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TERMS OF CONTRACT

1. GENERAL

The following terms are the standard terms of contract of Regal Communications (“the Company”).

The Company concludes contracts for the supply of goods and services only subject to these terms and any person, firm, agency or company (“the Customer”) seeking to be supplied with goods or services by the Company accepts that these terms shall govern relations between himself and the Company to the exclusion of any other terms, including conditions warranties or representations, written or oral, express or implied, even if contained in any of the Customer’s documents which purports to provide that the Customer’s own terms prevail.

2. ACCEPTANCE

Any order or other purported acceptance of the Company’s quotation made by the Customer shall be deemed to be an unqualified acceptance that these terms shall apply to any contract concluded between the Company and the Customer for the supply of goods and services, and by despatching the same the Customer waives his own terms.

3. REFUSAL OF ORDER

The Company reserves the right at its sole discretion to accept or refuse any order placed by the Customer on the basis of quotations issued, and in the event of refusal, no damages or expenses of any kind whatsoever shall be payable by the Company to the Customer.

4. PRICE

4.1 The price contained in the Company’s quotation is based upon the cost to the Company of labour, materials and transport (where applicable) at the date of such quotation, and in the event of an increase in such cost caused by any reason, the Company shall be entitled to vary its prices accordingly whether or not such increase was foreseeable by the Company.

4.2 Where the price includes installation, it is based upon free and uninterrupted access to and possession of fully prepared working areas being made available to the Company during normal working hours. In the event that such access and possession are not made available, or that the working areas are not duly prepared to the Company’s requirements for immediate installation of the goods, without prejudice to any other right which the Company may have the Company shall at its own discretion be entitled to vary the price accordingly.

4.3 Prices are subject to alteration and revision without notice in the case of errors and omissions.

5. VALUE ADDED TAX

The Company shall be entitled to charge the amount of V.A.T. chargeable at the time of invoice.

6. PAYMENTS

6.1 Unless otherwise stated in the Company's quotation all prices are net and payment shall be made within strictly 30 Days from receipt of the Company's invoice or invoices without any discount or other reduction and without deferment on account of disputes or cross claims.

6.2 The Company may at its sole discretion require at any time by invoice that all or part of the price shall be paid in advance or on account and sums so invoiced shall be immediately payable, any balance remaining payable as otherwise provided herein.

6.3 Should the Customer default in payment for whatever reason on the due date of any sum, without prejudice to any other right which the Company may have, the Company shall be entitled to be paid interest on such sum accruing from the due date at 2% per annum above Barclays Bank plc base rate from time to time.

7. INSOLVENCY

This clause applies if:-

the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a Company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction) or an encumbrance takes possession, or a receiver is appointed for any of the property or assets of the Customer; or the Customer ceases, or threatens to cease, to carry on business; or the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly. If the first paragraph of condition 6 applies, then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the contract or suspend any further deliveries under the contract without liability to the Customer, and if the goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

8. TIME FOR DELIVERY

8.1 Any times stated or agreed by the Company for delivery, despatch or completion either in its quotation or by any other means are not of the essence of any contract, either as to supply or as to installation. Such times are given by way of general information only and in the event that delivery, despatch or completion is not made for any reason whatsoever at the times so stated, the Company shall not be liable for any loss or damage whatsoever sustained by the Customer.

8.2 In the event that the Customer does not take delivery of the goods forthwith upon being notified by the Company that manufacture has been completed, the Company shall be entitled to charge and recover reasonable storage rates which shall be added to the price stated in the Company's quotation and shall be paid in accordance with clause 5 of these Terms. The storage will be at the Customer's risk and will not entitle the Customer to postpone payment for the goods.

9. DELIVERY AND RISK

9.1 Unless otherwise stated in the Company's quotation the cost of delivery from the Company's works to the place of delivery stated in such quotation is included in the price but it shall be the responsibility of the Customer entirely at his own cost and at his own risk, to unload. Where the price includes installation, it shall further be the responsibility of the Customer at his own cost to provide adequate dry and secure storage of the goods pending and during such installation. All risks in the goods shall pass to the Customer upon completion of unloading, at which time a delivery note will usually be handed to the Customer or his representative or left with the goods. The Company's liability to the Customer for missing or damaged goods shall be limited to any sums recoverable under a policy of insurance in respect of such risks which may at the Company's discretion be maintained by the Company. If no such sums are recoverable or if no such policy is maintained, there shall be no liability whatsoever on the Company in respect of such goods.

9.2 In an event, and without prejudice to the foregoing, any claims relating to missing or damaged goods which ought to be revealed by reasonably diligent examination, shall be notified in writing to the Company and to any carrier involved within 3 days of the receipt of any of the goods or part thereof by the Customer his servants or agents, and in default of such notification any such claim shall be absolutely barred.

10. VARIATION OF TERMS

No variation of these terms or of any quotation or of any contract shall be valid unless agreed to in writing and signed by a Director, the Secretary, a duly appointed Senior Executive of the Company or a Partner (as the case may be).

