

Terms and Conditions

Terms & Conditions on Sales of Equipment and Hardware – UK

NST&T UniverPhone UK Ltd:
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1. What is this Document?

1.1 This document (the "**Conditions**") forms part of an agreement between **NST&T UniverPhone** & you, the **Customer**.

1.2 The Conditions together with the (1) **Service Descriptions** &/or (2) **Product Descriptions** & (3) **pricing** applicable to the **Products & Services** that you wish to buy together form the whole of NST&T UniverPhone's "**Agreement**" with Customer. The Agreement is a binding document & Customers should ensure that they understand it.

1.3 Some parts of this Agreement apply to all of our Customers. However other parts are specific to end users only or to **Business Users** only.

1.4 We need to have an agreed written record of what we are supplying to ensure that no mistakes are made. Consequently we will not normally seek to make or agree variations to the Agreement orally & will seek to ensure that changes are documented in writing (which will be required in all cases for Business Users).

1.5 Our Agreement is intended to comply with all of your statutory rights as a Consumer.

2. Definitions

Business User: legal entity or person who buys or agrees to buy Products &/or Services from NST&T UniverPhone other than for private use

Collection Facilities: NST&T UniverPhone's designated collection facilities which can be found at www.UniverPhone.com our UK warehouse

Conditions: this document;

Consumer: an individual who buys or agrees to buy Products &/or Services from NST&T UniverPhone for private use;

CFI: Custom Factory Integration: a Service for Business Users combining Business User specified software & hardware with Product(s) at the time of manufacture which may include image & applications loading & maintenance, software integration, hardware integration &/or asset management services, and Air Time monthly Bandwidth connexion;

Customer: Consumers & Business Users collectively;

NST&T UniversPhone: the NST&T UniversPhone and Afrikanet company identified in your Order Confirmation and/or invoice;

Description: a document forming part of the Agreement which describes a Product or Service that Customers may purchase from NST&T UniversPhone;

Indemnify: promise to be responsible for another's loss, damage, liability or penalty including promise to compensate for any loss, damage, liability or penalty which occurs;

IM: "Integration Material": third party product(s) specified or provided by Business User within the scope of CFI;

IPR: "Intellectual Property Rights" , patents, trade marks, registered designs, & applications for same, copyright, design rights, know-how, trade & business names & any other similar protected rights in any country;

Order: request by Customer to purchase Product or Services from NST&T UniversPhone;

Order Confirmation: written acceptance by NST&T UniversPhone of Customer's Order;

Price: the total charge for Products &/or Services payable by Customer to NST&T UniversPhone;

Products: an individual good (including Software) as described in any current document published by NST&T UniversPhone physically &/or on its internet site, or in any Order Confirmation & which Customer buys or agrees to buy from NST&T UniversPhone but excluding items added to NST&T UniversPhone hardware through CFI;

Services: service & support (including CFI) carried out by or for NST&T UniversPhone in accordance with the Service Offering;

Service Offering(s): the Service options offered by NST&T UniversPhone as described in any current document published by NST&T UniversPhone physically &/or on its internet site, or in any Order Confirmation;

Software: Phones and modems operating systems, applications or other software that is manufactured or owned by, or licensed by, NST&T UniversPhone;

Third Party Products: products not manufactured, assembled or authored by NST&T UniversPhone that NST&T UniversPhone sells.

Third Party Software: computer operating systems, middleware, applications or other software from a third party editor or licensor.

WEE Regulations: means Waste Electrical & Electronic Equipment Regulations 2006

3. Quotations/Orders and Changes

3.1 NST&T UniversPhone quotations are valid only if in writing & for 30 days

after the quotation date, unless otherwise stated in the quotation.

3.2 All Orders for Products &/or Services shall be regarded as an offer by Customer to purchase Products &/or Services under the terms of this Agreement.

3.3 NST&T UnversPhone accepts Customer's offer to purchase under this Agreement & makes a binding Agreement by issuing an Order Confirmation. Order confirmation is binding except, in the case of consumers only, where there is a discrepancy between order confirmation and what consumer ordered and where discrepancy is unacceptable to the consumer. It is recommended that Customer review the Order Confirmation & notify NST&T UnversPhone within a reasonable period of time of any discrepancies that are noticed.

