

TERMS AND CONDITIONS

1. DEFINITIONS

In these conditions "the Company" means Packet Media Limited, its subsidiary companies, and those for whom it acts as distributor.

"the Customer" means the person, firm or company from whom an order has been received, to whom a quotation or estimate has been given or with whom the Company has a contract.

2. CONDITIONS

These conditions shall form the contract between the Company and the Customer. Notwithstanding anything to the contrary in the Customer's standard conditions of purchase, these conditions shall apply except so far as expressly agreed otherwise in writing by the Company. No servant or agent of the Company has power to vary these conditions orally. No terms or conditions on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall apply or form part of any contract.

3. **ALL GOODS** are **SOLD** on a firm sale basis. No returns will be accepted unless they are in perfect condition authorised beforehand and in writing by the Company. Unless invoices specify "Sale or Return" the authorising of returns is at the absolute discretion of the Company. ARN valid for 90 days from date of issue. All returns shall be made at the expense and risk of the Customer. Unauthorised returns will not be credited to the Customer and may be sent back to the Customer in each case at the Customer's expense. Under no circumstances will returns be accepted where goods have been supplied in excess of 12 months previously. All authorised returns will be subject to a 30% restocking fee based on the purchase price of the equipment.
4. **ALL GOODS** are supplied on the basis that the recommended or net retail price is subject to change whether before or after invoice without prior notification.
5. **CLAIMS** for losses in transit, shortages, damaged or faulty goods must be submitted by the Customer to the Company in writing:
 - a. in the case of sales to Customers in the United Kingdom and the Republic of Ireland within 14 days of invoice.
 - b. in the case of sales to Customers outside the United Kingdom and the Republic of Ireland within 28 days of receipt of the consignment or in the case of complete loss within two months of the statement date.
6. **CARRIAGE COSTS**
 - a. Deliveries outside the United Kingdom and/or Republic of Ireland shall, unless otherwise agreed by the Company in writing, be subject to the payment of charges according to the method of delivery requested by the Customer; if no method is specified then the Company will decide and all charges incurred will be payable by the Customer. All goods supplied to customers in territories outside the UK and Ireland will be shipped on an 'ex-works' basis. The Customer shall be responsible for all duties, levies, imports, taxes or other liabilities arising on the exportation of goods from the UK and importation thereof overseas.

- b. Deliveries to the United Kingdom and Republic of Ireland: All items are shipped by next day delivery service.
- c. The Company reserves the right to defer the date of delivery if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, fire, explosion, flood, epidemic, strikes or other labour disputes.

7. **PAYMENT TERMS** are shown on the Statements of Account, and unless otherwise specified by the Company the period of credit commences on the date of the invoice. All payments are to be made in GBP / Sterling / £.

The Customer shall pay strictly in accordance with such terms and the Company reserves the right to charge interest on overdue accounts at the prevailing rate under The Late Payment of Commercial Debts (Interest) Act 1998. The Company reserves the right to terminate this agreement and/or withhold further supplies where the credit period is exceeded, or the Customer is in breach of any of these Conditions of Sale. The Buyer shall make all payments in full without any deduction by way of set-off or counter claim.

8. OWNERSHIP

- a. Property in and beneficial ownership of the goods shall remain in the Company (notwithstanding delivery of such goods to the buyer) until the Buyer has paid the full price of such goods and all other sums which are due to the Company from the Buyer on any account. Until such time the Buyer shall hold the goods on a fiduciary basis as the Company's bailee. The Buyer's right to possession of the goods shall terminate immediately if any proceedings are commenced or threatened relating to the insolvency of the Buyer in which event the Buyer grants the Company an irrevocable licence to enter any premises of the Buyer to recover any unpaid goods.
- b. Until such time as the Buyer becomes the owner of the goods, the Buyer shall mark and keep the goods so as to identify them clearly as the property of the Company.
- c. The risk in the goods shall pass to the Buyer as soon as they are delivered by the Company to the Buyer's premises or otherwise to his order.

9. LIABILITY

- a. Save in respect of liability in respect of death or personal injury arising from negligence the Company will accept no responsibility for any damage caused by the supply of the products or for the contents howsoever arising.
- b. All warranties, conditions and other terms implied by statute or common law are to the fullest extent permitted by law excluded.

10. This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.

TERMS: Settlement strictly 30 days from invoice date.