

TELECOM GREEN LTD STANDARD TERMS & CONDITIONS

1 Interpretation

1.1 In these Terms:

“ADDITIONAL SERVICES”	means any additional works, goods or services to be provided by a third party for which TELECOM GREEN LTD shall not be responsible for as detailed on the Specification Sheet;
“CONTRACT”	means the contract for the sale and purchase of the Goods and the supply of the Specified Services;
“CUSTOMER”	means the person named on the Specification Sheet for whom TELECOM GREEN LTD has agreed to provide the Goods and the Specified Service in accordance with these Terms;
“DOCUMENT”	includes, in addition to a document in Writing, a map, plan, design, drawing, picture or other image, or any other record of any information in any form;
“GOODS”	means the goods (including any instalment of the goods or any parts for them) which TELECOM GREEN LTD is to supply in accordance with these Terms;
“INPUT MATERIAL”	means any Documents or other materials, and any data or other information provided by the Customer relating to the Specified Service;
“OUTPUT MATERIAL”	means any Documents or other materials, and any data or other information provided by TELECOM GREEN LTD relating to the Specified Service;
“TELECOM GREEN LTD”	means TELECOM GREEN LIMITED (registered in England under number 05508837);
“SPECIFICATION SHEET”	means the sheet to which these Terms are appended;
“SPECIFIED SERVICE”	means the service to be provided by TELECOM GREEN LTD for the Customer and referred to in the Specification Sheet;

“TELECOM GREEN LTD’S STANDARD CHARGES”

means the charges shown in the Specification Sheet or as shown in TELECOM GREEN LTD’s brochure or other published literature relating to the Goods and/or Specified Service from time to time.

“TERMS”

means the standard terms of sale set out in this document and (unless the context otherwise requires) includes any special terms agreed in Writing between the Customer and TELECOM GREEN LTD;

“WRITING”

and any similar expression, includes facsimile transmission and comparable means of communication, but not electronic mail.

- 1.2 A reference in these Terms to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.3 The headings in these Terms are for convenience only and shall not affect their interpretation.

SALE OF GOODS

2 Basis of the sale of the Goods

- 2.1 TELECOM GREEN LTD shall sell and the Customer shall purchase the Goods in accordance with the Specification Sheet (if accepted by the Customer), or the Customer’s Written order (if accepted by TELECOM GREEN LTD), subject in either case to these Terms, which shall govern the Contract to the exclusion of any other terms subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.
- 2.2 No variation to these Terms shall be binding unless agreed in Writing between the authorised representatives of the Customer and TELECOM GREEN LTD.
- 2.3 TELECOM GREEN LTD’s employees or agents are not authorised to make any representations concerning the Goods unless confirmed by TELECOM GREEN LTD in Writing. In entering into the Contract the Customer acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in these Terms affects the liability of either party for fraudulent misrepresentation.

2.4 Any advice or recommendation given by TELECOM GREEN LTD or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by TELECOM GREEN LTD is followed or acted upon entirely at the Customer's own risk, and accordingly TELECOM GREEN LTD shall not be liable for any such advice or recommendation which is not so confirmed.

3 Orders and specifications

3.1 No order submitted by the Customer shall be deemed to be accepted by TELECOM GREEN LTD unless and until confirmed in Writing by TELECOM GREEN LTD's authorised representative.

3.2 The Customer shall be responsible to TELECOM GREEN LTD for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer, and for giving TELECOM GREEN LTD any necessary information relating to the Goods within a sufficient time to enable TELECOM GREEN LTD to perform the Contract in accordance with its terms.

3.3 The quantity, quality and description of the Goods and any specification for them shall be as set out in the Specification Sheet.

3.4 TELECOM GREEN LTD reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or E.U. requirements or, where the Goods are to be supplied to TELECOM GREEN LTD's specification, which do not materially affect their quality or performance.

3.5 No order which has been accepted by TELECOM GREEN LTD may be cancelled by the Customer except with the agreement in Writing of TELECOM GREEN LTD and on terms that the Customer shall indemnify TELECOM GREEN LTD in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by TELECOM GREEN LTD as a result of cancellation.

4 Price of the goods

4.1 The price of the Goods shall be TELECOM GREEN LTD's Standard Charges or, where no price has been quoted (or a quoted price is no longer valid), the price listed in TELECOM GREEN LTD's published price list current at the date of acceptance of the order. Where the Goods are supplied for export from the United Kingdom, TELECOM GREEN LTD's published export price list shall apply. All prices quoted are valid for 30 days only or until earlier acceptance by the Customer, after which time they may be altered by TELECOM GREEN LTD without giving notice to the Customer.

