

SUPPLEMENTARY TERMS & CONDITIONS OF SUPPLY

These are the Supplementary Terms and Conditions on which we supply Equipment and services to you which, together with the content of the Order Form and the Standard Terms and Conditions, comprise the terms of the contract between us. The Supplementary Terms which apply to your Order are indicated by the SC codes set out in the Order Form.

Please read these terms carefully when you submit your Order Form to us as they will be binding on you.

Complaints - If you wish to make a complaint, please refer to our Complaints Procedure at www.infinitygroup.co.uk

BETWEEN

(1) **Infinity Technology Solutions Limited** incorporated and registered in England and Wales with company number **04330595** whose registered office is at **The Coach House, Spencer Mews, Tunbridge Wells, Kent TN1 2PY. (Supplier)**.

AND

(2) The customer named and identified in the Order Form (**Customer**) who shall be contacted using the information provided in the Order Form. If this changes, the Customer must notify the Company as soon as practicable.

In what follows, all capitalised terms shall bear the same meanings as apply in the Standard Terms and Conditions.

PART 2 – SERVICE CODE (SC) “S” - SUPPLEMENTARY TERMS AND CONDITIONS OF SALE

These apply in addition to the Standard Terms and Conditions which are hereby incorporated by reference.

1. EQUIPMENT

- (a) The Equipment is described in the Order Form.
- (b) Any order for Equipment is subject to availability and the Supplier is entitled to reject an order without liability to the Customer should Equipment prove unavailable
- (c) The Supplier reserves the right to amend the specification of the Equipment if required by any applicable statutory or regulatory requirements.
- (d) The Supplier shall be under no obligation to update or upgrade any item of Equipment during or at any time after the Minimum Term but should it do so, the Supplier shall be entitled (but not obliged) to extend the Minimum Term as if it commenced on delivery of the new Equipment.

2. HARDWARE ACCOUNT

- (a) In this Part 2, the **Hardware Account** means a notional account set up by the Supplier to record debits charged as owing by the Customer to the Supplier in respect of the price of

mobile handsets, SIM cards and associated accessories provided to the Customer for which payment in full has either not been made by the Customer or required for payment in an Order Form or otherwise charged or invoiced by the Supplier.

- (b) Instead of receiving payment up front for mobile handsets, SIM cards and associated accessories, the Supplier may instead agree (but is not obliged) to open a Hardware Account with the Customer on condition that the Customer completes the Minimum Period of the corresponding airtime contract with its airtime supplier and the Minimum Term of the Contract.
- (c) If the Supplier has agreed to open a Hardware Account:
 - (i) if, at the end of the Minimum Period of the corresponding airtime contract or at the end of the Minimum Term of the Contract, whichever date comes later, the Customer has fulfilled all its obligations under the Contract and under any corresponding airtime agreement, the debit balance standing to the Hardware Account shall be deemed paid in full;
 - (ii) should the Contract or any corresponding airtime contract terminate before expiry of the Minimum Term of the Contract or the Minimum Period of the corresponding airtime contract, whichever date comes later, the debit balance standing to the Hardware Account shall remain unpaid and be recoverable by the Supplier in the same way as any other invoiced debt due to it under the terms of this Contract, including as if due under clause 13.2(b) of the Standard Terms and Conditions;
 - (iii) if, at the end of the Minimum Period of the corresponding airtime contract or at the end of the Minimum Term of the Contract, whichever date comes later, the Customer is in any breach of its obligations under the Contract or under any corresponding airtime agreement, the debit balance standing to the Hardware Account shall remain unpaid and shall be recoverable by the Supplier in the same way as any other debt due to it under the terms of this Contract.

3. DELIVERY OF EQUIPMENT

- (a) The Supplier shall deliver the Equipment to the location set out in the Order Form or such other location or locations as the parties may agree (**Customer's Premises**) at any time after the Supplier notifies the Customer that the Equipment is ready.
- (b) Delivery of the Equipment shall be completed on the Equipment's arrival at the Customer's Premises.
- (c) Any date quoted for delivery of the Equipment is approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Equipment that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment.
- (d) The Supplier shall have no liability for any failure to deliver the Equipment to the extent that such failure is caused by a Force Majeure Event, the Customer's failure to provide the Supplier with adequate delivery instructions for the Equipment or any relevant instruction related to the supply of the Equipment.

