

## Networks by Wireless Ltd

### Terms and Conditions for the Sale of Goods and Supply of Services

1. Definitions
  - a. “**Conditions**” means the standard terms and conditions set out in this document for the sale and/or supply of goods and/or services, together with any special terms and conditions relating to the Order notified in writing by NbW to the Customer.
  - b. “**Contract**” means the contract for the sale and/or supply of goods and/or services on the Conditions and formed by NbW’s acceptance of the Order. “**Customer**” means the person, firm or company who places the Order upon NbW.
  - c. “**NbW**” means Networks by Wireless Ltd, registered number 4031289, whose registered office is at Sheffield Airport Business Park, Europa Link, Sheffield, S9 1XU.
  - d. “**Order**” means the Customer’s purchase order for the sale and/or supply of goods and/or services by NbW.
2. Basis of Contract

All goods and services offered for sale by NbW are sold subject to the Conditions. The Customer agrees that the Conditions are the only terms and conditions upon which NbW will deal with the Customer, and that no others contained within or attached to a purchase order or other documentation of any kind submitted to NbW shall apply to the sale and/or supply of goods and/or services by NbW unless agreed in writing by an authorised representative of NbW, and that any right of the Customer to rely on any terms and conditions other than the Conditions is waived. Only on acceptance of the Order by NbW, either in writing or by fulfilment of the order, shall the Contract be formed.
3. Quotations

Unless otherwise stated in writing, all offers and quotations given to the Customer for the sale and/or supply of goods and/or services are valid for 30 days, and are subject to withdrawal at any time without notice.
4. Recommendations

Manufacturer’s recommendations, technical data or advice relating to the goods and services are not binding on NbW unless confirmed in writing by NbW.
5. Prices

All prices are exclusive of any applicable excise, sales, use or similar tax. The Customer shall be liable to pay any such tax in addition to the price quoted, unless the Customer can provide NbW with a valid tax exemption certificate.
6. Price Increase

NbW may increase the price of the goods and services to reflect any contractual cost increases charged by suppliers to NbW.
7. Delivery

Unless otherwise stated, the price does not include delivery. No responsibility will be accepted by NbW for failure to supply or deliver the goods and services within the delivery schedule agreed with or requested by the Customer. If when NbW is ready to deliver all or part of the goods, and the Customer does not accept delivery of those goods for any reason or fails to provide adequate delivery instructions, then NbW may store the goods until actual delivery and charge the Customer for the reasonable cost (including insurance) of storage.
8. Invoicing

NbW will invoice the Customer for goods as they are delivered to NbW. The Customer may inspect the goods on request to NbW at NbW’s premises. NbW will invoice the Customer for services in appropriate instalments as work progresses throughout the fulfilment of the Order. Survey work is chargeable irrespective of the outcome of the survey. NbW will invoice the Customer for maintenance annually in advance. Invoices from NbW will quote a purchase order or other reference, if any such has been supplied to NbW by the Customer.
9. Payment

The Customer shall pay all invoices without set-off or deduction within 30 days of receipt. In addition to any other rights it may have, NbW may charge the Customer

interest on any overdue amount at the rate of 4% above the base rate of the Bank of England applicable for the period of the overdue payment.

10. Cancellation of Orders

Orders for goods which are custom-ordered specifically for the Customer must be paid for in full if cancelled less than 90 days before the goods are due to be received by NbW.

Where an Order is otherwise cancelled by the Customer, then the Customer shall pay for any goods and/or services which have already been provided by or on behalf of NbW, together with an additional amount equal to 35% of the value of the Order cancelled as a reasonable estimate of damages. Invoiced goods and services cannot be cancelled.

11. Warranty and Guarantee

Any warranties on goods, either express or implied, are provided by the original equipment manufacturer. NbW warrants (i) that all goods and services supplied will be free from defects in materials and workmanship for a period of twelve months from delivery, and (ii) that services will be rendered by suitably qualified and experienced personnel. These warranties are given provided that (i) the Customer notifies NbW of any breach within 7 days of the breach; (ii) that the breach is not due to a defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, misuse or alteration or unauthorised repair of the goods; and (iii) that all goods and/or services have been fully paid for by the Customer at the time of the breach.

