

TERMS AND CONDITIONS FOR THE PROVISION OF EQUIPMENT AND SERVICES

1.1 The "Company" means Customer Care Group, its successors in title and assigns for the time being.

1.2 "Customer" means the person, firm or company whose name is referred to as such in the Order Form of the Company and with whom the Contract is made and whose order for the Equipment and/or Services is accepted by the Company.

1.3 "Contract" means the contract for the sale and purchase of Equipment and provision of Services (if any) by the Company to the Customer.

1.4 "Contract Price" means the price for the sale and purchase of the Equipment and the provision of the Services as referred to in the acknowledgement of order sent by the Company to the Customer.

1.5 "Equipment" means any goods forming the subject of this Contract including parts or components or materials incorporated in such goods referred to overleaf.

1.6 "Order Form" means the relevant Order Form of the Company for the sale and supply of the Equipment and Services to the Customer.

1.7 "Services" means any services forming the subject of this Contract.

1.8 "Site" means the address for the installation of the Equipment and performance of the Services referred to overleaf.

1.9 "VAT" means Value Added Tax and any other like tax or duty.

1.10 Unless the context otherwise requires in these conditions:-

1.10.1 Words importing the singular shall include the plural and vice versa;

1.10.2 Words importing the masculine gender shall include the other genders;

1.10.3 References to persons shall include bodies of persons whether corporate or incorporate

2. Quotation/Proposal

2.1 Subject to withdrawal by the Company by written notice to the Customer prior to acceptance pursuant to condition 3.1 below, any quotation or proposal by the Company shall, unless otherwise stated therein, be open for acceptance by the Customer within 30 days of the date of quotation or proposal.

3. Existence of Contract

3.1 The Company shall sell and supply and the Buyer shall purchase and accept the Equipment and Services in accordance with any written quotation of the company which is accepted by the Customer or any written order of the Customer which is accepted by the Company, subject to these conditions which shall govern the Contract and be incorporated therein to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted or any such order is made or purported to be made, by the Buyer. Notwithstanding that the Customer may order the Equipment and Services on its standard form of purchase order and whether or not incorporating the Customers own terms and conditions any such order shall be treated solely as a request to deliver the Equipment and perform the Services and shall have no other contractual effect whatsoever.

3.2 No Contract shall come into existence until the Customer's order, however given, is accepted by the earliest of (a) the Company's written acceptance or (b) delivery of the Equipment or (c) the acceptance and authorisation by a Director or Sales Manager of the Company once the Contract is reviewed back at the Company's headquarters or (d) the raising of the Company's invoice in respect thereof.

3.3 These conditions shall be incorporated into the Contract to the exclusion of any terms and conditions stipulated and referred to by the Customer.

3.4 No variations of or amendments to the Contract or any quotation or proposal shall be binding on the Company unless agreed accepted and confirmed by a duly authorised director of the Company.

3.5 The Company's employees or agents are not authorised to make any representations concerning the Equipment or Services unless confirmed by the Company in writing and signed by a Director of the Company. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim in respect of any representations

3.6 Any advice or recommendations given by the Company or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Equipment which is not confirmed in writing by the Company is followed or acted upon entirely at the Customer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.

3.7 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance or offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

4. Prices

4.1 Finance Plans. Where the Equipment is supplied under the terms of a finance agreement, the Contract Price shall be the total of the deposit plus all the periodic instalments as defined in the finance agreement.

4.2 Cash Sales. The Contract Price shall be as stated on the signed acknowledgement of order sent by the Company to the Customer and is exclusive of VAT which shall be payable by the Customer on submission of a valid VAT invoice by the Company. The amount of any VAT shall be added to the Contract Price and shall be payable by the Customer in the same manner as the Contract Price.

4.3 Unless otherwise specified the Contract Price is based on the assumption that the Equipment and/or services will be installed in one continuous visit to the site agreed with the Customer and accordingly the Company may at its discretion at any time increase the Contract Price to take account of any additional costs of the Company (including but not limited to storage and delivery costs) by reason of the installation of the Equipment or supply of services in more than one visit.

