

## **1. Standard Terms**

### **1.1. General**

These conditions shall apply to any agreement between Radiocom Systems Ltd. (“Radiocom”) and any person, firm or company (the “Customer”) whereby Radiocom agrees to fulfil an Equipment Order to supply goods for purchase, hire, contracted maintenance or to repair or replace any goods or parts thereof (the “Equipment”). The expression “Repair” shall include adjustment and partial or combined repair and replacement. These terms and conditions also apply to Equipment sent to Radiocom for evaluation or quotation.

### **1.2. Glossary of Definitions**

#### **1.2.1. Equipment Order**

Equipment Order is an official order from a Radiocom customer, with an order number and signed by an authorised official of the customer, for the purchase, hire (including a signed hire agreement with Radiocom), maintenance (including a signed maintenance agreement with Radiocom) and repair of equipment or for the purchase of engineering services from Radiocom.

#### **1.2.2. Equipment**

Equipment includes, but is not limited to, all radio equipment and accessories that is the subject of an Equipment Order or existing equipment owned by the customer that is the subject of an Equipment Order.

#### **1.2.3. Repair**

Repair includes the replacement of parts and components, adjustment, programming and moving of equipment to correct a fault. This can either be carried out at the Customer’s site or at Radiocom’s premises.

#### **1.2.4. Hire**

A Hire Contract is a contract signed by both the Customer and Radiocom for the hire of Equipment, including accessories, listed as a schedule to the Hire Contract and programmed as instructed in the Hire Contract, for the stated Term.

#### **1.2.5. Term**

“Term” means the number of weeks (if any) stated in the quotation or invoice.

#### **1.2.6. Maintenance Contract**

A Maintenance Contract is a contract signed by both the Customer and Radiocom for the maintenance of equipment listed as a schedule to the Maintenance Contract, for a period as stated in the contract.

#### **1.2.7. Insolvent**

“Insolvent” means the Customer is unable to pay its debts within the meaning of section 123 of the insolvency act 1986; the giving of notice of an intention to appoint an administrator; the levying or the threat of execution or distress on any of the Customers property; the appointment of an administrator; the appointment of a receiver or administrative receiver over all or any part of the Customers property; a proposal for a voluntary arrangement or compromise between the Customer and its creditors whether pursuant to the insolvency Act 1986 or otherwise; the passing of a resolution for voluntary winding up or summoning a meeting to pass such a resolution other than for the purpose of a bona fide amalgamation or reconstruction; the presentation of a petition for winding-up order or for an administration order in relation to the Customer if the Customer suffers any analogous step or proceedings under foreign law or ceasing or threatening to cease to carry on business.

### **1.3. Acceptance by Radiocom**

An equipment Order becomes effective upon acceptance by Radiocom and acceptance explicitly precludes the application of any terms of purchase contained in order forms or other correspondence of the Customer and these terms and conditions may only be amended with the written agreement of Radiocom.

#### **1.4. Prices**

The prices quoted are exclusive of VAT which will be invoiced to the Customer at the applicable rate.

#### **1.5. Conditions of Delivery and Acceptance by Customer**

Radiocom reserves the right to effect part shipments.

Whilst Radiocom will endeavour to meet indicated times of delivery where specified in the Equipment Order such times are not binding and Radiocom shall not be responsible for any claims arising from delivery delays howsoever caused. Should delivery be delayed by any reason the written communication of readiness for despatch by Radiocom to the Customer shall be considered the revised date of delivery. In default of any written communication of inability to take prompt delivery by the Customer, the products shall be deemed accepted on such date.

If your parcel arrives damaged, you must:

- Take clear photographs of the outer packaging (including the shipping label)
- Take photos of the damaged goods inside
- Retain all original packaging until the issue is resolved.

Photographic evidence is required for us to process any claim, refund, or replacement for damaged goods. Claims without photos may be delayed or rejected.

Unforeseeable events incurred through no fault of Radiocom or extraordinary events at Radiocom or its subcontractors or other impediments impossible for Radiocom to foresee shall entitle Radiocom to defer the date of delivery for a period equal to the time lost by reason of such event or impediment.

