

AAA Satellites & Aerials Ltd

Terms & Conditions

1. INTERPRETATION

1.1 'BUYER' means the person who accepts a quotation of the Seller of the sale of Goods or whose order for the Goods is accepted by the Seller.

'In these conditions:

GOODS' means the goods (including any instalment of goods or any parts for them), which the Seller is to supply to in accordance to these Conditions, and includes computer hardware and software, and also includes any configuration work carried out to goods before delivery.

'SELLER' means AAA Satellites & Aerials Ltd.

'CONDITIONS' means the standard terms and conditions of sale set out in this document, and (unless the context otherwise requires) include any special terms and conditions agreed in writing between the Buyer and the Seller.

'CONTRACT' means the contract for the purchase and sale of the Goods.

'WRITING' includes telex, cable, facsimile transmission and comparable means of communication including E-mail and Instant Messenger.

'AGREEMENT' - means the agreement made between AAA Satellites & Aerials Ltd and the Customer comprising these Conditions, the Quotation and the Scope of Work.

'DELIVERY & INSTALLATION DATE' - means the estimated dates for the delivery and installation of the Equipment as set out in the Quotation.

'EQUIPMENT' - means the items of equipment and accessories specified on the Quotation and any other items of equipment agreed between the parties from time to time.

'INITIAL MAINTENANCE FEE' - means the fee for provision of Maintenance Services during each Maintenance Year of the Initial Maintenance Term, as set out in the Quotation.

'INITIAL MAINTENANCE TERM' - means the initial maintenance term set out in the Quotation.

'MAINTENANCE COMMENCEMENT DATE' - means the date from which AAA Satellites & Aerials Ltd will perform the Maintenance Services once the installation of equipment has been successfully completed.

'MAINTENANCE FEE' - means the fee payable annually for Maintenance Services, as increased from time to time in accordance with the Agreement, including the Initial Maintenance Fee but excluding for the avoidance of doubt any other sums charged by AAA Satellites & Aerials Ltd from time to time in respect of services not included in Maintenance Services.

'MAINTENANCE YEAR' - means the period of 12 months commencing on the Maintenance Commencement Date and expiring on the first anniversary of the Maintenance Commencement Date, and each successive period of 12 months thereafter during which AAA Satellites & Aerials Ltd provides Maintenance Services.

'MAINTENANCE SERVICES' - means the number of preventive maintenance visit(s) per Maintenance Year set out in the Quotation and the provision of maintenance and repair services for the Equipment in response to a fault, as set out in the Quotation and Conditions 8 - 11 of the Agreement.

'PRICE' - means the price for the supply and installation of the Equipment as set out in the Quotation;

'QUOTATION' - means AAA Satellites & Aerials Ltd quotation attached to these Conditions;

'RESPONSE TIME' - means, where Maintenance Services are provided, the number of hours, commencing from the time at which a notification of the fault is received AAA Satellites & Aerials Ltd, within which AAA Satellites & Aerials Ltd agrees to respond to notification of a fault, as set out in the Quotation.

SCOPE OF WORK' - means the document entitled "Scope of Work" agreed in writing between the parties setting out the Customer's operational, installation and performance requirements for the Equipment;

'SITE' - means the address specified in the Quotation where Equipment is to be installed and maintained;

'SOFTWARE' - means software licensed by AAA Satellites & Aerials Ltd to the Customer pursuant to the Agreement to enable the Customer to use the Equipment, excluding, for the avoidance of doubt, Third Party Software.

'THIRD PARTY SOFTWARE' - means the software described in the Quotation for which AAA Satellites & Aerials Ltd will procure a licence for the Customer.

'WARRENTY PERIOD' - means the period of twelve months commencing on the date on which the installation has been successfully completed.

'WORKING HOURS' - means 9 a.m. to 5 p.m. Monday to Friday inclusive (excluding bank and public holidays in England).

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. BASIS OF THE SALE

2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Seller which is accepted by the buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller. No refusal by the Buyer to conclude a Contract other than upon its own terms and conditions shall override this clause, nor shall it prevent the Seller from recovering the price for the Goods from the Buyer.

2.3 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into the Contract, the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations, which are not so confirmed. Provided that this sub-clause does not apply in the case of any advice or representation, which is proved to have, been made fraudulently.

