

## TERMS & CONDITIONS

All goods are sold strictly upon the following conditions.

1. **DEFINITIONS:** In these Terms and Conditions 'the Company' shall mean Packs Infotel Ltd., and 'the Customer' shall mean the person to whom goods are sold.

### GENERAL:

2. These conditions shall apply to all orders accepted by the Company and shall prevail over any conditions contained in the Customer's Purchase Order or in correspondence or elsewhere unless agreed by the Company in writing.

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

3. **PRICES AND QUOTATIONS:** All goods sold and works carried out are subject to prices and discounts ruling at the date of dispatch and unless previously withdrawn the Company's quotation expires 30 days after the date thereof. All prices quoted are exclusive of Value Added Tax and may also be adjusted for any other tax or duty due thereon.

4. **DELIVERY:** Unless otherwise quoted carriage and packing are charged extra. Standard carriage and packing charges at rates current at the time of despatch and dependant on the method of despatch and weight, are applied. Additional charges will be made for special and overseas deliveries. The Company accepts no responsibility for failure to deliver within any period. The Company reserves the right to despatch in more than one consignment at its discretion.

5. **PAYMENT:** All accounts are payable within 30 days of invoice except where a credit account is authorised by the Company, and all credit accounts are due for payment by the last day of the month following the month of invoice. The Company reserves the right to charge interest at 2% per month on all over due accounts with a minimum charge of £5.00. The Company reserves the right to suspend all deliveries and service where payment is not received in accordance with this clause.

6. **TITLE:** The Company retains all right and title to any goods delivered to the Customer or any carrier or agent acting on his behalf until the time of receipt by the Company of all sums payable in respect thereof.

7. **WARRANTY:** The Company will repair free of charge, or replace at its discretion parts of any goods manufactured by it which fail within twelve months of the date of despatch solely due to defects shown to the Company's reasonable satisfaction to be as a result of faulty materials or bad workmanship. Such defective parts must be returned to the Company's factory carriage paid.

### LIMITATION AND EXCLUSION OF LIABILITY

Subject as expressly provided in these Terms and Conditions, the Company excludes all warranties, conditions, or other terms implied by statute or common law to the fullest extent permitted by law.

8.1. Except in respect of death or personal injury caused by its negligence the Company shall not be liable to the customer by reason of any representation or implied warranty, condition, or other term, or any duty of common law or under the express terms of the contract, or for any consequential loss or damage, costs, expenses, or other claims for consequential compensation whatsoever which arise out of or in connection with the supply of the goods (including automatic diallers or alarm systems) or their use except as expressly provided in these conditions.

8.3. No liability can be accepted for any failure of goods to perform according to any performance figures given.

8.4. The warranty in Condition 7 is given subject to the following:

(a) any claim by the Customer which is based on any defect in the goods shall be notified to the Company within 7 days from discovery of the defect. If the Customer does not so notify the Company, the Company shall have no liability for such defect.

(b) the Company shall be under no liability in respect of any defect in the goods arising from any drawing, design or specification supplied by the Customer.

(c) the Company shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the goods has not been paid by the due date for payment.

(d) the above warranty does not extend to parts, materials or equipment not manufactured by the Company, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company.

9. **RISK:** Risk of damage to or loss of the goods shall pass to the customer at the time of delivery into the possession of the customer or his agent or, if the customer wrongly fails to take delivery of the goods, at the time when the company has tendered delivery of the goods.

10. **BRITISH TELECOM CONNECTIONS:** Where equipment is supplied for connection to British Telecom telephone lines the Customer shall be responsible for obtaining and paying for all necessary consents and agrees to pay British Telecom such charges as may be made by them for the connection of the equipment to their telephone system, for rental and any other recurring charges and where necessary maintenance of any British Telecom items or wiring.

11. **LICENCES:** The use of radio transmitting and receiving devices is subject to their operation being in accordance with the licensing conditions and to the issue by the Department of Trade and Industry of licences to operate on frequencies they have allocated. The Customer undertakes not to use radio transmitting and receiving equipment otherwise than in accordance with the licensing conditions and to indemnify the Company in respect of the use of such equipment except as laid down in the licensing conditions. The Customer shall be responsible for obtaining and paying for all such licences.

12. **DELAYS:** Where the supply or installation or commissioning of any equipment or system is required charges are based on an uninterrupted programme of work, and any delays which may occur as a result of inclement weather, non-completion of works required to be carried out by third parties, non-availability of suitable power supplies or telephone lines or other works or services to be supplied other than by the Company or act or omission on the part of the Customer, or any other cause beyond the control of the Company shall not create any liability for the Company. Any resulting delay may be the subject of additional charges by the company occasioned by such causes.

13. **CANCELLATION:** No cancellation suspension or variation of an order shall be valid unless agreed by the Company in writing and such agreement will only be given on terms which compensate the Company in respect of any losses arising as a result of such cancellation.

