

dBD General Terms and Conditions- Updated September 2024

1. DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1 The "**Customer**" means the company /organisation or person who buys/hires the products or service.
- 1.2 The "**Supplier**" means dBD Communications and Management Consultancy Limited, a company registered in United Kingdom under company number 04431602, whose registered office address is at 2 Nobel Square, Burnt Mills Industrial Estate, Basildon, Essex, SS13 1LS (hereinafter 'dBD').
- 1.3 The "**Products**" means goods and services supplied to the Customer by the Supplier.
- 1.4 The "**Quotation**" means the offer to supply products and or services to the Customer.
- 1.5 The "**Services**" means any service/s which may be supplied to the Customer, including installations, repairs, servicing of products, product trials, post design services (PDS), inspections & training.
- 1.6 The "**Contract**" means the agreement under which the Supplier will provide the products or services to the Customer consisting of these Terms and Conditions and any electronic confirmation to proceed with a purchase of goods or services.
- 1.7 The "**Order or Purchase Order**" means a Customer's request for the Supplier to make, supply or deliver products or services.
- 1.8 The "**SLA**" means Service Level Agreement.
- 1.9 The "**RMA**" means Returns Material Authorisation.
- 1.10The "**CSP**" means Customer Support Package.
- 1.11The "**SAT**" means Site Acceptance Test.
- 1.12The "**FAT**" means Factory Acceptance Test.
- 1.13The "**Hire Goods**" Goods which are, or are to be hired to the Customer.
- 1.14"**Hire Charges**" The Supplier's charging rate for the hire of the Hired Goods which is current from time to time during the Hire Period.
- 1.15"**Hire Period**" the period commencing when the Customer receives the Hired Goods on hire. (including Saturdays Sundays and Bank Holidays) and ending upon the happening of any of the following events: (i) the physical return of the Hired Goods by the Customer into the Supplier's possession; or (ii) the physical repossession or collection of Hired Goods by the Supplier.
- 1.16The "**Service Charges**" The Supplier's charging rate for the service provided and any additional goods which is current from time to time during the Service Period.
- 1.17The "**Service Period**" the period commencing/Finishing as per the email confirmation/Purchase order provided by the Customer to the Supplier and is confirmed by the Supplier.
- 1.18The "**Liability**" any liability whatsoever, the consequences arising from the liability, any direct, indirect or consequential loss, damage, costs or expenses resulting from the liability, whether the liability arises as a result of breach of the Contract, breach of statutory duty, liability in tort or otherwise, and even if the liability results from a party's negligence or from negligence for which that party would otherwise be liable.
- 1.19The "**Damaged Goods**" Goods not returned in a good working order and are no longer in the condition they were supplied in.
- 1.20"**Trigger Event**" Breach of contract due to either;
 - 1.20.1 Actual breaches: when one party refuses to fully perform the terms of the contract.
 - 1.20.2 Anticipatory breaches: when one party lets you know the terms of the agreement will not be completed.
- 1.21"**Breach of Contract**" where one party fails to fulfil an obligation or breaks the 'Terms and Conditions' as set out in the agreement.
- 1.22"**VAT**" VAT, or Value Added Tax, is levied on the sale of goods and services in the UK. It is a type of 'consumption tax' because it is charged on items that people buy and is also an 'indirect tax' because it is collected by businesses on behalf of the Government, unless the domestic customer is CIS and VAT registered when reverse VAT could apply.
- 1.23"**Ex works**" relates to the default incoterms dBD agrees to. The Customer is responsible for all transportation and insurance liability costs and must collect the goods from the seller, unless other arrangements are agreed.
- 1.24 "**Exit Fee**"- **Repayment of charges after order accepted or early return medium or long term hire contracts**

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15.1.13 The Customer acknowledges and agrees that if a Trigger Event has occurred then the following shall apply:

15.1.14 The Customer shall, at the Supplier's request, promptly return any Relevant Hired Goods to the Supplier.

15.1.15 The Supplier may recover any Hire Goods, in accordance with clause 8.

15.1.16 The Supplier may, without Liability, withhold the performance of any Services and cease any Services in progress under this and/or any other Contract with the Customer;

15.1.17 The Supplier may immediately cancel, terminate and/or suspend, in whole or in part, and without Liability, the Contract and/or any other contract with the Customer;

15.1.18 If any Trigger Event occurs, the Customer will be liable for the costs arising from loss or damage to Goods including but not limited to the costs of replacement, repair and/or recovery.

16. TERMINATION OF HIRE

16.1 If the Hire Period has a fixed duration, neither the Customer nor the Supplier shall be entitled to terminate the
1.25 **"Pro-forma Invoice" Prepayment Invoice**

Part 1

2. GENERAL TERMS

- 2.1 All quotations are given and all orders are accepted subject to the Supplier's conditions of sale and no others. These conditions which supersede any other Terms and Conditions shall override any other Terms and Conditions stipulated, or referred to by the Customer whether in the order or in any negotiations.
- 2.2 Any variation to these Terms and Conditions will only be applicable if agreed in writing by the Supplier.
- 2.3 The customer must advise the supplier if they are VAT and CIS registered.
- 2.4 The hire of goods only is not within the scope of CIS and therefore the reverse charge does not apply to the hire charge.

3. QUOTATIONS

- 3.1 The Supplier's offer to supply the products, is hereafter called "the Quotation", to the Customer. Unless otherwise stated the Quotation will be valid for 30 Calendar days from the date on which it is submitted to the Customer and will not be valid beyond this period unless it is subsequently extended by the Supplier in writing.
- 3.2 All quotations are subject to withdrawal or amendment at any time prior to order acknowledgement by the Supplier for products referred to therein and also subject to materials being available at the time of acceptance of the order. Clerical errors are subject to correction.
- 3.3 Packing, delivery and insurance are charged extra on an ex-works dBD site Incoterms 2020 basis. No discounts shall apply unless previously agreed by us in writing.

4. ORDERS

- 4.1 All orders must be sent to the Supplier electronically with a valid purchase order number. Telephone or verbal orders will not be accepted, email order reference numbers will be legally binding.
- 4.2 Any orders placed where the customer does not hold a credit account will not be processed until payment has been received in line with the prepayment terms agreed. A pro-forma invoice will be sent

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4.3 An order acknowledgement will be sent to the Customer once the order has been processed. The Customer must notify the Supplier within one working day of any discrepancies which is deemed unacceptable, failure to do so will constitute acceptance of the order as processed.

