

MH COMMUNICATIONS (UK) LTD
Terms & Conditions

1. EFFECT

These terms & conditions shall prevail over any proposed by the customer or implied by trade custom or practice and this agreement will only be concluded on that condition. MH COMMUNICATIONS (UK) LTD failure to object to any other terms proposed by the customer shall not be deemed a waiver of that condition. This agreement becomes effective when accepted by a duly authorised MH COMMUNICATIONS (UK) LTD signatory.

2. TERM

This agreement shall continue for the minimum term as stated on the face of this agreement and on the expiry of the minimum term will automatically rollover from year to year until terminated by ninety days written notice given by either party prior to the expiry date of the anniversary of the agreement.

3. EXTENT OF MAINTENANCE SERVICES

- 3.1 Throughout the term of this agreement MH COMMUNICATIONS (UK) LTD shall maintain the system in efficient working order and shall provide the appropriate service under these terms and conditions.
- 3.2 Basic warranty cover is provided as per quote for new systems only during the first twelve months in lieu of such warranty obligations as MH COMMUNICATIONS (UK) LTD may have provided direct to the customer pursuant to any supply contract for the system or indirectly through an authorised MH COMMUNICATIONS (UK) LTD distributor.
- 3.3 The maintenance contract does not include:
- a) Any alterations of the system to meet a change in customer requirements of the standards or requirements of British Telecom or any other network operator.
 - b) Any electrical or other work external to the system.
 - c) Moving or re-installation of the system.
 - d) The cost of repair or replacement or extra service time made necessary by accidental damage, misuse, negligence or failure to observe MH COMMUNICATIONS (UK) LTD recommendations or those of British Telecom or any other network operator or for causes external to the system such as, but not limited to, failure or fluctuation of electrical power or any defect or failure in the relevant public network. MH COMMUNICATIONS (UK) LTD will not be responsible for any failure of PSTN services.
 - e) Line wiring unless installed by MH COMMUNICATIONS (UK) LTD or its contractors or where MH COMMUNICATIONS (UK) LTD agrees to take over responsibility for it.
MH COMMUNICATIONS (UK) LTD reserves the right to charge the customer for any such services and costs.
- 3.4 If the system is not (immediately prior to this agreement)
- a) Already maintained by MH COMMUNICATIONS (UK) LTD; or
 - b) Within the scope of an express warranty given by MH COMMUNICATIONS (UK) LTD;
- Then MH COMMUNICATIONS (UK) LTD'S will inspect the system and shall undertake such repair work as may be necessary to put the system in good working order. All repairs will be carried out free of charge as per bespoke maintenance proposal.

4. CUSTOMER RESPONSIBILITY

- 4.1 The customer is responsible for ensuring that the environment conditions at the installation site (approved by MH COMMUNICATIONS (UK) LTD and/or

British Telecom or other relevant network operator prior to installation) are maintained at all times.

- 4.2 For the purpose of providing maintenance effectively MH COMMUNICATIONS (UK) LTD require full access to telecommunication environment at all times to be supervised by Customers personnel.
- 4.3 The customer shall observe any common law or statutory requirements relating to a healthy and safe place of work.
- 4.4 The customer shall indemnify MH COMMUNICATIONS (UK) LTD against all claims from third parties in the event that: a. MH COMMUNICATIONS (UK) LTD is unable to keep the system in to good working order due causes within the control of the customer. b. The customer allows the system to be altered, adjusted or interfered with by anyone other than MH COMMUNICATIONS (UK) LTD authorised engineers or agents or attachments are fitted without MH COMMUNICATIONS (UK) LTD agreement.

5. LIMITATIONS

- 5.1 Unless otherwise agreed in writing by MH COMMUNICATIONS (UK) LTD the system must not, in any circumstances, be altered, adjusted or interfered with except by MH COMMS authorised engineers.
- 5.2 MH COMMUNICATIONS (UK) LTD will not be liable for failure to provide the maintenance service if the failure results from any of the following, namely forces of nature such as but not limited to Act of God, refusal of licence or other government act, fire, explosion, accident, industrial dispute, difficulty in obtaining materials or any other cause beyond its reasonable control.

6. PAYMENT CONDITIONS

- 6.1 The maintenance value must be paid prior to renewal of the contract. Any maintenance callouts/faults will not be serviced until the contract value has been paid and funds are cleared. Failure to provide the appropriate termination notice (2. TERM), will cause the contract to rollover and full payment for the annual maintenance value will be payable. Late payment will incur interest at the rate of 8.75% above the Bank of England base rate.

