



FUTURE PROOF RADIO SOLUTIONS



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## Definitions

Customer, account, client, lessee, hirer or You / Your means the organisation with whom Wall to Wall Communications makes the Agreement as set out in the proposal form, or where appropriate, any person representing You if it appears to Wall to Wall Communications that such person acts with Your authority or permission.

Lessor means Wall to Wall Communications Ltd

Customer Apparatus means any apparatus, and any software embodied therein (including without limitation any cabling, wiring, personal computers, network interface cards and network interface adapters) not forming part of (but which may be connected to) the Equipment and used by You in conjunction with any Equipment in order to obtain or use the Service.

Equipment means any equipment that Wall to Wall Communications from time to time makes available to You (whether or not any Charges are made for such supply) in connection with the provision of the Service.

Additional Charges means charges applicable to the provision of the Services which are charged in addition to the Charges including, as applicable, delivery costs, costs incurred in failed deliveries or collections, fuel, insurance charges, charges in respect of Damage Waiver and Damage Waiver Plus and any other additional costs and expenses referred to in these Terms and Conditions

Force Majeure Event means any cause preventing Wall to Wall Communications, its suppliers or its subcontractors from performing any or all of its obligations under this Agreement which arises from or is attributable to events beyond its reasonable control, including, without limitation, acts of God, acts of governmental or supra-national authority, outbreak of hostilities, national emergency, fault or failure of a communications network, an act of terrorism, riots, civil commotion, fire, explosion or flood.

Intellectual Property Rights means all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world.

Normal Working Hours means 08:30 – 17:00 Monday to Friday excluding public holidays in the United Kingdom.

Proposal Form / Opportunity / Contract / Estimate means Wall to Wall Communications order form setting out, amongst other things: Customer details, the Services and the Charges, referring to these Service Terms and Conditions and which is accepted by Wall to Wall Communications

Product Description means the document setting out the description of the relevant Service(s) referred to in the relevant Proposal Form(s).

Purchase Order / PO / Order / Order Acknowledgement means confirmation of Your intention to pay for goods, services, products as supplied by Wall to Wall Communications. This can be supplied in the form of a written order, email, fax or text request.

Service means the service(s) defined in the relevant Proposal Form, opportunity or contract.

Service Commencement Date means the date the relevant Service is available for use by You.

Hire Period means the period of hire of the Equipment in respect of each Contract as set out in the Order if not cancelled earlier in accordance with the applicable Cancellation Clause

SLA means the service level agreement(s) applicable to the relevant Service(s) referred to in the relevant Product Description.

Site means the site at which Equipment shall be located or to which the Service shall be provided.

Special Terms means Wall to Wall Communications additional Terms and Conditions contained in, and relating to, a particular Order.

Survey means any survey or other investigations carried out by or on behalf of Wall to Wall Communications that Wall to Wall Communications in its absolute discretion deems necessary prior to the installation of Equipment, and/or the provision of the Service



## Terms and Conditions

### Account Manager & Telephone Support

These services are available Normal Working Hours 08:30 – 17:00 Monday to Friday excluding public holidays in the United Kingdom.

### Pricing

All quotes, proposals, estimates and opportunities will be valid for a 30 day period.

Wall to Wall Communications may increase or implement new Charges in line with the manufacturer. RPI increases applied to Wall to Wall Communications by suppliers will also be passed on unless otherwise agreed.

### Delivery, Shipping & Collection

Delivery/Collection of goods, services and systems to commence on date as arranged. Any dates quoted by Wall to Wall Communications in connection with the provision of the Service or delivery and installation of the Equipment shall be treated as estimates only. Wall to Wall Communications accepts no liability for failure to meet such dates and time shall not be of the essence of the Agreement for this purpose.

The cost of shipment of the goods including transport insurance shall be borne by the customer. On completion of the services, the company shall suitably pack and despatch any goods from its premises to the customer and the costs so incurred shall be payable by the customer to the company. Deliveries/Collections will arrive Monday-Friday between 9.00am and 16.00. Upgrades to Saturday Pre 12.00, or Monday –Friday pre 9.00am and pre 12.00 can be ordered for an additional charge.

For collections, equipment must be fully boxed and sealed and must display Wall to Wall Communications full address and postcode. Should equipment not be boxed sufficiently the courier may refuse to collect the equipment.

Failed or repeat delivery/collections due to the customer un-availability will incur an additional charge.

You shall have 4 hours (review period) from receipt of delivery in which to notify Wall to Wall Communications of any material non-conformity. In the event that You have not served a notice of material non-conformity within the Review Period, the Services shall be deemed to be accepted. If You serve a notice of material non-conformity in the Review Period then Wall to Wall Communications shall remedy the applicable defect in the Services as soon as reasonably possible.

