

STANDARD TERMS & CONDITIONS OF BUSINESS

1. Definitions

- a. "CSE Crosscom" shall mean CSE Crosscom Limited, its branches, agents and representatives.
- b. "Customer" shall mean any Company or its representative, Private Individual or Organisation to which CSE Crosscom provides any or all of its available services, (i.e. Sales, Service, Short Term Hire, Long Term Rental).
- c. "Service" shall mean the repair, maintenance and/or refurbishment of equipment and shall include work carried out by way of installation of equipment and Preventive Maintenance Inspection (PMI) of equipment under any current maintenance agreement.
- d. "Equipment" shall mean legally licensed radio transmitting and/or receiving equipment and/or accessories thereof.
- e. "Short Term Hire" (STH) shall mean the temporary loan of equipment for a period not exceeding one year.
- f. "Long Term Rental" (LTR) shall mean the temporary loan of equipment for a period as stated in the rental agreement details.

2. Quotations and Estimates

- a. An estimate provided by CSE Crosscom, at the request of a prospective customer, shall be based on available cost information at the time, and will be for budgetary purposes only.
- b. Quotations provided by CSE Crosscom will be based on prices and/or charges current at the time of quotation and shall be valid for a period of 30 days from the date of the quotation unless otherwise stated. This validation period may only be extended by agreement in writing from CSE Crosscom.
- c. All work or actions taken by CSE Crosscom necessary for the preparation and provision of a quotation and/or estimate for Service will be chargeable to the customer requesting such quotation in the event of the Service not being undertaken by CSE Crosscom for whatever reason within the agreed validation period. This charge will be based on rates current at time of quotation plus costs of any material necessarily used in pursuance of the quotation.
- d. Customers placing an order with CSE Crosscom subsequent to a quotation and/or estimate for Services will (with the exception of any materials costs) be exempt those charges noted in para 2c. above.

3. Customer Orders

- a. Companies/Organisations or their representatives
 - (i) Customer orders for Purchases, Service, STH or LTR of equipment to be supplied by CSE Crosscom are to be made in writing on official letter headed paper bearing the customers full company details. Such orders should clearly state the full requirements. Payment terms, delivery instructions etc. and be signed by an authorised signatory of the company.
 - (ii) Preliminary verbal orders will be accepted by CSE Crosscom, however, no actions will be taken to complete such orders prior to receipt of written confirmation from the customer, as in para 3a (i). above.
 - (iii) Written orders in the form of an email or letter are acceptable provided such orders meet with the terms set out in para 3a (i). above, and will constitute a legally binding agreement between CSE Crosscom and the customer concerned.

4. Credit/Account Facilities

- a. Companies and Organisations
 - (i) Credit/Account facilities may be requested by Companies or Organisations which have carried on regular business with CSE Crosscom over a minimum period of 6 consecutive months. Such requests are to be made on the appropriate documentation available from CSE Crosscom.

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- (ii) Companies or Organisations which have not met the terms of para 4a (i) above, may still apply for the facility, however, payment for any work carried out prior to clearance and acceptance for credit facilities will be by cash, credit card, or bank transfer only (subject to normal clearance).
 - (iii) All requests for credit and/or account facilities will be subject to credit clearance checks and procedures by CSE Crosscom prior to acceptance and commencement of such facilities.
 - (iv) All invoices are to be settled within 28 days from date of invoice. Failure to do so may result in the credit/account facility being withdrawn.
 - (v) CSE Crosscom reserves the right to reject any applications for credit/account facilities without explanation or prejudice.
 - (vi) Payment in respect of purchases will only be accepted in the form of a recognised acceptable credit card (subject to clearance), bank transfer or cash.
- b. Private individuals: - Credit/Account facilities are not normally extended to private individuals.

5. Delivery of Equipment to the Customer

- a. Equipment Purchased, Serviced by, or Hired under a STH or LTR agreement from CSE Crosscom will be delivered to the customer's address indicated on the order, unless otherwise requested in writing.
- b. Equipment for customers without credit/account facilities will only be released on settlement of all charges under the terms of the order for any such equipment, purchased from hired or loaned under STH or LTR agreement, or Serviced by CSE Crosscom.
- c. Delivery will be made by any such suitable means CSE Crosscom considers appropriate, and shall be charged to the customer, such charges to be included as part of the appropriate invoice or bill.
- d. CSE Crosscom accepts no responsibility for loss, damage or delay in delivery however caused outside their direct control.
- e. Any damage or loss detected to a delivered consignment and/or equipment is to be notified to CSE Crosscom and the delivery agent, in writing, within 2 days of receipt. All original packaging material is to be retained to assist with any subsequent investigation of such loss or damage.