7. WARRANTY

- 7.1 MH COMMUNICATIONS (UK) LTD warrants that it will exercise all reasonable care and skill in the provisions of the maintenance service, however, the parties agree the effects of any failure on MH COMMUNICATIONS (UK) LTD part to provide the maintenance service promptly and efficiently will be difficult to quantify and that MH COMMUNICATIONS (UK) LTD cannot have knowledge of the consequences of such failure. Accordingly, MH COMMUNICATIONS (UK) LTD liability to the customer for damages from any failure to provide the maintenance service promptly or efficiently or at all shall be limited to the greater of £5,000 or one years maintenance charges at the current rate.
- 7.2 In no event (whether this agreement continues in force or not) shall MH COMMUNICATIONS (UK) LTD be liable for any loss of contracts, profits, business or use of the system nor for any other indirect or consequential loss whatsoever attributable to delay or failure to provide the maintenance service.
- 7.3 All other express or implied terms, conditions or warranties and any liability in tort (other than for negligence of MH COMMUNICATIONS (UK) LTD, its agents or sub contractors causing death or personal injury) or, if exceeding the limit specified in paragraph 5.3

8. ADJUSTMENT

The maintenance charge may be adjusted at any time in the event that any change is made to the requirements of British Telecom or other relevant network operator affecting the provision of the maintenance service. The maintenance charges shall be adjusted by such amount as is reasonable.

9. ANNUAL REVIEW

MH COMMUNICATIONS (UK) LTD may at any time following the first anniversary date of the agreement and upon ninety days prior written notice to the customer adjust the maintenance charge. Such adjustments shall not be made at intervals more frequently than one in any twelve-month period.

10. CONDITIONS

MH COMMUNICATIONS (UK) LTD reserves the right to make a charge for the time and expenses incurred by its personnel being called out due to faults not in the system (e.g. British Telecom or other network operator line faults, power supply fluctuation, faults in line wiring not forming part of the system, etc) or if the system is reported as faulty and proves not to be so. In addition to the maintenance charge, the customer shall pay to MH COMMUNICATIONS (UK) LTD all additional charges for maintaining the system where maintenance is due to any circumstances other than normal fair wear and tear. Any additional payment that may become due under the terms and conditions of this agreement shall be paid within thirty days of the date of MH COMMUNICATIONS (UK) LTD invoice. MH COMMUNICATIONS (UK) LTD shall be under no obligations to provide the maintenance service so long as any such sum due is in arrears and any additional charges incurred by the consequent delay in carrying out the maintenance service shall be paid by the customer.

11. VAT

The maintenance charge and other sums payable in this agreement do not include Value Added Tax and accordingly they will be increased by the gross amount of Value Added and/or such other taxes as may be chargeable on the supply of equipment and services from time to time

12. DEFAULT AND TERMINATION

If the customer commits any breach of this agreement with MH COMMUNICATIONS (UK) LTD and fails to remedy it promptly on receiving written notice from MH COMMUNICATIONS (UK) LTD or suffers distress or execution or commits an act of bankruptcy or goes or is put into liquidation (except for amalgamation or reconstruction) or if it enters into an arrangement or composition with creditors or if a receiver is appointed over any part of the customers business, or in the case of a partnership any of the partners is declared bankrupt it shall constitute a repudiation by the customers of its obligations under this agreement, and at any time thereafter MH COMMUNICATIONS (UK) LTD may (in additions to any other rights or remedies in law and notwithstanding that MH COMMUNICATIONS (UK) LTD may have waived its rights under this condition on some previous occasion) by written notice suspend performance of or determine this agreement.

13. LEGAL CONSTRUCTION

The Agreement shall be governed by English Law, The Legal construction of these conditions shall not be affected by their heading.

14. INVALIDITY

If any provision of this agreement becomes invalid, illegal or unenforceable the other provisions of the agreement shall not be affected thereby.

15. SUB-CONTRACTORS/ASSIGNMENT

MH COMMUNICATIONS (UK) LTD may sub-contract or assign to an associate MH COMMUNICATIONS (UK) LTD company responsibility for providing the maintenance service so long as such company is approved by the BSI/Department of Trade and Industry as a maintenance contractor.

16. ENTIRE AGREEMENT

The agreement with the schedule together with any authorised signed variations attached hereto sets forth the complete agreement between the parties. No further amendment or modification to this agreement will be effective or binding unless it is in writing signed by duly authorised representatives of the parties.

WARRANTY SERVICES

BASIC

All equipment Listed will be maintained between the hours of 9.00am to 5.30 pm (Monday to Friday). MH COMMUNICATIONS (UK) LTD will respond to a request for maintenance service during MH COMMUNICATIONS (UK) LTD normal working hours by arranging for a service engineer to make a site visit to inspect and / or repair the system. MH COMMUNICATIONS (UK) LTD shall attempt to rectify or provide appropriate interim solutions in even days for any defective items within the scope of its contractual warranty under the supply contract.

All peripheral equipment connected to the system i.e. CD player, Answer machines, Music on hold equipment shall be charged accordingly, unless otherwise covered under the agreement. A 24 hour callout will be available at a cost of £110.00 for the first hour and £50.00 for every hour/part hour thereon.

MH COMMUNICATIONS (UK) LTD will use all reasonable endeavours to respond to calls for service within 4 working hours for a major fault and within 8 to 16 hours for a minor fault and to repair all non intermittent faults within 16 working hours.

STANDARD

All equipment listed will be covered with the same care as above, 9.00 am to 5.30 pm, with the inclusion of seven days a week cover.

EXECUTIVE

All equipment listed will be covered with the same care as above except 24 hours a day, seven days a week, with a guaranteed response time of 4 hours to either attend site or resolve fault remotely if fault is programmable.