For Hire/Rental Equipment, equipment leaves the premises in a secure and sealed package with appropriate internal packing. The packaging that the equipment is supplied in must be kept for the return journey. In the event that the packaging is destroyed or lost Wall to Wall Communications reserves the right to charge You for the supply and delivery of the replacement packaging. For equipment that contains loose wires and cables, these must be returned in a tidy, useable and tangle free condition.

Wall to Wall Communications shall not be held liable for any losses incurred to You due to courier non delivery, late delivery or loss of parcels.

### Charges, Payments, Credit Notes and Interest

In accordance with Wall to Wall Communications Ltd standard terms and conditions all invoices will be raised upon receipt of a purchase order or order acknowledgement. It is a condition of the Agreement/contract that You pay the Charges in full without any set-off, deduction, withholding, restriction or condition whatsoever.

Your liability for Charges starts from the effective date of the Agreement whether or not the Service is used.

Charges shall be invoiced by Wall to Wall Communications in accordance with the relevant Proposal, Contract, Quote, Opportunity Form and shall be payable by You to Wall to Wall Communications within 30 days of the date of such invoice unless otherwise agreed within your contract.

Credit Notes are valid for 12 months from the issue date. It is Your responsibility to redeem the value placed on the Credit Note within that time frame. Wall to Wall Communications is unable to extend Credit Notes beyond the expiry date. Credit notes will not be refunded.

Charges for hire/equipment rental will be payable by the Hirer to Wall to Wall Communications for the duration of the Hire Period.



If payment is not made when due Wall to Wall Communications may without prejudice to its other rights, charge interest at 4% per annum above the base rate for lending of Natwest Bank plc on any amount You fail to pay from the date when payment was due until the date of actual payment. Interest will continue to accrue even if the Agreement is terminated. Wall to Wall Communications shall be entitled, without prejudice to any other rights it may have, to suspend the Service until such time as all payments due and payable to Wall to Wall Communications have been paid in full together with such sum as Wall to Wall Communications may charge You in respect of recommencing the Service.

You must reimburse Wall to Wall Communications all costs and expenses (including legal costs) incurred in the collection of any overdue amounts. Costs and expenses will continue to accrue even if the Agreement is terminated. Failure to make payment within 28 days of the due date may result in the matter being referred to our debt collection agents whose charges will be added to and payable with the invoice debt.

All sums due to Wall to Wall Communications are exclusive of Value Added Tax or any other applicable tax which shall be charged to You.

Any charges levied on Wall to Wall Communications by suppliers relating to terminated services shall be passed on to You.

Annual Maintenance Contracts will be invoiced at the start of the contract. As payment for the services, we are entitled to charge you, depending on the type of agreement, a flat maintenance fee for each date or specific period of maintenance work or a fee in accordance with the applicable rates. The flat maintenance fee shall include all labour costs for the performance of the agreed service, including travel costs and expenses. If, however, at your premises, the maintenance personnel are held up in the performance of this work, the waiting times may also be charged at the applicable hourly rate for maintenance personnel. You shall also bear any additional costs incurred if, for reasons attributable to you, the maintenance work cannot be performed or cannot be performed in full within the agreed time. The flat maintenance fee does not include the costs for substances used to maintain the instruments, aids, wearing parts, spare parts, exchange parts and all those services performed by us in addition to the services agreed. Such costs and services will be charged at our applicable rates.

For all orders above the value of £10,000.00 the following payment terms will apply:-

30% payment of total invoice/quote upon receipt of purchase order, a further 50% payment of the remaining balance due upon start of installation/delivery and the full remaining balance 30 days from completion of installation/delivery.

For hire contracts Wall to Wall Communications may, prior to the hire of the Equipment, require the Hirer to pay such deposit as is considered appropriate by Wall to Wall Communications as notified to the Hirer at the time the Equipment is ordered and/or require the Hirer to provide details of a valid credit or debit card as a Deposit. The Deposit shall be a deposit against default by the Hirer of payment of any Charges or any loss of or damage caused to the Equipment including any Replacement Cost and shall not act as a limitation of the Hirer's liability in respect of unpaid Charges, Additional Charges, damage or loss to the Equipment or any Replacement Cost. If the Hirer fails without due cause to make any payment of the Charges or any Replacement Cost or causes any loss or damage to the Equipment (in whole or in part), Wall to Wall Communications shall be entitled to apply the Deposit or such further sums as are necessary against such default, loss, Replacement Cost or damage either by deduction from the Deposit sum and/or deduction of such further sums as are necessary from the credit or debit card (as applicable). Any Deposit sum (or balance thereof) shall be refundable at the end of the Hire Period.

