

1. Definitions and Interpretation:

In these Conditions:-

- 1.1 "Company" means Cabletime Limited.
- 1.2 "Buyer" means the person, company or organisation who purchases the Goods from the Company.
- 1.3 "Goods" mean any products, spare parts or computer programmes and any services agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them).
- 1.4 "Contract" means any contract between the Company and the Buyer for the sale and purchase of Goods incorporating these Conditions.
- 1.5 Headings used in these Conditions are for convenience only and do not affect the interpretation of the Conditions. All references to numbered clauses and sub-clauses are to clauses and sub-clauses within this document, unless the context otherwise requires. References to the masculine include the feminine and neuter and to the singular include the plural as the context requires.

2. Application:

- 2.1 Subject to any variation under clause 2.3 the Contract will be on these Conditions to the exclusion of all other terms and conditions (including any terms and conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document.
- 2.2 No terms or conditions endorsed upon, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document will form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.3 These Conditions apply to all the Company's sales and any variation to these Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a duly authorised officer of the Company.
- 2.4 Each order for Goods by the Buyer from the Company must be in writing and shall be deemed to be an offer by the Buyer to purchase Goods subject to these Conditions.
- 2.5 No order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of the order is issued by the Company or (if earlier) the Company delivers the Goods to the Buyer.

2.6 The Buyer must ensure that the terms of its order and any applicable specifications are complete and accurate.

2.7 Any quotation is given on the basis that no contract will come into existence until the Company despatches an acknowledgment of order to the Buyer. Any quotation is valid only for a period of 30 days only from its date provided that the Company has not previously withdrawn it.

2.8 The Company shall not be liable for any advice or recommendation as to the storage, application or use of the Goods unless confirmed in writing by the Company.

2.9 Any typographical, clerical or other error or omission in any quotation, price list, acknowledgement of order, invoice or other document or information issued by the Company may be corrected at any time without liability on the part of the Company.

2.10 The Company shall be entitled to make changes, at any time in the specification of the Goods, which may be required in order that the Goods conform with any applicable safety or other statutory requirements or which do not materially affect the quality or performance of the Goods.

2.11 No order accepted by the Company may be cancelled by the Buyer, unless the Company agrees in writing. The Buyer, in the event of an agreed cancellation, will reimburse the Company in full all loss (including loss of profit), costs (including the cost of all labour and materials used or procured prior to cancellation), damages, charges and expenses incurred by the Company as a result of cancellation.

3. Description:

- 3.1 The description of the Goods shall be as set out in the Company's quotation.
- 3.2 All drawings, descriptive matter, specification and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them and will not form part of the Contract.

4. Price of the Goods:

4.1 The price of the Goods shall be the Company's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Company's price list current at the date of acknowledgement of the Buyer's order.



Head Office

Cabletime Ltd, 64 Greenham Road, Newbury, Berkshire, United Kingdom RG14 7HX
T: +44 1635 351111 E: sales@cabletime.com www.cabletime.com

USA Office

Cabletime USA T: 973 288 8010 E: usa@cabletime.com

Asia Office

Cabletime ASIA T: +852 3101 2650 E: asia@cabletime.com

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4.2 The Company may give written notice to The Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in costs to the Company arising from circumstances beyond the reasonable control of the Company (including, but without limitation, increase in the cost of labour, materials or manufacture, increase or imposition of any tax, duty or other levy, variation in exchange rates or any variation requested by the Buyer to its order or any delay caused by the Buyer's instructions or lack of instructions or change of specification to comply with statutory requirements).

4.3 The price quoted for all Goods shall be in pounds sterling unless otherwise expressly stated in a quotation. The price is exclusive of any applicable value added tax and all other applicable taxes and duties, which The Buyer shall be additionally liable to pay to The Company.

5. Terms of Payment:

5.1 Payment of invoices shall unless otherwise agreed in writing by the Company be made in full within 30 days of the date of the invoice. Time of payment shall be of the essence. The Company shall be entitled to suspend delivery of Goods if any amounts are overdue under any contract with the Buyer until all amounts and interest have been paid in full.

5.2 Any extension of credit allowed to The Buyer may be changed or withdrawn at any time.

5.3 Interest shall be payable on overdue accounts at the rate of 2 percent over Barclays Bank PLC base rate from time to time (whether before or after judgement) from the due date for payment until receipt by the Company of the full amount due.

5.4 If in the opinion of the Company the creditworthiness of the Buyer shall have deteriorated prior to delivery of the Goods or the Company shall otherwise consider the Buyer's credit-worthiness unsatisfactory, the Company may require full or partial payment of the price or the provision of acceptable security for payment by the Buyer prior to delivery.

