

### 1. DEFINITIONS

1.1 "Buyer" means the individual or organisation who buys or agrees to buy the Goods from the Seller;

1.2 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;

1.3 "Contract" means the contract between the Seller and the Buyer for the sale and purchase of Goods incorporating these Terms and Conditions;

1.4 "Goods" means the articles that the Buyer agrees to buy from the Seller;

1.5 "Seller" means Network Maintenance Limited, Unit 4 Snowhill Business Centre, Copthorne, West Sussex, RH10 3EZ, United Kingdom;

1.6 "Terms of Sale" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.

### 2. CONDITIONS

2.1 Nothing in these Terms of Sale shall affect the Buyer's statutory rights as a Consumer.

2.2 These Terms of Sale shall apply to all contracts for the sale of Goods by the Seller to the Buyer and shall prevail over any other documentation or communication from the Buyer.

2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Terms of Sale.

2.4 Any variation to these Terms of Sale (including any special terms of sale agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

### 3. ORDERING

3.1 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Terms of Sale and are subject to acceptance by the Seller. The Seller may choose not to accept an order for any reason.

3.2 Where the Goods ordered by the Buyer are not available from stock the Buyer shall be notified and given the option to either wait until the Goods are available from stock or cancel the order and receive a full refund within 30 days.

### 4. PRICE AND PAYMENT

4.1 The Price of the Goods shall be that stipulated on the Seller's proposal. The Price is exclusive of VAT and does not necessarily include delivery.

4.2 After the order is received the Seller shall confirm by email the details, description and total purchase price, including VAT, if any, by way of the Sales Order Confirmation.

4.3 Payment of the Price plus VAT and delivery charges must be made in full as per the Buyers Terms of Credit stated on the Sales Order Confirmation.

### 5. TITLE

5.1 Title in the goods does not pass to the Buyer until payment is received in full by the Seller. Goods supplied may not be resold by you until they have been paid for in full, unless the new purchaser is made aware that title remains with the Seller until we have been paid in full.

### 6. RIGHTS OF SELLER

6.1 The Seller reserves the right to adjust the price and specification of any item on the proposal after 7 days from the date issued.

6.2 The Seller reserves the right to withdraw any goods from the sale at any time due to product availability.

6.3 The Seller shall not be liable to anyone for withdrawing any Goods from the sale or for refusing to process an order at their discretion.

### 7. AGE OF CONSENT

7.1 Where Goods may only be purchased by persons of a certain age the Buyer will be asked when placing an order to declare that they are of the appropriate legal age to purchase the Goods.

7.2 If the Seller discovers that the Buyer is not legally entitled to order certain Goods, the Seller shall be entitled to cancel the order immediately, without notice.

### 8. WARRANTY

8.1 The Seller warrants that the Goods will at the time of dispatch correspond to the description stated in the Sales Order Confirmation sent by the Seller. Except where the Buyer is dealing as a Consumer, all other warranties, conditions, or terms relating to fitness for purpose, merchantability or condition of the Goods, whether implied by Statute, common law or otherwise are excluded, and the Buyer is satisfied as to the suitability of the Goods for the Buyer's purpose.

### 9. DELIVERY

9.1 The Seller shall use its reasonable endeavours to meet any date agreed for delivery. In any event time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any estimated delivery date.

9.2 Delivery of the Goods shall be made to the Buyer's address specified in the order and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

9.3 Once delivery to the Buyer has taken place, the risk of loss, breakage, all damage and other risks shall pass to the Buyer.

### 10. CANCELLATION AND RETURN

10.1 The Buyer shall inspect the Goods immediately upon receipt and shall notify the Seller by emailing: support@network-group.com within 3 working days of delivery if the Goods are damaged or do not comply with the Sales Order Confirmation. If the Buyer fails to do so the Buyer shall be deemed to have accepted the Goods.

10.2 Where a claim of defect or damage is made the Goods shall be returned by the Buyer to the Seller. The Buyer shall be entitled to a full refund excluding any return postal charges if the Goods are in fact defective.

10.3 Goods must be returned by the Buyer at the Buyer's expense and should be adequately insured during the return journey. The Buyer will receive a refund of all monies paid for the Goods except for delivery charges and return postal charges within 30 days of cancellation. If the Buyer fails to return the

Goods following cancellation, the Seller shall be entitled to deduct the cost of recovering the Goods from the Buyer.

10.5 Goods to be returned must clearly show the sales order number obtained from the Sales Order Confirmation on the package.

10.6 Where returned Goods are found to be damaged due to the Buyer's fault the Buyer will be liable for the cost of remedying such damage.

### 11. LIMITATION OF LIABILITY

11.1 Except as may be implied by law where the Buyer is dealing as a Consumer, in the event of any breach of these Terms of Sale by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the Price of the Goods and the Seller shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatsoever.

11.2 Nothing in these Terms of Sale shall exclude or limit the liability of the Seller for death or personal injury resulting from the negligence of the Seller or that of the Seller's agents or employees.

### 12. WAIVER

12.1 No waiver by the Seller (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

### 13. FORCE MAJEURE

13.1 The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations.

### 14. SEVERANCE

14.1 If any term or provision of these Terms of Sale is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

### 15. CHANGES TO TERMS OF SALE

15.1 The Seller shall be entitled to alter these Terms of Sale at any time but this right shall not affect the existing Terms of Sale accepted by the Buyer upon making a purchase.

### 16. GOVERNING LAW AND JURISDICTION

16.1 These Terms of Sale shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.