3.4 NST&T UnversPhone reserves the right to make changes to ordered specifications but will identify any such changes in the Order Confirmation. NST&T UnversPhone guarantees that any such changed Products will offer at least equivalent functionality & performance. NST&T UnversPhone will not make any significant variations to Products or Services without Customer's prior agreement &, except as provided for above, will manufacture & deliver Product in accordance with the Order Confirmation.

4. Price and Payment

All Customers:

4.1 The Price that Customers have to pay will be shown on NST&T UnversPhone's Order Confirmation and invoices.

All the sponsored equipment sold by AFRIKANET “at a special price” in order to help the customers {migration, increase in network,} will remain the property of AFRIKANET during at least 5 years on Afrikanet services. The customer will have to request and pay a penalty price given by AFRIKANET in order to become owner without serving either the 5 years or the NDA contract terms.

Consumers and End users :

4.2 Payment shall be made before supply of Product or Service unless 30days late payment is agreed by NST&T UnversPhone. NST&T UnversPhone may suspend delivery of Product or Service until full payment is received. If NST&T UnversPhone has delivered Product &/or Services & the Product &/or Services remain neither paid for nor made available for collection when reasonably demanded then NST&T UnversPhone may recover the outstanding payment &/or Product & the recovery costs are to be paid by the Consumer.

Business Users:

4.3 If agreed in advance in writing, Business Users may pay within 30 days of the date of invoice. NST&T UnversPhone may suspend delivery of Product or Service until full payment is received. If full payment is not

received NST&T UniversPhone will be entitled to charge interest on the amount outstanding at the rate of 1.5% per day. If NST&T UniversPhone must recover the outstanding payment &/or Product, recovery costs are to be paid by Business User.

4.4 For Orders to be delivered in instalments over a period of time, NST&T UniversPhone may adjust prices due to changes to exchange rates, duties, insurance, freight, handling & purchase costs.

5. Delivery

All Customers:

5.1 The delivery date specified in the Order Confirmation is an estimate and will not exceed 30 days after full order payment.

5.2 The place of delivery is as stated in the Order Confirmation.

5.3 For practical reasons, Products may be delivered by instalments, which shall be communicated to Customer.

Consumers:

5.4 Delivery will take place less than 30 days after the date of Order unless specifically otherwise agreed at the time of making the Order.

5.5 If the estimated delivery date cannot be met and the revised delivery date will exceed 30 days from the original date of order then Consumer will be contacted & advised of a proposed new date for delivery. If Consumer refuses the revised delivery date and delivery is not made within 30 days from the original date of order or prior to the specifically agreed delivery date if applicable, then Consumer may cancel the order without charge & obtain a full refund.

5.6 Where Product is delivered in instalments, then, unless expressly otherwise agreed at the time of placing the Order, these instalments will be delivered within 30 days of placing the Order.

6. Passing of Ownership & Risk

6.1 Ownership of Products passes to Customer on the later of receipt by NST&T UniversPhone of full payment or delivery to Customer of Product. NST&T UniversPhone may recover any Products supplied at any time prior to ownership passing if Customer is in breach of these Conditions. This clause shall not apply to IPR.

6.2 Risk meaning: a: (for Consumers only, within the period of time specified in clause 7.3), a duty to take reasonable care of Product received and b: (after the period specified in Clause 7.3 for Consumers and in all circumstances for Business Users) responsibility for damage caused to or by use, handling or storage of the Product, passes to Customer on delivery of Products to Customer or to their representative.

7. Acceptance of Products on Delivery, "Cooling Off" & rights of return and cancellation

All Customers:

7.1 Customer should notify NST&T UniersPhone promptly: following delivery of any missing, incorrectly delivered, incorrect specification (subject to Clauses 3.3 & 3.4), or otherwise not as ordered Products or Products which are either in damaged packaging or are visibly damaged; following discovery of any non-visible damage or defect in Product supplied.

7.2 Where Product can be returned to NST&T UniersPhone by Customer under the terms of this Agreement, it should be made available for collection at a time which is mutually convenient insofar as possible. Customers should act reasonably in complying with a request by NST&T UniersPhone to collect Product at a particular time.

