Standard Terms and Conditions of Sale

DEFINITIONS

These Terms and Condition of Contract apply between Simoco EMEA LIMITED ("SEL") and the Customer (being the person, firm, partnership or company to whom this document has been provided). In these terms and conditions:-

"the Equipment" means the equipment agreed to be supplied by SEL to the Customer as specified in SEL's quotation, and "Equipment" may include services where applicable.

"the Contract" means the agreement between SEL and the Customer for the supply of Equipment, maintenance and support incorporating these terms and conditions formed in accordance with Condition 2.

"Price Book Products" means all products available through either SEL's price books, SEL's website or web portal.

2 CONTRACT PROCEDURE

2.1 Every order is subject to these terms and conditions of sale, which may not be varied without SEL's prior agreement in writing, and these terms and conditions shall replace any other conditions, which may be submitted by the Customer at any time. SEL reserve the right to accept or reject any order received from the Customer.

2.2 Each order or acceptance of a quotation for Equipment will be deemed to be an offer by the Customer to purchase Equipment upon these Terms and Conditions. The Contract is formed when the order is accepted by SEL by way of a written acknowledgement of order. No contract will come into existence until a written acknowledgement of the order is issued by SEL.

2.3 The Customer must accompany the order with sufficient information including, as appropriate, any applicable specification and the frequency of Equipment on which the Customer will be licensed to operate the Equipment, and any necessary engineering or other instructions to enable SEL to proceed with the Contract immediately.

2.4 The Customer acknowledges that it has not relied on any written or oral representations in entering into the Contract other than those in SEL's written quotation. None of SEL's employees or agents has the authority to vary these terms and conditions orally or to make representations about the condition of the Equipment, its fitness for purpose or any other matter.

3 VALIDITY

Unless otherwise stated, SEL's quotations are valid for 30 (thirty) days only from date of quotation.

4 PRICES

4.1 Prices quoted and/or agreed with the Customer are based in part on the quantities of Equipment ordered. SEL reserves the right to vary the price if the Customer fails to take delivery of such quantities within the agreed delivery period, or if no period is agreed, within a reasonable time.

4.2 The price for the Equipment shall be the quoted prices as provided by SEL in the form of a written quotation by SEL or price taken from the then valid price book if applicable. In the event of the price book and official quotation being different then the written quotation shall take precedence.

4.3 If the delivery lead time for one or any number of items of the Equipment is more than three months, SEL reserves the right to vary the price of such items to take account of variations in cost beyond SEL's reasonable control (including, but not limited to, the cost of materials, labour, transport).

4.4 SEL reserves the right to vary the price to take account of variations in any tax, fee, duty or charge imposed by any Government or other authority or in the rate of import duty taking effect between acceptance of order and delivery. Unless such items are specifically included in SEL's quotation, additional charges will be made for delivery, installation and commissioning of the Equipment.

4.5 Unless stated otherwise, all prices are exclusive of VAT, which may be payable by the Customer at the rate prevailing at time of payment.

4.6 Unless otherwise stated all prices are in Pounds Sterling and shall be based upon FOB or FCA, as defined in Condition 12.2 and as specified in the relevant Quotation.

4.7 SEL may without notice set off any sums from time to time owed to the Customer in or towards the satisfaction of all and any liabilities of the Customer to SEL (whether or not under the Contract).

5 TERMS OF PAYMENT

5.1 Subject to any special terms agreed in writing between the Customer and SEL, SEL shall be entitled to invoice the Customer for the price of the Equipment on or at any time after delivery of the Equipment, unless the Equipment is to be collected by the Customer or the Customer wrongfully fails to take delivery of the Equipment, in which event SEL shall be entitled to invoice the Customer for the price at any time after SEL has notified the Customer that the Equipment is ready for collection or (as the case may be) SEL has tendered delivery of the Equipment.

5.2 The Customer shall pay the price of the Equipment (less any discount, to which SEL has agreed the Customer is entitled, but without any deduction or set off) within 30 days of the date of SEL's invoice, and SEL shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Equipment has not passed to the Customer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

5.3 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to SEL, SEL Shall be entitled to:

5.3.1 cancel the contract or suspend any further deliveries to the Customer;

5.3.2 apportion any payment made by the Customer to such of the Equipment (or the Equipment supplied under any other contract between the Customer and SEL) as SEL may think fit (notwithstanding any purported appropriation by the Customer);

5.3.3 charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 2 per cent per month until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest); and

5.3.4 charge an administration fee of £100.00.

6 ILLUSTRATIONS AND LEAFLETS

No descriptions and illustrations in leaflets and catalogues or other pricing, publicity or advertising materials shall form any part of the Contract and where made available to the Customer are intended to illustrate the type and general specification of the Equipment only.

