

Confidential

Terms and Conditions of Sale

DEFINITIONS

'The Company' shall mean G Communications Limited, its agents and employees.

'Customer' shall mean the purchaser of any goods or services provided by the company and associated Group Companies, its agents and employees.

1. General

1.1 Unless otherwise agreed in writing by the company these terms and conditions of sale shall be deemed to be incorporated as conditions of any contract for sale entered into by the company and the customer.

1.2 The customer's terms and conditions shall only be incorporated into any contract if they have been accepted in writing by the company prior to such acceptance.

1.3 Each of the customer's orders constitutes a separate contract and shall be invoiced to the customer accordingly. Any default by the company in relation to the order shall not entitle the customer to exercise a right of set off or to treat any other order as cancelled.

1.4 Each of these terms and conditions and each part thereof is separate and severable from any other term and condition or part thereof and any invalidity, illegality or unenforceability of any term or condition or part thereof shall not impair the enforceability of any other term or condition or part thereof.

1.5 These terms and conditions do not derogate from or otherwise affect the customer's statutory rights, but otherwise are exhaustive and exclude all other representations and warranties express or implied, in writing or verbal, and may only be varied in writing by signed agreement between the company and the customer.

1.6 All contracts shall be governed by English Law.

2. Accounts and Payment

2.1 Accounts shall be opened at the discretion of the company.

2.2 The Company shall set upon each account a maximum credit limit and reserves the right to withdraw credit facilities when any account exceeds the said limit.

2.3 The customer shall pay for goods in accordance with their credit terms. Credit terms will be advised on application.

2.4 The company reserves the right to withdraw credit facilities on all accounts that exceed their terms of payment.

2.5 The company reserves the right to charge 5% above Santander Commercial Bank rate on all overdue accounts.

2.6 The company may exercise a lien over any goods belonging to the customer in the company's power, possession, custody or control as security for any payments due from the customer to the company.

3. Title to Goods

3.1 If goods are lost or damaged after delivery to the customer, the risk shall be with the customer and the company shall be entitled to payment for the goods in full.

3.2 All goods supplied by the company shall belong to the company until payment is received in full for all accounts owing to the company by the customer.

3.3 Notwithstanding this reservation of title the company reserves the right to maintain an action for the price of the goods and the customer shall resell the goods as principal and not as agent for the company.

3.4 Until title passes the customer shall:

3.4.1 Store and keep the company's goods as Bailee separate and readily identifiable;

3.4.2 Out of the proceeds of any resale or insurance of the goods hold on trust for the company a separate designated deposit account a sum equal to the full invoice value of the goods and shall inform bank of the existence of the trust;

3.4.3 Assign to the company any claim against sub purchasers in respect of the goods.

3.5 If the customer fails to pay for the goods on the due date the company may for the purposes of recovery of the goods enter upon any premises or land where the goods are stored or where the company reasonably believes the goods are stored and may repossess the same and if necessary sever them from other goods or seize the goods in which they have been incorporated.

3.6 If the company repossesses the goods then it may keep and sell them and retain the proceeds of

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sale.

3.7 If the company repossesses the goods after they have been incorporated into other goods, it may sell the combined goods and account to the customer for the balance between the sale proceeds plus interest and the original price. These rights and obligations shall be equally binding against and on any trustee in bankruptcy, liquidator, administrative receiver, administrator or receiver appointed over the customer. If the customer is incorporated then the customer shall give the company not less than 14

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days' notice before taking any steps to appoint an administrator or commence winding up. The customer shall give the company not less than 14 days' notice before ceasing business. Nothing in these terms and conditions shall be construed as giving rise at any time to a charge over the goods.

4. Prices and Quotations

- 4.1 Quotations are open for acceptance for a period of 30 days from the date of quotation.
- 4.2 Typing and clerical errors are subject to correction.
- 4.3 Prices are subject to price ruling at date of supply unless otherwise agreed in writing.
- 4.4 Prices are subject to value added to tax and other duties or taxes at the rate of ruling at date of supply.
- 4.5 Unless otherwise stated in writing by the company, prices quoted exclude installation or commissioning charges.
- 4.6 Carriage and packing charges are payable by the customer.
- 4.7 The company reserves the right to charge the customer for any additional costs incurred in obtaining or supplying the goods where these are either as a direct result of the customer's instructions or where they could not be reasonably foreseen at the time that the quotation was given.
- 4.8 If any alteration is required either by the customer in design, specification or quantity the **company** may adjust the contract price to reflect such alteration.

