

## INTERNET CONNECTIVITY SOLUTION SALES TERMS AND CONDITIONS (B2B)

### 1. Application of Conditions

1.1 Slingshot Six Limited, a company registered in England (number 09575325), whose registered office is at Devon Cottage, Alphington Road, Exeter, Devon, England, EX2 8NA (the “**Seller**”) sells internet connectivity solutions (the “**Goods**”). Any reference to “Goods” in these Terms and Conditions shall include any instalment and configuration of the Goods by the Seller.

1.2 The Seller shall sell and the purchaser (the “**Buyer**”) shall purchase the Goods (including any instalment and configuration of the Goods or any parts of them) in accordance with any quotation or offer of the Seller which is accepted by the Buyer, or any order of the Buyer which is accepted by the Seller.

These Terms and Conditions shall govern the contract for the purchase and sale of the Goods (the “**Contract**”) to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted by the Seller, or any such order is made or purported to be made, by the Buyer.

### 2. Basis of Sale

2.1 The Seller’s employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

2.2 Sales literature, price lists and other documents issued by the Seller in relation to the Goods are subject to alteration without notice and do not constitute offers to sell the Goods. No contract for the sale of the Goods shall be binding on the Seller unless the Seller has issued a quotation which is expressed to be an offer to sell the Goods or has accepted an order placed by the Buyer by whichever is the earlier of:

- a) the Seller’s written acceptance;
- b) delivery of the Goods; or
- c) the Seller’s invoice

2.3 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

### 3. Orders

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless

and until confirmed in writing by the Seller's authorised representative

3.2 The description of the Goods shall be that set out in the Seller's sales documentation unless varied expressly in the Buyer's order (if such variation(s) is/are accepted by the Seller). The Goods will only be supplied in the quantities agreed between the parties in the order accepted by the Seller

3.3 Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Seller are intended as a guide only and shall not be binding on the Seller

3.4 The Seller reserves the right to make any changes in the description of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements

3.5 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller on the terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of such cancellation

## **4. Price**

4.1 The price of the Goods shall be the price listed in the Supplier's price list (if applicable) current at the date of acceptance of the Buyer's order or such other price as may be agreed in writing by the Seller and the Buyer

4.2 Where the Seller has quoted a price for the Goods other than in accordance with the Seller's published price list the price quoted shall be valid for 30 (thirty) days only or such lesser time as the Seller may specify

4.3 The Seller reserves the right, by giving written notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which are requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions

4.4 The Seller may allow the Buyer quantity discounts subject to and in accordance with the conditions set out in the Seller's published price list for the Goods current at the date of acceptance of the Buyer's order

4.5 Except as otherwise stated under the terms of any quotation or in any price list of the

Seller, and unless otherwise agreed in writing between the Buyer and the Seller, all prices are inclusive of the Seller's charges for packaging but exclusive of delivery charges, which shall appear as a separate item in any quotation issued

4.6 The price is exclusive of any applicable value added tax, excise, sales taxes or levies of a similar nature which are imposed or charged in respect of the Goods, which the Buyer shall be additionally liable to pay to the Seller

## 5. Payment

5.1 Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall invoice the Buyer for the price of the Goods (plus applicable additional delivery charges) on or at any time after delivery of the Goods, unless the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has tendered delivery of the Goods

5.2 The Buyer shall pay the price of the Goods (plus any applicable delivery charges and less any discount or credit allowed by the Seller, but without any other deduction credit or set off) within 10 (ten) business days of the date of the Seller's invoice or otherwise in accordance with such credit terms as may have been agreed in writing between the Buyer and the Seller in respect of the Contract. Payment shall be made on the due date notwithstanding that delivery may not have taken place and/or that the property in the Goods has not passed to the Buyer. The time for the payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request

5.3 All payments shall be made to the Seller as indicated on the form of acceptance or invoice issued by the Seller

5.4 The Seller is not obliged to accept orders from any customer or buyer who has not supplied the Seller with references satisfactory to the Seller. If at any time the Seller is not satisfied as to the creditworthiness of the Buyer it may give notice in writing to the Buyer that no further credit will be allowed to the Buyer in which event no further Goods will be delivered to the Buyer other than against cash payment and notwithstanding sub-Clause 5.2 of these Conditions, all amounts owing by the Buyer to the Seller shall be immediately payable in cash

## 6. Delivery

6.1 Delivery of the Goods shall be made by the Seller delivering the Goods to the place specified in the Buyer's order and/or the Seller's acceptance as the location to which the Goods are to be delivered by the Seller

