

## **TERMS AND CONDITIONS OF SALE**

- 1. GENERAL** (a) Unless otherwise expressly stated by the Company in writing all quotations are made and order accepted on the following terms and conditions.
- (b) In these conditions  
“Company” means Rainbow Telecom Ltd.  
“Contract” means any contract made subject to these conditions.  
“Customer” means any person with whom the Company enters into a contract subject to these conditions.  
“Equipment” means the subject matter of the contract or any part thereof.

**2. OTHER PRINTED OR STANDARD CONDITIONS** These conditions and the Contract constitute the entire understanding of the parties and shall apply to the contract to the exclusion of any other contractual terms and conditions and no contractual terms contained in any document sent by the Customer shall be of any effect with respect to the contract unless expressly accepted by the Company in writing. The Customer acknowledges that it has not relied on the basis of any representation, warranty, undertaking or statement that is not set out in these conditions. These conditions may not be carried or waived except with the express written agreement of Rainbow Telecom Ltd.

**3. ORDERS** The Company reserves the right to accept or refuse orders: it may terminate or suspend delivery under the contract without notice in the event of any failure by the Customer to observe or perform any of its obligations or it appears to the Company that the Customer will or is likely to fail to observe or perform any of its obligations.

**4. CATALOGUES ETC** Catalogues, brochures, price lists, drawings and all advertising material and all other documents of a similar nature are subject to alteration without notice and are only an indication of the type of equipment available and shall not be binding on the Company nor be deemed in any way to modify these conditions.

**5. PRICES** All prices are as stated and are exclusive of VAT which will, where appropriate be charged at the current rate.

**6. CANCELLATION OF ORDERS** The Customer shall have no right to cancel an order unless the Company expressly agrees in writing to the cancellation. In the event of any cancellation of an order the Customer shall pay 30% of the total order value against any costs, expenses, loss of profit or losses incurred by the Company prior to or as a result of such cancellation without prejudice to any other rights the Company may have.

**7. PAYMENT** Unless otherwise agreed in writing payment is due in accordance with the Terms and Conditions overleaf. Interest payable on demand, shall accrue from day to day on overdue amounts under the contract at the rate of 2% p.a. above Lloyds Plc base lending rate. In the event there is a problem on part of the order, the Customer may (with the express written permission of the Company) hold back only that part of the order which is a ‘dispute’. The Customer shall have no right whatsoever to withhold the total amount due or balance to be paid where it is more than the value of the item in dispute.

**8. TITLE** The property in the equipment shall remain with the Company until the Company has received payment in full for such equipment. If the equipment is delivered to the Customer until such receipt by the Company the Customer shall be deemed to be a bailee of the equipment. Under the terms of this bailment if payment of the total price for the equipment is not made on the due date the Company shall have the right with or without notice at any time to retake possession of the whole or part of the equipment (and for that purpose to go upon any premises occupied by the Customer).

**9. SUPPLIERS** The Company accepts no liability in the event of failure by outside suppliers to meet their responsibilities.

**10. LAW** The Contract is governed in accordance with English Law.