

HARDWARE AGREEMENT

This Agreement (the "Agreement") sets out the terms on which the Company has agreed to provide Hardware to the Customer.

It is agreed as follows:

1. DEFINITIONS

- 1.1. Carrier: means the third party delivering the Goods.
- 1.2. Company: means One Source Communications Limited, (company registration number 07062362) whose registered office is at 16 Commerce Road, Lynch Wood, Peterborough. PE2 6LR.
- 1.3. Customer: means the Customer details detailed on the Order Confirmation.
- 1.4. Goods: means the hardware to be purchased as detailed on the Order Confirmation.
- 1.5. Order Confirmation: means the Goods requested including the price and any specific instructions for connection or installation.

2. DISCRIPTION OF GOODS

- 2.1. The Customer accepts that all drawings, designs, descriptive matter, samples, weights, dimensions, specification, capacities, brochures, catalogue price, and advertising matter are published or issued for the sole purpose of giving an approximate idea of the Goods described and no information contained in any of these documents shall form part of the contractual description of the Goods. Should the originally agreed Goods not be available, alternatives will be discussed and agreed by both parties prior to any substitutions being supplied.

3. PAYMENT

- 3.1. All Goods are sold on a strictly prepaid basis. For the avoidance of doubt, no Order Confirmation will be accepted until full payment is received by the Company.
- 3.2. All prices are quoted exclusive of Value Added Tax which will be charged at the relevant rate as required.

4. DELIVERY

- 4.1. Delivery will take place at the Customer's premise as detailed on the Order Confirmation.
- 4.2. Quoted delivery dates are intended as a guide and the Company gives no undertaking that they are exact dates.
- 4.3. It is the express responsibility of the Customer to inspect all Goods immediately upon delivery. The Company shall not be liable in respect of any damage in transit or non-delivery of Goods howsoever caused (including negligence) unless notice in writing is given to the Carrier at the time of delivery and to the Company on the day of delivery.
- 4.4. It is the express responsibility of the Customer to inform the Company of any damage or defect in the Goods that wasn't apparent at the point of delivery within 24 (twenty four) of identifying the damage or defect.
- 4.5. The Customer will be responsibility for any charges incurred if the Carrier is unable to deliver the goods at the pre agreed time.

5. DAMAGE OR DEFECTS

- 5.1. The Company shall, at its own cost and expense, repair and/or replace at its discretion, the whole or any part of the Good's which are defective in consequence of defects in materials or in the workmanship but subject to the following conditions:
 - 5.1.1. In respect of any alleged damage or defect which would be apparent to the Customer at the point of delivery and was notified to the Carrier at the point of delivery and to the Company on the day of delivery in accordance with Clause 4.3 above.
 - 5.1.2. In respect of any alleged damage or defect which is notified to the Company in accordance with Clause 4.4 above.
- 5.2. The Company must be given a reasonable opportunity by the Customer, following notice of the complaint, of examining the Goods to verify the existence and nature of the damage or defect.
- 5.3. Goods can only be returned within fourteen days of delivery. Returned Goods must be returned in their original packaging and in a clean, resalable condition (subject only to any defects notified under Clause 4). The Company reserves the right to charge a fifteen percent surcharge if this criteria isn't met.
- 5.4. The Company shall not be liable for any defects in the Goods arising from or in consequence of the manner of which they are assembled, erected or maintained or from any alteration, adaptation or repair of the Goods carried out otherwise than by the Company or from the manner in or conditions under which the Goods are stored.
- 5.5. The Company's full liability is limited to repair and replacement of the Goods.
- 5.6. All such rights, as may be conferred to the Customer under the terms expressed here, are subject to the Customer using the Goods fully in accordance with the manufacturer's own conditions of use. In the event of the manufacturers seals or other marks of delineation are broken or the Goods have been misused by the Customer, then the warranties hereby conferred on the Customer are deemed to be null and void.

6. CANCELLATION

- 6.1. As the order is processed once accepted, the Customer can only cancel an order (or part order) which the Company has already accepted, with the Company's prior agreement in writing.

7. MISCELLANEOUS

- 7.1. Headings in the Agreement shall not affect interpretation.
- 7.2. A delay to enforcing rights under the Agreement shall not be a waiver as any waiver must be expressly granted in writing.
- 7.3. The unenforceability or invalidity of any part of this Agreement shall not affect the enforceability or validity of the remainder of it.
- 7.4. The termination or expiry of the Agreement shall be without prejudice to the rights of either party, which have accrued prior to termination or expiry. Clauses that are expressed to survive or which are by implication intended to survive termination or expiry of the Agreement shall so survive.
- 7.5. The Agreement contains the entire agreement and supersedes all other agreements and undertakings between the parties with respect to its subject matter. Any terms proposed by the Customer that are not written in these Terms and Conditions shall be of no effect. The Customer acknowledges that, in entering into this Agreement, it does not do so on the basis of, and not rely on, any representation, warranty or other provision except as expressly written in the Agreement, and that its only remedy can be for breach of contract.
- 7.6. Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent for employer and employee between the parties.
- 7.7. There are no third party beneficiaries to this Agreement and a person who is not a Party to it shall not have any right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 7.8. English law shall govern the validity, construction and performance of the Agreement and the parties submit to the exclusive jurisdiction of the English Courts.
- 7.9. The Customer may not assign or transfer this Agreement or any rights hereunder without the prior written consent of the Company.
- 7.10. The Company may assign or transfer this Agreement or any rights hereunder to an Associated Company or any other person.
- 7.11. Neither party shall be liable for any breach of its obligations including any delay or failure in performance of any part of the Agreement to the extent that such a breach is caused by flood, fire, explosion, accident, war, strike, embargo, government requirement, civil or military authority, act of terrorism, act of God, inability to secure materials, industrial dispute or any other causes beyond the party's reasonable control and not insurable on reasonable terms and at reasonable rates, including in particular, acts of omission of other providers of telecommunication services.

Agreed and accepted for on behalf of:

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ONE SOURCE COMMUNICATIONS LIMITED

[insert company name]

Signed:

Signed:

Name:

Name: