

Terms and Conditions

Acceptance	1) The Customer's offer to purchase the system shall remain irrevocable for a period of 21 days from the date hereof. Veritas Telecom shall be deemed to accept the terms and conditions of this agreement unless it notifies the customer in writing within 21 days hereof.
Price and Payment	2a) Prices stated overleaf are the prices in force on the date hereof. Prices payable will be those in force on the date of delivery to the customer. Veritas Telecom reserves the right to adjust the prices to reflect any variations in the rate of exchange and any duties at the date of despatch of the equipment to the purchaser. 2b) Interest is payable on overdue accounts at the rate of 5% above the basic rate of Barclays Bank Plc calculated from the date of the invoice to the date payment is received by Veritas Telecom.
Termination	3a) Without prejudice to Veritas Telecom's other legal rights and remedies Veritas Telecom shall be entitled to treat this agreement as repudiated by the Customer if the Customer fails to pay the full price when due or is in breach of any provision hereunder. Nonenforcement as above by Veritas Telecom shall not be deemed as a waiver of its rights by Veritas Telecom, which may be enforced unless the Customer remedies any breach. 3b) Without prejudice to Veritas Telecom's legal rights above, if the customer enters into liquidation, whether voluntary or compulsory, has receiver or administrator appointed over the whole or part of its assets or enters into any scheme of administration with its creditors, this agreement shall terminate automatically on the occurrence of any such event as aforesaid.
Title	4a) Title in any equipment supplied by Veritas Telecom under this agreement shall remain in Veritas Telecom whether or not possession has been passed to the customer until the purchase price has been paid by the customer in full and until such payment is received the customer shall hold such consignment on a fiduciary basis and as a bailee for Veritas Telecom (returning the same to Veritas Telecom immediately on request) and the customer shall store the same at no cost to Veritas Telecom in such a way that such consignment is closely identifiable as belonging to Veritas Telecom. 4b) The customer shall notwithstanding sub-clause 4a above shall be entitled to sell any equipment supplied hereunder in its own name and in the usual and ordinary course of business provided that in the event of the customer failing to deliver the same up to Veritas Telecom when requested or on the occurrence of any event referred to in clause 3 above Veritas Telecom is hereby irrevocably authorised to enter forthwith onto the customer's premises and repossess and remove such equipment consigned and the customer shall be responsible for the costs of Veritas Telecom of so doing. 4c) Notwithstanding the above, any risk of damage or destruction to the equipment delivered to the customer shall be borne by the customer. Without prejudice to the foregoing, Veritas Telecom shall have a general and particular lien over any equipment supplied under this agreement between the parties hereto where any of the purchase price remains unpaid.
Installation	5) The customer (at its own expense) shall be responsible for all proper accommodation and facilities including proper environmental conditions and the correct consistent supply of power as recommended by Veritas Telecom for the operation of the equipment supplied hereunder.
Delivery	6a) There is no specified delivery date. The customer shall accept delivery hereunder within a reasonable period from the date hereof. Veritas Telecom shall not be liable for non-delivery caused by circumstances beyond its reasonable control. 6b) This agreement is independent of any other agreements and the customer shall be bound by the terms hereof notwithstanding the non-performance or non-delivery of services or equipment by Veritas Telecom, third parties or the customer necessary for the operation of the equipment supplied hereunder.
Software	7) Any software supplied by Veritas Telecom (or any of its current subsidiaries) to the customer for use with the equipment supplied hereunder shall be subject to the terms and conditions of Veritas Telecom (or any of its current subsidiaries) current standard software support contract, the performance whereof shall not in any circumstances affect the liabilities of the customer hereunder.
Accessories	8a) Any accessories supplied by Veritas Telecom (or any of its current subsidiaries) to the customer from time to time when available shall be supplied under Veritas Telecom's (or such subsidiaries) terms and conditions and prices then prevailing and shall not form part of this agreement. 8b) Veritas Telecom shall not be held responsible for the failure in the performance of any equipment sold hereunder whereby accessories used by the customer do not conform to Veritas's specifications or where the equipment supplied hereunder is used in any manner other than that recommended by Veritas Telecom.
Cancellation	9) If the customer purports to cancel this agreement, the customer shall be liable to fully compensate Veritas Telecom for all actual, contingent or anticipated expenses and loss of profit incurred or to be incurred by Veritas Telecom hereunder. If such amount should not have been agreed within one month of the customer's purported cancellation, the customer shall pay Veritas Telecom 40% of the purchase price.
Leasing	10a) If the customer enters into any financial arrangement with a third party whereby it is intended that the title of the equipment supplied hereunder shall pass to such third party, the customer shall, notwithstanding any arrangement to the contrary, remain liable to Veritas Telecom under the terms and conditions of this agreement. The payment in full by any third party to Veritas Telecom of the purchase price hereunder shall be a full discharge to the customer of its obligation to pay such purchase price to Veritas Telecom. 10b) If for any reason whatsoever the customer's arrangements for financing the purchase of the equipment shall be frustrated, the terms and conditions hereof shall remain in full force and effect as between the customer and Veritas Telecom.
Liabilities	11) Veritas Telecom's liability hereunder shall be limited to death or physical injury caused by the negligence of Veritas Telecom or its employees and Veritas shall not be liable for any other direct or indirect loss of profits howsoever or whenever caused and of whatsoever nature, save to the extent that any such losses cannot be excluded by law. 12) No liabilities, obligations, warranties, conditions or undertakings, statutory or otherwise, implied or expressed, shall be deemed to be included in this agreement, save those which cannot be excluded by law. 13) Veritas Telecom shall not be liable in contract, tort or otherwise for direct or consequential loss or damage or injury in connection with or arising out of possession, operation, use, malfunction or modification of equipment or services supplied hereunder save as provided herein and the customer shall indemnify Veritas Telecom in respect of any claim for loss, damage or injury to any person or property or for any other loss directly or indirectly occasioned by or arising from the possession, operation or use of the equipment supplied hereunder or arising from the malfunction or modification of the equipment by the customer.
Law	14) This agreement shall be governed by the laws of England and the parties hereto agree to submit to the jurisdiction of the English courts 15) This agreement shall only be remedied by written agreement by the parties hereto. 16) The customer hereby accepts that any terms and conditions purported to be incorporated in this agreement set out on any of the customer's purchase order or other forms shall not apply to this agreement save those supplied by Veritas Telecom. 17) Any notice required to be given to any party under the terms of this agreement shall be given by registered letter to the address set out overleaf and any such notice shall be deemed to be delivered within 2 days of such posting.