7 VARIATIONS AND CANCELLATION

7.1 The Equipment is part of SEL's current range and SEL reserves the right to make amendments to the specification of the Equipment which it deems in its sole discretion not to be of a material nature if an improvement in facilities or performance may be achieved by that amendment, or to supply different Equipment of equivalent performance if the specified Equipment is no longer available.

7.2 No cancellation of any order for Equipment shall be accepted without the written agreement of SEL and unless the Customer pays to SEL the greater of:

7.2.1 the sales value of any Equipment SEL has already provided to the Customer or has already acquired or manufactured for the Customer, the value of any services already performed, together with any loss of profit SEL may suffer pursuant to such cancellation; and

7.2.2 any other costs and liabilities which SEL incurs by reason of such cancellation; or

7.2.3 the minimum cancellation charge which shall be ten percent (10%) of the value of the cancelled order.

7.3 If at any time after SEL has received the Customer's order, the Customer wishes to make any modifications or additions to that order, the Customer shall be only permitted to do so after obtaining SEL's written consent and after SEL has agreed to any variation in price and/or any revision to delivery, installation of commissioning dates required by SEL in consequence of.

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7.4 Any additional costs or liabilities incurred by SEL due to suspension of manufacture or rescheduling of deliveries arising out of or resulting from the Customer's instructions or lack of or mistaken instructions or due to any interruptions or delays attributable to the Customer shall be added to the price of the Equipment.

8 WARRANTY

8.1 Subject to the conditions set out below SEL warrants that the Equipment will correspond with its specification at the time of delivery and will be free from defects in material and workmanship for the warranty period. The warranty period starts from the earlier of the initial use or from the delivery date. The warranty periods given are shown in the table below.

Product	Warranty Period
Terminals and base stations that are Price Book Products	2 years
Batteries and Accessories that are Price Book Products	1 years
Services	1 year
Repairs	3 months
Software and Applications	3 months
Any other goods that are not Price Book Products	Manufacturer's Warranty Period

8.2 The warranty in Condition 8.1 is given by SEL subject to the following conditions:

8.2.1 SEL shall be under no liability in respect of any defect in the Equipment arising from any drawing, design or specification supplied by the Customer;

8.2.2 SEL shall be under no liability (including without limitation in negligence) to the Customer in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow SEL's instructions (whether oral or in writing), misuse or alteration or repair of the Equipment without SEL's written approval;

8.2.3 SEL shall be under no liability (including without limitation in negligence) under the warranty (or any other warranty,condition or guarantee) if the total price for the Equipment has not been paid by the due date for payment; and

8.2.4 The warranty is on a return to supplier basis.

8.3 Any claim by the Customer pursuant to Condition 8.1 shall(whether or not delivery is refused by the Customer) be notified to SEL within 7 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 Customer does not notify SEL accordingly, the Customer shall not be entitled to reject the Equipment and SEL shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Equipment had been delivered in accordance with the Contract. Equipment rejected in accordance with this Condition shall be returned to SEL at the Customer's risk and expense together with reasons for rejection.

8.4 Where any valid claim in respect of any of the Equipment pursuant to Condition 8.1 is notified to SEL in accordance with these Conditions, SEL shall be entitled to replace the Equipment (or the part in question) free of charge or, at SEL's sole discretion, refund to the Customer the price of the Equipment (or a proportionate part of the price), but SEL shall have no further liability to the Customer.

8.5 In the event of any breach of the Seller's express obligations under Conditions 8.1 and 12.1 the remedies of the Customer will be limited to damages.

8.6 SEL does not exclude its liability (if any) to the Customer:

8.6.1 for breach of SEL's obligations arising under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;

8.6.2 for personal injury or death resulting from SEL's negligence(or the negligence of its agents, employees or subcontractors);

8.6.3 under section 2(3) Consumer Protection Act 1987;

8.6.4 for any matter which it would be illegal for SEL to exclude or to attempt to exclude its liability; or

8.6.5 for fraud.

8.7 Except as provided in Condition 8.1 SEL will be under no liability to the Customer whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and likeloss) howsoever caused arising out of or in connection with:

8.7.1 the Equipment, or the manufacture or sale or supply, or failure or delay in supply, of the Equipment by SEL or on the part of SEL's employees, agents or sub-contractors;

8.7.2 any breach by SEL of any of the express or implied terms of the Contract;

8.7.3 any use made or resale by the Customer of the equipment, or of any product incorporating the Equipment; or

8.7.4 any statement made or not made, or advice given or not given, by or on behalf of SEL, or otherwise under the Contract.

