

Terms and Conditions for Sales

1. **THE BUYER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CONDITION 12.4.**

2. **INTERPRETATION**

2.1 The definitions and rules of interpretation in this condition apply in these terms and conditions.

2.2 **Associated Companies:** a subsidiary or holding company of the Company as defined in sections 736 and 736A of the Companies Act 1985 or a subsidiary of such holding company, or any company over which the Company's directors or shareholders have control as defined in section 840 of the Income and Corporation Taxes Act 1988;

2.3 **Buyer:** the person, firm or company who purchases the Goods from the Company;

2.4 **Company:** Quadrant Connections Limited, a company incorporated in England with number 4166282;

2.5 **Contract:** any contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these conditions;

2.6 **Delivery:** means when the Goods are delivered in accordance with condition 4;

2.7 **Delivery Point:** the place where Delivery of the Goods is to take place under condition 5;

2.8 **Goods:** any goods agreed in the Contract to be supplied to the Buyer by the Company as set out in condition 3 (including any part or parts of them);

2.9 **Information:** any samples, descriptions and/or information, whether of a technical nature or not relating to the Goods including without limit quantities, measurements, dimensions, weights, specifications, designs, drawings or descriptive matter;

2.10 **working day:** means a day (other than a Saturday or Sunday) when banks in the City of London are open for business.

2.11 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

2.12 Words in the singular include the plural and in the plural include the singular.

2.13 A reference to one gender includes a reference to the other gender.

2.14 Condition headings do not affect the interpretation of these conditions.

3. **APPLICATION OF TERMS**

3.1 Subject to any variation under condition 3.3 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

3.2 No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

3.3 These conditions supersede all previous terms and conditions of sale issued by the Company.

3.4 These conditions apply to all the Company's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a director of the Company. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.

3.5 Each order or acceptance of a quotation for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions.

3.6 No order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the Goods to the Buyer.

3.7 The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.

3.8 Any quotation is given on the basis that no Contract shall come into existence until the Company despatches an acknowledgement of order to the Buyer. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.

4. **DESCRIPTION**

4.1 The quantity and description of the Goods shall be as set out in the Company's quotation or acknowledgement of order. In the event of any conflict in the descriptions in these documents the acknowledgement of order prevails.

4.2 All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

5. **DELIVERY**

5.1 Unless otherwise agreed in writing by the Company, Delivery of the Goods shall take place as follows:

(a) if the Company has arranged the carriage of the Goods Delivery shall take place upon delivery of the Goods to the Buyer's place of business or other delivery address agreed by the Company; or

(b) if the Buyer has arranged its own delivery of the Goods Delivery shall take place upon collection of the Goods from the Company's place of business by the Buyer or the Buyer's carrier.

5.2 Where the Buyer is collecting the Goods or arranging their own carrier the Buyer shall take Delivery of the Goods within 5 working days of the Company giving it notice that the Goods are ready for delivery.

5.3 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

5.4 Subject to the other provisions of these conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the Delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.

5.5 If for any reason the Buyer fails to accept Delivery of any of the Goods when they are ready for Delivery, or the Company is unable to Deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:

(a) risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Company's negligence);

(b) the Goods shall be deemed to have been delivered; and

(c) the Company may store the Goods until Delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

5.6 The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for loading the Goods.

5.7 If the Company delivers to the Buyer a quantity of Goods of up to 10% more or less than the quantity accepted by the Company, the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such goods at the pro rata Contract rate.

5.8 The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.

5.9 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

5.10 Unless otherwise stated, all quotations and estimates assume delivery in full loads. The Company reserves the right to levy additional charges for delivery by instalments, where requested by the Buyer.

5.11 If the Buyer does not accept Delivery of the Goods for any reason, an appropriate charge will be made.

5.12 If the Buyer fails to take Delivery on the agreed delivery date or if the Company is unable to Deliver the Goods because the Buyer has not provided appropriate instructions, documents, licences or authorisations, or if no specific delivery date has been agreed, when the Goods are ready for dispatch risk in the Goods shall pass to

the Buyer (including for loss or damage caused by the Company's negligence), the Goods shall be deemed to have been Delivered and the Company shall be entitled to store and insure the Goods and to charge the Buyer all related cost and expenses of so doing.

A delivery charge or, as the case may be, an additional delivery charge may be levied, at the discretion of the Company, on Goods obtained specially from suppliers to the Company or Goods sent other than by usual means of transport at the request of the Buyer.

6. **NON-DELIVERY AND SHORTAGE IN DELIVERY**

6.1 The quantity of any consignment of Goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on Delivery unless the Buyer can provide conclusive evidence proving the contrary.

6.2 The Company shall not be liable for any non-Delivery of Goods (even if caused by the Company's negligence) or for any shortage in the quantity delivered unless the Buyer gives written notice to the Company of the non-Delivery or shortage within 3 working days of the date when the Goods either were delivered or would in the ordinary course of events have been received.

6.3 If short Delivery does take place, the Buyer shall not reject the Goods but shall accept the Goods delivered as a part performance of the order.