12. Breach of Warranty

Should the Customer serve notice to NbW of a breach in any warranty or guarantee expressed in 11 above within 7 days of the breach, then NbW will, at its option, replace or repair the goods and/or re-perform the services which are the subject of the breach, or refund to the Customer the price paid for the goods and/or services, without further liability. Any other implied warranties or guarantees are excluded to the fullest extent permitted by law, and NbW will not be liable to the Customer for any loss or damage of any kind which arises out of any breach of any such implied warranty or guarantee, or breach of any other duty of any kind imposed on NbW by operation of law.

13. Liability

NbW will not be liable for any consequential or indirect loss or damage or any damages, costs or expenses payable by the Customer to any third party which may arise. Nothing in the Conditions shall be deemed to exclude liability for death or personal injury caused by NbW's negligence. In no other circumstances shall NbW's entire liability under the Contract exceed 120% of the total amount paid by the Customer to NbW under the Contract.

14. Intellectual Property Rights (IPR)

All IPR relating to the goods and/or services supplied by NbW including, but not limited to, any network, product or application design is and shall remain the property of NbW or the manufacturer.

15. Exported Goods

Where the goods are to be exported from the UK, NbW reserve the right to require payment in full for the goods in advance of shipping, or otherwise to require the Customer to furnish an appropriate irrevocable letter of credit with terms satisfactory to NbW. Goods will be sold FOB at the air or sea port of shipment (Incoterms 2000). NbW shall be under no obligation to give notice under section 32(3) of the Sale of goods Act 1979. The Customer shall be responsible for complying with laws governing the importation of the goods and the payment of duties.

16. Radio Licences

- a. NbW will not be liable for any loss or damage should a radio licence not be granted or renewed by the relevant authority, unless this is caused by the acts or omissions of NbW.
- b. Radio licences run for a period of a year, or to the 30 June following grant of the licence if shorter, and must be paid for in advance. Payments for radio licences are not refundable.
- c. Once purchased, the price of a radio licence is fixed for the duration of the licence. Renewal prices are not fixed, and may be amended by NbW.
- d. A minimum of 30 days' notice of termination must be given prior to expiry of a radio licence, else it will automatically be renewed and a further annual charge will become payable.
- e. Invoices for radio licences are payable within 30 days from date of invoice.

- f. Should a radio licence not be paid for by the due date, then NbW may so arrange that any equipment subject to that licence is stopped from transmitting and passing data, until such time as outstanding amounts are paid. The Customer will indemnify NbW against any loss caused by such action.

17. Site Shares

- a. NbW will not be liable for any loss or damage should a site share not be granted or renewed by the site landlord, unless this is caused by the acts or omissions of NbW.
- b. Site shares are granted for a minimum period of a year, and must be paid for in advance. Payments for site shares are not refundable.
- c. An existing site share may be extended, subject to a minimum extension of six months, provided that it has at least nine months left to run.
- d. Once purchased, the price of a site share is fixed for the duration of the period paid for. Renewal prices are not fixed, and may be amended by NbW.
- e. Unless otherwise stated, a minimum of 28 weeks' notice of termination must be given prior to expiry of a site share, else it will automatically be renewed and a further annual charge will become payable.
- f. Should a site share not be paid for by the due date, then NbW may so arrange that any equipment on the affected site be removed at the Customer's cost, and held by NbW pending payment of any outstanding amounts. The Customer will indemnify NbW against any loss caused by such action.
- g. Following termination of a site share, the Customer is responsible for the costs of de-installing all equipment, making good as required by the site owner, and transportation to the Customer's premises. Should the Customer fail to arrange for the equipment to be de-installed by the end of the termination notice period, NbW will do so on their behalf, and the Customer will be liable to NbW for all the reasonable costs of so doing.
- h. Any contractual terms and conditions agreed between the site owner and NbW shall also apply between NbW and the Customer respectively. If such terms and conditions contradict any terms and conditions herein written, then these terms and conditions shall apply.

