

**MLL TELECOM LTD.
STANDARD TERMS AND CONDITIONS
FOR THE PURCHASE OF GOODS AND/OR SERVICES**

1 Application

The Customer hereby orders and the Supplier, by accepting this purchase order, agrees that it will supply the Goods and/or Services specified overleaf upon and subject to these conditions which shall govern the Contract to the exclusion of any other terms and conditions. Any reference to the Supplier's quotation, specification, price list or like document (whether in paper or electronic form) shall be solely for the purpose of describing the Goods and/or Services to be supplied and no terms and conditions endorsed upon, delivered with or referred to in such apply to the Contract.

2 Interpretation

2.1 In these Conditions:-

“the Customer”	means MLL Telecom Ltd. a company registered in England and Wales under number 2657917 whose registered office is at Jubilee House, Third Avenue, Globe Park, Marlow, Buckinghamshire, SL7 1EY;
“these Conditions”	means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and the Supplier;
“the Contract”	means the contract for the sale and purchase of the Goods and/or the supply and acquisition of the Services constituted by the Supplier's acceptance of the Order in accordance with these Conditions;
“the Delivery Address”	means the address stated on the Order for delivery of the Goods;
“the Goods”	means the goods (including any instalment of the goods or any part of them) (if any) described in the Order;
“the Order”	means the Customer's purchase order to which these Conditions are annexed;
“the Price”	means the price of the Goods and/or the charge for the Services;
“the Supplier”	means the person so described in the Order;
“the Services”	means the services (if any) described in the Order;
“Specification”	includes any plans, drawings, data or other information relating to the Goods and/or Services; and
“Writing”	includes email transmission and comparable means of communication.

- 2.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.
- 2.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

3 Basis of Purchase

- 3.1 The Order constitutes an offer by the Customer to purchase the Goods and/or acquire the Services subject to these Conditions.
- 3.2 The Supplier shall accept the Order placed by the Customer and a binding contract for the supply of the Goods and/or Services subject to these conditions, shall exist by whichever is the earlier of: -
 - 3.2.1 The Supplier's acceptance of the Order, in writing or orally, subject to these conditions; or
 - 3.2.2 Delivery of Goods or provision of the Services in a manner acceptable to the Customer ("Acceptance");
- 3.3 No Goods or Services shall be supplied or performed by the Supplier except in accordance herewith.
- 3.4 Any typographical clerical or other accidental error or omission in the Order placed by the Customer or in any drawings specifications, instructions, tools or other material supplied by the Customer, shall be subject to correction without any liability on the part of the Customer.
- 3.5 No variation to the Contract shall be binding unless agreed in Writing between the authorised representatives of the Customer and the Supplier.

4 Specification

- 4.1 The quantity, quality and description of the Goods and/or the Services shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable Specification supplied by the Customer to the Supplier or agreed in Writing by the Customer.
- 4.2 Any Specification supplied by the Customer to the Supplier, or specifically produced by the Supplier for the Customer, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Customer. The Supplier shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Supplier, or as required for the purpose of the Contract.
- 4.3 The Goods shall be marked in accordance with the Customer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.
- 4.4 The Supplier shall not unreasonably refuse to take any steps necessary to comply with any request by the Customer to inspect or test the Goods during

manufacture, processing or storage at the premises of the Supplier or any third party prior to despatch, and to provide the Customer with any facilities reasonably required by the Customer for inspection or testing.

- 4.5 4.5 If as a result of inspection or testing the Customer is not satisfied that the Goods and/or Services will comply in all respects with the Contract, and the Customer so informs the Supplier within seven days of inspection or testing, the Supplier shall take such steps as are necessary to ensure compliance.
- 4.6 The Supplier shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and/or the performance of the Services.
- 4.7 The Supplier will comply with the specific terms relating to the performance of Services set out in the Annex to these Conditions.

5 Price of the Goods and/or Services

- 5.1 The Price of the Goods and/or the Services shall be as stated in the Order and, unless otherwise so stated, shall be:-
 - 5.1.1 exclusive of any applicable value added tax (which shall be payable by the Customer subject to receipt of a VAT invoices); and
 - 5.1.2 inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies other than value added tax.
- 5.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Customer in Writing.
- 5.3 The Customer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier to the Customer, whether or not shown on its own terms and conditions of sale.

6 Terms of Payment

- 6.1 The Supplier shall be entitled to invoice the Customer on or at any time after delivery of the Goods or performance of the Services, as the case may be, and each invoice shall quote the number of the Order.
- 6.2 Unless otherwise stated in the Order, the Customer shall pay the Price of the Goods and/or the Services within 30 days after receipt by the Customer of a proper invoice or, if later, after Acceptance of the Goods or Services in question by the Customer.
- 6.3 The Customer shall be entitled to set off against the Price any sums owed to the Customer by the Supplier.

7 Delivery

- 7.1 The Goods shall be delivered to, and the Services shall be performed at, the Delivery Address on the date or within the period stated in the Order, in either case during the Customer's usual business hours.

