

STANDARD TERMS AND CONDITIONS FOR SUPPLY OF SATELLITE GOODS & SERVICES OF IVATEC LTD

1 DEFINITIONS

In this document the following words shall have the following meanings:

1. "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
2. "Customer" means any person who purchases Goods and Services from the Supplier;
3. "Goods" means the articles specified in the invoice or proforma invoice ;
4. "Proforma Invoice" means a statement of work, quotation or other similar document describing the Goods and Services to be provided by the Supplier;
5. "Services" means the services specified in the Invoice or Proforma Invoice and Grade of Service Document;
6. "Supplier" means Iivatec Ltd of 122 Ashton rd, Golborne, Warrington, WA3 3UX;
7. "Terms and Conditions" means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Supplier.
8. "Company Website" means www.ivatec.co.uk

2 GENERAL

1. These Terms and Conditions shall apply to all contracts for the supply of Goods and Services by the Supplier to the Customer and shall prevail over any other documentation or communication from the Customer.
2. Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Supplier.
3. Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Goods and Services, by virtue of any statute, law or regulation.
4. Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Consumer.

3 THE ORDER & SERVICE

1. Any Invoice or Proforma Invoice attached to these Terms and Conditions shall remain valid for a period of 30 days.
2. The Customer shall be deemed to have accepted the terms and conditions and understanding of the Grade of Service purchased by placing an activation form for the service with the Supplier ("the Order") within the period specified in Clause 3.1.
3. All Orders for Goods and Services shall be deemed to be acceptance of the Grades of Service and hardware ownership conditions pursuant to these Terms and Conditions.

4 PRICE AND PAYMENT

1. The price for the Goods and Services is as specified in the Invoice or Proforma invoice.
2. Payment of the price shall be in the manner specified in the Invoice or Proforma invoice. In addition the Customer will provide credit/debit card details to guarantee the agreed service contract.

3. The service contract is 24 months renewable & continuous. A fee equal to the value of the remaining service will be applicable in the event of early cancellation by the customer. The Customer authorizes the Supplier to charge this fee using the credit/debit card details supplied during the initial sales process.

4. The billing cycle will be brought in line with the end of the calendar month online; any days of service outstanding being applied as a credit on the next subscription invoice, the due date of which being one week before this period end, subsequent invoices provided monthly thereon are required to be paid by standing order.

5. Subscription package up/downgrades will be applied to the following month of service on any request made before the 23rd of any given month; the prepayment of service equal to the value of the requested subscription.

6. If the Customer fails to make any payment on subsequent invoice due dates the supplier shall be entitled to suspend the service until payment for the next subscription period is made. Where a suspension of service is enacted the supplier will be entitled to make an administration charge of £26.50 for reactivation of the service. Any charges made by financial institution for failed transfers returned cheques etc shall be borne by the customer. In the case of service disconnection then the Customer shall forfeit the subscription deposit.

5 DELIVERY

1. The date of delivery specified by the Supplier is an estimate only. Time for delivery shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods.

2. Ivatec Ltd accepts no responsibility for the loss of any Goods that occur from the time of collection of shipment from the Supplier.

3. All risk in the Goods shall pass to the Customer upon delivery.

6 TITLE

Title in the Goods shall not pass to the Customer until 36 months from the date of delivery to compensate the supplier in terms of service revenue for the discounted price of the VSAT hardware. The terminal is supplied for use only on Ivatec Ltd network platform. The supplier reserves the rights to PIN protect the hardware to ensure only Ivatec Ltd networks are used.

7 CUSTOMER'S OBLIGATIONS

To enable the Supplier to perform its obligations the Customer shall:

1. co-operate with the Supplier;

2. provide the Supplier with any information reasonably required by the Supplier;

3. obtain all necessary permissions, licenses and consents which may be required before the commencement of the services, the cost of which shall be the sole responsibility of the Customer; and

4. comply with such other requirements as may be set out in the Proposal or otherwise agreed between the parties.

8 TECHNICAL SUPPORT

1. Ongoing technical support for the Satellite service will be supplied by Ivatec Ltd via an online ticketing system and Telephone Support.

2. Should the client not have access to this ticket system then a ticket will be raised on their behalf upon contacting the Ivatec Ltd technical support line.
3. Ivatec Ltd technical support are not permitted to offer a phone call back service or online phone support to any other subscribers.
4. Technical support does not extend to the support of the clients LAN or associated LAN devices.

9 INSTALLATION

1. The 'Professional Installation Service' offered by Ivatec Ltd is subject to the terms agreed during the payment process and available to view from Company Website.
2. Installation support will be offered via a premium support line
3. Reasonable installation guidance will be supplied though in the event that Ivatec Ltd determines that the customer requires professional assistance an installation company will be recommended; the costs for an installation service will be borne by the customer.
4. Ivatec Ltd accepts no liability should a "self install" be attempted and prove to be unsuccessful, therefore no refund of product or service will be considered.

10 SUPPLIER'S OBLIGATIONS

1. The Supplier warrants that the Goods will at the time of delivery correspond to the description given by the Supplier.
2. The Supplier shall supply the Services with reasonable skill and care and to a reasonable standard in accordance with recognized standards and codes of practice. The Supplier retains the right to alter the Grade of Service to ensure network integrity.
3. The Supplier shall supply technical support in line with the support methods detailed in the Grade of Service document.
4. In addition to the Customer's statutory rights, the Supplier guarantees all Goods against faulty workmanship and materials for a period of 1 year from the date of delivery.
5. The Supplier provides the following guarantee(s) in relation to the Services offered:
In accordance with Service Level Agreement document

11 CANCELLATIONS AND REFUNDS

1. Where the Goods are faulty or do not comply with any of the contract, the Customer must notify the Supplier within 14 days of delivery and the Customer shall be entitled to replacement Goods or a full refund. The customer will be liable for return to supplier shipping costs
2. The Customer may cancel an Order by notifying the Supplier in writing at the address above within 7 days of placing an Order and any deposit paid will be refunded in full.
3. If the Customer fails to cancel the order within the time specified in Clause 9.2 any deposit paid may not be returnable.

12 LIMITATION OF LIABILITY

1. Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury, however the Supplier shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of

contract, not adhering to GOS or otherwise in excess of the price for the Goods and Services.

2. The Supplier shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

3. For the avoidance of doubt, time shall not be of the essence and the Supplier shall incur no liability to the Customer in respect of any failure to complete or provide the Services by any agreed completion date.

13 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

14 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.