

1ST ACCESS UK LIMITED
CONDITIONS OF CONTRACT FOR THE SUPPLY OF GOODS & SERVICES

1. DEFINITIONS

In these Conditions:

'Company' means the 1ST Access UK Limited;

'Contract' means the contract between the Company and the Customer for the supply of Services to the Customer;

'Customer' means the person, firm or company with whom the Company contracts to supply Goods and/or services;

'Goods' means any goods as are to be supplied to the Customer by the Company (or by any of the Company's sub-contractors) pursuant to the Services performed under the Contract by the Company or any of its sub-contractors;

'Services' means the services to be supplied to the Customer by the Company (or by any of the Company's sub-contractors) pursuant to the Contract;

2. CONDITIONS APPLICABLE

- 2.1 These Conditions shall apply to all contracts for the sale or supply of Goods and Services by the Company to the Customer.
- 2.2 These Conditions may be varied only by the written agreement of the Company.
- 2.3 No terms or conditions put forward at any time by the Customer shall form any part of the contract unless specifically agreed in writing by the Company.

3. PRICE & PAYMENT

- 3.1 The Price shall be as set out in the Company's quotation or where no quotation has been issued at the Company's list price then prevailing.
- 3.2 The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Company's invoice.
- 3.3 Payment of the Price and VAT shall be due within 30 days of the date of the invoice. Time for payment shall be of the essence.
- 3.4 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 8% above Lloyds Bank plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgment.
- 3.5 Any overdue debts owed by the Customer shall be passed to Federal Management Ltd, Federal House, Maple Court, Maple View, Skelmersdale, WN8 9TW Tel 071 789 4611 Fax 0871 789 4622 for collecting if payment can be made on time or agreed, this will incur an additional 5% of the debt, to which this will added to the outstanding debt and will be payable to Federal Management.
- 3.6 The Customer shall not be entitled to withhold or make any deduction or set off in respect of any payment due to the Company
- 3.7 The Company reserves the right to make further reasonable charges in addition to those set out in the Company's quotation where additional time is required on site due to the Customers own on site procedures, including but not limited to health and safety, security or hygiene.

3.8 The Company reserves the right to suspend provision of the Services in the event that:

- 3.8.1 any payment due from the Customer is has not been made as it has fallen due
- 3.8.2 the Company has reasonable grounds to believe that the Customer will not make payments as they fall due
- 3.8.3 the Customer's credit limit has been exceeded

4. THE SERVICES

- 4.1 The Company warrants that all services supplied under the contract will be carried out with reasonable care and skill by personnel whose qualifications and experience are appropriate for the tasks to which they are allocated.
- 4.2 The Customer agrees that its sole remedy in respect of any non-conformance with any warranty under this contract is that the Company will remedy such non-conformance (either by itself or through a third party) and if, in the Company's reasonable opinion, it is unable to remedy such non-conformance, the Company will refund to the Customer the price paid for the non conforming service.

5. THE GOODS

- 5.1 The quality of any Goods supplied by the Company will be as set out in the Company's quotation
- 5.2 Risk in the Goods shall pass to the Customer on delivery
- 5.3 The Customer shall be deemed to have accepted the Goods upon the earlier of delivery or installation
- 5.4 Title to the Goods shall remain with the Company until installation

6. CUSTOMERS OBLIGATIONS

- 6.1 The Customer agrees to provide the Company its employees agents and sub contractors with such access to its premises as are necessary the service to be provided

7. CANCELLATION

- 7.1 The Customer may cancel any order by giving written notice to the Company no less than 14 days prior to the date on which the Service is to be provided. The Company will in such circumstances be entitled to charge a cancellation fee at its then prevailing rate
- 7.2 The Company may cancel the contract in the event that the Customer has not made any payment as and when it has fallen due

8. INDEMNITY AND INSURANCE NAD LIMITATION ON LIABILITY

- 8.1 The Customer shall indemnify the Company against all claims by the customers of the Company arising out of any breach whatever by the Customer of these Conditions
- 8.2 The Company shall have no liability for any damage to the Customer's property unless occasioned by the Company's negligence
- 8.3 Except in respect of claims for death or personal injury arising from the Company's negligence, in no event will the Company be liable for any damages resulting from lost profits, loss of revenue, business interruption nor for any damages that are an indirect or secondary consequence of any act or omission of the Company, whether such damages were reasonably foreseeable or actually foreseen.

8.4 Save in respect of claims for death or personal injury arising from the Company's negligence the liability of the Company shall be limited to the lesser of £** or the price payable for the Services

9. TERMINATION ON CUSTOMER'S INSOLVENCY

Without prejudice to any other rights or remedies of the Company under the Contract the Company shall have the right forthwith to terminate the Contract:

(a) where the Customer is an individual and if a petition is presented for the Customer's bankruptcy, or he is apparently insolvent, or he makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator or trustee is appointed to manage his affairs; or

(b) where the Customer is not an individual but is a firm or a number of persons acting together in any capacity, if any event in (a) or (c) of this Condition occurs in respect of the firm or any partner in the firm or any of those persons or a petition is presented for the Customer to be wound up as a partnership; or

(c) where the Customer is a company, if the company passes a resolution for winding-up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrator, administrative receiver or receiver is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge.

10. ASSIGNMENT, SUB-CONTRACTING AND THIRD PARTIES

10.1 The Company reserves the right to assign the Contract and to sub-contract all or any of its obligations under it

10.2 The provisions of the Contracts (Rights of Third Parties Act) 1999 shall not apply to the Contract and a person who is not a party to the Contract shall have no right under that Act to enforce any term of the contract.

11. NOTICES

Any notice given under or pursuant to the Contract may be sent by hand or by post or by registered post or by the recorded delivery service or transmitted by telex, telex message, facsimile transmission or other means of telecommunication resulting in the receipt of a written communication in permanent form and if so sent or transmitted to the address of the party shown on the Company's quotation, or to such other address as the party may by notice to the other have substituted therefor, shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

12. FORCE MAJEURE

12.1 Neither party shall be liable for any default due to any act of God, war, civil disturbance, malicious damage, strike, lockout, industrial action, fire, flood, drought, extreme weather conditions, compliance with any law or governmental order, rule, regulation, direction or other circumstance beyond the reasonable control of either party ('Force Majeure Event').

12.2 Each party shall give notice forthwith to the other upon becoming aware of a Force Majeure Event, the notice to specify details of the circumstances giving rise to the Force Majeure Event.

13. SEVERANCE

Any provision of the Contract that is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of this contract.

14. HEADINGS

The headings to Conditions shall not affect their interpretation.

15. GOVERNING LAW

These Conditions shall be governed by and construed in accordance with the law of England and Wales and the Supplier hereby irrevocably submits to the jurisdiction of the courts of England and Wales. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Company to take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not