

## TERMS OF SALE AND INSTALLATION

### 1. Basis of This Contract

1.1. In these terms the "Company" means, United Network Solutions Limited of Tele House Borehamwood Enterprise Park Borehamwood, Hertfordshire WB6 4RU (the "Premises") and the "Buyer" means any person placing an order with the Company for the purchase and/or installation of goods as from time to time agreed or specified overleaf (together defined as "Goods"). In relation to the provision of installation and other services, references to Goods shall be construed as references to services, references to delivery as reference to the time for performance, and reference to the quality of goods as reference to the quality of the services, the materials used to perform them and the quality of finished item or work.

1.2. A contract under which the Company shall sell goods to the Buyer shall only come into existence once the Company has received and accepted the Sales order form overleaf which, if a quotation has been issued, must be within any time specified in it and until acceptance the Company shall be under no obligation to the Buyer.

1.3. The contract comprised by these terms and any particulars specified overleaf and upon the Company's Quotation and/or Acceptance of Order Form (if any) shall be the entire contract between the Company and the Buyer ("This Contract").

a. Any other terms, conditions or provision whether proposed by the Buyer orally or in writing shall be of no effect and the sale of Goods by the Company to the Buyer shall not constitute acceptance of such other terms, conditions or provisions.

b. Unless specifically agreed in writing and signed by a Director of the Company, information and advice given orally or contained in the Company's publicity material, advertisements and catalogues and in correspondence between the Company and the Buyer before the date of this Contract is given gratuitously and without responsibility on the part of the Company and shall not form part of this Contract.

c. Unless stated in this Contract or expressly agreed in writing and signed by a Director of the Company, no term, condition, warranty or representation (whether express or implied by statute law, custom or usage) as to the nature, quality or fitness of the Goods or their conformity with any description or sample is given by the Company, or shall form part of any contract between the Company and the Buyer.

d. The terms of this Contract shall override and supersede any previous negotiations, agreement or arrangement between the Company and the Buyer in relation to the supply of Goods.

e. Unless the Company otherwise agrees in writing the terms of this Contract shall apply to all future agreements for the sale of goods or supply of services from the Company to the Buyer.

1.4. Only a Director may make representations on behalf of the Company in respect of matters to which this Contract related and such representation must be written to bind the Company. No other person is authorised by the Company to make representations on its behalf. Any other representation made by or on behalf of the Company prior to the date of this Contract is withdrawn.

1.5. The Company may engage subcontractors to perform any part of this Contract.

### 2. Prices

2.1. The Company will endeavour to maintain the prices shown overleaf but may alter its prices without notice both before and after acceptance of the Buyer's order to take account of changes in the Company's costs. All goods will be charged for at prices current at the time of delivery.

2.2. The Company shall, in particular, have the right to increase prices to reflect any increase in its costs resulting from:

a. Any alterations in or addition to the Buyer's requirements;

b. Any interruptions, delays, or additional or overtime work arising from causes for which the Company is not directly responsible;

c. Any increase in (or new) tax, duties or levies (including VAT) imposed on the Goods.

2.3. Prices unless otherwise shown overleaf do not include any applicable VAT or other duties or Taxes which may be chargeable in connection with the supply of the Goods to the Buyer which the Buyer shall pay in addition to the price.

2.4. The Buyer shall make full payment for the Goods as invoiced by the Company only by means of the various instalments and in the manner specified in the "Payment Profile" section overleaf provided always that the liability of the Buyer therefor shall be free of any counterclaim, set-off or other encumbrance whatsoever and shall not be reduced or postponed to any extent by the acts or omissions of any agent, subcontractor or other third party acting on behalf of the Company or by any other event or reason beyond the direct control of the Company.

2.5. The Company shall have the right to invoice the Buyer for a partial delivery of the Goods.

2.6. If full payment is not made on the due date then interest shall thereafter be payable on the outstanding balance both after as well as before any judgement at the rate of 4 per cent each month above Courts & Co. Base Lending Rate from time to time in force compounded monthly until payment.

2.7. The Buyer shall not be entitled to withhold payment of any invoice by reason of any right of set off or any claims or dispute with the Company, whether relating to the quality or performance of the Goods or otherwise.

2.8. Any advance payment made by the Buyer, at the Company's request, shall be held by the Company as a deposit and not as part payment.

2.9. The Company shall have the right to suspend performance of its obligations under this Contract if it reasonably believes that the Buyer will not make payment in accordance with this paragraph 2.

### 3. Delivery and Installation

3.1. Dates and times given for completion or delivery of Goods or of any stage or process are (whatever the method of delivery) given as estimates only and shall not constitute a term or condition of any condition of any contract between the Company and the Buyer. Time shall not be of the essence. While the Company will use all reasonable endeavours to meet any time estimate, it reserves the right to amend any estimate without notification.

