

TERMS AND CONDITIONS OF SALE

1. General

- 1.1 These Terms and Conditions ("the Terms") apply to and are incorporated in each and every quotation issued by and each and every acceptance and order acknowledgment issued by and each and every order accepted by and each and every Contract entered into by:
 - (1) Cable Services Holdings Ltd and
 - (2) Any Subsidiary Company of Cable Services Holdings Ltd (as defined by the Companies Act 1985 Section 736) and
 - (3) Any Associated Company of Cable Services Holdings Ltd and of any Subsidiary Company of Cable Services Holdings Ltd (as defined by the Companies Act 1985 Section 736)(and each such Company is hereinafter referred to as "the Company") for the supply of goods and/or materials (hereinafter referred to individually and collectively as "Goods") and/or services (which with the Goods are hereinafter referred to individually and collectively as "the Products") by the Company.
- 1.2 In entering into the Contract, the Customer has not relied on any representations whether express or implied made by or on behalf of the Company, other than the Terms, unless set out in writing and signed by a person duly authorised by the Company.
- 1.3 There shall be no variation or addition or alteration or modification or waiver of all or any of the Terms unless set out in writing and signed by a person duly authorised by the Company.
- 1.4 Any drawings and other technical data produced by the Company in respect of the Contract and all intellectual property rights therein shall be and remain the property of the Company.
- 1.5 The Company has no responsibility and/or liability in respect of any design issued to the Company by or on behalf of the Customer or any third party.
- 1.6 The Customer shall satisfy itself as to whether the Products are satisfactory for the purpose intended or selected by the Customer.

2. Quotations

- 2.1 The issue by the Company of any quotation constitutes an invitation to treat and the Company's receipt of an order from the Customer in respect thereof does not create a contract. Any acceptance from the Customer in respect of a quotation issued by the Company constitutes an order to the Company and "order" includes any such acceptance.
- 2.2 All quotations issued by the Company and all acceptances by the Company of orders from the Customer are conditional on the Company being satisfied as to the Customer's credit worthiness and if following a credit check the Company is not satisfied as to the Customer's credit worthiness, the Company may withdraw any quotation before or after the Customer issues the Company with an acceptance and/or order in respect thereof and may rescind any contract and in that event the Company shall repay any monies received from the Customer but otherwise shall have no liability towards the Customer in respect thereof or arising therefrom.
- 2.3 The Customer shall complete the Company's credit account application documentation (if any) and shall otherwise assist the Company in conducting a credit check in respect of the Customer.
- 2.4 Any quotation issued by the Company is valid for 30 days, unless otherwise specifically agreed in writing, commencing the date of issue of the quotation provided always that the Company reserves the right at any time prior to issuing any written acceptance or acknowledgement of order to amend any error or omission in or modify or withdraw the quotation.
- 2.5 Any order in respect of a quotation must be in writing. Any unwritten (purported) order in respect of a quotation shall be of no effect.
- 2.6 Any quotation issued by the Company is based on the details given to the Company by or on behalf of the Customer and the Company relies on such representations and all such representations form the basis of any resultant Contract.

3. Orders

- 3.1 Any terms and conditions of order or purported order issued by the Customer to the Company setting out the Customer's terms and conditions of order and/or terms and conditions of acceptance or purported acceptance of any quotation issued by the Company to the Customer, are not accepted by the Company and are not incorporated in the Contract for the supply of the Products by the Company and are and shall be of no effect and are and shall be excluded and do not and shall not in any way bind the Company.
- 3.2 In placing an order with the Company, the Customer warrants that the Customer has provided the Company with full, complete, and accurate details of the Customer's requirements in respect of the Products; and any subsequent variation or modification thereof shall constitute "extras" and shall result in a review of the Contract Price, and the Customer shall pay any consequential increase in the Contract Price.

4. Lists

- 4.1 All lists published by the Company are liable to alteration, both as to the specification of the listed Goods and/or the listed prices in respect thereof, at any time.
- 4.2 Any listed Goods and/or any listed prices specified in any quotation issued by the Company are not binding on the Company unless the Customer issues the Company with a written order in respect thereof and the Company issues the Customer with a written acceptance or order acknowledgment.
- 4.3 The Company has the right to make a minimum charge.

5. Delivery

- 5.1 The Company will endeavour to comply with any date (whether original or extended) given by the Company for despatch and/or delivery and/or supply of the Products but any such date is given and intended as an estimate only and time shall not be of the essence of the Contract in this regard and the Company shall not be liable for any loss or damage whether direct or indirect and whether consequential or otherwise arising from any delay in despatch and/or delivery and/or supply and/or installation.
- 5.2 Any date or time given for despatch of the Goods is based on the premise that the Customer has provided the Company with all necessary information to enable the Company to perform the contract work.
- 5.3 Any date(s) or period(s) given by the Company for the supply of the Products shall be extended in the case of any agreed variations to the Contract and in the event of any delay by the Customer in issuing or failing to issue instructions and any cause whatever beyond the Company's reasonable control, including but not limited to war, hostilities (whether declared or not), riot, civil commotion, strikes, lockouts, labour disputes, epidemics, fire, accidents, breakdown, defective materials, lack of supplies of raw materials or components or services, and non-delivery or late delivery by the Company's suppliers, the Company shall be at liberty to determine the Contract or part thereof by giving written notice to the Customer (which shall be without prejudice to any other rights or remedies of the Company).
- 5.4 Delivery of Goods shall be effected:
 - (i) if the Customer whether by itself, its servants, agents or independent contractors collects the Goods from the Company's premises, upon collection taking place.
 - (ii) otherwise, immediately the Goods arrive at the premises of the Customer or other the premises agreed between the parties or other the premises nominated by the Customer.
- 5.5 The Goods shall be at the Customer's risk immediately upon the Goods being collected by the Customer at the Company's premises and otherwise immediately upon the Goods leaving the Company's premises.
- 5.6 If:
 - (i) the Customer fails and/or refuses to take and/or accept delivery of Goods for any reason whatsoever or
 - (ii) Goods are returned to the Company for any reason whatsoever or
 - (iii) the Customer wrongly releases Goods to a third party the Customer shall pay the Company the costs of and incidental to the delivery and removal and recovery of such Goods and this shall be in addition to and without prejudice to any other right or remedy of the Company.