#### **Contract Duration, Termination, Notices and Cancellations**

The Agreement shall come into effect in accordance with receipt of a purchase order and shall continue in force for the Minimum Period unless either Party terminates a Service or the Agreement by giving the other Party 90 days written notice. The above notice period shall not be valid unless it expires on or after the end of the relevant Minimum Period.

Wall to Wall Communications may terminate the Agreement immediately on written notice if:

1. Any licence, permission or other approval You or Wall to Wall Communications require from time to time to connect to Wall to Wall Communications System or provide the Service expires, is revoked or otherwise ceases to be valid and is not immediately replaced by a further licence, permission or approval conferring on You or Wall to Wall Communications the appropriate rights.
2. You are the subject of bankruptcy or insolvency proceedings in the United Kingdom or elsewhere, a receiver or administrator (or equivalent) is appointed over any of Your assets or You enter into any formal or informal composition or



- arrangement (or equivalent) with Your creditors or You or Wall to Wall Communications reasonably believes that such events are reasonably likely to occur.
3. You make a material mis-statement in the details You have supplied to Wall to Wall Communications to enable Wall to Wall Communications to provide the Service.
  4. You materially breach (including without limitation failure to pay any Charges promptly) the Agreement or any other agreement You have with Wall to Wall Communications.
  5. Wall to Wall Communications suspects on reasonable grounds that You may have committed or may be committing (i) a breach of any Law; and/or (ii) any fraud against Wall to Wall Communications or any third party.
  6. Any contract (or part thereof) between Wall to Wall Communications and a third party provider of communications services is terminated where such termination affects the provision of the Service.

On termination of the Agreement by reason of Your default You shall be liable to pay Wall to Wall Communications all Charges that would otherwise have been payable by You during the Minimum Period. Wall to Wall Communications shall not be obliged to refund any Charges paid in advance.

Notices sent by You to Wall to Wall Communications shall be sent by hand or post to the Head of Customer Services at the address below or as otherwise notified to You.

Notices sent by Wall to Wall Communications to You may be sent: By hand or by post to Your billing address specified on the Proposal Form or to Your registered office; or By electronic mail to Your electronic mail address specified on the Proposal Form or as otherwise notified to Wall to Wall Communications in writing.

Notice given by hand shall be deemed given the same day. Notice given by post shall be deemed to have been given 3 days after the date of posting. Any communication by electronic mail shall be deemed to have been made on the working day on which the notice is first stored in the other Party's electronic mail-box.

For hire/equipment rental You can cancel the dispatch of the equipment by giving the following notice period in writing based on the following booking quantities-

Hire Quantity	Notice period required in writing
60 Radios and over	30 Calendar days
20 Radios and over	14 Calendar days
Under 20 radios	7 Calendar days

The following cancellation charges will apply:-

	29 days and under	21 days and under	14 days and under	7 days and under	2 days and under
60 Radios and over	20%	25%	50%	75%	100%
20 Radios and over	N/A	N/A	20%	50%	100%
Under 20 radios	N/A	N/A	N/A	200%	100%

**Repairs**

An estimate for services submitted by or on behalf of the company shall constitute and invitation to the customer to make an offer to contract. A contract shall only be formed when an order is received from the customer offering to purchase the services of the company and the company has accepted such order. The acceptance by the company of an order offering to purchase the services shall be deemed to be conditional upon inclusion of these conditions. Any instance in which the company has deemed equipment to be beyond economical repair, such equipment will not be returned to the customer unless otherwise requested by the customer to the company in writing before date of despatch and at the customers cost.

Repairs will be survived on a first come first serve basis unless priority repair services are agreed within the service contract.



Any dates quoted by the company for completion of the services are estimates and for guidance only. The company shall complete the services within reasonable time. The company shall not be liable for any loss or damage howsoever was arising as a result or consequence of any delay in providing or completing the services arising from any circumstances of whatsoever nature.

In respect of defective services:- to resupply the services within 3 months of completion of the services - some exclusions may apply. Wall to Wall Communications warrant to re-inspect within 90 days unless otherwise stated on the original invoice for the original fault/repair. The customer must give notice to the company immediately upon it becoming aware of the alleged defect. All warranties are return to Wall to Wall Communications at the customers own cost.

If at any time during the provision of services, the company at its discretion determines that the services cannot effected in a timely manner or that the goods are beyond economical repair or that the customer has not made payment as required by the contract, the company may terminate the contract forthwith and with immediate effect.

