

VOICE SERVICES LIMITED

TERMS AND CONDITIONS FOR THE SALE OF GOODS

1. GENERAL

- 1.1 These terms and conditions shall apply to all sales of goods by Voice Services Limited ("Voice") to the person, partnership or limited company buying the same ("the Buyer").
- 1.2 The Buyer's purchase order together with Voice's written quotation and/or such other written terms as may be referred to in Voice's quotation or in the Buyer's purchase order shall constitute an offer to buy. No contract shall exist until Voice has sent a written confirmation or written acceptance of order to the Buyer.
- 1.3 Any variation of these terms and conditions shall be effective only if the same is agreed in writing and signed by a director of Voice.

2. PRICE

- 2.1 The price of the goods is the price as stated in the contract.
- 2.2 The price is quoted exclusive of (a) the cost of delivering the goods, (b) Value Added Tax and (c) any other purchase tax.

3. PAYMENT

- 3.1 The Buyer must pay the price to Voice within 30 days of delivery or if later within 30 days of delivery of Voice's invoice ("the Payment Period")
- 3.2 Voice reserves the right to charge interest at 4% above the base rate of Barclays Bank PLC per annum on all accounts that are unpaid at the expiry of the Payment Period. Interest shall accrue on a day-to-day basis from and including the next day following expiry of the Payment Period.

4. DELIVERY

- 4.1 Delivery dates mentioned in any quotation, order or other document are approximate only and do not have any contractual effect. Voice shall not be liable for any delay in delivery in circumstances beyond its direct control unless the contract otherwise provides.
- 4.2 Voice will deliver the goods to the Buyer's address and may use a courier for this purpose.
- 4.3 Delivery shall be to the Buyer's address as stated in the contract or to such other address stated in the contract as the delivery address.

5. PROPERTY IN THE GOODS AND RISK

- 5.1 Ownership of the goods remains with Voice and will not pass to the Buyer until Voice has been paid for all of the goods and meanwhile the goods should be kept safe, undamaged and unaltered and the Buyer should not part with possession or ownership of them (save with the prior written consent of Voice).
- 5.2 If the Buyer purports to sell the goods before the Buyer has paid for them the Buyer shall hold the proceeds of sale on trust for Voice and Voice shall be entitled to receive the proceeds of such purported sale on account of the unpaid price and the Buyer shall immediately be liable to pay any balance of the unpaid price to Voice.
- 5.3 Risk in the goods passes to the Buyer on delivery in accordance with clause 4.2.
- 5.4 Pending payment for the goods the Buyer must insure the goods against all insurable risks for not less than the price due to Voice for the goods.
- 5.5 If the goods are destroyed by an insured risk before the Buyer has paid for them the Buyer shall hold the insurance proceeds on trust for Voice and Voice shall be entitled to receive the insurance proceeds on account of the unpaid price.

6. FORCE MAJEURE

Voice shall not be liable for any failure to deliver the goods arising from circumstances outside Voice's control including without limitation act of God, war, terrorism, riots, explosion, abnormal weather conditions, fire, flood, Government action, strikes, lock-outs, delay by suppliers, accident, shortage of materials, labour or manufacturing facilities. In such circumstances any money paid by the Buyer shall be returned but without interest and the contract shall be null and void.

7. LIABILITY

Voice shall not be liable for any consequential or indirect loss suffered by the Buyer whether this loss arises from breach of a duty in contract or tort or in any other way (including loss arising from Voice's negligence). Non-exhaustive illustrations of consequential loss would be loss of profits, loss of contracts, damage to property of the Buyer or anyone else and personal injury to the Buyer or anyone else (but only so far as such injury is not caused by Voice's negligence).

8. CANCELLATION

Where Voice consents in writing to the cancellation of the contract the Buyer shall pay to Voice all sums in respect of work already started based upon a proportion of the total sale value.

9. INSOLVENCY

If the Buyer, being a company, has a petition presented for its winding-up or passes a resolution for voluntary winding-up (other than for the purpose of a bona fide amalgamation or reconstruction) or enters into a voluntary arrangement with its creditors or becomes subject to an administration order or has a receiver appointed of all or any of its assets or being an individual or firm becomes bankrupt or insolvent or enters into a voluntary arrangement with creditors then Voice shall be entitled to treat the contract as being at an end. Termination pursuant to the above shall be without prejudice to Voice's right to damages for any loss suffered by it and Voice shall be entitled to keep any deposit already paid.

10. LAW

This Agreement is subject to English Law.