6.2 The Seller shall use its reasonable endeavours to comply with any dates for delivery of

Goods as stated in the Buyer's order as accepted by the Seller (the "**Delivery Date**"). Unless agreed otherwise between the parties, the Delivery Date shall constitute only a statement of expectation and shall not be binding. If the Seller, having used its reasonable endeavours fails to deliver the Goods by the Delivery Date, such failure shall not constitute a breach of the Contract. The Goods may be delivered by the Seller in advance of the Delivery Date upon giving reasonable notice to the Buyer

6.3 The Seller shall use its reasonable endeavours to comply with any dates for delivery of Goods as stated in the Buyer's order as accepted by the Seller (the "**Delivery Date**"). Unless agreed otherwise between the parties, the Delivery Date shall constitute only a statement of expectation and shall not be binding. If the Seller, having used its reasonable endeavours fails to deliver the Goods by the Delivery Date, such failure shall not constitute a breach of the Contract. The Goods may be delivered by the Seller in advance of the Delivery Date upon giving reasonable notice to the Buyer. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Terms and Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated

6.4 In circumstances where the Seller has attempted to physically deliver Goods to the Buyer and the Buyer is unable or unwilling to accept such delivery, the Buyer will be charged for the cost of the failed delivery in addition to any and all subsequent attempts. If the Buyer is unable to accept delivery, a new date shall be set by mutual agreement of the parties. If the Buyer is unwilling to accept delivery, the parties shall seek to vary the Contract as appropriate by mutual agreement or the Seller shall be entitled to cancel the order and/or suspend any further deliveries to the Buyer

## 7. Non-Delivery

If the Seller fails to deliver the Goods or any part thereof on the Delivery Date other than for reasons outside the Seller's reasonable control or the Buyer's fault, if the Buyer gives written notice to the Seller within 14 (fourteen) business days after the Delivery Date and the Seller fails to deliver the Goods within 14 business days after receiving such notice the Buyer may cancel the order and the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to those not delivered over the price of the Goods not delivered

## 8. Risk and Retention of Title

8.1 Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery or,

if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods

8.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, legal and beneficial title of the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods (plus any applicable delivery charges) and any other goods supplied by the Seller and the Buyer has repaid all moneys owed to the Seller, regardless of how such indebtedness arose

8.3 Until payment has been made to the Seller in accordance with these Conditions and title in the Goods has passed to the Buyer, the Buyer shall be in possession of the Goods as bailee for the Seller and the Buyer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Seller and shall insure the Goods against all reasonable risks

8.4 In the event that the Buyer sells or transfers the Goods to a third party before legal and beneficial title has passed to the Buyer under these Terms and Conditions, the proceeds of the sub-sale or transfer (or such proportion as is due to the Seller) shall be held by the Buyer on behalf of the Seller. The Buyer shall ensure that such moneys are held separately from, and are in no way mixed with, any other moneys or funds, and that all moneys held on the Seller's behalf are identified as such

8.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all money owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable

8.6 The Seller reserves the right to repossess any Goods in which the Seller retains title without notice. The Buyer irrevocably authorises the Seller to enter the Buyer's premises during normal business hours for the purpose of repossessing the Goods in which the Seller retains title or inspecting the Goods to ensure compliance with the storage and identification requirements of sub-Clause 8.3

8.7 The Buyer's right to possession of the Goods in which the Seller maintains legal and beneficial title shall terminate if;

- a) the Buyer commits or permits any material breach of his obligations under these Conditions;
- b) the Buyer enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986, the Insolvent Partnerships Order 1994 (as amended), or any other scheme or arrangement is made with his creditors;
- c) the Buyer is or becomes the subject of a bankruptcy order or takes advantage of any

other statutory provision for the relief of insolvent debtors;

d) the Buyer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Buyer, notice of intention to appoint an administrator is given by the Buyer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer

## 9. Defective Goods

9.1 If the Goods are defective in any material respect, the Seller shall at its option replace the defective Goods within 30 (thirty) business days of receiving the Buyer's notice or refund to the Buyer the price for those Goods (or parts thereof, as appropriate) which are defective. The Seller shall have no further liability to the Buyer in respect thereof

9.2 In all cases where defects are complained of the Seller shall be under no liability in respect thereof unless an opportunity to inspect the Goods is supplied to the Seller before any use is made thereof or any alteration or modification is made thereto by the Buyer

9.3 The Seller shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to abnormal conditions, failure to follow the Seller's instructions (whether given orally or in writing), misuse or alteration of the Goods without the Seller's prior approval, or any other act or omission on the part of the Buyer, its employees or agents or any third party

9.4 Subject as expressly provided in these Terms and Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law

9.5 Except in respect of death or personal injury caused by the Seller's negligence, or as expressly provided in these Terms and Conditions, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law or under statute, for any direct or consequential loss or damage sustained by the Buyer (including without limitation loss of profit or indirect or special loss), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its servants or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer

