

TERMS & CONDITIONS OF SALE & EQUIPMENT



1. General

1.1 This Agreement constitutes the entire agreement between the you (“the Customer”) and River Telecommunications Limited (“River”) and supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subjected matter of this Agreement. No alterations, waiver or modification of the printed terms of this Agreement shall be valid unless signed by a Director of River and by a person authorised by the Customer. Variance from the terms of this Agreement in any order or other written notification from the Customer will be of no effect or receive communication.

2. Prices

2.1 Catalogues, price lists and other advertising material are only indications of the type of goods offered and shall be subject to variations from time to time by River and no prices or other particulars contained therein shall be binding on River.

2.2 The prices stated will not apply to quantities less than those quoted herein. Changes in specification and/or suspension of work by the Customer of lack of instructions necessary to perform the contact may result in price adjustments and/or delays in delivery.

3. Specification

3.1 River reserves the right on the sale of any equipment to make before delivery any alteration to or departure from the specification or design of the equipment detailed overleaf provided that it shall not to a material extent adversely affect the performance of the equipment or the quality of the workmanship or the materials used.

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3.2 All specifications, drawings and technical documents issued by River either before or after conclusion of the contract are issued solely for the Customer's use in connection with the equipment and shall not be copied, reproduced or communicated to any third party without express consent in writing from River.

4. Delivery Dates

4.1 The delivery dates quoted are not to be regarded as being of the essence of any contract and are to be treated as estimates only, not involving River in any liability through any inability to deliver within such time by reason of Act of God, war, civil insurrection, strike, storm, fire, flood, transportation difficulties, failure of supplier to deliver, material or labour shortage, law regulation or order of any government or agency or official thereof, or any cause not within their control whatsoever.

5. Terms of Payment

5.1 Equipment notified by River as ready for dispatch or that has been dispatched will be invoiced and payment in full shall be due according to the terms stated. Our standard terms are 50% on order and 50% on completion unless otherwise agreed in writing by River. Late payments will incur interest charges of 8% above the Bank of England base rate and any additional legal and administration costs incurred by River in the recovery and collection of the said debt.

6. Security Interests

6.1 The equipment shall remain the property of River until paid for in full by the Customer.

6.2 Should payment of the amount owing under the contract not be made when due, River may remove and repossess the equipment (and for that purpose River shall be entitled to enter upon any premises occupied by the Customer) in addition to exercising such other rights or remedies as may be conferred on it by law.

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6.3 Should the customer enter into a temporary loan agreement, they agree to keep the equipment safe at all times, not loan the equipment to anyone else, only use the equipment for business purposes, accept responsibility for any damage to or loss of the equipment, and adhere to the usage limits for data. The loan equipment remains property of River at all times.

6.4 If the equipment is not returned to River within 7 days after the end of the agreed term, the customer agrees to pay the loan fee detailed on the loan equipment form until the equipment is returned in working order. River will notify the customer of any faulty or missing equipment within 28 days of the delivery back to the River offices (Unit F7 The Bloc, 38 Springfield Way, Anlaby, Hull, HU10 6RJ). If any of the equipment is faulty or missing following inspection, the customer agrees to pay the cost for the replacement item listed on the loan form immediately.

7. Inspection and Acceptance

7.1 River products are carefully inspected and tested before dispatch. Minor variations from original specifications, which do not materially affect the operation and use of the equipment shall not be sufficient grounds for withholding payment or any part thereof. Likewise, any other separate order that has not been completed at point of install shall not be grounds for withholding payment. Furthermore, River accept no liability for failure to attain performance figures.

8. Maintenance

8.1 Comprehensive maintenance of equipment will be provided under the terms of the maintenance agreement which should be entered into not later than the date of installation.

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9. Installation

9.1 The Customer shall, prior to delivery, furnish adequate electrical current and fittings at a suitable site with such facilities as may be required in accordance with River installation instructions. If any special equipment or alterations to the building are required, the cost will be paid for by the Customer. A charge will be made for any relocating of the equipment subsequent to installation. The equipment will be installed by River under the supervision of River authorised representative but the Customer is responsible for and shall furnish the necessary additional labour required by River for placing any and all equipment where free access to the installation site is not available or where installation outside River normal working hours is required.

10. Cancellation or Rejection

10.1 An order, once accepted by River is binding on the Customer and may not be cancelled unless specifically agreed in writing by River and a charge of 25% of the purchase price, or 25% of the sum of all rental payments agreed, or 25% of the sum of all payments agreed to be made under any finance agreement proposed to be activated to finance the order may be charged as a cancellation fee. River reserves the right to charge for any work done on any equipment and/or service provided up to the agreed cancellation date.

10.2 If the performance figures obtained in any test specifically provided for in the contract are outside the limits specified therein, the Customer will be entitled to reject the equipment River will be given reasonable time and opportunity to rectify its performance.

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11. Guarantee

11.1 River warrants that for a period of twelve months from the date of installation of the equipment and all components parts will be free from all defects in material and workmanship.

11.2 If the Customer shall wish to make a claim on River under the provisions of (a) above it will immediately notify River of the part or parts which it claims to be defective and if upon inspection thereof River agrees that the part(s) is/are defective and that the terms of sub clause (a) above apply River sole obligation hereunder will be limited to providing a replacement part for the one which is defective.

11.3 The warranty given by River in (a) shall not apply if the repair or replacement of a part or parts is required because of the accident, neglect or misuse of the equipment by the Customer or interference with the equipment by persons other than River engineers or except as specifically provided for herein River gives no warranties or representations express or implied statutory or otherwise.

12. Law and Arbitration

12.1 Any contact made between the Customer and River shall be governed by the law of England.

Important email addresses and phone numbers for contact support

support@riveruk.co.uk

01482 272728