



## INTRODUCTION

These terms and conditions govern the relationship between Applied Satellite Technology Ltd and the Client and are the basis of the provision of Goods and Services by AST.

## DEFINITIONS

In these conditions of contract the following expressions will have the following meaning:

- (a) **"AST"** shall mean Applied Satellite Technology Limited whose registered office is Satellite House, Bessemer Way, Harfreys Industrial Estate, Great Yarmouth, Norfolk, NR31 0LX.
- (b) **"Client"** will be any company, partnership, practice or person purchasing Goods or Services directly or indirectly through AST as identified on the front of this document.
- (c) **"Contract"** shall mean this Contract and any associated Quotation made by AST.
- (d) **"Brochure"** shall mean any specification or information leaflet on Goods or Services supplied by AST whether written by AST or by the manufacturer.
- (e) **"Goods"** shall mean any equipment purchased through AST.
- (f) **"Services"** shall mean the scope of work identified in Section 1 of this Contract.
- (g) **"Quotation"** shall mean the written quotation from AST, which outlines the approximation of the cost of Goods or Services requested by the Client, identified by its unique number, and the subsequent adjustments agreed in writing by both parties.
- (h) **"Purchase Order"** shall mean the purchase order from the Client as instruction to commence the provision of the Goods or Services either provided verbally or in writing, expressed or implied.
- (i) **"Confirmation of Order"** shall mean the sales order confirmation issued by AST on receipt of a Purchase Order.
- (j) **"Despatch Note"** shall mean the documentation provided by AST accompanying despatched Goods.
- (k) **"Invoice"** shall mean the sales invoice as issued by AST.
- (l) **"Gateway"** shall mean a network node equipped for interfacing with other networks that uses different protocols and systems.
- (m) **"Accessories"** shall mean a non-essential, supplementary part, object, or the like, used mainly for convenience, safety, etc.
- (n) **"Consumables"** shall mean something that is produced to be used and replaced, ie. batteries, .
- (o) **"RAN"** shall mean the returns authorisation number.
- (p) **"NFF"** shall mean that no fault was found.

## SECTION 1: Terms & Conditions

### 1 Scope of the Work

- 1.1 AST shall provide the Goods or Services outlined in the Quotation as identified by its unique number.
- 1.2 The scope of the work performed will be in accordance with the Quotation provided and the agreed adjustments evidenced in writing.
- 1.3 Any variation to the scope of the work or orders will only be accepted on the terms agreed with AST.
- 1.4 We confirm that should any variation arise, our standard procedure of detailed Quotation for approval, before commencement would apply.

### 2 Application of Terms

- 2.1 Subject to any variation under condition 4.3 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Client purports to apply under any Purchase Order, Confirmation of Order, Brochure or other document).
- 2.2 Where a Quotation is provided by AST it will have a validity period of 30 days only from its date of issue unless it is either withdrawn or extended by AST. Such withdrawal or extension is at AST's express discretion.
- 2.3 No terms or conditions endorsed on, delivered with or contained in the Client's purchase order, confirmation of order, brochure or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.4 These conditions apply to all AST's sales and any variation to these conditions and any representations about the Goods or Services shall have no effect unless expressly agreed in writing and signed by a Director of AST.
- 2.5 Any Quotation is given on the basis that no Contract shall come into existence until AST despatches a confirmation of order to the Client.
- 2.6 During the validity period AST reserves the right to amend the charges after due notice is provided to the Client.