The Customer will be deemed to have accepted the Equipment if no notice of defect is given within 7 calendar days. Customer shall pay a restocking fee of 30% (thirty percent) on cancellation of an order or part of an order plus a £25 administration fee.

Where a delivery has been refused by Customer or its representative or incorrect delivery details have been provided by Customer, Radiocom will charge for redelivery at the normal rate.

Radiocom will program equipment in accordance with Ofcom licence. Where additional features over and above the standard programming are required, it is the customer's responsibility to ensure that they inform the account manager. Should additional programming be required following delivery, Radiocom will be entitled to charge for the additional labour.

In the event that the Customer wishes to cancel or re-arrange an engineering visit, Radiocom requires a minimum of five working days written notice prior to the agreed visit date. Within this five day period, Radiocom reserves the right to charge a cancellation fee which at its sole discretion may be up to the full value of the cost of work cancelled including but not limited to labour, transport, equipment hire and accommodation. Cancellation outside the five-day period may still at Radiocom's absolute discretion incur a cancellation charge for costs committed but deemed irrecoverable.

In the case of installation of equipment including base stations, desk top radios, vehicle mobile radios, aerials and such like, the order is completed by the signature of the acceptance document by the Customer or its representative.

In the event that the installation cannot be completed on a pre-agreed date due to circumstances beyond its control (e.g. Supply of IP connection for a repeater). Radiocom will be entitled to invoice the customer for the equipment

it has purchased for the installation. The balance of which will be invoiced upon completion.

Where the supply involves the installation of a complete system, the order is completed by the signature of the Site Acceptance Test document by the Customer or its representative.

Where the labour hours incurred by Radiocom for installation of equipment or other activities directly related to the order exceed the time estimated in Radiocom's quotation, due to factors beyond Radiocom's control, Radiocom reserves the right at its absolute discretion to charge additional engineering time at its standard hourly rates.

All variations from the original agreed specification and/or purchase order will be agreed with the customer in advance of commencement of work on that variation and a new purchase order provided by the customer if required. Agreed variations will be charged for separately and be subject to these Terms and Conditions.

All returns/deliveries to Radiocom are received and signed for on an 'unchecked' basis. A proof of delivery will only confirm receipt of a package(s) and not its contents. Radiocom will inspect the contents within 24 hours of receipt, and if applicable notify the Customer of any discrepancies within 48 hours of receipt.

#### **1.6. Terms of Payment**

The Customer is not entitled to cancel the order after acceptance by Radiocom in accordance with Clause 1.3 If Radiocom is unable to supply the Equipment and/or offer suitable replacement Equipment, it shall advise the Customer in writing and return any deposit paid within 7 days of such notice.

Unless otherwise specified by Radiocom, invoices are due for payment 30 days from the date of the invoice. Payment for the goods is due in pounds sterling and can be made by BACS, CHAPS transfer or cheque, the Customer paying any associated bank transfer charges. A transfer should be made to the account below:

**Account Name:** Radiocom Systems Ltd

**Bank Details:** Barclays Bank, Churchill Plaza, Basingstoke, Hampshire, RG21 7GP

**Sort code:** 20-37-63

**Account Number:** 10311774 SWIFT: BARCGB22

**IBAN:** IBANGB89BARC20376310311774

Time for payment shall be of the essence.

It is the Customer's responsibility to ensure Radiocom is supplied with a remittance advice to allocate the funds accordingly. Should Radiocom receive a payment without receiving a remittance advice within a reasonable time it reserves the right to allocate the payment to the oldest invoice first without prior notification to the Customer. No payment shall be deemed to have been received until Radiocom has received cleared funds.

Credit facilities are agreed as part of Radiocom's account application process. If the current balance on the account exceeds the Customer's agreed credit facility, the account will be placed on stop immediately and no further orders will be processed until Radiocom receives payment for all invoices that are due and payable. Radiocom may withdraw the Customer's agreed credit facility at any time at Radiocom's sole discretion. Any amendments to the credit limit will be confirmed in writing.

