

Terms & Conditions for the Sale of Goods

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➤ **Overriding Provisions**

All quotations are made and all order are accepted subject to these conditions. In the event of a conflict between these conditions and the terms of the Customer's order or acceptance (including printed terms and conditions) these conditions shall prevail.

➤ **1. Prices**

- 1.1 All prices are exclusive of all taxes, charges, levies or duties of any kind payable on the supply of the Goods and these are payable by the Customer in addition and at the rate current at the date of invoice by us.
- 1.2 Unless otherwise expressly agreed in writing in the quotation, order and acceptance, all prices are for delivery of goods Ex Works. The Customer agrees to pay any delivery charges.
- 1.3 The price of the Goods is based on the cost prevailing at the date of quotation. If the Customer wishes to proceed, the Customer must make a written offer within the validity period of the quotation.
- 1.4 The Customer agrees that the quotation fully specifies their requirements for the Goods.
- 1.5 Freedom reserve the right to adjust the price by such an amount as may be necessary to cover any increase affecting Freedom after the date of quotation, attributable to market conditions prevailing at the date of delivery to the Customer. Freedom shall give the Customer seven (7) days prior written notice of any such increase, which increase price shall apply in addition to or in lieu of (as the case may be) the Agreement price and shall be deemed to have been accepted unless Freedom are notified within the seven day period.. Without prejudice to the foregoing generality, market conditions shall include but shall not be limited to any direct or indirect increase in any foreign exchange rates relating to the Goods or in the cost of labour, materials, handling, manufacture, supply or transport or such costs as may be incurred by Freedom in complying with obligations imposed by law.
- 1.6 In addition, where more than one item is supplied the price may be based on the quantity specified in the quotation and accordingly Freedom reserve the right to adjust the price in the event of orders being placed by the Customer for a different quantity or in the event that the quantity actually delivered differs (for any reason) from that specified in the order.

➤ **2. Payment**

- 2.1 Freedom may invoice the Customer at any time after the goods are ordered, whether or not delivery or acceptance has taken place, and, unless otherwise agreed in writing by Freedom, payment is to be made in all cases in full without deduction or set off, within 14 days of the date of invoice.
- 2.2 If the Customer fails to take delivery of any item under any contract within twenty one (21) days of notification that it is ready for delivery, without giving notice and fair reasons for such failure, Freedom shall have the right to present the invoice for payment as if delivery had been made notwithstanding the Customer's liability for storage or demurrage charges.
- 2.3 Should the Customer fail to make any payment when due under any Contract Freedom shall have the right, by notice in writing, forthwith to suspend all further manufacture, deliveries, installation or warranty service until the default has been rectified.

➤ **3. Drawings, etc.**

- 3.1 The Goods will be supplied generally in accordance with the published Manufacturer specification for the same. Descriptions and illustrations contained in proposals, manufacturer's catalogues, and/or user handbooks are representative only and shall not form part of this Agreement.
- 3.2 All specifications, drawings and technical descriptions submitted with or in connection with any quotation or acknowledgement of Freedom are the copyright of Freedom and the relevant manufacturers and all rights are reserved. In particular, such items shall not be copied, reproduced or communicated to any third party without written consent.

➤ 4. Inspection and Testing

- 4.1 Inspection and testing of Goods is completed prior to delivery. Any additional testing required by the Customer is a chargeable activity.

➤ 5. Delivery and Installation

- 5.1 Whilst Freedom will endeavour to meet any dates or times specified or requested for delivery and/or installation of any Goods, all such dates and times shall be deemed to be estimates only and time is not of the essence. Freedom shall have no liability for delay or for any damages or losses sustained by the Customer as a result of such dates or times not being met.
- 5.2 If Freedom expressly agree in writing to be bound by a delivery date, Freedom's liability in respect of any loss or damage suffered by the Customer which is directly attributable to such part of late or non-delivery shall be limited to 5% of the value of the Goods not delivered.
- 5.3 Freedom shall inform the Customer when any part or all of the Goods are ready for delivery, and the Customer shall inform Freedom of the location for delivery if the delivery location does not appear or is different from the address stated on the order. If the Customer fails to give Freedom instructions for delivery within twenty-one (21) days of such notification that the Goods are ready for delivery, Freedom may without further reference arrange for storage of the Goods. Charges for the storage or demurrage shall be paid by the Customer.
- 5.4 Delivery shall normally be made between 0900 and 1700 hours Monday to Friday inclusive (excluding Public Holidays). If the Customer requires delivery to be made outside such times, an additional charge shall be payable. Freedom reserve the right to deliver in more than one delivery.

➤ 6. Damage, Shortage or Loss in Transit

- 6.1 We accept responsibility for damage, shortage or loss in transit if:
 - a) the Customer notifies Freedom and the carrier (if not delivered by Freedom) within three working days of receipt or proposed date of receipt of the Goods and (where applicable); or
 - b) the Goods have been handled by the Customer in accordance with Freedom's or the carrier's conditions of carriage or handling stipulations.
- 6.2 Where Freedom accepts responsibility under this Condition, Freedom shall, at its sole discretion either replace or repair (as the case may be) any such Goods or parts of Goods which are the same or substantially similar, in terms of specification.

