

TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 "RCG" means RCG Global Networks Ltd.
- 1.2 "Customer" means the person, firm or company placing an order for Goods and/or Services with RCG.
- 1.3 "Goods" means all those goods and materials which are the subject of the Customer's order and which are to be supplied to the Customer by RCG under these Conditions.
- 1.4 "Contract" means the contract for the supply of Goods and/or Services formed by RCG's acceptance (which however made or communicated, shall be deemed made subject to these Conditions) of the Customer's order.
- 1.5 "Services" means those services which are the subject of the Customer's order and which are to be performed by RCG under the Conditions. 1.6 "Conditions" means these Terms and Conditions.

2. FORMATION OF CONTRACT

2.1 All Goods sold by RCG are sold subject to these Conditions and these Conditions shall be the sole terms and conditions of any sale by RCG to the Customer. Terms and conditions on the Customer's order form or other similar document shall not be binding on RCG and these Conditions shall prevail.

2.2 RCG shall provide the Services, subject to these Conditions, with reasonable skill and care and in accordance with any agreed specification. Any changes or additions to the Services must be agreed in writing by the parties.

2.3 No amendment or addition to the Contract shall be deemed to have been accepted unless accepted in writing by RCG.

3. QUOTATIONS

3.1 The prices, quantities and delivery times stated in any quotation are not binding on RCG. They are best commercial estimates only which RCG will use its reasonable efforts to achieve.

3.2 Customer acknowledges that provision of the Goods and/or Services, including in particular (but without limitation) delivery times, may be dependent on delivery of goods and/or services by third parties outside of RCG's control and accordingly RCG shall not be liable as a result of any delay or non performance by such third party. RCG undertakes to communicate Customer's required delivery dates to any third party supplier but shall not be liable as a result of any delay or failure by or as a result of such third party in meeting such delivery dates.

4. SPECIFICATIONS

All drawings, photographs, illustrations, performance data, dimensions, weights and other technical information and particulars of the Goods are given by RCG in the belief that they are as accurate as reasonably possible but are not to be treated as binding or as forming part of the Contract.

5. ORDERS AND DELIVERY

5.1 Orders are accepted by RCG subject to the availability of Goods for delivery.

5.2 Delivery of the Goods within mainland UK will be made to the address specified in the Customer's order by any method of transportation regarded as suitable by RCG at its discretion. Where RCG agrees to provide Goods and/or perform Services outside of mainland UK, delivery / performance will be as agreed by RCG.

5.3 Although RCG will use its reasonable efforts to meet delivery dates for delivery of Goods and/or the performance of Services, it shall not be liable to the Customer for any loss or damage, whether direct, indirect or consequential, if it is delayed or prevented, in whole or in part, by reasons outside of its control from delivering the Goods and/or performing the Services.

5.4 If the Customer refuses or fails to take delivery of the Goods on the date of delivery RCG will be entitled at its discretion to store the Goods at the risk of the Customer and the Customer will, in addition to

the price payable under clause 8, be liable to pay all costs and expenses of such storage and any additional costs of carriage incurred.

5.5 RCG reserves the right to deliver the Goods and/or to perform the Services in instalments at its discretion.

5.6 All Goods must be inspected by the Customer immediately on delivery. If any Goods are damaged or lost or if there has been a short delivery, the Customer must endorse the consignment note accordingly and submit a detailed written claim within three working days of the delivery of the Goods.

6. RISK

The risk of loss or damage to the Goods shall pass to the Customer upon delivery of the Goods in accordance with clause 5.2

7. PRICE

7.1 The price for the Goods and/or Services shall be that stated in the Contract (or, if none is so stated, that in RCG's then prevailing price list). Any subsequent price variation will be the subject of a separate Contract.

7.2 The price is exclusive of the cost of delivery and exclusive of Value Added Tax.

8. PAYMENT

8.1 Unless otherwise agreed in writing, the Customer shall make payment for the Goods and/or Services by means of a 40% deposit on placement of order and the balance of 60% shall be paid, in respect of Goods, on delivery of those Goods, and in respect of Services, on completion of those Services.

8.2 In the event of cancellation of this Order the deposit will only be returned to the Customer at RCG's discretion.

8.3 The Customer shall not purport to set off or withhold any payments claimed or due to RCG under this or any other contract with RCG.

9. TITLE

9.1 RCG shall retain title to the Goods notwithstanding delivery and the passing of risk until it has received payment in full of all sums due in connection with the Contract or any other account. For these purposes RCG has only received a payment when the amount of that payment is irrevocably credited to its bank account.

9.2 Until such time as title in the Goods passes to the Customer, the Customer shall hold the Goods as RCG's fiduciary agent and bailee, and shall keep the Goods separate from other goods or property of the Customer and third parties and properly stored, protected and insured and identified as RCG's property, but shall be entitled to resell or use the Goods in the ordinary course of its business.

9.3 Until such time as title in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), RCG shall be entitled at any time to require the Customer to deliver up the Goods to RCG and, if the Customer fails to do so immediately, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods, or to require the Customer not to resell or part with possession of any goods owned by RCG until the Customer has paid in full sums owed by it to RCG under this or any other contract or to withhold delivery of any undelivered Goods and stop any Goods in transit.

9.4 Unless RCG expressly elects otherwise, any contract between it and the Customer for the supply of goods shall remain in existence notwithstanding any exercise by RCG of its rights under this clause.

9.5 The Goods shall, once the risk has passed to the Customer in accordance with clause 7 or otherwise, be and remain at the Customer's risk at all times unless and until RCG has taken possession of them, and the Customer shall insure accordingly.

