

# Telinet Standard Terms & Conditions (Sales Order)

## 1. Definitions

In this Agreement: -

- 1.1 **"Customer"** means the person, company or body who agrees to buy the Goods from Teline. The phrase "you" or "your" is also used in this agreement in connection with the Customer's obligations
- 1.2 **"Teline"** means Teline Limited, a Company incorporated in England and Wales with Company Registration Number 02877853.
- 1.3 **"Goods"** means the equipment, goods, services and/or other commodity agreed to be sold by Teline and purchased by the Customer as identified on the first page of this agreement.
- 1.4 **"Price"** means the price stated exclusive of VAT on the first page of this agreement to be paid by the Customer to Teline for the purchase of the Goods.
- 1.5 **"Delivery Address"** means the address specified on the front page of this agreement to which Teline are to deliver the Goods.
- 1.6 **"Delivery Date"** means the date specified by Teline when the Goods are to be delivered.
- 1.7 **"Installation"** means (where applicable) the installation of the Goods undertaken by Teline at the Delivery Address. The term **"install"** shall have an appropriate meaning.

## 2. Price and Payment

- 2.1 In consideration of the sale and/or supply (as the case may be) of the Goods by Teline to the Customer, the Customer shall pay the Price together with all VAT at the rate applicable as at the date of issue of Teline's invoice. Such payment shall be made in full within 14 days of Teline's invoice, except where other terms of payment are specifically stated on the front of this agreement.
- 2.2 Any sum(s) not paid as specified in clause 2.1 shall accrue interest, both after as well as before any judgment, from the date of the invoice until the date of payment calculated on a day to day basis at the rate of 5% above the Base Rate for the time being of Barclays Bank PLC compounded monthly.

## 3. Delivery and Installation of the Goods

- 3.1 The Goods shall be delivered to the Delivery Address.
- 3.2 Where Teline have agreed to undertake Installation:
  - 3.2.1 this shall occur at the Delivery Address subject to the Customer making all necessary arrangements to enable delivery of the Goods on the Delivery Date and ensuring free and uninterrupted access to the Customer's property, a continuous supply of electrical power and all other materials and/or supplies as Teline shall request.
  - 3.2.2 it is the responsibility of the Customer to ensure all appropriate arrangements have been made with British Telecom or such other telephone service supplier to enable Installation and proper functioning of the Goods. In so far as Teline shall agree to negotiate or communicate on the Customer's behalf with any telephony service provider they shall do so as agent for and on behalf of the Customer and shall not be liable for any delay, neglect or failure on the part of such provider to provide such services and/or equipment necessary to enable the Goods to be Installed.
  - 3.2.3 Teline shall Install the Goods to enable the same to function in accordance with its manufacturers specifications.
  - 3.2.4 Installation shall occur between the hours of 9.00am and 5.00pm Monday to Friday unless Teline shall agree otherwise.
  - 3.2.5 Teline shall not be liable for any interruption in any telephone service during Installation nor any loss of whatsoever nature arising as a consequence of such interruption. It is acknowledged by the Customer that during Installation the telephone supply to the Delivery Address is likely to be disconnected
- 3.3 Teline shall have no liability:
  - 3.3.1 if the Customer has not complied with its obligations in clause 3.2.2
  - 3.3.2 as a consequence of any delay or loss or damage caused by any telephony service supplier
  - 3.3.3 arising as a consequence of the inability of the Goods to function or to function to its full specification due to supplies materials or connections provided to the Delivery Address by any third party
  - 3.3.4 arising from any factor beyond the reasonable control of Teline
  - 3.3.5 in the case of a defect in Installation where Teline observe their obligations under clause 5.3 and for the avoidance of doubt Teline shall not be liable in such a situation for any loss arising from the Customer's inability to use the Goods pending rectification of such defective Installation.
- 3.4 Without limitation to clause 3.3 the Customer shall consider prior to Installation the effect and possible effect of Installation on the Customer's business including the effect which delayed Installation or any problems in Installation may cause. It shall be the Customer's responsibility to effect such alternative arrangements and put in place such disaster recovery procedures as shall be appropriate to permit continuation of the Customer's business bearing in mind possible loss and/or interruption of telephony service.

