

## **AFNETWORKS Standard Terms & Conditions**

**1. GENERAL:** All orders for services or sale of goods are subject to the following express terms and conditions. These conditions may not be modified or varied unless AFNETWORKS agrees in writing. No person has the authority on behalf of AFNETWORKS to vary any condition except the proprietor. These terms & conditions do not affect your statutory rights.

**2. PRICES:** All advertised/advised/published prices are subject to change at any time without notice. Unless otherwise agreed in writing, all orders are subject to the prices ruling at the date of despatch. If a price has risen, we will advise before proceeding with an order if you have specified a different price on your order. In the event of any variation or suspension of orders through the buyer's instructions or lack of instructions, prices may be increased to cover any extra expenses thereby incurred by AFNETWORKS. Where applicable, Value Added Tax will be charged at the rate applicable at the date of invoice.

**3. PAYMENT:** Payment is due on completion of work unless otherwise agreed by AFNETWORKS. Where credit terms are allowed, terms of payment are strictly 30 days from the date of AFNETWORKS's invoice. No receipts will be issued against payments by cheque unless specifically requested. AFNETWORKS reserves the right to implement charges on accounts outstanding for a period of more than 60 days after the date of AFNETWORKS's invoice. The rate of interest shall be 2% per month from the date due until payment is made.

**4. CANCELLATION:** Acceptance of cancellation of an order shall be at the discretion of AFNETWORKS and any such acceptance may be subject to payment by the buyer of a cancellation charge, representing AFNETWORKS administrative costs involved. You cannot cancel any contract for services carried out by AFNETWORKS once they have been started.

**5. TITLE:** All goods remain the property of AFNETWORKS until such time as they have been paid for in full, as per all invoices issued by AFNETWORKS for those goods. Goods supplied may not be re-sold by the buyer until they have been paid for in full, unless the new purchaser is made aware that the title remains with AFNETWORKS until we have been paid in full.

**6. RETURNS:** Goods are not supplied on a trial basis except by exceptional agreement. All products being returned must be in a re-saleable condition in the original packaging together with all software and manuals. All software items supplied are subject to manufactures licensing agreements and the seal on the software's media packaging must not be broken if the conditions of the license are not acceptable. An administration/re-stocking fee of 10% may be charged at the discretion of AFNETWORKS.

**7. WARRANTY:** AFNETWORKS will repair or replace, at its discretion, faulty equipment. It will be the customer's liability to pay carriage charges for returning the goods to AFNETWORKS's premises or charges to cover the cost of engineers attending the customer's site to remove equipment. In cases where the equipment manufacturer offers on-site warranty, AFNETWORKS will not be held responsible for the failure of the manufacture or its agents to carry out the necessary repairs. AFNETWORKS will accept liability for defective goods only to the extent that AFNETWORKS is entitled to make a claim under the manufacture(s) or publisher(s) warranties and obtain from the manufacture(s) or publisher(s) a refund, credit, repair or replacement in respect of the defective goods. Damage caused to any goods returned which is due to poor packaging is the responsibility of the buyer.

**8. FORCE MAJURE:** AFNETWORKS shall not be liable for any delay in or failure to perform any of its obligations hereunder if delay or failure is due to causes outside the reasonable control of AFNETWORKS.

**9. LIMITS OF LIABILITY:** AFNETWORKS will not be liable for any claims, penalties, loss, injuries, damages or expenses arising from the service, the use or the inability to use the system or from any unauthorised access or alteration to the IT system [by a third party]. Customers should backup all data before a visit by an engineer or a delivery of equipment to AFNETWORKS's premises. AFNETWORKS will not be liable for any data lost. We will try our best to ensure all data is backed up if the customer requests this service at an additional charge. AFNETWORKS will not be liable for any crashes, claims, penalties, loss, injuries, damages or expenses arising from the installing of additional software by the customer or a third party after an engineers visit or after collection of equipment from AFNETWORKS's premises.

**10. DISCLAIMER:** Any advice or communication given by AFNETWORKS is provided by AFNETWORKS on an "As-Is" basis. AFNETWORKS makes no representations or warranties of any kind, express or implied, as to the operation of advice or the information, content, materials or products included on any communication, including but not limited to e-mail, telephone, fax, verbal or otherwise. To the full extent permissible by applicable law, AFNETWORKS disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. AFNETWORKS will not be liable for any damages of any kind arising as the result of communication between AFNETWORKS and the client, including, but not limited to direct, indirect, incidental, punitive and consequential damages.