8.8 Except as set out in Condition 8.1, SEL hereby excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in the Contract) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of the Customer.

8.9 SEL shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of SEL's obligations in relation to the Equipment, if the delay or failure was due to any cause beyond SEL's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond SEL's reasonable control:

8.9.1 Act of God, explosion, flood, tempest, fire or accident;

8.9.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

8.9.3 an act of terrorism;

8.9.4 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

8.9.5 import or export regulations or embargoes;

8.9.6 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of SEL or of a third party);

8.9.7 difficulties in obtaining raw materials, labour, fuel, parts or machinery;

8.9.8 power failure or breakdown in machinery.

9 LICENCES

9.1 If any form of licence is necessary to enable the Equipment to be imported into the country where it is to be delivered, the Customer must state the type of licence required and its issue number on an official order form.

9.2 SEL's acceptance of any order is subject to the issue by the Department of Trade in the United Kingdom of any necessary export licence and also to such approval as may be required for the export of any component of United States of America origin ("Export Licences"). When requested by SEL the Customer shall provide import or end user certificates to SEL to enable any such Export Licence to be issued and SEL has no liability for any failure to obtain Export Licenses when such failure is due to non-compliance by the Customer with its obligations under this Condition.

9.3 Save for organising the issue of the Export Licenses for which SEL is responsible it is the Customer's sole responsibility to satisfy or otherwise comply (or enable SEL to satisfy or otherwise comply) with all requirements for the importation of the Equipment into the country where it is to be delivered (including providing SEL with all necessary information to assist in its acquiring the Export Licences). The Customer will be required to pay all taxes, levies, import and customs duties payable on the Equipment.

9.4 It shall be the Customer's sole responsibility to obtain all necessary permits and authorisations for the use, installation and operation of the Equipment in the country where it is to be used, installed or operated. SEL may refuse to install or supply any Equipment until the Customer can demonstrate to SEL's satisfaction that such permits have been obtained, and SEL will not in any event be liable for any resulting delay or any unauthorised use of the Equipment.

10 INSPECTION & TESTING

10.1 All Equipment supplied by SEL is subject to standard factory tests. Tests other than those tests must be agreed separately in writing with SEL, and the costs of additional tests required may be added to the Equipment price.

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10.2 If the Customer requires any test to be made in its presence or in the presence of its representative, SEL will advise the Customer not less than 14 days before the test is due to take place provided that SEL has received notification from the Customer (no later than 21 days before any such test is due to take place) that it intends to attend such test. The Customer or its representative must bear all travel and subsistence expenses incurred by it in attending the test and shall comply with all of SEL's instructions whilst on the factory premises. Should the Customer or its representative fail to attend at the time or place specified, the tests will be deemed to have taken place and the Customer shall bear all costs incurred by SEL and the Customer in repeating such tests.

11 INSTALLATION

Where the Customer requires installation and commissioning of the Equipment, charges are based on an uninterrupted programme of work in accordance with the installation and commissioning dates referred to in SEL's quotation. Any delays which occur as a result of inclement weather, non-compliance or works by third parties, non-availability of suitable power supplies, or telephone lines or other works or services to be supplied by third parties, acts or omissions on the part of the Customer, or any other cause beyond SEL's control may be the subject of separate charges.

12 DELIVERY PERIOD

12.1 Any delivery date quoted in respect of any order is SEL's best estimate given in good faith and is subject to the Customer providing SEL with all the necessary order and shipping information, the frequencies on which the Equipment is to operate and any engineering or other instructions SEL may require in advance. SEL will not be obliged to begin work on an order until such information is received and at that time SEL may give the Customer a revised estimate of the delivery dates. Whilst SEL will use all reasonable endeavours to deliver the Equipment by such date, SEL cannot accept any liability which may arise as a result of delayed despatches or failure to deliver by that date and it is agreed that time shall not be of the essence of the Contract.

12.2 The terms FOB and FCA shall be as defined in INCOTERMS 2000 – as issued by the International Chamber of Commerce.

12.3 SEL shall not be required to provide evidence of delivery:

12.3.1 in respect of Equipment, more than 6 (six) months after the date of despatch; and

12.3.2 in respect of spare Equipment parts, more than 10 (ten) days after the date of despatch to the Customer; and after these periods have expired, the oral confirmation of one of SEL's Directors or Company Secretary to a Director or senior manager (or person of equivalent status) of the Company that the Equipment and spare Equipment parts have been delivered shall be conclusive proof of delivery.