All amounts payable to Radiocom under a contract for Hire, Maintenance or Airtime shall become due immediately on its termination despite any other provision.

The Customer shall make all payments due in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order of an amount equal to such deduction to be paid by Radiocom to the Customer.

Radiocom shall be entitled at all times to offset any debt or claim of whatever nature which it has against the Customer with any sums due from Radiocom to the Customer.

Any queries or complaints regarding an invoice or the services to which it relates must be made prior to the due date otherwise the invoiced amount shall be deemed due and payable in full.

Radiocom reserves the right to refuse to execute any order or contract if the arrangement for payment or credit rating is not satisfactory.

The Customer may not withhold payment of any invoice or other amount due to Radiocom for any reason, including that of a counter claim the Customer may have or allege to have against Radiocom.

### **1.7. Non – Payment / Insolvency**

If the Customer fails to pay any sum due under an Equipment Order on the due date or the Customer becomes insolvent or if the Customer is a Limited Company or partnership and there is a material change in its constitution or it commits a material breach of this Contract and fails to remedy that breach all amounts outstanding by the Customer to Radiocom shall become immediately due and payable.

Radiocom shall be entitled to do any one or more of the following (without prejudice to any right or remedy Radiocom may have) under the Late Payment of Commercial Debts (Interest) Act 1998:

- Instruct a debt recovery agency, to recover the amount due and add reasonable costs of the greater of £500 or 10% of the debt to the debt in addition to any late payment fees
- Add £40 per overdue invoice for any invoice overdue.
- Add interest from the due date until payment is made in full, both before and after any judgment, at a rate equivalent to 8% above the Bank of England base rate from time to time, calculated on a daily basis.
- Register the debt with one or more credit reference agencies, without liability on Radiocom's part, which may affect the Customer's credit rating and adversely affect the Customer's business.
- Cancel or suspend any further services to the Customer under any contract or order without liability on Radiocom's part until satisfactory conclusion or settlement of the debt has been reached.
- Allocate any payments made in the first instance towards late interest, late fees and debt recovery fees.
- Require payment in cleared funds in advance of any further orders.

The Customer hereby irrevocably indemnifies Radiocom on a full indemnity basis in respect of all costs and expenses including legal, debt collection, and valuation fees and any internal costs and expenses Radiocom incurs and any value added tax incurred thereon by it in connection with the enforcement of any of Radiocom's rights hereunder. The Customer shall hold Radiocom harmless in respect of any loss incurred as a result of any of the above actions taken to recover any debt payable by the Customer to Radiocom.

### **1.8. Reservation of Proprietary Rights**

In the case of the purchase of Equipment the Equipment shall remain the property of Radiocom until payment has been made in full. The Customer does not acquire any proprietary rights by incorporating the products into other devices.

### **1.9. Intellectual Property Rights**

The Customer acknowledges that Radiocom will obtain Equipment and applicable software from third parties in good faith and accordingly is not responsible for defects in manufacture or design and gives no warranty that Equipment does not infringe patent or intellectual property rights of others.

### **1.10. Warranty**

The Customer acknowledges that Radiocom will obtain Equipment and related software from third parties and will

therefore pass on their warranty as supplied by the third party. Radiocom will only accept warranty claims if it is able to recover from the third party.

#### **1.11. Force Majeure**

Radiocom shall not be liable to the Customer for any failure to perform its obligations under its supply agreement if such failure arises from anything outside of its reasonable control but not limited to acts of God, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, terrorist act, rebellion, insurrection, riot, civil commotion, sabotage, epidemic, quarantine, restriction, labour dispute, labour shortage, strike, lockout or other industrial dispute, power shortage, failure of public power supplies, third party hacking, viruses, trojans, worms, logic bombs or other material attacking the Products, a denial-of-service attack, a distributed or malicious denial-of service attack, failure of communication facilities or unavailability of the Internet and change in legislation;

#### **1.12. Miscellaneous**

All delivery contracts shall be governed exclusively by the laws of England and Wales.

