

JERSEY TELECOM EQUIPMENT PURCHASE TERMS AND CONDITIONS

These terms and conditions are important and should be read carefully. If you have any queries regarding the terms and conditions please telephone 0800 735 2345 or E-Mail businesssolutions@jerseytelecom.com

1. DEFINITIONS

In the Conditions (as defined below) the following terms shall have the following meanings unless expressly stated otherwise:

- 1.1. "Application Form" means a completed application or quotation or proposal form for purchase of Goods as signed by the Customer and returned to Jersey Telecom.
- 1.2. "Conditions" means these terms and conditions, any relevant Application Form and any written amendments, variations or additions thereto.
- 1.3. "Contract" means the agreement made between the Customer and Jersey Telecom for the supply by Jersey Telecom to the Customer of Goods which agreement is governed by the Conditions.
- 1.4. "Customer" means the person named in the Invoice.
- 1.5. "Goods" means goods sold by Jersey Telecom pursuant to the Contract.
- 1.6. "GST" means Goods and Services Tax charged, where applicable, by Jersey Telecom to the Customer at a rate of 3% of the cost of Services supplied, pursuant to the Goods and Services Tax (Jersey) Law 2007 and/or the Goods and Services Tax (Jersey) Regulations 2007.
- 1.7. "Invoice" means the document sent by Jersey Telecom to the Customer, demanding payment for the Goods.
- 1.8. "Jersey Telecom" means Jersey Telecom Limited having its office at P.O. Box 53, 1 The Forum, Grenville Street, St Helier, Jersey, JE4 8PB, its successors or assigns.
- 1.9. "Jersey Telecom group" means any direct or indirect subsidiary for the time being of JT Group Limited.
- 1.10. "Price" means the sums, including GST where applicable, charged by Jersey Telecom and payable by the Customer for the Goods.
- 1.11. "Service Level Agreement" means a service level agreement made between Jersey Telecom and its Customers together with any schedule(s) and/or any Customer-specific service level agreement, relating to the level or type of support and customer service that Jersey Telecom agrees to provide to its Customers or a particular Customer (as applicable) for the relevant service(s) provided or equipment supplied to Customer(s), the terms of which together with any amendments, variations or additions thereto, are published from time to time and available from the offices of Jersey Telecom.
- 1.12. "Support Service" means the service made available by Jersey Telecom for the maintenance, care or replacement of equipment of customers, on the terms of the Jersey Telecom Support Service Terms and Conditions published from time to time.

2. GOODS

- 2.1. Jersey Telecom shall supply and the Customer shall purchase the Goods, as principal only, such that no other party shall have any rights or obligations, or be entitled to sue or liable to be sued, under the Contract.
- 2.2. The Goods supplied are subject to the terms and conditions of the Contract, which shall prevail over any other terms sought to be introduced by the Customer. Any variation, amendment, or addition to these terms and conditions must be confirmed in writing by an authorised officer of Jersey Telecom and be appended to the Invoice.
- 2.3. Where Jersey Telecom provides other services to the Customer in connection with the Goods (for example, but not limited to, the installation, configuration or programming of the Goods), then, as the case may be, the Jersey Telecom General Services Terms and Conditions shall apply to such other services as provided to the Customer and the Customer will also be bound by any end user licence agreements applicable to the either the services provided with the Goods or the Goods (as applicable).

3. TELEPHONE ORDERING

- 3.1. Jersey Telecom may, at its discretion, accept an order for Goods on the basis of instructions received from the Customer by telephone.
- 3.2. Jersey Telecom will use its reasonable endeavours to ensure that instructions purporting to be from the Customer are indeed from the Customer or a person authorised to act on behalf of the Customer and will be entitled to accept confirmation during the course of the telephone instructions that the person giving the instructions is in fact the Customer or is authorised to act on behalf of, and to bind, the proposed Customer(s) without being required to carry out any further investigations or make any further enquiries.

