

Terms and Conditions

Compliance with any other contractual obligations of BAREFOOTTECHNOLOGY are estimates only and in any event BAREFOOTTECHNOLOGY accepts no responsibility for loss or damage resulting from delay or failure to notify the customer of any such delay.

b) Estimated times can run from the date of BAREFOOTTECHNOLOGY's acceptance of the customer's written, faxed, emailed or verbal order together with any payment due with such order and receipt of all samples, information, licenses and consents necessary to proceed with the order.

c) Any stated times and prices may vary as a result of changes in specification or additional work or revised instructions

2. Prices

Unless otherwise specified are for delivery from BAREFOOTTECHNOLOGY's offices and are subject to BAREFOOTTECHNOLOGY's rights to increase any price to take account of delivery charges, insurance, costs, special handling charges (if any) and /or packing charges (if any), agreed changes in the specifications or changes in any taxes, duties or levies charged on or in relation to the equipment or goods, materials or services used on or in relation to this contract and /or any extra costs or expenses incurred by BAREFOOTTECHNOLOGY as a result of site conditions, delays, interruptions, lack of information, changes in exchange rates and / or without limitation any other factors beyond BAREFOOTTECHNOLOGY's control.

3. Dispatch and Delivery

a) Unless otherwise agreed in writing the delivery of the equipment will be ex-works.

b) Where dispatch is delayed through the customer's unwillingness or inability to arrange carriage or to make any payment due prior to dispatch BAREFOOTTECHNOLOGY may effect delivery of the equipment by giving written notice that it is ready for dispatch.

c) If the equipment is stored by BAREFOOTTECHNOLOGY at the customer's request or after notice has been given that the equipment is ready for dispatch the customer shall reimburse BAREFOOTTECHNOLOGY for all costs and expenses of storage (including any necessary transit costs and insurance).

4. Shipment

a) The customer shall be responsible for inspecting the equipment on arrival and shall notify BAREFOOTTECHNOLOGY immediately if there is any damage, discrepancy or shortage or within 24 hours after receipt of notice of dispatch in the event of non-arrival.

b) The customer specifically authorizes BAREFOOTTECHNOLOGY to make any such contract of carriage and or insurance on behalf of the customer as BAREFOOTTECHNOLOGY considers necessary and BAREFOOTTECHNOLOGY will be under no obligation to notify the customer thereof so as to enable the

customer to insure the equipment during sea transit (if any). The customer shall be responsible for complying with all conditions and requirements.

5. Property Risk and Insurance

a) Until such time as the property in the equipment passes to the customer, the customer shall hold the goods as BAREFOOTTECHNOLOGY's fiduciary agent and Bailee, In such circumstances, the customer shall act as agent for BAREFOOTTECHNOLOGY and shall hold the proceeds on trust for BAREFOOTTECHNOLOGY and in an account separate from any monies of the customer or of any third parties and properly stored, protected and insured and identified as BAREFOOTTECHNOLOGY's property, until that time the customer shall be entitled to resell or use the equipment in the ordinary course of its business, but shall account to BAREFOOTTECHNOLOGY for the proceeds of sale or otherwise of the equipment, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the customer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

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

c) The customer shall not be entitled to pledge or in any way charge by way of security for indebtedness any of the equipment, which remains the property of BAREFOOTTECHNOLOGY, but if the customer does so all monies owing by the customer to BAREFOOTTECHNOLOGY shall (without prejudice to any right of remedy of BAREFOOTTECHNOLOGY) forthwith become due and payable.

d) The risk in the equipment shall pass to the customer on dispatch, thereafter the customer shall be responsible for the satisfactory care and protection of the equipment and shall take out at its own expense adequate and comprehensive all risks cover on the equipment (with a note of BAREFOOTTECHNOLOGY's interest endorsed therein) until BAREFOOTTECHNOLOGY has received payment of the price in full

6. Payment

a) The price shall become due forthwith upon delivery of equipment but BAREFOOTTECHNOLOGY may, at its absolute discretion, decide not to enforce payment of the Price. Such use of its discretion shall not amount to a waiver of its Rights pursuant to this contract or under the general law.

