

Terms And Conditions For The Supply Of Goods And Services

1 Interpretation

1.1 In these Conditions:

CLIENT means the person named on the Specification Sheet for whom the Supplier has agreed to provide the Specified Service in accordance with these Conditions

CONTRACT means the contract for the provision of the Specified Service and the supply of the Specified Goods

DOCUMENT includes, in addition to a document in writing, any map, plan, graph, drawing or photographs, any film, negative, tape or other device embodying visual images and any disc, tape or other device embodying any other data

SPECIFICATION SHEET means the sheet to which these Conditions are appended

SPECIFIED GOODS means the goods to be supplied by the Supplier to the Client and referred to in the Specification Sheet

SPECIFIED SERVICE means the service to be provided by the Supplier for the Client and referred to in the Specification Sheet

SUPPLIER means P&C Communications Limited (registered in England under number 2998774)

SUPPLIER'S STANDARD CHARGES means the charges shown in the Suppliers quotation or other published literature relating to the Specified Service and Specified Goods from time to time

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

2 Supply of the Specified Service and Goods

2.1 The Supplier shall provide the Specified Service and supply the Specified Goods to the Client subject to these Conditions. Any changes or additions to the Specified Service and Specified Goods or these Conditions must be agreed in writing by the Supplier and the Client.

2.2 The Client shall at its own expense supply the Supplier with all necessary Documents or other materials, and all necessary data or other information relating to the Specified Service and Specified Goods, within sufficient time to enable the Supplier to provide the Specified Service and Specified Goods in accordance with the Contract.

2.3 The Client shall at its own expense prepare the Client's premises for installation of the Specified Goods and provide proper environmental and operational conditions for the efficient working and maintenance of the Specified Goods.

2.4 The Specified Service and the Specified Goods shall be provided and supplied in accordance with the Specification Sheet and otherwise in accordance with the Supplier's quotation or other published literature relating to the Specified Service and Specified Goods from time to time, subject to these Conditions.

2.5 The Supplier may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Specified Service and Specified Goods without any liability to the Client.

2.6 The Supplier may at any time without notifying the Client make any changes to the Specified Service and Specified Goods which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Specified Service or Specified Goods.

2.7 The cancellation or rescheduling of delivery / installation dates following receipt of the Clients official purchase order is subject to the prior written agreement of the Supplier

3 Charges

3.1 Subject to any special terms agreed, the Client shall pay the Suppliers Standard Charges and any additional sums which are agreed between the Supplier and the Client for the provision of the Specified Service and the supply of the Specified Goods or which, in the Suppliers sole discretion, are required as a result of the Clients instructions or lack of instructions, the inaccuracy of any or any other cause attributable to the Client.

3.2 The Supplier shall be entitled to vary the Suppliers Standard Charges from time to time by giving not less than one months written notice to the Client.

3.3 All charges quoted to the Client for the provision of the Specified Service are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate from time to time.

3.4 Subject to any variation agreed in writing by the Supplier the Standard Charges shall be invoiced to the Client in accordance with the specification sheet or if the specification sheet does not refer to the invoicing of the Standard Charges they shall be invoiced and paid as follows:-

3.4.1 The Supplier's Standard Charges and any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax, and without any set-off or other deduction) within 28 days of the date of the Suppliers invoice unless otherwise agreed by the Supplier in writing in advance of receiving the Clients official purchase order. Time shall be the essence for payment.

3.4.2 Unless otherwise specified overleaf for order for the Specified Goods only the Specified Charges shall be invoiced on delivery

3.7 If payment is not made on the due date, the Supplier shall be entitled, without limiting any other rights it may have:-

3.7.1 to charge interest on the outstanding amount (both before and after any judgement) at the rate of 2% above the base rate from time to time of HSBC Bank plc from the due date until the outstanding amount is paid in full; and/or

3.7.2 cancel the contract or suspend deliveries to the Client of the Specified Goods.

4 Documents

4.1 The Client warrants that the Documents and any specification contained in the Specification Sheet provided by the Client and that its use by the Supplier for the purpose of providing the Specified Service and supplying the Specified Goods will not infringe the copyright patent or other rights of any third party, and the Client shall indemnify the Supplier against any loss, damages, costs, expenses or other claims arising from any such infringement.

5 Delivery and Installation

5.1 On the date provided in the Specification Sheet for delivery of the Specified Goods and carrying out the Specified Service or such other date as is agreed by the Supplier the Supplier shall deliver the Specified Goods to the Client premises and the Supplier shall carry out the Specified Service and install the Specified Goods at such Premises.

5.2 The time for carrying out these Specified Service and delivery and installation of the Specified Goods shall not be of the essence to this agreement.

5.3 The Client shall accept (and in default shall be deemed to accept) the Specified Goods upon the date that the Supplier informs the Client that it has carried out the Specified Service and the Specified Goods have been installed.

5.4 The legal and beneficial ownership of the Specified Goods shall pass to the client on payment in full and in cleared funds of all the Standard Charges and any other sums which may then be due under this agreement.

5.5 Risk in the Specified Goods shall pass to the Client on delivery of the Specified Goods to the Client's premises and accordingly the Client shall be responsible for insuring the Specified Goods against all normal risks with effect from the time risk passes.

6 Warranties and Liability

6.1 The Supplier warrants to the Client that the Specified Service and Specified Goods will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Specification and at the intervals and within the times referred to in the Specification Sheet. Where the Supplier supplies in connection with the provision of the Specified Goods any goods supplied by a third party, the Supplier does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to the Supplier.

6.2 The Supplier shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Document or other materials supplied by the Client or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

6.3 Except in respect of death or personal injury caused by the Supplier's negligence, or as expressly provided in these Conditions, the Supplier shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Supplier, its servants or agents or otherwise) which arise out of or in connection with the provision of the Specified Service and the supply of the Specified Goods or their use by the Client, and the entire liability of the Supplier under or in connection with the Contract shall not exceed the amount of the Supplier's charges for the provision of the Specified Service and supplying the Specified Goods, except as expressly provided in these Conditions.

6.4 The Supplier shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations in relation to the Specified Service and Supply the Specified Goods, if the delay or failure was due to any cause beyond the Supplier's reasonable control.

6.5 Without prejudice to the foregoing the supplier shall, so far as it able to do so, assign the benefit of any warranties assurances or guarantees from the manufacturers of the Specified Goods (including any firmware) as to the year 2000 conformity but other than such assignment the Supplier makes no representations or warranties as to performance or functionality of the Specified Goods not being affected by dates prior to, during and after the year 2000.

6.6 The Supplier will not be liable to the Client for any call charges resulting from the use of ISDN, PSTN, or similar, by the Client or the Clients Communications Network

7 Termination

7.1 Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.

8 General

8.1 These Conditions (together with the terms, if any, set out in the Specification Sheet) constitute the entire agreement between the parties, supersede any previous agreement or understanding any may not be varied except in writing between the parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

8.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

8.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision/

8.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

8.5 English law shall apply to the Contract, and the parties agree to submit to the nonexclusive jurisdiction of the English courts.

9 Not included in the price unless quoted overleaf :-

- 9.1 Installation/Configuration
- 9.2 Maintenance/Technical Support
- 9.3 Delivery
- 9.4 Any Extra Cables
- 9.5 Documentation
- 9.6 Cabinets/Patch Panels
- 9.7 Additional Hardware and Services
- 9.8 Telecommunications Carrier Services and Management
- 9.9 Project Management and Consultancy
- 9.10 Software/Memory Upgrades
- 9.11 Sustainance/Hotel Costs
- 9.12 Mileage/Travelling expenses