

**Nationwide Cellular Fit Limited
Terms and Conditions of sale.**

1. Interpretation

1.1 In these conditions:-

“SELLER”	means Nationwide Cellular Fit Limited registered in England and Wales under number 2472939.
“BUYER”	means the person who accepts a quotation of the Seller for the sale of Goods or whose order for the Goods or Services is accepted by the Seller.
“CONDITIONS”	means the standard terms and conditions of sale set out in this document and includes any special terms and conditions agreed in writing between the Buyer and the Seller.
“CONTRACT”	means the contract for the purchase and sale of Goods and the supply of Services.
“GOODS”	means the Goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these conditions.
“GROUP”	means The Chameleon Group Limited and its subsidiaries.
“SERVICES”	means the services to be provided by the Seller to the Buyer as requested in the Contract.
“WRITING”	included e-mail, cable, facsimile transmissions and comparable means of communication.

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Basis of the sale.

2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any quotation of the Seller which is accepted by the Buyer, or any order of the Buyer which is accepted by the Seller, subject in either case to these Conditions.

2.2 The Seller shall supply the Services as requested by the Buyer and accepted by the Seller subject to these Conditions.

2.3 No variation to these Conditions shall be binding unless agreed in writing between an authorised representative of the Buyer and a director of the Seller.

2.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3. Orders and Specifications.

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed by the Seller's authorised representative.

3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods and/or Services within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.3 The quantity, quality and description of and any specification for the Goods and Services shall be those set out in the seller's quotation subject only to any subsequent variation agreed in writing by a Director of the Seller.

3.4 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, cost and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.

3.5 The Seller reserves the right to make any changes in the specification of the Goods and/or Services which are required to conform with any applicable safety or statutory requirements, or which do not materially affect their quality or performance.

3.6 No order which has been accepted by the Seller may be cancelled by the Buyer except with agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages,

charges and expenses incurred by the Seller as a result of cancellation.

4. Price of the Goods/Services

- 4.1 The price of the Goods and/or Services shall be the Seller's quoted price. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the buyer.
- 4.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods and/or Services to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller.
- 4.3 The price is exclusive of Value Added Tax.

5. Terms of Payment

- 5.1 The Seller shall be entitled to invoice the Buyer for the price of the goods and/or Services on or at any time after delivery of the Goods or provision of the Services.
- 5.2 The Buyer shall pay the price of the Goods and/or Services either prior to or at the time of delivery unless credit terms are agreed with the Seller and in which case payment shall be made within 7 days of the date of the Seller's invoice. The time of payment of the price shall be of the essence of the Contract.
- 5.3 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:-
 - 5.3.1 cancel the contract or suspend any further deliveries to the Buyer:
 - 5.3.2 appropriate any payment made by the buyer to such of the Goods (or the Goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit; and
 - 5.3.3 charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 4 per cent per annum above Barclays Bank base rate from time to time, until payment in full is made.

5.4 The Seller or any member of the Group shall have the right to set off any sums due from the Buyer against any debt owed by any member of the Group.

6. Delivery

6.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection, or, by the Seller delivering the Goods to the place notified by the Buyer to the Seller.

6.2 Any dates quoted for delivery of the Goods or Services are approximate only and the Seller shall not be liable for any delay in the delivery of the Goods or Services howsoever caused. Time for delivery shall not be the essence of the Contract unless previously agreed by the Seller in Writing.

6.3 If the Seller fails to deliver the Goods (or any instalment) for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

6.4 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:-

6.4.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or

6.4.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

7. Risk and Property.

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery to the Buyer or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full the price of the Goods and Services and all other Goods agreed to be sold by the Seller to the Buyer for which payment is then due.

7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property but shall be entitled to re-sell or use the Goods in the ordinary course of its business but any proceeds from the sale of the Goods shall be held on trust for the Seller.

7.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

8. Warranties and Liability

8.1 Subject to the conditions set out below the Seller warrants that the Goods and/or Services will correspond with their specification at the time of delivery. It is the Buyer's responsibility to keep SIM cards safe. SIM cards are damaged easily and should be handled with care. SIM cards have a limited lifespan and may need replacing from time to time. The buyer cannot guarantee the lifespan, but under normal operation, SIM cards can be expected to have a lifespan of not less than 12 months. The Buyer understands that the Seller's liability to the Buyer for a failed SIM card is limited to the cost of a replacement SIM card. The buyer will replace free of charge any SIM card found to be defective through its faulty design or workmanship, but may charge a reasonable fee for replacing it in any other circumstances.

8.2 The above warranty is given by the Seller subject to the following conditions:-

8.2.1 the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;

8.2.2 the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence,

abnormal working conditions, failure to follow the Seller's instructions (whether oral or in Writing), misuse or alteration or repair of the Goods without the Seller's approval;

- 8.2.3 the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price of the Goods has not been paid by the due date for payment;
- 8.3 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute of common law are excluded to the fullest extent permitted by law.
- 8.4 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or Services or their failure to correspond with the specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 2 working days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- 8.5 Where any valid claim in respect of any of the Goods and/or Services which is based on any defect in the quality or condition of the Goods and/or Services or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.
- 8.6 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agent or otherwise) which arise out of or in connection with the supply of the Goods and/or Services or their use or resale by the Buyer, and

the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods and/or Services (if appropriate) except as expressly provided in these Conditions.

- 8.7 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligation in relation to the Goods and/or Services, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the seller's reasonable control:-
- 8.7.1 Act of God, explosion, flood, tempest, fire or accident;
 - 8.7.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;
 - 8.7.3 acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
 - 8.7.4 import or export regulations or embargoes;
 - 8.7.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);
 - 8.7.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;
 - 8.7.7 power failure or breakdown in machinery.

9. Termination

- 9.1 This clause applies if:-
- 9.1.1 the buyer makes any voluntary arrangement with its creditors 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 purposes of amalgamation or reconstruction); or
 - 9.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
 - 9.1.3 the Buyer ceases, or threatens to cease, to carry on business; or

9.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

9.2 If clause 10.1 applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered and Services have been provided but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

9.3 Either party may terminate the Contract by giving notice in writing to the other if either party commits a material breach of these Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required to do so in the notice.

10. General

10.1 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.

10.2 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

10.3 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 provision in question shall not be affected thereby.

10.4 The contract shall be governed by the laws of England, and the Buyer agrees to submit to the non-exclusive English courts.

Sale of SIM cards

11.1 Special conditions apply to the supply by the Seller of SIM data cards. The data cards are only suitable for data transmission and it is the responsibility of the Buyer to ensure that the data card specification is suitable for the purpose required. The pricing structure comprises four elements; a connection fee; a standard monthly rental fee which the Buyer agrees will apply for a minimum of one year; an additional charge when the data

usage in any month exceeds the basic level described in the Buyer's quotation; and a roaming monthly rental fee which applies when the data card is used outside the United Kingdom in any month. It is a condition of supply that the standard monthly rental fee will be chargeable for one year in advance and payment will be due prior to connection unless waived by the Seller. In the event of cancellation by the Buyer during the year there will be no entitlement to any refund, either in whole or part. Payment for the connection fee will also be due prior to connection. Annual renewal will be automatic unless terminated by the Buyer and payment will be due prior to the anniversary date of renewal. Payment for any roaming monthly rental fee incurred will be due within 7 days of invoice date. In the event of conflict the conditions of this clause 11.1 shall supersede any other clause in this agreement. The prices and quantities shall be as set out in the Seller's quotation.