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# **SALES & INSTALLATION AGREEMENT**

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**BETWEEN**

**WOODSTOCK ELECTRONICS LIMITED**

**A N D**

**PROSPECTIVE CLIENT**

**DATED THIS.....DAY OF.....20\_\_**

THIS AGREEMENT is made this ..... day of ..... 20\_\_.

**BETWEEN:**

**WOODSTOCK ELECTRONICS NIGERIA LIMITED**, a private limited liability company registered under the laws of the Federal Republic of Nigeria, with its offices at 59 Ademola Street, SW Ikoyi, Lagos, (referred to below as "**Woodstock**"), which expression shall where the context so admits include its affiliates, subsidiaries, successors-in-title and assigns) of the one part.

**AND**

**PROSPECTIVE CLIENT**, a private individual with her residential property development at XXXXX XXXXXXXX XXXXXX (referred to below as "**The Client / The Buyer**") which expression shall where the context so admits includes her affiliates, subsidiaries, successors-in-title and assigns of the other part.

Woodstock Electronics and the Prospective Client are collectively referred to below as "the Parties" and individually as "the Party".

**WHEREAS:**

- (i) Woodstock Electronics is a company with expertise in the provision of integrated audio visual and custom electronic solutions.
- (ii) The Buyer wishes to buy Goods & Services from Woodstock and Woodstock wishes to sell the Goods & Services to the buyer.
- (iii) The Parties now wish to define the obligations of both parties and record the terms and conditions to govern the relationship between them

**NOW THEREFORE**, the Parties hereby agree as follows:

**1 Definition**

In these terms:

"Authorized Representative" means

"Buyer" means the person who accepts Woodstock's written quotation for the sale of the Goods or whose written order for the Goods is accepted by Woodstock.

"Day" means a day other than a Saturday, Sunday or a public holiday on which banks are open for business in the Federal Republic of Nigeria;

"Goods & Services / Goods" means the goods and services which Woodstock is to supply as itemised in the purchase order and in accordance with these terms

"Writing" and any similar expression, includes facsimile transmission, electronic mail and other forms of electronic communication.

"Initial deposit" means **80%** of the total purchase price.

"Main Contractor" (where applicable) means XXXXX (XXXXX) referred to in this Agreement.

Words imputing the singular number include the plural number and vice versa.

Words imputing persons shall be construed as a reference to any individual firm

company body corporate government state or state entity or any association or partnership (whether or not having separate legal personality) or any two or more of the foregoing.

The headings in these terms are for convenience only and shall not affect their interpretation.

## **2 Basis of the sale**

The Buyer shall order from Woodstock, the Goods & Services it wants to purchase and Woodstock shall prepare a proposal based on the Buyer's agreed requirements and provide the Buyer with an invoice for the cost of the Goods & Services and installation.

No variation of these terms shall be binding unless agreed in writing between the authorised representatives of the Buyer and Woodstock.

Any typographical, clerical or other error or omission in any sales literature, quotation, invoice or other document or information issued by Woodstock shall be subject to correction within forty-eight (48) hours of the error being brought to the attention of Woodstock.

## **3 Orders and Specifications**

No order submitted by the Buyer shall be deemed to be accepted by Woodstock unless and until confirmed in writing by Woodstock's authorised representative.

Woodstock shall not be responsible to the Buyer for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer and for giving Woodstock any necessary information relating to the Goods & Services within a sufficient time to enable Woodstock to perform the contract in accordance with the agreed terms.

The quantity, quality and description of the Goods & Services and any specification for them shall be as set out in Woodstock's invoice or the Buyer's order.

No contract which has been accepted by both Parties may be cancelled by the Buyer except with an agreement in writing of Woodstock and on the condition that the Buyer shall indemnify Woodstock in full against all loss, costs (including the cost of all labour and materials used), damages, charges and expenses incurred by Woodstock as a result of such cancellation.

## **4 Price of the Goods & Services**

The price of the Goods & Services shall be Woodstock's quoted sum on the invoice.

## **5 Terms of Payment**

5.1 As agreed between both Parties, the Buyer shall pay **Eighty per cent (80%)** of the total contract sum of **XXXXX (US\$XX.XX)** as initial deposit (the 'initial deposit') and in part payment of the total contract sum within thirty (30) days of placing its order\* and time for payment shall be of the essence. [\*Quotation is valid for thirty (30) days after submission]

A further **Twenty per cent (20%)** will be paid upon the arrival of the Goods (Stage 2). Another **Twenty per cent (20%)** will be paid at least 6 weeks before the agreed estimated completion date of the project and the final **Ten per cent (10%)** balance to be paid on the successful

completion, testing and hand-over of the installation.

5.2 If no payment is made by the due date then without prejudice to any other right or remedy available to and in addition to any other rights that Woodstock may possess, Woodstock shall be entitled to:

5.2.1 terminate the Contract or suspend any further deliveries of Goods and/or the provision of any further Services to the Buyer; and/or

5.2.2 at any time require the Buyer to deliver up the Goods to Woodstock and repossess the Goods and any costs incurred by Woodstock in obtaining and transporting the Goods to its own premises shall be paid by the Buyer.

