

SQUIRE TECHNOLOGIES LIMITED STANDARD TERMS AND CONDITIONS OF SALE

1. General

- 1.1 In these terms and conditions, the following words have the following meanings, unless the context requires otherwise:
"Company" means Squire Technologies Limited (registered number 4353329).
"Customer" means a person, firm, company or other organisation purchasing products and/or procuring services from the Company as detailed in the Purchase Order.
"Associated Companies" means any company that is a holding company, a subsidiary company or a subsidiary of any such holding company of either party from time to time and "subsidiary" and "holding company" shall have the meaning set out in Section 736 of the Companies Act 1985 (as amended).
"Contract" means a contract between the Company and the Customer for the sale of the Products and/or provision of the Services created by the acceptance of a Purchase Order (which shall incorporate these terms and conditions and any special conditions detailed in the Purchase Order).
"Purchase Order" means the purchase order completed by the Customer and sent to the Company containing details of the Contract
"Products" means the products [*being computer telephony hardware and/or software*] supplied by the Company to the Customer
"Services" means the professional, technical, installation and/or training services and such other support services provided by the Company to the Customer in relation to the Products and as detailed in the Purchase Order
- 1.2 **The following terms and conditions shall apply to all Contracts between the Company and the Customer relating to the sale of Products and/or supply of Services and shall supersede any other terms other than those set out or referred to in the Purchase Order.**
- 1.3 **The Contract will become binding when the Company has sent a written acknowledgement of the Purchase Order to the Customer. These terms and conditions shall be applicable to all repeat orders made by the Customer, unless the Company notifies otherwise to the Customer.**

2. Quotation and Acceptance

Unless otherwise stated, quotations are valid for thirty (30) days and impose no obligation on the Company until the Company accepts the Purchase Order by way of a written acknowledgement. The Company reserves the right to adjust the price by giving written notice to the Customer, where necessary to compensate for exchange rate fluctuations or material variations in the cost to the Company of raw materials or hardware.

3. Delivery

- 3.1 Any delivery period quoted is an estimate only and commences from the Company's written acknowledgement of the Purchase Order. Time of delivery shall not be of the essence for the purposes of the Contract. The Company will take all reasonable steps to deliver the Products at the time stated, but shall be under no obligation to do so.
- 3.2 The Company reserves the right to deliver Products in more than one consignment and to invoice each consignment separately. Each consignment shall be deemed to be a separate Contract. Any breach in relation to any single consignment shall not entitle the Customer to terminate the entire Contract.
- 3.3 If a Customer fails to take delivery of Products or requests the Company to withhold delivery of the Products for any reason, the Company reserves the right to invoice the Products at the original delivery date and to charge the Customer for the storage of the Products at the Customer's risk.
- 3.4 Claims for damage to Products in transit must be in writing and must be received by the Company within 5 days of the date of the delivery. Claims for non-delivery must be in writing and must be received by the Company within 21 days of proposed delivery date.
- 3.5 The Customer shall be responsible for the cost of delivering the Products, which shall be arranged by the Company through a third party carrier.

4. Terms of Payment

- 4.1 Unless otherwise agreed in writing with the Company, the Customer shall make payment in full in cleared funds within 30 days from the date of invoice. Time for payment shall be of the essence of the purpose of the Contract.
- 4.2 In the event that any amount payable to the Company is overdue the Company shall be entitled, without prejudice to any other right, to suspend deliveries of Products and/or provision of Services until such payment has been received by the Company in full.
- 4.3 In relation to any overdue account the Company reserves the right to charge:
- 4.3.1 Interest at the rate of 4% above the Bank of England base rate from time to time, accruing daily from the due date until payment in full has been received by the Company;
- 4.3.2 An amount equal to any other costs or expenses incurred by the Company in connection with recovery; and/or
- 4.3.3 A surcharge of fifty pounds sterling (£50.00) to cover the additional administration costs incurred.
- 4.4 All charges are, unless otherwise stated, exclusive of any applicable value added or other similar sales tax, and the Customer shall be responsible for paying such taxes.
- 4.5 Any complaint by the Customer relating to any invoice must be notified by the Customer to the Company within 14 days of the date of the invoice.