11. ON-SITE INSTALLATION

11.1 The Customer will ensure that premises where the Company's employees or agents are installing goods, and the plant and equipment thereon, are in a fit condition for the safe carrying out of the installation work and shall indemnify the Company against all loss suffered by the Company, and against employees or agents or any damage to the Company's property caused by the unfitness of such premises, plant or equipment.

11.2 The Company accepts no liability for any personal injury, damage to property or consequential loss caused by the defective carrying out of installation work, otherwise than in circumstances of clear negligence on the part of the Company.

12. TITLE AND PROPERTY

12.1 Title and property in the goods supplied against this quotation shall not pass to the Customer until payment has been received by the Company of the full purchase price for the goods and all other amounts due from the Customer to the Company or in the case of the Company accepting tender of a cheque bill of exchange or promissory note, until the same has been honoured.

12.2 If payment has not been received at any time after payment is due, the Company may require the products to be returned at the Customer's expense or be entitled to enter the Customer's premises to remove or check the stock of the goods.

13. QUALITY AND CONDITION OF GOODS

13.1 All goods supplied and installed by the Company are guaranteed for 12 months from the date of delivery or the date of completion of the relevant installation (where applicable). This guarantee does not extend to defects arising out of materials provided by or a design stipulated or specified by the Customer, or which arise because of faulty maintenance or repairs by the Customer, or unauthorised alterations. In any event, the Company's above liability with regard to the quality and condition of the goods shall be limited absolutely to the repair or replacement of goods parts or materials which do not comply with this warranty by reason of defects in materials and workmanship arising within 12 months of risk passing under clause 8 of these Terms.

13.2 Without prejudice to the foregoing, if called upon to do so by the Customer in writing, the Company shall use its best endeavours to assign to the Customer the benefit of any warranty guarantee indemnity claim privilege or other right which the Company may have in regard to the manufacturers or suppliers of any goods parts or materials not manufactured by the Company and relating to the quality or condition of such goods parts or materials.

13.3 In the event of a Client being dissatisfied with the work carried out Regal Communications retain full rights to put right the problem, no other contractor shall be involved in any rectification. Any additional expenses to be agreed between Regal Communications and the client. Provided always that this guarantee takes effect only where all invoices have been duly paid by the client in accordance with these terms and conditions and that otherwise this clause shall be void and have no effect.

14. LIABILITY

14.1 The Company shall not in any circumstances whatsoever be liable to the Customer for any loss or damage involving any person property or interest howsoever suffered by the Customer in connection with the installation, use, functioning or state of the goods, or in connection with anything done or omitted to be done by the Company, its servants or agents, at the site nominated by the Customer.

14.2 The Customer shall indemnify the Company against all actions claims or demands by third parties in tort or otherwise arising directly or indirectly in connections with any of the matters in sub-clause(s) aforesaid.

14.3 Without prejudice to the generality of these terms or the foregoing sub clauses, the Company will in no circumstances whatsoever owe a liability to the Customer in excess of the amount of the price hereunder.

15. IMPOSSIBILITY OF PERFORMANCE

The Company shall be entitled by written notice to the Customer to cancel any contract concluded between the Company and the Customer should the Company be hindered or prevented by any cause beyond its reasonable control from performing the same, including a cause which renders performance commercially difficult or expensive.

16. STAND DOWN

In the event that the Company is unable to install the goods due to no fault of its own the Customer shall pay the Company the full amount shown on the quotation and the Customer shall submit a further order for the installation provided that the Company shall at its sole discretion be entitled to increase the original quote price.

17. SUB-CONTRACTING

The Company shall be entitled to sub-contract or assign without consent all or any of its obligations hereunder.

18. FRESH INSTRUCTIONS

The Customer may, prior to despatch of the goods or any part thereof from the Company's works but in good time to enable the Company to withhold such despatch, give notice in writing to the Company requesting that the goods shall be altered to meet the Customer's requirements or that other or new arrangements be made as to the place of delivery of the goods. The Company shall use its best endeavours to comply with any such reasonable request, provided always that in complying with any such request the Company shall be entitled to vary delivery times and to vary the price accordingly, as well as to impose such other conditions as the Company at its sole discretion may require.

19. TERMINATION

The Company may without incurring further liability terminate the Contract by written notice if in its reasonable opinion the Customer is unable to make payment in accordance with the terms hereof. Without prejudice to any other right which the Company may have, upon such termination the Company shall be entitled to receive payment on a quantum meruit basis in respect of work completed or in progress at the date of termination.

20. FURTHER SERVICES

The terms hereof shall apply mutatis mutandis in regard to any further services after completion of the contract which the Company may in its discretion perform.

21. NOTICES

Any communications or notices hereunder may be given or made by sending the same by ordinary pre-paid first class post in the case of the Customer to his last known address and in the case of the Company to the address shown at the top of its quotation or upon its letter heading, and if so sent shall be deemed to have been given or made on the date when posted.

22. INTERPRETATION

The contract shall in all respects be construed and have effect according to English Law, and the parties agree to submit to the jurisdiction of the English Courts.