- 3.3. The Customer acknowledges and accepts that it is responsible for ensuring that all information provided to Jersey Telecom by the Customer when ordering the Goods by telephone is accurate, complete and not misleading in any way whatsoever and Jersey Telecom shall be entitled to accept that such information is accurate, complete and not misleading.
- 3.4. Except as provided in clause 9.2 and without prejudice to the generality of clause 9.3, Jersey Telecom accepts no liability whatsoever and howsoever arising in respect of the Service or any other additional services provided or terminated or any action taken or not taken in reliance of telephone instructions received by Jersey Telecom and the Customer shall be responsible for all and any sums payable under these Conditions.

4. DELIVERY, TITLE AND RISK

- 4.1. Any time or date stated for delivery is an estimate only. Jersey Telecom endeavours to deliver Goods on time but shall not be liable for failure to deliver at any given time.
- 4.2. Risk of loss and damage to the Goods shall pass to the Customer upon delivery to the Customer's nominated address, or upon collection by the Customer or their agent.
- 4.3. Manufacturing requirements may cause Goods to be delivered by instalments.
- 4.4. Title in the Goods does not pass to Customer until full payment is received by Jersey Telecom. If payment is not made under the terms of this Contract Jersey Telecom shall be entitled, without prejudice to any other rights, to enter upon the premises of the Customer or where the Goods are located and re-possess the same.

5. ACCEPTANCE OF GOODS

Unless the Customer shall, within 3 days of delivery or collection, inspect the Goods and notify Jersey Telecom, in writing, of any defects found, the Goods shall be deemed to have been accepted.

6. PRICE AND PAYMENT

- 6.1. The Invoice shall be payable in full, and shall become due on demand or as otherwise agreed between the Customer and Jersey Telecom. If payment is agreed in writing to be made by instalments and the Customer fails to pay any instalment on its due date then Jersey Telecom shall be entitled to demand immediate payment of the unpaid balance (including all arrears).
- 6.2. Jersey Telecom reserves the right to charge interest on any balances which remain unpaid for more than 30 days from the due date at 3% above the short term base lending rate from time to time prevailing in England.
- 6.3. The Price of the Goods shall be Jersey Telecom's quoted price or, where no Price has been quoted (or a quoted Price is no longer valid), the figure as shown on the Invoice.
- 6.4. All prices quoted in writing are valid for 30 days. Oral quotations are valid only for the period stated, and if no period is stated then until 5.30pm on the day upon which they are given.
- 6.5. All Prices for the sale of Goods exclude any charges for transport and insurance which may be applicable.
- 6.6. The Price and/or any additional charges payable under the Contract are exclusive of all sales and other taxes.
- 6.7. In addition to charging GST in respect of the supply of Services, Jersey Telecom will, where applicable, charge the Customer GST in respect of the supply of other goods and/or services under this Contract and the Customer will pay that amount in addition to the charges for those other goods and/or services.

7. WARRANTY

- 7.1. Jersey Telecom warrants, that the Goods will be free from defects in materials, workmanship, and design for a period of 12 months from the date of purchase or for such other period as may be stipulated by Jersey Telecom at the time of purchase or otherwise agreed in writing, except in the case where the Goods supplied by Jersey Telecom have been purchased by Jersey Telecom from a third party supplier in which case the manufacturer's warranty only (if any) will apply.
- 7.2. This warranty does not apply to defects resulting from improper use or improper or inadequate installation, maintenance, actions or modifications by unauthorised third parties or the Customer or accidental or wilful damage or failing otherwise to deal with the Goods otherwise than in accordance with Jersey Telecom's or the manufacturer's instructions.
- 7.3. Jersey Telecom does not give any warranty that the Goods are fit for any particular purpose and all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade, usage, course of dealing or otherwise are excluded to the fullest extent permitted by law.
- 7.4. Unless otherwise agreed between the Customer and Jersey Telecom, Jersey Telecom will respond to and deal with fault reports and faults during the warranty period provided always that Jersey

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Telecom will not deal with fault reports and faults arising as a result of lightning damage. Where the Customer contracts at the time of purchase for Support Services commencing at the expiry of the warranty period under 7.1, then Jersey Telecom will deal with fault reports and faults arising as a result of lightning damage during the warranty period and thereafter in accordance with the terms and conditions of the relevant Support Service contract.

