

TERMS & CONDITIONS

- 1 The quantity, quality and description of and any specification for the Goods shall be those set out overleaf. The customer shall be responsible to TELNET for ensuring the accuracy of any information given to TELNET who shall not be liable if the Customer fails to give complete and accurate information to TELNET for the purpose of the Customer's specification.
- 2 Payment is due in full on installation of the equipment for outright purchase. Bank details and Company registration numbers may be required. The Customer shall remain solely responsible for obtaining any necessary finance. Any failure to obtain finance shall not otherwise affect the Customer's liability to TELNET.
- 3 For leasing agreements, all documentation must be completed before delivery. Telnet will not be responsible for the customer's failure to pass leasing criteria. It is the customers responsibility to obtain finance as required.
- 4 Any extra work not detailed in the quotation will be charged at TELNET's normal prices (details of which will be supplied on request). Please refer to the Sales Agreement.
- 5 All installations must comply with Department of Trade and Industry Regulations. It is the Customer's responsibility to provide an adequate site for equipment and to make sure the building earth is within the required limits. A suitable power point must also be provided.
- 6 Title to goods remains with TELNET until payment is received in full.
- 7 TELNET will install the Equipment as soon as reasonably practicable. The Customer shall be obliged to give the necessary access for installation. Time is not of the essence and TELNET will not be responsible for any delays in connection by the Network Provider.
- 8 TELNET reserve the right to make additional charges, at current rates, due to unforeseen circumstances, at the time of installation. Should the installation or cost involve the installation of BT lines by BT Openreach TELNET reserve the right to pass along to the customer additional charges raised by Openreach at the time of installation.
- 9 TELNET reserves the right to charge for service calls that are due to operator error or Network faults.
- 10 Installations generally have hidden wiring. TELNET will advise on this aspect but cannot guarantee hidden wiring in every case. Please refer to the Sales Agreement.
- 11 TELNET will not be held responsible for loss of business by failure of the equipment.
- 12 Installations are arranged in advance and may require rescheduling due to unforeseen circumstances. Working outside normal hours may be required and if this is not possible please inform us at the time of order. Should building contractors delay installation we cannot guarantee to reschedule the installation at a convenient time and date. We also reserve the right to charge for extra site visits required.
- 13 Risk of damage to or loss of the Goods shall pass to the Customer at the time of delivery, or if the Customer wrongfully fails to take delivery of the Goods, the time when TELNET or its agents tendered delivery of the Goods.
- 14 Should the equipment ordered be not available, we reserve the right to provide equipment of equal quality and specification.
- 15 TELNET will at its discretion provide with regard to telephone systems and facsimile training free of charge during one visit.
- 15 Prices are subject to VAT and/or other applicable taxes at the prevailing rate at the appropriate time. We reserve the right to charge interest at 4% above Lloyds TSB plc base rate or 15% per annum (whichever shall be the higher) on overdue balances.
- 16 By placing an order the Customer accepts the Terms and Conditions herein and no order, which has been accepted by TELNET, may be cancelled by the Customer except with the written agreement of TELNET. The Customer shall be obliged to pay a cancellation fee of 50% to Telnet as a result of any cancellation.
- 17 No variation to the Terms and Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and TELNET.
- 18 Any representation, advice or recommendation given by TELNET or its employees or agents to the Customer or its employees or agents as to the use or application of the Goods which is not confirmed in writing by TELNET is followed or acted upon entirely at the Customer's own risk and accordingly TELNET shall not be liable for any such representation, advice or recommendation which is not so confirmed.
- 19 The construction validity and performance of these Terms and Conditions shall be governed by the laws of England and the Courts of England shall have exclusive jurisdiction to decide any dispute concerning this agreement.
- 20 These Terms and Conditions set out the entire contract between TELNET and the Customer and no representative advice or recommendation made by TELNET or its employees or agents to the Customer shall be included or implied unless separately agreed in writing and annexed hereto.
- 21 Prices will be those prevailing at the date hereof.

Signed:

Name:

Date: