this will include those items supplied with differing discount levels.

## **'FAULTY' RETURNS PROCEDURE**

1. In the event of a manufacturing fault, complete a Faulty Product sticker indicating details of the alleged fault and attach to the item.
2. Contact our Customer Service Department and request a Returns Authorisation for a Faulty return.
3. Give details of the product that you have found to be faulty. Product that has been deleted for more than six months or from a label now with another distributor will not be eligible for return.
4. **You must not return any product at this stage.** The Returns Authorisation number will appear on your Returns Authorisation form and will be referred to on your credit note.
5. An authorisation form will be raised carrying pre-printed details of catalogue numbers and quantities which you may return: only these catalogue numbers will be accepted and the authorised quantities must not be exceeded. **Excess items will not be credited or returned.** Please do not return items advised as rejected on your Authorisation form.
6. Pack and make ready your parcel for despatch ensuring a copy of the form is enclosed. Contact your local DHL depot quoting the Returns Authorisation number, who will collect the parcel and deliver to SONY DADC Distribution Centre at SONY DADC's expense.
7. Upon receipt we reserve the right to examine the product for the faults described. SONY DADC will issue a credit for (or replace) those items found to be faulty. We reserve the right to reject product with induced faults or any items within commercially acceptable manufacturing limits.  
  
**Should the level of `faulty' returns exceed an acceptable level, SONY DADC reserve the right, pending further investigation, to suspend further Returns Authorisations.**
8. The credit value will be calculated on confirmed sales made to your account of that catalogue number and this will include those supplied with differing discount levels.

## 'PRIVILEGE' RETURNS PROCEDURE

Certain labels / product lines, from time to time, generate a privilege returns allowance, i.e. goods to an equivalent value of a percentage of the goods purchased can be returned for credit. Customers can be advised of their entitlement value by arrangement.

1. Contact our Customer Service Department and request a Returns Authorisation for a **Privilege return**.
2. As only certain catalogue numbers and quantities which you may return, a search of the system will confirm whether or not you are entitled to return the product.
3. You must not return any product at this stage. A Returns Authorisation form will be raised carrying pre-printed details of catalogue numbers and quantities which you may return. Only these catalogue numbers will be accepted and the authorised quantities must not be exceeded. **Excess items will not be credited or returned.** Please do not return items advised as rejected on your Authorised form.
4. Pack and despatch through your nominated carrier your parcel to arrive before the "valid until" date on the form, ensuring a copy of the form is enclosed.
5. All product must be received at SONY DADC in a condition suitable for immediate resale. Upon receipt we reserve the right to examine the product and those items found to be acceptable will be credited. Damaged, defaced or stickered product cannot be accepted and will not be credited or returned. The credit value will be calculated on confirmed sales made to your account of that catalogue number and this will include those supplied with differing discount levels.

## **'SUPPLY ERROR' RETURNS PROCEDURE**

1. Such errors must be notified immediately to our Customer Service Department and confirmed in writing within **seven days** of delivery. Parcels received in an obviously damaged condition should be indicated as such on the delivery driver's manifest **at the time of receipt**.
2. In the case of non-receipt of an order, you must notify our Customer Service Department within seven days of receiving your invoice.
3. When notifying SONY DADC of a 'Sent in Error' you will be asked for details of the error and the advice note number concerned. SONY DADC will investigate the claim and if satisfied will issue a Returns Authorisation. In the case of non-receipt a credit will be issued.
4. **You must not return any product at this stage.**
5. An authorisation form will be raised carrying pre-printed details of the catalogue numbers and quantities which you may return: only these catalogue numbers will be accepted and the authorised quantities must not be exceeded. Excess items will not be credited or returned. Please do not return items advised as rejected on your Authorisation form.
6. Pack and make ready your parcel for despatch ensuring a copy of the form is enclosed. Contact your local DHL depot quoting the Returns Authority number, who will collect the parcel and deliver to SONY DADC Distribution Centre at SONY DADC's expense.

The credit value will be calculated on confirmed sales made to your account of that catalogue number and this will include those supplied with differing discount levels.