The Customer can assign its rights (but not its obligations) arising hereunder only upon Radiocom's written consent. The Equipment delivered may be subject to the export control regulations of the United Kingdom and/or the European Union. The Customer shall be liable for the observance of such Export control regulations and shall keep Radiocom fully and effectively indemnified in respect of any claim or liability arising from any breach or non-compliance with such regulations.

Should any provision of this agreement be or become inoperative, the other provisions shall not be affected thereby.

#### **1.13. Data Protection**

Radiocom may transfer information about the Customer on to its bankers/financiers for the purposes of providing services for the following purposes: Obtaining credit insurance, making credit reference agency searches, credit control assessment and analysis including credit scoring, market, product and statistical analysis, securitisation and protecting Radiocom's interests. Radiocom will provide the Customer with details of its banker/financiers and of any credit reference agencies used on request.

#### **1.14. Limitations of Liability**

Note: This clause does not apply to death or personal injury caused by negligence of Radiocom.

So far as concerns loss or damage to the Customer, Radiocom, its servants or agents shall be liable to the Customer (and then only to the limited extent set out below) only if and so far as such loss is caused by the negligence of Radiocom's servants or agents acting within the course of their employment.

Radiocom's servants or agents shall not be responsible to the Customer in any circumstances in respect of any loss or damage of the Customer unless written notice is received by Radiocom within 30 days of the alleged loss or damage.

If, whether pursuant to the provisions set out herein or otherwise any liability on the part of Radiocom's servants or agents shall arise (whether under the express or implied terms of the agreement, howsoever fundamental, or at Common Law, in negligence or in any other way) for loss or damage suffered by the Customer arising out of or connected with the provision or failure in provision of the services covered by this agreement, such liability shall in all cases whatever be limited to the payment by Radiocom and/or on behalf of its servants or agents by way of damages a sum not exceeding in respect of any one claim an amount equal to the value of the goods or services supplied in respect of all and any claims arising during one calendar year.

If any third party makes a claim against Radiocom's servants or agents arising in respect of any Equipment supplied under this agreement in respect to any loss or damage outside or beyond the liability of Radiocom as limited herein, then the Customer shall indemnify Radiocom's servants or agents against any such claim and all costs incurred

therein in respect whereof Radiocom is by these Terms declared to be under no liability to the Customer or in so far as any such claim shall cause the total liability of Radiocom to the Customer and all such claimants to exceed the sum set out within these terms.

#### **1.15. Construction**

These conditions may not be varied except by written agreement signed by a Director or duly authorised officer of Radiocom.

Any reference to writing in these conditions shall include electronically recorded or transmitted material. If any provision (or part of a provision) of these terms and conditions is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

#### **1.16. Governing Law and jurisdiction**

These terms and conditions and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England.

The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these terms and conditions or its subject matter or formation (including non-contractual disputes or claims).

## **2. Hire**

### **2.1. Ownership and care of the Equipment**

The Equipment shall remain the property of Radiocom and shall not be sold, charged or disposed of by the Customer who will use the Equipment in a careful and proper manner. The Customer shall ensure the Equipment will not be damaged, repaired, altered or adjusted; only Radiocom may carry out any repairs, alterations or adjustments.

The Customer will at all times operate the Equipment in accordance with the manufacturer's instructions and any regulations issued by HM Government or its agents.

If at the expiry of the hire term (the Term) or its extension the Equipment is not returned to Radiocom, Radiocom shall be entitled to retake possession thereof and for that purpose to enter any premises where the Equipment may be without prejudice to any other remedy or right of action which may be available to Radiocom.

#### **2.2.1 Hire Term and Collection of Equipment**

The term of the contract (the Term) shall be the length of time specified on the hire contract, any extension to which will be known as the Term Extension/ Extension. The minimum Hire contract term detailed on the contract must be met.

The responsibility lies with the Customer to contact Radiocom in writing before the expiry of the Term or Term Extension to request collection of the equipment.