5. BESPOKE ORDERS

5.1 For special order items and made to order products, once production run quantity is agreed any changes to quantities, design or configuration, will be subject to an additional cost and will be calculated accordingly by the Supplier.

6. SERVICE LEVEL AGREEMENTS, SERVICING AND ANNUAL MAINTENANCE

- 6.1 Where an agreed CSP is in place the Supplier is committed to delivering an agreed SLA, a copy of which will be signed against the specific order terms.
- 6.2 Any deviation from the SLA due to unforeseen circumstances will be communicated to the Customer as soon as possible. In such circumstances every effort will be made to offer an alternative stocked product.
- 6.3 All returns goods must be agreed in advance.
- 6.3.1 All returns will receive a number, the number will be issued by the supplier
- 6.3.1.1.1 UK - Inspection, Repair or Maintained _ Opp number
- 6.3.1.1.2 UK - Sale, item being returned to stock or as a buy back- Original Opp number and sales order return number
- 6.3.1.1.3 International - Inspection, Repair or Maintained _ IP number will be issued by the supplier, the customer must add IP reference to the AWB and communicate the AWB number and serial numbers to the supplier prior to shipment being sent. This information will ensure the correct imports codes are assigned allowing the supplier to inform customs of the return. It will also ensure all parties do not pay boarder taxes on returns that would not usually carry a tax. **note:** when imports or exports procedures are done incorrectly both customer and supplier could be charged.
- 6.3.1.1.4 International – Sale, item being returned to stock or as a buy back- Original Opp number and sales order return number, will be issued by the supplier - customer must add Opp reference to the AWB and communicate the AWB number and serial numbers to the supplier prior to shipment being sent. This information will ensure the correct imports codes are assigned allowing the supplier to

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6.3.1.1.5 All International returns will be inspected as a priority, usually within 48 hrs of receipt and details communicated to the customer, once repair is agreed the items will be repaired and or serviced within 48hrs of receipt of PO. Please note all timeframes are Monday to Friday, orders received on a Friday afternoon may take a little longer to process.

7. PRICES

7.1 Prices quoted in Quotations represent no obligation by the Supplier to supply until the Supplier accepts the Customer's order in a written order acknowledgement.

7.2 Line Prices quoted exclude VAT, this, if applicable is added at the prevailing rate after the net order value has been calculated, VAT is subject to change in line with government notices.

7.3 The currency of each quote will be shown on the quotation, please note payments by credit card will be GBP only and the exchange rate will be matched to any conversation rates used on the specific quotation, this may not match the daily commercial rate at point of order.

7.4 The Supplier reserves the right at any time before delivery to vary the price of the products if after the date of the quotation or order there is any increase in the total cost of such products to the Supplier arising from cause beyond the Supplier's control. Provided that if any such price variation shall increase the price contained in the quotation or order, the Customer may by written notice to the Supplier cancel the non- delivered balance of the order, unless the order is of a special nature.

8. CREDIT

8.1 If Customer requires a credit account an application must be completed.

8.2 dBD Communications & Management Consultancy Ltd's standard terms and conditions are 30 days from date of invoice. If you wish to extend these terms you must request this on the form next to 'Credit Amount Required'.

8.3 By submitting an application, you authorise dBD Communication & Management Consultancy Ltd to make enquiries into your credit history and current position.

8.4 Credit values required will be applied to your account upon receiving a successful review provided by our Trade

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8.5 dBD Communications & Management Consultancy Ltd guarantees that your contact information will not be shared with any other third party other than those disclosed above.

8.6 All Credit will be managed in line with the Suppliers Trade Credit Insurance Boundaries.

8.7 The Supplier will review the Credit periodically and alter the credit limit according. Customers will be notified of any major changes implemented.

8.8 Customers who do not have a credit facility cannot hire unless a deposit is paid to cover the replacement value, this would be returned once the hire period ends.

9. PAYMENT

9.1 Terms of payment are pro-forma or letter of credit unless a credit account has been established with the Supplier. Where a credit account has been established with the Supplier, payment must be made for each instalment of products delivered within the agreed credit terms from date of the invoice in the currency specified on the invoice (whether the products delivered are the whole or only part of the original order and time of payment of the price shall be of the essence).

9.2 The Customer must raise any dispute relating to an invoice within 15 Calendar days of the date of invoice. If the Customer's dispute is held valid, the Supplier shall credit the Customer the disputed amount.

9.3 The Supplier reserves the right at their discretion to refuse to establish credit account facilities, and/or to terminate any such credit account facilities already in existence.

9.4 If the Customer fails to pay any sum due to Supplier by its due date, the Customer shall pay to the Supplier, in addition to such sum or sums due, interest thereon at the prevailing UK Statutory rate for interest on late payment calculated on a daily basis together with any additional costs and expenses incurred by the Supplier. As per the **Late Payment of Commercial Debts (Interest) Act 1998**.

9.5 The Supplier may at its sole discretion and without liability postpone or cancel all or part of the Contract or any other contract between the Customer and the Supplier without prejudice to any other right or remedy which the Supplier may have against the Customer in respect of such default.

9.6 The Supplier reserves the right to take legal action if an invoice remains unpaid after the due date. All legal and debt recovery costs, late payment fees and interest charges incurred by the Supplier will be passed on to the Customer.

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- 9.7 Customer payments that exceed the credit terms in place will be reported to the Trade Credit Insurers as set out in the Suppliers contractual conditions. The Supplier will advise the customer of this step prior to engaging with the Trade Credit team.
- 9.8 Credit card fees apply to all commercial credit cards, American express and diner's cards are not accepted.
- 9.9 Payments must be made to the correct currency bank account, if payment is received to the incorrect account any charges incurred will be the customer's responsibility.
- 9.10 The customer and Supplier are responsible for their own banks fee's, if sender's fees have not been covered and this results in a lower value being received at suppliers bank the reduction on the customer credit will be lower. The supplier will advise the customer if this happens and show evidence reduction due of the costs incurred. Any difference will be due immediately

10. PRODUCT CANCELLATIONS AND RETURNS

- 10.1 In the event of the cancellation of an order the Supplier reserves the right to charge the Customer up to 100% for stock held by the Supplier pending shipment, up to 100% for items where the Supplier cannot cancel delivery from their supplier and up to 50% for the remaining balance. In particular, (but without limitation), in the event of cancellation by the Customer of any part of an order, the Supplier shall be entitled to recalculate the price for the un-cancelled part of the order as if it constituted the whole order and to re-invoice the customer accordingly.
- 10.2 No returns will be permitted without prior consent in writing by the Supplier and products must be returned at the Customer's expense in the original condition and the original packaging. Only complete pack quantities will be accepted by the Supplier.
- 10.3 It is the Customer's responsibility to ensure that the products are carefully packaged to avoid damage in transit.
- 10.4 It is the responsibility of the Customer to ensure that any Products classified as dangerous goods must comply with the current IATA, ADR & IMDG transportation Regulations.
- 10.5 A credit note will only be given for returned products upon agreement with the Supplier if they are received in the original condition and the original packaging.

