

TERMS & CONDITIONS

1. Definitions

1.1 In these Terms, the following words will have the following meanings:

"Contract"	as defined in Clause 2
"Order"	your order for products or services whether by telephone, e-mail, via our website or post
"Products"	the Products that you buy from us as detailed in the Order
"Terms"	these terms and conditions of sale and supply
"Website"	www.quantumairfibre.com
"we" / "us" / "our"	Quantum Communications Ltd, as detailed in Clause 3.1
"you" / "your"	the person or business buying from us as detailed in the Order

1.2 This column applies in addition to Clause 1.1 above.

1.3 Nothing in this Clause 1 affects your legal rights.

1.4 In these Terms, the following words will have the following meanings:

Delivery: as defined in Clause 6.5

Insolvency Event: where

- (a) you suspend, or threaten to suspend, payment of your debts, or are unable to pay your debts as they fall due or admit your inability to pay your debts, or (being a company or limited liability partnership) are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) are deemed either unable to pay your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) have any partner to whom any of the foregoing apply;
- (b) you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement with your creditors other than (where you are a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of yours with one or more other companies or the solvent reconstruction of you;

- (c) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of you, other than for the sole purpose of a scheme for a solvent amalgamation of yours with one or more other companies or the solvent reconstruction of you;
- (d) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over you;
- (e) (being a company) the holder of a qualifying floating charge over your assets has become entitled to appoint or has appointed an administrative receiver;
- (f) a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets; (being an individual) you are the subject of a bankruptcy petition or order;
- (g) a creditor or encumbrancer of yours attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 14 calendar days;
- (h) any event occurs, or proceeding is taken, with respect to you in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in (a) to (g) above (inclusive);
- (i) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business;
- (j) your financial position deteriorates to such an extent that in our reasonable opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy; and
- (k) (being an individual) you die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing your own affairs or becomes a patient under any mental health legislation.

Services: any services provided by us to you from time to time

1.5 In these Terms:

1.5.1 when we use the word "writing" or "written" this includes emails;

1.5.2 any references to "including", "in particular" or "for example" or any similar phrase which follows a general rule will be an example of the general rule to which it relates and will not limit that general rule; and

1.5.3 unless we say otherwise, when we use the word "day" we mean a calendar day.

2. About these Terms

- 2.1 These Terms will apply to any contract to us for the sale of any products or services to you ("**Contract**"). Please read these Terms carefully and make sure that you understand them before ordering any Products from our Website. Please note that before placing an order will you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any Products from us or our Website.
- 2.2 We amend these Terms from time to time as set out in Clause 4.13 These Terms were most recently updated as detailed on our Website.
- 2.3 These Terms apply to both businesses and consumers. Under each Clause there are Clauses that apply to both business and consumer customers (i.e. if not contained within a table). The tables underneath each Clause contain additional terms which will apply depending on whether you are a consumer or a business. If you are not buying the Products for your personal use then you are a business.

3. Information About Us and making the Contract

- 3.1 We are Quantum Communications Ltd., (registered number: 09964744), a company registered in England and Wales and our Registered Office is Headquarters Building, Brookenby Park, Brookenby, Market Rasen, Lincolnshire, UK, LN8 6HF. Our registered VAT number is GB 279 166 564.
- 3.2 You can contact us by telephoning us on 01472 397 105 or by writing to us at our registered office as detailed on our Website.
- 3.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provide in the Order.

4. The contract between you and us

- 4.1 If you are buying on-line or placing an Order over the telephone or by e-mail by post we will accept your Order on the sooner of when we e-mail you to accept it or when we invoice you, at which point a Contract will come into existence between us.
- 4.2 Any quotation given by us does not constitute an offer. Unless otherwise stated on the quotation, a quotation shall only be valid for 30 days from its date of issue.
- 4.3 Where we send you an acknowledgement of your Order this does not mean we have accepted your Order.
- 4.4 By placing an Order you confirm that you are at least 18 years of age.
- 4.5 Clauses 4.6 to 4.12 apply in addition to Clauses 4.1 to 4.4 (inclusive) above.
- 4.6 You confirm that you have the authority to bind any business on whose behalf you purchase our Products or Services.
- 4.7 These Terms take precedence over your terms and conditions. Our agreement to supply Products or Services against a company Purchase Order, or any other form of acceptance of your Order, shall not be taken as an acceptance of your terms and conditions under any circumstances, notwithstanding any attempt by you to impose your own terms and conditions in your Purchase Order or via any other terms and conditions referred to by you or in your documentation.
- 4.8 Our acceptance of your Order does not imply acceptance of any terms and conditions other than our own.
- 4.9 These Terms and any document expressly referred to in them constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us.
- 4.10 You acknowledge that in entering into this Contract you do not rely on any statements, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them.
- 4.11 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent mis-statement based on any statement in the Contract.
- 4.12 We are under no obligation to accept your Order.
- 4.13 Changes to the Terms
- 4.13.1 We amend these Terms from time to time. Please look at our Website to see when these Terms were last updated and which Terms were changed.
- 4.13.2 Every time you order Products from us, the Terms in force at the time of your Order will apply to the Contract between you and us. Every time you wish to place an Order, please check these Terms to ensure you understand the Terms which will apply at the time.
- 4.13.3 We may change these Terms as they apply to your Order to reflect changes in relevant laws and regulatory requirements.

