

Telephone System Order Terms and Conditions
Version 2.22 January 2019

1. Definitions in this contract:

- 1.1 The definitions and rules of interpretation in this clause apply in this contract.
"Buyout" means the Lease Buyout agreed to be paid by Z1 in respect of the Customer transferring to Z1.
"Company" means Z1 Telecom Systems Limited (registered in England and Wales under number 07241652) also trading as Z1 Telecom or Z1 whose registered office is at 4 Royal Court, Basil Close, Chesterfield, S41 7SL.
"Customer" means the Company and/or person so named on the contract. Z1 reserves the right to deal with anyone reasonably appearing to Z1 to be acting with the Customer's authority or permission.
"Digital Package" means any equipment or product (including for the avoidance of doubt mobile telephones) supplied by Z1 or any third-party on behalf of Z1 to the Customer.
"Rental Payments" means the rentals payments that will be due under a finance agreement
"Initial Payment" means the period of 84 months from the Installation Date or such other period as is prescribed for the relevant service or as is otherwise detailed in the contract.

2. Contract:

- 2.1 This contract is made between the party named on the sales order hereinafter referred to as the Customer and Z1 Telecom Systems Ltd hereinafter referred to as the Company whose correspondence address is 4 Royal Court, Basil Close, Chesterfield, S41 7SL.
2.2 The details recorded on the sales order form together with these conditions of contract shall form the basis of a binding contract between the parties.
2.3 Tenders and quotations may be withdrawn or varied by the Company before the day of installation.

3. Specifications:

- 3.1 The customer shall be responsible for ensuring that any drawings, sketches specifications, descriptions or other instructions supplied by The Company or any other agent or representative of the Customer in connection with the manufacture, sale or installation of any goods or the supply of any services are accurate and meet the Customer requirements and the Customer shall indemnify and hold the Company harmless in respect of any liability, loss, injury, damage, demand, cost or expenses which may be incurred or sustained by the Company by the reasons of or arising directly, or indirectly out of any claim in respect of drawings, sketches, specifications, descriptions or information in relation thereto.

4. Descriptions:

- 4.1 Any illustrations, samples or descriptive material, including drawings, specifications of weight, capacity or dimensions and particulars of shade shall not form part of the contract but shall be treated as approximate only unless specifically stated otherwise.

5. Estimated time:

- 5.1 The Company shall make reasonable efforts to execute the contract within the quoted period which shall (unless otherwise specified) commence from the date of receipt by the Company of all instructions and information for the execution of the contract including when applicable the arrangement of any credit facilities but such time is not guaranteed nor deemed to be the essence of the contract the estimated time for completion of the contract by the Company shall be extended by a reasonable period. If there is any delay caused by the industrial dispute or by any cause beyond the reasonable control of the Company, the Company shall not be obliged to notify the Customer of any such delay. Any dates quoted by the Company for the delivery of the goods are approximate only and do not form part of the contract and the Customer acknowledges that in the performance is expected of the Company no regard has been paid to other quoted delivery dates.
5.2 The Company shall not be liable for any penalty, loss, injury, damage or expense arising from any delay or failure in delivery or performance from any cause at all nor shall any such delay or failure entitle the Customer to refuse to accept any delivery or performance of or repudiate the contract.

6. Delivery:

- 6.1 The Company shall provide the Customer with any necessary instructions for the delivery and/or for installation of the goods within a reasonable period prior to the installation date advised by the Company to the Customer. The goods are delivered to the Customer when the Company makes them available to the Customer or any agent of the Customer or any carrier of the Customer (who shall be the Customers agent whoever pays its charges) at the Customer premises or other delivery point agreed by both parties.
6.2 If by reasons of instructions or lack of instructions from the Customer the installation of any goods in accordance with the contract is delayed 28 days after the Company has given notice in writing to the Customer that the goods are ready for installation the goods shall be deemed to have been installed in accordance with the contract and thereafter the goods shall be deemed to be at the risk of the Customer.
6.3 Where the goods are delivered by instalments, no defaults or failure by the Company in respect of any one or more instalments shall vitiate the contract in respect of the goods previously delivered or undelivered. Furthermore, delay in the instalment of any instalments shall not entitle the Customer to treat the contract as at an end or to reject any other instalment.
6.4 The responsibility for the cost of connection to the public switch telephone network (PSTN) and/or the provision of conversion or additional lines to the PSTN lies with the Customer.