Consumers:

7.3 Consumers may cancel their Orders for any reason until, but no later than:

7.3.1 the end of the 7th "working day" (days other than weekend days & public holidays) after the day of receipt of the Product &/or of the Service Order Confirmation (as applicable); or

7.3.2 the end of the 7th working day after the date when all such information required by law is supplied.

7.4 Consumers' right regarding Bandwidth contract are specified in the SAT broadband Terms and Conditions that are available on www.Afrikanet.net website .

7.5 On cancellation of Products Consumer is obliged to return the goods to NST&T UniersPhone in their original condition, undamaged & at the cost of Consumer. Consumer shall take reasonable care to ensure that the goods are not damaged whilst in transit using means arranged by Consumer. Whilst in possession of the goods Consumer shall be under a duty to take reasonable care of them. NST&T UniersPhone shall take action against Consumer for goods returned which have been made unfit for resale or damaged whilst in the possession of Consumer. Customer shall pay the shipping charges on both directions if a cancellation of order is made.

7.6 The provisions of Clauses 7.3, 7.4 & 7.5 do not apply to Product or Software that is damaged or defective.

7.7 On cancellation of the Order NST&T UniersPhone will refund the price paid, less the direct cost of recovering the goods (when applicable), and les the shipping cost on both side related to the order, within a period of 30 days from date of cancellation.

Business Users:

7.8 Notwithstanding anything herein to the contrary (including without

limitation Clauses 3.3 & 3.4), Business Users may only reject Product for material non-conformity with the Product Description by providing written notice to NST&T UniversPhone within 7 days after delivery or otherwise shall be deemed to have accepted the Products.

8. Statutory Rights, Warranties, Repairs, Replacements & Provision of Services

All Customers:

8.1 NST&T UniversPhone will fulfil its legal obligations to repair &/or replace Products. These obligations are dependent upon proper use of Products & do not cover any parts of Products which have been modified or repaired without NST&T UniversPhone's prior written consent. NST&T UniversPhone may ask third party Software or Firmware licensors to fulfil NST&T UniversPhone's and/or licensor's legal obligations relating to the supply of that licensor's software or equipment firmware.

8.2 NST&T UniversPhone's obligations do not apply to the consumable components of consumable items (such as toner in printer cartridges) or if a defect is caused by an external cause such as fair wear & tear, software or hardware loaded onto or connected to Product by Customer where this software or hardware has not been supplied by NST&T UniversPhone, an accident, hazard, humidity control, electrical stress or other environmental conditions not commonly found in a safe home or office environment.

8.3 Phone's batteries are delivered with a maximum 3 months warranty unless a shorter period is stated in the applicable Service Offering. This warranty is not upgradeable.

8.4 Parts not critical to Product function, including but not limited to hinges, doors, cosmetic features, and frames, are not serviced &/or repaired.

8.5 NST&T UniversPhone's obligations under its Service Offerings are as stated in the Descriptions for those Service Offerings. NST&T UniversPhone will use all reasonable endeavours to meet response times estimated in the Service Offerings, but actual timings may vary depending, among other factors, on the remoteness or accessibility of Customer's location, weather conditions & availability of components. NST&T UniversPhone will comply with all other terms of its Service Offerings. Notwithstanding the above, the following are excluded from Service unless stated otherwise in the Service Offering: local working hours, relocation, removal of non-NST&T UniversPhone supplied hardware or software, preventative maintenance, repairs to Products that are functioning within industry standards including without limitation noise on phones during communications, modems instability. Customer is responsible for removal of non-NST&T UniversPhone supplied products.

8.6 NST&T UniversPhone does not provide NST&T UniversPhone Service Offerings for Third Party manufactured Software or Products but will pass to Customers, to the extent that it is permitted to do so, the benefit of any warranty or guarantee given by the manufacturer or supplier of Third Party Products.

8.7 Service may be provided via telephone (at the normal national rate) or Internet where appropriate. Additional optional value added Services may be offered using Premium Rated Services. Any such Services will be clearly identified & will be provided in compliance with

relevant regulations and codes applying to provision and use of Premium Rated Services. Customer must provide NST&T UniverPhone with all reasonable courtesy, information & cooperation to enable NST&T UniverPhone to deliver the Services & shall be responsible for all telephone & postal charges in contacting NST&T UniverPhone.