5. Our Products

- 5.1 The packaging of the Product may vary from that shown in our catalogues whether on-line or otherwise.
- 5.2 If you are ordering a Product to a specific measurement you are responsible for making sure that the measurements you give us are correct.
- 5.3 If you wish to make a change to the Product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.
- 5.4 We may change the Product:
- 5.4.1 to reflect changes in relevant laws and regulatory requirements; and
- 5.4.2 to implement minor technical adjustments and improvements, for example to address a health and safety issue, or improve functionality. These changes will not affect your use of the Product.
- 5.5 Any samples, drawings, descriptive matter or advertising produced by us and illustrations contained in our catalogues or brochures for the sole purpose of giving an approximate description of the Products described in them.
- 5.6 From time to time, manufacturers may make changes to Product specifications and descriptions. Whilst we try to ensure that Product descriptions reflect manufacturer descriptions, we cannot guarantee that our description matches a manufacturer's description.
- 5.7 Even though we may give assistance in relation to measurements you remain ultimately responsible for measurements and we accept no liability in this regard.
- 5.8 We warrant that on Delivery and for a period of 12 months from Delivery (the "**Warranty Period**"), the Products shall:
- 5.8.1 conform in all material respects with the manufacturer's specification (or in the case of any Products which we have tailored to your requirements that they will conform in all material respects with the specification we have agreed); and
- 5.8.2 be free from material defects in design, material and workmanship.
- 5.9 Subject to Clause 5.10 if:
- 5.9.1 you give notice in writing to us during the Warranty Period within a reasonable time of discovery that some or all of the Products do not comply with the warranty set out in Clause 5.8; and
- 5.9.2 we are given a reasonable opportunity of examining such Products; and
- 5.9.3 you have (if asked to do so by us) returned such Products to our place of business at your cost, we shall, at our option, repair or replace the defective Products, or refund the price of the defective Products in full.
- 5.10 We shall not be liable for the Product's failure to comply with the above warranty in Clause 5.8 if:

- 5.10.1 the defect arises because you failed to follow any oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Products or (if there are none) good trade practice regarding the same;
- 5.10.2 the defect arises as a result of us following any measurements, drawing, design or specification supplied by you;
- 5.10.3 you alter or repair the Products without our written consent;
- 5.10.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; and/ or
- 5.10.5 the Products differ from the manufacturer's specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.11 We shall in addition to the warranty in Clause 5.8 also pass on the benefit of any manufacturer warranty (whether or not it exceeds our warranty in Clause 5.8) . Copies of the manufacturer's warranties are available prior to the purchase of the Products by contacting us.
- 5.12 We shall endeavour to liaise with the manufacturer in respect of any claim by you that the Products do not comply with the manufacturer's warranty as soon as is practical after such claims have been notified to us.
- 5.13 Except as provided in Clauses 5.9 and 5.11 , we shall have no liability to you in respect of the Product's failure to comply with the warranty set out in Clause 5.8
- 5.14 These Terms shall apply to any repaired or replacement Products supplied by us.
- 5.15 You shall not alter, deface or remove any reference to us or the manufacturer or any other name displayed on the Products or their packaging or labelling. You acknowledge that you are under a duty to (and hereby agree) to pass on to your customer all instructions, information and warnings supplied to it by us with the Products.
- 5.16 You shall indemnify us and keep us indemnified and hold us harmless against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by us in respect of any claim or claims are made against us in respect of a breach of Clause 5.15.
- 5.17 In circumstances in which we supply Products to you for incorporation with or use ancillary to, any composite or other products to be produced, manufactured, processed or supplied by you ("**Relevant Products**") used in conjunction with services to be provided by you or a third party then:
 - 5.17.1 you shall forthwith on demand produce for inspection by us copies of all written instructions, information and warnings to be supplied by you in relation to the Relevant Products, provided that such inspection or right to inspect shall not of itself constitute acceptance or approval by us of such instructions, information or warnings; and
 - 5.17.2 you undertake to maintain appropriate, up-to-date and accurate records to enable the immediate recall of any of the Relevant Products or batches of products which contain the Relevant Products from the retail or wholesale markets. These records shall include records of deliveries to customers (including batch numbers, delivery date, name and address of customer, telephone number, fax number and email address);
 - 5.17.3 you shall, at our cost, give any assistance that we shall reasonably require to recall, as a matter of urgency the Relevant Products from the retail or wholesale market;

