



Future Voice and Data Ltd./FVDL Terms and Conditions of Sale

Definition

The "Company" shall mean Future Voice and Data Ltd.

Price

All prices listed are subject to VAT at the rate prevailing. Where prices have been given inclusive of installation these are generally valid for acceptance up to 30 days.

Supply of Goods

You are referred to our Terms and Conditions of Sale as herein stated. All orders taken by the Company are subject to these terms and you should not place any order or any further orders unless and until you have read and understood our Terms and Conditions which will bind you in any business undertaken with us. You are deemed to have accepted our Terms and Conditions on taking the delivery of goods ordered. In the event that you do not accept or wish to accept our Terms and Conditions, then all goods must be returned to us unopened, as received and unused, with full original packing and instructions, carriage paid, fully insured, within three working days from the receipt of the goods, without prejudice, however, to our rights against you for any resultant breach of contract. Any goods not returned within that period, for whatever reason, are deemed accepted by you in accordance with our Terms and Conditions by which you will be fully bound.

Variation to Terms and Conditions

All goods supplied by the Company to you are supplied with the express understanding that they are supplied in accordance with our Terms and Conditions of Sale set out herein. No variation or attempted variation of these Terms and Conditions made by the customer in any purchase order given by you to us, or otherwise shall be accepted by the Company unless such variations are accepted by the company in writing and signed and signed by a director of the company. Should you need to make any variation to our Terms and Conditions to accommodate individual ordering, accounting or company procedures Future Voice and Data Ltd are happy to discuss such variations, and where possible, come to an agreement to accommodate them. Requests for such variations should be made in writing to the director of the company, and orders will be deemed to be conforming to our standard Terms and Conditions until such time any such variation has been accepted in writing and signed by a director of the company.

Product Guarantee (excluding equipment requiring a maintenance contracts)

Future Voice and Data Ltd does not offer product guarantee but each individual manufacturer offers warranties relating to their own product. Customers are strongly advised to consider the terms of the product warranties and their implications before ordering the goods.

Product Guarantee (equipment requiring a maintenance contract)

When legislation or mutual agreement requires that Future Voice and Data Ltd provides contract Maintenance on an installed system, repairs to that equipment shall be in accordance with the Company's separate Maintenance agreement conditions.

Carriage and Charges

Carriage is charged at the rate of £8.95 plus VAT per consignment of up to 20 kilos plus £6.95 for each further 25 kilos or part thereof. We reserve the right to alter carriage charges at any time.

Returns

All returns are subject to our authorised returns procedure, a copy of which is available upon request.

Goods Ordered in Error

Future Voice and Data Ltd will invoice a handling fee of £10.00 plus VAT per item or 20% of the total order cost whichever is the greater. Such errors must be notified to the authorised returns department within 7 days of the receipt of the goods/ provisional system installation date in writing. Systems which have been installed and accepted onto your premises are not returnable. Goods ordered in error and not returned within 30 days must be paid for in full.

Cancellation of Orders

Any cancellation of goods ordered must be notified to us, in writing before the goods are dispatched or installed. Future Voice and Data Ltd reserves the right to levy a cancellation charge in accordance with the scale stated at the above paragraph "Goods Ordered in Error".

Payment and Credit Terms

Unless otherwise agreed in writing a 30% deposit will be due upon receipt of order. Balance payable on completion/delivery. Under no circumstances will the goods be dispatched to any company with an overdue account unless otherwise agreed in writing. Interest will be charged on all overdue balances at a rate of 2.5% per month, compounded monthly, until the payment is received in full. All costs, charges and expenses incurred by the company in recovering any debt shall be paid by you (the customer) on a full indemnity basis. Should payment not be made in 14 days, Future Voice and Data Ltd will be entitled to charge (in addition to interest and legal costs ordered by the court, and without prejudice to any other rights or remedies available to FVDL) the sum of £85.00 plus VAT or 10% of the total debt, whichever is greater, by way of liquidated damages and a contribution to the administration costs, together with such other sums may be reasonably incurred by the Company in taking steps to secure payment.

Copy Invoices/Statements

All invoices in respect of goods and/or service supplied by the Company to you the customer and are dispatched from the company to either the delivery address of the goods, or the address of which such services have been given, or to such other addresses as given to us in writing. Should you not receive an invoice for goods or service within 7 days of receipt of such goods or services, you should notify us in 3 days and a copy invoice will be supplied to you without charge. Should you receive a statement showing the details of an invoice which has not been received, or should you verbally be notified by us of an outstanding invoice of which you have no record you should notify us within 3 days of requesting a copy invoice. Failure to notify us will be taken as confirmation on your part that the invoice has been received. We reserve the right to charge £4.00 plus VAT per copy invoice. Nothing in this paragraph shall prevent the Company from charging interest or administration charges on overdue payments.

Title to Goods

Future Voice and Data Ltd remains the owner of all goods and supplied to the customer until such time payment has been received in full from the purchaser. The goods will remain the property of Future Voice and Data Ltd and the buyer will store them so they are readily identifiable as Future Voice and Data's goods, until such time as payment has been received in full. If the goods have been re-sold, FVDL's beneficial entitlement shall be attached to the process of the re-sale and will be able to claim the full purchase price of the proceeds received. Future Voice and Data Ltd 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. It is the sole responsibility of the purchaser to ensure that all goods received from the Company are fully insured against the eventuality, including, but not limited to, fire, theft, flooding etc. until such time ownership of the said goods has passed to the purchaser. Should goods become damaged in any way after they have been received by the purchaser, the purchaser will be liable to pay the Company the full purchase price of the goods.

Force Majeure

Future Voice and Data Ltd will not be liable to the customer for any failure to perform its obligations due to any circumstances beyond its control (including without limitation, strikes, lockouts, industrial disputes, failure of power supplies, delays caused by British Telecommunications Plc or any other person, firm or company, delays caused by any manufacturer of the goods, riots, civil disturbances, war and warlike activity, embargo, fire, explosion, flood or natural causes).

Limit of Liability

Except in respect of death caused by the company's negligence the company shall not be liable to the buyer by any reason of any representation or implied warranty condition or other term for any duty at common law under the express terms of the Contract for any consequential loss or damage (whether loss of profit or otherwise) costs expenses or other claims or consequential compensation whatsoever whether caused by the negligence of the Company, its employees, representatives, agents or otherwise which arise out of or in connection with the supply of Goods or the use or resale of such Goods by the buyer. In any case the company's liability shall not exceed the original price of the goods.

Discounted Calls Plan

To help the customer reduce ongoing call charges Future Voice and Data Ltd will automatically configure all new systems to route via their partners discounted calls network. Providing a contract has not been signed, this service can be cancelled within 7 days providing the request has been received in writing.