



WIRED BROADCAST

General Conditions of Sale

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1 DEFINITIONS

- 1.1 “Conditions” means the terms and conditions set out below and incorporates any particulars of the sale given on the relevant Quotation provided by Wired Broadcast and any other special terms agreed in writing by Wired Broadcast.
- 1.2 “Customer” means the person, firm, corporation or organisation placing an order with Wired Broadcast.
- 1.3 “Wired Broadcast” is Wired Broadcast Ltd, whose company registration number is 02376848 and whose registered office is at Berol House, 25 Ashley Road, London N17 9LJ.
- 1.4 “Contract” means the contract for the sale of Goods by Wired Broadcast to the Customer that is formed by Wired Broadcast’s acceptance of the Customer’s order in accordance with conditions 3.5 or 3.6 (as applicable).
- 1.5 “Goods and Services” means all goods and/or services (as applicable) to be sold to a Customer pursuant to a Contract.

2 GENERAL

2.1 These Conditions supersede all prior agreements and arrangements between the parties relating to the sale of Goods by Wired Broadcast.

2.2 Wired Broadcast shall not be bound by any other conditions. In the event of these Conditions being inconsistent with any conditions of the Customer (whenever communicated), then Wired Broadcast's Conditions shall prevail.

2.3 The headings of these Conditions are for convenience only and shall have no effect on the interpretation thereof.

2.4 These Conditions shall be construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

3 ACCEPTANCE OF ORDERS

3.1 Acceptance of any order is subject to these Conditions of Sale and to the exclusion of any conditions of the contract whenever communicated.

3.2 Wired Broadcast sells Goods of a specialist nature that may not be suitable for direct purchase by consumers. Accordingly, orders are accepted on the basis that the Customer is a suitably qualified bona-fide trading entity or professional end-user.

3.3 The Customer undertakes that it is a suitably qualified bona fide trading entity or professional end-user and acknowledges that the laws governing the Contract shall therefore be those relating to business to business transactions, unless judged otherwise by a competent court.

3.4 Acceptance of the Customer's order is in all cases subject to availability of the Goods for delivery.

3.5 For account customers, acceptance will be on confirmation of order by Wired Broadcast.

3.6 For non-account customers,

acceptance will be on confirmation of order by Wired Broadcast following receipt of cleared funds from the Customer in full payment. If Wired Broadcast declines to accept an order where payment has been received, Wired Broadcast will refund the payment.

3.7 Advice or recommendations given by Wired Broadcast's employees or agents on the application or usage of Goods is for general guidance only and the Customer acknowledges that reliance on such advice is entirely at the Customer's own risk and expense.

4 PRICES

4.1 Advertised prices are subject to change without notice and exclude delivery and VAT.

4.2 Delivery costs will vary depending on the size, destination and urgency of the delivery. Wired Broadcast will advise the delivery cost on receipt of details of the Customer's order and any delivery costs will be included or added to the price of the Goods when Wired Broadcast confirm acceptance of the Customer's Order.

4.3 Quotations shall lapse after 14 days but may be withdrawn at any time with written notice to the Customer.

4.4 Wired Broadcast may, at any time before delivery and with written notice to the Customer, increase the price for the Goods to reflect any increase in cost to Wired Broadcast which is beyond their control including, but not limited to increases in the cost of materials, labour or services or any currency fluctuations or changes in import duty, any change in delivery dates, quantities or specification which is requested by the Customer, or any increase which is due to any failure by the Customer to give adequate information or instructions to Wired Broadcast.

5 DELIVERY

5.1 Delivery will be made to the address stated on the Customer's order or as otherwise agreed with the

Customer or, where no delivery address is specified by the Customer, to the Customer's usual place of business.

5.2 Wired Broadcast will use its best endeavours to meet agreed delivery dates but will not be liable for any loss or damage, whether direct, indirect or consequential, as a result of any delay in delivery howsoever caused.

5.3 Orders may not be cancelled on the grounds of any delay in delivery except by mutual agreement.

5.4 The Customer must inspect the Goods immediately on delivery. In the event of damages, shortages or discrepancies the Customer must endorse the carrier's consignment note accordingly and notify Wired Broadcast in writing within three working days. If the Customer fails to properly endorse the consignment note or give such notice the Goods shall be deemed to be delivered in accordance with the delivery note.

6 PAYMENT

6.1 Payment can be made by cheque, major credit/debit card or wire transfer. A 2.5% surcharge will be added for credit/debit card transactions.

6.2 Unless otherwise agreed in writing, the payment terms for customers with approved credit accounts are 30 days nett from date of invoice.

6.3 Wired Broadcast reserves the right to specify alternative payment terms at the time of quotation or order, to charge interest and nuisance fees on late settlement in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, and to suspend or terminate account facilities at any time.