3.2. The Company shall pack and secure the Goods in such a manner as to reach the agreed point of delivery in good condition under normal conditions of transport.

3.3. Unless otherwise agreed in writing the Company may use any route and means it may select for the transportation of the Goods in such batches or instalments, as it considers expedient.

3.4. If this Contract is for the delivery of Goods in instalments then failure by the Company to deliver one or more instalments shall not entitle the Buyer to claim compensation or to terminate or suspend this Contract or reject those or subsequent deliveries.

3.5. The place of delivery shall be stated overleaf or if this is not given, then the Goods shall be delivered in accordance with subparagraph 3.6 (a).

3.6 a. If the Buyer agrees to collect or arrange for the collection of the Goods from the Premises, delivery shall be effected and risk but not title shall pass when the Goods are handed to the Buyer or its carrier at the Premises. The Company will notify the Buyer when the Goods are ready for collection and the Buyer shall collect the Goods within three working days of such notice.

b. If the Company agrees to Deliver the Goods to a place within the United Kingdom detailed in this Contract, the Company shall engage a carrier for this purpose and shall notify the Buyer of expected dates and times of despatch and delivery. The Company does not represent that the expected date or time of delivery will be met. Delivery shall be effected and risk but not title shall pass when delivery is tendered at such place during normal working hours.

c. The Buyer shall notify the Company if Goods to be delivered in accordance with subparagraph (b) do not arrive within three working days of the expected delivery date.

d. The Buyer shall carefully examine Goods delivered in accordance with subparagraph (b) on receipt and immediately notify to the Company, and within three working days confirm in writing, details of any short delivery and of reasonable discoverable defects on careful examination.

e. The Company shall replace or, at its option, refund the purchase price of any defective or undelivered Goods falling within subparagraphs (c) or (d) but shall not be under any liability to the Buyer in this respect.

f. If the Company does not receive the notices referred to in subparagraphs (c) or (d), it shall be discharged from all liability (whether arising in negligence or otherwise) arising from non-delivery, short delivery or from such defects.

3.7. If the Company agrees in writing to install the Goods at the location overleaf (the "Buyer's Location") then:

a. The Company may provide the Buyer with written advice on the preparation of, and alterations to, the Buyer's Location necessary for the installation and operation of the Goods and on the proper environmental and operating conditions for the Goods (the "Directions"). The Buyer shall, at its expense, make all necessary preparations including without limitation the provision of the proper power supply and telecommunication lines for the Goods to be installed in the Buyer's Location before the estimated delivery date for the Goods (including without limitation compliance with any Directions).

b. The Buyer shall promptly provide the Company with any information it may require to enable it to perform its obligations under this Contract.

c. The Buyer shall allow the Company's personnel uninterrupted full and safe access to the Buyer's Location, and provide adequate free working space and such other facilities that may be requested, to enable the Company to perform its obligations under this Contract.

d. The Buyer shall permit the Company to remove or disconnect any of the Buyers existing equipment at the Buyer's Location in order to facilitate the delivery and installation of the Goods. The Buyer shall obtain all necessary consents for this work, and assist the Company as it may reasonably require.

e. The Company shall not be responsible for complying with statutory regulations, local bylaws, or the fulfillment of any special regulations affecting the Buyer.

f. The Buyer shall indemnify the Company against any liability it may incur from the death, personal injury, damage to property or consequential loss arising out of any work carried out at the Buyer's Location, unless caused by the Company's negligence or breach of this Contract.

3.8. If the Buyer does not collect or accept delivery of the Goods in accordance with this paragraph 3, the Company may (without affecting its rights to terminate this Contract) arrange for the storage of the Goods on the Buyers behalf but without liability for any loss or damage occurring after the agreed delivery date. The Buyer shall in addition to the price, pay on demand all reasonable charges for storage, insurance and transport occasioned by its failure to take delivery.

3.9. The Company will not accept any return of Goods from the Buyer unless it has first issued a returns authorisation relating to those Goods.

4. Title and Risk

4.1. Risk in the Goods shall pass to the Buyer when delivery of the Goods is made or tendered in accordance with paragraph 3.

4.2. The Goods shall remain the property and in absolute ownership of the Company until the Buyer has paid in full all amounts owed by the Buyer to the Company (including VAT) in respect of the Goods on any account under any transaction. Until such payment is made the Buyer holds the Goods as the Company's fiduciary agent and bailee and the Company may at any time request the return of any of the Goods which have not been paid for and which are in the possession or control of the Buyer.

4.3. The Buyer shall keep and store the Goods separately and so as to enable them to be identified as the Company's property. In particular the Buyer shall record the serial number of, and the invoice number relating to, each of the Goods.

4.4. The Buyer shall keep the Goods in good merchantable condition and shall fully insure them on the Company's behalf for an amount, which is not less than the price. The process of this insurance shall be held on trust for the Company.

