

Weston Group Terms and Conditions of Sale

1 Interpretation: In these Conditions:

Company: means Weston Communications Ltd co/reg 4490578 of registered office Networks House, 2 Whitehall Estate, Whitehall Road, Leeds LS12 5JB;

Client means the person(s), Firm or Company named overleaf;

Contract means a contract entered into under this Agreement, as evidenced by: (i) the existence of signed Order Form (ii) a purchase order or sales order which may or may not reference the Order Form, signed or unsigned; or (iii) the parties general course of dealing;

Goods means the items, products, or equipment listed overleaf;

Price means the price for the Goods and Services as set out on the Order Form;

Order Form means the document issued by the Company setting out (1) a description of the Goods and Services (2) the Price (3) any other relevant matters;

In Writing means a letter by Registered or Recorded Delivery

1.1 any changes to these Terms and Conditions are valid only if agreed in writing by a Director or the General Manager of the Company and the Client

1.2 Unless authorised in writing by the Company, employees' or agents' representations concerning the Goods and Services are not valid.

1.3 Any error or omission in any sales brochure, quotation, price list, acceptance or offer, invoice or other material issued by the Company (whether typographical, clerical or otherwise) may be corrected at any time by the Company without any liability on the part of the Company.

1.4 If there is any conflict between the Order Form and these Terms and Conditions, the Order Form shall prevail.

2 The Order Form

2.1 The parties shall from time to time enter into Contracts each of which shall constitute separate contractual agreements, the specific details of each Contract, including without limitation Price and Goods, shall be recorded in the relevant Order Form with each Contract being governed by the terms and conditions set out herein.

2.2 It is the sole responsibility of the Client to ensure the Goods and Services set out on the Order Form meet its requirements.

2.3 The Company may make changes to the Goods and Services in order to conform to any legal requirements or which do not materially affect their quality or performance.

2.4 The Client shall at its own expense supply the Company with all necessary materials and information required by the Company to provide the Goods and Services in accordance with these Terms. If a failure by the Client to provide materials or information causes the Company to miss a deadline, the Company deadline shall be deemed to be extended by the period of the Client's delay.

3 Price and Payment

3.1 The Client shall pay the Price within 30 calendar days of receipt of a valid invoice (the "Due Date"). Time of payment is of the essence of this agreement.

3.2 The Price does not include VAT which the Client shall pay in addition to the Price at the rate prevailing on the date of the invoice.

3.3 Should the Client fail to make any payment in full on the Due Date under this agreement, the Company may charge interest on the outstanding amount. Such interest shall accrue on a daily basis at the rate of 8% above the base rate of Barclays Bank PLC from time to time from the due date until the date of payment, whether before or after judgment.

3.4 If, because of a factor beyond the control of the Company, the cost to the Company of providing the Goods and Services increases, the Company may before delivery increase the Price of the Goods and Services.

3.5 The Client will pay the Price for the Goods and Services. If the Client wants the Company to deliver the Goods, the Client will pay the Company's charges for transport, packaging and insurance.

3.6 All amounts due under this agreement shall be paid in full without any deduction or withholding other than as required by law and neither party shall be entitled to assert any credit, set-off or counterclaim against the other party in order to justify withholding payment of any such amount in whole or in part.

4 Delivery of Goods

4.1 Any dates quoted for delivery of the Goods are approximate and the Company shall not be responsible for any delay in delivery of the Goods however caused. Unless agreed in writing in advance by the Company time for delivery shall not be of the essence.

5 Ownership and Responsibility

5.1 Ownership of any consignment of Goods shall not pass to the Client until the Company has received payment in full of all sums due to it.

5.2 Until ownership in the Goods passes to the Client, the Client shall:

5.2.1 hold the Goods on behalf of the Company, take proper care of them and take all reasonable steps to prevent any damage to or deterioration of them;

5.2.2 store or keep the Goods separately from other Goods, so as to show clearly that they belong to the Company;

5.2.3 not sell or part with possession of the Goods;

5.2.4 keep the Goods free from any mortgage, charge, lien or other encumbrance

5.2.5 insure the Goods; and

5.2.6 notify the Company immediately if any event specified in clause 7.1.2 to 7.1.8 occurs in relation to the Client

5.3 Despite clauses 5.1 and 5.2, the Company may bring an action against the Client for the price of the Goods and Services if the Client fails to pay for them in full by the Due Date, even though property in the Goods has not passed to the Client.