5.5 The Company may appropriate any payment made by the Buyer and apply it in total or partial satisfaction of any sum due from the Buyer to the Company. Where the amount paid by the Buyer is less than the amount due to the Company under the contract, the Company may appropriate the payment to any individual Goods supplied under the contract.

5.6 All payments made by the Buyer to the Company under these Conditions shall be made without any deduction or set off.

6. Delivery:

6.1 Unless otherwise agreed in writing delivery of the Goods shall take place at the Company's place of business seven days after The Company has notified The Buyer that the Goods are ready for collection. If the Company agrees to deliver the Goods otherwise than at the Company's premises, the Buyer shall pay in full all transportation and insurance costs incurred by the Company for delivery to the Buyer's nominated place of delivery.

6.2 If the Company has agreed to arrange transportation of the Goods, delivery shall be made by the Company loading the Goods onto the first vehicle to be used in transporting the Goods to the Buyer's delivery address.

6.3 Any dates quoted for delivery of the Goods are estimates only and the Company shall not be liable for any loss (including loss of profits) costs, damages, charges or expenses caused directly or indirectly by any delay in delivery of the Goods even if caused by the Company's negligence, nor will any delay entitle the Buyer to rescind the Contract unless such delay exceeds 180 days. Time for delivery shall not be of the essence of the Contract.

6.4 If for any reason the Buyer will not accept delivery of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:

6.4.1 risk in the Goods will pass to the Buyer (including for loss or damage caused by the Company's negligence);

6.4.2 the Goods will be deemed to have been delivered; and

6.4.3 the Company may store the Goods until delivery whereupon the Buyer will be liable for all related costs and expenses including (without limitation) storage and insurance, and

6.4.4 following notice to the Buyer, the Company may sell the Goods at the best price readily obtainable and (after deducting all storage and selling expenses) and the Buyer shall be liable for any shortfall between the proceeds received, less deductions, and the full price under the contract.



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7. Non Delivery:

7.1 The quantity of any consignment of Goods as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.

7.2 The Company shall not be liable for non delivery of Goods (even if caused by the Company's negligence) unless written notice is given within 7 days of the date when the Goods would in the ordinary course of events have been received.

7.3 Any liability of the Company for non delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

8. Risk/Title:

8.1 The Goods are at the risk of the Buyer from the time of delivery.

8.2 Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:-

8.2.1 the Goods; and

8.2.2 all other sums which are or which become due to the Company from the Buyer on any account.

8.3 Until ownership of the Goods has passed to the Buyer, the Buyer must:-

8.3.1 hold the Goods on a fiduciary basis as the Company's bailee;

8.3.2 store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;

8.3.3 not destroy deface or obscure any identifying mark or packaging on or relating to the Goods;

8.3.4 maintain the Goods in satisfactory condition insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company;

8.3.5 hold the proceeds of the insurance referred to in Condition 8.3.4 on trust for the Company and not mix

them with any other money, nor pay the proceeds into an overdrawn bank account.

8.4 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:-

8.4.1 any sale shall be effected in the ordinary course of the Buyers business at full market value; and

8.4.2 any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such sale.

8.5 The Buyers right to possession of the Goods shall terminate immediately if:-

8.5.1 the Buyer has a bankruptcy order made against him or makes an arrangement with his creditors, or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors, or being a body corporate convenes a meeting of creditors whether formal or informal or enters into liquidation except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or

8.5.2 the Buyer suffers or allows any execution whether legal or equitable to be levied on his/its property or obtained against them or fails to observe/perform any of its obligations under the Contract or any other contract between the Company and the Buyer or is unable to pay its debts within the meaning of section 123 Insolvency Act 1986 or the Buyer ceases to trade; or

8.5.3 the Buyer encumbers or in any way charges any of the Goods.

8.6 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

8.7 The Buyer grants the Company its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored to inspect them, or where the Buyers right to possession has terminated, to recover them.



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9. Performance:

9.1 Subject to the conditions set out below and the other provisions of the contract the Company warrants that the Goods will at the time of delivery be free from defects in material and workmanship.

9.2 The above warranty is given by the Company subject to the following conditions and the Company shall be under no liability under the warranty:-

9.2.1 unless the total price for the Goods has been received;

9.2.2 if the Buyer or any third party have or have attempted to alter or tamper with the Goods;

9.2.3 If in the reasonable opinion of the Company (whose decision shall be binding and final) the reported defect has arisen from accident or misuse by the Buyer or a third party;

9.2.4 if any serial number labels or other marks on the Goods have been tampered with or removed.