7.5. Jersey Telecom may require the Customer to provide all reasonable co-operation and assistance to Jersey Telecom as may be necessary or desirable in order to facilitate the maintenance and/or repair of the Goods. Jersey Telecom may require the Customer, in appropriate cases, to deliver the Goods or part thereof to Jersey Telecom for inspection, testing and/or repair and to collect the same.

7.6. Jersey Telecom may, at its sole discretion, offer the Customer the temporary loan of equipment if it is required that the Goods are repaired during the warranty period in which case the Jersey Telecom Equipment Rental terms and conditions shall apply to the equipment so loaned.

7.7. Where Jersey Telecom visits the Customer's premises to repair the Goods pursuant to any warranty provided under this Contract, Jersey Telecom will charge the Customer for such repair at its standard manhour rate as published from time to time.

8. COPYRIGHT, PATENTS, TRADE MARKS AND OTHER INTELLECTUAL PROPERTY RIGHTS

8.1. The Customer acknowledges that any and all of the copyright, trade marks, and other intellectual property rights used or subsisting in or in connection with the Goods and any parts thereof are and shall remain the sole property of Jersey Telecom or such other party as may be identified therein or thereon (the "Owner") and the Customer shall not during or at any time after the completion, expiry or termination of the Contract (or any other contract in applicable to the Goods, including but not limited to Jersey Telecom's Equipment Purchase Terms and Conditions) in any way question or dispute the ownership thereof by Jersey Telecom or the Owner.

8.2. In the event that new inventions, designs or processes evolve in performance or as a result of this Contract, the Customer acknowledges that the same shall belong to Jersey Telecom unless otherwise agreed in writing by Jersey Telecom.

8.3. The Customer shall indemnify Jersey Telecom fully against all liabilities, costs and expenses which the Contractor may incur as a result of work done in accordance with the Customer's specifications involving infringement of any copyright or other intellectual property right.

9. EXCLUSION AND LIMITATION OF LIABILITY

9.1. The following provisions set out Jersey Telecom's entire liability (including any liability for the acts and omissions of its employees agents and sub-contractors) to the Customer in respect of any breach of contract, breach of warranty, misrepresentation, tortious act or omission including negligence or otherwise arising under or in connection with the supply of Goods. **The Customer's attention is in particular drawn to these provisions.**

9.2. Jersey Telecom does not exclude or restrict liability for death or personal injury resulting from its own negligence.

9.3. Except to the extent provided in the Service Level Agreement or any other document or agreement and except as otherwise expressly agreed in writing by the parties (in a service level agreement or otherwise), Jersey Telecom shall not be liable to the Customer or to any other person for any loss or damage whatsoever and howsoever caused arising directly or indirectly in connection with the supply of the Goods except as provided in 9.2 above. Whilst Jersey Telecom will use its reasonable endeavours to maintain the quality of the maintenance and repair service provided pursuant to the warranty given under 7.1 above and to ensure that such services are available at all times, it makes no representation or warranty in relation thereto.

9.4. Without prejudice to the generality of 9.2 or 9.3, Jersey Telecom shall not be liable to the Customer or to any other person for:

- 9.4.1. any defect in or poor quality of the Goods;
- 9.4.2. any loss of profits, business revenue, goodwill or anticipated savings, or any type of special, indirect or consequential loss (including but not limited to loss or damage to data, equipment or property even if in the care, custody or control of Jersey Telecom) whether direct, indirect, foreseeable or unforeseeable;
- 9.4.3. any use of the Goods by or activities of the Customer, in particular but not limited to any acts which under the laws of any jurisdiction infringe any third party's intellectual property rights (including the use of any domain name), infringe obscenity laws,

constitute threats, are in any way defamatory or are illegal or give rise to any liability in any way.