6.4 If short Delivery or damaged Goods are complained of, the Company shall be under no liability in respect thereof unless a reasonable opportunity to inspect the Goods is provided to the Company before any use thereof is made by the Buyer.

6.5 Any liability of the Company for non-Delivery or short Delivery of the Goods shall be limited to the provision of Goods not delivered within a reasonable time or the issuing of a credit note at the pro rata Contract rate against any invoice raised for such Goods.

7. **RISK/TITLE**

7.1 The Goods are at the risk of the Buyer from the time of Delivery.

7.2 Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:

(a) the Goods; and

(b) all other sums which are or which become due to the Company from the Buyer on any account.

7.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall:

(a) hold the Goods on a fiduciary basis as the Company's bailee;

(b) store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;

(c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;

(d) maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company; and

(e) at the Company's request the Buyer will notify its customers that the Company remains the legal owner of the Goods until the Company receives payment in accordance with condition 8 and the Company reserves the right to label the Goods accordingly.

7.4 The Buyer may use or resell the Goods before ownership has passed to it solely on the following conditions:

(a) any use or sale shall be effected in the ordinary course of the Buyer's business at full market value;

(b) any such use or sale shall be a use or sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a use or sale; and

(c) such part of the proceeds of any use or sale or insurance proceeds received in respect of the Goods as represents the amount owed by the Buyer to the Company being held in trust for the Company and not mixed with any other monies or paid into an overdrawn bank account and shall at all times be identifiable as the Company's money and the Buyer shall account to the Company accordingly;

(d) the Buyer's right to use or sell the Goods may be withdrawn by the Company on notice at any time; and

(e) the Buyer will at the Company's request and at the Buyer's expense assign to the Company all rights the Buyer may have against its customers.

7.5 The Buyer's right to use and possession of the Goods shall terminate immediately if:

(a) the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer (termed an "Event of Insolvency"); or

(b) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or

(c) the Buyer encumbers or in any way charges any of the Goods.

(d) (hereinafter called an "Event of Insolvency");

7.6 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

7.7 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

7.8 Where the Company is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.

7.9 On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this condition 7 shall remain in effect.

8. **PRICE**

8.1 Prices set out in a quotation are not binding upon the Company. Unless otherwise agreed by the Company in writing, the price for the Goods shall be the price set out in the Company's written acknowledgement of order.

8.2 Unless otherwise stated, in the acknowledgement of order the price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods.

9. **PAYMENT**

9.1 Subject to condition 9.4, payment of the price for the Goods is due in the currency stated on the invoice within 30 days from the date of the invoice.

9.2 Time for payment shall be of the essence.

9.3 No payment shall be deemed to have been received until the Company has received cleared funds.

9.4 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.

9.5 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer. The Buyer shall not be entitled to withhold payment of any amount payable under the Contract by reason of any dispute or claim by the Buyer.