6. Non-Receipt of equipment

Non receipt of dispatched equipment must be notified to CSE Crosscom and the delivery agent in writing within 5 working days following the date of dispatch, if known.

7. Return of Equipment to CSE Crosscom

- a. The full responsibility and liability for loss, damage and/or non-delivery of any equipment returned to CSE Crosscom rests with the customer until such time as the said equipment is received at CSE Crosscom's premises. Proof of such receipt will be by signature of an authorised representative of CSE Crosscom only. The onus to provide such proof of receipt by CSE Crosscom rests with the customer in all cases of dispute.
- b. Should the method of return of equipment to CSE Crosscom be by any means which precludes "proof of delivery" by signature then the customer shall accept full responsibility in the event of non-delivery and be liable for the full replacement costs of such equipment.
- c. The customer shall ensure that any equipment returned to CSE Crosscom is adequately covered by insurance (or other means) for its full replacement value in the event of loss or damage.
- d. CSE Crosscom accepts no responsibility or liability for loss or damage to any equipment returned to CSE Crosscom by whatever means.
- e. The customer will be liable for any charges or costs incurred by CSE Crosscom for whatever reason, through loss or damage however caused to any equipment returned from hire under a STH or LTR agreement.
- f. Equipment returned to CSE Crosscom for warranty repair or replacement is to be packaged securely in its original packing and insured against loss or damage for its full replacement value.

8. Equipment on Loan/Hire to a Customer

- a. Any equipment owned by CSE Crosscom, that is loaned/hired to a customer for whatever reason, is to be insured by that customer against loss or damage however caused, for its full replacement value.
- b. The customer is liable for any charges or costs incurred by CSE Crosscom in rectifying any fault; failure; or damage to any equipment on loan/hire caused through neglect, mishandling, or abuse of such equipment. CSE Crosscom reserves the right to take whatever action is necessary to recover such costs or charges from the customer.
- c. The hire charge for Radios commences from the time the radios leave CSE Crosscom's premises and is terminated at the end of the previously agreed period of hire or when the radios are returned there, or (if damaged) repaired, or (if lost or damaged beyond repair) paid for, whichever is the later.

9. Notification of Completion

- a. When customer's equipment, which has been serviced by CSE Crosscom, is ready for dispatch/collection, CSE Crosscom will (in the absence of any other customer instructions) inform the customer accordingly. For all non-account customers, invoices will have to be settled prior to such dispatch/collection.
- b. Disposal on default
 - (i) In the case of non-account customers if payment has not been made and collection and/or delivery of the equipment not taken place within 28 days of the notification of completion date, then CSE Crosscom reserves the right to dispose of any such equipment to their best advantage in order to recover any costs and/or charges involved.
 - (ii) CSE Crosscom accepts no responsibility or liability for any outstanding costs and/or charges owing to any third party connected with, or in any way pertaining to, any such equipment which is not collected and/or delivered, which is disposed of under the terms of para. 9b.(i) above.

10. Payments

- a. Accounts
 - (i) All invoices are to be settled in full within 28 days of the invoice date, unless prior agreement on settlement has been obtained in writing from CSE Crosscom.
 - (ii) Failure to abide by paragraph 10a (i) above may lead to refusal of account facilities and such action as deemed necessary by CSE Crosscom being pursued in order to recover all monies due together with all charges incurred by CSE Crosscom in pursuance of such settlement.
- b. Non-account
 - (i) Payments from customers with no account facilities are to be made prior to delivery.

11. Legal Title

All equipment supplied by CSE Crosscom shall remain the property of CSE Crosscom by way of Legal Title until such time as all outstanding monies (including installation charges etc) are remitted and the funds cleared through the bank, only then shall Legal Title revert to the customer.

12. Amendments and Changes

CSE Crosscom reserves the right to amend, update or otherwise change these terms and conditions without prior notice.