2.4 Any advice or recommendation given by the Seller or its employees or agents as to the storage, application or the use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, pricelist, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

2.6 Where any hardware or software supplied under the Contract is subject to any statutory controls (including controls imposed by the state of origin of the hardware or software), Intellectual Property rights, or where any software supplied under the contract is subject to any Licence Agreement, the Buyer agrees that it will comply with, and not breach, the terms of any such controls, rights or agreement, and that it will indemnify the Seller against any non-compliance or breach, including any non-compliance or breach by any person into whose hands the hardware or software may pass after delivery to the Buyer.

3. ORDERS AND SPECIFICATIONS

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Buyer.

3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.3 The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).

3.4 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.

3.5 The Seller reserves the right to make any changes in the Specification of the Goods which are required to conform to any applicable safety or other statutory requirements or where the Goods are to be supplied in the Seller's specification, which do not materially affect their quality or performance.

3.6 No order which has been accepted by the Seller may be cancelled by the Buyer for convenience except with the agreement in Writing of the Seller and on terms that the Buyer shall reimburse the Seller for its reasonable and properly incurred costs up to and include the date of termination.

4. PRICE OF THE GOODS

4.1 The price of the Goods shall be the Seller's quoted price in the Quotation, provided that the Quotation is accepted by the Buyer within a period of 60 days from the date of the Quotation.

4.2 It is agreed that any changes to the Price following Buyer's acceptance of the Quotation in accordance with Clause 4.1 above would be advised in writing by the Seller and approved in writing by the Buyer before any costs or the Price are increased.

4.3 Except as otherwise stated under the terms of any quotation and unless otherwise agreed in Writing by the Buyer and the Seller, all prices are given by the Seller on an ex-works basis and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Seller may in its unfettered discretion charge the Buyer for the cost of delivery to the Buyer's premises.

4.4 The Seller and the Buyer agree that all prices quoted are exclusive of insurance and further agree that if the Seller has been paid for the Goods (in cleared funds) then it is the Buyer's liability to insure the Goods as soon as they leave the possession of the Seller and the Buyer shall have no cause of action if having taken possession of the Goods and having paid the price for them the Goods are subsequently damaged or destroyed or lost or stolen.

4.5 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay the Seller.

5. TERMS OF PAYMENT

- 5.1 Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods in accordance with the schedule set out in Clause 5.3.6 below.
- 5.2 The Buyer shall pay the price of the Goods (free from any right of set off, counterclaim, withholding or deduction of any kind, those rights being expressly excluded) on the date as stipulated on the front of the sales invoice unless expressed to the contrary in Writing, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 5.3 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:
- 5.3.1 Cancel the contract or suspend any further deliveries to the Buyer.
- 5.3.2 Appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer).
- 5.3.3 Charge the buyer interested (both before and after any judgement) on the amount unpaid, at the rate of 4% per annum above Bank of England base rate from time to time, until full payment is made (a part of a month being treated as a full month for the purpose of calculating interest).
- 5.3.4 Cancel any other contract between the Buyer and the Seller or suspend any further deliveries to the Buyer under any such contract.
- 5.3.5 Payment on account must be paid in full, strictly 30 days from date of invoice. Any other variance must be agreed in writing by the Seller.
- 5.3.6 The following invoice and payment terms apply to all projects: the Seller shall be entitled to invoice for: (i) 40% of the Price at the time the Buyer accepts the order; (ii) 40% of the Price on delivery of the Goods to the Buyer's site and prior to installation; and (iii) 20% on final handover and sign off by the Buyer following completion of installation of the Goods.
- 5.3.7 All other methods of payment must be cleared funds, before despatch.

6. DELIVERY

- 6.1 Delivery of the Goods shall be made to the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place by using seller's preferred courier.
- 6.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
- 6.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 6.4 If the Seller fails to deliver the Goods for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar Goods to replace those not delivered over the price of the Goods.
- 6.5 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:
- 6.5.1 Store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
- 6.5.2 Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) charge the Buyer for any shortfall below the price under the Contract.
- 6.6 Any claim by the Buyer which is based on a shortfall in the number of Goods delivered shall (whether or not delivery is refused) be notified to the Seller in writing within 48 hours from the time of delivery (or, in the case of delivery being affected by the Buyer collecting the Goods at the Seller's premises, within 48 hours from the time of collection). Where the Buyer fails to notify the Seller accordingly, the Seller shall be deemed to have supplied the Goods in accordance with the quantities specified in the Contract, and shall have no liability to the Buyer in respect of any shortfall claim.
- 6.7 Delivery charges will be charged at Seller's standard rate unless otherwise agreed. Charges exclude VAT.