## 4. Title and Risk

- 4.1 Risk in the Goods shall pass to the Customer on delivery to the Delivery Address. Teline have no liability for any damage to Goods following delivery arising other than from the negligence of any employee or agent of Teline undertaking Installation.
- 4.2 Notwithstanding delivery of the Goods and/or Installation ownership in the Goods shall not pass to the Customer until the Customer shall have paid the Price plus VAT in full and there shall be no other sums whatever due from the Customer to Teline.
- 4.3 Until ownership of the Goods passes to the Customer the Customer holds the Goods on a fiduciary basis as bailee for Teline. Where the Goods are of a physical form, the Customer shall store the Goods so they are retained separate from any other property of the Customer and so they are clearly marked in a way that the Goods are identifiable as Teline's property.
- 4.4 Until ownership of the Goods passes the Customer
  - 4.4.1 will deliver the Goods to Teline on demand. If the Customer fails to do so, Teline shall have the right to enter upon any premises owned, occupied or controlled by the Customer and repossess the Goods or if the Customer has paid part of the Price Teline shall have the right to repossess such of the Goods as shall be equal in value (as at the time of repossession) to the amount due to Teline from the Customer;
  - 4.4.2 shall not pledge or in any way charge by way of security for any indebtedness any of the Goods;
  - 4.4.3 shall not sell or otherwise seek to transfer of ownership of the Goods;
  - 4.4.4 shall insure and keep insured the Goods to the full Price against 'all risks' to the reasonable satisfaction of Teline.
- 4.5 The Customer shall promptly (where applicable) deliver the prescribed particulars of this agreement to the Registrar of Companies in accordance with the Companies Act 1985 Part XII as amended.

## 5. Acceptance of the Goods

- 5.1 Teline will afford the Customer the opportunity of inspection of the Goods on delivery, prior to Installation. Goods ordered pursuant to this agreement are individual and acquired or supplied by Teline solely for the Customer's purposes and consequently the Customer shall have no right to reject the Goods, unless such rejection shall be based solely upon the fact that the Goods do not correspond with the description of the Goods as set out on the front page of this Agreement (save for any minor discrepancy which Teline are able to remedy within 14 days of the delivery date) and unless such rejection shall occur prior to Installation or where Teline do not undertake Installation, unless such rejection shall occur within 48 hours of delivery of the Goods to the Delivery Address.
- 5.2 The Customer shall have no right to reject the Goods following Installation. Where the Customer alleges breach of Teline's obligations in connection with Installation and/or any defect in Installation this shall be communicated within 48 hours of completion of Installation and failing such communication the Customer shall be deemed to have accepted Teline's compliance with their obligations in this agreement.
- 5.3 Where the Customer shall notify Teline of any defect or alleged defect in Installation the Customer shall afford Teline all reasonable opportunity to rectify the same, bearing in mind in so far as any replacement parts may be required, the same may require ordering from their manufacturer. This shall be the full extent of Teline's liability in such a situation. Teline shall be afforded all facilities referred to in clause 3.2 whilst rectifying any defect in Installation.

## 6. General

- 6.1 Without limitation to any provision of this agreement Teline shall not in any circumstances be liable to the Customer for any form of consequential or indirect loss.
- 6.2 Where following the date of this agreement the Customer shall order any further or additional Goods, such Goods shall be sold to the Customer upon identical terms as set out in this agreement unless the parties specifically agree otherwise.
- 6.3 The terms of this agreement constitute the entire agreement between Teline and the Customer and no other terms, representations or statements whether verbal or otherwise shall be incorporated into this agreement
- 6.4 This agreement shall be governed and construed in accordance with the laws of England.
- 6.5 If, for any reason, a provision of this contract proves to be void or unenforceable, this will not affect the validity or enforceability of the remaining provisions of this contract which will remain in full force and effect