### 3 Invoice/Payment

- 3.1 In consideration for the provision of the Goods or Services, the Client shall pay to AST the sum outlined in the invoice plus any credit card charges, VAT and mandatory taxes at the prevailing rate.
- 3.2 The invoice shall be in accordance with any quotation plus any variations or where it is airtime in accordance with data records provided by the system Gateway which is deemed conclusive evidence of calls made.
- 3.3 For clients who have not been extended a credit account payment, defined as cleared funds, is required prior to the despatch of any Goods or the

- 3.4 provision of any Service. Payment may be made by: cheque, credit card or bank transfer subject to AST discretion.
- 3.5 For clients who have been extended a credit account the following will apply:
- 3.5.1 Invoices will be raised the day following despatch of Goods.
- 3.5.2 Where payment has been agreed by credit card the payment will be collected prior to despatch.
- 3.5.3 For all non credit card methods payment shall be due strictly 30 days from date of invoice unless agreed in writing.
- 3.6 In order to apply for a credit account the following will apply:
- 3.6.1 AST will credit check any applicants for account facilities using the information supplied by the Client.
- 3.6.2 Client's details may be passed to credit reference and fraud protection agencies and it is a condition of the credit facilities being provided that you agree to these terms and conditions and also the use of the information provided for this purpose.
- 3.6.3 Any information held by us for this purpose is available to you under the Data Protection Act (1998) on application in writing and on receipt of the application fee (please contact us for details).
- 3.6.4 Without prejudice to any other rights available to AST, if any invoice remains unpaid 30 days following the due date, AST reserve the right to charge interest on the outstanding balance (both before and after judgement) at the rate of 2% per calendar month or part calendar month and the Client's right to credit facilities are revoked and a full payment of all outstanding balances will be made. Client will indemnify AST against all costs incurred in collection.
- 3.7 AST will accept all foreign exchange costs and risks on the contract provided payment is made by the due date and in accordance with the agreed contractual terms. Where payment is not made by the due date and in accordance with the agreed contractual terms then all additional foreign exchange costs are to be borne by the Client.
- 3.8 Notwithstanding despatch and the passing of risk pursuant to this contract, all the Services and Goods provided remain the property of AST until full payment as cleared funds of all sums which are or may become due and owing on any account whatsoever, including debts and liabilities arising before and after the date of this contract.
- 3.9 Until such time as title passes to the Client, the Client shall hold the Services or Goods as the fiduciary agent and Bailee of AST. The Client will ensure the Services or Goods are properly protected, stored, insured and identified as AST's property. Until that time, or until termination of the agreement, the Client is entitled to resell or utilise the product in their normal course of business but shall account to AST for the proceeds of sale, in whatever form, and shall

maintain the proceeds as separate from the monies or property of the Client or a third party. The Client shall be responsible for ensuring the necessary registrations are affected to secure AST's interests as defined in this clause 5.9 and where such registration is not provided the Clients owners, managers and or Directors agree to indemnify AST for all costs and losses.

- 3.10 Until such time as title passes to the client AST shall be entitled at any time to require the Client to deliver the Services or Goods to AST at their expense. If the Client fails to deliver the Services or Goods when requested AST shall be entitled at any time to enter the Customer's, or third parties premises and repossess the Services or Goods.

#### **4 Warranty**

- 4.1 Any warranty offered on any Goods or Services purchased directly or indirectly through AST shall be as per the terms and conditions set out by the manufacturer.
- 4.2 AST cannot be held liable for any breach of warranty by the manufacturer.
- 4.3 AST may offer a replacement service for Goods purchased which found to be faulty from date of purchase, subject to the failure being reported to the Customer Service Team within 2 weeks of despatch.
- 4.4 Clients may contact the Customer Service Team between the hours of 08:00 and 23:59 UK time on +44 (0)1493 441 485 or email: [customer.service@ast-uk.com](mailto:customer.service@ast-uk.com)
- 4.5 A Serial Number and IMEI number will be required to identify the faulty Goods.
- 4.6 Customer Services may issue a RAN for the return of the Goods. The client will then be required to return the Goods by prepaid courier to AST, together with proof of purchase or the product warranty card where applicable quoting the RAN to Applied Satellite Technology Ltd, Satellite House, Bessemer Way, Harfreys Industrial Estate, Great Yarmouth, Norfolk NR31 0LX, United Kingdom.
- 4.7 Proof of postage is not proof of receipt and the client remains responsible for the Goods and should ensure that they are fully insured during transit.
- 4.8 Once a RAN number has been issued, Goods may be returned to AST for inspection at the client's own risk.
- 4.9 A handling charge will be payable by the client.
- 4.10 The handling and testing fee is £50.00 + VAT plus any costs incurred and associated with the shipping of the Goods.
- 4.11 Items excluded from warranty are:
- 4.11.1 Goods which were supplied by AST to the client more than 12 months prior to any return, with the exception of limited Thrane & Thrane equipment as specified to the client at the time of purchase.
- 4.11.2 Goods that have been fitted with non-manufacturer approved accessories.
- 4.11.3 Goods that fail due to misuse, abuse or damage.