7. RISK AND PROPERTY

- 7.1 Risk of damage to or loss of the Goods shall pass to the Buyer;
- 7.1.1 in the case of the Goods to be delivered otherwise than at the Seller's premises, at the time of delivery, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
- 7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other Goods sold or agreed to be sold by the Seller to the Buyer, including Goods for which payment has not already fallen due.
- 7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, save that this right will automatically be revoked in the event of any act of insolvency occurring, as specified in Condition 9 'Insolvency of Buyer', or in the event of any failure to make payment on the due date. In the event of revocation, the Seller shall be entitled to require the Buyer to assign to it all rights it may have against the person to whom the Goods have been re-sold.
- 7.4 Until such time as the property in the Goods passes to the Buyer (and providing the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods. Further the Seller may dismantle the Goods or detach them from any items in which they have been incorporated and all costs incurred in so doing and any diminution in the value of the Goods suffered by the Seller, but if the Buyer does, so all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

8. WARRANTIES AND LIABILITIES

- 8.1 Subject to the conditions set out below, the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of four months from delivery or unless stated otherwise in Writing.
- 8.1.1 The above warranty is given by the Seller subject to the following conditions:
- 8.1.2 The Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied to the Buyer;
- 8.1.3 The Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval;
- 8.1.4 The Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price of the Goods has not been paid by the due date for payment;
- 8.1.5 The above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.
- 8.1.6 The Seller does not give warranty that the Goods shall be suitable for any particular purpose for which the Buyer intends to use them, save where the Seller has expressly accepted responsibility for such suitability in writing. The Seller does not accept responsibility for defects resulting from the location in which the Goods are to be used, or for their method of installation, use or maintenance, nor for any failure to correspond with any specification where that results from a failure to use the Goods in a suitable location or by competent operators or from improper installation, use or maintenance.
- 8.1.7 Where the Goods are sold under a consumer transaction, as defined by the Consumer Transactions, (Restrictions on Statements) Order 1976 the statutory rights of the Buyer are not affected by these Conditions.
- 8.2 Any claim by the Buyer, which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification, shall (whether or not delivery is refused by the Buyer) be notified to the Seller in Writing within 4 days from the date of delivery. If delivery is not refused and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- 8.3 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is noted to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer. It is a condition of any alleged claim made by the Buyer that the Goods must be returned to the Seller within seven days of the claim being notified to the Seller quoting a valid returns number, failing which the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract or if the price has already been paid the Seller shall be deemed to have supplied the Goods in accordance with the Contract.
- 8.4 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, except as to a figure which equates to the sale price of the Goods in this Contract and where the alleged consequential loss or damage arises in relation to a single item out of the Goods, limited always to the sale price in this Contract of that individual item. The Buyer recognises that the limitation of liability contained herein is responsible and that the prices quoted by the Seller are dependent upon such limitation being incorporated into the Contract.

8.5 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control;

8.5.1 Act of God, explosion, flood, tempest, fire or accident;

8.5.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition;

8.5.3 Acts, restrictions, by-laws, prohibitions or measures of any kind on the governmental, parliamentary or local authority;

8.5.4 Import or export regulations or embargoes;

8.5.5 Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);

8.5.6 Difficulties in obtaining raw materials, labour, fuel, parts or machinery;

8.5.7 Power failure or breakdown in machinery.

9. INSOLVENCY OF BUYER

9.1 This clause applies if:

9.1.1 The Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

9.1.2 An encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Buyer or

9.1.3 The Buyer ceases, or threatens to cease, to carry on business or

9.1.4 The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

9.2 If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for, the price shall become immediately due and payable not withstanding any previous agreement or arrangement to the contrary, and the Seller shall have the right to access Buyers premises, and retrieve their Goods.

10. EXPORT TERMS

10.1 In these Conditions 'Incoterms' means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.

10.2 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon.

10.3 Unless otherwise agreed in Writing between the Buyer and the Seller, the Seller shall always deliver to the address of the Buyer stipulated on the sales invoice.

10.4 The Buyer shall be responsible for arranging the testing and inspection of the Goods at the Seller's premises before shipment. The Seller shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which are made after shipment, or in respect of any damage during transit.

10.5 Payment of all amounts due to the Seller to the Seller's bank and confirmed by a communication confirmation of that bank acceptable to the Seller.

