#### CONDITIONS OF SUPPLY

## **GENERAL**

- 1) Unless otherwise stated in a quotation or invoice, settlement of accounts is due within 14 days of invoice date.
- 2) All systems and components supplied are second user, unless otherwise stated.
- 3) 2020 accept no responsibility for the maintenance of, or installation of, or the inclusion of, the components under the terms of any maintenance contract, which may exist. This shall remain the sole responsibility of the customer at all times.
- 4) The 3 month warranty offered by 2020 on second user components and handsets and the manufacturer's warranty offered on new equipment shall be null and void in the event that the components supplied are installed in any system by any other than the BSI approved designated maintenance authority for that system. Such maintenance authority to be in possession of a support agreement from the product manufacturer and to utilise fully trained personnel at all times. Alternatively, and only with the express agreement and written approval of the designated system maintainer, the components may be installed by any other suitably approved body.
- 5) It shall remain the sole responsibility of the customer to include the components supplied under the terms and conditions of any maintenance contract applicable to the system into which the components are to be installed. Failure by the customer to include the components supplied as a part of, or as a supplement to a maintenance contract prior to the installation of the same, shall invalidate any warranty offered by 2020.
- 6) Unless otherwise stated, all UPS and many peripheral products are new and unused and 2020 therefore will pass on the manufacturer's warranty for such goods.
- 7) 2020 accept no responsibility or liability for consequential or any other loss as a result of our supply of goods and/or the installation of such goods, (in accordance with clauses 4 and 5 above).
- 8) The goods shall be at the customer's risk at the time of delivery, or, if the customer has arranged the collection of the goods, at his risk on the date the goods are ready for collection.
- 9) The customer is required to inspect the goods on receipt and to notify 2020 of any defects or complaints within 7 days of receipt of said goods.

## PROPERTY IN THE GOODS

- 1) Notwithstanding risk in the goods passes to the customer in accordance with clause 8 of the above conditions. The goods shall remain the sole and absolute property of 2020 and title to and legal and equitable ownership of the goods shall not pass to the customer until payment is received by 2020 of all monies due from the customer to 2020 in respect of all goods supplied by 2020 to the customer and the customer acknowledges that until such payment is made in full, it is in possession of the goods solely as a fiduciary of 2020.
- 2) The customer is licensed by 2020 to use, or to agree to sell goods, provided that the entire proceeds of any sale of such goods are held in trust for 2020 and are not mixed with other monies, or paid into an overdrawn bank account and shall, at all times, be identifiable as 2020's money until title of the goods passes to the customer in accordance with clause 1 of 'property in the goods'.
- 3) 2020 may, for the purpose of recovering its' goods, enter upon any premises where they are stored, or where they are reasonably thought to be stored and may repossess the same.

#### SYSTEMS ONLY

1) On supply of complete systems, an amount equal to 50% of the total order value is due payable on delivery to the customer's offices; 30% to be due payable on "Ready For Service" (RFS), with the balance, 20%, to fall due subject to meeting current Pre-Connection Inspection and Maintenance Acceptance Testing procedures. Any variation to these terms must be agreed in writing.

# TRADE SALES

- 1) On trade sales where the equipment is to be "sold on" to a third party, the total amount is due and payable on delivery.
- 2) 2020 Networks will not deliver goods to trade customers unless we have a personal guarantee signed by at least one executive director of that company.
- 3) Warranty on all goods to be limited to 28 days from delivery, during which time the buyer shall be deemed to have had sufficient opportunity to fully appraise himself of the functionality and suitability of the goods.