- 4.11.4 Goods that have been serviced/repaired by anyone other than AST or an AST authorised repair centre.
- 4.11.5 Goods that have been incorrectly installed.
- 4.11.6 Goods damaged by failure to follow user manual instructions.
- 4.11.7 Batteries and consumables.
- 4.12 If, having investigated the fault, AST agree that the Goods repair is covered under warranty; they will forward the Goods to the manufacturer for repair. Any repaired Goods will be returned through AST.
- 4.13 Goods once returned to AST by the manufacturer will be shipped to the client via an AST preferred courier and will be insured, unless the client has advised AST in writing in a timely fashion ahead of intended despatch, that they do not want the Goods insured and accept any liability for loss or damage in transit.
- 4.14 AST will recharge the client for any costs associated with the shipping of the Goods.
- 4.15 If the Goods are found to be out of warranty, AST will advise the client and send a quotation. The quotation will be in writing and will be valid for 30 days.
- 4.16 Acceptance of any quotation is required in writing, if no response is received from the client and the 30 days quotation expires, a further quotation will be issued by AST. This quotation will be valid for a further 10 days.
- 4.17 If the client does not respond to both quotations and the quotation periods have expired, then AST reserve the right to return the Goods to the client. Any costs associated with the return of the Goods will be recharged to the client.
- 4.18 If a repair quotation is refused, the Goods will be returned to the client who will be charged £50.00 per hour for any labour undertaken during the investigation of the fault plus any costs incurred and associated with the shipping of the Goods.
- 4.19 AST will endeavour to repair any in-house repairable Goods within 3 working days from receipt assuming that any quotations given have been accepted in writing by the client.
- 4.20 Clients are still responsible for any airtime charges incurred whilst their Goods are in for repair. Clients may be offered alternative Goods for use whilst theirs are being repaired, if they have taken advantage of the Enhanced Warranty option.
- 4.21 Once the Goods are repaired they will be returned to the client via an AST preferred courier and will be insured, unless the client has advised AST in writing in a timely fashion ahead of intended despatch, that they do not want the Goods insured and accept any liability for loss or damage in transit. The client will be invoiced for the cost of the repair plus any costs incurred and associated with the shipping of the Goods.
- 4.22 All equipment repaired by AST will include a three month parts and labour warranty unless stated otherwise. This warranty covers the work carried out and parts replaced to cure the fault originally complained of. This does not cover any faults associated with parts not repaired that occur within the three months warranty period.

## 5 Confidentiality

- 5.1 This Contract shall be confidential and no detail shall be divulged by either party to any third party, other than external auditors, without the prior written permission of the signatories to this Contract. This provision shall apply both while this Contract is in force and afterwards.
- 5.2 Neither party shall have an obligation with respect to any Confidential Information of a commercial or other nature which:
  - 5.2.1 has come into the public domain otherwise than as a result of a breach of this Contract;
  - 5.2.2 is approved for release by written authorisation from the other party;
  - 5.2.3 is received from a third party without similar restrictions and without breach of this contract;
  - 5.2.4 is disclosed pursuant to a legally enforceable requirement of a Government agency or order of the Court.