- 4.2 TELECOM GREEN LTD reserves the right, by giving Written notice to the Customer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to TELECOM GREEN LTD which is due to any factor beyond the control of TELECOM GREEN LTD (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give TELECOM GREEN LTD adequate information or instructions.
- 4.3 Except as otherwise stated in TELECOM GREEN LTD's Written quotation or in any price list of TELECOM GREEN LTD, and unless otherwise agreed in Writing between the Customer and TELECOM GREEN LTD, all prices are inclusive of delivery.
- 4.4 The price is exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay to TELECOM GREEN LTD.

SUPPLY OF SERVICES

5 Supply of the Specified Service

- 5.1 TELECOM GREEN LTD shall provide the Specified Service to the Customer subject to these Terms. Any changes or additions to the Specified Service or these Terms must be agreed in Writing by TELECOM GREEN LTD and the Customer.
- 5.2 The Customer shall at its own expense supply TELECOM GREEN LTD with all necessary Documents or other materials, and all necessary data or other information relating to the Specified Service, within sufficient time to enable TELECOM GREEN LTD to provide the Specified Service in accordance with the Contract. The Customer shall ensure the accuracy of all Input Material.
- 5.3 The Customer shall at its own expense retain duplicate copies of all Input Material and insure against its accidental loss or damage. TELECOM GREEN LTD shall have no liability for any such loss or damage, however caused. All Output Material shall be at the sole risk of the Customer from the time of delivery to or to the order of the Customer.
- 5.4 The Specified Service shall be provided in accordance with the Specification Sheet and otherwise in accordance with TELECOM GREEN LTD's current brochure or other published literature relating to the Specified Service from time to time, subject to these Terms.
- 5.5 Further details about the Specified Service, and advice or recommendations about its provision or utilisation, which are not given in TELECOM GREEN LTD's brochure or other promotional literature, may be made available on Written request.

- 5.6 TELECOM GREEN LTD may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Specified Service without any liability to the Customer.
- 5.7 TELECOM GREEN LTD may at any time without notifying the Customer make any changes to the Specified Service which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Specified Service.
- 5.8 All supply of service by TELECOM GREEN LTD is carried out on the basis of “Reasonable Endeavours”, defined in appendix 5.8.1 appended to this document or available on request.

TERMS OF PAYMENT

6 Terms of payment - Goods

- 6.1 Subject to any special terms agreed in Writing between the Customer and TELECOM GREEN LTD, TELECOM GREEN LTD may invoice the Customer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Goods, in which event TELECOM GREEN LTD shall be entitled to invoice the Customer for the price at any time after TELECOM GREEN LTD has notified the Customer that the Goods are ready for collection or (as the case may be) TELECOM GREEN LTD has tendered delivery of the Goods.
- 6.2 The Customer shall pay the price of the Goods (less any discount to which the Customer is entitled, but without any other deduction) within 30 days of the date of TELECOM GREEN LTD’s invoice, and TELECOM GREEN LTD shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods 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.

Terms of payment - Services

- 6.3 Subject to any special terms agreed, the Customer shall pay TELECOM GREEN LTD’s Standard Charges and any additional sums which are agreed between TELECOM GREEN LTD and the Customer for the provision of the Specified Service or which, in TELECOM GREEN LTD’s sole discretion, are required as a result of the Customer’s instructions or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Customer.

- 6.4 TELECOM GREEN LTD shall be entitled to vary TELECOM GREEN LTD's Standard Charges from time to time by giving not less than three months' Written notice to the Customer.
- 6.5 TELECOM GREEN LTD shall be entitled to invoice the Customer following the end of each month in which the Specified Service is provided, or at other times agreed with the Customer.
- 6.6 Upon completion of the Specified Services TELECOM GREEN LTD may serve a Written Notice ("a Completion Notice") upon the Customer advising them that in TELECOM GREEN LTD's opinion the Contract has been completed ("Completion").
- 6.7 The Customer may within 14 days of receipt of the Completion Notice identify in writing any issues which it thinks are outstanding (a "Counter Notice").
- 6.8 Any balance of TELECOM GREEN LTD's Charges (the "Balance") shall become payable within 14 days of service of the Completion Notice.
- 6.9 In the event that the Customer has served a Counter Notice the Balance shall be paid into a bank account to be opened in the joint names of the TELECOM GREEN LTD and the Customer where it shall be held pending either agreement that the Specified Services have been satisfactorily completed or other resolutions. Any interest accrued on the Balance shall be payable to the party to whom the Balance is ultimately paid or apportioned on a pro rata basis.