8.8 NST&T UniverPhone makes repairs as required at law &, if applicable, under Service Offerings by using components which are new or equivalent to new in accordance with industry standards and practice. Products will be repaired using parts which will work for the balance of the statutory entitlement period and/or the Service Offering period relating to the Product into which they are installed. If the part is installed into a Product for which this statutory entitlement period and/or the Service Offering Period (as applicable) has less than 90 days to run at the date of installation then the part itself will continue to work for at least 90 days after the date upon which it was installed.

8.9 NST&T UniverPhone owns any Product or parts that are removed during repair. NST&T UniverPhone may require Customer to return removed parts to NST&T UniverPhone for reconditioning, analysis or for environmental reasons.

8.10 If Customer does not return removed parts NST&T UniverPhone then may charge a fee of which Customer will be informed prior to charge. The fee will reflect the cost incurred by NST&T UniverPhone in retrieving the part(s), &/or the cost of procuring another component to recondition &/or arising from failure to comply with environmental obligations as a result of the Customer's failure to return the Product or part.

8.11 The charge referred to in 8.9 and 8.10 above will not apply to Consumers returning defective parts which have been replaced in accordance with statutory rights.

8.12 Products, Software & Services sold will correspond to their Description (except as stated in Term 3.4 above).

Consumers:

8.13 Products sold will be suitable for general use in a domestic, non commercial, non research environment in a manner which is consistent with the specification, functionality & service standards described in the Product's Description. Fitness for use in any other manner or environment must be explicitly and clearly agreed (preferably in writing) with NST&T UniverPhone prior to purchase.

8.14 NST&T UniverPhone will repair, or in the event that repair does not occur, replace Product which is defective but not due to the customer within a reasonable period & with reasonable care & skill. This may only be varied to the extent reasonably agreed with Consumer.

Business Users:

8.15 Business Users must satisfy themselves as to the suitability of the Description for their needs. NST&T UniverPhone does not warrant fitness for any particular purpose. Fitness for use in any particular manner or environment must be agreed in writing with NST&T UniverPhone prior

to purchase.

8.16 Business Users are not automatically entitled to repair or replacement other than as described in a Service Description or as otherwise agreed by NST&T UniverPhone. NST&T UniverPhone shall have no liability or obligation for defects in Products or failure to remedy defects except as expressly provided under this Agreement.

8.17 Except as expressly provided herein, no warranty, express or implied, as to the condition, quality, performance, merchantability, or durability of Products is given or assumed by NST&T UniverPhone & all such warranties are hereby excluded.

9. Custom Factory Integration (CFI) (Business Users only)

9.1 CFI may be provided at the discretion of NST&T UniverPhone in accordance with Business User's instructions & technical specifications & subject to current NST&T UniverPhone requirements. Business User will specify & provide IM or NST&T UniverPhone may obtain IM at Business User's instruction. NST&T UniverPhone will indicate acceptance &/or validation of IM & then will integrate IM into Product(s), producing a CFI Product. NST&T UniverPhone may install CFI Product under Business User's instruction or under NST&T UniverPhone technical advice, if agreed in writing. NST&T UniverPhone will not carry out CFI work if not technically feasible. NST&T UniverPhone shall not warrant the functionality or provide support for IM in any case.

10. Frustration/Circumstances beyond the Parties' control ("Force Majeure")

Consumers:

10.1 Neither party is responsible for non-performance in case of circumstances beyond its reasonable control ("Force Majeure") including without limitation, strikes by non NST&T UniverPhone employees, terrorist acts, war, exchange fluctuations, governmental or regulatory actions, natural disasters, severe weather, unforeseeable transport or production problems affecting companies that supply NST&T UniverPhone.

10.2 If a Force Majeure event occurs & NST&T UniverPhone cannot deliver within the period set out in the Order Confirmation, NST&T UniverPhone will & Consumer may act in accordance with the terms of clause 5.5 above.

10.3 If the Force Majeure event lasts longer than 60 days then NST&T UniverPhone shall have the right to terminate the Agreement by providing notice in writing to Consumer & returning all sums paid by Consumer under the Agreement. No compensation to Consumer will then be due in these circumstances.

Business Users:

10.4 The same provisions apply to Business Users as apply to Consumers in Clauses 10.1 & 10.3. Neither NST&T UniverPhone in respect of a Business User nor a Business User in respect of NST&T UniverPhone

may use Clause 10.2.

