

NetworksCentre.

Networks Centre Terms and Conditions of Sale

1. Definitions

- 1.1. 'Buyer / You ' means the Account Applicant or person who buys or agrees to buy Goods from the Seller.
- 1.2. 'Conditions' means the Terms and Conditions of Sale set out in this document and any special conditions agreed in writing by the Seller.
- 1.3. 'Contract' means the contract for the sale and purchase of the Goods;
- 1.4. "Goods" means the articles the Buyer agrees to buy from Networks Centre.
- 1.5. 'Seller / Us / We' means Networks Centre Limited of Networks Centre, Bentley House, Wiston Business Park, London Road, Pulborough, West Sussex, RH20 3DJ.

2. Conditions

- 2.1. The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written order of the Buyer which is accepted by the Seller subject to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such order is made or purported to be made by the Buyer.
- 2.2. These Conditions do not affect your statutory rights as a consumer. If you are a consumer, please contact us.
- 2.3. No amendment to these Conditions shall be effective unless it is in writing and signed by or on behalf of the Seller and the Buyer.
- 2.4. Acceptance of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.5. These conditions supersede all previous terms and conditions and shall replace any terms and conditions previously notified to You.

3. Quotations & Orders

- 3.1. The Seller's Quotations are not binding and are estimates only.
- 3.2. The Seller's quotation is given on the basis that no Contract shall come into existence until the Seller despatches an acceptance of order to the Buyer. The Seller's quotation is valid for a period of 30 days or as otherwise confirmed in writing by the Seller from its date, provided that the Seller has not previously withdrawn it.
- 3.3. The Seller has the right to refuse any orders placed for Products or Services.
- 3.4. The contract between You and Us shall come into effect upon Our acceptance of your order if you cancel the contract for any reason, you shall have no further recourse against Us under this contract.

4. Prices

- 4.1. The price of the Goods shall be the price as set out in the Seller's current price list and as quoted to the Buyer plus any additional costs if applicable.
- 4.2. If the Seller changes its prices for Goods between receipt of order from the Buyer and dispatch to the Buyer, the Seller will notify the Buyer who will then be entitled to cancel the order and receive a full refund. If the Seller does not receive notice of cancellation within 5 days of receipt of notice from the Seller, the Buyer will be deemed to have accepted the change in price.
- 4.3. All Prices are exclusive of VAT and charges for packing, postage and carriage (plus VAT) which shall be paid in addition.

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- 4.4. The total purchase price, including VAT and Delivery charges will be displayed in the Buyer's total prior to confirming the order.
- 4.5. The Seller shall be entitled to invoice each delivery of Goods separately.
- 4.6. Unless otherwise agreed in writing by the Seller, payment is due in full not more than 30 days from the date of invoice. Time for payment shall be of the essence and any failure to pay shall entitle the Seller at its option to treat the Contract as repudiated by the Buyer or to delay delivery until paid.
- 4.7. If any act or proceedings shall be commenced in which the Buyer's solvency is concerned, all monies under any transaction covered by these Conditions shall become immediately due and payable.
- 4.8. If full payment is not made to the Seller, the Seller may withhold or suspend future or current deliveries of the product under any other agreement with the Buyer.

5. Interest on Overdue Invoices

- 5.1. Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment before as well as after any judgment at 4.5% above the base rate of HSBC Bank Plc compounded monthly.

6. Delivery

- 6.1. Whilst every reasonable effort shall be made to keep any delivery date, time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any other person or company arising directly or indirectly out of any failure to meet any estimated delivery date. Failure shall not be deemed to be breach of the Contract, or the Conditions.
- 6.2. Delivery of the Goods shall be made to the Buyer's address and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 6.3. The Seller reserves the right to deliver Goods in instalments.
- 6.4. Where Goods are delivered in instalments, each delivery will be a separate and distinct contract and any failure by the Seller to deliver, or any claim by the Buyer in respect of, any stage shall not entitle the Buyer to reject or terminate the Contract as a whole.
- 6.5. Where Goods are delivered by a third-party carrier, the Seller shall have no liability to the Buyer for any failure to deliver the Goods on or before any agreed time or date. The Seller's maximum liability for any such failure shall be the charges paid to the carrier in respect of any such delivery.

7. Inspection, Delay and Non-Delivery of the Goods

- 7.1. The Goods must be inspected by the Buyer or an authorised representative of the Buyer, as soon as possible after the delivery of the Goods. The Buyer must give notice in writing to the Seller within 7 days of delivery setting out in detail any defect in the Goods including any shortages, and any other complaint which the Buyer may have in relation to the Goods.
- 7.2. If the Buyer does not advise the Seller as set out in condition 7.1, then the Goods shall be deemed to be in accordance with the Contract and free from defect and the Buyer shall be deemed to have accepted the Goods accordingly. After the Buyer accepts the Goods it will not be entitled to reject the Goods which are not in accordance with the Contract.
- 7.3. Except as above, the Seller under no circumstances will be liable to compensate the Buyer in damages or otherwise for non-delivery or late delivery of the Goods or any of them for whatever reason or for any loss consequential or otherwise arising from non-delivery or late delivery.
- 7.4. In spite of the Seller having delayed or failed to deliver the Goods promptly, the Buyer shall be bound to accept delivery and to pay for the Goods in full providing that the delivery shall be tendered at any time within 14 days of the delivery date.