13 RISK & PROPERTY

13.1 Risk of damage to or loss of the Equipment shall pass to the Customer:

13.1.1 in the case of Equipment to be delivered at SEL's premises, at the time when SEL notifies the Customer that the Equipment are available for collection; or

13.1.2 in the case of Equipment to be delivered otherwise than at SEL's premises, at the time of delivery or, if the Customer wrongfully fails to take delivery of the Equipment, the time when SEL has tendered delivery of the Equipment.

13.2 Notwithstanding delivery and the passing of risk in the Equipment, or any other provision of these Conditions, ownership of the Equipment shall not pass to the Customer until SEL has received in cash or cleared funds payment in full of the price of the Equipment and all other Equipment agreed to be sold by SEL to the Customer for which payments is then due.

13.3 Until such time as ownership of the property in the Equipment passes to the Customer, the Customer shall hold the Equipment as SEL's fiduciary agent and bailee, and shall keep the Equipment separate from those of the Customer and third parties and properly stored, protected and insured and identified as SEL's property, but shall be entitled to resell or use the Equipment in the ordinary course of its business at full market value provided that it shall account to SEL accordingly.

13.4 Until such time as ownership of the Equipment passes to the Customer (and provided the Equipment is still in existence and has not been resold), SEL shall be entitled at any time to require the Customer to deliver up the Equipment to SEL and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Equipment is stored and repossess the Equipment.

13.5 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Equipment which remain the property of SEL, but if the Customer does so all moneys owing by the Customer to SEL shall (without prejudice to any other right or remedy of SEL) forthwith become due and payable.

14 TERMINATION

14.1 Without prejudice to any rights accrued in SEL's favour in respect of any breach by the Customer of the Contract. SEL shall not be obliged to continue manufacturing or delivery, of any of the Equipment if and so long as:

14.1.1 the Customer is in default in making any payment or commits any breach of its other obligations under this Contract (which if capable of remedy is not remedied within 5 (five) days of its having received notification of the breach requiring it to remedy such breach); and

14.1.2 the Customer (or any of its parent or subsidiary companies, or subsidiaries of parent companies as defined in Section 736 Companies Act 1995) is adjudicated bankrupt or commits any act of bankruptcy or makes any composition or arrangement with its creditors or (being a company) enters into liquidation (not being a voluntary liquidation for the purpose only of reconstruction or amalgamation) or has a Receiver or Administrator of its assets appointed or suffers any similar action in any jurisdiction in consequence of debt.

15 STORAGE AND DELAYED DELIVERY

If SEL is requested to hold Equipment after the date of delivery the price will become due on the date on which the Equipment was available for despatch. SEL reservesthe right to make a storage charge for the period of storage, which shall be deemed to commence on the date on which the Equipment was available for delivery.

16 PACKING DAMAGE AND LOSS IN TRANSIT

All Equipment despatched to the Customer will be packed in standard cartons which are not suitable for storage. Claims for items damaged in transit must be received in writing by the carrier of the Equipment and SEL within:

16.1 3 (three) days of delivery in case of partial loss or damage; and

16.2 5 (five) days of the carrier being served with an advice notice of complete loss in transit in the case of complete loss in transit.

17 SOFTWARE AND FIRMWARE

17.1 Software and firmware provided by SEL shall remain the property of SEL or that of SEL's licensors and the Customer recognises the confidential nature of the rights owned by SEL. The Customer is granted a personal non-exclusive, non-transferable limited right of use of such software in machine readable form for direct connection with the Equipment for which it was supplied only. In certain circumstances the Customer may be required to enter into a separate licence agreement and pay the standard licence fee for that software.

17.2 The Customer undertakes not to disclose any part of the software or firmware to third parties without SEL's written consent, nor to copy or modify the software or firmware. SEL may at is discretion carry out minor modifications to software or firmware.

Major modifications shall only be undertaken by SEL at the Customer's request, which will be the subject of a separate agreement and will be charged separately.

17.3 All software and firmware is warranted against defects in media for a period of 3 (three) months from delivery. Within this period SEL will correct errors and defects or, at its option, arrange free of charge software or firmware replacements provided that the Customer returns the software or firmware to SEL postage paid.

17.4 Other than as set out in Condition 17.3 above, SEL

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makes no representations or warranties expressed or implied such as by way of example but not of limitation regarding merchantability or fitness for any particular purpose or that the software or firmware is error free.