5. Cancellation

No Purchase Order which has been accepted by the Company may be cancelled by the Customer except with the prior written consent of the Company. Such consent may be given on terms that the Customer will indemnify the Company in full against all losses, costs, damages and expenses incurred by the Company as a result of such cancellation.

6. Force Majeure

- 6.1 If the Company is prevented from performing or delayed or hindered in the performance of any Contract (or from performing any warranty given under any Contract) as a result of strike, lockout, trade dispute, act of God, war, riot, explosion, fire, shortage of materials, labour or transport or fuel, or, without limiting the generality of the foregoing, by other cause outside the Company's control, whether affecting its own business or that of any supplier or sub-contractor, the Company shall not be liable for any loss or damage (direct, indirect or consequential) to the Customer or any third party.
- 6.2 If the Company is affected by such circumstances of force majeure then time for performance of its obligations under the Contract shall be extended for a period equivalent to the period of delayed performance.
- 6.3 If the circumstances of force majeure last for a period longer than sixty (60) days, either party may serve upon the other, one (1) months written notice of termination of the Contract, and unless the sale of the Products and/or provision of the Services has been resumed before the expiry of such notice, the Contract shall terminate in accordance with such notice.

7. Risk, Property and Repossession

- 7.1 Risk of damage to or loss of the Product(s) shall pass to the Customer at the time of delivery (or, if the Customer wrongfully fails to take delivery, at the time when delivery was tendered by the Company).
- 7.2 The property in the Products shall not pass to the Customer and the full legal and beneficial ownership of the Products shall remain with the Company, unless and until and the Company has received payment in full and cleared funds for:
 - 7.2.1 The Products the subject of a particular Contract; and,
 - 7.2.2 All other Products the subject of any other Contract between the Company and the Customer (or its Associated Companies, as appropriate) which have been delivered to the Customer but not paid for in full.
- 7.3 Until such time as the Company has received the full price under the Contract or any other Contract between the Company and the Customer (and/or its Associated Companies, as appropriate)
 - 7.3.1 The Customer shall hold the Products solely as bailee for the Company;
 - 7.3.2 The Customer will store the Products on its premises separately from any other Products and in a manner that makes them readily identifiable as the Products of the Company, will co-operate in identifying such Products to the Company, and will insure the Products for their full price against all risk that is reasonable for the Customer to insure against
 - 7.3.3 The Customer's right to possession of the Products shall cease if the Company's rights to suspend or cancel deliveries in accordance with Conditions 4 or 7.4 become exercisable; and
 - 7.3.4 The Company has the right to repossess the Products and in order to effect such repossession the Company may enter upon the Customer's premises or any other premises where the Products are stored or where the Company reasonably believes the Products are stored. The Customer will co-operate in the identification of the Company's Products.
- 7.4 The Company shall be entitled to immediately cancel, terminate and/or suspend any Contract with the Customer (and/or any of its Associated Companies, as appropriate) and the Company shall be entitled to the immediate re-delivery of the Products (at the Customer's risk and expense) and to re-sell the Products any time after the due date for payment or before such due date in the case of occurrence of any of the following events namely:
 - 7.4.1 Appointment of a trustee, receiver, administrative receiver or similar officer in respect of all or any part of the business or assets of the Customer or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction);
 - 7.4.2 The bankruptcy of the Customer (if an individual or partnership);
 - 7.4.3 The Customer being unable to meet its debts in the normal course of business and for the purpose of such recovery and/or resale of the Products the Company shall be entitled and the Customer hereby grants to the Company, its officers, servants or agent a license (which will be binding upon the Customer's liquidator, Administrator, receiver or trustee in bankruptcy) (as appropriate) to enter upon the premises of the Customer during normal business hours and to remove the Products from the Customer's premises;
 - 7.4.4 If there are circumstances where the Company reasonably believes that any of the events mentioned in paragraphs 7.4.1 to 7.4.3 (inclusive) above is about to occur and the Company notifies the Customer of such belief;
 - 7.4.5 If there are circumstances where it appears to the Company in its reasonable belief that due to the Customer's credit rating it is financially inadequate to meet its obligations under the Contract;
 - 7.4.6 Anything analogous of any of the foregoing under this paragraph 7.4 under the law of any jurisdiction occurs to the Customer (and/or its Associated Companies, as appropriate)
 - 7.4.7 The Customer commits any material or persistent breach of any contract and, where such breach is capable of remedy, fails to remedy the breach within 14 days of receiving written notice from the Company requiring the breach to be remedied; or
 - 7.4.8 The Customer (and/or its Associated Companies, as appropriate) ceases or threatens to cease carrying on its business.

