

Service Specific Terms & Conditions Sale & Rental of Equipment TURKS & CAICOS ISLANDS

These terms and conditions shall apply where We sell or rent You any equipment, device (including mobile devices) or other apparatus (collectively referred to in this Schedule as "Equipment"). Operating supplies are not included as part of Equipment.

TERMS AND CONDITIONS OF SALE OF EQUIPMENT

1. DELIVERY

- 1.1 All risks in the Equipment shall pass to You upon delivery. Unless otherwise specified delivery shall be deemed to take place when the Equipment has been delivered to You or to the location specified by You.
- 1.2 All dates and times specified to You for delivery of the Equipment are best estimates only. We shall have no liability for any losses or other expenses sustained or incurred by You as a result of delay. You shall not be entitled to refuse acceptance of the Equipment as a consequence of such delay.

2. TITLE

- 2.1 Until We have been paid in full for the Equipment supplied to You, You shall hold the same in a fiduciary capacity as bailee for Us, and legal and beneficial title to the Equipment shall remain with Us and You shall store it in such a way that it is clearly Our property.

3. SPECIFICATION

- 3.1 We shall use all commercially reasonable endeavours to supply the Equipment in accordance with the specification therefor.
- 3.2 We shall use Our reasonable endeavours to ensure that all technical information, particulars of Equipment and performance specifications and performance descriptions submitted by Us are as accurate as possible, but these are not to be treated as binding or as forming part of this Agreement or part of any contract between You and Us. We shall provide You with any user manual for the Equipment as supplied by the manufacturer.

4. WARRANTY

- 4.1 We will grant to You a warranty consistent with the manufacturer's warranty. Any Equipment which is found to Our satisfaction to be defective as a result of faulty design, manufacture or workmanship ("defective Equipment") at the time of delivery to You or within sixty (60) days thereafter will be replaced by Us during that period at no cost. Thereafter We agree that with respect to defective Equipment We will, for up to a period of six (6) months from the service commencement date:
- 4.1.1 repair free of charge the defective Equipment; or
- 4.1.2 replace the defective Equipment with Equipment of an identical type if available or, if an identical type is not available, replace the defective Equipment with the closest type available.
- 4.2 The provisions of clause 4.1 above shall only apply where:

- 4.2.1 Equipment has not been misused, mishandled, overloaded, amended, modified or repaired in any way by You, Your servants or agents, or any other person not authorised by Us for the purposes thereof, or used for any purpose other than that for which it was designed; and
- 4.2.2 You provide Us with proof of purchase of the Equipment from Us; and
- 4.2.3 the manufacturer of the Equipment has provided Us with a warranty of at least twelve (12) months. Should the remaining balance on the manufacturer's warranty be less than six (6) months, and You comply with clauses 4.2.1 and

4.2.2, We shall provide a warranty equal in duration to the remaining balance on the warranty provided to Us by the manufacturer.

- 4.3 Our obligations under clause 4.1 above shall apply during Our normal working hours.
- 4.4 Any Equipment or component parts of the Equipment replaced by Us pursuant to clause 4.1 of this Schedule shall upon replacement become Our property unless and until title has passed to You in accordance with clause 2.1 of this Schedule.
- 4.5 Save as expressly set out in this Agreement, all conditions, warranties, terms and undertakings express or implied statutory or otherwise in respect of the Equipment are expressly excluded from this Agreement.

5. LIABILITY

- 5.1 The express warranty and undertaking given above is the only warranty given by Us and shall be Our entire liability, including liability for negligence, in respect of the sale of the Equipment to You.

TERMS AND CONDITIONS OF RENTAL OF EQUIPMENT

1. DELIVERY

1. All risks in the Equipment shall pass to You upon delivery. Unless otherwise specified delivery shall be deemed to take place when the Equipment has been delivered to You or to the location specified by You.
- 1.2 All dates and times specified to You for delivery of Equipment are best estimates only. We shall have no liability for any losses or other expenses sustained or incurred by You as a result of delay. You shall not be entitled to refuse acceptance of the Equipment as a consequence of such delay.
- 1.3 You are responsible for ensuring that after delivery of Equipment, it is not damaged, interfered with, modified, adapted or mistreated by You or by any third party and that it is not repaired by any person other than Us.
- 1.4 You are responsible for the proper use of the Equipment and if any Equipment is damaged, lost or stolen following delivery You must pay Our charges for repairing or replacing such Equipment, except that You will not be liable to pay any sums in respect of repair or replacement as a result of fair wear and tear of Equipment. You shall notify Us immediately of any such damage, loss or theft.
- 1.5 We may request a deposit from You to meet Your obligations under clause 1.4 above.

2. TITLE

- 2.1 Title to the Equipment shall be retained by Us at all times and You may not remove, tamper with or obliterate any identification mark attached to the Equipment showing that it is Our property. On all occasions when the ownership of the Equipment is relevant, You shall make clear to third parties that the same is Our property.

- 2.2 You may not assign or otherwise transfer any Equipment, either temporarily or permanently, to a third party without Our prior consent in writing.
- 2.3 You shall protect the Equipment from any form of distress or execution by any person and shall immediately notify Us if there is any risk or threat of the Equipment being seized or taken out of Your possession or control under any distress, execution or other legal process.

3. SPECIFICATION

- 3.1 We shall use all commercially reasonable endeavours to supply the Equipment in accordance with the specification therefor.
- 3.2 We shall use Our reasonable endeavours to ensure that all technical information, particulars of Equipment and performance specifications and performance descriptions submitted by Us are as accurate as possible, but these are not to be treated as binding or as forming part of this Agreement or part of any contract between You and Us.

4. LIABILITY

- 4.1 The express warranty and undertaking given above is the only warranty given by Us and shall be Our entire liability including liability for negligence in respect of the rental of Equipment to You.

5. RETURN OF EQUIPMENT

- 5.1 On termination of the Agreement for whatever reason, You must promptly return to Our offices, or call and make available for collection by Us, Equipment rented from Us. If You do not return such Equipment We will add the value of the Equipment to Your account, which will be forwarded to Our debt collector or Solicitor for collection. You will pay all costs and expenses incurred by Us in seeking and/or enforcing payment for Equipment not returned to Us as aforesaid. For the purposes of this section "Our offices" means our registered office or business offices.