➤ 7. Title to Goods

- 7.1 In no case shall title in any Goods pass from Freedom to the Customer before delivery.
- 7.2 Notwithstanding delivery, installation and acceptance title to the Goods shall not pass to the Customer but shall be retained by Freedom:
 - a) until full payment for the Goods has been received; or
 - b) in the event of any breach by the Customer of this Agreement
- 7.3 Until such time as title in the Goods has passed to the Customer, Freedom:
 - a) shall have absolute authority to retake, sell or otherwise deal with or dispose of any or part of the Goods in which title remains vested;
 - b) for the purpose specified above, Freedom or any of its agents or authorised representatives shall be entitled at any time and without notice to enter upon any premises in which the Goods or any part thereof is installed, stored or kept, or is reasonably believed so to be; and,
 - c) shall be entitled to seek a Court injunction to prevent the Customer from selling, transferring or otherwise disposing of the Goods.
- 7.4 Until such time as title in the Goods has passed to the Customer, the Customer shall add a note to its audited accounts, for each year, that Goods supplied by Freedom are subject to a retention of title.

➤ 8. Passing of Risk

- 8.1 Risk in the Goods shall pass to the Customer upon delivery or, if the Customer fails to take delivery, at the time when delivery was tendered.

➤ 9. Warranty

- 9.1 The Goods will be supplied generally in accordance with the published Manufacturer specification for the same.
- 9.2 Any Goods which are found to the satisfaction of Freedom to be defective, within 10 working days of the date of original delivery and installation, as a result of faulty design, manufacture or workmanship and/or to materially depart from specification in accordance with Condition 9.1 will at the sole discretion of Freedom either be replaced with goods and or parts of goods which are the same or substantially similar, in terms of specification, or repaired free of charge provided that:
 - a) Any claim by the Customer under this warranty shall be sent in writing to Freedom, within 5 working days, specifying the type of Goods and the nature of the defect. Upon receipt of such written notice, Freedom or its agent or representative shall have the option of testing or inspecting the Goods at its location or of having the Goods returned to an alternative location stipulated by Freedom;
 - b) The goods have not been misused, overloaded, mishandled, amended, modified or repaired in any way by the Customer or its agents or sub-contractors, or used for any purpose other than that for which they were designed;
 - c) if the goods have been installed and/or commissioned by someone other than Freedom, its agents or sub-contractors and the defects are not as a result of faulty installation and/or commissioning;
 - d) the defect is not due to fair wear or tear, wilful damage, negligence, abnormal working conditions or failure to follow instructions given by Freedom or the Manufacturer; and
 - e) The goods have been paid for in full.
- 9.3 In the event of any claim presented under this warranty being found on investigation by Freedom either to be outside the scope or duration of this warranty or the fault being unconfirmed, then the costs of such investigation and repair shall be borne by the Customer.
- 9.4 Freedom shall not be liable at any time for damage or defects in the Goods or parts caused by improper use, abuse, mismanagement or by using the Goods outside the specifications detailed in the manuals and documentation relating to the Goods or outside the specific application of the Goods.
- 9.5 This warranty shall not be assigned without the prior written consent of Freedom (which consent will not be unreasonably withheld)
- 9.6 Except as specifically set out in this clause 9, Freedom disclaims and excludes all other warranties whether expressed or implied by statute or otherwise, including but not limited to the warranties of description, design, satisfactory quality and fitness for a particular purpose.

➤ 10. Law and Jurisdiction

- 10.1 This Agreement is governed by and construed and interpreted in accordance with English Law and Freedom and the Customer hereby submit to the exclusive Jurisdiction of the English Courts.

➤ **Document Control**

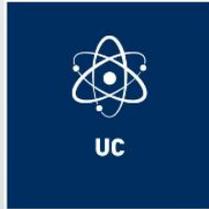
Amendment History

Version	Date	Author	Amendment
1.0	May 2015	Kevin Kemp	Published
1.1	July 2015	Ai McGregor	Branding update

Freedom

End-to-End Unified Communications

For over 26 years, our comprehensive portfolio has supported over 6,000 customer locations, providing one point of presence for all communications needs.



Unified Communications -

the optimisation, integration and management of all communications and supporting infrastructure.



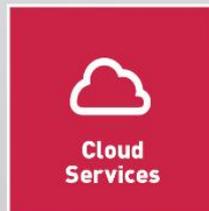
Skype for Business

Skype for Business - enterprise grade telephony, presence, instant messaging, audio and video calling, online meetings, and easy sharing and collaboration.



Data Networking

Data Networking - the foundation of communications infrastructure, optimised to support modern working practices such as Voice and Video.



Cloud Services

Cloud Services - migrating you seamlessly to 24 x 7 reliability and scalability, ensuring you're always up to date with managed Cloud communications.



Network Services

Network Services - providing structural connectivity for business communications, from traditional lines and minutes, through to innovative SIP and internet connectivity.



Active Support -

Freedom's ongoing commitment to manage your leading edge business communications, providing world class service and support.

Freedom Partnerships

To complete the unified solution, we work with specialist partners, including;

Microsoft



Gamma

Alcatel-Lucent



aruba
NETWORKS