5. Orders and Delivery

- 5.1 Orders accepted by the company cannot be cancelled except with the company's consent. The company reserves the right to charge the customer a cancellation fee. In cases where the goods have been specifically manufactured to satisfy an order the cancellation fee shall be 75% of the total value of the items cancelled.
- 5.2 The company's delivery dates are given as accurately as possible but cannot be guaranteed. Delay in delivery shall not entitle the customer to cancel the order in whole or in part and the company shall not be liable for any loss or damage of whatever nature which may be caused by such delay.
- 5.3 The company shall not accept any claim for goods lost or damaged in transit or any other discrepancy unless notified within 7 days from date of delivery.
- 5.4 The company shall replace carriage free any shortages notified within 7 days or alternatively refund to the customer a proper proportion of the purchase price.
- 5.5 The company shall not be liable for any loss or damage either directly or indirectly caused as a result of goods being lost or damaged in transit or from any other discrepancy.

6. Liability and Guarantee

- 6.1 In the case of goods not of the company manufacture the customer is only entitled to such benefits as the company may receive under the guarantee given to the company by the manufacturer of the goods.
- 6.2 The liability of the company in respect of defective goods shall be limited to the implementation of the guarantee by the manufacturer of the goods.

7. Sub-Contractors

The company may appoint one or more sub-contractors to carry out all or any of its obligations.

8. Returns

- 8.1 Goods returned without the prior consent of the company shall not be accepted for credit. The company reserves the right to make a handling charge for any goods returned unless the goods were issued in error.
- 8.2 It is the customer's responsibility to pay for any cost incurred when returning the goods to the company for credit unless the goods were issued in error.

9. Descriptions

- 9.1 All information of a technical nature and particulars of goods and performance given by the company are approximate. No responsibility is accepted by the company for their accuracy. It is the responsibility of the customer to ensure that the goods ordered are suitable for their purpose.
- 9.2 The company cannot be held responsible for any errors in catalogues or other technical data supplied on behalf of the manufacturers for whom they act as agents or re-sellers.
- 9.3 Alterations and improvements are continually being made to various products and the company

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cannot be held liable for any changes that may be made without notice.

10. Confidential Information

10.1 Drawings, data and designs issued to the customers belong to the company and may not, without written consent by the company, be disclosed, copied or passed in whole or in part to third parties.

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10.2 No copyright or intellectual property rights in any drawings, data and designs shall pass to the customer and the customer shall provide the company with such assistance as the company shall reasonably request in protecting such intellectual property rights.

10.3 The customer shall not deal with the company's goods in such a way as to infringe the intellectual property rights of any third party and shall indemnify the company against any actions, proceedings, liability, claims, damages, costs and expenses in relation or arising out of any such infringement.

11. Health and Safety at Work

Whilst every effort is made to ensure that the goods supplied are safe the customer must ensure that the proper health and safety precautions and any relevant manufacturer's instructions are applied when using goods.

12. Installation

12.1 When the company is executing installation, repair or maintenance work, the customer shall at its own cost provide the company with full free access, at all reasonable times by convenient routes, to the customer's premises and uninterrupted occupation thereof and any assistance that the company may reasonably request for the purposes of carrying out the work. The customer shall ensure that working conditions on the customer's premises comply with health and safety regulations.

12.2 If the customer fails to comply with clause 12.1 above, the customer shall on demand compensate the company for any payments, losses, costs or expenses thereby suffered or incurred by the company and indemnify the company against any actions, proceedings, liabilities, claims, damages, costs and expenses brought against the company by any agent, employee or other third party.

13. Force Majeure

The company shall be under no liability for any delay, loss or damage caused wholly or in part by act of God, Governmental Restriction, condition or control or by reason of any act done or not done pursuant to a trade dispute whether such dispute involves the company's servants or not by reason of any other act, matter or thing beyond the reasonable control of the company.

14. Insolvency

If the customer defaults in or commits any breach of the customer's obligations under these terms and conditions or commits any act of bankruptcy, is wound up, enters into any composition or arrangement with any creditors, is presented with a petition in respect of any debt that the customer appears unable to pay or has no reasonable prospect of paying, or has an administrative receiver, administrator or receiver appointed over all or any of its assets then:

14.1 Notwithstanding the normal credit period all monies to become due and payable shall be due and payable immediately.

14.2 The company may cancel all outstanding orders without liability and without prejudice to any accrued rights and remedies in respect of such orders provided that any of these terms and conditions capable of having effect after cancellation shall continue to have such effect.

14.3 Any person having any conduct or control over the customer's business assets shall be required to return the company's goods forthwith notwithstanding that they may have been incorporated in other products or subject to a manufacturing process.