11. Liability

All Customers:

11.1 NST&T UnversPhone accepts liability for any loss or damage to private property, death or personal injury caused by the Products & Services supplied, the negligence or deliberate misconduct of NST&T UnversPhone, or any employees, agents or subcontractors acting on NST&T UnversPhone's behalf, provided, however, that in all cases, except for death or personal injury (where there shall be no limit on liability), NST&T UnversPhone's liability for losses suffered by Customer will be assessed in accordance with the applicable terms of this Clause 11.

Consumers:

11.2 NST&T UnversPhone shall never accept liability for losses arising as a direct consequence of breach by NST&T UnversPhone of its statutory duty. NST&T UnversPhone shall not be liable in any circumstances for example where the causes or potential causes of the loss:

11.2.1 were not reasonably foreseeable by both parties; &/or

11.2.2 were known by Consumer to the exclusion of NST&T UnversPhone at the time that the Agreement was entered into; &/or

11.2.3 arose from the use of the Product &/or Services for purposes other than those contemplated in Clause 8.13.

11.2.4 were reasonably foreseeable & preventable by Consumer such as those arising from, but not limited to:

11.2.4.1 data or information loss caused by failing to keep back up copies of important data on separate media; or

11.2.4.2 virus damage; or

11.2.4.3 user inflicted problems such as those caused by failure to read &/or follow user instructions provided in writing or orally by a NST&T UnversPhone technician.

11.3 In claiming against NST&T UnversPhone for any such losses Consumer is expected to have acted reasonably, for example, with regard to:

11.3.1 how the losses were accrued - including steps taken to mitigate or avoid losses occurring; &

11.3.2 taking reasonable precautions to avoid loss (such as contacting NST&T UnversPhone promptly upon becoming aware of an issue).

Business Users:

11.4 The provisions of Clauses 11.2 & 11.3 will also apply Business Users as if the word "Consumer" were replaced by the words "Business User" except that:

11.4.1 in all cases including death or personal NST&T UniversPhone's liability for losses is not acceptable ; and

11.4.2 NST&T UniversPhone will not be liable even for:

11.4.2.1 use not consistent with clause 8.15 (rather than clause 8.13);

11.4.2.2 loss resulting from any defect or deficiency in Products or Services which NST&T UniversPhone shall have remedied within a reasonable period &/or consistently with the terms of a Service Description;

11.4.2.3 consequential losses such as loss of business profits, salary, revenue, data or anticipated savings.

12. Intellectual Property & Software

All Customers:

12.1 NST&T UniversPhone Indemnifies Customer from all costs & liabilities arising from any claim that use of Product or Software infringes any third party IPR. NST&T UniversPhone may recall & exchange or modify Product or refund Customer (minus depreciation in this event) or require Customer to install replacement or altered Software or firmware download.

12.2 NST&T UniversPhone retains all NST&T UniversPhone-owned IPR in Product. Customer must notify NST&T UniversPhone immediately of any infringing or unauthorised use of Product or IPR in it.

12.3 NST&T UniversPhone does not Indemnify Customer for:

12.3.1 Third Party Hardware or Third Party Software;

12.3.2 unauthorised modification or use of the Products or Software;

12.3.3 any claim caused by the use of Products or Software in conjunction with anything not supplied by NST&T UniversPhone. Customer must comply with the license conditions for any Software supplied.

12.4 Customer Indemnifies NST&T UniversPhone for any claim which arises due to Customer's own actions of which NST&T UniversPhone had no knowledge or could not reasonably be expected to have had knowledge.

12.5 NST&T UniversPhone is allowed to litigate, negotiate & settle claims & Customer must provide reasonable assistance if requested to assist NST&T UniversPhone if litigation is directly related to Products supplied to Customer.

Business Users:

12.6 Business Users additionally Indemnify NST&T UnversPhone, without limit, for any claim related to IM or IPR specified or owned by Business User & integrated into Product.

13. Export Control

13.1 Customer is advised that Product, which may include technology & software, is subject to EU and US export control laws & laws of the country where it is delivered or used. Under these laws, Product may not be sold, leased or transferred to restricted end-users or countries or for restricted end-uses. Customer agrees to abide by these laws.