11. DELIVERY

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11.1 Delivery shall be Ex-Works from the Supplier's dBD Basildon site unless otherwise specified. Any time or date quoted by the Supplier for delivery is given and intended as an estimate only.

11.2 Whilst every endeavour will be made to meet an estimated time of delivery, the Supplier shall not be liable to make good any damage or loss whether arising directly or indirectly out of delay in delivery.

11.3 The Supplier reserves the right to deliver in instalments against any order. No partial shipment or delivery shall constitute a breach by the Supplier.

11.4 Risk against loss or damage to all or any of the Products shall transfer from the Supplier to the Customer in accordance with the specified Incoterm.

11.5 Where applicable, delivery will be subject to receipt by the Supplier of any necessary export licenses, documentation or requirements. In the event these cannot be obtained by the Supplier, the Supplier will be entitled to terminate the order with immediate effect without any liability.

11.6 Non-delivery must be reported immediately in writing by the Customer to the Supplier and to the carrier within

- (i) 5 working days of the date of dispatch United Kingdom deliveries.
- (ii) 7 working days of the date of dispatch European Union deliveries
- (iii) 10 working days of the date of dispatch Rest of the world.

11.7 Where the Supplier tender's delivery in accordance with the Contract and the Customer either refuses to accept delivery at that time or subsequently returns the Products without good cause, the customer shall be deemed to be in breach of the Contract and the Supplier will be entitled to treat the order or any relevant part of it as cancelled by the Customer.

11.8 When delivery is delayed for reasons attributable to the Customer or agents acting on behalf of the customer, storage and other additional costs will be charged to the Customer and the Products will be at the Customer's risk from the commencement of such delay. The Supplier reserves the right to invoice the Products at the original delivery date. Customers outside the UK are responsible at their own expense for obtaining any import license required in the country for which the Goods are destined.

12. INSPECTION

12.1 When the Customer examines the Products before the delivery is affected they shall have no further right to inspect on arrival other than to notify us of any loss or damage in transit.

12.2 When the Products are delivered to the Customer without any previous examination by them, they shall inspect them immediately on arrival and shall within 10 (ten) working days of such inspection give written notice to the

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16.1 If the Hire Period has a fixed duration, neither the Customer nor the Supplier shall be entitled to terminate the Supplier of any matter or reason for which he may allege that the Products are not in accordance with the Contract. If the Customer shall fail to give such notice the Products shall be deemed to be in all respect in accordance with the Contract and the Customer shall be bound to accept and pay for them accordingly.

13. OWNERSHIP / LIABILITY

13.1 Until the Customer makes payment in full for the Products (and has made payment of all other amounts due to the Supplier) ownership shall be retained by the Supplier.

13.2 Legal and equitable ownership of the Products remains with us, notwithstanding delivery thereof to the Customer, until we have received in cash or cleared funds payment in full of the price of the products and all other amounts due from the customer to the Supplier. Until such time the Customer will be obliged to keep the products separate from his own products and the ownership remains with the Supplier.

13.3 Until such time as the property rights of the products passes to the Customer the Supplier shall be entitled to entry upon any premises of the Customer or third party where the products are stored or are thought to be stored and repossess the products.

13.4 If the Customer has failed to make payment by the due date the Supplier reserves the right to take legal action against the Customer for non-payment. All legal and debt recovery cost, late payment fees and interest charges incurred by the Supplier will be passed onto the Customer.

13.5 Notwithstanding that the ownership of the goods may remain with the Supplier, as from the time of the delivery of the Goods to the Customer the risk of any loss or damage of the Goods, by any means arising shall be borne by the Customer.

13.6 The Supplier's liability for any shortage, failure or defect in the products supplied shall be limited to the cost of making good any such shortage. The Supplier shall not in any event be liable for damage of loss sustained or liability incurred by the Customer as a direct or indirect consequence of such shortage, failure or defect. It shall be the responsibility of the Customer to satisfy himself as to the fitness of the products for any particular purpose and the products are sold without any warranty express or implied as to their fitness for particular purpose.

14. PRODUCT INFORMATION & DATA

14.1 Illustrations, photographs, weights, measurements and descriptions are statements of the opinion and are provided for information only and form no part of the contract.

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- 14.2 The Supplier reserves the right to make any changes without notice to the material, dimensions and designs which, having regard to all circumstances, it deems reasonable or desirable without affecting the validity of the contract.
- 14.3 All sizing and measurements are approximate.
- 14.4 Any description given or applied to the products is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the Customer hereby affirms that it does not in any way rely on any description when entering into the contract.
- 14.5 Whilst the Supplier has made every effort to ensure that details and information (including relating to colours, performance, size, weights and dimensions) given is accurate at the time of producing this document, full technical specifications are not included and furthermore, the policy is that of continuous improvement and the Supplier reserves the right to alter details and information as the need arises.
- 14.6 Accordingly the Customer should check any details and information they wish to rely on with the Supplier prior to use of any product or service contained in this document. The Supplier cannot accept any liability in respect of any errors or omissions herein contained or for any loss or damage, malfunction or consequential loss arising from reliance upon this publication.