10. WARRANTY

10.1 RCG warrants that the Goods will be free from defects in materials and workmanship for a period of

3 months from the date of delivery and RCG will at its option refund the purchase price of the repair or replace free of charge any Goods which its examination confirms are defective, provided:

10.1.1 the Customer makes a full inspection of the Goods immediately upon delivery

10.1.2 the Customer notifies RCG forthwith of any defects, which it discovers and in any event within 2 weeks of delivery;

10.1.3 the Customer has used the Goods in accordance with any instructions or recommendation of the manufacturer of the Goods; and

10.1.4 the Goods are returned to RCG at the Customer's own expense. If following RCG's investigation of the returned goods, it is apparent that the goods are defective, RCG will reimburse the customer the carriage costs.

10.2 In no circumstances shall RCG's liability to the Customer for any breach of any warranty in condition 10.1 above exceed the price paid for the Goods with respect to which the claim is made.

10.3 RCG warrants that the Services will be performed with reasonable skill and care, and in a timely manner.

10.4 Except as provided for in these Conditions, there are no warranties, express or implied, or merchantability or of fitness for a particular purpose, or any other kind except as to title. In particular, all conditions and warranties, which would otherwise be implied by statute or under the common law, are hereby excluded.

11. LIABILITY

11.1 In no circumstances shall the liability of RCG to the Customer howsoever arising, whether in contract, tort (including negligence), breach of statutory duty or otherwise, exceed the total contract value in aggregate and per claim. Nothing in this condition 11 excludes or limits in any way RCG's liability for death or personal injury caused by RCG's negligence (or that of its personnel) or for fraud.

11.2 RCG shall under no circumstances be liable for any indirect or consequential loss or damage of whatever nature (including loss of profit, revenue, business or anticipated saving) howsoever arising even if RCG is aware of or has been advised of the possibility of such potential loss or damage. Nothing in these Conditions shall have the effect of excluding or limiting liability under the Consumer Protection Act 1987 to a person who has suffered damage caused by a defective product, or to a dependent or relative of such person.

11.3 The Customer indemnifies RCG, its personnel, agents and subcontractors in respect of all liabilities, losses, damages, actions, claims, demands, proceedings, costs, charges or expenses arising from any loss of or damage to or destruction of property, personal injury or death whether caused by the negligence of the Customer, its personnel, agents or subcontractors in executing the contract or howsoever caused, provided that the Customer shall not be liable to indemnify RCG its servants, agents and subcontractors in respect of any action, suit, claim, demand, cost, charge or expense arising from personal injury or death caused by the proven negligence of RCG, its servants, agents and subcontractors.

11.4 All recommendations and advice given by or on behalf of RCG to the Customer as to methods of storing, using or applying the Goods, the purpose for which the Goods may be applied and the suitability of using the Goods in any manufacturing process or in connection with any other materials are given without liability on the part of RCG.

11.5 RCG makes no representation or warranty that the use of the Goods by the Customer or any third party does not infringe the rights of any third party, and RCG accepts no liability in this respect.

11.6 The Customer acknowledges that RCG shall not be liable for any loss, damage, delay or default due to circumstances beyond RCG's control (including without limitation) that due to any public telecommunications operator or third party service provider. RCG shall not be liable for any loss arising as a result of any unauthorised access to or use of the Customer's telephone system or IP connection. You are liable for all charges for calls that arise from faulty equipment, incorrectly installed software, software bugs, viruses and incorrectly configured hardware that fails to disconnect from the network or

repeatedly redials. This includes any unauthorised access to or use of the telephone system or IP (Broadband connection for what is known as "Voice over IP"). Where the Customer has voicemail / automated attendant, DISA (direct access) or any form of Broadband connection for making calls of Internet protocol (IP or Internet connection for Voice over IP) to its telephone system, the Customer is solely responsible for ensuring adequate security systems are in place to prevent unauthorised or fraudulent use of such system. RCG is not liable for any liabilities, losses, damage, delay, default, costs or expenses due to circumstances beyond our control (including without limitation) that due to any public telecommunications operator or third party service provider.

12. TERMINATION

Should the Customer default in any payment to RCG or otherwise be in breach of its obligations to RCG under the Contract or under any other contract with RCG or compound with or execute an assignment for benefit of its creditors or commit any act of bankruptcy or being a company enter into voluntary or compulsory liquidation or suffer a receiver, administrative receiver, administrator or similar officer to be appointed over all or any part of its assets or take or suffer any similar action in consequence of debt or become insolvent or should RCG have reasonable cause to believe that any of these events is likely to occur, RCG may, by notice in writing to the Customer, without prejudice to any other rights, forthwith suspend or cancel any uncompleted part of the Contract or stop any Goods in transit or require payment in advance of satisfactory security for further deliveries under the Contract.

13. FORCE MAJEURE

RCG shall not be liable to the Customer for any loss, damage or delay caused to or suffered by the Customer as a direct or indirect result of the supply of the Goods and/or performance of the Services by RCG being prevented, restricted, hindered or delayed by reason of any circumstances outside RCG's control including without limitation, circumstances affecting the provision of all or part of the Goods by RCG's usual source of supply or delivery or by RCG's normal route of means of delivery or by the failure of any public telephone network.

14. WAIVER

Any failure of RCG to insist upon the strict performance of any of the terms and conditions of the Contract shall not be construed as a waiver of any such term or condition and shall in no way affect RCG's right to enforce such provision later.

15. SEVERABILITY

If any of the terms and conditions of the Contract (or part thereof) shall be found to be invalid, ineffective or unenforceable, the invalidity, ineffectiveness or unenforceability of such term or condition (or part thereof) shall not affect any other term or condition (or the other part of the term or condition of which such invalid, ineffective or unenforceable part forms part) and all terms and conditions (or parts thereof) not affected by such invalidity, ineffectiveness or unenforceability shall remain in full force and effect.

16. GOVERNING LAW

The construction validity and performance of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.