



M12 Solutions Ltd Terms and Conditions of Sale

Definitions

“Agreement” – The agreement for the sale and purchase of the equipment as set out in this document (including these matters and the matters set out in the schedule of equipment and services detailed overleaf. “Purchase Price” the price of the equipment or services, totalled within the schedule of equipment or services. “Site address”- The address for delivery and installation of the equipment, specified in the appropriate box. M12 Solutions means M12 Solutions Ltd company registration number 3401975 of The Belfry, Solent Business Park, Fareham, Hampshire, PO15 7FJ.

1. Payment

M12 Solutions agree to sell the Equipment and provide the services to the customer and the customer agrees to purchase the equipment and services for the purchase price subject to and in accordance with the conditions of this agreement. The advance payment shown on the order form shall be paid on the customers’ signature of the agreement. M12 Solutions normally require 50% of the order value upon placement of the order. 40% upon commencement of the installation with balance of the payment becoming due on commissioning the new equipment. If the customer fails to pay the balance of the purchase price on installation of the equipment, then without affecting any other remedy open to M12 Solutions. M12 Solutions shall be entitled to a) to charge the customer interest on the amount unpaid at the rate of 1% per month or part month; or b) to treat the agreement as repudiated; or c) to appropriate the deposit to any other contract between the customer and M12 Solutions.

2. Title

- a) M12 Solutions shall retain title of equipment until payment has been received in full for the products and services of this agreement and any variations to this order.
- b) If the customer fails to make the final 10% payment to M12 then, M12 shall be entitled to re-possess equipment to the trade value of the outstanding balance plus costs.
- c) The customer shall not be entitled to re-sell, transfer, lease, charge or otherwise commercially dispose of the equipment; iii) The customer shall without prejudice to the forgoing, account to M12 for the proceeds of sale or otherwise of the equipment, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the customer third parties and, in the case of tangible proceeds, properly stored, protected and insured.

3. Risk

The risk of damage to or loss of the equipment shall pass to and be borne by the customer at the time of delivery, irrespective of whether or not title to the equipment shall have passed to the customer.

4. Delivery

- a) As provided by condition 6 beneath, M12 Solutions will arrange for delivery of the equipment to the site address for the agreed date but shall not be responsible for any delays outside its direct control.
- b) Every effort will be made to keep the delivery date for the equipment given by M12 Solutions but no liability shall arise in the case of failure to do so unless an express guarantee in writing has been provided by a senior manager of M12 Solutions to affect the delivery for a specific date.
- c) Any claim by the customer relating to the equipment or any part of the equipment being lost or damaged in transit or not delivered, must be made by the customer to M12 Solutions or the carrier (if appropriate) in writing within 7 days of delivery or the due date for delivery.

5. Installation

- a) The customer at its own expense provide and be responsible for all proper accommodation and facilities including proper environmental conditions as recommended by M12 Solutions for operation of the equipment. M12 Solutions will arrange on the customer's behalf and upon the customer's request the relevant network providers for the provisioning of exchange lines. M12 Solutions shall not be responsible for any delay in this service. The customer shall provide at its own expense any building operation necessary for cable ducts, cable holes or chases.
- b) Unless otherwise agreed by the parties the agreement includes installation by M12 Solutions or its appointed qualified contractors.
- c) The timetable for the installation, and the detailed scope of works shall be agreed at the first project meeting. If variations to the agreement or additional professional services are anticipated at this time, then the M12 Solutions account manager will quote for this work at the prevailing rates.
- d) If the customer subsequently disputes the scope of works, requirement of additional professional services or the price of works quoted, then M12 Solutions reserves the right to proceed with the installation with the anticipated levels of professional services at the contracted costs notwithstanding point 6 beneath.
- e) The installation will be considered complete once the acceptance criteria have been signed off. If minor elements remain outstanding, then such snags should not be used to withhold any final payments. By agreement with M12 Solutions an amount may be set against the outstanding snags.

6. Cancellation

- a) This agreement may not be cancelled by the customer except with the consent of M12 Solutions in writing and on terms that will indemnify M12 Solutions in full against all loss (including loss of profit), costs, damaged, charges and expenses incurred by M12 Solutions as a result of cancellations.
- b) If a site survey is carried out with the contract in place and the proposed solution is not technically possible within the scope and price of this contract then the customer can cancel without penalty however the returned deposit will have an amount deducted to the value of cost price of the survey plus associated expenses.

7. Leasing.

- a) In the event of the customer entering into a financial arrangement with a third party whereby it is intended that the title shall pass to the third party, the customer shall notwithstanding any agreement to the contrary, remain liable under the provisions of this agreement in consideration of M12 Solutions agreeing to supply the equipment to the third party who shall discharge the full purchase price to M12 Solutions.
- b) Upon the lease being activated and M12 Solutions receiving payment in full, any monies paid to M12 Solutions shall be reimbursed to the customer.
- c) If for any reason the customer's intention to lease the equipment is frustrated, all the provisions of this agreement shall remain in full force between M12 Solutions and the customer.

8. Warranty.

M12 Solutions warrants only that at the time of delivery the equipment shall be of satisfactory quality and reasonably fit for the purpose for which it is commonly used and notwithstanding that it may not perform to the satisfaction of the customer in any particular use to which it is put. In particular, but without prejudice to the generality and the foregoing. M12 Solutions shall not be liable for any malfunction or failure of performance of the equipment, or software which is attributable to adverse local conditions or to the addition of accessories which do not conform to the original technical specification supplied by M12 Solutions or the manufacturer of the

equipment or software. Notwithstanding the above, nothing in this agreement shall affect the customer's statutory rights.

9. Force Majeure.

M12 Solutions has no obligation to provide the Equipment and Services, and no liability arising from non-provision, if we are delayed, hindered or prevented by any circumstances beyond our reasonable control.

10. Liabilities.

Except in respect of death or personal injury caused by M12 Solutions negligence. M12 Solutions shall not be held liable for any claim, whether arising in contract tort (including negligence) or otherwise for consequential, economic, special or other indirect loss.

b) The customer shall indemnify M12 Solutions in respect of any loss, damage, claim, demand or liability suffered or any costs incurred by M12 Solutions as a result of any negligent actor omission of the customer occasioned by or arising from the customer's operation or use of the equipment.

11. General.

a) This agreement shall be governed by the laws of England. It may only be modified or otherwise amended by written agreement by the parties.

b) The customer accepts that the terms and conditions of this agreement shall take precedence over any purchase order containing the customer's own terms and conditions of purchase and notwithstanding that anything to the contrary may be contained in any documentation supplied by the customer to M12 Solutions.

c) If any provision of this agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this agreement and the remainder of the provision in question shall not be affected as a result.

d) Signature against these terms and conditions by the customer shall remain in force for all subsequent purchases by the customer with M12 Solutions unless they are later modified or replaced by the agreement of both parties.

e) These terms and conditions of sale shall stand apart from M12 Solutions separate terms and conditions of the provision of Network Services and terms and conditions of Maintenance Services.

f) No waiver by M12 Solutions of any breach of this agreement by the customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

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