5.3 Installation time delays on the part of the Buyer would incur additional charges.

## **6 Delivery**

Woodstock stipulates a delivery timeline for the Goods of **6 weeks from the receipt of the initial deposit** from the Buyer.

Woodstock shall not be bound to deliver the Goods until the Buyer has paid the initial deposit.

Any dates quoted for delivery and installation of the Goods, are approximates only.

Woodstock reserves the right to replace specific equipment with a suitable alternative where necessary due to incompatibility, discontinuations, etc. Woodstock may not be held liable for any product discontinuations by a manufacturer.

Delivery of the Goods shall be deemed to have occurred when Woodstock hands over the Goods in a fully installed, commissioned and functional state (where applicable) to the Buyer.

Woodstock may use discerning photographs of the completed installation for promotional purposes.

## **7 Installation**

Installation shall commence immediately upon arrival of the Goods unless otherwise agreed in writing between the Parties. Woodstock shall carry out the installation, supervision and commissioning of the products with the aid of its technicians and engineers.

Woodstock reserves the right to use subcontractors in the performance of its services and will be responsible for the acts and omissions of any subcontractor so engaged.

## **8 Sub-contract with Main Contractor (where applicable)**

Woodstock shall enter into a sub-contract with XXXX for the supply and installation of the Goods under this Agreement. Certification by XXXX to the Buyer of due execution of Woodstock's obligations under this Agreement shall be a condition precedent to payment as prescribed in Clause 5 of this Agreement.

## 9 Warranties

Subject to the following provision, Woodstock warrants that the Goods will correspond with the specification at the time of delivery and installation and will be free from defects in material for a period of **twelve (12) months from the date of delivery** to Buyer.

The above warranty is given by Woodstock subject to the following conditions:

Woodstock shall be under no liability in respect of any defect in the Goods supplied by the Buyer, power fluctuations or from fair wear and tear. The warranties are rendered invalid as a result of acts of wilful damage, overloading, negligence, unauthorised tampering of equipment and abnormal working conditions.

Woodstock shall be under no liability under the above warranty if the total price of the Goods has not been paid by the due date for payment.

A claim by the Buyer which is based on the failure to correspond with specification shall be notified to Woodstock within seven (7) days from the date of delivery. If delivery is not refused, and the Buyer does not notify Woodstock accordingly, the Buyer shall not be entitled to reject the Goods and Woodstock shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the contract.

## 10 Entire Agreement

This instrument, together with any attachments specifically made a part of this Agreement and any documents incorporated in such attachments by reference, embodies the whole agreement of the Parties relating to the subject matter of this Agreement and supersedes any and all prior oral or written specifications, communications and agreements by or on behalf of the Parties.

This Agreement may not be varied by any purchase order, acknowledgment, confirmation, invoice, or shipping document issued by either Party. Any amendments or modifications of this Agreement must be in writing and signed by the Parties to be binding.

## 11 Severability

This Agreement will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of this Agreement is held to be invalid or unenforceable to any extent, then such:

(i) provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision; (ii) provision will be void to the extent it is held to be invalid or unenforceable; (iii) provision will remain in effect to the extent that it is not invalid or unenforceable; and (iv) such invalidity or unenforceability will not affect any other provision of this Agreement or any other agreement between the Parties.

**12 Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria.

The Parties shall use their best endeavours to settle any dispute or difference of opinion between them, arising from or in connection with this Agreement amicably through mutual discussion.

If the dispute is not settled by negotiation within twenty-one (21) days of the commencement of such negotiations or within a longer period as agreed to by the parties, the dispute, difference or claim shall be referred to the Lagos Multi-Door Courthouse (LMDC) for mediation which shall be conducted in accordance with the LMDC Mediation Procedure Rules or such other rules mutually agreed by the parties.

Where such dispute is not amicably resolved within fourteen (14) days upon referral to the Mediator, the dispute shall be referred to arbitration. Arbitration shall be conducted by a single arbitrator to be agreed on by the Parties, and where both Parties are unable to agree on a sole arbitrator either Party shall apply to the Chief Judge of Federal High Court who shall then appoint a sole arbitrator. The Arbitration proceedings shall binding on the Parties.

The Arbitration proceedings shall take place in Lagos, Nigeria, and shall be conducted in English language, and shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act Cap.A-18, Laws of the Federation of Nigeria 2004.

Each Party shall bear its own costs and would be liable to contribute the same amount in respect of fees to be paid to the Arbitrator.

Any arbitral award shall be final and binding on the Parties.

**IN WITNESS WHEREOF** the Parties, by their duly authorised representatives have executed this Agreement the day and year written above.

**WOODSTOCK ELECTRONICS LIMITED**

**PROSPECTIVE CLIENT**

By  
Signature:.....  
Name:.....  
Title: .....  
Date: .....

By  
Signature:.....  
Name:.....  
Title:.....  
Date:.....