Terms of Payment - General

- 6.10 A deposit as stated in the Specification Sheet is payable upon entering into this agreement unless otherwise agreed.
- 6.11 Where the Customer is a limited company the directors of the Customer guarantee that due performance of the Customer's obligations under this contract.
- 6.12 If the Customer fails to make any payment on the due date then, without limiting
- 6.12.1 cancel the contract or suspend any further deliveries to the Customer;
 - 6.12.2 appropriate any payment made by the Customer to such of the Goods (or the goods supplied under any other contract between the Customer and TELECOM GREEN LTD) as TELECOM GREEN LTD may think fit (notwithstanding any purported appropriation by the Customer); and
 - 6.12.3 without prejudice to TELECOM GREEN LTD's rights under the Late Payment of Commercial Debts (Interest) Act 1988 (as

amended) charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of 8 per cent per annum above HSBC Bank base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

6.13 All charges quoted to the Customer for the provision of the Specified Service are exclusive of any Value Added Tax, for which the Customer shall be additionally liable at the applicable rate from time to time.

7 Delivery

7.1 Delivery of the Goods shall be made by the Customer collecting the Goods at TELECOM GREEN LTD's premises at any time after TELECOM GREEN LTD has notified the Customer that the Goods are ready for collection or, if some other place for delivery is agreed by TELECOM GREEN LTD, by TELECOM GREEN LTD delivering the Goods to that place.

7.2 Any dates quoted for delivery of the Goods are approximate only and TELECOM GREEN LTD shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by TELECOM GREEN LTD in Writing. The Goods may be delivered by TELECOM GREEN LTD in advance of the quoted delivery date on giving reasonable notice to the Customer.

7.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by TELECOM GREEN LTD to deliver any one or more of the instalments in accordance with these Terms or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

7.4 If TELECOM GREEN LTD fails to deliver the Goods (or any instalment) for any reason other than any cause beyond TELECOM GREEN LTD's reasonable control or the Customer's fault, and TELECOM GREEN LTD is accordingly liable to the Customer, TELECOM GREEN LTD's liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

7.5 If the Customer fails to take delivery of the Goods or fails to give TELECOM GREEN LTD adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of TELECOM GREEN LTD's fault) then, without limiting any other right or remedy available to TELECOM GREEN LTD, TELECOM GREEN LTD may:

- 7.5.1 store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or
- 7.5.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.

8 Risk and property

- 8.1 Risk of damage to or loss of the Goods shall pass to the Customer:
 - 8.1.1 in the case of Goods to be delivered at TELECOM GREEN LTD's premises, at the time when TELECOM GREEN LTD notifies the Customer that the Goods are available for collection; or
 - 8.1.2 in the case of Goods to be delivered otherwise than at TELECOM GREEN LTD's premises, at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when TELECOM GREEN LTD has tendered delivery of the Goods.
- 8.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms, the property in the Goods shall not pass to the Customer until TELECOM GREEN LTD has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by TELECOM GREEN LTD to the Customer for which payment is then due.
- 8.3 Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as TELECOM GREEN LTD's fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as TELECOM GREEN LTD's property, but the Customer may resell or use the Goods in the ordinary course of its business.
- 8.4 Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), TELECOM GREEN LTD may at any time require the Customer to deliver up the Goods to TELECOM GREEN LTD and, if the Customer fails to do so forthwith, enter on any premises of the Customer or any third party where the Goods are stored and repossess the Goods.
- 8.5 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of TELECOM GREEN LTD, but if the Customer does so all moneys owing by the Customer to TELECOM GREEN LTD shall (without limiting any other right or remedy of TELECOM GREEN LTD) forthwith become due and payable.

9 Additional Services

9.1 In order to fulfil its obligations under this contract TELECOM GREEN LTD may recommend or require that additional work or services need to be undertaken prior to or during the continuance of the contract. TELECOM GREEN LTD may also introduce the Customer to telecomm service providers who may, in TELECOM GREEN LTD's opinion, provide a more effective or cheaper service to the Customer. These shall be identified in The Specification Sheet as Additional Services. A third party will typically provide such Additional Services.