For Telecommunications goods, Customer shall check compatibility and request authorisation from telecommunications authorities of his country before using each equipment. NST&T UnversPhone will accept no liability and no consequences for illegal use of equipment without permit and licences.

14. Data Protection

14.1 Personal data obtained by NST&T UnversPhone from Customer shall be held & processed in accordance with all applicable laws and consistently with NST&T UnversPhone's Privacy Policy. NST&T UnversPhone may share such personal data with other NST&T UnversPhone entities, agents, or subcontractors performing services for NST&T UnversPhone. NST&T UnversPhone may also transfer personal data to affiliated companies or agents or subcontractors which may be outside the European Economic Area (EEA), in which case NST&T UnversPhone will ensure adequate protection to safeguard personal data. For a copy of NST&T UnversPhone's Privacy Policy, please visit NST&T UnversPhone's website or contact: NST&T UnversPhone Ashford Office:
Hydra House, 26 North Street
Ashford Kent TN24 8JR
Tel: +44-1233-653-972 Fax: +44-207 900 6479
Reg Number: 0380 4593 VAT Number: GB 724 8541 26

Customer consents to the processing of Customer's personal data in accordance with the above.

15. Confidentiality

15.1 Each party must treat all information received from the other which appears to be confidential as it would treat its own confidential information generally, but at least, with no less than a reasonable degree of care.

16. Termination

16.1 Either party may terminate this Agreement if the other:

16.1.1 commits a material or persistent breach of these Conditions; &

16.1.2 fails to remedy such breach within 30 days of written notice

being given to it by the other part requiring a remedy.

16.2 NST&T UnversPhone may terminate this Agreement with immediate written notice if Customer:

16.2.1 fails, without good reason, to pay on time; or

16.2.2 breaches or NST&T UnversPhone reasonably suspects Customer has breached export control laws.

16.3 Either party may terminate if the other becomes insolvent or bankrupt or is unable to pay debts as they fall due. This provision shall not relieve NST&T UnversPhone of an obligation to complete the delivery of any Product that has been ordered and fully paid for by a Customer prior to that Customer becoming insolvent or bankrupt.

16.4 The following clauses of these Conditions shall survive any termination or expiration of these Conditions & shall continue to bind the parties & their permitted successors & assigns: clauses 4.2, 4.3, 4.4, 6, 7, 8.9, 8.10, 11, 12, 13, 14, 15 & 17.

17. Law & Jurisdiction

17.1 This Agreement is to be interpreted in accordance with English Law but may be subject for Consumers to the jurisdiction of the English, Wels. For Business Customers the English courts shall have exclusive jurisdiction.

17.2 If any part of these Conditions are found to be unenforceable by a court, the rest are unaffected. All notices must be in writing & sent to a legal officer of each party, at the address provided on the invoice.

18. Assignment & Subcontracting

Consumers:

18.1 NST&T UnversPhone may assign, subcontract or transfer its obligations or rights to a competent third party in whole or in part & provided that the assignment, subcontract or transfer occurs without negatively affecting:

18.1.1 the provision of the Products &/or Services &

18.1.2 rights or remedies of the Consumer under the Agreement.

18.2 NST&T UnversPhone requires Consumer to inform it in advance of any assignment, subcontract or transfer on the Consumer's part.

Business Users:

18.3 NST&T UnversPhone may assign, subcontract or transfer its obligations or rights to a competent third party in whole or in part. Business Users may do so only with NST&T UnversPhone's written consent.

19. **Miscellaneous**

19.1 Customer can find all NST&T UnversPhone policies, Product and Service Offering details at www.UniversPhone.com

20. **Environmental**

NST&T UnversPhone is not registered with any Environment Agency

Consumers:

20.1 NST&T UnversPhone do not provides Consumers with a Take Back Program .

Business Users:

20.2 20.2 NST&T UnversPhone do not provide Collection Facilities for Business customers. Customer is responsible, at its cost, for all goods he ordered and fully paid for.

21. **TUPE**

Business Users:

21.1 Customer shall keep NST&T UnversPhone fully indemnified against any claims, costs, demands, awards, compensation or other liability of any nature arising out of the termination of the employment rights (by way of redundancy or otherwise) or deemed transfer of any employment rights of any employees of the Customer or otherwise resulting from the entering into or termination of any Order, Services or this Agreement (in whole or in part) for whatsoever reason.

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