5. Payment.

5.1 Finance Plans. Where payment is arranged through a finance provider payment shall be in accordance with the terms of the finance agreement between the Customer and such finance provider.

5.2 Cash Sales. A deposit equal to one half of the Contract Price (plus VAT) shall be paid by the Customer to the Company at the time the Customer places the order for Equipment or Services with the Company. The balance of the Contract Price (plus VAT) shall be payable immediately upon completion of the installation and/or delivery of the Equipment.

5.3 If payment of any sum payable to the Company is not made on or before the due date the Company shall be entitled to charge interest thereon on such unpaid sum at the rate of 3% per annum above the current base rate of Barclays Bank PLC such interest being deemed to accrue from day to day and being compounded on the last day of each calendar month.

5.4 Unless otherwise agreed in writing, the Customer agrees to pay for the Equipment and Services by direct debit from the Customer's bank account within fourteen days of the date of the Company's invoice, such invoice to be rendered in accordance with condition 5.5 below. Failure by the Customer to pay for the Equipment and Services y direct debit

shall incur a surcharge by the Company of 3% or £5 whichever shall be the greater in respect of each invoice or payment in respect of the Contract Price.

5.5 Subject to any special terms agreed in writing between the Customer and the Company, the Company shall be entitled to invoice the Customer for the price of the Equipment and Services on or at any time after delivery of the Equipment or performance of the Services, unless the Equipment is to be collected by the Customer or the Customer wrongfully fails to take delivery of the Equipment or accept the performance of the Services, in which event the Company shall be entitled to invoice the Customer for the price at any time after the Company has notified the Customer that the Equipment is ready for collection or (as the case may be) the Company has tendered delivery of the Equipment or performance of the Services.

5.6 The Customer shall pay the price of the Equipment and Services within 14 days of the date of the Company's invoice unless otherwise agreed in writing and stated on the invoice, and the Customer shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Equipment has not passed to the Customer. The time of payment of the Contract Price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

5.7 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:-

5.7.1 Cancel the Contract and any other contract between the Customer and the Company or suspend any further deliveries to the Customer;

5.7.2 Appropriate any payment made by the Customer to such of the Equipment (or the Equipment supplied under any other contract between the Customer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Customer)

6. Finance

6.1 It is agreed that where the Company approaches a finance provider to arrange finance then the Company acts as an agent for the Customer and not for the finance provider.

6.2 The Customer undertakes to supply all information requested by the finance provider for the purposes of credit betting including where required the home addresses of Directors, Partners and Proprietors.

6.3 Where third party indemnities are required by the finance provider, failure to provide such indemnities shall constitute a breach of the terms and conditions of this Contract and shall entitle the Company to retain any deposit paid by the Customer.

6.4 After the Equipment has been delivered and the Customer has signed a satisfaction certificate any failure by the Customer to complete the finance agreement documentation and make payments in accordance with the terms of this Contract and the finance agreement shall render the Customer liable to pay the Company the whole of the Contract Price (plus VAT) within 7 days of presentation of an invoice or to settle the finance agreement.

7. Title

7.1 The Company shall transfer only such title or rights in respect of the Equipment as the Company has and if the Equipment has been purchased by the Company from a third party shall transfer only such title or rights as that party had and has transferred to the Company.

7.2 Notwithstanding delivery and/or the earlier passing of risk or any other provision of the Contract, title in the Equipment shall remain with the Company and shall not pass to the Customer until the amount due under the invoice from the Company has been paid and cleared funds received in full.

7.3 Until title in the Equipment passes, the Customer shall hold the Equipment as fiduciary agent and bailee for the Company and shall properly store the Equipment separately, protected, insured against loss or damage by accident, fire, theft or other risks usually covered by insurance for their full replacement value and mark the Equipment so that the Equipment can at all times be identified as the property of the Company. The Customer shall account to the Company for the proceeds of any insurance claim and shall keep all such proceeds separate from any moneys or property of the Customer.

7.4 The Company may at any time before title passes for the purpose of determining what, if any, Equipment is held by the Customer, enter into any premises of the Customer and repossess and dismantle the Equipment without liability for any damage caused by so doing and use or sell or all of any of the Equipment and so terminate without any liability to the Customer the Customer's rights to use, sell or otherwise deal in the Equipment.