5.17.4 you shall indemnify us and keep us indemnified and hold us harmless against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by us in respect of any claim or claims are made against us relating to the Relevant Products in circumstances in which the Products supplied by us are either:

(i) not the defective part of the Relevant Product; or

(ii) are only rendered the defective part or become a defective product by reason of acts or omissions of acts of you or a third party (including the supply of defective free issue materials); or

(iii) are only rendered the defective part or became a defective product by reason of instructions or warnings given by you or other supplier of the composite or other products; or

(iv) are supplied in accordance with a specification or drawings furnished by, or on behalf of you.

5.18 For the purposes of Clause 5.17.4 only, the word defective shall be interpreted in accordance with the definition of defect contained in Part 1 of the Consumer Protection Act 1987.

6. Delivery

- 6.1 Except in relation to Products which we are tailoring to meet your requirements and measurements where we will notify you of our estimated delivery date on receipt of your Order, we always try to send your Order out the same day we receive it for delivery next day, but we can't promise that we will always be able to do this. We will try to send out all orders received by 3.p.m. on that day (if the Order is in stock) but after that we may not be able to despatch the same day.
- 6.2 Clauses 6.3 to 6.15.1 apply in addition to Clause 6.1.
- 6.3 Where we are delivering Products to you we shall ensure that:
- 6.3.1 each delivery of the Products is accompanied by a delivery note which shows the date of the Order, all relevant reference numbers of yours and ours, the type and quantity of the Products (including the code number of the Products, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of the Products remaining to be delivered; and
- 6.3.2 if we require you to return any packaging materials to us, that fact is clearly stated on the delivery note. You shall make any such packaging materials available for collection at such times as we shall reasonably request. Returns of packaging materials shall be at your expense.
- 6.4 The Delivery Location shall be as set out in the Order.
- 6.5 **Delivery** of the Products shall be completed:
- 6.5.1 on the Product's arrival at the Delivery Location, if the Delivery Location is premises other than our premises; or
- 6.5.2 if you have agreed to collect them from our premises when they are made available for collection at our premise; or
- 6.5.3 or if you fail to collect or receive the Products, as detailed under Clause 6.7.
- 6.6 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We shall not be liable for any delay in delivery of the Products that is caused by a Force Majeure Event or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.
- 6.7 If you fail to take or accept delivery of the Products within 3 days of us notifying you that the Products have been despatched or are ready for you to collect as you requested, then, except where such failure or delay is caused by a Force Majeure Event or our failure to comply with our obligations under the Contract:
- 6.7.1 **Delivery** of the Products shall be deemed to have been completed at 9.00 am on the third day after the day on which we notified you that the Products were ready; and
- 6.7.2 we shall store the Products until delivery takes place, and charge you for all related costs and expenses (including insurance).
- 6.8 If 7 days after the day on which we notified you that the Products were ready for delivery, you have not taken or accepted delivery of them, we may resell or otherwise dispose of part or all of the Products and, after deducting reasonable storage and selling costs, account to you for any excess over the price of the Products or you for any shortfall below the price of the Products.