9.3 Any claim by the Buyer based on any defect in material or workmanship of the Goods shall be notified to the Company in writing and the Goods shall be returned to the Company within ninety days from the date of the Company's Advice Note and if the Buyer fails to notify the Company within that period, the Buyer shall not be entitled to reject the Goods and the Company shall have no liability for such defect.

9.5 The Company shall be entitled to (at its option) repair or replace the defective Goods or any part free of charge or refund the price of Goods at the pro rata Contract rate and the Company shall have no further liability to the Buyer.

10. Limitation of Liability:

10.1 Subject to clause 9 the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees agents and subcontractors to the Buyer in respect of:

10.1.1 any breach of these Conditions;

10.1.2 any representation statement or tortious act or omission including negligence arising under or in connection with the Contract;

10.1.3 any infringement of the intellectual property rights of any third party.

10.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are to the fullest extent permitted by law, excluded from the Contract.

10.3 Nothing in these Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or fraudulent misrepresentation.

THE BUYERS ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 10.4

10.4 Subject to Clause 10.2 and 10.3:-

10.4.1 The Company's total liability in contract, tort (including negligence or breach of statutory duty) misrepresentation or otherwise arising in connection with the performance or contemplated performance of this Contract shall be limited to the Contract price for the Goods;

10.4.2 The Company shall not be liable to the Buyer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise) costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

11. Intellectual Property:

11.1 All intellectual property and proprietary rights including without limitation, copyright, registered and unregistered design rights, patents and know-how, data specifications, manufacturing processes, testing procedures and all other technical business and similar information relating to the Goods, together with all designs, records, reports, documents, papers and other materials whatsoever conceived, originated, or made by the Company during the course of this contract shall vest solely in and remain with the Company.

11.2 The Buyer agrees to assist the Company and to do all such acts and things as the Company's legal advisers may advise as are necessary or desirable in order to give the Company the full benefit of the provisions of this clause.

11.3 The Buyer hereby assigns to the Company by way of future assignment the design right as conferred by Part III of the Copyright, Designs and Patents Act 1988 and the copyright as conferred by Part I of that Act or



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any statutory modification or re-enactment thereof in any work to be created in pursuance of this Contract by the Company for the full term of design right therein to the intent that the design right therein shall forthwith upon the completion of the work vest in the Company.

12. Licences and Consents:

If any licence or consent of any government or other authority shall be required for the acquisition, carriage or use of the Goods by the Buyer, the Buyer shall obtain the same at its own expense and if requested produce evidence of the same to the Company on demand. Failure to obtain any licence or consent shall not entitle the Buyer to withhold or delay payment of the price. Any additional expenses or charges incurred by the Company resulting from such failure shall be for the Buyer's account.

14. Confidentiality:

The Buyer agrees that all drawings, specifications, computer programmes and all other product details are supplied to the Buyer by the Company on the condition that they are not given, sold, shown or in any other way communicated to any third party without the Buyer first obtaining the express written permission of the Company.

16. General:

16.1 Any notice required or permitted to be given by either party to the other under these conditions shall be in writing, addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

16.2 Any notice shall be deemed to have been duly given if delivered personally or sent by prepaid first class post (airmail if to an address outside the United Kingdom) or by facsimile transmission to the party concerned at the address referred to in clause 16.1 In the absence of evidence of earlier receipt, any such notice shall be deemed to have been given:-

16.2.1 if left personally, when left at the address referred to in clause 16.1;

16.2.2 if sent by pre-paid first class post, two days after posting;

16.2.3 if sent by airmail, six days after posting;

16.2.4 if sent by facsimile transmission, when transmitted.

16.3 No waiver by the Company of any breach of the contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

16.4 None of the rights or obligations of the Buyer under these conditions may be assigned or transferred in whole or in part without the prior written consent of the Company.

16.5 The Buyer agrees to comply with any information supplied by the Company and relating to the use for which the Goods are designed or have been tested or concerning conditions necessary to ensure that they will be safe and without risk to health at all times when they are being installed, used, stored or transported. The Buyer undertakes to take such steps as may be specified by information supplied by the Company to ensure that as far as reasonably possible the Goods will be safe and without risk to health at all times as described above.

16.6 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of all other provisions of these conditions and the remainder of the provisions in question shall not be affected and shall remain in force.

16.7 If for any reason these conditions are translated into any language other than English then this shall be done for the benefit of the Buyer and the Buyer agrees that for the purpose of legal interpretation the English language version shall in all cases prevail.

17. Governing Law:

The contract shall in all cases be deemed to have been made in England and shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the jurisdiction of the English courts.



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