- 7.2 Where it is agreed in writing that the date of delivery of the Goods and/or of performance of the Services is to be specified by the Supplier after the placing of the Order, the Supplier shall give the Customer reasonable notice in writing of the specified date.
- 7.3 The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.
- 7.4 A packing note clearly quoting the number of the Order must accompany each delivery or consignment of the Goods.
- 7.5 If the Goods are to be delivered, or the Services are to be performed, by instalments, the Contract will be treated as a single contract and not severable.
- 7.6 The Customer shall be entitled to reject any Goods delivered and/or Services performed which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods or Services until the Customer has had a reasonable time to inspect them following delivery or performance, as appropriate.
- 7.7 The Supplier shall supply the Customer in good time with any instructions or other information to enable the Customer to accept delivery of the Goods and/or performance of the Services.
- 7.8 The Customer shall not be obliged to return to the Supplier any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Customer.
- 7.9 If the Goods are not delivered or the Services are not performed on the due date then, without prejudice to any other remedy, the Customer shall be entitled to deduct from the Price or (if the Customer has agreed to pay any part of the Price in advance of delivery) to claim from the Supplier by way of liquidated damages for delay five per cent of the Price for every week's delay, up to a maximum of fifty per cent of the Price.

8 Risk, Property, Packing and Carriage

- 8.1 Risk of damage to or loss of the Goods shall pass to the Customer upon delivery to the Customer in accordance with the Contract.
- 8.2 The property in the Goods shall pass to the Customer upon delivery, unless payment for the Goods has been agreed to be made prior to delivery, when it shall pass to the Customer once payment has been made and the Goods have been appropriated to the Contract.
- 8.3 Goods are to be delivered to the Customer free of all carriage charges unless otherwise specifically stated in the Order.
- 8.4 The Supplier shall mark the outside of all packages with its name, the name of the Goods in English and full details of their destination.
- 8.5 All Goods shall be packed in suitable containers for optimum protection of the Goods. The Supplier shall comply with all applicable laws regulations and

international agreements relating to the packing labelling and carriage of the Goods.

9 Warranties and Liability

9.1 The Supplier warrants to the Customer that the Goods:-

9.1.1 will, both at the time of delivery and for a reasonable period of time thereafter, be of merchantable quality and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer in Writing at the time the Order is placed;

9.1.2 will be free from defects in design, material and workmanship;

9.1.3 will correspond with any relevant Specification or sample; and

9.1.4 will comply with all statutory requirements and regulations relating to the sale of the Goods;

9.1.5 will conform to the quality, quantity, standard and description specified in the Order.

9.2 The Supplier warrants to the Customer that the Services will be performed by appropriately qualified and trained personnel with regard to the nature of the Services to be supplied, with due care and diligence and to such high standard of quality as it is reasonable for the Customer to expect in all the circumstances.

9.3 Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract, then the Customer shall:-

9.3.1 be entitled to require the Supplier to supply replacement Goods or Services in accordance with the Contract within seven days; or

9.3.2 at the Customer's sole option, and whether or not the Customer has previously required the Supplier to supply and replacement Goods or Services, to treat the Contract as discharged by the Supplier's breach and require the repayment of all or any part of the Price which has been paid.

9.4 The Supplier shall indemnify the Customer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Customer as a result of or in connection with:-

9.4.1 breach of any warranty given by the Supplier in relation to the Goods or the Services;

9.4.2 any claim that the Goods infringe, or that their importation, use or resale by the Customer, infringes, the patent, copyright, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Customer;

9.4.3 any liability under the Consumer Protection Act 1987 (as amended) in respect of the Goods;

- 9.4.4 any act or omission of the Supplier or its employees, agents or sub-contractors in supplying, delivering or installing the Goods; and
- 9.4.5 any act or omission of any of the Supplier or its employees, agents or sub-contractors in connection with the performance of the Services;
- 9.4.6 any defective workmanship or design or the unsound quality of the Goods or Services or of any negligence of the Supplier in execution of the Order.
- 9.5 No failure or omission by the Customer to carry out or observe any of the terms or conditions of the Contract shall give rise to any claim by the Supplier or be deemed a breach of this Order if such failure or omission arises from any cause reasonably beyond the control of the Customer.
- 9.6 The Customer shall have no liability to the Supplier for any loss or damage whatsoever arising out of or in connection with this Contract or the supply of goods/services hereunder whether arising in contract, tort (including negligence and breach of statutory duty) or otherwise.

10 Termination

- 10.1 The Customer shall be entitled to cancel the Contract in respect of all or part only of the Goods and/or the Services by giving notice in writing to the Supplier at any time prior to delivery or performance, in which event the Customer's sole liability shall be to pay to the Supplier the Price for the Goods or Services in respect of which the Customer has exercised its right of cancellation, less the Customer's reasonable estimate of the Supplier's net saving of cost arising from cancellation.
- 10.2 The Customer shall be entitled to terminate the Contract immediately without liability to the Supplier by giving notice to the Supplier at any time if:-
 - 10.2.1 the Supplier makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction; or
 - 10.2.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Supplier; or
 - 10.2.3 the Supplier ceases or threatens to cease, to carry on business; or
 - 10.2.4 the Customer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.
- 10.3 The Customer may terminate the Contract at any time after the time for delivery of the Goods or performance of the Services has passed and shall not be liable to the Supplier for any loss suffered by the Supplier in respect of such termination.

11. General

- 11.1 The Order is personal to the Supplier and the Supplier shall not without the prior agreement in Writing of the Customer assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract.
- 11.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 11.3 No waiver by the Customer of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 11.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.
- 11.5 Any dispute arising under or in connection with these Conditions or the sale of the Goods shall be referred in the first instance to mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.
- 11.6 The Contract shall be governed by the laws of England.
- 11.7 A person who is not a party to the Contract shall have no rights under this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

ANNEX

Specific terms applicable to Services