- 6.9 We may deliver the Products by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.
- 6.10 If the Products we deliver are not what you ordered, or are damaged or defective before delivery, or the delivery is of an incorrect quantity, and provided that you have notified us accordingly within 7 days of delivery, our only obligation, at your option, will be:
- 6.10.1 to make good any shortage or non-delivery; or
 - 6.10.2 to replace or repair any Products that are damaged or defective; or
 - 6.10.3 to refund to you the amount paid by you for the Products in question, which may not include the cost of delivery.
- 6.11 If you do not receive Products ordered within 7 days of the date on which you ordered them, you must notify us of the problem in writing at our contact address within 14 days of the date on which you ordered the Products.
- 6.12 If non-arrival of Products is the fault of the carrier or method of delivery you selected at the time of placing the Order, we will assist you in pursuing any claim for the lost Products on your behalf, except where the carrier does not accept any liability for non-delivery. If you choose ordinary post for delivery we will obtain proof of posting.
- 6.13 In any event we accept no liability whatsoever in the event of non-delivery as a result of the fault of the carrier.
- 6.14 Please note that when you sign to receive a consignment you are signing that it has been delivered in full and undamaged. You are advised to check arriving consignments carefully for completeness: once you have signed that the consignment has arrived in full we cannot assist you with any claim for missing Products.
- 6.15 Where Products are supplied by us for export outside of the United Kingdom the following additional provisions shall apply:
- 6.15.1 You shall be responsible for complying with any legislation or regulations governing:
 - (i) the importation of Products into the country of destination and for payment of any duties thereon; and
 - (ii) compliance of the Products in general including in relation to compliance with applicable laws, product safety, packaging and labelling in the country of destination.

7. Ownership of the Products (Title) and Responsibility for the Products (risk)

- 7.1 Title to the Products shall not pass to you until the earlier of:
- 7.1.1 us receiving payment in full (in cash or cleared funds) for
 - (i) the Products; and
 - (ii) any other Products that we have supplied to you in respect of which payment has become due, in which case title to the Products shall pass at the time of payment of all such sums; or
 - 7.1.2 you resell the Products, in which case title to the Products shall pass to you at the time specified in Clause 7.3
- 7.2 Risk in the Products shall pass to you on Delivery and from Delivery until title to the Products has passed to you, you shall:
- 7.2.1 store the Products separately from all other Products held by you so that they remain readily identifiable as our property;
 - 7.2.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
 - 7.2.3 maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - 7.2.4 notify us immediately if you become subject to an Insolvency Event; and
 - 7.2.5 give us such information relating to the Products as we may require from time to time.
- 7.3 Subject to Clause 7.1, you may resell or use the Products in the ordinary course of your business (but not otherwise) before we receive payment for the Products. However, if you resell the Products before that time:
- 7.3.1 you do so as principal and not as our agent; and
 - 7.3.2 title to the Products shall pass from us to you immediately before the time at which resale by you occurs.
- 7.4 If before title to the Products passes to you, you become subject to any Insolvency Event then, without limiting any other right or remedy we may have:
- 7.4.1 your right to resell the Products or use them in the ordinary course of your business ceases immediately; and
 - 7.4.2 we may at any time:
 - (i) require you to deliver up all Products in your possession which have not been resold, or irrevocably incorporated into another Product; and
 - (ii) if you fail to so deliver up promptly, enter or authorised representatives may enter any premises of yours or of any third party where the Products are stored in order to recover them.

8. Price

- 8.1 It is always possible that, despite our best efforts, some of the Products we sell may be incorrectly priced. We will normally check prices before accepting your Order so that, where the Product's correct price at your Order date is less than our stated price at your Order date, we will charge the lower amount. If the Product's correct price at your Order date is higher than the price stated in our price list in force at the time of the Order, we will contact you for your instructions before we accept your Order. If we accept and process your Order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the Contract, refund you any sums you have paid and require the return of any Products provided to you.
- 8.2 If the rate of VAT changes between your Order date and the date we supply the Product, we will adjust the rate of VAT that you pay, unless you have already paid for the Product in full before the change in the rate of VAT takes effect.
- 8.3 Clauses 8.4 to 8.9.3 apply in addition to Clauses 8.1 to 8.2 (inclusive).
- 8.4 The price of the Products and Services shall be the price set out in the Order, or, if no price is quoted in respect of the Products, the price set out on the Website. However please see Clause 8.1 for what happens if we discover an error in the price of the Product you order.
- 8.5 If the price of the Products has increased between the time you placed the Order and when we process the Order, or the carriage cost unexpectedly falls into a higher price band we will contact you by email as you have the option not to continue with your purchase: we will not progress your Order any further until we hear back from you. If the price of the Products has decreased or the carriage cost can be reduced we will charge the lower pricing and progress your Order without advising you.
- 8.6 The price of the Products is exclusive of the costs and charges of packaging, insurance and transport of the Products, which shall be invoiced to you.
- 8.7 The price of the Products and the Services are exclusive of amounts in respect of value added tax (VAT). You shall, on receipt of a valid VAT invoice from us, pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Products and the Services.
- 8.8 We may, by giving notice to you at any time before Delivery, increase the price of the Products to reflect any increase in the cost of the Products that is due to:
- 8.8.1 any factor beyond our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 8.8.2 any request by you to change the delivery date(s), quantities or types of Products ordered, or the specification of the Products; or
- 8.8.3 any delay caused by any instructions given by you or failure of you to give us adequate or accurate information or instructions.
- 8.9 We reserve the right to increase the price of the Services, by giving you notice at any time due to:
- 8.9.1 any factor beyond our control;
- 8.9.2 any request by you to change the Services or the specification; or