b) In no case shall any dispute concerning any item or separate part of the equipment or work or any further contract obligation of BAREFOOTTECHNOLOGY to the customer affect the customer's obligation in respect of payments for other parts if any part or installment of the price is not paid when due, or work on the equipment is held up for any reason attributable to the customer, or the customer incurs bankruptcy, insolvency, liquidation or the appointment of a receiver, the full price of the equipment less any sums already paid in respect of the equipment and/or work done by BAREFOOTTECHNOLOGY shall immediately become due and payable by the customer and BAREFOOTTECHNOLOGY may at its option cancel the contract or suspend dispatch

c) Without prejudice to any other right of BAREFOOTTECHNOLOGY all overdue payments shall carry interest at the rate of four percent over the Lloyds TSB base rate per month or part month on the amounts for the time being outstanding.

d) In the event that the customer does take delivery of the whole quantity of the goods which are the subject of any contract to which these conditions apply on the date or within the time laid down by such contract then, without prejudice to any other remedy available to BAREFOOTTECHNOLOGY, any discount or other allowance in respect of quantities of goods ordered which is or would be otherwise allowed to the customer shall be recalculated to the level of goods or services actually accepted by the customer. e) All invoices will be sent out electronically via email. If the client requires a paper-invoice the invoice will be sent by first-class special delivery post. BAREFOOTTECHNOLOGY will make a £5.50 additional charge for this service.

7. Manufacturer's Warranty

a) Any defect in or failure of the equipment shall be notified in writing forthwith to BAREFOOTTECHNOLOGY. BAREFOOTTECHNOLOGY will, on the basis indicated below, make good by repair (at BAREFOOTTECHNOLOGY's option) or exchange the equipment or parts thereof which are shown to BAREFOOTTECHNOLOGY's reasonable satisfaction to have proved defective in materials or workmanship under proper use and maintenance within the manufacturers specified warranty period. BAREFOOTTECHNOLOGY shall decide whether such making good shall be effected at the offices of the customer or at BAREFOOTTECHNOLOGY's offices. Defective equipment or parts which are returned to BAREFOOTTECHNOLOGY's Offices must be carriage paid by the customer both to and from BAREFOOTTECHNOLOGY's Offices and BAREFOOTTECHNOLOGY shall not be responsible for installation of parts so returned after repair or exchange. All labor costs and expenses (if any) incurred in extracting defective parts and/or components shall be borne by the customer and if incurred by BAREFOOTTECHNOLOGY shall be paid for by the customer at BAREFOOTTECHNOLOGY's then standard applicable rate

b) Disputes in quantity or dimensions of any one delivery shall not be a ground for cancellation of the outstanding part of the order, agreement or contract.

c) The warranty contained in this condition in lieu of all conditions and warranties whatsoever (whether expressed or implied and whether arising at common Law or by statute) all of which are excluded to the extent permitted by Law and provided always that nothing herein shall be deemed to exclude the warranty as to title implied by law.

d) The warranty given by BAREFOOTTECHNOLOGY above shall not apply if either: i. The repair or replacement of a part is required because of an accident, neglect or misuse of the equipment by the customer or interference with the Equipment by a person other than BAREFOOTTECHNOLOGY's engineer; or ii. alterations have been made to the equipment which have not been authorized.

8. Performance Data

Any performance figures quoted or referred to in any specification or other document used in concluding a contract are estimates only, based on assumed conditions in a well-managed office with experienced, adequate and efficient operators and appropriate services, and proper use of satisfactory materials.

9. Specification

BAREFOOTTECHNOLOGY reserves the right on the sale of any equipment to make before delivery any alteration to or departure from the specifications or design of the equipment details overleaf provided that it shall not to a material extent adversely affect the performance of the equipment or the quality of the workmanship of the materials used. All specification, drawings and technical documents issued by BAREFOOTTECHNOLOGY either before or after conclusion of the contract are issued solely for the customer's use in connection with the equipment and shall not be copied, reproduced communicated to any third party without BAREFOOTTECHNOLOGY's express consent in writing.

10. Telecommunications

Equipment When the equipment supplied by BAREFOOTTECHNOLOGY is used in conjunction with British Telecom Lines or apparatus then the following additional conditions shall apply.

