

TERMS AND CONDITIONS OF SALE

1. INTERPRETATION

In these Terms and Conditions the following expressions will have the following meanings unless inconsistent with the context:

the person(s), firm or company whose order for the Goods is accepted by 1st Callcom Ltd

“**Contract**” any contract between 1st Callcom Ltd and the Buyer for the sale and purchase of the Goods formed in accordance with Condition 2

“**Goods**” any Goods which 1st Callcom Ltd supplies to the Buyer (including any of them or any part of them) under a Contract

“**Services**” any installation Services which 1st Callcom Ltd provides to the Buyer (including any of them or any part of them) under a Contract

“**Terms and Conditions**” the standard terms and conditions of sale set out in this document together with any special terms agreed in writing between the Buyer and 1st Callcom Ltd and attached to these terms and conditions

“**1st Callcom Ltd**” 1st Callcom Ltd of Strowger House, Ravenshorn Way, Sheffield.S21 3WY

2. FORMATION AND INCORPORATION

2.1 The Contract will always be upon these Terms and Conditions, to the exclusion of all other terms and conditions and all previous oral or written representations including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order or similar document, whether or not such document is referred to in the Contract.

2.2 Each order or acceptance of a quotation for Goods or installation services will be deemed to be an offer by the Buyer to purchase Goods or installation services upon these Terms and Conditions. The Contract is formed when the order is accepted by 1st Callcom Ltd. No contract will come into existence until the acceptance either orally, by email or in writing of an order by 1st Callcom Ltd.

2.3 Any quotation is valid for a period of 30 days only from its date, provided 1st Callcom Ltd has not previously withdrawn it.

2.4 1st Callcom Ltd may cancel the Contract at any time prior to delivery or performance.

3. DESCRIPTION

3.1 The quantity and description of the Goods and/or installation Services will be as set out in the order form/specification. All samples, drawings, descriptive matter, specifications and advertising issued by 1st Callcom and any descriptions or illustrations contained in 1st Callcom Ltd's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods or installation Services represented by or described in them. They will not form part of the Contract and this is not a sale by sample.

3.2 Any installation quoted for assumes Monday to Friday, 9am to 5pm, working. Any other times may incur overtime rates. If we are unable to work all day and are forced to leave site early, extra labour costs may be charged.

3.3 Extra charges may be incurred where we encounter unexpected situation that cause delay i.e. discovery of asbestos, unsafe working environments, waiting for other trades, health and safety issues or if your requirements have changed.

4. PRICE AND PAYMENT

4.1 The price for the Goods and/or Services will be the price set out in 1st Callcom Ltd's order form current at the date of acceptance of order and is exclusive of any costs of packaging and carriage, VAT and any other applicable sales tax or duty.

4.2 All outstanding payments that make up part of this order will become payable on the day of installation or delivery.

4.3 All payments to be made by the Buyer under the Contract will be made in full without any set-off, restriction or condition and without any deduction for or on account of any counterclaim.

4.4 1st Callcom Ltd may at any time suspend the provision of the Goods or the Services if the Buyer is late in making any payment due to 1st Callcom Ltd.

4.5 If any sum payable under the Contract is not paid when due then, without prejudice to 1st Callcom Ltd's other rights under the Contract, that sum will bear interest from the due date until payment is made in full, both before and after any judgment, at 2% per annum over Barclays Bank plc base rate from time to time and 1st Callcom Ltd will be entitled to suspend deliveries of the Goods or performance of the Services until the outstanding amount has been received.

4.6 The due day for payment for the installation of a telephone system is in all cases strictly on the day of installation of the goods, not the perceived “end” of any period of training, or the due date of any network service provision.

5. DELIVERY

5.1 The Goods shall be delivered to the Buyer's premises. The installation Services will be performed at the location agreed between the Buyer and 1st Callcom Ltd and as specified on the order form or at such location as otherwise agreed in writing between 1st Callcom and the Buyer.

5.2 Delivery of the Goods will be accepted at any time of day. If the Buyer fails to take delivery, the Goods will be deemed to have been delivered and 1st Callcom Ltd, without prejudice to its other rights, may at its option store or arrange for storage of the Goods until actual delivery and charge the Buyer for all related costs and expenses (including, without limitation, storage and insurance).

5.3 1st Callcom Ltd will use reasonable endeavors to deliver or perform each of the Buyer's orders for the Goods and/or Services within the time agreed when the Buyer places an order and, if no time is agreed, then within a reasonable time, but the time of delivery or performance will not be of the essence. Any delay in delivery or performance will not entitle the Buyer to cancel the Contract unless and until the Buyer has given 30 days' written notice to 1st Callcom Ltd requiring the delivery or performance to be made and 1st Callcom Ltd has not fulfilled the delivery or performance within that period.

5.3.2 By signing the Order, the buyer accepts and understands that the supply of goods and equipment is undertaken in isolation and total separation from any other order or contract to supply telecommunications network services or broadband. These services, whilst arranged via 1st Callcom Ltd are provided by a 3rd party supplier, and therefore 1st Callcom Ltd has no ultimate control over the installation processes or timescales of these services. 1st Callcom Ltd therefore will have no liability to the Buyer in respect of any delay or failure of 1st Callcom Ltd or other companies/network providers and can accept no responsibility for missed dates, inability to comply with the Buyers timescales or any acts or omissions of any third party of any kind. Unless clearly stated, all line/network/broadband costs are not included in this quotation and in every case, non – performance or availability of any network services, whether related to a clients order or not does not constitute grounds for nonpayment for goods and installation services.

6. RISK/TITLE

6.1 All Goods will remain the property of 1st Callcom Ltd until the price of such Goods has been paid in full (in cash or cleared funds).

6.2 Risk in the Goods will pass to the Buyer from the date of delivery,

7. FORCE MAJEURE

1st Callcom Ltd will not be liable to the Buyer for any failure or delay or for the consequences of any failure or delay in performance of the Contract, if it is due to any event beyond the reasonable control and contemplation of 1st Callcom Ltd including, without limitation, acts of God, war, industrial disputes, protests, fire, tempest, explosion, an act of terrorism and national emergencies and 1st Callcom Ltd will be entitled to a reasonable extension of time for performing such obligations.