

STANDARD TERMS FOR THE SUPPLY OF GOODS AND SERVICES BY TH COMMUNICATIONS

1 Definitions

- 1.1 "Customer" means an organisation or person who purchases goods and services from TH Communications under the terms herein;
- 1.2 "Order Acknowledgement" means an acknowledgement of a Customer's Purchase Order confirming the goods to be supplied by TH Communications under the terms herein, together with the agreed price, delivery address and estimated delivery date(s);
- 1.3 "Purchase Order" means a Customer's order for goods or equipment repairs from TH Communications subject to the terms herein;
- 1.4 "TH Communications" means PageOne Communications Limited trading as TH Communications, registered address 2 Brentside Executive Centre, Great West Road, Brentford, Middlesex TW8 9DA, England.

2 Order and Delivery

- 2.1 On receipt of a Purchase Order for goods TH Communications will issue an Order Acknowledgement in writing or by e-mail to the Customer within 3 working days. The Order Acknowledgement will state price and estimated delivery date.
- 2.2 In the event that the price and/or estimated delivery date differ from those stated in a Purchase Order for goods, the Customer shall confirm in writing or by e-mail acceptance of the revised terms before TH Communications shall proceed to fulfil the said Purchase Order.
- 2.3 Within 3 working days of receipt of equipment for warranty repair from a Customer, TH Communications confirm receipt and advise the customer of a lead-time for the repair.
- 2.4 TH Communications shall use all reasonable endeavours to ensure the safe keeping of equipment received from a Customer for warranty repair but shall not be liable for the condition of such equipment while in its possession.

3 Purchase Order Amendment or Cancellation

- 3.1 Without prejudice to any other rights to which TH Communications may be entitled, in the event that a Customer cancels goods agreed to in a Purchase Order, the Customer shall be required to pay to TH Communications damages and not as a penalty the full amount of any third party costs to which TH Communications has committed, and the Customer agrees this is a genuine pre-estimate of TH Communications' losses in such a case.
- 3.2 In the event that the Customer shall omit or commit anything that prevents or delays TH Communications from undertaking or complying with any of its obligations under a Purchase Order, then TH Communications shall notify the Customer as soon as possible and:
 - (a) TH Communications shall have no liability in respect of any delay to the completion of the Purchase Order;
 - (b) TH Communications shall notify the Customer at the same time if it intends to make any claim for additional costs.

4 Charges and Payment

- 4.1 TH Communications' standard settlement terms are payment in full prior to the despatch of goods. TH Communications will accept settlement by cheque, credit card or bank transfer.
- 4.2 Payment terms for authorised Customer credit accounts are 30 days from date of invoice.
- 4.3 TH Communications may search the files of a credit reference agency for credit checking and address verification purposes; the agency will keep a record of that search.
- 4.4 TH Communications reserves the right to charge daily interest at a rate equal to eight percent per annum above Barclays Bank PLC current base lending rate on outstanding amounts until payment is received in full.
- 4.5 Without prejudice to TH Communications' other rights, the Customer shall pay an administration charge of £20 (plus VAT) should any payment be dishonoured.
- 4.6 Post, packing and shipping charges will be applied to delivery of all goods. Such charges are calculated at time of despatch in accordance with postal and shipping rates, taking in to account weight, method of delivery and delivery location.
- 4.7 All costs quoted in an Order Acknowledgement are exclusive of value added tax, which shall be added, where applicable, at the current rate.

5 Warranty

- 5.1 Unless otherwise stated in an Order Acknowledgement, and excepting equipment repaired under a Purchase Order, TH Communications warrants that for a period of 12 months from the date of delivery (the "Warranty Period") all goods supplied under a Purchase Order are free from any defects in design, workmanship, construction or materials, except where caused by fair wear and tear, provided that the such goods have been kept, used and maintained in strict accordance with TH Communications and the manufacturer's instructions, and have not been modified or altered except with TH Communications' prior written consent. Subject to the terms herein and in the event that the Customer notifies TH Communications of a breach of this warranty, TH Communications shall, at its sole option, replace or repair the goods free of charge during the Warranty Period.
- 5.2 TH Communications warrants that from the date of delivery for a period of 3 months equipment repaired under a Purchase Order is free from any defects in workmanship. Subject to the terms herein and in the event that the Customer notifies TH Communications of a breach of this warranty, TH Communications shall, at its sole option, replace or further repair the equipment free of charge during the Warranty Period.
- 5.3 No employee of PageOne Communications Limited has authority to make any warranty, representation or promise concerning goods supplied or repaired under a Purchase Order except in writing signed by a duly authorised officer.
- 5.4 Except as expressly stated in this Agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the goods and repair services provided by TH Communications.

6 Independent Contractors

TH Communications may engage sub-contractors to provide all or part of the services being provided to the Customer and such engagement shall not relieve TH Communications of its obligations under the terms herein.

7 Limitation of Liability

- 7.1 Nothing in these terms shall exclude liability for fraudulent misrepresentation or for death or personal injury resulting from the negligence of TH Communications or of the employees of PageOne Communications Limited while acting in the course of their employment.
- 7.2 Subject to Clause 7.1, TH Communications does not accept any liability in relation to the terms herein (whether such liability arises due to negligence, breach of contract, misrepresentation or for any other reason) for loss of profits, loss of sales, loss of or damage to business, loss of or damage to reputation, loss of contracts, loss of customers, loss of, or loss of use of, any software or data, loss of use of any computer or other equipment or plant, wasted management or other staff time, losses or liabilities under or in relation to any other contract, or indirect, special or consequential loss or damage.
- 7.3 Subject to Clauses 7.1 and 7.2 TH Communications' total liability arising from or in connection with a Purchase Order (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to an amount equal to the total amount paid or payable by the Customer under the said Purchase Order.
- 7.4 TH Communications shall not be liable to the Customer for any delay or failure in performing any of its obligations under a Purchase Order if such delay or failure is caused by circumstances outside its reasonable control (including any delay caused by any act or default of the other party), including without limitation any failure of power supplies, labour disturbance, acts of government or regulatory authority.

8 General Provisions

- 8.1 Failure by either party to exercise or enforce any right conferred by the terms herein shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or any other right on any later occasion.
- 8.2 If any of the provisions of the terms herein is or becomes invalid, illegal or unenforceable, the validity or enforceability of the remaining provisions shall not in any way be affected or impaired.
- 8.3 A person who is not a party to the terms herein in relation to a Purchase Order has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of the said terms.
- 8.4 Any notice, invoice or other communication related a Purchase Order and to the terms herein shall be deemed to have been duly given if left at or sent by post, electronic mail or facsimile transmission to the party's registered office or as notified in writing between the parties from time to time.
- 8.5 The terms herein shall be governed by and construed and interpreted in accordance with English law, and the parties submit to the exclusive jurisdiction of the English Courts.