If collection is required, Radiocom will provide the Customer with contact information for its preferred courier. It is the responsibility of the Customer to ensure the Equipment is securely packed, retained at a location owned by the Customer and is collected by the courier. The Hire contract will end at the conclusion of the day of collection. Radiocom will inspect the Equipment upon receipt of the Equipment and notify the Customer of any discrepancies

within five working days.

The customer can opt to pre-arrange a collection date. This option should be selected on the Hire contract.

If the Customer does not contact Radiocomms at the end of the Term or Term Extension, the hire will continue at the agreed rate until the above collection process is completed.

Any failed collections will incur an additional cost at the rate stated in the Hire Contract.

### **2.2.2 Hire of Body-Worn Camera Devices**

The following terms form part of and are supplemental to the existing Hire Agreement between the parties in respect of radio equipment hire. They apply specifically to the hire of body-worn camera devices ("Body Cameras") and shall be read alongside all other applicable terms of the Hire Agreement.

#### **Data & Video Evidence — Client Responsibilities**

The Customer acknowledges and accepts the following obligations in relation to any video footage, images, audio recordings, or other data (collectively "Data") captured or stored on the Body Cameras during the hire period:

1. It is the sole responsibility of the Customer to ensure that all Data — including but not limited to video evidence, audio recordings, still images, and associated metadata — is fully reviewed, downloaded, backed up, and permanently deleted from each Body Camera device prior to its return to Radiocomms.
2. The Customer must carry out a thorough check of each device's internal storage before returning any Body Camera, to confirm that no residual Data remains on the device.
3. Where the Body Cameras are used to capture footage that may constitute evidence in legal, regulatory, or disciplinary proceedings, the Customer is responsible for ensuring the proper preservation and chain of custody of all such Data prior to the return of the devices.
4. The Customer warrants that all Data handling during the hire period, including the capture, storage, access, and deletion of footage, will be carried out in full compliance with all applicable data protection legislation, including but not limited to the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.
5. The Customer accepts that it is the Data Controller in respect of any personal data captured by the Body Cameras during the hire period, and Radiocomms shall bear no responsibility in that capacity.

#### **Limitation of Liability — Data Deletion Upon Return**

Radiocomms hereby gives notice of the following limitations of liability in connection with Data stored on Body Camera devices:

6. Upon the return or off-hire of any Body Camera device, Radiocomms reserves the right to carry out a factory reset and/or full data wipe of the Body Camera. Radiocomms will not retain and Data or be held liable for any loss of Data arising from such a reset or wipe.
7. Radiocomms accepts no responsibility whatsoever for any Data that is deleted, overwritten, corrupted, or otherwise lost from a Body Camera. The Customer is strongly advised not to rely on the continued existence of any Data on returned devices under any circumstances.
8. Radiocomms makes no warranty, express or implied, that Data stored on a Body Camera will be preserved, retrievable, or accessible. No claim shall be brought against Radiocomms.
9. In the event that the Customer fails to remove Data from a device prior to return, the Customer expressly consents to that Data being deleted by Radiocomms without notice, and confirms it has no ongoing claim or interest in Data remaining on returned devices.

#### **Indemnity**

The Customer shall indemnify, defend, and hold harmless Radiocomms, its officers, employees, and agents from and against any and all claims, losses, damages, costs (including legal costs), fines, or penalties arising out of or in connection with:

- (a) any failure by the Customer to remove Data from a Body Camera prior to return;

- (b) any breach of data protection legislation in connection with the Customer's use of the Body Cameras during the hire period; or
- (c) any claim by a third party in relation to footage captured by the Body Cameras during the hire period.

### **Client Acknowledgement**

By accepting delivery of Body Camera equipment under the Hire Agreement, the Customer confirms that it has read, understood, and agrees to be bound by these Terms & Conditions in their entirety.

### **2.3 Payment**

Payment shall be made within thirty days from the date of the invoice. The Equipment shall remain on hire until the expiry of the Term or its Extension as stated in 2.2 above.

If any part of the Equipment is damaged, lost or destroyed whilst in possession of the Customer rental shall continue to be payable until Radiocom receives full payment in respect of the damage, loss or destruction of the Equipment.

