

DEFINITIONS

- 1.1 "the Company" means Focused Networks Limited co. reg nos 3979237.
- 1.2 "Goods" means the article or things or anything described in the Contract.
- 1.3 "the Buyer" means the person, firm, or company with whom the Contract is made, whether directly or indirectly through an agent or factor who is acting for them.
- 1.4 "Company's Premises" means Hamilton House, 111 Marlowes, Hemel Hempstead, Hertfordshire, HP1 1BB or any premises occupied by Focused Networks Limited.
- 1.5 "Contract" means the Contract for the purchases and sale of the Goods or for the provision of the Services.

GENERAL

- 2.1 Orders are only accepted subject to the conditions of sale as herein printed.
- 2.2 Any variation of these conditions in any documentation of the Buyer is inapplicable unless accepted in writing, and signed by a Director on behalf of the Company.
- 2.3 The Company shall sell and the Customer shall purchase goods or services in accordance with any written quotation of the Company which is accepted by the Customer, or any written order of the Customer which is accepted by the Company, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.

ORDERS

- 3.1 Notwithstanding that the Company may have put out a quotation or facsimile, no order shall be binding on the Company unless it has been accepted in writing by the Company.
- 3.2 Any literature or correspondence are not binding and reasonable variations may be made without notice and Goods so varied shall be accepted as complying with the Contract.

PRICES

- 4.1 The price payable for the Goods shall, unless stated by the Company in writing and accepted by the Buyer, be the price for the Goods current at the time of despatch of the Goods, or that instalment of the Goods, unless the price has expressly been confirmed to be firm for a period.
- 4.2 Unless the price is expressly confirmed to be firm for a period, the Company's prices are subject to variation to take into account materials, or other costs since the order date. The Company accordingly reserves the right to adjust the invoice price after the original price was quoted, and the invoice so adjusted shall be payable as if it were the original invoice price.
- 4.3 All prices are exclusive of Value Added Tax at the current rate.
- 4.4 All taxes and other duties upon which the production and/or delivery of the goods shall be added to the price and shall be paid by the Buyer.
- 4.5 All delivery charges shall be added to the price and shall be paid by the Buyer, unless expressly confirmed otherwise.
- 4.6 The Buyer agrees to pay for any loss or extra cost incurred to the Company through the Buyer's instructions or through failure or delay in taking delivery or through any act or default on the part of the Buyer its servants or employees.

TERMS OF PAYMENT

- 5.1 Where credit is expressly agreed, payment is due within 28 days of delivery of the Goods. Otherwise the Buyer shall pay on order by Credit Card or Cheque.
- 5.2 Without prejudice to any other rights it may have the Company may charge interest on the amount outstanding from the due date on a daily basis at a rate of four per cent above the London three month Interbank rate.
- 5.3 The rendering of payment by the Buyer at the stipulated time, shall not be affected by the existence of any defect, whether or not such defect is the subject of a claim under section 7.

DEFAULT OR INSOLVENCY

- 6.1 If an order is made or resolution passed for an administration order to be made in relation to the Buyer or their directors make a proposal for a voluntary agreement (within the meaning of the Insolvency Act 1986) or the Buyer makes or seeks to make any composition or arrangement with its creditors or is unable to pay its debts (within the meaning of Section 123 (2) of the Insolvency Act 1986) or an encumbrancer takes possession of or a receiver or an administrative receiver is appointed over any of the Buyer's assets; and/or the Buyer is in breach of any material provision of this Contract and fails to remedy the breach (if capable of being remedied) within 30 days of notice in writing from the Company requiring it to do so; The Company may (without prejudice to any other right or remedy):
- 6.2 in the event of non-payment only by the Buyer under this Clause 6.2, without notice, suspend the service or stop all deliveries without prejudice to the liability of the Buyer to pay the charges during any period of suspension; or
- 6.3 cancel any further deliveries.