4. QUALITY OF EQUIPMENT

- (a) The Supplier can provide no warranty or guarantee in respect of Equipment manufactured by a third party;
- (b) All Equipment is supplied with the benefit of the Customer's statutory rights and the manufacturer's warranty (if applicable).
- (c) If a defect with the Equipment is notified to the Supplier within 28 days' of delivery, which defect is verified as pertaining to the Equipment, the Supplier will use reasonable endeavours to procure repair or replacement of the Equipment by the manufacturer provided always that:
 - (i) the Supplier is given a reasonable opportunity of examining such Equipment; and
 - (ii) the Customer (if asked to do so by the Supplier) returns such Equipment to the Supplier's place of business at the Customer's cost.
- (d) The Supplier shall have no obligation to procure repair or replacement if:
 - (i) the Customer makes any further use of such Equipment after giving a notice in accordance with Clause 4(c); or
 - (ii) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the accommodation, installation, commissioning, use or maintenance of the Equipment; or
 - (iii) the Customer alters or repairs such Equipment without the written consent of the Supplier; or
 - (iv) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
 - (v) the Equipment differs from its description as a result of changes made to ensure it complies with applicable statutory or regulatory standards.
- (e) Except as provided in Clause 4(c), the Supplier shall have no liability to the Customer in respect of the Equipment's failure to comply with the manufacturer's warranty.
- (f) The terms of these Supplemental Terms and Conditions shall apply to any repaired or replacement Equipment supplied by the Supplier under Clause 4(c).
- (g) The Supplier reserves the right to bar service to any mobile Equipment supplied under this Contract to which the Supplier retains title where in the Supplier's reasonable opinion that mobile Equipment is not being used in a manner which the Supplier would expect including but not limited to where the mobile Equipment is:
 - (i) used in conjunction with a SIM Card connected to a tariff other than one which the Customer has ordered in connection with a corresponding airtime contract or under this Contract (as the case may be);
 - (ii) used in conjunction with a SIM Card allocated to any account arising other than in connection with a corresponding airtime contract or under this Contract;
 - (iii) used solely or predominantly on a roaming basis; or

- (iv) the SIM Card supplied in conjunction with such mobile Equipment is not used on the Network within 45 days from the date of delivery by the Supplier, or during any other period of 30 consecutive days; unless the Supplier and the Customer have agreed otherwise.
- (h) At the Customer's expense, the Customer shall return to the Supplier any mobile Equipment that has been barred pursuant to clause 4(g) and to which the Supplier retains title. In the event that the Customer fails to return any such mobile Equipment within two (2) weeks of written notice from the Supplier to do so, then the Customer agrees to pay the Supplier the list price for such mobile Equipment.
- (i) The Customer shall ensure that its mobile Equipment is up to date with the latest available version of the manufacturer's software. Any failure by the Customer to ensure their mobile Equipment software is maintained on the latest version may result in performance issues which the Supplier shall not be liable for.

5. TITLE AND RISK

- (a) The Customer shall not make any replacement, modification, adjustment or connection to the Equipment save as agreed by the Supplier in writing.
- (b) Ownership and title in the Supplier Materials and in rented Equipment shall remain with the Supplier at all times during the term of the relevant Contract. Customer shall not charge, mortgage or otherwise deal with the same and shall use all reasonable efforts to prevent third parties from asserting rights in relation to the Supplier Materials and/or the rented Equipment.
- (c) The Customer shall ensure that all Equipment is used with a Service in accordance with the Contract and in accordance with all relevant published instructions and any safety and security procedures notified to the Customer.
- (d) The risk of loss or damage in the Equipment shall pass to the Customer on completion of delivery.
- (e) In respect of Equipment ordered by the Customer for purchase not rent, ownership and title to the Equipment shall not pass to the Customer until either:
 - (i) the Supplier receives payment in full (in cash or cleared funds) in respect of anything owed to it by the Customer from time to time under any agreement for supply of any goods or services in respect of which payment has become due, including but not limited to payment for the Equipment, Services, interest and costs payable under this contract, in which case title to the Equipment shall pass at the time of payment of all such sums; or
 - (ii) in case an Hardware Account has been agreed, the Supplier is deemed to receive payment in full under clause 2(c)(ii) above and any debit balance standing to the Hardware Account is deemed paid in full.
- (f) Until title to the Equipment has passed to the Customer, the Customer shall:
 - (i) hold the Equipment on a fiduciary basis as Supplier's bailee;

- (ii) accommodate and use the Equipment at the Customer's Premises in strict accordance with these Supplementary Terms and Conditions, the Standard Terms and Conditions as well as the Supplier's reasonable instructions;
 - (iii) not re-locate, remove, add to, modify, decompile, reconfigure, repair, interfere with, service or otherwise affect the Equipment;
 - (iv) maintain the Equipment in satisfactory condition and keep it insured against all risks for its full price on the Supplier's behalf from the date of delivery;
 - (v) notify the Supplier immediately if it becomes subject to any of the events listed in Clause 13.5 (c) to Clause 13.5 (k) (inclusive) of the Standard Terms and Conditions; and
 - (vi) give the Supplier such information relating to the Equipment as the Supplier may require from time to time.
- (g) If before title to the Equipment passes to the Customer the Customer becomes subject to any of the events listed in Clause 13.5 (c) to Clause 13.5 (k) (inclusive) of the Standard Terms and Conditions then, without limiting any other right or remedy the Supplier may have:
- (i) the Customer's right (if any) to resell Equipment or use them in the ordinary course of its business ceases immediately; and
 - (ii) the Supplier may at any time:
 - (a) require the Customer to deliver up all Equipment in its possession which has not been resold; and
 - (b) if the Customer fails to do so promptly, enter any Customer's Premises or of any third party where the Equipment is stored in order to recover it.
- (h) IT IS PROVIDED ALWAYS THAT should any payment not be made by the Customer to the Supplier in accordance with the Standard Terms and Conditions, the Supplier reserves the right (and shall be allowed access by the Customer) to remove any Equipment or Supplier Materials supplied or fitted by Supplier and the cost of any damage caused by such removal will not be borne by Supplier.