

MH COMMUNICATIONS (UK) LTD

Standard Terms and Conditions

1. TERMS AND CONDITIONS

- (1) In these Terms and Conditions the word 'MH Comms' means MH Communications (UK) Ltd, the words 'the Customer' shall mean the person, firm or Company purchasing or agreeing to purchase goods or services from MH Comms Ltd, the words 'These Conditions' shall mean the Terms and Conditions of sale set out herein and the word 'goods' shall mean all equipment, spare parts, other goods, repairs or services to be provided to the customer by MH Comms.
 - (2) All agreements which MH Comms agrees to supply goods and services the Customer shall be subject only to these Conditions notwithstanding any variation or attempted variation of these Conditions made by the Customer in its order form or otherwise save as provided by clause 1 (3) of these Conditions the making of an order by the Customer for the goods and services supplied by MH Comms shall for all purposes be deemed to be acceptable by the Customer of these Conditions to the exclusion of any other Terms and Conditions. Any quotation or brochure in which these Terms and Conditions are incorporated shall constitute an invitation to treat by MH Comms and any order placed by the Customer shall constitute an offer for goods incorporating these Conditions made by the Customer which MH Comms accepts in writing or by telephone, fax or telex. No cancellation of any order by the Customer shall be valid unless made in writing and accepted in writing by MH Comms.
 - (3) No variation of these Conditions is permitted unless expressly accepted in writing by a Director of MH Comms.
- (2) Until title to the goods passes to the Customer, the goods shall be kept separate and distinct from all other property of the customer and of third parties and in good condition and stored in such a way as to be clearly identifiable as belonging to MH Comms and the Customer will not cause or permit or suffer any labels, badges, serial numbers or other means of identification of the goods to be removed or obscured.
 - (3) MH Comms may for the purpose of recovering its goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.

5. CALLOUT CHARGES

MH Comms minimum callout charge is £110.00 for the first hour and £50.00 per hour thereafter. These rates are based on engineers travelling within a 50 mile radius from the office. MH Comms reserve the right to increase callout charges at any time.

6. PRICE AND PAYMENT

- (1) Unless otherwise expressly agreed, the price is payable on delivery of the goods with invoice. If the Customer does not take delivery when requested the price is payable 7 days after MH Comms has requested the Customer to take delivery, together with a 15% handling charge for the care and storage of the goods.
- (2) If payment should not be made in 30 days, from the date of invoice, MH Comms may require the Customer to pay 2.5% interest per month from the date of invoice compounded monthly until payment is received in full.
- (3) The price may be increased by MH Comms at its discretion to take account of fluctuations in exchange rates or increases in the cost of the goods or taxes or otherwise.
- (4) The price shall be payable without any deduction or set-off.

7. WARRANTIES AND LIABILITY OF MH COMMS

- (1) Save as herein specifically provided and save to the extent that the same cannot by statute be excluded all conditions and warranties or representations expressed or implied statutory or otherwise in relation to the goods are hereby excluded. Nothing in this clause 6(2) of these Conditions shall exclude the undertakings implied by section 12 of the Sale of Goods Act 1979.
- (2) MH Comms shall not be liable for any financial consequential or indirect loss suffered by the Customer or any third party whether such loss arises from breach of a duty in contract or tort or in any other way including without limitation to the generality of this exclusion, loss of profits, economic loss, loss of goodwill, loss of contracts, loss of data, damage to the property of the Customer or anyone else (other than the damage caused by the negligence of MH Comms or any of its employees, agents, or subcontractors) and personal injury to the Customer or anyone else (except so far as such injury is attributable to MH Comms negligence).

8. FORCE MAJEURE

MH Comms shall not be liable to the Customer for any failure to perform its obligations due to any circumstances beyond its control (including without limitation strikes, lock-outs, industrial disputes, failure or supply delays caused by British Telecommunications plc, or any other person, firm or company delays caused by manufacture of goods, riots, civil disturbances, war or war type activity, embargoes, fire, explosion, flood or natural causes) and in such event MH Comms may elect that the time for performance shall be extended until such time as MH Comms can reasonably effect performance.

9. WAIVER

If the Customer shall be in breach of any of these conditions then failure by MH Comms to require the Customer to rectify the same shall not create any assumption that such a breach has been waived by MH Comms.

10. NOTICES

All demands, notices and other communications shall be in writing and addressed to MH Comms at its address shown in invoices delivered by it and to the Customer at the address given by it for delivery of invoices (or as subsequently notified by one to the other in writing) and shall be deemed to be duly given or made by letter 48 hours after being posted by first class postage pre-paid or if delivered by hand at the time of delivery or if given or made by telex when the Sender shall receive the answer back of the person to whom it was sent.

11. LAW AND JURISDICTION

These conditions shall be governed by and construed in accordance with English law.

2. THE GOODS

- (1) Subject to the warranty contained in clause 6 (1) all descriptions, drawings and particulars relating to the goods in any catalogues, leaflets, brochures or other documents are for illustration purposes only and do not form part of the agreement between MH Comms and the Customer. All representation as to the performance of the goods are based on information supplied by the manufacturer of the goods and relate to their performance in normal conditions and when used correctly.
- (2) Unless otherwise expressly agreed, goods supplied will be in accordance with manufacturer's normal designs and specifications current at the date of manufacture or delivery and the supply by MH Comms for goods differing from any contractual or pre-contractual specifications or descriptions shall not be a breach of the agreement between MH Comms and the Customer insofar as the goods are of approximately equivalent performance to the goods referred to in such specifications or descriptions.

3. DELIVERY INSTALLATION AND RISK

- (1) Unless otherwise expressly agreed, the price shown in the current price list of MH Comms is exclusive of Value Added tax and of the cost of packing and carriage, which will be charged at MH Comms normal rates.
- (2) The times for delivery or installation of the goods are not of the essence. The agreed dates for delivery or installation are estimates only and a failure by MH Comms to comply with them shall not be a breach of these Conditions.
- (3) The goods shall be at the Customers risk at the time of delivery or installation or if the Customer has requested that he has arranged the collection of goods at his risk on the date that MH Comms has notified the Customer that the goods are ready for collection.
- (4) Where the goods are installed by the Seller, it is the Buyer's responsibility to obtain, make available and pay all licences, permits, way leaves, easements, mains electric power supply, conduits, sockets and such like as are necessary for the goods by the agreed date for the commencement of the installation and to provide all the necessary access, information and cooperation to enable the installation to proceed from that date.
- (5) The Customer is required to inspect the goods on receipt and to notify MH Comms of any defects or complaints within 5 days.
- (6) If any payment due to MH Comms is overdue for 30 days or if the Customer ceases to trade or enters into any arrangement with its creditors or shall become insolvent or has a Receiver or Administrative Receiver appointed or a petition is presented or a resolution passed for the winding up of the customer other for the purpose of a solvent reconstruction or amalgamation previously notified to MH Comms, the Customer shall then be deemed to have repudiated any agreements it may then have with MH Comms who shall be entitled without prejudice to any other rights or remedies available to it to stop any goods in transit and to cancel any further deliveries

4. PROPERTY IN GOODS

- (1) The goods shall remain the sole and absolute property of MH Comms and title to and legal and equitable ownership of the goods shall not pass to the Customer until payment is received by MH Comms of all monies due from the Customer to MH Comms in respect of all goods supplied by MH Comms to the Customer and the Customer acknowledges that until such payment is made in full it is in possession of the goods solely as a fiduciary for MH Comms.