5.4 The responsibility for loss or damage to any consignment of the Goods shall pass to the Client on delivery.

5.5 Each order for the Goods shall constitute a separate contract and any default by the Company in relation to any one order shall not entitle the Client to treat this agreement as terminated.

6 Warranties and Liability *the Client's particular attention is drawn to this clause 6*

6.1 The Company warrants and represents to the Client that it will perform its obligations under these Terms with reasonable skill and care. All other warranties are expressly disclaimed to the fullest extent permitted by law.

6.2 The Company shall not be liable to the Client (whether in contract, tort, including negligence and breach of duty, or otherwise at law) for any:

6.2.1 indirect or consequential loss; and/or

6.2.2 loss of profits, revenue or goodwill of the Client.

6.2.3 Acts or omissions of any other party or company involved with the provision of the services detailed overleaf

6.3 The Client shall indemnify the Company in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Company as a result of or in connection with the Client's breach of the Contract

6.4 The company shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Services, if the delay or failure is beyond the Company's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond the Company's reasonable control

6.4.1 default or failure of a third party (including any public telecommunications network operator or maintainer)

6.4.2 failure in the supply of any third parties' telecommunications system;

6.5 Where a court does find the Company liable the entire liability of the Company under or in connection with the Contract shall not exceed £10,000.00.

7 Termination

7.1 Either party may terminate this agreement immediately by notice in writing if the other party:

7.1.1 commits a material breach of any of the Conditions (including without limitation late payment) and, if such breach is capable of remedy, fails to remedy the breach within 30 days of receiving notice from the terminating party specifying the breach and requiring the breach to be remedied;

7.1.2 enters into liquidation whether compulsorily or voluntarily (otherwise than for the purposes of a solvent amalgamation or reconstruction);

7.1.3 becomes insolvent;

7.1.4 ceases or threatens to cease to carry on business;

7.1.5 compounds or makes any voluntary arrangement with its creditors;

7.1.6 is the subject of a notice of appointment of an administrator, or a notice of intention to appoint an administrator or liquidator;

7.1.7 is unable to pay its debts as they fall due;

7.1.8 takes or suffers any similar action due to debt, or if the equivalent of any of the events described at clause 7.1.2 to 7.1.7 inclusive under the law of any jurisdiction occurs in relation to the other party.

7.2 The expiry or termination of this agreement for any reason shall not affect any rights and/or obligations:

7.2.1 accrued before the date of termination or expiry; or

7.2.2 expressed or intended to continue in force after and despite expiry or termination.

7.3 On termination of this agreement all outstanding payments to the Company shall become immediately payable.

8 Confidentiality Each party shall keep secret and confidential all Confidential Information of the other and shall not copy, use or disclose any such information to any third party, other than as may be necessary to comply with its obligations under this agreement.

9 Intellectual Property Rights

9.1 All intellectual property rights in reports and other deliverables created by the Company in the course of performing the Services shall belong to the Company and the Client shall not obtain any rights therein. The Company hereby grants the Client a licence to use the intellectual property rights in the deliverables to the extent necessary to make use of the deliverables as contemplated by the Order Form.

10 General

10.1 Time is not of the essence in relation to the performance of the obligations of the Company under this agreement.

10.2 Notices between the Client and the Company relating to this agreement shall be in writing.

10.3 These Terms and Conditions are the entire agreement between the Client and the Company for the sale of the goods or services listed overleaf and replace all previous agreements between them relating to the same subject matter.

10.4 The Client and the Company shall attempt to substitute for any invalid, illegal or unenforceable provision a valid, legal and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid, illegal or unenforceable provision.

10.5 All Terms & Conditions of this agreement which by their nature ought to survive termination will continue to be effective after this agreement has expired or been terminated.

10.6 The laws of England and Wales shall govern this agreement. The Client and the Company agree to submit to the exclusive jurisdiction of the courts of England and Wales.

10.7 The Company may change these Terms & Conditions at any time.

10.8 These Conditions shall apply to and be incorporated into the Contract and prevail over any inconsistent terms or conditions contained or referred to in any material supplied by the Client or implied by law, trade customs, practice or course of dealing. **These Conditions are subject only to any special conditions set out overleaf on the Sales Order Form**