15. DEFECTIVE GOODS & WARRANTY

- 15.1 If the products were manufactured in accordance with the Customer's or Manufacturer's drawings and specifications, but the products are defective, the Supplier shall be entitled to charge for all additional expenses and costs relating to the re-work of such Products. The Supplier shall be under no liability in respect of any defect or fault in the products arising from any drawing, design or specification supplied by the Customer, nor that arising from wilful damage or misuse or alteration or repair or modification of Products without our approval.
- 15.2 If any products are or become faulty or defective by reason only of the use of defective materials or faulty workmanship within the period of warranty from the date of delivery, we will (at our option) either refund the price of such products or replace or repair such products provided that the Customer shall have notified us in writing of the fault or defect in the Products and have returned the faulty or defective Products to us for inspection within the warranty period from the date of delivery. Such liability is in place of any other conditions or warranties expressed or implied as to the quality or fitness for any purpose of the Products, and all such conditions and warranties are, to the extent permitted by law. Liability to the Customer or to any third party in

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15.3 Under no circumstances will we be liable for any consequential, indirect incidental or special loss or damage including, but not limited to loss of profit, goodwill or opportunity suffered by the Customer. In the event that we are under any liability to the Customer in respect of the goods, the same shall form a separate cause of action and shall not entitle the Customer to any setting off and the full amount of all sums payable to us from the Customer hereunder shall remain due and owing. All products are covered by their respective manufacturers warranty and the Customer shall subject these to a batch check before use or installation into equipment.

15.4 Goods returned under this guarantee shall be delivered to our premises at the Customer's expense and if found not to be defective (or when the defect is attributable to the Customer's design or materials) will be returned to the Customer at the Customer's expense and subject to a testing charge of 15% of the invoice price together with VAT thereon if applicable.

15.5 The products shall not be considered defective unless:

- (i) They are not in accordance with the Customer's specification where this is an agreed specification; or
- (ii) if the Customer has no such specification or to the extent that the Customer's specification is silent as to any aspect of the design, function, performance, tolerances, quality or characteristics of the products, they do not conform to our published information or if no such information has been published the products do not conform to that which we consider normal or usual for products of the kind sold at a similar price. We are not in a position to ensure that the Customer's specifications is correct and/or sufficient for the purposes intended by the Customer or any other purpose, and the Customer must satisfy himself on this point.

15.6 All products are covered by a warranty period, periods of warranty are subject to the manufactures limits and as such warranty for individual items should be requested at point of purchase.

15.7 Customers must notify dBD Communications within 10 working days from date of shipment of any defective product.

15.8 Approval must be obtained from dBD prior to the return of any product for inspection under warranty.

15.9 Shipping charges for all materials returned under a Limited Warranty are to be prepaid by the Customer. This warranty is limited to the original Customer. dBD's sole liability, and Customer's sole remedy, arising out of any sale of products to Customer is expressly limited to either (1) Credit for the purchase price paid by Customer for such products (without interest), or (2) Repair and/or replacement of such products found to be defective after

15.1.12 Appears reasonably to the Supplier to be about to suffer any of the above events; each, a Trigger Event, then the Supplier shall have the rights recover equipment or potential losses.

15.1.13 The Customer acknowledges and agrees that if a Trigger Event has occurred then the following shall apply:

15.1.14 The Customer shall, at the Supplier's request, promptly return any Relevant Hired Goods to the Supplier.

15.1.15 The Supplier may recover any Hire Goods, in accordance with clause 8.

15.1.16 The Supplier may, without Liability, withhold the performance of any Services and cease any Services in progress under this and/or any other Contract with the Customer;

15.1.17 The Supplier may immediately cancel, terminate and/or suspend, in whole or in part, and without Liability, the Contract and/or any other contract with the Customer;

15.1.18 If any Trigger Event occurs, the Customer will be liable for the costs arising from loss or damage to Goods including but not limited to the costs of replacement, repair and/or recovery.

16. TERMINATION OF HIRE

16.1 If the Hire Period has a fixed duration, neither the Customer nor the Supplier shall be entitled to terminate the inspection by dBD, and such remedies shall be exclusive and in lieu of all others. This warranty is in lieu of any and all other warranties, whether oral, written, expressed, implied or statutory. Further, no warranty will apply if the Product has been subject to misuse, neglect, accident or modification, or has been soldered or altered in any way.

16. INTELLECTUAL PROPERTY RIGHTS

16.1 The Supplier grants to the Customer the non-exclusive right to use in relation to the promotion, marketing and sales of the Supplier's Products, Trademarks, copyright, and any patent, copyright, design right or other Intellectual Property rights ("Intellectual Property") of the Supplier in relation to the Products traded during the term of the distribution agreement.

16.2 The Customer shall ensure that each reference to and use of any of the Supplier's "Intellectual Property" by the Customer in relation to the Products in any advertising or marketing material or otherwise is approved by the Supplier.

16.3 The Customer shall not:

16.3.1 Modify any of the Products or their packaging except to the extent that this is required in accordance with applicable law;

16.3.2 Alter or remove from the Products any of the Trademarks, labelling or the numbers or other means of identification used on or in relation to the Products;

16.3.3 Use any of the Trademarks in any way which might prejudice their distinctiveness or validity or the goodwill of the Supplier;

16.3.4 Use in relation to the Products any Trademarks other than the Supplier's Trademarks without obtaining the prior written consent of the Supplier;

16.3.5 Use any Trademarks, or trade names which so resemble any of the Supplier's Trademarks as to be likely to cause confusion or deception;

16.3.6 Use or solicit third parties to use any of the Supplier's product designs which so resemble any of the Supplier's designs as to be likely to cause confusion or deception;

16.3.7 Use any of the Supplier's Trademarks as part of the Customer's corporate or business name; or

16.3.8 Apply for or register as a Trademark or as a domain name in the territory or elsewhere any name or mark or design which is the same as or similar to any of the Trademarks or any domain name or design of the Supplier, but if the Customer applies for or registers any Trademark or domain name in breach of this clause, it shall transfer it to the Supplier on demand.

15.1.12 Appears reasonably to the Supplier to be about to suffer any of the above events; each, a Trigger Event, then the Supplier shall have the rights recover equipment or potential losses.

15.1.13 The Customer acknowledges and agrees that if a Trigger Event has occurred then the following shall apply:

15.1.14 The Customer shall, at the Supplier's request, promptly return any Relevant Hired Goods to the Supplier.

15.1.15 The Supplier may recover any Hire Goods, in accordance with clause 8.

15.1.16 The Supplier may, without Liability, withhold the performance of any Services and cease any Services in progress under this and/or any other Contract with the Customer;

15.1.17 The Supplier may immediately cancel, terminate and/or suspend, in whole or in part, and without Liability, the Contract and/or any other contract with the Customer;

15.1.18 If any Trigger Event occurs, the Customer will be liable for the costs arising from loss or damage to Goods including but not limited to the costs of replacement, repair and/or recovery.

