

Overline Network Consultants Ltd Standard Terms and Conditions of Sale

1. Definitions In these conditions:

- 1.1 "Overline" means Overline Network Consultants Limited and any successor in title.
- 1.2 The "customer" means any individual or group of individuals, partnership or company purchasing goods or services supplied by Overline.
- 1.3 The "supplier" means any supplier of goods or services to Overline
- 1.4 The "network provider" means the organisation that carries calls to and from the customer and/or provides other network services to the customer.
- 1.5 The "installation address" means the address for delivery and installation of the equipment stated on the equipment order.
- 1.6 "equipment" includes hardware and software supplied by Overline

2 General

- 2.1 These terms and conditions of sale shall apply to all transactions between Overline and the customer and shall prevail over any purchase terms and conditions of the customer and any correspondence unless specifically varied in writing and signed by an authorised officer at Overline.
- 2.2 No time or indulgence granted to the customer by Overline, nor any relaxation of these terms and conditions, nor any failure to exercise any of its powers or partial exercise of them by Overline should constitute a variation or waiver of these terms and conditions.
- 2.3 Where there are two or more parties as customer they are liable individually and together.
- 2.4 The headings to these terms and conditions are for ease of reference only and do not affect their interpretation. All descriptions drawings and specifications in brochures or other advertising material are for general information only and do not form part of any contract unless expressly included.
- 2.5 We may change the terms and conditions of the agreement (or any document comprising part of the agreement, including the tariff for any service) at anytime on giving you fourteen (14) days notice. We will notify you of any changes on your monthly invoice and will post any changes or new terms and conditions on www.overline.com. You agree that if you continue to use the services following receipt of such notice you will be bound by the new/revised conditions. We reserve the right to pass on any increase in our cost for the services we provide you at any time by giving (14) fourteen days notice.

3. Quotations

- 3.1 Overlines quotations are valid for 20 days from date to date of issue unless otherwise stated.
- 3.2 Overline may cancel acceptance of an order within 45 days of a pre-installation survey. On cancellation Overline shall repay any customer deposit already paid and neither party shall be liable to the other of any further sums. A pre installation survey does not constitute any part of this agreement.
- 3.3 Overline shall have the right to pass on increases in manufactures and supplied Prices between order and delivery at cost.
- 3.4 Carriage will be charged to the customer as cost.
- 3.5 The customer is solely responsible for all chafes levied by the network customer.

4. Delivery inspection and installation

4.1 Delivery dates are quoted in good faith and take account of current lead times but are not guaranteed and Overline will not be responsible for delays or expenses arising from the acts of omission of others or matters outside its control.

4.2.1 Overline will deliver the equipment to the installation address

4.2.2 The customer will store the delivered equipment in a safe environment until installation and will be responsible for any damage caused.

4.2.3 The customer is responsible for checking that the installation is operating in accordance with the customer's expectation of its capabilities before Overlines engineers leave the site.

4.2.4 If the customer has entered into a hire agreement relating to the equipment the customer will confirm its satisfaction with the equipment to the hire company immediately the hire company requests it or if later immediately the customer is satisfied.

4.3 If financing their equipment via leasing/fixed term rentals, the customer understands that Overline are NOT a finance or leasing house and therefore ALL leasing/fixed term rental contracts are placed with a third part leasing company. Overline reserve the right to vary these companies as it sees fit.

4.4 In all other cases:

4.4.1 Overline will deliver the equipment to the customer at Overlines premises or if expressly agreed, at an address in England, Wales or Scotland, specified by the customer at the customers cost.

4.4.2 Overline accepts no liability for damage or shortages unless both the carrier and Overline are notified within 5 days of delivery; and the customer has retained the packaging and any documentation for inspection; and, in the end of the goods not having been checked by the customer on delivery, the carriers receipt is marked "unexamined".

4.5 The customer shall at all times provide access to Overline, its employees or agents for the fulfilment of Overlines obligations.

4.6 The customer shall at its own cost obtain all way leaves, permission and right of access necessary for the performance or Overlines obligations.

4.7 If Overline is unreasonably prevented from carrying out its obligations Overline may make an additional charge to the customer to cover the loss so incurred.

4.8 Overline will not be liable for the failure by the network provider to properly carry out any works or for delay in the provision of any such works or for the quality of workmanship of the network provider's engineers or for any consequential loss as a result of any such works.

4.9 Unless otherwise agreed in writing the customer is responsible for providing a safe working environment which complies with any statutory provision for the time being in force. Suitable lighting, heating and power supplies are to be made available.

4.10 Overline will carry out installations in accordance with any mandatory standards and in accordance with the recommendations of the equipment manufacturer. Where deviations from non-mandatory requirements are made at the customer's request, the customer assumes responsibly for any consequences of these deviations.

4.11 Overline may subcontract the whole or any part of the installation work to suitable qualified companies or individuals.

4.12 No returns of goods will be accepted by Overline unless agreed in advance.

4.13 If Overline is prevented for an aggregate of 45 days or more from installing equipment or otherwise carrying out its obligations as a result of any delay, refusal, restriction or default by the

customer, then the customer shall be deemed to have cancelled the order and the terms of clause 5.11 shall apply.

5. Payment

5.1 All customer charges must be paid monthly in advance via ONC's direct debit System in all cases. ONC reserve the right to charge an additional fee of £10 per month for non-direct debit customer payments. Payments can be made by credit or debit card, in such cases a processing fee of up to £5.00 for debit cards and up to 5% for credit card transaction will be applied in all cases.

