

## 1. INTERPRETATION

### 1.1 Definitions. In these Conditions, the following definitions apply:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 15.7.

**Contract:** the contract between TeleCentric Ltd and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

**Customer:** the person or firm who purchases the Goods and/or Services from TeleCentric Ltd.

**Deliverables:** the deliverables set out in the Order.

**Goods:** the goods (or any part of them) set out in the Order.

**Goods Specification:** any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and TeleCentric Ltd.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights

**Order:** the Customer's written acceptance of TeleCentric Ltd quotation.

**Services:** the services, including the Deliverables, supplied by TeleCentric Ltd to the Customer as set out in the Service Specification below.

**Service Specification:** the description or specification for the Services provided in writing by TeleCentric Ltd to the Customer.

## 2. BASIS OF CONTRACT

**2.1** The Order constitutes an offer by the Customer to purchase Goods and Services in accordance with these Conditions. Any quotation given by TeleCentric Ltd shall not constitute an offer, and is only valid for a period of 30 days from its date of issue and the Order shall only be deemed to be accepted when TeleCentric Ltd issues written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date).

**2.2** The Contract constitutes the entire agreement between the parties and these Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of TeleCentric Ltd which is not set out in the Contract. All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

**2.3** Any samples, drawings, descriptive matter or advertising issued by TeleCentric Ltd and any descriptions of the Goods or illustrations or descriptions of the Services contained in TeleCentric Ltd catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

## 3. GOODS

The Goods are described in the Goods Specification and TeleCentric Ltd reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirements.

## 4. DELIVERY OF GOODS

**4.1** TeleCentric Ltd shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and TeleCentric Ltd reference numbers and the type and quantity of the Goods. TeleCentric Ltd shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location) at any time after TeleCentric Ltd notifies the Customer that the Goods are ready and delivery of the Goods shall be completed on the completion of loading of the Goods at the Delivery Location.

**4.2** Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. TeleCentric Ltd shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide TeleCentric Ltd with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

**4.3** If TeleCentric Ltd fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. TeleCentric Ltd shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event the Customer's failure to provide TeleCentric Ltd with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

**4.4** If the Customer fails to take delivery of the Goods upon TeleCentric Ltd having notified the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by TeleCentric Ltd failure to comply with its obligations under the Contract in respect of the Goods, delivery of the Goods shall be deemed to have been completed at the time TeleCentric Ltd attempted delivery and TeleCentric Ltd shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

**4.5** If 10 Business Days after the Customer failed to accept delivery the Customer has not still not accepted delivery of them, TeleCentric Ltd may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

**4.6** TeleCentric Ltd may deliver the Goods 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 the Customer to cancel any other instalment.

## **5. QUALITY OF GOODS**

**5.1** TeleCentric Ltd warrants that on delivery the Goods shall (a) conform in all material respects with their description and the Goods Specification, (b) be free from material defects in design, material and workmanship, (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and (d) be fit for any purpose held out by TeleCentric Ltd .

**5.2** Subject to clause 5.3, if the Customer gives notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1 and TeleCentric Ltd is given a reasonable opportunity of examining such Goods, providing the Customer (if asked to do so by TeleCentric Ltd) returns such Goods to TeleCentric Ltd place of business at the Customer's cost, TeleCentric Ltd shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

**5.3** TeleCentric Ltd shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if (a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2, (b) the defect arises because the Customer failed to follow TeleCentric Ltd oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or good trade practice (c) the defect arises as a result of TeleCentric Ltd following any drawing, design or Goods Specification supplied by the Customer, (d) the Customer alters or repairs such Goods without the written consent of TeleCentric Ltd, (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions or (f) the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

**5.4** Except as provided in this clause 5, TeleCentric Ltd shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1 and the terms of these Conditions shall apply to any repaired or replacement Goods supplied by TeleCentric Ltd under clause 5.2.

## **6. TITLE AND RISK**

**6.1** The risk in the Goods shall pass to the Customer on completion of delivery.

**6.2** Title to the Goods shall not pass to the Customer until TeleCentric Ltd receives payment in full (in cash or cleared funds) for the Goods and any other goods or services that TeleCentric Ltd has supplied to the Customer, in which case title to the Goods shall pass at the time of payment of all such sums.