8.9.3 any delay caused by any instructions of you in respect of the Services or your failure to give us adequate or accurate information or instructions in respect of the Services.

9. Payment

- 9.1 We may invoice you for the Products on or at any time after the completion of delivery or if by instalments after the completion of each instalment.
- 9.2 Invoicing dates for the Services are as detailed in the Order.
- 9.3 You shall pay the invoice in full and in cleared funds by the due date as detailed on the invoice. Time of payment is of the essence.
- 9.4 If you fail to make any payment due to us under the Contract by the due date, then (without prejudice to any other rights and remedies of ours, we may):
- 9.4.1 suspend any deliveries of Products or provision of Services under this Contract and/or any Contracts between us until payment in cleared funds has been received by us;
- 9.4.2 you shall pay interest on the overdue amount at the rate of 4% per annum above National Westminster Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount; and
- 9.4.3 we may in our absolute discretion immediately and without notice suspend, modify, or revoke any credit terms we may have agreed with you (see Clause 9.6): in such circumstances the full balance on your account will fall due for immediate payment and you accept all charges we may make in respect of interest on the outstanding balance for the period it is overdue.
- 9.5 If you fail to make payment to us under this Contract within 7 days of the due date, then without prejudice to any other rights or remedies of ours we reserve the right to terminate this Contract and/or any other Contracts.
- 9.6 If we have agreed to provide you with credit terms which you have accepted in writing:
- 9.6.1 we will agree to despatch Products to you in advance of payment;
- 9.6.2 the "due date" for payment shall be the date shown on our invoice in accordance with the credit terms we have agreed with you;
- 9.6.3 a breach of the credit terms will be deemed to be a breach of this Contract;
- 9.6.4 if you dispute any invoice or invoice value you agree to notify us within seven days. If you do not notify us within seven days of receiving the statement you may not subsequently withhold payment for the invoice you dispute: if you dispute it later it must be paid in full and we will dispute the invoice with you, issuing a credit note or refund entirely at our discretion if it is found that our invoice is incorrect;
- 9.6.5 we will send you a statement of all invoices outstanding for payment;
- 9.6.6 we may withdraw credit terms at any time in our sole discretion.
- 9.7 You shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). We may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by you against any amount payable by us to you.

10. When you may cancel the Contract

- 10.1 If you wish to cancel the Contract/or amend the Order for Products we will liaise with our suppliers to see if they will accept the cancellation. We will not be able to accept such cancellation or amendment where our suppliers will not accept such.
- 10.2 If cancellation or amendment is accepted subject to a charge by our suppliers those costs shall be payable by you (we will get your approval first).
- 10.3 We reserve the right to charge you additional sums to cover our costs of cancellation on an indemnity basis.
- 10.4 We also reserve the right to apply the costs under Clause 10.2 and Clause 10.3 against any sums you have paid us.

11. How we may end the Contract

11.1 We reserve the right to cancel your Contract if:

- 11.1.1 we have insufficient stock to deliver the Products you have ordered in an acceptable time scale;
- 11.1.2 one or more of the items ordered was listed at an incorrect price for whatever reason;
- 11.1.3 your card payment was refused, not authorised or declined by your card provider;
- 11.1.4 a cheque you provided for payment is not honoured when presented to your Bank;
- 11.1.5 as detailed elsewhere in these Terms.

12. Returning Products

- 12.1 Where a card payment has been authorised by you and pre-authorised by us, your card provider or your bank may ring fence enough money to meet the expected payment: although we may refund in full immediately, your credit card provider or your bank may not release the ring-fenced funds immediately. There is nothing we can do to control the activity of your credit card provider or your bank.
- 12.2 Clauses 12.2 to 12.6 applies in addition to Clause 12.1.
- 12.3 See Clause 5 regarding your rights to return Products.
- 12.4 If you believe a Product we have supplied you with is not in accordance with the warranty in Clause 5.8 then contact us using the details on our Website.
- 12.5 Provided that you have complied with the requirements in Clause 5:
- 12.5.1 we will try where possible to help you get a fix over the phone; and/or
- 12.5.2 we may agree that the Product needs further investigation to ascertain whether or it may be returned in accordance with Clause 5.9 in which case we will give you an RMA number to return the Product to us for testing.
- 12.6 For the avoidance of doubt if you are a reseller, we do not take calls or liaise with end users direct.

