

SCHEDULE 1

PRE INSTALLATION SERVICES - TERMS AND CONDITIONS

1 DEFINITIONS AND INTERPRETATION

In this Schedule the words and expressions defined in the Terms and Conditions, in the Contract Details or in any other Schedule forming part of the Contract shall apply and, in addition, the following definition shall apply:

Pre-Installation Services means the assistance to be provided by the Supplier pursuant to condition 2.3 below together with all other services which the Supplier deems is required in readiness for installation of the Equipment at the Premises which shall include without limitation order administration, the booking of engineers and a site survey.

2 HIRE OF EQUIPMENT

- 2.1 By signing the Contract the Customer expressly agrees to hire the Equipment in accordance with the terms of the Rental Agreement, subject to the Funder and/or the Supplier (as the case may be) approving the Customer's application for finance.
- 2.2 The Customer will use its best endeavours to obtain third party finance from a Funder and to enter into a Rental Agreement as soon as possible after the date of this Order Form.
- 2.3 The Supplier shall use reasonable endeavours to assist the Customer with its application for third party finance from a Funder but shall have no liability to the Customer if any application the Customer make fails to secure the finance requested.
- 2.4 The Customer will make available to the Supplier or a Funder all information reasonably requested by either of them in support of its application for finance for the Equipment.
- 2.5 If the Customer's application for third party finance with a Funder is unsuccessful, the Supplier may, in its sole discretion, provide finance for the Customer and enter into a Rental Agreement with the Customer directly, but shall be under no obligation to do so. If the Supplier is agreeable to this the Customer agrees that it will enter into the Rental Agreement accordingly.
- 2.6 Once the Customer has entered into a Rental Agreement, the Customer will be bound by the provisions of the Rental Agreement and consequently the Customer cannot cancel the hire of the Equipment unless otherwise permitted in accordance with the terms of the Rental Agreement.
- 2.7 If the Customer's application for third party finance with a Funder is unsuccessful and the Supplier is unable or unwilling to enter into a Rental Agreement with the Customer, the Supplier will notify the Customer accordingly and the order for Equipment will be deemed cancelled without any liability on the Customer or the Supplier expect in respect of the Customer's liability to pay for Pre-Installation Services unless the Customer elects to purchase the Equipment without using third party funding.
- 2.8 By signing the Contract, the Customer expressly agrees to and authorises the Supplier to commence the Pre-Installation Services immediately and to purchase the Equipment. The Customer agrees to use all reasonable endeavours to assist the Supplier to enable the Pre-

Installation Services to be carried out (including without limitation providing access to any property reasonably required by the Supplier) notwithstanding they are carried out prior to the entry into a Rental Agreement. The Customer also expressly acknowledges and agrees that the Customer will be liable for payment in respect of such Pre-Installation Services and the Equipment if the Customer cancels the Contract as set out in condition 2.9 below or otherwise fails to enter into a Rental Agreement.

- 2.9 If, after signing the Contract, and before entry into a Rental Agreement, the Customer wishes to cancel the order for the Equipment, then the Customer is permitted to do so by giving the Supplier 5 business days' notice in writing subject to the payment of a cancellation fee as and by way of liquidated damages equal to:
- a) Costs Incurred: 15% of the cost incurred by the Supplier in purchasing the Equipment (it being acknowledged that this is a reasonable and proportionate amount which protects the Supplier's legitimate interests) together with the actual costs incurred in carrying out the Pre-Installation Services. The costs of the Pre-Installation Services will be calculated by reference to the time incurred by the Supplier employees or contractors in carrying out the Pre-Installation Services multiplied by the Supplier standard rates for such services in force at the relevant time (as set out on the Supplier's website); or at the Supplier's sole discretion:
 - b) Funder Payment: 15% of the aggregate fee and commission that would have been received by the Supplier from a Funder in the event the Customer entered into the Rental Agreement with the Funder, it being acknowledged that such fee and commission represents payment to the Supplier for introducing the Customer to the Funder and undertaking Pre-Installation Services. The Supplier agrees that notwithstanding the above in no circumstances will the Customer be liable for a cancellation fee which exceeds a sum equal to the aggregate of three (3) quarterly hire payments that would have been charged had the Customer entered into the Rental Agreement.
- 2.10 Any cancellation of this order for Equipment for any reason shall be without prejudice to any other services that the Customer has ordered from the Supplier under the Contract which shall remain in full force and effect in accordance with the applicable terms and conditions for that service. For example, if the Customer has also ordered network services, those services will continue notwithstanding termination of any other Services covered by this Contract or any order for Equipment and nothing in this Contract will operate to give the Supplier or the Customer any rights to terminate those services beyond that which is contained in the terms and conditions for those services as set out in the Contract.
- 2.11 Title to the Equipment shall remain in the ownership of the Funder at all times, unless the Customer has (a) entered into a Rental Agreement with the Supplier in respect of the Equipment, in which case title to the Equipment shall remain in the ownership of the Supplier at all times, or (b) purchased the Equipment.
- 2.12 By signing the Contract Details the Customer represents and warrants that the Customer is not an individual for the purposes of the Consumer Credit Act 1974.

3 CASH PURCHASE

- 3.1 The risk in the Equipment shall pass to the Customer on completion of delivery.
- 3.2 Title to the Equipment shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Equipment.
- 3.3 Until title to the Equipment has passed to the Customer, the Customer shall:
- a) store the Equipment separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - b) not remove, deface or obscure any identifying mark or packaging on or relating to the Equipment;
 - c) maintain the Equipment in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 7.1 a) to clause 7.1 g) of the Terms and Conditions; and
 - e) give the Supplier such information as the Supplier may reasonably require from time to time relating to:
 - i. the Equipment; and
 - ii. the ongoing financial position of the Customer.
- 3.4 Subject to clause 3.5, the Customer may use the Equipment in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Equipment.
- 3.5 At any time before title to the Equipment passes to the Customer:
- 3.5.1 the Supplier may by notice in writing, terminate the Customer's right under clause 3.4 to use the Equipment in the ordinary course of its business; and
 - 3.5.2 require the Customer to deliver up all Equipment in its possession and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Equipment is stored in order to recover them.
- 3.6 The price of the Equipment shall be the price set out in the Contract Details, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery.
- 3.7 Unless agreed otherwise by the Supplier, the Customer shall pay for the Equipment as follows:
- 3.7.1 A deposit of 50% of the price of the Equipment on signing the Contract Details; and
 - 3.7.2 The balance of the price of the Equipment to be paid within 10 days' of installation;
 - 3.7.3 in full and in cleared funds to a bank account nominated in writing by the Supplier.
- 3.8 The Supplier will pass on to the Customer the benefits of any warranties given by any third party manufacturer and no additional warranty shall be given by the Supplier.