**6.3** Until title to the Goods has passed to the Customer, the Customer shall (a) store the Goods so that they remain readily identifiable as TeleCentric Ltd property and not remove, deface or obscure any identifying mark or packaging on or relating to the Goods, (b) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on TeleCentric Ltd behalf from the date of delivery and (c) notify TeleCentric Ltd immediately if it becomes subject to any of the events listed in clause 13.2.

**6.4** If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 13.2, then, without limiting any other right or remedy TeleCentric Ltd may have, TeleCentric Ltd may at any time require the Customer to deliver up all Goods and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

## **7. SUPPLY OF SERVICES**

**7.1** TeleCentric Ltd shall provide the Services to the Customer in accordance with the Service Specification in all material respects, but TeleCentric Ltd 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 TeleCentric Ltd shall notify the Customer in any such event.

**7.2** TeleCentric Ltd warrants to the Customer that the Services will be provided using reasonable care and skill and TeleCentric Ltd shall use all reasonable endeavours to meet any performance dates for the Services specified in Order or Service Specification, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

## **8. CUSTOMER'S OBLIGATIONS**

**8.1** The Customer shall (a) ensure that the terms of the Order, the Goods Specification and the Service Specification are complete and accurate, (b) co-operate with TeleCentric Ltd in all matters relating to the Services and provide TeleCentric Ltd with such information and materials as TeleCentric Ltd may reasonably require to supply the Services, and ensure that such information is accurate in all material respects, (c) provide TeleCentric Ltd, its employees, agents, consultants and subcontractors, with

access to the Customer's premises, office accommodation and other facilities as reasonably required by TeleCentric Ltd to provide the Services and prepare the Customer's premises for the supply of the Services and (d) keep and maintain all materials, equipment, documents and other property of TeleCentric Ltd (TeleCentric Ltd Materials) at the Customer's premises in safe custody at its own risk, maintain TeleCentric Ltd Materials in good condition until returned to TeleCentric Ltd, and not dispose of or use TeleCentric Ltd Materials other than in accordance with TeleCentric Ltd written instructions or authorisation.

**8.2** If TeleCentric Ltd 's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default) TeleCentric Ltd shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays TeleCentric Ltd 's performance of any of its obligations. TeleCentric Ltd shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from TeleCentric Ltd 's failure or delay to perform any of its obligations as set out in this clause 8.2 and the Customer shall reimburse TeleCentric Ltd on written demand for any costs or losses sustained or incurred by TeleCentric Ltd arising directly or indirectly from the Customer Default.

**8.3** The Customer shall not, without the prior written consent of TeleCentric Ltd , at any time from the date of the Contract to the expiry of 18 months after the termination or expiry of the Contract, solicit or entice away from TeleCentric Ltd or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of TeleCentric Ltd in the provision of the Services.

## **9. CHARGES AND PAYMENT**

**9.1** The price for Goods shall be the price set out in the Order or the Goods Specification and the charges for Services shall be the price as set out in the Order of the Service Specification.

**9.2** TeleCentric Ltd reserves the right to (a) increase its charges for the Services, provided that such charges cannot be increased more than once in any 12 month period. TeleCentric Ltd will give the Customer written notice of any such increase at least 1 month before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify TeleCentric Ltd in writing within 2 weeks of the date of TeleCentric Ltd's notice and TeleCentric Ltd shall have the right without limiting its other rights or remedies to terminate the Contract by giving 2 weeks' written notice to the Customer and (b) increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to TeleCentric Ltd that is due to (i) any factor beyond the control of TeleCentric Ltd (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs), (ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification, or (iii) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give TeleCentric Ltd adequate or accurate information or instructions in respect of the Goods.

**9.3** In respect of Goods (or any part thereof), TeleCentric Ltd shall invoice the Customer in respect of the Goods (or part thereof) on or at any time after completion of delivery of the Goods (or part thereof). In respect of Services, TeleCentric Ltd shall at its discretion either invoice the Customer monthly in arrears, or on completion of each stage (as determined by TeleCentric Ltd) of the Services, and the Customer shall pay each invoice submitted by TeleCentric Ltd within 30 days of the date of the invoice in full and in cleared funds to a bank account nominated in writing by TeleCentric Ltd and time for payment shall be of the essence of the Contract.

