

THESE SUPPLEMENTARY CONDITIONS ARE SUPPLEMENTARY TO THE CONDITIONS FOR COMMUNICATIONS SERVICES ("the Agreement") WHICH YOU HAVE ALREADY SIGNED. WORDS AND PHRASES USED IN THESE SUPPLEMENTARY CONDITIONS HAVE THE SAME MEANINGS AS IN THE CONDITIONS FOR COMMUNICATIONS SERVICES. ALL THE TERMS OF THE CONDITIONS FOR COMMUNICATIONS SERVICES CONTINUE TO APPLY UNLESS THERE IS A CONFLICT BETWEEN THESE SUPPLEMENTARY CONDITIONS AND THE CONDITIONS FOR COMMUNICATIONS SERVICES IN WHICH CASE THE TERMS OF THESE SUPPLEMENTARY CONDITIONS WILL APPLY.

#### **APPLICABILITY AND TERM**

- 1.1 These supplementary conditions apply to the attached order for Sales Equipment.
- 1.2 These supplementary conditions apply from the time when the attached order is accepted by us until the time when your final payment for the Sales Equipment is received by us.

#### **DELIVERY**

- 2.1 Delivery will be to the address or addresses specified by you. Our standard delivery charges will apply to this order.
- 2.2 Delivery will be "Delivered Duty Paid (DDP)" as such is defined in Incoterms 2010 published by the International Chamber of Commerce.

#### **TITLE AND RISK**

- 3.1 Title in the Sales Equipment shall remain with us until receipt by us of your final payment.
- 3.2 Risk in the Sales Equipment passes to you on delivery and you agree that you will insure the Sales Equipment for its full value with a reputable insurance company from that date. Our interest in the Sales Equipment must be notified to the insurance company and you agree to produce to us evidence of the insurance policy, your payment of the relevant premium and the notification of our interest should we require it.

#### **INVOICING AND PAYMENT**

- 4.1 We will invoice you with each instalment as it falls due and you will pay the amounts invoiced according to our standard terms of payment as set out in paragraph 10.7 of the Agreement or as otherwise negotiated between us.
- 4.2 Value added tax is payable in addition to each instalment at the rate current when each instalment is invoiced by us and will be included by us on our invoice.
- 4.3 Payment will be by direct debit unless we have agreed otherwise.

#### **TERMINATION OF AGREEMENT**

- 5.1 These supplementary conditions shall terminate automatically on receipt by us of your final payment as set out in paragraph 1.2 above or on termination for any reason of the Agreement, whichever is the sooner.
- 5.2 On termination of the Agreement by us under the terms of paragraph 15 of the Agreement or by you under the terms of paragraph 17.2 of the Agreement or for any other reason prior to the payment by you of your final instalment all unpaid instalments for the Sales Equipment will become immediately payable in addition to any other amounts prescribed in the Agreement. You agree that you will pay any such unpaid instalments invoiced by us in full and without deduction on termination of the Agreement
- 5.3 In the event that you do not pay any instalments for the Sales Equipment when due or do not pay the unpaid instalments on termination as set out in paragraph 5.2 above we shall be entitled to repossess the Sales Equipment and you agree to return it to us without delay. After return of the Sales Equipment in these circumstances we will credit you with any amounts you have already paid for it less any expenses we have incurred in repossessing the Sales Equipment and less a reasonable deduction for any wear and tear of the Sales Equipment. These supplementary conditions shall be terminated when we make such payment if they have not already been terminated for the reasons stated in this paragraph 5.
- 5.4 The provisions of this paragraph 5 shall survive termination of the Agreement and of these supplementary conditions.