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8. Cancellations

- 8.1. Cancellations or part cancellations cannot be accepted unless the Buyer reaches agreement with the Seller and the Seller confirms cancellation in writing to the Buyer.

9. Title and Risk

- 9.1. Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery.
- 9.2. Notwithstanding delivery and the passing of risk in the Goods, property in, and title to, the Goods shall not pass from the Seller until:
 - 9.2.1. the Seller has received either cash or cleared funds in respect of the full amount due (Inc VAT); and
 - 9.2.2. no other payments are due from the Buyer to the Seller.
- 9.3. Until property in the Goods passes to the Buyer the Buyer shall store the Goods, at no cost to the Seller, in such a way as to be clearly separate and identifiable from the Buyer's other goods. The Buyer will allow the Seller the right to enter onto the Buyer's premises for the purpose of recovering such Goods at any time until payment.
- 9.4. Notwithstanding that the Goods remain the property of the Seller, the Buyer may sell or use the Goods in the ordinary course of the business at full market value for the account of the Seller. Any such sale or dealing shall be a sale or use of the Seller's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Until property in the Goods passes from the Seller the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Seller and shall not be mixed with other money of the Buyer or paid into any overdrawn bank account and shall be at all material times identified as the Seller's money.
- 9.5. The Seller shall be entitled to recover the cost and VAT notwithstanding that the property in any of the Goods has not passed from the Seller.
- 9.6. The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer does so all sums whatever owing by the Buyer shall forthwith become due and payable.
- 9.7. The Buyer shall insure the Goods to the full price including VAT against all risks to the Seller's satisfaction until the Goods pass from the Seller, and whenever requested by the Seller, produce a copy of the insurance policy. If the Buyer fails to do so, all sums whatever owing by the Buyer will become due and payable.
- 9.8. The Buyer may not withhold payment of any invoice or any other amount due to the Seller by reason of any right of set-off or counterclaim which the Buyer may have or alleges to have or for any other reason.
- 9.9. Any Goods supplied to the Buyer which are subject to restrictions or provisions imposed by the manufacturer design (including copyright, design right or other intellectual property) are supplied to the Buyer by the Seller subject to any such license restriction or provisions in respect of which the Seller will use reasonable endeavours to notify the Buyer of the same.

10. Warranty and Liability

- 10.1. The Seller warrants as follows:
 - 10.1.1. The Goods at the time of delivery correspond to the description given by the Seller.
 - 10.1.2. It will repair or replace Goods which do not conform with condition 10.1.1.
- 10.2. These Conditions set out the Seller's entire liability in respect of the Goods and the Seller's liability under these Conditions shall be in lieu and to the exclusion of all other warranties, conditions, terms and liabilities express or implied statutory or otherwise in respect of the quality

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or the fitness for any particular purpose of the Goods or otherwise howsoever except any implied law which by law can be excluded.

- 10.3. In no event shall any breach of any express or implied terms of the Contract, or any order accepted by the Seller, or in respect of any defect in the Goods, give rise to any liability for damages, loss of revenue or profits or future business, damage to reputation or goodwill, loss of any orders or contract or consequential loss or damage arising from any fault.

11. Returns Procedure

- 11.1. In the event that the Buyer issues notice to the Seller pursuant to condition 7.1, the Buyer shall return to the Goods to the Seller in accordance with this condition 11. The Buyer's sole remedy in respect of non-compliance with condition 10.1 shall be limited to the repair or, at the Seller's discretion, the replacement of the Goods or where sums are owed by the Buyer to the Seller, the issue of a credit note against return of Goods.
- 11.2. Returns must be authorised by the Seller before any Goods are returned. If it is agreed that the Goods are to be returned the following shall apply:
- 11.2.1. The Buyer shall obtain a returns number for the Goods from the Seller.
- 11.2.2. The returns number must be clearly displayed shown on the returned parcels and the Buyer acknowledges that the Goods returned without a returns number clearly identifiable on the packaging will be refused or returned to sender.
- 11.2.3. The Buyer must return the Goods suitably packaged and with carriage paid.
- 11.2.4. The Buyer will be liable for the cost of remedying any damage to the Goods returned where such damage has, in the opinion of the Seller, been caused by the Goods being inadequately packaged by the Buyer or through the Buyer's fault.
- 11.2.5. The Seller reserves the right to make a handling and restocking charge of at least 25% on Goods which are returned if they were ordered in error or are no longer required.