11. MAINTENANCE SERVICES

These maintenance terms apply only if the Customer has stated on the Quotation that it wishes AAA Satellites & Aerials Ltd to perform the Maintenance Services in respect of the Equipment.

11.1 AAA Satellites & Aerials Ltd shall provide Maintenance Services with reasonable care and skill.

11.2 Unless otherwise agreed, AAA Satellites & Aerials Ltd shall provide during each Maintenance Year the number of preventative maintenance visit(s) set out in the Quotation at such time(s) during Working Hours and on such date(s) as the parties agree from time to time. During such visit, AAA Satellites & Aerials Ltd shall:

11.2.1 carry out routine inspection and testing of the Equipment in accordance with AAA Satellites & Aerials Ltd.'s recommendations; and

11.2.2 carry out such repairs, replacement of parts, cleaning, lubrication or adjustment as AAA Satellites & Aerials Ltd shall believe to be necessary in respect of any Equipment.

11.3 Where during a Maintenance Year the Customer experiences a fault or malfunction with the Equipment, the Customer shall notify AAA Satellites & Aerials Ltd. Where possible, the Customer shall attempt to rectify the fault or malfunction by discussing the problem on the telephone with one of AAA Satellites & Aerials Ltd.'s engineers and following his/her instructions. Where this is not possible, AAA Satellites & Aerials Ltd shall use reasonable endeavours to arrange for one of its engineers to arrive at the Customer's premises during Working Hours within the Response Time.

11.4 If AAA Satellites & Aerials Ltd decides that Equipment reported to be faulty cannot be repaired at the Site, AAA Satellites & Aerials Ltd shall be entitled to remove the Equipment for repair. If the Customer objects to the removal of the Equipment, AAA Satellites & Aerials Ltd shall not have any further obligation to provide Maintenance Services with respect to that Equipment and shall cease to do so but will use reasonable endeavours to provide Maintenance Services for the remaining Equipment. The Customer shall not be entitled to a refund of any part of any Maintenance Fee payable in respect of the Initial Maintenance Term. Following expiry of the Initial Maintenance Term the Customer shall not be entitled to a refund of any part of the Maintenance Fee for the then current Maintenance Year, but the Maintenance Fees for subsequent Maintenance Years shall be reduced appropriately.

11.5 If AAA Satellites & Aerials Ltd has to remove any Equipment from the Site, it will use reasonable endeavours to loan to the Customer alternative equipment free of charge. Any such alternative equipment shall remain AAA Satellites & Aerials Ltd.'s property and shall be at the Customer's risk while it is at the Site. The Customer shall indemnify AAA Satellites & Aerials Ltd in respect of any damage to, theft or loss of the alternative equipment and shall insure it for its full value while it is at the Site. When AAA Satellites & Aerials Ltd has repaired and, where applicable, re-installed the previously faulty Equipment or has informed the Customer that the faulty Equipment is not capable of repair, the Customer shall cease using the loaned equipment and make it available at the Site for collection by AAA Satellites & Aerials Ltd.

11.6 In respect of any Equipment for which AAA Satellites & Aerials Ltd is providing Maintenance Services under the Agreement, AAA Satellites & Aerials Ltd reserves the right to supply new, second-hand or reconditioned replacement parts. Any parts replaced by AAA Satellites & Aerials Ltd pursuant to the Agreement shall become AAA Satellites & Aerials Ltd.'s property as soon as they have been replaced, and the Customer warrants that either the Customer shall have a free and unencumbered title to such replaced parts or (where any such equipment has been leased or charged) that it shall have obtained all necessary consents and authorities to part with possession of and give good title in the replaced parts to AAA Satellites & Aerials Ltd.

12. EXCEPTED SERVICES

12.1 Unless otherwise agreed, the Maintenance Services shall not include maintenance in respect of:

12.1.1 Third Party Software, any equipment used by the Customer in conjunction with the Equipment or accessories, attachments, or other devices not supplied to the Customer by AAA Satellites & Aerials Ltd under the Agreement; or

12.1.2 the correction of any fault or defect which arises due to:

(a) the Customer's failure to maintain a suitable environment for the Equipment in accordance with AAA Satellites & Aerials Ltd.'s specifications including, without limitation, failure to maintain a constant power supply, air conditioning or humidity control.

(b) the Customer's neglect or misuse of the Equipment or the Customer's failure to operate the Equipment in accordance with AAA Satellites & Aerials Ltd.'s or the manufacturer's instructions or for the purpose for which the Equipment was designed.