5.2 Payment for all consultation fees must be made within 5 days of the date of Overlines Invoice.

5.3 Overline may require the payment of a deposit upon acceptance of the customer order.

5.4 Subject to clauses 3.2 and 5.9 any customer deposits are nonrefundable unless otherwise stated.

5.5 Subject to condition

5.6 In the case of contracts requiring installation, the customer will settle Overlines account within 5 days of completion of the installation notwithstanding any delays in commissioning the equipment into service. Where the work is completed in stages, Overline shall have the right to submit invoices to the customer for settlement as above, on completion of each stage of the contract or delivery of goods, for goods or services supplied.

5.7 Payments can be made by credit or debit cards, in such cases a processing fee of up to £5.00 for debit cards and up to 5% for credit card transactions will be applied in all cases.

5.8 In supply only contracts, the customer will settle Overlines account on receipt of Overlines invoice.

5.9 If any payment is not made on the due date the client will be responsible for all reasonable cost incurred in the recovery of any outstanding balance (including the employment of a debt collection agency and all potential legal costs). Debt collection charges will be levied against the value of the outstanding debt at the prevailing rates: between £100.00 and £2000.00 a charge will be levied of 18% between £2001.00 and £5000.00 will be charged at 10%, between £5001.00 and £15,000.00 will be charged at 8%, any balance above £15,001.00 will be charged at 6%. Any debt collection outside of the United Kingdom (England, Scotland, Wales, and Northern Ireland) will be subject to a further additional charge imposed by the International agencies contracted to act on the behalf of the debt collection agency.

5.10 Overline will charge and invoice the customer for VAT at the rate applicable at the time of supply of the goods or services

5.11 No cancellation, suspension or variation of an order requested by a customer shall be valid unless agreed by Overline in writing, and in the case of cancellation before installation/activation of services shall be subject to a payment by the customer to Overline of compensation for expense incurred in connection with the order and for loss of profit amounting to 20% of the invoice/contract value of £500 whichever is greater

5.12 If any sums are not paid within 14 days of the due date the customer authorises Overline to have unrestricted access to its premises during the business hours to remove all the equipment wiring and sockets, and will pay Overline the full contract price less any sums Overline receives in re-selling the equipment.

5.13 The customer accepts that they are entering into a fixed term rental agreement for the equipment detailed on this service agreement and that at no time during the agreement or after the minimum term has elapsed do they own any of the equipment detailed. Upon the minimum term of

this rental agreement being completed by the customer, Overline may own title of the goods and the customer, at their own cost, shall be required to return within 7 days of the end of the rental period and all of the aforementioned equipment. If the customer fails to return the equipment within the 7 day period, Overline are entitled to invoice the customer for 40% of the original order value/turnover of the contract and automatically debit the amount from any direct debit mandate that may be set up in Overlines devour at the time.

6. Liability

6.1 Overline will accept liability for death or personal injury to person cause by negligence of Overline, its employees of agents, but Overline shall be under no liability for death or physical injury to persons resulting from other cause.

6.2 Overlines liability for any direct loss or damage to tangible property caused by the negligence of Overline, its employees of agents shall be limited to £500,000 and Overline shall be under no liability in contract or otherwise for any direct loss or damage to tangible property arising from any other cause then Overlines negligence.

6.3 Overline shall be under no liability whatsoever in respect of any indirect or consequential loss (including but not limited to any loss of profits, business or anticipated failing) of any nature whether or not such losses be caused, by the negligence of Overline, its employees or agents.

6.4 Overline undertake to use its reasonable endeavours to supply to the customer the goods or services ordered, but Overline shall not be liable to the customer for any loss occasioned by failure to supply goods or services ordered where the failure is caused by the unavailability of goods or services to Overline.

6.5 Overline shall investigate with all good faith any allegation of manifest error in an account and shall inform you of the outcome of such investigation. Any refund of any charges wrongly debited to you shall be made only where Overline accepts manifest error and only be backdated by 3 months. This will be paid by way of credit to your next following ONC invoice.

7 Warrenties

7.1 Save where Overline deals with the customer as a consumer as defined in the unfair contract terms act 1997 and because the circumstances of use are beyond the control of Overline no warranty of fitness for any particular purpose is given.

7.2 The purchaser must satisfy themselves that the equipment ordered will meet their requiremnts. Overline will provide equipment in full working order and suitable for its designed purpose provided that the equipment is used by the customer in manner intended by the manufacturer, it is not tampered with of modified without Overlines written approval or subjected to unusual physical or electrical stress, hazard, misuse of transportation.

7.3 Where a manufacturer's warranty applies the customer agrees to be bound by the manufacturers warranty conditions and will liaise direct with the manufactures service agent.

7.4 The above conditions are in addition to and do not override any statutory provisions which shall overrise these conditions where necessary.

8 Property and Risk

8.1 The equipment shall be at the customers own risk from the date of delivery to him or to any carrier or agent or servant acting on their behalf.

8.2 The equipment will remain the property of Overline until Overline has received payment in full.

8.3 Until property of the equipment passes to the customer in accordance with condition 8.2 the customer will hold the equipment on a fiduciary basis as Bailee for Overline and will hold the equipment separately from any other equipment of goods clearly identified as the property of Overline but the customer shall be entitled to use the equipment in the ordinary course of its business.

8.4 Until property in the equipment passes to the customer in accordance with condition Overline 8.2 shall be entitled at any time to require the customer to deliver up the equipment to Overline and if the customer fails to do so forthwith to enter upon the premises of the customers in accordance with clause 5.10 and repossess the equipment. The customer shall not be entitled to pledge of in any way charge by way of security for any indebttness any of the equipment which remains the property of Overline.

9 Third party rights for the avoidance of doubt nothing in these conditions shall confer on any third party benefit or the right to enforce any term conditions

10 Proper law of contract

10.1 Any contract entered into under these terms and conditions is subject to the law of England and Wales and will be subject to the jurisdiction of the English courts.