## 6 Liability

- 6.1 AST will use all reasonable endeavours in ensuring its employees use reasonable skill and care in the provision of the Goods and Services.
- 6.2 Subject to sufficient and correct documentation being offered by the Client and the warranty clauses in 4.6, AST accepts:
  - 6.2.1 liability for death and personal injury resulting from AST's negligence.
  - 6.2.2 liability for obvious negligence arising in connection with the provision of Goods or Services, as agreed between the parties, to a maximum of the Contract Value.
- 6.3 If officers or employees of AST are instructed, in isolation or as part of a project to open repair install or in any other way alter any Goods for or on behalf of a customer AST will in no way be liable for any alterations to a warranty guarantee or certification of said Goods.
- 6.4 AST cannot be held liable for any Goods or Services returned under the warranty when these are in the possession of, or in transit to, the manufacturer for rectification or assessment.
- 6.5 Any liability in respect of claims arising in contract, or otherwise, for losses of a consequential or contingent nature, due to faults of AST is expressly excluded. In no event will AST be liable for loss of anticipated profit, loss by reason of plant shutdown, non operation or increased expense of operation of other Goods or Services or other costs, expenses or losses, real or notional.
- 6.6 No liability of consequential loss will be accepted by AST for:
  - (a) Any or all failure or reduction in quality in all aspects of the system hardware or Services provided nor the satellite(s) or terrestrial connections that apply.
  - (b) Any failure, errors or omissions of the satellite operator, sub distributors or any other person or organisation associated directly or indirectly with the provision of the anticipated service.

- 6.7 Any condition or warranty, which might otherwise be implied or incorporated within this Contract by reason of statute or common law or otherwise, is hereby expressly excluded.
- 6.8 No warranty either express or implied as to performance for fitness for purpose is given.
- 6.9 All Goods, unless documented otherwise, are despatched by AST to the Client ex-works and risk shall pass at the time of despatch.
- 6.10 Any dates specified by AST for the delivery of Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 6.11 AST may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract. Each instalment shall be a separate Contract and no cancellation of any one Contract relating to an instalment shall entitle the Client to repudiate or cancel any other Contract or instalment.
- 6.12 AST accepts no liability for loss or damage caused by any courier. It is recommended that Clients fully insure their Goods at all times. AST will automatically insure any Goods shipped through a Courier service and will recharge this cost to the Client to cover packaging and prepayment, unless otherwise requested in writing by the client in a timely fashion ahead of intended despatch. AST may use clients own preferred freight accounts where requested in writing by the client in a timely fashion ahead of intended despatch, provided that the arrangements for the use of this service are acceptable to AST.

## 7 Termination

- 7.1 Orders accepted by AST cannot be terminated except with the written consent of AST. This will not be unreasonably withheld and will be given upon terms that will indemnify AST against loss.
- 7.2 AST reserve the right to charge a 15% cancellation/restocking charge.
- 7.3 In the event of either party making a composition or arrangement with its creditors or having a proposal for the composition of debtors or scheme or arrangement approved in accordance with the Insolvency act 1986, or having an application made for the appointment of an administrator or having a winding up order passed, or a provisional liquidator, receiver, manager, administrative receiver or similar officer appointed, or possession taken, by or on behalf of the holder of any debenture secured by a floating charge of any property comprised in or subject to the floating charge, or threatening to cease carrying on business, then this Contract will terminate forthwith.
- 7.4 Any termination of this Contract in accordance with this clause shall be without prejudice to any other rights or remedies a party may be entitled to under this Contract, or at law, and shall not affect any accrued rights or liabilities of either party.

## 8 Clients Responsibility

- 8.1 To ensure that they understand and comply with the laws and licensing arrangements of the country in

which they are operating for any Goods or Services purchased directly or indirectly through AST.

- 8.2 To operate any Goods in line with the manufacturers instructions.
- 8.3 To observe any restrictions on operation in line with any service providers contracts.
- 8.4 To ensure that any waste products are disposed of in a responsible manner and in compliance with relevant legislation on waste disposal.
- 8.5 To safeguard any Goods from any unauthorised, fraudulent or dangerous use.
- 8.6 To notify AST immediately if any unit is stolen, so that the airtime service may be suspended. Please note that notification must be followed up in writing and that any calls made from the terminal including fraudulent calls and those derived from SIM card cloning will be chargeable howsoever caused, until such notification is received and suspension of the terminal is confirmed by the Gateway.