7.5 Until title passes the entire proceeds of sale of the Equipment shall be held in trust for the Company and shall not be mingled with other monies or paid into any overdraft bank account and shall be identifiable at all times as the Vendor's money.

7.6 The Company shall be entitled to maintain an action for the Contract Price of any Equipment notwithstanding that title in such Equipment has not passed to the Customer.

7.7 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Equipment which remains the property of the Company, but if the Customer does so all monies owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

8. Risk Delivery and Performance

8.1 Equipment is delivered to the Customer when the Customer makes such Equipment available to the Customer or any agent of the Customer, or any carrier who shall be the Customer's agent and pay his charges, at the Company's premises or other delivery point agreed by the Company.

8.2 Risk in the Equipment passes when such Equipment is delivered to the Customer.

8.3 The Company may at its discretion deliver the Equipment by instalments in any sequence.

8.4 Where the Equipment is delivered by instalments each instalment shall be deemed to be the subject of a separate Contract and no default or failure by the Company in respect of any one or more instalments shall vitiate the Contract in respect of the Equipment previously delivered or undelivered or any Service rendered or to be rendered in the future.

8.5 The Company may deliver to the Customer and the Customer shall accept in satisfaction of the Contract a lesser number than the number of items of Equipment ordered.

8.6 Any dates quoted by the Company for the delivery of the Equipment or the performance of the Services are approximate only and the Company shall not be liable for any delay in delivery or performance, howsoever caused. Time for delivery or performance shall not be of the essence unless previously agreed in writing by the Customer.

8.7 If the Customer fails to take delivery of the Equipment or any part of the Equipment on the due date and fails to provide adequate or any instructions, documents, licences, consent or authorisations required to enable the Equipment to be delivered on the due date the Company shall be entitled upon given written notice to the Customer to store or arrange for the storage of the Equipment and delivery shall be deemed to have taken place, risk in the Equipment shall pass to the Customer and the Customer shall pay to the Company all costs and expenses including storage and insurance charges

arising from its failure to take actual delivery of the Equipment.

8.8 The Company shall not be liable for any penalty, loss, injury, damage or expense arising from any delay or failure in delivery or performance from any cause at all, nor shall any such delay or failure entitle the Customer to refuse to accept any delivery or performance of or repudiate the Contract.

8.9 Equipment shall be at the Customer's risk from the moment of delivery/installation or deemed delivery/installation whether or not title in the Equipment has passed or payment or part payment made therefore and thereafter the Customer shall be responsible for insuring the Equipment.

9. Claims Notification

9.1 Any claims for the non-delivery of any Equipment or non-performance of the Services shall be notified in writing by recorded delivery mail by the Customer to the Company within 10 days of the date of the Company's invoice.

9.2 Any claim that any Equipment has been delivered in a damaged state, is not of the correct quantity or does not comply with its description or specification or any claim in relation to the manner of the performance of the Services shall be notified by the Customer to the Company in writing by recorded delivery mail within 7 days of delivery. The warranty period for Equipment shall be that given by the manufacturer, faulty Equipment (or parts thereof) shall be returned to the manufacturer. If the Customer has entered into a maintenance agreement with the Company for the Equipment the conditions of such maintenance agreement shall apply.

9.3 Any alleged defect in any Equipment or the performance of the Services shall be notified by the Customer to the Company in writing by recorded delivery mail within 7 days of the delivery of the Equipment or the performance of the Services and in the case of any defect in the Equipment or performance of the Services which is not reasonably apparent on the inspection, within 7 days of the defect coming to the Customer's attention.

10. Installation

10.1 The Customer shall provide adequate working conditions in order for the performance of Services and the installation of Equipment to take place.

10.2 The Customer shall provide adequate permanent mains supply for the Equipment.

11. Scope of Contract

11.1 Under no circumstances shall the Company have any liability of whatever kind for:-

11.1.1 any defects resulting from the negligence of the Customer, wear and tear, accident, improper use of Equipment by the Customer or use of the Equipment by the Customer otherwise than in accordance with the instruction or advice of the Company or the manufacturer of any Equipment or any instructions of materials provided by the Customer.