4.5. Subject to Subparagraph 4.4 the Buyer may sell the Goods in the ordinary course of business at a price not less than the Contract price. However, although as between the parties to this Contract the Buyer shall sell as the fiduciary agent and bailee of the Company, as between the Buyer and its customer the Buyer alone (to the exclusion of the Company) shall bear all liabilities and obligations (contractual, tortious, statutory or otherwise) of a supplier or seller under or in connection with such sale and, subject to paragraphs 5 and 6 below, shall keep the Company indemnified accordingly.

4.6. The Buyer's authority to possess or sell the Goods shall forthwith terminate upon the occurrence of any of the events referred to in subparagraph 8.1 (a) and (b) and the Company may then repossess the Goods and for this purpose the Buyer grants to the Company an irrevocable licence to enter the Buyer's premises or any other premises in the occupation or control of the Buyer where the Goods are or believed by the Company to be located and remove the Goods. Even before the authority referred to in this paragraph has terminated, representatives of the Company may at any time enter such premises to inspect the Goods.

### 5. Guarantee

5.1. The Company shall at its option, replace, repair or refund the purchase price of any Goods (which for the purpose of this paragraph 5 shall include any replacement Goods supplied to the Buyer pursuant to this paragraph) proved to its reasonable satisfaction to have been delivered short or to be defective provided in each case that:

a. The short delivery or defect is not one that the Buyer should have notified, or did notify, to the Company pursuant to subparagraph 3.6 and

b. The Buyer as soon as reasonably practical and in no event later than 4 days from delivery of such Goods inform the Company of the alleged short delivery and as soon as reasonably practical and in no event later than 6 months inform the Company of the alleged defect and if requested by the Company returns such Goods carriage paid; and

c. The Goods have been stored, installed maintained and used in the proper environment, with the reasonable care and in accordance with and Directions and the Buyer provides at the Company's request full information and documentation to verify compliance with these conditions; and

d. If the Goods have been incorporated into other goods, the nature of those other goods is stated overleaf;

e. The defect does not arise in respect of or as a result of consumable parts or fair wear and tear; and

f. No unauthorised repairs or alterations have been made to the defective Goods.

### 6. Limitation of Liability

6.1. The Company accepts liability arising at law in respect of:

a. For personal injury or death directly attributable to the negligence of the Company; and

b. Physical damage caused to the Buyer's property directly arising from the negligence of the Company in connection with the supply of the Goods.

6.2. The Company's total liability to the Buyer under subparagraph 6.1 (b) shall not exceed the lesser of

a. £1,000,000 or

b. The price at which the Goods were sold to the Buyer for one or more related Claims.

6.3. Subject to the provision of this paragraph 6 the Company shall not be liable to the Buyer for any loss, expense or damage of any kind (whether direct, indirect, financial or consequential and whether arising from negligence or otherwise) resulting from the supply, purported supply, failure to supply or from the Buyer's use, possession or resale of the Goods or from the acts, omissions or representations made by any third party (whether an agent, subcontractor or other persons acting on behalf of the Company or otherwise) or from any event or reason beyond the control of the Company.

6.4. The Buyer acknowledges that the price of the Goods reflects the limitations contained in this paragraph 6. The Buyer shall be responsible for effecting insurance cover in respect of all risks relating to the Goods which are not covered by the guarantee contained in paragraph 5 or the liability by the Company in this paragraph 6.

6.5. No officer or employees of the Company shall be liable to the Buyer in any circumstances for any loss, expense or damage of any kind (whether direct, indirect, financial or consequential and whether arising from negligence or otherwise) arising from any act or omission of his during the performance of his employment or other duties. All officers and employees of the Company from time to time shall be entitled to the benefit of the exemptions, limitations, terms and conditions in this Contract, and for this purpose only the Company enters into this Contract as their agent.

6.6. The Buyer acknowledges that the liability of the Company is limited to the express obligations on its part contained herein and that this Contract does not impose or imply and shall not be deemed to impose or imply any additional duties or obligations on the part of the Company by reason of its position as an expert in its field or otherwise and the Buyer hereby agrees specifically to exclude any such additional duties and/or responsibilities.

### 7. Proprietary Rights

7.1. All copyright, patent, trade secret and other proprietary and intellectual property rights in the Goods, their packing and all information which the Company may provide to the Buyer or its agents shall (as between the parties) at all times remain vested in the Company, and the Buyer shall not acquire any intellectual property rights or licence relating to the Goods and may not copy or imitate the Goods.

7.2. The Buyer shall not alter, remove or obliterate any of the Company's or any manufacturer's markings, notices or means of identification, which are part of or affixed to any Goods.