16. TERMINATION OF HIRE

16.1 If the Hire Period has a fixed duration, neither the Customer nor the Supplier shall be entitled to terminate the
16.4 The Customer shall promptly and fully inform the Supplier of any actual, threatened or suspected infringement in the territory of any of the Trademarks or other Intellectual Property of the Supplier which comes to the Customer's notice.

16.5 The Customer shall not do or authorise any third party to do any act which would or might infringe, invalidate or be inconsistent with the Intellectual Property rights of the Supplier.

17. FORCE MAJEURE

17.1 Every effort will be made by the Supplier to carry out any contract based on the quotation or order but due performance of it is subject to variation of events or circumstances outside its reasonable control, including but not limited to; acts of God, strikes, riot, lock outs, accidents, war, fire, flood, snow, drought, Pandemic and Epidemic related issues, breakdown of plant or machinery or unavailability of raw materials from a natural source of supply, civil commotion, restriction by Government or other competent authority or any other cause beyond the Supplier's control or owing to the Supplier's inability to procure materials or articles except at enhanced prices due to any for the foregoing causes. If such an occasion should arise the Supplier will be relieved of all liability for obligations to the Customer to the extent to which the fulfilment of such obligations is prevented, frustrated or impeded in consequence of such an event.

18. LAW AND JURISDICTION

18.1 These conditions shall be governed by and construed in accordance with the law of England and Wales.

19. LIEN

19.1 In the event of the Customer's insolvency we shall be entitled (in addition to any lien arising by law) to a general lien on all the Customer's Products in our possession (although the same or some of them have been paid for) any money due either in respect of any such Products or in respect of any general or particular balance or other money due from the Customer to us, whether under the same or any other order.

20. SAT– Site Acceptance Test

20.1 Where installation is required, the Customer and the Supplier will agree a mutually convenient date for

15.1.12 Appears reasonably to the Supplier to be about to suffer any of the above events; each, a Trigger Event, then the Supplier shall have the rights recover equipment or potential losses.

15.1.13 The Customer acknowledges and agrees that if a Trigger Event has occurred then the following shall apply:

15.1.14 The Customer shall, at the Supplier's request, promptly return any Relevant Hired Goods to the Supplier.

15.1.15 The Supplier may recover any Hire Goods, in accordance with clause 8.

15.1.16 The Supplier may, without Liability, withhold the performance of any Services and cease any Services in progress under this and/or any other Contract with the Customer;

15.1.17 The Supplier may immediately cancel, terminate and/or suspend, in whole or in part, and without Liability, the Contract and/or any other contract with the Customer;

15.1.18 If any Trigger Event occurs, the Customer will be liable for the costs arising from loss or damage to Goods including but not limited to the costs of replacement, repair and/or recovery.

16. TERMINATION OF HIRE

16.1 If the Hire Period has a fixed duration, neither the Customer nor the Supplier shall be entitled to terminate the Commencement of the Site Acceptance Tests. The Acceptance test will be charged as part of the installation fee.

20.2 Unless otherwise agreed the Site Acceptance Tests will be conducted in accordance with Supplier's standard test procedures.

20.3 If the Supplier is unable to proceed with Site Acceptance Tests on the due date for commencement, due to reasons within the control of Customer, if the System fails to pass the Site Acceptance Tests due to reasons outside Supplier's control, the System shall be deemed to have been taken over and the Site Acceptance Certificate shall be deemed to have been signed by Customer. In either event the Site Acceptance Tests, or repeats thereof, shall be conducted at a time to be agreed and an additional cost per day shall be payable by the Customer.

20.4 If during the Site Acceptance Tests any of the System is found not to be in accordance with the Specification, Supplier shall promptly make good the defect. Thereafter the Site Acceptance Tests shall be repeated, insofar as is necessary to demonstrate that the System conforms to the Specification.

20.5 When the System has passed Site Acceptance Tests, the Customer shall sign to indicate receipt of goods/service. The Site Acceptance Documentation may record that the System has passed the Site Acceptance Tests but subject to reservations related to minor defects, which defects will be rectified by Supplier at a time to be mutually agreed.

21. FAT – Factory Acceptance Test

21.1 The System shall be submitted to the Factory Acceptance Tests before despatch. If the Customer wishes to inspect the Equipment or to witness any tests, such viewing shall be agreed and the Supplier will give the Customer 7 (seven) days' notice of when the System will be available for the performance of Factory Acceptance Tests.

21.2 In the event that the Customer or his representative fail to attend for the Factory Acceptance Tests on the due date, the Supplier shall be entitled to proceed in their absence and the results of such tests shall be deemed to be in accordance with the Factory Acceptance Test documentation issued by the Supplier. Such documentation may record that the Factory Acceptance Tests had been carried out in the absence of the Customer or its representative and/or that the System had passed the Factory Acceptance Tests subject to reservations relating to minor defects, which are to be remedied by Supplier at a time to be agreed.

21.3 If during the Factory Acceptance Tests any of the System is found not to be in accordance with the Specification, the Supplier shall promptly remedy the defect. Thereafter (save in the case of minor defects not affecting the functionality of the System) the Factory Acceptance Tests shall be repeated, insofar as it is necessary to demonstrate that the System fully conforms to the Specification.

21.4 The Customer shall be deemed to have accepted the System upon issue of the test document or, as the case may be, upon signature of the Acceptance document.

15.1.11 obligations under the Contract; and/or

15.1.12 Appears reasonably to the Supplier to be about to suffer any of the above events; each, a Trigger Event, then the Supplier shall have the rights recover equipment or potential losses.

15.1.13 The Customer acknowledges and agrees that if a Trigger Event has occurred then the following shall apply:

15.1.14 The Customer shall, at the Supplier's request, promptly return any Relevant Hired Goods to the Supplier.

15.1.15 The Supplier may recover any Hire Goods, in accordance with clause 8.

15.1.16 The Supplier may, without Liability, withhold the performance of any Services and cease any Services in progress under this and/or any other Contract with the Customer;

15.1.17 The Supplier may immediately cancel, terminate and/or suspend, in whole or in part, and without Liability, the Contract and/or any other contract with the Customer;

15.1.18 If any Trigger Event occurs, the Customer will be liable for the costs arising from loss or damage to Goods including but not limited to the costs of replacement, repair and/or recovery.