DEFECTIVE GOODS OR DELIVERY

- 7.1 The Company reserves the right at its sole discretion to decide whether goods are defective.
- 7.2 Defective goods will be replaced or rectified by the Company as originally ordered, or if not practical, the Company will credit the Buyer with the invoiced value.
- 7.3 Claims must be made, in writing, to the Company within 5 working days.
- 7.4 The Company will not be liable for any loss, damage, or expense, however caused, or arising from any defect, other than detailed in 7.3 above.
- 7.5 Defects in any delivery will not entitle the Buyer to rescind the remainder of the Contract.
- 7.6 The Company is not responsible for shortages or goods damaged in transit, unless the delivery note is marked 'not examined', and the Company is notified within 48 hours and also by separate notice, in writing, to the carrier and the Company within 5 working days of receipt of the goods by the Buyer.
- 7.7 Prior to returning any goods a returns number must be requested, and clearly displayed on the packaging. Any goods returned without the returns number will be refused & returned.

DELIVERY

- 8.1 Delivery commitments are entered into in good faith but are not guaranteed. The Company will not be liable for any loss or damage occasioned by failure to deliver on any specified date. Nor shall failure to deliver be deemed to be a breach of the Contract or any of its conditions.
- 8.2 Refusal by the Buyer to accept all, or part of the delivery shall permit the Company to treat the Contract as repudiated by the Buyer, and to decline to make any further deliveries without prejudice to the right of the Company to recover any damages for breach of Contract.
- 8.3 Where Contracts provide for a single delivery, goods shall be delivered as soon as ready.
- 8.4 Notwithstanding the Contract providing for a single delivery, items may be delivered as a part delivery with the remainder to follow as soon as ready.
- 8.5 Where the Contract provides for a deferred delivery, such delivery shall be accepted as specified in the Contract (or whenever ready). In the event of failure to accept any delivery, for whatever reason, the balance remaining undelivered shall be invoiced and payment will immediately become due, and storage costs will be charged to the Buyer's account, the goods being held at the Buyer's risk.

CANCELLATION OF ORDERS

- 9.1 Cancellation of an order, in whole or part, cannot be accepted without the Company's consent in writing in advance, which will only be given on a full indemnity given by the Buyer to the Company.

FORCE MAJEURE

- 10.1 The Company will endeavour to give delivery at the rate, or within the time, stated in the Contract, notwithstanding anything to the contrary expressed or implied in this Contract. The Company shall not be liable for any loss or damage which may be sustained by the Buyer through failure on the part of the Company to deliver at the rate or within the time specified in this Contract, for any loss or damage incurred by reason of act of God, war, riots, fires, strikes, lockouts, cessation of labour, trade disputes, breakdowns, accidents of any kind or any other cause whatsoever beyond the control of the Company whether similar to these aforesaid or not. The Company shall be entitled to recover all monies owing to them in respect of deliveries made or services performed prior to such failure. The time of any such suspension will be added to the time of original Contract (including without prejudice to the generality of the foregoing, any inability to obtain the necessary import or export licences or consents of any government or other authority).

CONDITIONS AND WARRANTIES

- 11.1 All goods are sold subject to the express warranty terms specified by the original manufacturer or supplier.
- 11.2 No condition or warranty is expressed or to be implied as to the life or wear of the goods supplied, or that they will be suitable for any particular purpose or for use under any specific conditions, notwithstanding that such purpose or condition may be known or made known to the Company.
- 11.3 Any express or implied statement, condition or warranty statutory or otherwise, not stated herein is hereby excluded and deemed to be inconsistent herewith. No responsibility is accepted by the Company for any damage or loss arising directly or indirectly out of goods supplied or for any damage or loss arising by reason of any failure of the goods to comply with the specifications. Furthermore the Company shall be under no liability in Contract or Tort for any damage arising directly or indirectly out of the supply from the Company of the goods or the packages by which the goods are delivered.

TITLE

- 12.1 The ownership of the goods ordered herein will only be transferred to the Buyer on full payment by the Buyer.

LAW APPLICABLE

- 13.1 Every Contract shall be governed by the Laws of England.