9.6	The Buyer shall reimburse to the Company the entire cost of representing any cheque or other instrument delivered to it in payment of any sum due by the Buyer.	(a)	any breach of these conditions;
9.7	Time for payment shall be the essence of the Contract. Any discounts, deductions or rebates agreed are only available if the price is paid and received by the due date.	(b)	any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
9.8	In the case of short Delivery, partial Delivery or Delivery of damaged goods, the Buyer shall remain liable to pay the full invoice price of all Goods Delivered or available for Delivery.	(c)	any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
9.9	If the Buyer fails to pay the Company any sum due pursuant to the Contract or suffers any Event of Insolvency the Company shall be entitled to do any one or more of the following (without prejudice to any other right or remedy it may have):-	12.2	All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
(a)	claim interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of the Governor and Company of the Bank of Scotland accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998;	12.3	Nothing in these conditions excludes or limits the liability of the Company:
(b)	require payment in cleared funds in advance of further deliveries of Goods;	(a)	for death or personal injury caused by the Company's negligence; or
(c)	suspend or cancel any further deliveries of Goods to the Buyer under any contract without liability on the Company's part;	(b)	under section 2(3), Consumer Protection Act 1987; or
(d)	without prejudice to the generality of condition 6 exercise any of the Company's rights pursuant to that condition;	(c)	for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
(e)	terminate this or any other contract with the Buyer without liability on the Company's part.	(d)	for fraud or fraudulent misrepresentation.
10.	QUALITY	12.4	Subject to condition 12.2 and condition 12.3:
10.1	Where the Company is not the manufacturer of the Goods, the Company shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Company.	(a)	the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to £250,000 in connection with the cost of Goods and £50,000 in connection with other losses; and
10.2	The Company warrants that (subject to the other provisions of these conditions) on Delivery, and for a period of 12 months from the date of Delivery, the Goods shall:	(b)	the Company shall not be liable to the Buyer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
(a)	be of satisfactory quality within the meaning of the Sale of Goods Act 1979;	13.	ASSIGNMENT
(b)	be reasonably fit for any particular purpose for which the Goods are being bought if the Buyer had made known that purpose to the Company in writing and the Company has confirmed in writing that it is reasonable for the Buyer to rely on the skill and judgement of the Company.	13.1	The Company may assign or sub-contract the Contract or any part of it to any person, firm or company.
10.3	The Company shall not be liable for a breach of any of the warranties in condition 10.2 unless:	13.2	The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.
(a)	the Buyer gives written notice of the defect to the Company within 5 working days of the time when the Buyer discovers or ought to have discovered the defect; and	14.	FORCE MAJEURE
(b)	the Company is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business in the UK at the Buyer's cost for the examination to take place there, such reasonable cost to be refunded by the Company if following the examination the Company concludes that there has been a breach of any warranty in condition 9.2	14.1	The Company reserves the right to defer the date of Delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 30 days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.
10.4	The Company shall not be liable for a breach of any of the warranties in condition 10.2 if:	15.	GENERAL
(a)	the Buyer makes any further use of such Goods after giving such notice; or	15.1	Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
(b)	the defect arises as a result of the Goods being used for a purpose other than that specified by the Company; or	15.2	If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
(c)	the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or	15.3	Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
(d)	the Buyer alters or repairs such Goods without the written consent of the Company; or	15.4	Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
(e)	the defect arises from fair wear and tear.	15.5	The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
10.5	Subject to condition 10.3 and condition 10.4, if any of the Goods do not conform with any of the warranties in condition 10.2 the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Buyer shall, at the Company's expense, return the Goods or the part of such Goods which is defective to the Company.	15.6	The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.
10.6	If the Company complies with condition 10.5 it shall have no further liability for a breach of any of the warranties in condition 10.2 in respect of such Goods.	15.7	The Contract contains the entire agreement between the Company and the Buyer.
10.7	Any Goods replaced shall belong to the Company and any repaired or replacement Goods shall be guaranteed on these terms for the unexpired portion of the 12 month period.	15.8	The Buyer shall reimburse the Company's costs including legal costs on an indemnity basis which the Company incurs in enforcing its rights under these conditions including but not limited to recovery of any sums due. Such sums shall be in addition to the statutory compensation payable by the Buyer under the Late Payment and Commercial Debts Regulations 2002.
10.8	If the Goods are supplied manufactured or processed to Information or a design supplied by the Buyer or as approved by the Buyer or any third person nominating or specifying the Goods then:	15.9	If the Buyer is an individual or group of individuals the Buyer agrees that the Company may process the Buyer's personal data in accordance with the Data Protection Act 1998. The Company and Associated Companies may from time to time send the Buyer information about products and services which may be of interest.
(a)	Subject to condition 10.4 the Company shall not be under any liability for damages howsoever caused or under condition 9.5 except in the event of:	15.10	14.10The Buyer will unconditionally fully and effectively indemnify the Company against all losses damages penalties costs on an indemnity basis and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim by any third party arising from the supply or use of the Goods. This indemnity will be reduced in proportion to the extent that such losses damages penalties costs and expenses are due to the Company's negligence.
(i)	fraudulent misrepresentation by the Company;	16.	COMMUNICATIONS
(ii)	misrepresentation where the representation was made or confirmed by a person authorised to sign on behalf of the Company;	16.1	All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax:
(iii)	non-compliance with such Information; or	(a)	(in case of communications to the Company) to its registered office or such changed address as shall be notified to the Buyer by the Company; or
(iv)	breach of a written warranty signed by a person authorised to sign on behalf of the Company that the Goods are fit for that purpose.	(b)	(in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Buyer.
(b)	The Buyer will unconditionally fully and effectively indemnify the Company against all losses, damages, costs on an indemnity basis and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim for infringement of any intellectual property rights of any other person.	16.2	Communications shall be deemed to have been received:
10.9	If the Goods are supplied by reference to Information provided by an authorised person on behalf of the Company then subject to condition 10.4 the Company shall not be under any liability for damages howsoever caused except in the proportion and to the extent that such damages have resulted primarily from the Company's breach of contract or negligence.	(a)	if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
10.10	The Company will not be liable under condition 9.9 if material information is withheld concealed or misrepresented by the Buyer.	(b)	if delivered by hand, on the day of delivery; or
11.	CANCELLATION	(c)	if sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.
11.1	No cancellation or variation of the whole or any part of the order by the Buyer is permitted except where expressly agreed in writing by a person authorised to sign on behalf of the Company.	16.3	Communications addressed to the Company shall be marked for the attention of the Company Secretary.
11.2	The consent of the Company to cancellation or variation of the order shall not in any way prejudice the Company's right to recover from the Buyer full compensation for any loss or expense arising from such cancellation or variation on an indemnity basis.		
11.3	Where the Goods are returned by the Buyer without the Company's written consent, they will not be accepted for credit.		
12.	LIMITATION OF LIABILITY		
12.1	Subject to condition 5, condition 6 and condition 10, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:		

I/we undertake to comply with Quadrant Connections Limited's standard terms and conditions from time to time and acknowledge that all orders I/we place with Quadrant Connections Limited will be on those standard terms and conditions notwithstanding anything to the contrary in my/our order.

Signature

Position

Date