## 9 Airtime

- 9.1 Where airtime is being provided the Client will need to sign a separate agreement with the airtime provider and this will subject to separate terms and conditions.
- 9.2 Where the Client requires top-up and validity separate conditions will apply as provided by the airtime provider.
- 9.3 Activation of the pre-paid service is considered to be full and final acceptance of the airtime service, credits are not claimable once the service has been activated.

## 10 General

- 10.1 All samples, drawings, descriptive matter, specifications and advertising issued by AST and any descriptions or illustrations contained in AST's brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. Any technical information published or supplied by AST is subject to alterations or correction without notice. They shall not form part of the Contract and this is not a sale by sample or description.
- 10.2 AST may assign the Contract or any part of it to any person, firm or company.
- 10.3 The client shall not assign, transfer, subcontract or in any manner make over to a third party the benefit of this Contract without the prior written consent of AST.
- 10.4 It is acknowledged and agreed by both parties that neither entry into, nor performance of the terms of this Contract constitutes a partnership or relationship of agency between the parties.
- 10.5 Any waiver by either party of its rights under this Contract or of any breach of this Contract shall not be construed as a waiver of any or further rights or breach.
- 10.6 AST reserve the right to suspend the Service or the provision of Goods at any time upon discovery of a breach of this Contract.
- 10.7 Both parties to the contract will comply with their respective obligations under the Data Protection Act, as modified from time to time.

- 10.8 All references to the masculine gender include the feminine and neuter unless otherwise specified.
- 10.9 Headings are for convenience only and shall not affect the construction of the Contract. No Contract shall be deemed to be capable of invalidation owing to printing or clerical errors.

## 11 Whole Agreement

- 11.1 Each party acknowledges this Contract (including the quotations) contains the whole Contract between the parties and that it has not relied upon any oral or written representations made to it by the other or its employees or agents and has made its own independent investigation into all matters relevant to it.
- 11.2 In the event of there being any inconsistency between these terms and the quotations provided these terms and conditions prevail.
- 11.3 This Contract (including the Quotations) supersedes any prior Contract between the parties, either written or oral, for the provision of the Good or Service.

## 12 Disputes/Arbitration

- 12.1 In the event of any dispute over the quality of Service received the Client will inform the Managing Director in writing. The Managing Director will then undertake a full review of all complaints received and shall offer up a report within 4 weeks of receipt.
- 12.2 Any dispute arising out of or in connection with the Contract shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English courts.

## 13 Force Majeure

Neither party shall be in breach of this Contract if there is any total or partial failure of performance by it of its duties and obligations resulting from causes beyond its control including, but not limited to, any act of God, fire, act of Government or State, war, labour disputes of whatever nature, breakdown of plant or machinery or inability to obtain materials or staffing.

## 14 Notices

Any notice or documentation given under this Contract shall be in writing and shall be deemed to have been duly given, left at, or sent by first class post, registered post, facsimile or other electronic media to a party at its trading address, registered office or last known address for such party or other address as the party may from time to time designate by written notice by the other. Any notice given by post shall be deemed to have been delivered 48 hours after posting. Where notice is given by facsimile transmission or other electronic media it shall be deemed to have been delivered at the time specified on the senders transmission records if transmitted before 5 pm on a working day but otherwise on the next working day.

## 15 Severability

If any provision of this Contract (including the Quotation) is found to be invalid or unenforceable under any applicable law then such provision either shall be inoperative to the extent, or replaced with such wording, necessary to achieve compliance with such law. The remaining provisions of this contract, and such revised wordings as necessary to achieve compliance with the relevant law, shall remain binding on the parties and enforceable as if any such revision was not required.

### SECTION 2: Agreement to Terms and Conditions

I hereby agree to the Terms and Conditions of the AST General Terms of Business as stated above.

Signed name:- \_\_\_\_\_

Date:- \_\_\_\_\_

Company:- \_\_\_\_\_

Position:- \_\_\_\_\_