16. TERMINATION OF HIRE

16.1 If the Hire Period has a fixed duration, neither the Customer nor the Supplier shall be entitled to terminate the

22. BATTERIES

22.1 It is the responsibility of the Customer to dispose of waste batteries in the correct manner. If they are unable to do so, they may return used batteries back to the Supplier and the Supplier will dispose of them accordingly.

It is the responsibility of the Customer to ensure that the batteries are shipped in accordance to all current shipment regulations, adhering specifically to the transportation of Dangerous Goods.

23. ABSESTOS ENVIRONMENTS

23.1 No hired products are to be used in an asbestos environment.

23.2 Should the Customer use their purchased products in an asbestos environment, products are not deemed suitable for any form of return for servicing or repair works and all warranties are void.

24. GENERAL DISCLAIMER

24.1 It is the responsibility of Employers and Individuals to carry out risk assessments by qualified Health and Safety Personnel of any situation, activity or process where there is a potential risk or hazard which would be detrimental to an individual if exposed to it.

24.2 The Supplier shall not be held liable for any loss, damage or injury sustained in a situation where no proper risk assessment has been carried out.

24.3 In addition, the Supplier shall not be held liable for any loss, damage or injury sustained from the misuse of any of its products. All the Supplier's products contain instruction leaflets which must be read and understood prior to the use of the product.

24.4 If the user is in any doubt, they should contact their qualified Health and Safety person.

PART 2

1. HIRE

1.1 The terms below relate specifically to the hiring of goods.

2. TERM

15.1.12 Appears reasonably to the Supplier to be about to suffer any of the above events; each, a Trigger Event, then the Supplier shall have the rights recover equipment or potential losses.

15.1.13 The Customer acknowledges and agrees that if a Trigger Event has occurred then the following shall apply:

15.1.14 The Customer shall, at the Supplier's request, promptly return any Relevant Hired Goods to the Supplier.

15.1.15 The Supplier may recover any Hire Goods, in accordance with clause 8.

15.1.16 The Supplier may, without Liability, withhold the performance of any Services and cease any Services in progress under this and/or any other Contract with the Customer;

15.1.17 The Supplier may immediately cancel, terminate and/or suspend, in whole or in part, and without Liability, the Contract and/or any other contract with the Customer;

15.1.18 If any Trigger Event occurs, the Customer will be liable for the costs arising from loss or damage to Goods including but not limited to the costs of replacement, repair and/or recovery.

16. TERMINATION OF HIRE

16.1 If the Hire Period has a fixed duration, neither the Customer nor the Supplier shall be entitled to terminate the

2.1 The Hire Period may be extended by the mutual written (PO, Letter, email, fax) consent of both parties.

3. OWNERSHIP

3.1 Ownership in the Hired Goods remains at all times with the Supplier. The Customer has no right, title or interest in the Hired Goods.

3.2 The Customer must not deal with the ownership, or any interest in the Hired Goods. This includes selling, assigning, mortgaging, pledging, charging, securing, withholding, exerting any right to withhold, disposing of and/or lending. However the Customer may re-hire the Hired Goods to a third party with the prior written consent of the Supplier.

4. DELIVERY AND COLLECTION OF THE EQUIPMENT

4.1 The Supplier shall deliver the Equipment to the Customers Premises on the first day of the Hire Period. It is the responsibility of the Customer to ensure that such access and space is available at the delivery address to allow The Supplier or the Suppliers logistics partner to deliver and unload the Equipment.

4.2 The Customer shall be responsible for the immediate return of the Equipment to the Suppliers Premises upon the termination or expiry of the Hire Period. Any equipment not received back within this time frame will be charged at a daily or weekly rate until the hire period is renewed or systems are returned.

4.3 The Customer shall be liable to cover all shipping costs of the Hire equipment back to Suppliers premises, unless agreed otherwise.

4.4 It is the Customers responsibility to insure adequate insurance is in place to reimburse the Supplier should the Hire equipment be lost or damaged in transit on its return or whilst in the Company's possession

4.5 If using Suppliers delivery and or collection service transit insurance will be included

5. TITLE AND RISK

5.1 Title and all rights to the Equipment shall at all times be the property of the Supplier and the Customer acknowledges that it has no right, title, or property in the Equipment.

5.2 Risk in the Equipment shall pass to the Customer upon it leaving the physical possession or control of the Supplier, and shall not revert back to Supplier until the Equipment is back in Suppliers possession or control, notwithstanding the expiry of the agreed Hire Period

15.1.12 Appears reasonably to the Supplier to be about to suffer any of the above events; each, a Trigger Event, then the Supplier shall have the rights recover equipment or potential losses.

15.1.13 The Customer acknowledges and agrees that if a Trigger Event has occurred then the following shall apply:

15.1.14 The Customer shall, at the Supplier's request, promptly return any Relevant Hired Goods to the Supplier.

15.1.15 The Supplier may recover any Hire Goods, in accordance with clause 8.

15.1.16 The Supplier may, without Liability, withhold the performance of any Services and cease any Services in progress under this and/or any other Contract with the Customer;

15.1.17 The Supplier may immediately cancel, terminate and/or suspend, in whole or in part, and without Liability, the Contract and/or any other contract with the Customer;

15.1.18 If any Trigger Event occurs, the Customer will be liable for the costs arising from loss or damage to Goods including but not limited to the costs of replacement, repair and/or recovery.

16. TERMINATION OF HIRE

- 16.1 If the Hire Period has a fixed duration, neither the Customer nor the Supplier shall be entitled to terminate the
- 5.3 Risk in the Hired Goods will not pass back to the Supplier from the Customer until the Hired Goods are back in the physical possession of the Supplier. This shall apply even if the Supplier has agreed to cease charging the Hire Charges, the Hire Period has ceased, or if the Contract has expired or terminated.
- 5.4 It is the Customer's responsibility to ensure that they have adequate insurance to cover the Goods. Any goods which have been damaged or lost whilst supplied under this hire / service will be chargeable to the Customer.
- 5.5 Customers who do not have a credit facility to hire equipment cannot hire unless a deposit is paid to cover the replacement value, is returned once the hire period ends.