- i) British Telecom shall have the right to require modifications to be carried out to equipment, which is already installed, and in use. Any modifications will be carried out at the customer's expense.
- ii) In no event shall BAREFOOTTECHNOLOGY be liable for damage, loss of, or injury to British Telecom equipment or personnel in connection with or arising out of the customer's act of neglect.

11. Force Majeure and Frustration

BAREFOOTTECHNOLOGY Shall:

- i) In any event not be liable for loss or damage, and
- ii) Be entitled to cancel or rescind the contract if the performance of it's obligations under the contract is anyway adversely affected by any cause whatsoever beyond BAREFOOTTECHNOLOGY's control including but not limited to the delays or defaults of suppliers or the default of any sub-contractor, war, strike, lock-out trade disputes, flood, accident to plant or machinery, shortage of materials or labor.

12. Cancellation

No contract or order may be cancelled without BAREFOOTTECHNOLOGY's written consent. In the event that cancellation is agreed for whatever reason the customer shall indemnify BAREFOOTTECHNOLOGY against all costs, claims, loss and expenses occasioned thereby including any consequential loss and loss of profits.

13. General

a) BAREFOOTTECHNOLOGY 's liability under any contract is limited to making good defects or failures to the extent provided in the conditions of the Manufacturer's Warranty hereof and subject to BAREFOOTTECHNOLOGY shall not in any circumstances be liable for any loss, damage or expenses (including indirect and consequential loss or damage) of any nature however arising and including but not limited to any loss resulting directly or indirectly from the negligent act or default of

BAREFOOTTECHNOLOGY, it's servants, agents or suppliers or from anything supplied or specified by the customer.

b) The Customer shall not rely upon any representation as to the equipment or its fitness for any particular purpose, unless made by BAREFOOTTECHNOLOGY in writing.

c) These conditions shall be deemed to be incorporated in all contracts and in the case of any inconsistency with any order, letter, or form of contract sent by the customer to BAREFOOTTECHNOLOGY or any other communication between the customer and BAREFOOTTECHNOLOGY whatever may be their respective dates, the provisions of these conditions shall prevail unless expressly varied in writing and signed by a Director on behalf of BAREFOOTTECHNOLOGY. Any concession made or latitude allowed by BAREFOOTTECHNOLOGY to the customer shall not affect the rights of BAREFOOTTECHNOLOGY under the contract. If in any particular case any of these conditions shall be held to be invalid or shall not apply to the contract the other conditions shall continue in full force and effect.

d) BAREFOOTTECHNOLOGY may assign or sub-contract the whole or any part of the contract to any person, firm, or company.

e) All invoices will be sent out electronically via email. If the client requires a paper-invoice the invoice will be sent by first-class special delivery post. BAREFOOTTECHNOLOGY will make a £5.50 additional charge for this service.

f) If the Customer employs a BAREFOOTTECHNOLOGY engineer without the consent of BAREFOOTTECHNOLOGY a charge equal to the greater of 100% of the contract value to which the engineer or engineers have been assigned or the Engineers annual salary will be payable immediately. If the Customer employs a BAREFOOTTECHNOLOGY employee by prior agreement a fee of 100% of the first years' package (including benefits) will be payable immediately by the Customer

14. Proprietary Rights in Software Products

a) The customer hereby acknowledges that any proprietary rights in any third party software supplied hereunder including but not limited to any title or ownership rights, patent rights, copyrights and trade secret rights shall at all times and for all purposes vest and remain vested in the third party software owner.

b) The customer hereby acknowledges that it is its sole responsibility to comply with any terms and conditions of licence attaching to third party software supplied and delivered by BAREFOOTTECHNOLOGY (including if so required the execution and return of a third party software licence). The customer is hereby notified that failure to comply with such terms and conditions could result in the customer being refused a software licence or having the same revoked by the proprietary owner. The customer further agrees to indemnify BAREFOOTTECHNOLOGY in respect of any costs, charges, or expenses incurred by BAREFOOTTECHNOLOGY at the suit of a third party software owner as a result of any breach by the customer of such conditions.

c) No title or ownership of software products or any third party software licensed to the customer under this agreement is transferred to the customer under any circumstances.

15. Law

This contract shall be subject to and construed in accordance with the laws of England in all respects as an English contract subject to the jurisdiction of the English Courts. The uniform laws on international sales shall not apply.