(c) any alteration, modification or maintenance of the Equipment or its specification not approved by AAA Satellites & Aerials Ltd or the manufacturer or made by any party other than AAA Satellites & Aerials Ltd without AAA Satellites & Aerials Ltd.'s prior written approval.

(d) the transportation or relocation of the Equipment save where the same has been performed by AAA Satellites & Aerials Ltd, or under AAA Satellites & Aerials Ltd.'s direction.

(e) the use of defective or inappropriate supplies with the Equipment.

(f) accidental damage or normal wear and tear;

(g) the need for electrical work external to the Equipment.

(h) any accident or disaster affecting the Equipment including, without limitation fire, flood, water, wind, lightning, transportation, radiation in the environment, vandalism or burglary.

(i) the Customer's failure, inability or refusal to give AAA Satellites & Aerials Ltd personnel proper access to the Equipment or to permit AAA Satellites & Aerials Ltd to remove the Equipment from the Site for repair; or

(j) the Customer's continued use of the Equipment following notification to AAA Satellites & Aerials Ltd of a fault or defect; or

(k) upgrades to the Equipment, the Software or the Third Party Software.

12.2 The Maintenance Services, and the Maintenance Fee, do not include maintenance in respect of the following:

12.2.1 Equipment which in AAA Satellites & Aerials Ltd.'s opinion (its decision being final) is beyond economical repair. AAA Satellites & Aerials Ltd may in its discretion offer to supply replacement Equipment at AAA Satellites & Aerials Ltd.'s prices in force from time to time;

12.2.2 any software provided by others including Third Party Software;

12.2.3 LCD panels; plasma display glass; lamps; screen material; changes to Software.

13. MAINTENANCE FEES

13.1 The Initial Maintenance Fee shall be as set out in the Quotation and shall be payable on the Maintenance Commencement Date and subsequently in accordance with this Condition the Customer shall pay all Maintenance Fees annually in advance and the terms of Condition 12 shall apply.

13.2 Not later than 30 days before the expiry of a Maintenance Year AAA Satellites & Aerials Ltd shall notify the Customer in writing of the Maintenance Fee payable for the next Maintenance Year and shall accompany such notice with an invoice for payment requiring payment to be received by AAA Satellites & Aerials Ltd on or before the commencement of the next Maintenance Year.

13.2.1 Where the next Maintenance Year is part of the Initial Maintenance Term the Customer shall pay the Maintenance Fee within 14 days of invoice. If AAA Satellites & Aerials Ltd has not received the Maintenance Fee on the first day of the Maintenance Year to which it relates, AAA Satellites & Aerials Ltd may suspend the provision of Maintenance Services until the Maintenance Fee has been received by AAA Satellites & Aerials Ltd in cleared funds.

13.2.2 Where the Initial Maintenance Term has expired, the Customer may terminate Maintenance Services by not less than 14 days' notice to AAA Satellites & Aerials Ltd to expire before the end of the current Maintenance Year. If AAA Satellites & Aerials Ltd has not received the Maintenance Fee on the first day of the Maintenance Year to which it relates, AAA Satellites & Aerials Ltd may terminate the Maintenance Services with immediate effect by notice in writing.

13.3 The Maintenance Fee shall not include the cost of any supplementary services that are not detailed with the terms of the contract and as such AAA Satellites & Aerials Ltd shall be entitled to charge for these services.

13.4 AAA Satellites & Aerials Ltd reserves the right to increase the Maintenance Fee for any Maintenance Year (including for the avoidance of doubt any Maintenance Year of the Initial Maintenance Term) if in AAA Satellites & Aerials Ltd.'s reasonable opinion the Equipment is, or will be, used in or subjected to environmental conditions which are exceptional, having regard to those recommended by AAA Satellites & Aerials Ltd or the manufacturer of the Equipment. Any such increase shall take effect from the date of written notice of the increase by AAA Satellites & Aerials Ltd to the Customer and a separate invoice shall accompany such notice to the Customer in respect of the increase plus VAT. Payment of the increase shall be due and payable within 14 days of the date of the notice and invoice. If AAA Satellites & Aerials Ltd has not received the relevant amount by the due date, AAA Satellites & Aerials Ltd may terminate the Maintenance Services by notice in writing.