9.2 The Customer shall ensure that any Additional Services identified in the Specification Sheet are completed prior to the commencement of the provision of the Specified Services.

9.3 It is the responsibility of the Customer to enter into a separate contractual relationship with any third party that is contracted to provide any Additional Services. Whilst TELECOM GREEN LTD are happy to provide suggestions of suitable third parties for the provision of Additional Services it is for the Customer to satisfy itself that any third party provider is suitable for the provision of the Additional Services.

9.4 TELECOM GREEN LTD cannot be held responsible for any delay or additional costs incurred as a result of the Additional Services not being provided either on time or in a satisfactory manner. In the event that TELECOM GREEN LTD's ability to fulfil its obligations under the Contract are being impaired by the third party service provider then TELECOM GREEN LTD may give written notice to the Customer identifying the defects in the works or the delay being incurred in the provision of the works requiring such work to be completed. In the event that such works are not completed within a reasonable period of time then TELECOM GREEN LTD shall be entitled to terminate the contract.

10 Sub-Contractors

TELECOM GREEN LTD may sub-contract its obligations under this contract

11 Warranties and liability - Goods

11.1 Subject to the following provisions TELECOM GREEN LTD warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 3 months from the date of their initial use or 3 months from delivery, whichever is the first to expire.

11.2 The above warranty is given by TELECOM GREEN LTD subject to the following conditions:

11.2.1 TELECOM GREEN LTD shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Customer;

11.2.2 TELECOM GREEN LTD shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow TELECOM GREEN LTD's instructions (whether oral or in Writing), misuse or alteration or repair of the Goods without TELECOM GREEN LTD's approval;

11.2.3 TELECOM GREEN LTD shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;

11.2.4 the above warranty does not extend to parts, materials or equipment not manufactured by TELECOM GREEN LTD, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to TELECOM GREEN LTD.

11.3 Subject as expressly provided in these Terms, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

11.4 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these Terms.

11.5 A claim by the Customer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to TELECOM GREEN LTD within seven 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 TELECOM GREEN LTD accordingly, the Customer shall not be entitled to reject the Goods and TELECOM GREEN LTD shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

11.6 Where a valid claim in respect of any of the Goods which is based on a defect in the quality or condition of the Goods or their failure to meet specification is notified to TELECOM GREEN LTD in accordance with these Terms, TELECOM GREEN LTD may replace the Goods (or the part in question) free of charge or, at TELECOM GREEN LTD's sole discretion, refund to the Customer the price of the Goods (or a proportionate part of the price), in which case TELECOM GREEN LTD shall have no further liability to the Customer.

Warranties and Liability - the Specified Services

11.7 TELECOM GREEN LTD warrants to the Customer that the Specified Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Specification and at the intervals and within the times referred to in the Specification Sheet.

11.8 TELECOM GREEN LTD shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Customer.

11.9 Except in respect of death or personal injury caused by TELECOM GREEN LTD's negligence, or as expressly provided in these Terms, TELECOM GREEN LTD shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of TELECOM GREEN LTD, its servants or agents or otherwise) which arise out of or in connection with the provision of the Specified Service or their use by the Customer, and the entire liability of TELECOM GREEN LTD under or in connection with the Contract shall not exceed the amount of TELECOM GREEN LTD's charges for the provision of the Specified Service, except as expressly provided in these Terms.

Warranties & Liabilities - General

11.10 Except in respect of death or personal injury caused by TELECOM GREEN LTD's negligence, or liability for defective products under the Consumer Protection Act 1987, TELECOM GREEN LTD shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of TELECOM GREEN LTD, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods (including any delay in supplying or any failure to supply the Goods in accordance with the Contract or at all) or their use or resale by the Customer or the supply of the Specified Service, and the entire liability of TELECOM GREEN LTD under or in connection with the Contract shall not exceed the price of the Goods and for the Specified Services, except as expressly provided in these Terms.

11.11 TELECOM GREEN LTD 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 TELECOM GREEN LTD's obligations in relation to the Goods or Specified Services, if the delay or failure was due to any cause beyond TELECOM GREEN LTD's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond TELECOM GREEN LTD's reasonable control:

- 11.11.1 natural disaster, explosion, flood, tempest, fire or accident;
- 11.11.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- 11.11.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 11.11.4 import or export regulations or embargoes;
- 11.11.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of TELECOM GREEN LTD or of a third party);
- 11.11.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- 11.11.7 power failure or breakdown in machinery.