18 PATENTS, REGISTERED DESIGNS AND TRADE MARKS

18.1 SEL gives no warranty, nor shall any be implied by any provision of this agreement, that the Equipment does not or will not constitute an infringement of any patent or other intellectual property right. However, provided that the Customer notifies SEL immediately of any such claim, SEL undertakes to indemnify the Customer fully against all legal costs (including the costs of any settlement) incurred by the Customer and any damages awarded against the Customer in respect of any patent or other infringement of rights arising out of the use of Equipment by the Customer. This indemnity shall be subject to the following limitations:-

18.1.1 the indemnity shall apply only to alleged or actual infringements of patents or other intellectual property rights occasioned by the use of the Equipment in the form in which it was supplied by SEL;

18.1.2 this indemnity shall not apply in respect of use of the Equipment in conjunction with other equipment or software not supplied by SEL for the purpose; and

18.1.3 this indemnity shall be subject always to the Customer obtaining SEL's prior written consent before undertaking any action in respect of such claim and SEL's absolute right to control all acts and deeds done by the Customer pursuant to a claim and notwithstanding the generality of the foregoing to appoint on the Customer's behalf legal advisors to defend such proceedings as SEL, in its absolute discretion, shall think fit, including, by way of example and not by way of limitation, the negotiation of any settlement in relation to any such proceedings, and

18.1.4 SEL shall not otherwise be accountable to the Customer for any costs, expenses or damages whatsoever whether direct or consequential incurred or suffered by the Customer as a result of any infringement, alleged or actual, arising out of the use of the Equipment.

18.2 In the event of SEL's not being reasonably able to modify, substitute or otherwise procure for the Customer the right to continue using the infringing Equipment SEL may, with the Customer's consent, remove such Equipment. However, if the Customer refuses to give that consent SEL shall have no liability in respect of the Customer's continued use of the infringing Equipment.

19 EMC REGULATIONS

SEL confirms that the Equipment is compliant with the provisions of the 1992 Electromagnetic Compatibility Regulations (which implement in the United Kingdom the Council Directive 89/335/EEC on Electromagnetic Compatibility). However the Customer should be aware that any amendments or additions to the Equipment, or any reconfiguration of the Equipment, or any change in environment where the Equipment operates, whether man-made or otherwise may affect the electromagnetic compatibility of the Equipment. SEL can assume no liability or responsibility for its electromagnetic compatibility, which may arise from or be affected by any change or amendment or addition to the Equipment itself or to its surrounding environmental conditions.

20 PROPAGATIONS STUDIES

SEL may, as part of the supply of Equipment to the Customer, have prepared coverage studies of the likely radio coverage. The coverage predicted is a guide only. It is based on local area information and the Customer's stated requirement. However, changes to the local environment, such as by way of example only, vegetation growth or new constructions, may adversely affect radio coverage. If on commissioning of the new Equipment, or subsequently, coverage is significantly reduced, SEL will at extra charge, perform additional radio surveys to determine the cause of the reduced coverage. If these surveys show that the reduction is primarily caused by the Equipment, then the cost of those surveys will be refunded to the Customer.

21 MARKETING

SEL reserve the right to make public the relationship between the Customer and SEL for the purposes of marketing SEL's products and services.

22 ENGLISH LAW

Subject to Condition 29, this Contract shall be governed by and interpreted in accordance with English Law and subject to the exclusive jurisdiction of the English Courts.

23 NOTICES

Any notice, demand or communication in connection with these terms and conditions will be in writing and may be delivered by hand or sent by first class post addressed to the recipient at its registered office or its last known address as the case may be; and will be deemed to have been duly served if delivered by hand at the time of delivery or if delivered by first class post 48 hours after being posted or if by Airmail [7] days after being posted.

24 HEADINGS

The headings do not form part of these Terms and Conditions and shall not be taken into account in their interpretation.

25 EXPORT CONTROL

The Customer undertakes to comply with and not to do anything which would render SEL in contravention of the Export Administrations Regulations (or equivalent regulations as applicable from time to time) of the U.S. Department of Commerce for the time being in force.

26 WAIVER

No admission, act or omission made by SEL shall during the continuance of this Contract or thereafter constitute a waiver or release of the Customer from any liability incurred under the Contract.

27 WHOLE CONTRACT

This Agreement supersedes and invalidates all other commitments, representations and warranties relating to the subject matter hereof which may have been made by the Parties either orally or in writing prior to the date hereof, and which shall become null and void from the date this Agreement is signed save that nothing in this Condition will exclude any liability which one party would otherwise have to the other party in respect of statements made fraudulently.

28 SEVERABILITY

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

29 ARBITRATION

Any dispute of a technical nature only in connection with the Contract shall be subject to the arbitration of any arbitrator agreed between the parties or failing agreement appointed by applications to the President of the Institution of Electrical Engineers.

30 RIGHTS OF THIRD PARTIES

Neither SEL nor the Customer intends that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to the contract.