8. Limitation of Liability

- 8.1 Nothing in these terms and conditions or the Contract shall limit or restrict the Company's liability for death or personal injury caused as a result of the Company's negligence or for fraudulent misrepresentation.
- 8.2 Save as otherwise specifically provided in these terms and conditions the Company shall not be liable to the Customer for any losses whether arising from breach of contract, tort (including, without limitation, negligence), or otherwise and whether flowing naturally and directly from such breach, tort or other cause, or not, for loss of revenue, loss of profit, loss of anticipated savings, loss of goodwill, loss of reputation, loss of anticipated contracts or loss of data provided that each of such exclusions is intended by the parties to be severable.

9. Return of Products

Any return of Products must first be authorised by the Company, who will issue a Returns Authorisation Number. Any Products returned without this number will not be accepted. Carriage charges for returned Products must be pre-paid by the Customer. Repaired Products will be delivered at the Company's cost.

10. Notices

Any notice required to be given under this Contract shall be in writing and delivered personally or sent by facsimile or electronic mail, or by first class post to the last known address or number as notified by the parties to each other from time to time. If sent by facsimile or email, a copy shall be sent by first class post or delivered personally the same day. Any such notice shall be deemed to be served, if delivered personally, at the time of delivery, if sent by post, 48 hours after posting, or if sent by facsimile or email, 12 hours after proper transmission.

11. Data Protection

- 11.1 The Company may use the personal data it receives in connection with the Customer to create or update records held by the Company and its Associated Companies relating to any matter(s), including without limitation for the purpose of product, market or credit analysis, and statistical compilation.
- 11.2 In relation to any Customer the Company may make enquiries at any time with credit reference agencies which will keep a record of such enquiry whether or not credit is granted. Where credit is granted, the Company may also disclose details about the Customer's account with the Company and the Customer's conduct of the account to such agency or to other agencies or to debt collection agencies. This information may be searched by credit grantors and used and given out in assessing applications for future credit facilities and for debt collection, fraud prevention and other purposes.
- 11.3 In Conditions 12.1 and 12.2 above, references to "the Customer" shall be deemed to include (but without limitation) officers, employees, contractors and agents in relation to which the Company receives personal data arising out of or in connection with the Company's dealings with the Customer (or its Associated Companies).
- 11.4 The Company shall take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss and destruction of, or damage to, personal data.

12. Entire Agreement

The Contract and these terms and conditions constitutes the entire agreement between the parties with respect to the subject matter of the Contract and supersedes any representations and understandings previously given or made, whether oral or in writing, other than those contained in the Contract. For the avoidance of doubt, the Customer acknowledges that, save as expressly set out in the Contract, it has not relied on any statement or representation made by the Company.

13. General

- 13.1 The headings in these terms and conditions are included for convenience only and shall not affect their interpretation.
- 13.2 Failure by the Company at any time to enforce any breach by the Customer of the Contract shall not be construed as a waiver by the Company of any terms of the Contract and the Company shall be entitled to enforce the Contract at any time.
- 13.3 If any part of or any whole provision of these terms and conditions or the Contract shall be or become invalid, unenforceable or void, the remainder of the provision in question and the other provisions shall remain valid and enforceable.
- 13.4 A person who is not a party to the Contract shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 ("the Act") to enforce any term of these terms and conditions or the Contract. Any right or remedy of a third party which exists or is available apart from the Act is not affected.
- 13.5 The Contract is personal to the Customer and the Customer shall not assign the Contract without the Company's prior written consent.
- 13.6 Where the Product(s) are supplied for export from the United Kingdom, the provisions of this clause shall (subject to any special terms agreed in writing between the Customer and the Company) apply notwithstanding any other provision in these terms.
- 13.6.1 The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Product(s) into the country of destination and for the payment of any duties.
- 13.6.2 The Company shall have no liability for any claim in respect of any defect in the Product(s) which is caused or arises after shipment of the Product(s), or in respect of any damage during transit.

14. Proper Law

The Contract (including these terms and conditions) shall be governed and construed by English law and the English courts shall have non-exclusive jurisdiction in connection with the Contract