**9.4** All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by TeleCentric Ltd to the Customer, the Customer shall, on receipt of a valid VAT invoice from TeleCentric Ltd, pay to TeleCentric Ltd such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

**9.5** If the Customer fails to make any payment due to TeleCentric Ltd under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England 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. The Customer shall pay the interest together with the overdue amount.

**9.6** The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. TeleCentric Ltd may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by TeleCentric Ltd to the Customer.

## **10. INTELLECTUAL PROPERTY RIGHTS**

**10.1** All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by TeleCentric Ltd and the Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on TeleCentric Ltd obtaining a written licence from the relevant licensor on such terms as will entitle TeleCentric Ltd to license such rights to the Customer.

**10.2** All TeleCentric Ltd Materials are the exclusive property of TeleCentric Ltd.

## **11. CONFIDENTIALITY**

A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The

receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 11 shall survive termination of the Contract.

## **12. LIMITATION OF LIABILITY**

**12.1** Nothing in these Conditions shall limit or exclude TeleCentric Ltd 's liability for (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors, (b) fraud or fraudulent misrepresentation, (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession), (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession) or (e) defective products under the Consumer Protection Act 1987.

**12.2** Subject to clause 12.1, TeleCentric Ltd shall under no circumstances whatever be liable to the Customer, 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 TeleCentric Ltd's total liability to the Customer 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 aggregate price of the Goods and Services to be provided under the Contract.

**12.3** 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.

**12.4** This clause 12 shall survive termination of the Contract.

## **13. TERMINATION**

**13.1** Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if a) the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 7 days after receipt of notice in writing to do so, (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, (d) a resolution is passed, or an order is made, for or in connection with the winding up of the other party, (e) an order is made, for the appointment of an administrator or an administrator is appointed over the other party, (f) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business, (g) the other party's financial position deteriorates to such an extent that in TeleCentric Ltd 's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy, or (h) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

**13.2** Without limiting its other rights or remedies, TeleCentric Ltd may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment and without limiting its other rights or remedies, TeleCentric Ltd may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and TeleCentric Ltd if the Customer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 13.1, or TeleCentric Ltd reasonably believes that the Customer is about to become subject to any of them.

**13.3** On termination of the Contract for any reason (a) the Customer shall immediately pay to TeleCentric Ltd all of TeleCentric Ltd 's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, TeleCentric Ltd shall submit an invoice, which shall be payable by the Customer immediately on receipt, (b) the Customer shall return all of TeleCentric Ltd Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then TeleCentric Ltd may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract, (c) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry and (d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## **14. FORCE MAJEURE**

**14.1** For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of TeleCentric Ltd including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of TeleCentric Ltd or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

**14.2** TeleCentric Ltd shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event and if the Force Majeure Event prevents TeleCentric Ltd from providing any of the Services and/or Goods for more than 1 month, TeleCentric Ltd shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

## **15. GENERAL**

**15.1** Assignment and other dealings. TeleCentric Ltd may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party, but the Customer shall not,

without the prior written consent of TeleCentric Ltd, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

**15.2 Notices.** Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier or e-mail. A notice or other communication shall be deemed to have been received if delivered personally, when left at the address referred to in this clause, if sent by prepaid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or, if sent by or e-mail, one Business Day after transmission. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action

**15.3 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract and if any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

**15.4 Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**15.5 No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

**15.6 Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.

**15.7 Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by TeleCentric Ltd.

**15.8 Governing law.** This agreement 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.

**15.9 Jurisdiction** 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).

## **16. Data Protection**

**16.1** TeleCentric Ltd shall control and process the data entered into this agreement form in strict accordance with the General Data Protection Regulations 2018 (GDPR).

**Customer Acceptance and Agreement**

- I confirm that I have read, understand and agree to the terms and conditions of sale, as detailed on pages 1 through to 5.
- I consent to TeleCentric Ltd processing the personal data that I have entered into this agreement form, in accordance with the General Data Protection Regulations 2018 (GDPR).
- I consent to TeleCentric Ltd processing the personal data of all employees that is provided by the Company named below in accordance with the General Data Protection Regulations 2018 (GDPR).

<b>Company Name</b>	
<b>Company Address</b>	
<b>Insert Name</b>	
<b>Job Title</b>	
<b>Insert Date</b>	
<b>Signed</b>	