6. Contract price

All prices are exclusive of Value Added Tax and comparable and similar taxes (whether chargeable by the tax authorities of the United Kingdom and/or elsewhere) ("VAT"), and VAT shall be paid thereon.

7. Packing and carriage charges

Unless otherwise stated in writing by the Company, packing and carriage charges are additional to the Contract Price and will be charged to and shall be paid by the Customer at cost.

8. Payment

- 8.1 Payment of any invoice issued by the Company is due at end of month following the month of delivery, unless specifically agreed in writing with the Company.
- 8.2 If any payment is not made as and when it becomes due, the Customer shall pay interest at the rate of 8% per annum above Barclays Bank PLC base rate from time to time on the outstanding sum due both before and after judgment from the date of the Company's invoice.
- 8.3 Unless otherwise stated in writing by the Company, payment shall be made in sterling.

9. Retention of Title

- 9.1 The property in the Goods remains vested in the Company and shall not pass to the Customer until the Customer shall have made payment in full of all sums due to the Company under all and any contracts between the Company and the Customer.
- 9.2 Sub clause 9.1 shall not be affected by any alteration or addition to the Goods.
- 9.3 Until the property in the Goods shall have passed to the Customer the Company shall be at liberty at any time to retake possession thereof and the Customer grants the Company by itself its servants or agents and all other persons authorised by it the right to enter upon the Customer's premises (and all other premises in respect of which the Customer may give permission) where the Goods are situated for the purpose of enabling the Company to retake possession of the Goods.
- 9.4 The Customer shall not sell or otherwise dispose of or mix with other goods or otherwise lose the identity of the Goods prior to payment being made pursuant to sub clause 9.1. If in breach of this condition the Customer shall sell or purport to sell or otherwise dispose of the Goods the Customer shall hold the proceeds of any such sale or purported sale or disposition on trust for the Company. This shall be without prejudice to any other rights and remedies vested in the Company as a result of such breach.
- 9.5 Until such time as the property in the Goods has passed to a Customer, the Customer shall keep the Goods separate and apart from other items of similar nature that they may be easily identifiable in the event of the Company requiring to retake possession.
- 9.6 Until such time as the property in the Goods has passed to the Customer, the Customer irrevocably authorises the Company, its servants and agents and all other persons authorised by it to enter upon the premises where the Goods are stored and to retake possession of them in the event of:
 - (i) the levying of any distress or execution upon any of the assets of the Customer or
 - (ii) the commencement of legal proceedings against the Customer for the purpose of liquidation of winding up or bankruptcy or
 - (iii) the appointment of a Receiver over the whole or any part of the Customer's undertaking or
 - (iv) the calling of a meeting of the creditors of the Customer.

10. Lien on Goods

In addition to any right of lien to which the Company may by law be entitled, the Company shall be entitled to a general lien on all goods of the Customer in the Company's possession (although such goods or some of them may have been paid for) for the unpaid price of any Products sold and delivered by the Company to the Customer under the same or any contract.

11. Loss or damage in transit

- 11.1 The Customer shall examine the Products immediately upon delivery being effected. Any shortage of the Products and/or damage to the Products prior to or during the course of delivery must be notified by the Customer to the Company in writing either by endorsement on the Company's delivery sheet or otherwise within 7 days from the date of delivery to the Customer, failing which no claim will be accepted by the Company and the Company is hereby discharged from any claim and/or liability in respect of such shortage and/or damage which is not notified as aforesaid.
- 11.2 For the purpose of sub clause 11.1, if any carrier appointed by the Customer shall take possession of the Goods, delivery of the Goods is deemed to take place upon the carrier taking possession of the Goods.

12. Exclusion and Limitation of liability

- 12.1 All conditions and warranties in respect of the Products and whether express or implied, statutory or otherwise are hereby expressly excluded.
- 12.2 The Company's liability to the Customer for any misrepresentation and/or breach of contract and/or negligence shall in no case exceed the Contract Price and, save as aforesaid, the Company shall in no circumstances whatsoever be liable to the Customer in respect of any loss or damage whether direct, indirect, consequential or howsoever else arising.
- 12.3 PROVIDED ALWAYS that sub clause 12.2 shall not restrict the Company's liability for death or personal injury arising from any negligence on the part of the Company.

13. Rights of Third Parties

Notwithstanding any other provision of the Terms and of the Contract, nothing in the Contract shall confer, nor is it intended to confer, a benefit on any third party for the purposes of the Contract (Rights of Third Parties) Act 1999 or for any other purpose.

14. Law

The Contract is and shall be deemed to have been made in Wrexham and shall in all respects be governed by English Law and the parties submit to the exclusive jurisdiction of the High Court of Justice, Wrexham District Registry/Wrexham County Court.