

Terms and Conditions of Business

1. Interpretation

"Aggressive Audio" shall mean Aggressive Audio and reference shall include its servants, agents or contractors or any other person for whose acts or omissions Aggressive Audio may be liable in law.

"Client" shall mean the entity or person's name appearing on the Order Form/Quotation.

Any reference to the "Equipment" and "Services" shall mean the equipment and services listed in the quotation and supplied to the client in terms of this Agreement.

2. Terms & Conditions to prevail

The terms and conditions contained herein shall constitute the sole terms of the Agreement between Aggressive Audio and the client.

No amendment or consensual cancellation of the Agreement, extension of time, waiver or relaxation or suspension of any of the provisions or terms of the Agreement shall be binding on the parties unless recorded in writing and signed by management of Aggressive Audio.

3. Warranties & Indemnities

No warranties, guarantees or representations, express or implied or tacit whether by law, contract or otherwise or whether they induced the contract or not, which are not set forth in this Agreement, shall be binding on Aggressive Audio, the client irrevocably waiving any right it may have to rely thereon.

The parties agree that Aggressive Audio shall have no liability in respect of any injury, loss or damage (direct, indirect or consequential) arising out of the use of, or inability to use, any of the equipment and services and whether or not occasioned by Aggressive Audio's negligence (gross or otherwise) or any act or omission on its part. Without limiting the foregoing, Aggressive Audio does not warrant that the equipment and / or services will be fit for the purposes for which they are to be used by the client (notwithstanding that the use of which the client intends to put the equipment and services is known to Aggressive Audio).

The client shall have no claim of any nature whatsoever whether for damages, or omission of the contract price, cancellation or otherwise, against Aggressive Audio, its servants, agents or others on whose behalf Aggressive Audio will be liable, in respect of any loss or damage sustained by the client of any nature whatsoever or any damage caused to the assets of the client or assets kept on its premises by any third parties or in regard to the client's business or sustained by any of its customers, howsoever caused, (gross or otherwise), act or omission of Aggressive Audio, its servants, agents or others from whom it may be liable in law.

Aggressive Audio takes no responsibility for any injury or loss of life during the hire period.

4. Addresses & Notices

The Street addresses supplied by the client on the quotation and order will be regarded as client's chosen address where notices may be given and documents and legal proceedings may be served.

Client must notify Aggressive Audio in writing immediately if it's chosen address changes.

Any notice to Aggressive Audio should be faxed to its office and confirmed by telephone with the consultant dealt with at:

Fax no. 021 919 5223.

5. Cession

Only Aggressive Audio shall be entitled, without notice to the client, to cede and assign its rights and obligations which it may have in terms of this Agreement to any third party.

6. Payment

Accounts are due and payable as prescribed in the quotation and if not so prescribed on presentation of invoice.

Payments are payable by the client to Aggressive Audio in cash, in SA currency without deduction or set off and free of any exchange.

The client shall pay interest on all overdue accounts at the rate of 7% per month.

7. Legal Proceedings / Costs

The client shall be liable for all costs incurred by Aggressive Audio in the recovery of any amounts or the enforcement of any rights which it has hereunder on an attorney and own client scale and costs of counsel as on brief whether incurred prior to or during the institution of legal proceedings or if Judgement has been granted in connection with the enforcement of such Judgement.

Client consents that Aggressive Audio may sue in a Magistrate's Court, even if its claim against the client exceeds the jurisdiction of the Magistrate's Court.

8. Breach / Cancellation

Should the client fail, refuse or neglect to make payment of any amounts due and payable in terms of the quotation, Aggressive Audio shall be entitled in addition to any other rights or remedies it might have in law, to:

- immediately cancel the Agreement on written notice;
- remove its equipment without hindrance;
- institute an action for damages.

If this Agreement is cancelled by the client for any reason whatsoever, more than seven (7) calendar days prior to the booked date, the deposit (if any) will be forfeited to Aggressive Audio.

If this Agreement is cancelled by the client for any reason whatsoever, less than seven (7) calendar days prior to the booked date, the deposit (if any) will be forfeited to Aggressive Audio and the balance of the contract price as listed on the quotation shall become due and payable by the client.

9. Client's Obligations

Client shall ensure that all addresses of venues, job dates and equipment specifications are correct.

Client undertakes to provide access to the installation site. If access is not provided and installation is not completed by Aggressive Audio at the stated date, client records that Aggressive Audio will not incur any liability for any delay as a result.

Client shall provide 24 hours continuous security for Aggressive Audio's equipment for the whole duration of the period equipment is supplied to the client by Aggressive Audio. The costs of security will be entirely for client's account.

The client warrants that all relevant permits or permissions necessary to hold an event have been granted. Client furthermore confirms that Aggressive Audio shall in no way be required to apply or obtain any permit or permission from any authority or person whatsoever in order for it to comply with its obligations in terms of this Agreement.

Client shall be responsible for any loss or damage to Aggressive Audio's equipment after erection and installation on site until the equipment is removed by Aggressive Audio.

10. "Dry-Hires"

Any damage to; or loss of; Aggressive Audio's equipment during the hire period or while in the clients care, will be repaired, or replaced at full retail value if irreparable, on the clients own expense at a company chosen by Aggressive Audio.

Aggressive Audio will not be liable for any loss whatsoever, arising out of the non-delivery or failure of equipment howsoever arising.

Aggressive Audio takes no responsibility for any injury or loss of life during the hire period

Equipment will always stay the property of Aggressive Audio.

A full daily rate will be payable / invoiced after 4-hours after delivery / collection of equipment and for every day the equipment is returned late.

A cancellation fee of 50% will be charged if cancelled within 4 hours after delivery / collection.

11. General

These terms and conditions will be governed by South African law.

All quotations are only valid for a period of fourteen (14) days of the date stated on the quotation.

All quotations and orders are subject to standard terms and conditions of business.