18. Maintenance

- a. Maintenance cover will not take effect until payment has been received by NbW.
- b. Maintenance services provided will be defined in a Service Level Agreement (SLA). The SLA will also define what equipment is covered by the maintenance services. No equipment will be covered by any maintenance services unless expressly accepted into maintenance by NbW.
- c. Under the SLA, there will be certain exception conditions under which maintenance services cannot be provided. These exceptions will be defined within the SLA.
- d. If the Customer calls NbW out to rectify a fault, and the fault is found not to be covered under the SLA, then provided the Customer could reasonably have established this, a charge may be made by NbW for any time and materials spent investigating the fault.
- e. NbW warrants that the equipment covered under the SLA will be free from defects in materials and workmanship during the maintenance period, provided that payment has been made for the maintenance service in accordance with the Conditions.
- f. Where NbW has not initially installed the equipment covered by the SLA, or where there has been a gap in maintenance cover since NbW last maintained the equipment, NbW may require to audit the equipment, and require remedial works to be carried out prior to accepting equipment into maintenance.
- g. Unless otherwise stated, a minimum of 3 months' notice of termination must be given prior to expiry of the maintenance cover, else it will automatically be renewed and a further annual charge will become payable.

19. Lightning Protection

Radio equipment can be susceptible to lightning strikes, due to the position in which it is required to be sited to ensure efficient operation. Where lightning protection exists on any building or structure onto which NbW is installing equipment under the Contract, NbW will endeavour to cross-bond the equipment being installed to the existing lightning protection, provided it is no further than 12 metres away. Where this is not possible, or where existing lightning protection is further away than 12 metres from the installation, it is the responsibility of the Customer to provide suitable lightning protection for the

equipment. In no circumstances will NbW be liable for the costs of any damage caused by lightning damage.

20. Risk and Title

- a. Risk of damage or loss to the goods shall pass to the Customer on delivery by NbW to the delivery address.
- b. Notwithstanding delivery and passing of risk in the goods, title to the goods shall not pass to the Customer until NbW has received in cleared funds all sums due from the Customer in respect of all goods and services sold by NbW to the Customer under any contract.
- c. Until title passes to the Customer, the Customer will hold all goods in a fiduciary capacity on behalf of NbW, and keep the goods properly stored, insured and separately identified as the property of NbW. The Customer shall be entitled to sell the goods on reasonable commercial terms in the normal course of his business, but shall account to NbW for the proceeds of sale to the invoice value of the goods. NbW may require the Customer to deliver up the goods and, if the Customer fails to do so, NbW shall have the right to enter the premises where the goods are reasonably thought to be kept and take possession of them.

21. Confidentiality and Non-Disclosure

The Parties agree that all drawings, plans, designs, technical information and data (the "Information") received by either Party from the other relating to the Order or any other project discussed between the Parties shall be treated as confidential, and the receiving Party shall use at least the same duty of care to keep the Information confidential as it uses to protect its own similar information. The receiving party agrees not to use or disclose the Information to any third party, except as may be necessary for the performance of its obligations under the Contract. This commitment shall terminate seven years from the date of receipt of the Information. This condition does not apply to Information which (i) becomes through no fault of the receiving Party generally known or available; (ii) is known to the receiving Party at the time it is received from the disclosing Party; (iii) is given to any third party by the disclosing Party without restriction on disclosure; or (iv) is given to the receiving Party by a third party without restriction on disclosure.

22. Insolvency of Customer

If the Customer has insolvency or bankruptcy proceedings instituted against it, or has a receiver, manager, administrator or administrative receiver appointed over any of its assets or suffers a similar occurrence in any jurisdiction, or if NbW reasonably apprehend that any such event is about to occur, then NbW may terminate the Contract immediately without liability. The termination of the Contract shall be without prejudice to the rights and duties of either party accrued prior to termination.

23. General Conditions

- a. If any of the Conditions is held by any competent authority to be unlawful, invalid or unenforceable in whole or in part then the validity of the remainder of the Condition in question and all other Conditions shall not be affected and shall continue to be enforceable to the fullest extent permitted by law.
- b. Any notice required or permitted to be given shall be in writing addressed to the other Party at its registered office or principal place of business, and shall be deemed to have been received, in the case of a facsimile, upon transmission and in the case of a letter, forty eight hours after posting.
- c. The Contract shall be governed by the laws of England and the Customer agrees to the non-exclusive jurisdiction of the English courts.
- d. The Customer shall not assign or sub-contract the whole or any part of this Contract without the prior written permission of NbW.
- e. Failure or neglect by NbW to enforce at any time any of the Conditions shall not be a waiver of NbW's rights and it shall not affect the validity of the whole or any part of the Conditions or prejudice the Customer's right to take subsequent action.