12. Specification

- 12.1. The Seller shall have no Liability for errors in any specification or details supplied by the Buyer and the Buyer is solely responsible for their accuracy.
- 12.2. Details and/or specifications in brochures and price lists produced by the Seller are intended as a guide only and only give a general approximation of the Products and/or Services.
- 12.3. The Buyer agrees to indemnify and keep indemnified the Seller against any and all claims, losses, proceedings, actions, awards, liabilities, costs (including legal costs on a full indemnity basis and increased administration costs) expenses, damages and any other losses and/or liabilities arising out of The Seller's use of specifications, details and/or drawings supplied by The Buyer.
- 12.4. The Buyer shall have no remedy in respect of any statement made to them, or the details and information contained in the Seller's brochures upon which it relied when ordering products and/or services (unless such untrue statement was made fraudulently) other than:
- 12.4.1. any remedy the Buyer may have set out expressly in these terms and conditions of sale
or
- 12.4.2. The Buyer has sought and obtained written confirmation from the Seller of their accuracy.
- 12.5. The Seller reserves the right to make changes to the specification of the Products and/or Services as required from time to time by law, applicable safety requirements or manufacturing requirements provided that they do not have a material adverse effect on the quality and/or performance of the Products and/or the Services.
- 12.6. If the Seller does make changes to the specification of the Products and/or Services which have

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a material adverse effect then the Buyer shall have the right to cancel the Contract without Liability.

13. Force Majeure

13.1. In the event that the Seller is prevented from carrying out its obligations under a contract for sale as a result of any cause beyond its control such as but not limited to Acts of God, War, Strikes, Lock-outs, Flood and Failure of third parties to deliver Goods, the Seller shall be relieved of its obligations and liabilities under such contract for sale for as long as such fulfilment is prevented.

14. Insolvency

14.1. If the Buyer fails to pay for the Goods in accordance with these Terms, or commits any breach of this contract of sale or if any distress shall be levied upon any of the Buyer's Goods or if the Buyer offers to make any agreement with its creditors or commits an act of bankruptcy or if any petition in bankruptcy is presented against the Buyer or the Buyer is unable to pay its debts as they fall due or if being a limited company any resolution or petition to wind up the Buyer shall be passed or presented or if a receiver, administrator, administrative receiver or manager shall be appointed over the whole or any part of the Buyer's business or assets or if the Buyer shall suffer any similar proceedings under foreign law, all sums outstanding in respect of the Goods shall become payable immediately and the Seller may in its discretion and without any prejudice to any other rights it may have:

14.1.1. suspend all future deliveries of Goods to the Buyer and / or terminate the contract without liability upon its part; and / or

14.1.2. exercise any of its rights pursuant to Condition 9.

15. Entire agreement

15.1. These Conditions constitute the entire agreement and understanding between the parties and supersedes all prior agreements, understandings or arrangements (whether oral or written) in respect of the subject matter of the Contract.

15.2. This agreement shall be binding upon the heirs, successors and assigns of the parties hereto. If any provision of this agreement shall be held to be invalid or unenforceable, the remainder of this agreement shall remain in full force and effect.

16. General

16.1. Any notice to either party under these Conditions shall be in writing signed by or on behalf of the party giving it and shall, unless delivered to a party personally, be left at or sent by prepaid first class post, prepaid recorded delivery, telex or facsimile to the address of the party as notified in writing from time to time.

16.2. Either party may, in whole or in part, release, compound, compromise, waive or postpone, in its absolute discretion, any liability owed to it or right granted to it under the Contract by the other party without in any way prejudicing or affecting its rights in respect of any other liability or right not so released, compounded, compromised, waived or postponed.

16.3. No single or partial exercise or failure or delay in exercising any right, power or remedy by either party shall constitute a waiver by that party of, or impair or preclude any further exercise of that or any right, power or remedy arising under the Contract or otherwise.

16.4. To the extent that any provision of these Conditions is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of these Conditions, it shall not affect the enforceability of the remainder of these Conditions nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

16.5. Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

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16.6. The headings in these Conditions are for convenience only and shall not affect their interpretation.

16.7. Unless expressly provided in the Contract, no term of the Contract or these Conditions is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

17. Brexit Clause

17.1. In case, as a consequence of Brexit, the transaction requires Networks Centre to import products from outside of the UK and the performance of the Seller's obligations under this offer shall be affected or increased by reason of the making or amendment of any mandatory law, order regulation, or bye-law having the force of the law, Networks Centre reserves the right to adjust delivery period, and price (to include potential import duties and costs) as appropriate. Further, if at the time of delivery, the spot exchange (GBP/EUR) changes, the Seller is entitled to make an adjustment (positive or negative) to the selling price to the Buyer.

18. Law of Contract

18.1. This Contract shall be governed by and construed in accordance with English law.

18.2. Each of the parties irrevocably submits for all purposes in connection with these Conditions to the exclusive jurisdiction of the courts of England.