11.1.2 any Equipment which has been adjusted modified or repaired otherwise than by the Company.

11.1.3 the suitability of any Equipment for any particular purpose or use under specific conditions whether or not the purpose conditions were known or communicated to the Company.

11.1.4 any substitution by the Company of any material or components not forming part of any specification of the Equipment agreed in writing by the Company.

11.1.5 any description, illustration or figures as to performance, drawings and particulars of weights and dimensions submitted by the Company or contained in the Company's catalogues, price lists or elsewhere since they are merely intended to represent a general idea of the Equipment and not to form part of the Contract or to be treated as representations.

11.1.6 any technical information, recommendations, statements or advice furnished by the Company, its servants or agents other than where given in writing in response to a specific written pre-contractual enquiry from the Customer, or 11.1.7 any variations in the quantities or dimensions of any Equipment or changes of their specifications or substitution of any material or components provided that the variation or substitution does not materially affect the characteristics of the Equipment and the substituted Equipment is of a quality equal or superior to the Equipment originally specified.

12. Extent of Liability

12.1 The Company shall have no liability to the Customer (other than a liability for death or personal injury resulting from the Company's negligence, insofar as such liability may not be excluded pursuant to UK statute) for any loss or damage of any nature arising from any breach of any express or implied terms of the Contract, tort (including negligence), breach of statutory or other duty on the part of the Company or in any other way out of or in connection with the performance or purported performance of or failure to perform the Contract except in accordance with this condition.

12.2 The Company shall not be liable for any costs, claims, losses, damages or expenses calculated by reference to loss of profit, income or production of the Customer, loss of business, goodwill or anticipated savings, the accrual of any such costs on a time basis or any other indirect or consequential loss whatsoever.

12.3 If the Customer establishes that any Equipment has not been delivered, has been delivered damaged or not of the correct quantity or does not comply with its description, the Company shall at its option replace with similar Equipment any Equipment which is missing lost or damaged or does not comply with its description and allow the Customer credit for the invoice value of such Equipment or repair any damaged Equipment.

12.4 If the Customer establishes that any Equipment is defective the Company shall at its option replace such defective Equipment with similar Equipment or repair any defective Equipment, allow the Customer credit for the invoice value of such defective Equipment or to the extent that the Equipment is not of the Company's manufacture assign to the Customer (so far as the Company is able to do so) any warranties given by the manufacturer of the Equipment to the Company.

12.5 If the Customer establishes that any Services have not been performed or have been performed in a defective manner, the Company shall at its option perform (or, where applicable, re-perform) such Services in the correct manner or allow the Customer credit for the invoice value of such defective Services.

12.6 The delivery of any repaired or replacement Equipment shall be at the Company's premises or other delivery point specified for the original Equipment.

12.7 Where the Company is liable in accordance with this condition in respect of only some or part of the Equipment and Services the Contract shall remain in full force and effect in respect of the other or other parts of the Equipment and Services and no set-off or other claim shall be made by the Customer against or in respect of such other or together parts of the Equipment and Services

12.8 No claim against the Company shall be entertained for any defect arising from any design or specification provided or made by the Customer or any adjustment, alterations or other work has been undertaken to the Equipment by any person other than the Company.

12.9 The Company shall not be liable where any Equipment, the price of which does not include carriage, is lost or

damaged in transit and all claims by the Customer and all claims by the Customer shall be made against the carrier. Replacements for such lost or damaged Equipment will, if available be supplied by the Company at the prices ruling at the date of despatch.

13. General

13.1 The Company may sub-contract the performance of the Contract in whole or part.

13.2 The Contract is between the Company and the Customer as principals and neither the Contract nor any rights or duties thereunder shall be assignable by the Customer without the express written consent of the Company.

13.3 The Company shall have a lien on all the Customer's property in the Company's possession for all sums due at any time from the Customer and shall be entitled to use sell or dispose of that property as agent for and at the expense of the Customer and apply the proceeds in and towards the payment of such sums on 28 days notice in writing to the Customer. Upon accounting to the Customer for any balance remaining after payment of any sums due to the Company and the cost of sale and disposal, the Company shall be discharged of any liability in respect of the Customer's property.