7. Finance:

- 7.1. It is agreed that where the Company approaches a finance provider to arrange the finance then the Company acts as an agent for The Customer and not the finance provider.
7.2. The Customer undertakes to supply all information requested by the finance provider for the purpose of credit vetting. Including where required the date of birth, home address of any directors, partners or proprietors.
7.3. Where third party indemnities are required by the finance provider, failure to provide such indemnities shall constitute a breach of the terms and conditions of this contract and shall entitle the Company to retain any deposit paid by the customer.
7.4. After installation is completed and the Customer has signed the satisfaction certificate any failure by the Customer to complete the financial agreement documentation and commence payment in accordance with the terms of the finance agreement shall render the Customer liable to pay the Company the whole of the contract price (plus VAT) as defined in clause 8.2 within 7 working days of presentation of an invoice.

8. Transfer of risk and insurance:

- 8.1. Goods shall be at the Customers risk from the moment of installation or deemed delivery whether or not property of the goods has passed or payment made therefore and thereafter The Customer shall be responsible for insuring the goods.

9. Price:

- 9.1. Cash sales, the contract price stated on this sales order form is exclusive to VAT or any other tax or duty payable. The amount of such taxes or duties shall be added to the contract price and shall be payable by The Customer in the same manner as the contract price.
9.2. Finance plans. Where the goods are supplied under the terms of finance agreement the contract price is the total of the initial payment plus all the periodical instalments as defined in the finance agreement.
9.3. Unless otherwise specified on the contract the price is based on the assumption that the goods and/or services will be installed in one continuous visit to the site accordingly. The Company may at its discretion at any time elect to increase the contract price to take into account any additional costs to the Company (including but not limited to the storage and delivery costs) by the reason of the installation of the goods or services in more than one visit.

10. Payment:

- 10.1. Cash sales, a deposit equal to one half of the contract price plus VAT is required at the time of placing the order (unless clearly stated on this contract). The balance of the contract price plus VAT is payable immediately upon completion of the installation of the goods.
10.2. Finance plans. Where finance is arranged through a finance provider payment shall be in accordance with the terms of the finance agreement.
10.3. If the payment of any sum payable to the Company is made after the due date the Company shall be entitled to charge interest thereafter on such sum at the rate of 7.86% per annum above the current base rate of The Bank of England interest being deemed to accrue from being day to day and being compounded on the last day of each calendar month.

11. Retention of the Title:

- 11.1. Notwithstanding the earlier passing of risk, title in the goods shall remain with the Company and shall not pass to the Customer until the amount due under the invoice for them (including if appropriate, interest and costs) has been paid in full.
11.2. Until title passes, the Customer shall hold the goods as Bailee for the Company and shall store or mark them so that they can at all times be identified as the property of the Company.
11.3. The Company may at any time before title passes and without any liability to the Customer:
11.3.1. Repossess and dismantle and use or sell any of the goods and by doing so terminate the Customers right to use, sell or otherwise deal in them: and
11.3.2. For the purpose of determining that if any goods are held by the Customer and inspecting them, enter into any premises of or occupied by the Customer.
11.4. Ownership of and title to the Equipment shall remain with the Company and shall not pass to the Customer until the whole sale price as set out in the relevant quotation or accepted order has been paid to the Company not withstanding delivery of the Equipment to the Customer or to any independent carrier or any other third party or any other person hereof.
11.4.1. Until such times as payment is made and title passes The Customer shall keep the Equipment separately from other similar equipment and ensure it is labelled or otherwise identified as the property of the Company. Ownership labels shall not be removed, obscured or defaced. The Customer shall not make any alterations, additions or modifications to the equipment and shall use it only for the purpose and in the manner intended by the manufacturer.