### **2.2. Termination**

The hire agreement may be terminated forthwith by Radiocom if the Customer shall commit any breach of its obligations thereunder or shall become Insolvent.

### **2.3. Right of Inspection**

Radiocom (or its authorised representative) will throughout the hiring be permitted by the Customer to enter upon the premises or vehicle in which the Equipment is kept in order to inspect, maintain or test the Equipment.

### **2.4. Safety Requirement**

The Customer is required to ensure that the following information is brought to the attention of all personnel involved with the use of the Equipment.

The Equipment may be classified as Electrical and Electronic and is accompanied by instruction sheets. Each item of Equipment is checked and supplied in accordance with manufacturers published specifications and when used in normal applications within the parameters set out for electrical performance will not cause danger or hazard to health or safety provided that safety practices and normal engineering are observed.

### **2.5. Loss or Damage to Equipment**

The Customer shall accept complete responsibility for any loss of or damage to the Equipment whilst in the Customer's possession or control. The Customer must undertake to arrange at its own expense comprehensive insurance cover against loss of or damage to the Equipment to the value stated on the invoice or contract.

The Customer shall notify Radiocom in writing immediately of any loss of or damage to the Equipment and shall on demand reimburse Radiocom the full retail cost of replacing or repairing the Equipment.

Upon completion of a hire agreement, Radiocom will raise an invoice both for items damaged and those not returned. The unreturned items will remain on hire until the invoice for replacement equipment is settled in full. Radiocom will accept equipment returned up to 60 days after the original off-hire date and a full credit given for the equipment's replacement cost.

## **3. Maintenance**

Radiocom agrees to maintain the equipment described in the Maintenance Contract, at the price or prices set out therein payable by the Customer, beginning on the "Commencement Date" for the period of the initial term. At the end of the initial term, the contract will be automatically renewed on an annual basis unless written notice of

cancellation is given at least one month before the end of the relevant period.

Maintenance shall include the Labour, Parts, Material, tools and equipment necessary to repair, and/or restore to proper operation, equipment which has become defective through normal wear and usage and shall be carried out by Radiocom within a reasonable time subject to the terms hereof and giving due consideration to the availability of any necessary spare parts and/or materials.

### **3.1. Preventive Maintenance Inspection (PMI)**

At the Customer's expense the Base Station and fixed equipment shown on the maintenance contract schedule can be inspected/adjusted and on request a PMI report sheet provided to the Customer.

### **3.2. Place of Maintenance Work**

Maintenance work on Base Station and other fixed equipment shall be performed at the location defined in the Maintenance Contract.

Maintenance work on equipment defined as non-fixed equipment shall be performed at the location defined in the Maintenance Contract.

### **3.3. Maintenance Agreement Categories**

The Category of Maintenance Agreements will be Silver, Gold and Platinum. The details of these categories are defined in the Maintenance Contract.

### **3.4. Customer's Obligations**

The Customer undertakes to allow Radiocom reasonable access and proper facilities for the purpose of carrying out maintenance work and Preventive Maintenance Inspections (PMI) as and when required.

The Customer shall provide a suitable environment and furnish Heat, Light and Power at fixed equipment locations. The Customer shall undertake to deliver non-fixed equipment to the place of service as defined in the maintenance contract Schedule A, where applicable.

The Customer shall notify Radiocom promptly and within the time periods set out within the Maintenance Contract in the event of failure of any equipment. All such reported faults shall be identified by consecutive fault numbers, which will be referred to in all dealings.

### **3.5. Amendments and Additions**

Additional equipment may be incorporated into this agreement and Radiocom will undertake to provide maintenance for such equipment, provided the following rules and criteria are met by the Customer.

- 3.5.1.** The request to incorporate additional equipment must be made by the Customer in writing
- 3.5.2.** Additional charges may be levied for additional equipment.
- 3.5.3.** The additional units will be covered for the remaining duration of this agreement and the terms.
- 3.5.4.** The conditions set forth herein shall apply to all additional units.
- 3.5.5.** The agreement must be active and all maintenance charges must be paid up to date.