7 TITLE AND RISK

7.1 Legal title in the Goods shall not pass to the Customer until Wired Broadcast has received payment in full.

7.2 Risk in the Goods shall pass to the Customer when delivery is



made to the stated delivery address, whether attended by the Customer, their agent or persons unknown. If the Customer arranges collection from Wired Broadcast, Risk in the Goods shall pass to the Customer when they or their agents collect the Goods from Wired Broadcast's premises.

8 RETURNS

8.1 Goods correctly supplied in accordance with the Customer's order may not be returned without first obtaining written authorisation from Wired Broadcast. Authorised returns will be subject to a handling charge of 15% of the purchase price. Only Goods that are in "as new" condition, complete with documentation and accessories and in original packaging, will be considered for return, and no goods will be accepted for return after 28 days from the date they were delivered to the Customer.

8.2 Faulty Goods that are covered by the manufacturer's warranty will be repaired or replaced, or their purchase price will be refunded, at the discretion of Wired Broadcast. The Customer must first contact Wired Broadcast and obtain a Return Authorisation. Goods must be returned in suitable packaging, carriage paid and fully insured for transit at the Customer's expense. Goods that are repaired or replaced under warranty will be returned to the Customer carriage paid.

8.3 Repairs not covered by the manufacturer's warranty will be chargeable, and Wired Broadcast will issue a quotation for repair or replacement. Should the Customer decide not to proceed with the repair or replacement, Wired Broadcast reserves the right to charge for the work carried out in determining the nature of the fault.

9 CANCELLATION

9.1 In the event of any order being cancelled by the Customer in whole or in part, prior to the delivery of Goods, Wired Broadcast reserves the right to invoice the Customer for any losses incurred, including but not limited to

charges for handling at the rate of 15% of the total price of the Goods cancelled.

10 WARRANTY

10.1 All new Goods which are manufactured by Wired Broadcast are sold with Wired Broadcast's warranty (available at www.wiredbroadcast.com); all other new Goods are sold with a one-year warranty against defective materials and workmanship and in accordance with the manufacturer's warranty, covering parts and labour on a return to works basis (fair wear and tear excepted).

10.2 The warranty period for Goods sold as "ex demonstration", "second hand" or "as seen" will be specified on a case-by-case basis.

10.3 Any claim by the Customer based on any fault or defect in the Goods or their failure to meet the agreed specification shall be notified to Wired Broadcast within seven days from the date when such defect or failure became (or ought to have become) apparent.

10.4 Wired Broadcast makes no warranty or representation to the Customer concerning fitness or suitability of the Goods for any particular purpose nor does it make any warranty or representation to the Customer that the Goods are of any particular quality or standard or will enable the Customer to attain any particular performance or result, notwithstanding that the requirement for such performance or result or suitability for any particular purpose may have been known (or ought to have been known) to Wired Broadcast.

11 LIABILITY

11.1 Wired Broadcast shall have no liability to the Customer whatsoever, whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise for any indirect or consequential loss (both of which terms include, without limitation, economic loss, loss of profits, loss of business, loss

of contracts, loss of opportunity, business interruption, depletion of goodwill and like loss).

11.2 Wired Broadcast shall have no liability to the Customer of whatsoever nature for any delay and/or non-performance of the Contract to the extent that such is due to an event of Force Majeure. This means any event which is outside the reasonable control of Wired Broadcast or its suppliers including, but not limited to, acts of God, war, flood, fire, accident, illness, labour dispute, sub-contractors, lock-outs, riots, civil commotion, explosion, terrorism, governmental actions and other similar events. In the event of any such delay or failure Wired Broadcast may at its discretion, and with written notice to the Customer, cancel or vary the terms of the Contract including, but not limited to, extending the time for performing the Contract for a period of at least equal to the time lost by reason of such event.

11.3 Wired Broadcast in its own discretion shall be entitled in full satisfaction of any claim by the Customer for any single breach of contract, tort, representation or other act or default, to replace Goods free of charge or to refund of the price paid but Wired Broadcast shall have no further liability to the Customer.

11.4 Nothing in these Conditions shall exclude or limit the liability of Wired Broadcast for death or personal injury due to the negligence of Wired Broadcast nor exclude or limit any other type of liability which it is not permitted to exclude or limit as a matter of law. Our survey of the approaches to OTH OTM communications demonstrates that no single approach is effective in every situation that tactical teams encounter. Reliance on any one of these approaches, particularly satellite, makes service members vulnerable in the field and potentially leaves command without situational awareness and critical intelligence. The unified approach of a varied complementary solution set provides the best chance of reliable communication in any field environment or situation.