12 Indemnity

12.1 If a claim is made against the Customer that the Goods infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, then unless the claim arises from the use of a drawing, design or specification supplied by the Customer, TELECOM GREEN LTD shall indemnify the Customer against all loss, damages, costs and expenses awarded against or incurred by the Customer in connection with the claim, or paid or agreed to be paid by the Customer in settlement of the claim, provided that:

12.1.1 TELECOM GREEN LTD is given full control of any proceedings or negotiations in connection with the claim;

12.1.2 the Customer shall give TELECOM GREEN LTD all reasonable assistance for the purposes of any such proceedings or negotiations;

12.1.3 except pursuant to a final award, the Customer shall not pay or accept the claim, or compromise any such proceedings without the consent of TELECOM GREEN LTD (which shall not be unreasonably withheld);

12.1.4 the Customer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Customer may have in relation to such infringement, and this indemnity shall not apply to the extent that the Customer recovers any sums under any such policy or cover (which the Customer shall use its best endeavours to do);

12.1.5 TELECOM GREEN LTD shall be entitled to the benefit of, and the Customer shall accordingly account to TELECOM GREEN LTD for, all damages and costs (if any) awarded in favour of the Customer which are payable by, or agreed with the consent of the Customer (which consent shall not be unreasonably withheld) to be paid by, any other party in respect of any such claim; and

12.1.6 without limiting any duty of the Customer at common law, TELECOM GREEN LTD may require the Customer to take such steps as TELECOM GREEN LTD may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which TELECOM GREEN LTD is liable to indemnify the Customer under this clause.

13 Insolvency of Customer

13.1 This clause 13 applies if:

13.1.1. the Customer makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or

goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

13.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or

13.1.3 the Customer ceases, or threatens to cease, to carry on business; or

13.1.4 TELECOM GREEN LTD reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

13.2 If this clause applies then, without limiting any other right or remedy available to TELECOM GREEN LTD, TELECOM GREEN LTD may cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

14 Rights in Input Material and Output Material

14.1 The property and any copyright or other intellectual property rights in:

14.1.1 any Input Material shall belong to the Customer

14.1.2 any Output Material shall, unless otherwise agreed in Writing between the Customer and TELECOM GREEN LTD, belong to TELECOM GREEN LTD, subject only to the right of the Customer to use the Output Material for the purposes of utilising the Specified Service.

14.2 Any Input Material or other information provided by the Customer which is so designated by the Customer and any Output Material shall be kept confidential by TELECOM GREEN LTD, and all Output Material or other information provided by TELECOM GREEN LTD which is so designated by TELECOM GREEN LTD shall be kept confidential by the Customer; but the foregoing shall not apply to any Documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.

14.3 The Customer warrants that any Input Material and its use by TELECOM GREEN LTD for the purpose of providing the Specified Service will not infringe the copyright or other rights of any third party, and the Customer shall indemnify TELECOM GREEN LTD against any loss, damages, costs, expenses or other claims arising from any such infringement.

14.4 Subject to paragraph 4.3, TELECOM GREEN LTD warrants that any Output Material and its use by the Customer for the purposes of utilising the Specified Service will not infringe the copyright or other rights of any third party, and TELECOM GREEN LTD shall indemnify the Customer against any loss, damages, costs, expenses or other claims arising from any such infringement.

15 Termination

15.1 The Customer shall be entitled to terminate the Contract at any time by giving not less than [three] months' Written notice to TELECOM GREEN LTD.

15.2 Either party may (without limiting any other remedy) at any time terminate the Contract by giving Written notice to the other if the other commits any breach of these Terms and (if capable of remedy) fails to remedy the breach within 30 days after being required by Written notice to do so, or if the other goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

16 General

16.1 These Conditions (together with the terms, if any, set out in the Specification Sheet) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in Writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

16.2 A notice required or permitted to be given by either party to the other under these Terms shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

16.3 No waiver by TELECOM GREEN LTD of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

16.4 If any provision of the Contract is held by a court or other 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 provision in question shall not be affected.

16.5 The Contract shall be governed by the laws of England, and the Customer agrees to submit to the non-exclusive jurisdiction of the English courts.

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