6. DUTY OF CARE THE CUSTOMER SHALL:

- 6.1 Not remove any labels from and/or interfere with the Goods, their working mechanisms or any other parts of them and shall take reasonable care of the Goods and only use them for their proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided or supplied to the Customer.
- 6.2 Notify the Supplier immediately after any breakdown, loss and/or damage to the Goods.
- 6.3 Take adequate and proper measures to protect the Hired Goods from theft, damage and/or other risks.
- 6.4 Notify the Supplier of any change of its address and upon the Supplier's request provide details of the location of the Hired Goods.
- 6.5 Permit the Supplier at all reasonable times and upon reasonable notice to inspect the Hired Goods including procuring access to any property where the Hired Goods are situated.
- 6.6 Keep the Hired Goods at all times in its possession and control and not to remove the Hired Goods from the country where the Customer is located and/or the country where the Supplier is located without the prior written consent of the Supplier.
- 6.7 Be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Hired Goods required by any legislation, best practice and/or operating instructions except to the extent that the Supplier has agreed to provide them as part of any Services.
- 6.8 Not do or omit to do anything which the Customer has been notified will or may be deemed to invalidate any policy of insurance related to the Hired Goods;
- 6.9 Not to continue to use Hired Goods where they have been damaged and will notify the Supplier immediately if the Hired Goods are involved in an accident resulting in damage to the Hired Goods, other property and/or injury to any person.

15.1.11 obligations under the Contract; and/or

15.1.12 Appears reasonably to the Supplier to be about to suffer any of the above events; each, a Trigger Event, then the Supplier shall have the rights recover equipment or potential losses.

15.1.13 The Customer acknowledges and agrees that if a Trigger Event has occurred then the following shall apply:

15.1.14 The Customer shall, at the Supplier's request, promptly return any Relevant Hired Goods to the Supplier.

15.1.15 The Supplier may recover any Hire Goods, in accordance with clause 8.

15.1.16 The Supplier may, without Liability, withhold the performance of any Services and cease any Services in progress under this and/or any other Contract with the Customer;

15.1.17 The Supplier may immediately cancel, terminate and/or suspend, in whole or in part, and without Liability, the Contract and/or any other contract with the Customer;

15.1.18 If any Trigger Event occurs, the Customer will be liable for the costs arising from loss or damage to Goods including but not limited to the costs of replacement, repair and/or recovery.

16. TERMINATION OF HIRE

- 16.1 If the Hire Period has a fixed duration, neither the Customer nor the Supplier shall be entitled to terminate the
- 6.10 Where the Hired Goods require fuel, oil and/or electricity ensure that the proper type and/or voltage is used and that, where appropriate, the Hired Goods are properly installed by a qualified and competent person.
- 6.11 No hired products are to be used in an asbestos environment.

7. FEES AND PAYMENT

- 7.1 All fees will be payable as per the agreed quote, in the event of a continuous open PO is agreed, the number will be applied on associated sales documentation until the end of the contract
- 7.2 In the event that the Equipment or any part thereof is not returned to the Supplier in accordance with this Agreement on its expiry or termination, the Customer shall be liable to pay to the Supplier the full costs of goods and will be invoiced accordingly
- 7.3 Delivery and collection charges are per shipment, additional charges will apply if quantity on contract is returned on split consignment

8. INSURANCE

- 8.1 The Company shall be responsible for arranging insurance cover, on a full replacement basis, in respect of the Equipment against the risks of loss, theft and damage beyond economic repair.

9. RETURNS

- 9.1 It is the customer's responsibility to return hired goods in the original packaging and to apply any labels for the return shipment provided by the Supplier.
- 9.2 The logistics for the returned goods is the Customers responsibility unless they have agreed a collection service with the Supplier.
- 9.3 It is the Customers responsibility to ensure all packages being collected by dBD's Courier are ready at the time specified, failure to meet the agreed time could be chargeable.

10. PRODUCT USAGE / TRAINING

- 10.1 All equipment must be used in accordance with the Handbooks

15.1.12 Appears reasonably to the Supplier to be about to suffer any of the above events; each, a Trigger Event, then the Supplier shall have the rights recover equipment or potential losses.

15.1.13 The Customer acknowledges and agrees that if a Trigger Event has occurred then the following shall apply:

15.1.14 The Customer shall, at the Supplier's request, promptly return any Relevant Hired Goods to the Supplier.

15.1.15 The Supplier may recover any Hire Goods, in accordance with clause 8.

15.1.16 The Supplier may, without Liability, withhold the performance of any Services and cease any Services in progress under this and/or any other Contract with the Customer;

15.1.17 The Supplier may immediately cancel, terminate and/or suspend, in whole or in part, and without Liability, the Contract and/or any other contract with the Customer;

15.1.18 If any Trigger Event occurs, the Customer will be liable for the costs arising from loss or damage to Goods including but not limited to the costs of replacement, repair and/or recovery.

16. TERMINATION OF HIRE

- 16.1 If the Hire Period has a fixed duration, neither the Customer nor the Supplier shall be entitled to terminate the Hire Period.
- 16.2 If any additional support or training is required, this should be arranged with the Supplier prior to the commencement of the Hire period.
- 16.3 Support contact Sales Team on + (44) 01268 724538 for the duration of the agreed trial period.

11. RECOVERY OF HIRED GOODS

- 11.1 The Supplier may, if a Trigger Event has occurred, enter without prior notice, any premises of the Customer (or premises of third parties) where Hired Goods are located in order to recover the Hired Goods. The Customer warrants that the Supplier shall have all rights, licences and permissions required to enter the Customer's premises, and the premises of any third parties, for the recovery of Hired Goods.
- 11.2 Any recovery of Hired Goods shall not affect the Supplier's right to recover from the Customer any monies due under the Contract and/or any damages in respect of any breach which occurred prior to the recovery of Hired Goods.
- 11.3 The Customer hereby grants the Supplier a licence to enter the premises of the Customer (or any third party premises where Hired Goods are held) to enable the Supplier to recover the Hired Goods.
- 11.4 The Supplier may recover the costs, including but not limited to the costs of replacement, in respect of lost or damaged Goods.
- 11.5 The Supplier may recover the costs, including but not limited to the costs of replacement, in respect of Goods which the Supplier has been unable to collect because they have not been made available for collection by the Customer in breach of this agreement.