9.5. Jersey Telecom is not responsible for maintaining any insurance cover of any nature to cover any loss by the Customer or any other party arising from the sale or supply of the Goods or otherwise and any such insurance cover shall be the responsibility of the Customer.

9.6. If any exclusion or limitation of liability contained in this clause is invalid and Jersey Telecom becomes liable for any loss or damage, the Customer (acknowledging that Jersey Telecom is not able to evaluate any potential loss to the Customer) agrees that Jersey Telecom's liability shall in any event be limited to the Price for any one event or series of events.

9.7. Each provision of this clause shall operate independently of each other provision of this clause.

9.8. The Customer agrees to indemnify Jersey Telecom and hold Jersey Telecom harmless in respect of all costs, damages, awards and expenses and professional fees of any kind (without limit) arising from or in connection with any claim brought against Jersey Telecom by any third party located in any jurisdiction arising from any use of the Goods provided to the Customer (by either the Customer or any other party) constituting any unlawful act or otherwise giving rise to any liability. The Customer shall immediately notify Jersey Telecom in writing of any such claims of which it becomes aware. The Customer further agrees to offer all reasonable assistance to Jersey Telecom in defending such claims at the sole expense of the Customer.

9.9. The Customer acknowledges and accepts that the use of mobile telephone handsets involves the propagation of and exposure to radiofrequency radiation, which may be harmful. Jersey Telecom does not accept liability to the Customer or anyone with respect to the effects of the same.

10. FORCE MAJEURE

Jersey Telecom shall not be liable in respect of any breach of the Contract due to any cause beyond its reasonable control including (but without limitation): act of God, pandemic, inclement weather, lightning, flood or fire; industrial action or lockouts; the act or omission of Government, highway authorities, or any other competent authority; war or armed conflict, military operations, vandalism or riot; the act or omission of any other party and national and/or civil emergencies.

11. ASSIGNMENT

11.1. The Customer may not assign the Contract without prior the consent of Jersey Telecom

11.2. Jersey Telecom reserves the right to assign all or part of the Contract to any person and / or to sub-contract any of its obligations under the Contract upon giving 28 days notice to the Customer.

12. ENTIRE AGREEMENT

These Conditions supersede all prior oral or written communications regarding the Service and contain the whole agreement between the parties relating to the Service, unless specifically stated otherwise in these Conditions or specifically otherwise agreed in writing.

13. SEVERANCE

If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provisions in question shall not be affected.

14. LAW AND JURISDICTION

The Contract shall be governed by and construed and interpreted in accordance with the laws of the Island of Jersey and the parties hereby submit to the exclusive jurisdiction of the Royal Court of Jersey.

15. DATA PROTECTION

15.1. Jersey Telecom will not without the Customer's written consent disclose information provided to it by the Customer for the purposes of the Agreement to anyone other than (i) members of the Jersey Telecom group or (ii) subject to the relevant Data Protection legislation, third party sub-contractors or agents engaged by Jersey Telecom, such disclosure being made in either case in order for it to be able to provide the Customer with the Service.

15.2. Jersey Telecom adheres to strict data protection policies in accordance with the Data Protection (Jersey) Law 2005, details of which policies are included in the Consumer Code of Practice which can be found On-line at www.jerseytelecom.com.

15.3. Jersey Telecom reserves the right to disclose the name, address, telephone and/or facsimile numbers and/or email addresses of the Customer to any judicial, law enforcement, regulatory or governmental body or agency where required by applicable law or by the Order of a court or other body of competent jurisdiction to do so.