13.4 The Company may at its discretion suspend or terminate the supply of any Equipment or the performance of the Services, if the Customer fails to make any payment when and as due or otherwise defaults in any of its obligations under the Contract or any other agreement with the Company or any related agreement with a third party or becomes insolvent, has a receiver appointed of its business or is compulsorily or voluntarily wound up or the Company bonafide believes that any of those events may occur and in the case of termination shall forfeit any deposit paid.

13.5 If the Equipment is manufactured in accordance with any design or specification provided or made by the Customer the Customer shall indemnify the Company from and against all claims, costs, expenses and liability of any nature in connection with such Equipment including any claims whether actual or alleged that the design or specification infringes the rights of any third party.

13.6 All tools, patents, materials, drawings, specifications and other data provided by the Company shall remain property of the Company and all technical information, patentable or unpatentable copyright and registered designs arising from the execution of any orders shall become the property of the Company.

13.7 The Contract and its subject matter are confidential and shall not be disclosed or used by the Company or Customer for any unauthorised purpose.

13.8 The Customer shall ensure that a suitable earthed mains electricity supply of 240v complying with Institute of Electrical Engineer's wiring regulations currently in force is available within 3 metres of the Central Processing Unit.

14. Cancellation Consequences

14.1 When the Customer's order has been accepted by the Company as provided in condition 3.1, it shall not be cancellable.

14.2 Any deposits paid by the Customer, equivalent to multiples of finance plan payments, will not be returned to the Customer due to the costs of sale and installation and network planning.

14.3 Without prejudice to any other remedy the Company may have, in the event of the Customer cancelling the Contract, the Company shall be entitled to charge the Customer for all expenses incurred by the Company, its suppliers and agents in respect of such contract to the date of cancellation and any for loss of profit arising by reason of the cancellation of such Contract and any deposit payments received will be applied in mitigation of the Company's costs incurred as a result of such cancellation.

15. Force Majeure

15.1 If the performance of the Contract or any obligations thereunder are prevented, restricted or interfered with by reason of circumstances beyond the reasonable control of the party obligated so to perform, the party so affected, upon giving prompt notice to the extent of the prevention, restriction or interference but remove such causes or non-performance and shall continue the performance under the Contract with the utmost dispatch whenever such causes are removed or diminished.

16. Law and Construction

16.1 This Contract shall be governed and construed in accordance with English Law and the parties hereby submit to the jurisdiction of the English Courts.

16.2 All headings contained herein are for ease of reference only and shall not affect the construction or interpretation of the Contract.

16.3 Any notice, invoice or other document required or permitted to be given by one party to the other under the Contract shall be in writing addressed to that 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 and making specific reference to this provision to the party giving the notice, invoice or other document. Notices, invoices or other documents shall in the case of the Customer be given by pre-paid first class recorded delivery post and in the case of the Company by pre-paid first class delivery post (which may at the option of the company be recorded delivery) or by facsimile transmission provided by that the Company's fax machine generates a transmission report showing a transmission in full without error or the correct fax number of the Customer Notices, invoices and other documents sent by post shall be deemed to be served 48 hours after posting. Notices served by facsimile transmission shall be deemed to be served immediately provided that a hard copy of such transmission is sent to the Customer by first class pre-paid post on the same day.

16.4 Any concession or latitude allowed by the Company to the Customer shall not affect the Company's strict rights under the Contract. No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision. Failure by either the Customer or the Company to exercise or enforce any right conferred by the Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.

16.5 If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part it shall be served here from and the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected thereby.

16.6 Location information will be provided to the Emergency Authorities, it is the Customer responsibility to update the Emergency Authorities should location details change.

16.7 Telephone Service via electronic equipment or broadband may not work in the event of an electrical or broadband failure. To protect our Customers, Customer Care Group will provide an emergency telephone connection for use should this ever occur.

16.8 Further terms and conditions, terms of use and privacy policies can be found on our website: <http://www.customercaregroup.co.uk/about-us/terms-and-conditions/>