

## **STANDARD TERMS AND CONDITIONS FOR SUPPLY OF GOODS AND SERVICES**

**OF**

**SYNCRATEL LIMITED of 9 Greenwich High Road, London SE10 8JL. Registered company number 9997870.**

**Trading as HONEYCOMMS.**

### **1 DEFINITIONS**

In this document the following words shall have the following meanings:

1.1 "Agreement" means these Terms and Conditions together with the terms of any applicable Specification;

1.2 "Customer" means the organisation or person who purchases goods and services from the Supplier;

1.3 "Specification " means a statement of work, estimate, quotation or other similar document describing the goods and services to be provided by the Supplier;

1.5 "Supplier" means Syncratel Limited.

### **2 GENERAL**

2.1 These Terms and Conditions shall apply to all contracts for the supply of goods and services by the Supplier to the Customer.

2.2 Before the commencement of the services the Supplier shall submit to the Customer a Specification which shall specify the goods and services to be supplied and the price payable. The Customer shall notify the Supplier immediately if the Customer does not agree with the contents of the Specification. All Specifications shall be subject to these Terms and Conditions.

### **3 PRICE AND PAYMENT**

3.1 The price for the supply of goods and services is set out in the Specification. Unless otherwise agreed 100% of the price is payable before the commencement of services or the supply of goods, and the balance upon completion.

3.2 Invoiced amounts shall be due and payable within 30 days of receipt of invoice.

3.3 The Supplier shall be entitled to charge interest on overdue Invoices from the date when payment becomes due from day to day until the date of payment at a rate of 8% per annum above the base rate of the Bank of England. In the event that the Customer's procedures require that an invoice be submitted against a purchase order to payment, the Customer shall be responsible for issuing such purchase order before the goods and services are supplied.

#### **4 SPECIFICATION OF THE GOODS**

All goods shall be required only to conform to the specification in the Specification. For the avoidance of doubt no description, specification or illustration contained in any product pamphlet or other sales or marketing literature of the Supplier and no representation written or oral, correspondence or statement shall form part of the contract.

#### **5 DELIVERY & INSTALLATION**

5.1 The date of delivery/installation specified by the Supplier is an estimate only. Time for delivery/installation shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the goods.

5.2 All risk in the goods shall pass to the Customer upon delivery/installation.

#### **6 TITLE**

Title in the Goods shall not pass to the Customer until the Supplier has been paid in all amounts outstanding in full.

#### **7 CUSTOMER'S OBLIGATIONS**

7.1 To enable the Supplier to perform its obligations under this Agreement the Customer shall:

7.1.1 co-operate with the Supplier;

7.1.2 provide the Supplier with any information reasonably required by the Supplier;

7.1.3 obtain all necessary permissions and consents which may be required before the commencement of the services; and

7.1.4 comply with such other requirements as may be set out In the Specification or otherwise agreed between the parties.

7.2 The Customer shall be liable to compensate the Supplier for any expenses incurred by the Supplier as a result of the Customer's failure to comply with Clause 7.1.

7.3 Without prejudice to any other rights to which the Supplier may be entitled, in the event that the Customer unlawfully terminates or cancels the goods and services agreed to in the Specification, the Customer shall be required to pay to the Supplier as agreed damages and not as a penalty the full amount of any third party costs to which the Supplier has committed and in respect of cancellations on less than five working days' written notice the full amount of the goods and services contracted for as set out in the Specification and the Customer agrees this is a genuine pre-estimate of the Supplier's losses in such a case. For the avoidance of doubt, the Customer's failure to comply with any obligations under Clause 7.1 shall be deemed to be a cancellation of the goods and services and subject to the payment of the damages set out in this Clause.

7.4 In the event that the Customer or any third party, not being a sub-contractor of the Supplier, shall omit or commit anything which prevents or delays the Supplier from undertaking or complying with any of its obligations under this Agreement, then the Supplier shall notify the Customer as soon as possible and:

7.4.1 the Supplier shall have no liability in respect of any delay to the completion of any project;

7.4.2 if applicable, the timetable for the project will be modified accordingly;

7.4.3 the Supplier shall notify the Customer at the same time if it intends to make any claim for additional costs.

## **8. ALTERATIONS TO THE SPECIFICATION DOCUMENT**

The parties may at any time mutually agree upon and execute a new Specification. Any alterations in the scope of goods and/or services to be provided under this Agreement shall be set out in the new Specification, which shall reflect the changed goods and/or services and price and any other terms agreed between the parties.

## **9 WARRANTY**

9.1 The Supplier warrants that the goods, and all their component parts, where applicable are of satisfactory quality.

9.2 The Supplier warrants that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

9.3 except as expressly stated In this Agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded (so far as allowed by law) in relation to the goods and services to be provided by the Supplier.

## **10 INDEMNIFICATION**

The Customer shall indemnify the Supplier against all claims, costs and expenses which the Supplier may incur and which arise, directly or indirectly, from the Customer's breach of any of Its obligations under this Agreement.

## **11. LIMITATION OF LIABILITY**

11.1 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the Supplier to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the price paid by the Customer to which the claim relates.

11.2 In no event shall the Supplier be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Customer incurring such a loss.

11.3 Nothing in these Terms and Conditions shall exclude or limit the Supplier's liability for death or personal injury resulting from the Supplier's negligence or that of Its employees, agents or sub-contractors.

## **12 TERMINATION**

Either party may terminate this Agreement forthwith by notice in writing to the other if:

12.1 the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;

12.2 the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;

12.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;

12.4 the other party ceases to carry on its business or substantially the whole of its business; or

12.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

## **13 INTELLECTUAL PROPERTY RIGHTS**

All intellectual property rights in any drawings or other documents produced by the Supplier as part of the services to be supplied shall, so far as not already vested, be the absolute property of the Supplier unless and until all amounts due from the Customer to the Supplier have been paid.

## **14 INDEPENDENT CONTRACTORS**

The Supplier and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Supplier may, In addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Customer and such engagement shall not relieve the Supplier of its obligations under this Agreement or any applicable Specification.

## **15 ASSIGNMENT**

The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Supplier.

## **16 SEVERABILITY**

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

## **17 WAIVER**

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

## **18 NOTICES**

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Specification or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

## **19 ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

## **20 NO THIRD PARTIES**

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

## **21 GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.