The additional equipment will be entered on to a revised Schedule and appended to the Maintenance Contract.

### **3.6. Maintenance Charges**

- 3.6.1.** The due date for payment is the start date of the period for which the invoice in advance is raised. Radiocom will undertake to invoice the Customer for the periodic charges due at least 2 weeks prior to the date and the Customer undertakes to ensure payment is received by Radiocom by the due date.

**3.6.2.** Failure by Customer, for whatever reason, to comply with the above clause will automatically cause suspension of the maintenance agreement. The suspension will remain in force until all due payments are received by Radiocom.

**3.6.3.** Radiocom will charge the Customer for any callout which is not covered under the Customers' maintenance agreement. This will include, but is not limited to:

- Standard call out fee - £450 (including travel)
- Parts

### **3.7. Spares**

In the event that a manufacturer cannot provide spares Radiocom will make every endeavour to source alternative parts. Where this is not possible Radiocom will investigate 'last time buy' options with the manufacturer and Radiocom's Customer. If suitable spares are not available to complete a repair, then the unit in question will be deemed irreparable.

### **3.8. Suspension**

Suspension of this agreement will mean:

**3.8.1.** All outstanding monies owed by the Customer will become due immediately.

**3.8.2.** No defects or faults reported by the Customer will be acted upon by Radiocom throughout the period of suspension.

**3.8.3.** All work on equipment in hand at the time of suspension will cease throughout the period of suspension.

**3.8.4.** Repaired units and/or equipment held by Radiocom at the time of suspension of this agreement will be held by Radiocom pending the settlement of all outstanding monies and the full cost of such repairs is paid to Radiocom by the Customer.

### **3.9. Default**

If Customer shall make default in payment or fails to observe or perform the terms and conditions of this agreement, then Radiocom shall be entitled to cancel and terminate the agreement forthwith and without prior notice or prejudice to any rights which may have accrued to Radiocom or to any remedy to which Radiocom may be entitled.

### **3.10. Termination**

In the event of this agreement being cancelled or terminated by either party thereto and for whatever reason, all outstanding monies due to Radiocom shall become immediately payable by the Customer. Radiocom reserves the right to take whatever recovery action to ensure payment of such dues including any such action referred to in these terms and conditions.

### **3.11. Waiver**

Failure or delay on the part of Radiocom or the Customer to exercise any right, power or privilege hereunder shall not operate as a Waiver hereof

### **3.12. Additional Charges**

Radiocom reserves the right to charge Customer for time, subsistence and materials covering call outs where the reported fault is found to be caused by equipment other than that covered by the equipment detailed in the Maintenance Contract.

### **3.13. Exclusions**

Radiocom shall have no liability under the maintenance contract for failure to maintain equipment due to causes beyond their control and without the fault or negligence of Radiocom, including, but not restricted to Acts of God; Acts of Public Enemy; Acts of Government and Parliament; Acts of War; Acts of the Equipment Manufacturers, its Agents, Employees or Sub-Contractors; Fire, flood; Epidemic; Quarantine and/or Customs restrictions; Strikes;

Freight Embargoes; Unusually severe weather conditions; the faulty equipment having been subjected to physical abuse, damage or misuse including water ingress, unless the unit is sold as being waterproof.

The maintenance contract excludes maintenance of Transmission Line; Antennae; Tower or Tower Lighting; Crystals; Channel Elements; Batteries or Telephone Lines; or to the Installation; Commissioning; Removal or Re-installation of the equipment.

The maintenance contract specifically excludes all equipment not listed on Schedules of the maintenance contract.

### **3.14. Extra to Contract**

The Customer may request Radiocom to provide labour, materials, parts or other work to deal with those exclusions listed in the Exclusions clause. Such work will be charged at time and material rates prevailing at the time of each request; any agreement reached under these terms will form a separate contract between the parties.