7.3. The Buyer shall treat as confidential all confidential information which the Company may make available to it ("the Confidential Information") and shall not without the prior written consent of the Company:

a. Exploit any part of the Confidential Information save as is reasonably necessary to enable it to use or sell the Goods; or

b. Disclose (save as required by a court of law) any part of the Confidential Information other than to its employees or customers (or potential customers) who need to know the Confidential Information for the purpose of using the Goods provided that:

i. Such person is made aware prior to disclosure of the proprietary and confidential nature of the Confidential Information; and

ii. Such person owes an express duty of confidence to the Buyer.

7.4. Where software is supplied, whether separately or in products including software, then title and ownership of such software shall remain with the manufacturer of the product or with the originator of the software, which in all circumstances unless the contrary is expressly stated shall be the Company. Such software is held in confidence for the manufacturer of the product or the originator of the software and in the event of subsequent bonafide lease or sale of the product to a third party, rights to use the software may be licensed to such third party, under the same conditions.

7.5. These provisions shall survive the termination of this Contract.

### 8. Termination

8.1. The Company shall have the right to terminate this Contract immediately without affecting its accrued rights by giving notice to the Buyer if:

a. The Buyer defaults in payment on its due date of any sum under or pursuant to any transaction under this Contract or commits any continuing or serious breach of this Contract and fails to remedy such breach (if remediable) within 10 working days of the Company's notice to do so; or

b. Any of the following events occur:

i. Distress or execution is levied against any of the Buyer's assets and is not paid or discharged within seven days; or a judgement against the Buyer remains unsatisfied for more than seven days; or a receiver is appointed in respect of any of the Buyer's assets; or

ii. A petition is presented for the winding up of or for an administration order to be made in relation to the Buyer; or a resolution passed for the Buyer's winding up (other than a members' voluntary winding up for the purposes of amalgamation or reconstruction on terms approved in writing by the Company); or

iii. The Buyer suspends or threatens to suspend payment of its debts or is deemed unable to pay its debts for the purposes of Section 123, 222, 223 or 224 of the Insolvency Act 1986; or ceases or threatens to carry on its business or any material part as a going concern; or as a result of any change in the powers, business or circumstances of the Buyer it is unlikely to be in a position to fulfil the Contract of any transaction pursuant thereto; or

iv. A petition is presented against the Buyer (or if a partnership any of the partners forming the partnership) under Section 264 of the Insolvency Act 1986; or

v. The Buyer or if a partnership any of the partners forming the partnership appears unable to pay its debts or appears to have no reasonable prospect of being able to pay a debt pursuant to or as provided in Section 268 of the Insolvency Act 1986; or

vi. Any event in a foreign jurisdiction analogous to, or comparable with (i) to (iii) above; or

vii. At any time the Company has reasonable grounds to believe that any of the events mentioned in (a) and (b) above is likely to happen within a period of three months thereafter;

viii. The Company's statutory or other governmental authority or licence to carry on or to continue performing the Services is revoked or not renewed in any circumstances whatsoever; or

ix. On termination of this Contract for any reason without affecting any accrued rights or other remedies of the Company;

a. The Company shall be discharged from any further liability to perform under this Contract;

b. The Buyer shall pay the Company on demand all sums due under this Contract; and

c. The Company is granted an irrevocable licence to enter the Buyer's premises to recover any Goods or other materials, which are the Company's property.

### 9. General

#### 9.1. English Law

This Contract shall in all respects be governed by English law and the parties irrevocably submit to the exclusive jurisdiction of the English Court.

#### 9.2. Construction

The construction of this Contract shall not be affected by any heading.

#### 9.3. Severability

Should any provision of this Contract become illegal or void for any reason, the validity of the remaining provisions should not be affected and the parties shall enter into negotiations in good faith to find a replacement for the provision, which is of similar economic effect

#### 9.4. Notices

Notices may be given to:

a. A body corporate by being handed to a Director

b. An individual or a body corporate by being delivered to the party's address or sent to it by facsimile, telex, or registered first class post and by airmail where appropriate.

c. Each party's address shall be as set out overleaf unless otherwise notified in writing to the other party. The Buyer shall promptly notify any change of address to the Company in writing.

#### 9.5. Waiver

Failure or delay by the Company to exercise any of its rights shall not be a waiver or forfeiture of such rights. Any express or implied waiver by the Company of any term or condition of this Contract or of any breach by the Buyer may be terminated by the Buyer at any time. No such waiver shall constitute a continuing waiver nor shall it prevent the Buyer from acting upon that or any subsequent breach or from enforcing any term or condition of this Contract.

#### 9.6. Force Majeure

The Company shall not be liable in any way for any failure to perform its obligations or for loss, damage or delay incurred by the Buyer resulting from circumstances beyond the Company's reasonable control.

#### 9.7. Assignment and Transfer

The Buyer may not assign the benefit of this Contract or transfer, delegate or subcontract any of its duties or obligations without the prior written consent of the Company.