12. BREAKDOWN OF HIRED GOODS

- 12.1 Allowance will be made in relation to the Hire Charges to the Customer for any non-use of the Hired Goods due to breakdown caused by the development of an inherent fault and/or fair wear and tear on condition that the Customer informs the Supplier as soon as practicable of the breakdown.
- 12.2 The Customer shall be responsible for all expenses, loss (including loss of Hire Charges) and/or damage suffered by the Supplier arising from any breakdown of the Hired Goods due to the Customer's negligence, breach of Contract, misdirection and/or misuse of the Hired Goods.
- 12.3 The Supplier shall at its own cost carry out all routine maintenance and repairs to the Hired Goods during the Hire Period and all repairs which are required due to fair wear and tear and/or an inherent fault in the Hired Goods.

15.1.12 Appears reasonably to the Supplier to be about to suffer any of the above events; each, a Trigger Event, then the Supplier shall have the rights recover equipment or potential losses.

15.1.13 The Customer acknowledges and agrees that if a Trigger Event has occurred then the following shall apply:

15.1.14 The Customer shall, at the Supplier's request, promptly return any Relevant Hired Goods to the Supplier.

15.1.15 The Supplier may recover any Hire Goods, in accordance with clause 8.

15.1.16 The Supplier may, without Liability, withhold the performance of any Services and cease any Services in progress under this and/or any other Contract with the Customer;

15.1.17 The Supplier may immediately cancel, terminate and/or suspend, in whole or in part, and without Liability, the Contract and/or any other contract with the Customer;

15.1.18 If any Trigger Event occurs, the Customer will be liable for the costs arising from loss or damage to Goods including but not limited to the costs of replacement, repair and/or recovery.

16. TERMINATION OF HIRE

16.1 If the Hire Period has a fixed duration, neither the Customer nor the Supplier shall be entitled to terminate the Hire Period. The Customer will be responsible for the cost of all repairs necessary to Hired Goods during the Hire Period which arise other than as a result of fair wear and tear, an inherent fault and/or the negligence of the Supplier while carrying out routine maintenance and/or repairs.

12.4 The Customer must not repair or attempt to repair the Hired Goods.

13. DELAYS, LOSS OR DAMAGE

13.1 If the Hired Goods are returned in a damaged, unclean and/or defective state except where due to fair wear and tear and/or an inherent fault in the Hired Goods the Customer shall be liable to pay the Supplier for the cost of any repair to return the Hired Goods to a condition fit for re-hire and to pay the Hire Charges, in accordance with the provisions of clause 6.4, until such repairs have been completed.

13.2 The Customer will pay to the Supplier the replacement cost of any Hired Goods which are lost, stolen and/or damaged beyond economic repair during the Hire Period less the amount paid to the Supplier under any policy of insurance taken out in accordance with the Contract.

13.3 The Customer shall pay the Hire Charges for the Hired Goods up to and including the date it notifies the Supplier that the Hired Goods have been lost, stolen and/or damaged beyond economic repair. From that date until the Supplier has replaced such Hired Goods the Customer shall continue to pay, the hire costs that would have applied for such Hired Goods for that period, until the Purchase Order is received to cover the replacement cost of the lost/stolen goods. The supplier will endeavour to replace the Hired item as soon as possible to allow the customer to remain operational.

13.4 If, in breach of the Contract, the Customer delays returning the Hired Goods to the Supplier after the expiry of the Hire Period, then the Hire Charge shall continue to apply until the Hired Goods are returned to the Supplier.

14. WARRANTY

14.1 The warranty provided in the dBD General Terms and Conditions clauses 16.1 – 16.9 shall apply to Hired Goods for the duration of the hire, the Goods will conform in all material respects with their description, be of satisfactory quality, and be reasonably fit for the purposes for which products of that kind are commonly supplied.

15. BREACH OF THE CONTRACT

15.1 If the Customer:

15.1.12 Appears reasonably to the Supplier to be about to suffer any of the above events; each, a Trigger Event, then the Supplier shall have the rights recover equipment or potential losses.

15.1.13 The Customer acknowledges and agrees that if a Trigger Event has occurred then the following shall apply:

15.1.14 The Customer shall, at the Supplier's request, promptly return any Relevant Hired Goods to the Supplier.

15.1.15 The Supplier may recover any Hire Goods, in accordance with clause 8.

15.1.16 The Supplier may, without Liability, withhold the performance of any Services and cease any Services in progress under this and/or any other Contract with the Customer;

15.1.17 The Supplier may immediately cancel, terminate and/or suspend, in whole or in part, and without Liability, the Contract and/or any other contract with the Customer;

15.1.18 If any Trigger Event occurs, the Customer will be liable for the costs arising from loss or damage to Goods including but not limited to the costs of replacement, repair and/or recovery.

16. TERMINATION OF HIRE

- 16.1 If the Hire Period has a fixed duration, neither the Customer nor the Supplier shall be entitled to terminate the
- 15.1.1 Fails to make any payment to the Supplier when due (whether under the Contract or otherwise);
 - 15.1.2 Commits a material breach of the Contract and, where the breach is capable of remedy, has not remedied the breach within 14 Calendar days of receiving notice requiring the breach to be remedied;
 - 15.1.3 Persistently breaches the terms of the Contract;
 - 15.1.4 Fails to return to the Supplier the Hired Goods by the due date for return;
 - 15.1.5 Otherwise fails to return to the Supplier the Hired Goods when the Supplier has, in accordance with its rights under the Contract, requested that the Hired Goods be returned;
 - 15.1.6 Causes or allows to be caused the loss of, or damage to, the Goods;
 - 15.1.7 Provides incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract;
 - 15.1.8 Pledges, charges or creates any form of security over any Hired Goods or proposes to compound with its creditors, creates a trust deed for its creditors, applies for an interim moratorium in respect of claims and/or proceedings, of if any distress/diligence, execution or other legal process is levied on any property of the Customer, or the Customer has a Bankruptcy Petition/Petition for Sequestration presented against it or the Customer takes or suffers any similar action in any jurisdiction;
 - 15.1.9 Being a company, ceases or threatens to cease to carry on business, enters into voluntary or compulsory liquidation, has a receiver, administrator or administrative receiver or in the Republic of Ireland an examiner is appointed over all or any of its assets, any attachment order/arrestment is made against the Customer, any distress/diligence, execution or other legal process is levied on any property of the Customer or the Customer takes or suffers any similar action in any jurisdiction;
 - 15.1.10 Appears reasonably to the Supplier due to the Customer's credit rating to be financially unable to meet its