## **4. Service & Repairs**

### **4.1. Warranty work**

Where the Customer requires Radiocom to repair or replace any Equipment under terms of any Warranty, the Customer must provide adequate evidence to satisfy Radiocom that the required repair or replacement falls within the time limit or other conditions of the warranty. If the Customer fails or delays to furnish such evidence, Radiocom shall be entitled to charge the Customer for repair work undertaken or for replacement. Radiocom cannot be held responsible for manufacturer delays in returning warranty goods but will use its best endeavours to return equipment as soon as possible.

### **4.2. Estimates**

On receipt of faulty Equipment Radiocom shall provide a written estimate for the Repairs required or notify the Customer that the Equipment is beyond economical repair.

Radiocom shall not commence work until the Customer gives Radiocom written instructions to proceed. If Radiocom does not receive such instructions within 30 days of the date of the estimate, Radiocom may request that the Customer collects the Equipment.

In the event that Radiocom does not repair the Equipment for either which an estimate is given or where the Equipment is beyond economical repair, Radiocom may charge for the examination and re-assembly of the equipment (the "Minimum Charge"). Radiocom shall endeavour to re-assemble the Equipment to the condition in which it was received but shall not be liable to the Customer for any loss or damage whatsoever resulting from its failure so to do.

Once the Customer has provided Radiocom with written instructions accepting the estimate the Customer cannot cancel the repair work.

### **4.3. Standard of repair**

Unless otherwise agreed with the Customer in writing, Radiocom shall repair the Equipment to the manufacturer's specification.

Radiocom shall at its sole discretion decide:

- the nature and method of repair;
- the type of replacement parts to be used;
- in the case of warranty or guarantee work, whether the Equipment shall be repaired or replaced, in whole or in part. Any replacements shall be such as Radiocom considers suitable and need not be identical to the Equipment as delivered to Radiocom.

#### **4.4. Delay or cancellation of Repair or Replacement**

Any dates quoted by Radiocom for completion of repair work, or replacement are approximate only and Radiocom shall not be liable for any loss whatsoever resulting from failure to meet such dates. Radiocom may postpone or cancel repair work at any time.

#### **4.5. Collection /Delivery of the Equipment**

Unless otherwise agreed, the Customer shall collect the repaired or replaced Equipment from Radiocom's premises. Where Radiocom agrees to despatch the Equipment, the method of packing and despatch of the Equipment shall be at Radiocom's discretion. The Equipment shall be despatched at the Customer's risk and except where the Equipment is repaired or replaced under any guarantee or warranty, at the Customer's expense. Notification of damage must be communicated in writing to both Radiocom and the carrier within 3 days of delivery. Notification of non-delivery must be communicated in writing to both Radiocom and the carrier within 7 days of notification of despatch or date of the invoice.

Equipment will be held for a maximum of 30 calendar days.

- after an estimate has been provided without acceptance or refusal;
- the completion of repair work;
- after notification that the Equipment is beyond economical repair; or
- after payment of an invoice is due.

Within this period Radiocom shall make reasonable attempts to contact the Customer by phone or e-mail a minimum of three times. If, after this period, no arrangement has been made for the collection or re-delivery of the Equipment Radiocom reserves the right to either charge the Customer for the storage of the Equipment or auction the Equipment to recover the Minimum Charge and any other repair costs.

#### **4.6. Warranty**

Subject to the following limitation, Radiocom undertakes to repair or replace free of charge (but otherwise upon the conditions herein contained) any part of the Equipment which, during the 3 months following the Equipment collection by or despatch to the Customer, are found to contain defects in materials or workmanship in respect of the repair or replacement carried out by Radiocom. This guarantee/warranty is limited to the part, or parts of the Equipment which Radiocom has repaired or replaced. This does not apply:

- where damage to the Equipment is occasioned by accident, mishandling, the non-observance of operating instructions or unauthorised modification or repair by the Customer;
  - to those parts of the Equipment with a published rate life of less than 6 months; or
- where by written agreement the Equipment have not been repaired to the manufacturer's specification.

#### **4.7. Customer Warranty**

The Customer warrants that the Equipment is its own property and not dangerous or potentially dangerous and shall indemnify Radiocom against any loss, death, injury or damage from breach of this warranty.

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