

Oak Call Logging Equipment Standard Terms & Conditions

YOUR AGREEMENT WITH US (this "AGREEMENT") IS MADE UP OF THE FOLLOWING DOCUMENTS:

- (i) THESE CONDITIONS;
- (ii) THE SERVICE AGREEMENT;
- (iii) THE ORDER SCHEDULES;
- (iv) THE RELEVANT TARIFF(S) FOR THE SERVICES WE AGREE TO PROVIDE TO YOU;
- (v) THE CONDITIONS FOR COMMUNICATION SERVICES; AND
- (vi) ANY OTHER RELEVANT PRODUCT SPECIFIC CONDITIONS.

1. Definitions

In these terms

- i. 'The Company' means Gamma Business Communications Ltd and includes Gamma Network Solutions Ltd.
- ii. 'The Customer' includes the purchaser of Goods or the client for whom the Services are carried out;
- iii. 'Goods' include computer products, systems, programs and software, and other equipment supplied by the Company;
- iv. 'Services' means expert assistance and advice both written & oral provided by the Company acting in a consulting capacity.

2. General

All contracts for the supply of Goods and Services by the Company are subject of these terms which take precedence over any of the Customer's own terms. The terms will apply to any repeat order submitted by the Customer unless otherwise notified by the Company. No variation or addition to the terms or other statements made by the Company shall be binding unless confirmed in writing by a director of the Company.

3. Quotations

- i. Quotations by the Company are deemed to be an invitation to treat only and not an offer.
- ii. All quotations given are on a day-to-day basis and are subject to withdrawal without notice.
- iii. Prices quoted unless expressly agreed exclude carriage installation and VAT which will be charged at the rate current at the tax point date of the Company's invoice.
- iv. All orders and contracts whether based on a quotation or not are accepted on the condition that the company has the right from time to time to make any variation in the price which may be considered to be justified and without prejudice to the Company's right to require payment for all Goods previously delivered, to cancel any uncompleted portion of a contract with a Customer who is not willing to accept any such variation in the contract.
- v. Dates quoted for despatch are estimates and not guaranteed. The Company shall not be liable for any losses which may occur and are a result of any delay in despatch or receipt of Goods by the Customer.
- vi. Additional work shall be paid for at rates agreed between the Company and the Customer.
- vii. Unless otherwise stated, all quotations are conditional upon acceptance within one month of the date thereon, and are subject to written confirmation upon receipt of a written order.

viii. The specification of Goods contained in a quotation is only approximate and not binding on the Company. The Company reserves the right in any event to make minor alterations and improvements to such specification.

4. Ownership and Risk

- i. The risk in the Goods sold shall pass to the Customer on delivery.
- ii. The property in the Goods sold shall remain in the Company until the Customer pays:
 - a. the whole of the price thereof and
 - b. the whole of the price of all other Goods sold and delivered under any other contract between the Company and the Customer. Until such payment has been made the Customer shall store and keep the Goods separate from other Goods in its possession so as to enable them to be identified and the Company shall have the right at any time to retake possession of the Goods and for that purpose to enter upon the Customer's premises.
- iii. Where the Goods are installed by the Company it is the Customers responsibility to make available a suitable mains electric supply sockets and suitable ports from the telephone exchange and a suitable location for the equipment and to provide all necessary information prior to the agreed date for the commencement of installation.
- iv. When items of computer hardware or cabling are to be provided by the Customer these items are to be set-up and functional prior to the installation date.
- v. The Company may make a charge at its discretion in accordance with the Companies schedule of charges when a return visit to site is requested where the Customer has failed to provide the supplies or access described herein.

vi. It is the responsibility of the Customer to provide access to the site and any specific Health & Safety instructions. It will be the duty of any employees and servants of the Company to comply with all reasonable safety and security instructions issued to them.

5. Terms of Payment

The Company's terms of payment are strictly cash before supply of the Goods or Services. Where the credit control department of the Company has approved an account, payment will be within 14 days of the Company's invoice date. The Company shall be entitled to interest on any outstanding sum at the rate of 5% above the base rate of National Westminster Bank PLC.

6. Complaints

The Company undertakes to replace free of charge any Goods which are shown not to comply with its normal specifications due to faulty material or manufacture. PROVIDED ALWAYS THAT written notification of the claim giving details of the alleged defect is given to the Company.

- i. In the event of the defect having been apparent at the time of delivery or within 72 hours.
- ii. In the event of a latent defect within 3 days of such defect becoming apparent.
- iii. The Company is satisfied that the defect is due to some condition present in the Goods prior to delivery, and that the Goods have been used in a normal and proper way and

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properly handled, carried, stored and maintained and not modified or altered since delivery.

iv. Although the Company makes every effort to supply Goods strictly to accord with the quality of specification ordered, if any Goods supplied by the Company should be defective or not of the correct quality or specification ordered the Company's liability shall be limited to the free replacement of any Goods shown to be unsatisfactory.

v. The Company is not under any circumstance to be liable for any loss or damage whether direct or indirect caused or arising by reason of late supply or any fault, failure or defect in any material or Goods supplied by the Company or by reason of the same not being of the quality or specification ordered, or by reason of any other matter.

7. Confidentiality and Copyright

i. In accordance with normal professional practice the Company shall not divulge any confidential information about the Customer or its business to third parties.

ii. Conversely, reports, documents submitted and advice given by the Company are for the use of the Customer alone and must not be handed over or otherwise disclosed to any third party.

iii. Copyright in any systems, programs, software or documents supplied to the Customer shall remain vested in the Company.

8. Suspension or Cancellation

i. If the Customer:

- a. is unable to pay his debts
- b. or is in breach of any obligations to the Company or
- c. becomes insolvent or
- d. is an incorporated company, and a receiver is appointed or a resolution for winding up the company is passed or a court order for winding up is made or
- e. is an individual and has a receiving order made against him or has made a composition or arrangement with his creditors the purchase price of all Goods delivered by the Company to the Customer to date shall immediately become due and payable from the Customer to the Company and in addition the Company reserves the right to suspend, delay or cancel of some or all the Goods and materials and without prejudice to its other rights the Company shall be entitled to recover from the Customer any loss on resale of the Goods comprised in the Contract and in no case shall the Company be liable for any loss or damage which may be suffered by the above as a result of or in consequence of any such action taken by the Company.

ii. In the event of the Customer and/or his agents giving instructions and afterwards finding it necessary to cancel same, such cancellation can only be accepted on the terms that the Customer and/or his agent accept full responsibility to the Company for all expenses so far incurred by the Company up to the time of cancellation, the Company's estimate for expenses being accepted as final.

9. Waiver

No giving of time or indulgence on the part of the Company in enforcing any term hereof shall prejudice its right to enforce the same or operate as a waiver of any other term.

10. Governing Law

The interpretation and application of the contract shall be in accordance with English law and the English courts shall have jurisdiction over any matter arising from it.