14. TERMINATION OR SUSPENSION OF MAINTENANCE SERVICES

14.1 The Customer agrees that Maintenance Services may not be terminated by the Customer during the Initial Maintenance Term set out in the Quotation. On expiry of the Initial Maintenance Term the provision of Maintenance Services may be terminated:

14.1.1 by the Customer giving not less than 14 days' notice to AAA Satellites & Aerials Ltd upon receipt of a notice of Maintenance Fee pursuant to Condition 13.2.

14.1.2 forthwith by AAA Satellites & Aerials Ltd by notice in writing if the Customer fails to pay a Maintenance Fee in accordance with Condition 13.2 or any increase in the Maintenance Fee in accordance with Condition 13.4.

14.1.3 forthwith by AAA Satellites & Aerials Ltd by notice in writing if the Customer fails to pay any additional charges due here under within 14 days of the due date.

14.1.4 forthwith by AAA Satellites & Aerials Ltd by notice in writing in respect of any Equipment in respect of which the Customer withholds consent pursuant to Conditions 14.4 or 14.5, or which in AAA Satellites & Aerials Ltd.'s reasonable opinion can no longer be maintained in good working order by the provision of replacement or spare parts or is not capable of repair.

14.2 The provision of Maintenance Services may be terminated, including for the avoidance of doubt during the Initial Maintenance Term:

14.2.1 forthwith by either party if the other party commits any material breach of any term of the Agreement (other than one falling within Condition 14.1.2 or 14.1.3) and which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request by the other party to remedy the same;

14.2.2 forthwith by either party if the other party (being an individual or partnership) has a bankruptcy order made against it or any partner or makes an arrangement or composition with its creditors or otherwise takes the benefit of any statutory provision 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 (whether voluntary or compulsory), or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder, or a resolution is passed or a petition presented for the winding up of the other party or for the granting of an administration order in respect of the other party, or any proceedings are commenced relating to the insolvency or possible insolvency of the other party; or

14.2.3 automatically if AAA Satellites & Aerials Ltd terminates the Customer's licence of the Software.

14.3 If AAA Satellites & Aerials Ltd terminates its provision of Maintenance Services pursuant to this Condition 14, then AAA Satellites & Aerials Ltd shall be entitled to retain all Maintenance Fees paid by the Customer prior to such termination and shall not have any further obligation to provide Maintenance Services to the Customer.

14.4 Subject to Condition 14.2.3, termination of Maintenance Services shall not terminate or affect the licence of the Software which shall continue in force in accordance with its terms.

14.5 Notwithstanding any other provision of these Conditions AAA Satellites & Aerials Ltd may:

14.5.1 terminate and/or suspend provision of Maintenance Services at any time during the Initial Maintenance Term if the provisions of Condition 14.1.2 - 14.1.4 apply; or

14.5.2 terminate the provision of Maintenance Services on not less than 30 days' notice to the Customer to expire on the last day of the Initial Maintenance Term or any subsequent Maintenance Year.

15. GENERAL

11.1 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 as 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.

11.2 No waiver by the Seller 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 person.

11.3 If any provision of the Conditions is held by any competent authority to be invalid or enforceable in whole or in part, the validity of the other Provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

11.4 The Contract shall be governed by the laws of England, and the parties agree to submit to the exclusive jurisdiction of the English courts.

16. CONDITIONS OF PURCHASE

12.2 The Goods must be in full working order and be in perfect physical condition and be complete with all relevant manuals and cables and any other relevant accessories unless otherwise agreed in Writing or stated on our Purchase Order.

12.3 AAA Satellites & Aerials Ltd reserves the right to cancel the order if:

12.3.1 The Goods are found to be of unsatisfactory quality or do not match up with the description on the invoice in anyway or otherwise than entirely in accordance with the Goods manufactured by the manufacturer specified in the Purchase Order.

12.3.2 The Goods supplied are in contravention of the Trades Descriptions Act or the Sale of Goods Act 1979 and if such is the case, AAA Satellites & Aerials Ltd shall be entitled to an immediate refund if it has paid for the Goods and further to receive damages for any loss of bargain or contract for the resale of the Goods to any third party.

12.4 The Goods are sold on the basis that the company selling the same has the right to sell them and has sole and unencumbered title to the Goods free from all forms of finance, agreement or charge.

12.5 The Goods must be delivered by the date shown on the purchase order (time to be of the essence).

17. CONFIDENTIALITY

All details of and communications in connection with any contract or intended contract shall be regarded as strictly confidential and shall not be divulged to any person, firm or company without the Seller's prior written consent.