13. Our liability to you

13.1 Nothing in these Terms shall limit or exclude our liability for:

13.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

13.1.2 fraud or fraudulent misrepresentation;

13.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;

13.1.4 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982;

13.1.5 defective products under the Consumer Protection Act 1987.

13.2 Subject to Clause 13.1:

13.2.1 we shall under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

13.2.2 our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Products or the Services to which the claim relates.

13.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

13.3 You acknowledge and agree that:

13.3.1 notwithstanding any input by us into your selection of the Products, you have had the opportunity to examine any specifications of the Products to satisfy yourself that the specifications of the Products meet your requirements;

13.3.2 any specification provided by us in relation to the Services meets your requirements; and accordingly we shall have no liability in respect of any specification of the Products or the Services not meeting your requirements.

14. WEEE regulations

- 14.1 For the commercial use of electrical and electronic equipment arising or deriving from the Products ("**EEE**") which is subject to the European Directive 2012/19/EU of the European Parliament and the Council of 4 July 2012 on waste electrical and electronic equipment recast and resulting implementing regulations, laws or codes as amended from time to time including the Waste Electrical and Electronic Equipment Regulations 2013 (SI2013/13) ("**WEEE Laws**"), responsibility for the organisational, financial, recovery and environmentally sound disposal of waste originating from this EEE marketed after 13 August 2005 is transferred to you and you accept and agree to this responsibility.
- 14.2 You agree to comply with all additional obligations placed upon Resellers by the WEEE Laws and provide your WEEE compliance scheme operator with such data, documents, information and other assistance as such scheme operator may from time to time reasonably require to enable such operator to satisfy the obligations assumed by it as a result of membership of the operator's compliance scheme.
- 14.3 You shall be responsible for all costs and expenses arising from and relating to your obligations in regard to WEEE.
- 14.4 You shall indemnify us and keep us indemnified and hold us harmless against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by us as a result of your breach of this Clause 14.

15. Additional provisions regarding services provided by us

- 15.1 We shall provide the Services as detailed in the specification agreed by us and you in accordance with that specification in all material respects.
- 15.2 We shall use all reasonable endeavours to meet any performance dates for the Services specified in Order or specification but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 15.3 We shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and we shall notify you in any such event.
- 15.4 We warrant to you that the Services will be provided using reasonable care and skill.
- 15.5 You shall indemnify us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses), ("**Losses**") suffered or incurred by us in respect of any claim made against us in connection with our use or our representatives use of or reliance on information diagrams or specifications provided by you during the provision of the Services including without limitation, Losses for actual or alleged infringement of a third party's intellectual property rights.
- 15.6 All intellectual property rights in or arising out of or in connection with the Services shall be owned by us.
- 15.7 If the Contract is for Services and is terminated (for any reason) without prejudice to any other rights or remedies of ours, we reserve the right to invoice for all Services carried out by us up to the date of termination.

16. Other important terms

- 16.1 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining Clauses will remain in full force and effect.
- 16.2 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Products, we can still require you to make the payment at a later date.
- 16.3 The ending of this Contract by us shall not affect any other rights or remedies of ours or yours.
- 16.4 This Contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the Contract or make any changes to these Terms.
- 16.5 Clauses 16.6 to 16.12 apply in addition to Clauses 16.1 to 16.4 (inclusive).
- 16.6 Any termination of this Contract shall not affect any accrued rights or liabilities of either you or us coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come onto or continue in force on or after such termination including Clauses 5, 13, 14 and 16.6.
- 16.7 On termination of the Contract for any reason we shall be entitled to invoice you for all Services carried out to date, which shall become payable in accordance with these Terms.
- 16.8 If you are re-selling Products you will and will procure that officers, employees and agents and any other person resells Products will not commit an act or omission which causes or could cause us to cause or commit a breach in relation to anti-bribery and/or anti-corruption laws.
- 16.9 We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of our rights or obligations under the Contract.
- 16.10 You may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of ours.
- 16.11 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales. For the avoidance of doubt, the United Nations Convention on the International Sale of Goods shall not apply to this Contract.
- 16.12 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).