

Sentel Independent Ltd Terms and Conditions of Business

GENERAL

Sentel Independent Ltd. (hereinafter referred to as "the Company") quote for and accept all orders subject only to these Terms and Conditions which are, to the extent permitted by law, to the exclusion of all other guarantees, conditions and warranties (including any as to quality or fitness for any particular purpose) whether express or implied. In the event of customers' orders containing terms or conditions inconsistent with these Terms and Conditions, the latter shall prevail. No addition to or variation from these Terms and Conditions shall have effect unless the same is expressly accepted by the Managing Director of the Company in writing. The Company's price lists and other advertising matter shall not form part of any contract between the Company and its customers. The Company reserves the right to modify designs and specifications without prior notification.

ACCEPTANCE OF ORDERS

Delivery by the Company of any goods ordered shall in all circumstances constitute the Company's acceptance of that order. All orders must be placed with an appropriate purchase order number, code or contact details. Special pricing, agreements and rates must be confirmed in writing and signed for by the supplier and the customer. It is the customer's responsibility to ensure the telephone system is set up fully for call logging including programming the port, provision of an analogue line or extension and provision of a dedicated power supply. Sentel are not responsible for any costs associated with programming the customer's telephone system for call logging.

DELAY

Although all reasonable efforts will be made to fulfil delivery dates, such dates being indicative only, no liability arising from delay or non-delivery is accepted by the Company.

COMPANY'S LIMITATION OF LIABILITY

To the extent permitted by law, the Company's liability to the customer is limited to the value of the goods giving rise to any claim and in no circumstances will the Company be liable for indirect or consequential loss or loss of profit.

PRICES

Prices rule at date of delivery for site renewals based on the number of extension being monitored notwithstanding any quotations previously made unless expressly agreed between the Company and the customer and signed for by both parties.

PAYMENT

All accounts are due for payment 30 days from the date on which the invoice was raised (commencement date) PROVIDED THAT if any invoice has not been paid by a customer within such 30 days period then the Company may by written notice to the customer declare that all invoices due in respect of that customer are payable forthwith and such 30 day period for payment shall no longer apply. At the Company's discretion any allowance / discount offered on an account may be disallowed if the account is not settled within the said period and furthermore, without prejudice to the Company's rights at law any sums overdue for payment may be subject to interest at the rate of 5% per annum. The Company shall be entitled to recover any costs which it incurs in taking steps to recover any overdue sums. Invoicing commences on the date specified on the Supplier's Invoice ('Invoice Date') and will continue until terminated by either party by no less than 30 days written notice to expire on an anniversary of the Commencement Date / original invoice date. The price for the first year of any is the Company's list price at the date of the order unless otherwise agreed by both parties in written form and signed by both parties. The price for subsequent years is the Company's list price at the anniversary of the commencement / original invoice date. The Company will inform the customer by invoice at each anniversary of the commencement / original invoice date of the price payable for the next 12 months. This price is subject to the number or extensions / users / handsets in use by the Company.

CANCELLATIONS

Cancellations cannot be accepted unless made in writing and agreed by the Company's Managing Director. Cancellations must be provided in a written format by the customer not less than 30 days prior to the date of renewal / anniversary. Upon receipt of written notice of cancellation of new orders not yet invoiced, setup, handling and transportation costs may still be charged. All customers subject to special pricing for special arrangements must sign to show acceptance of charges and the customer must pay for the duration of the agreement.

OWNERSHIP

The Company reserves the right to recover and repossess goods and dispose of goods as it sees fit in the event of payment not being made pursuant to the terms hereof.

RETURNS

Goods or equipment returned cannot be accepted unless authorised in writing by the Company's Managing Director. The Company recommends that customers arrange for goods being returned to be insured and carefully packed. When the Company agrees to accept the return of goods, these must be returned at the customer's expense, be in perfect condition and may be subject to a handling charge at the Company's discretion. All faulty equipment is replaced free of charge by the Company at the Company's expense. There is no recourse for loss of data for billing purposes or any other purpose.

CONFIDENTIAL INFORMATION

The customer shall treat as strictly confidential and not divulge to any third party (i) any user names or passwords used in connection with the Company's system(s), (ii) all information provided by the Company by way of price lists, volumes and other reports and (iii) any other information provided by the Company and marked as being confidential (or word(s) having similar effect).

GOVERNING LAW

All orders placed by customers and any other agreements between the customer and the Company shall be subject to the laws of Northern Ireland whose courts shall have exclusive jurisdiction.

THIRD PARTIES

No person other than the Company and the customer has any rights under these Terms and Conditions (and any agreement incorporating the same) pursuant to the Contracts (Rights of Third Parties) Act 1999.