9.6 The Buyer shall be responsible for ensuring that any use or sale of the Goods by the

Buyer (and/or the end customers to whom the Buyer resells the Goods) is in compliance with all applicable statutory requirements and that handling and sale of the Goods by the Buyer (and/or its end customers, where applicable) is carried out in accordance with directions given by the Seller or any competent governmental or regulatory authority and the Buyer will indemnify the Seller against any liability loss or damage which the Seller might suffer as a result of the Buyer's failure to comply with this condition

## 10. Buyers Default

10.1 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

- a) cancel the order or suspend any further deliveries to the Buyer;
- b) appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and
- c) charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 8% per annum above the Bank of England's base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest)

10.2 This condition applies if:

- a) the Buyer fails to perform or observe any of its obligations hereunder or is otherwise in breach of these Terms and Conditions;
- b) the Buyer becomes subject to an administration order enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986 or the Insolvent Partnerships Order 1994 or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation;
- c) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer;
- d) the Buyer ceases, or threatens to cease, to carry on business; or
- e) the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly

10.3 If sub-Clause 10.2 applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary

## 11. Buyer's Obligations

11.1 The Buyer shall, where necessary:

- a) provide free and safe access to your premises as deemed necessary by the Seller to fulfil the Contract;
- b) furnish the Seller promptly upon receipt of a request such information as the Seller may reasonably require for the provision of the Goods; and
- c) ensure the accuracy and validity of all data and technical information provided to the Seller

11.2 The Seller and the Buyer shall indemnify each other and keep each other fully and effectively indemnified against any loss of or damage to any property or injury to or death of any persons caused by negligent act or omission, wilful misconduct or breach of contract by the other, its employees or agents

## **12. Limitation of Liability**

12.1 Subject to Conditions 6, 7 and 10, the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

- a) any breach of these Conditions;
- b) any use made (including but not limited to modifications) or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
- c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract

12.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract

12.3 Nothing in these Terms and Conditions excludes or limits the liability of the Seller for fraud or fraudulent misrepresentation, for death or personal injury caused by the Seller's negligence, or for any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability

12.4 Subject to sub-Clauses 12.2 and 12.3:

- a) the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the value of the Contract; and
- b) the Seller shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever

caused) which arise out of or in connection with the Contract

## 13. Confidentiality

13.1 The Buyer will regard as confidential the Contract and all information obtained by the Buyer relating to the business and/or products of the Seller and will not use or disclose to any third party such information without the Seller's prior written consent provided that this undertaking shall not apply to information which is in the public domain other than by reason of the Buyer's default

13.2 The Buyer shall not itself nor permit or induce others to modify, reverse engineer, decompile, decode, decrypt or disassemble the Goods (or any part of them) or otherwise attempt to derive their source code or techniques, processes, algorithms, know-how or other information pertaining to them or any part thereof (except to the extent enforcement of the foregoing is prohibited by applicable law), nor remove, circumvent, disable, damage or otherwise interfere with security-related features of the Goods that prevent or restrict use or copying of any content accessible through the Goods or that otherwise enforce limitations on the Goods

13.3 The Buyer will use all reasonable endeavours to ensure compliance with this Clause 13 by its employees, servants and agents

13.4 The provisions of this Clause 13 shall survive the termination of the Contract

## 14. Data Protection

The Parties to these Terms and Conditions shall ensure that the processing of any personal data in the course of the Contract complies with all relevant data protection legislation including (but not limited to) the Data Protection Act 1998 and the General Data Protection Regulation (EU regulation 2016/679). The Seller follows its privacy policy in handling personal data, a copy of which is available from the Company website at <https://www.slingshot6.com/legal>. A copy of the Seller's data protection policy is also available from the Company website at <https://www.slingshot6.com/legal>.

## 15. Communications

15.1 All notices under these Terms and Conditions shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice

15.2 Notices shall be deemed to have been duly given:

- a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or
- b) when sent, if transmitted by e-mail and a return receipt is generated; or

c) on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

d) on the tenth business day following mailing, if mailed by airmail, postage prepaid

15.3 All notices under this Agreement shall be addressed to the most recent address, email address, or facsimile number notified to the other Party

## **16. Force Majeure**

Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question

## **17. Assignment**

The Seller may assign the Contract or any part of it to any person, firm or company without the prior written consent of the Buyer. The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller

## **18. Entire Agreement and No Variation**

No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller. The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions

## **19. Waiver**

The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions or under the Contract shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver

## **20. Severance**

The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable

## **21. Third Party Rights**

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999

## **22. Law and Jurisdiction**

22.1 These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales

22.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the exclusive jurisdiction of the courts of England and Wales