12. Guarantee:

- 12.1. The Company shall have no liability to the Customer for any loss or damage of nature arising from any breach of expected or implied warranty or conditions of the contract or negligence, breach of statutory rights or other duty on the part of the Company or in any other way out of or in connection with the performance of or failure to perform the contract except:
12.1.1. For death or personal injury resulting from the Company's negligence, and
12.1.2. As expressly stated in these conditions.
12.2. The liability of the Company shall apply only to defects that appear under proper use and under conditions of operation not more than those declared to the Company and in particular shall not apply to defects, which arise from the Customers neglect, misuse, faulty maintenance or from alterations carried out without prior written consent of the Company or from repairs carried out improperly by the Customer or his servants/agents or arising from normal wear and tear.
12.3. The Company will deliver any repaired or new parts to the Customer free of charge. Any goods that have been returned to the Company and replaced by the Company shall become the property of the Company.
12.4. The Company will under no circumstances allow deductions from or set off against any sum due to the Company and all invoices must be paid in full. The Company reserves the right to charge for the costs of repairs were damage has resulted from misuse or unauthorized repair or alterations of the goods by The Customer.
12.5. Neither acknowledgement or receipt nor investigation by the Company of any claim hereunder or consent under shall constitute or imply admission by the Company of any liability in respect of such claim.
12.6. In no circumstances shall the Company's liability exceed the contract price of defective goods. Liability shall attach to the Company only if the relevant goods or services have been paid in full. Failure of the Customer to carry out any of the Customer obligations shall relieve the Company of any liability. Under no circumstances shall the Company be liable in any event for consequential loss, special damages or other indirect loss however arising whether or not the Company knew or ought to have known that such losses or damages might be incurred including without limitation loss of income, profits, interest or loss of markets.
12.7. Where a maintenance contract exists, the Company's liability for repair, replacement and renewal shall be transferred to the specified Maintenance company upon completion of the installation.

13. Cancellation Consequences:

- 13.1. Should the Company be unable to obtain finance on the terms originally proposed or on other terms acceptable to the Customer then the Company reserve the right to charge an appropriate administration fee which shall not be greater than the amount of the original initial payment.
13.2. Without prejudice to any other remedy which the Company may have, in the event of the Customer cancelling the contract the Company shall be entitled to charge the Customer for all expenses incurred by the Company in respect of such contract to date of cancellation any loss of profit arising by the reason of the cancellation of such contract which shall not be greater than the sum of all rental payments overleaf.

14. Miscellaneous:

- 14.1. Unless otherwise specifically agreed goods and services shall not be required to comply with any direction, regulation or provision of any foreign law or governmental authority, including without prejudice to the generality of the foregoing any direction, regulation or provision relating to safety.
14.2. No warranty is given by the Company that the use of the goods for any purpose does not infringe any British foreign patents.
14.3. Unless otherwise specifically agreed the Company shall be entitled to fix to any goods legends bearing the Company's name and/or trademarks or other marks.
14.4. No forbearance or indulgence shown or granted by the Company to the Customer whether in respect of these conditions or otherwise shall in any way affect or prejudice the right of the Company against The Customer or be regarded as a waiver of any conditions.
14.5. This contract shall be governed by the construed in all respects in accordance with the English law and the Customer hereby submits for all purposes of and in connection with this contract to the non-exclusive jurisdiction of the English courts.
14.6. The Company has a policy of continues to its products and its services and reserves the right to alter specifications without prior notice.
14.7. The Customer shall ensure that a suitable earthed mains electricity supply of 240v to institute of electrical engineers wiring regulations currently in force is available within 3 meters of the central processing unit.
14.8. The Company may contract the performance of this contract in whole or in part.
14.9. The Customer shall not at any time whether before or after the termination of this contract divulge or use any unpublished technical information deriving from the contract or any other confidential information in relation to the Company's affairs or other business or method of carrying on business.
14.10. The Company cannot guarantee the signal coverage of any DECT digital cordless handsets or any other wireless communication equipment supplied by the Company.
14.11. Any savings quoted MUST be used as a guideline only and should not be treated as fact.
14.12. The Company shall not be liable for any failure in performance of any of its obligations under this contract caused by any factors outside its control.
14.13. Any prices on the sales order form is for equipment only and does not include any costs for telephone line rentals or telephone call charges.
14.14. It is the responsibility of the Customer to ensure adequate measures against any damages caused by a power surge, neglect or acts of God i.e. Weather conditions.