If the contract/services is terminated by the customer, the customer shall pay the company for all work performed or the minimum inspection charge of £25.00 prior to date of termination, the cost of materials reasonably ordered by the company and the costs incurred by the company for returning the goods to the customer or disposal of the goods as directed by the customer which must be given in writing to the company by the customer.

Estimates that have not received a response within 90 days of estimate will be automatically terminated and any equipment will become the possession of Wall to Wall Communications Ltd.

#### **Warranty, Refunds and Exchanges**

Any equipment purchased on a supply only basis will carry a 12 month warranty unless stated otherwise. This covers the equipment only and not any remedial installation, repairs or service costs. Any defects identified with the equipment during this time period as a result must be returned to Wall to Wall Communications Ltd, at clients cost and a suitable repair or possible replacement will be undertaken at the company's discretion.

Any warranty will be invalidated if installation, maintenance or repairs are carried out by personal not authorised by Wall to Wall Communications, communications equipment is not maintained in accordance with recommended maintenance schedules, equipment is subject to operational misuse, malicious or accidental damage.

For products that qualify, customers may purchase extended warranty please ask your account manager.

Goods ordered against a valid purchase order cannot be refunded or exchanged. This does not affect your statutory rights.

#### **Hire/Rental Equipment**

You acknowledge that the Equipment remains at all times the property of Wall to Wall Communications (or its supplier as applicable) and title and ownership shall not pass to You.

You have no right, title or interest in the Equipment except that it is hired to You in accordance with the terms of the Contract.

On termination of the Contract for whatever reason, all Equipment at such time in the possession of You shall immediately become due for return to Wall to Wall Communications. You grant, and will ensure that the owner of any third party premises grants, Wall to Wall Communications, its agents, employees and sub-contractors an irrevocable licence at any time to enter any premises where the Equipment is or may be stored in order to recover the Equipment.

You will be notified within 5 working days of the equipment being returned of any missing items from the hire of which you will then be given seven working days to return the equipment. The purchase order provided for the contract will be used to invoice for any missing or damaged equipment. Extended hire costs may be incurred during this time.

You shall grant or shall procure that Wall to Wall Communications or its authorised representative is granted access to the Site at all such reasonable times on Wall to Wall Communications giving You reasonable notice to inspect the Equipment and ensure Your compliance with Your obligations under the Contract; and carry out any inspections or repairs of the Equipment as provided for under the Contract.

You shall keep the Equipment in good repair and condition, (fair wear and tear only excepted) save that You shall not repair or allow any third party to repair the Equipment and shall notify Wall to Wall Communications immediately if any repair is necessary.



You shall not make any alteration to the Equipment (including defacing or covering up) Wall to Wall Communications ' name plate or mark.

You are responsible for the security of the Equipment whilst in Your possession; and will take all appropriate measures to secure the Equipment at the Site when not in use and will, pay Wall to Wall Communications for any Equipment which is lost, stolen or in Wall to Wall Communications reasonable opinion or the opinion of its insurer(s), damaged beyond repair at full replacement value of such Equipment, such value can be requested at the start of the Contract or shall be confirmed to You by Wall to Wall Communications, subject to supporting documentation. Replacement value shall be determined as the manufacturer's retail price at the time of loss, plus all ancillary costs, including but not limited to administration costs and lost hire time costs. Replacement equipment provided by You will not be accepted. Costs for lost or damaged equipment will not be negotiated.

If, at any time during the Hire Period, You become aware of a breach You must give written notice of the breach to Wall to Wall Communications as soon as reasonably possible once You have become aware of the breach and give Wall to Wall Communications a reasonable opportunity to rectify any issues. Following receipt of written notice Wall to Wall Communications will either repair the Equipment or replace the Equipment with equipment of an equivalent or similar specification.

Wall to Wall Communications shall not be responsible to You for any breach and shall not be required to repair or replace the Equipment if the breach arose directly as a result of any act or omission of You; and/or the breach was caused by or contributed to as a result of the misuse, neglect, alteration, mishandling or unauthorised manipulation of the Equipment.

Wall to Wall Communications will investigate defective Equipment and, on request, will provide the You with a written report of this investigation.

#### **Existing Equipment**

At Your request Wall to Wall Communications may agree, subject to payment of its applicable Charges and satisfactory Survey to use for the provision of the Service Customer Apparatus, which may include cabling and/or wiring already installed at the Site. Where You make such request You warrant that You have full title or all other necessary rights to use (and permit Wall to Wall Communications and its authorised representatives to use) such Customer Apparatus, that it is in good working order, is correctly installed and that it meet's all applicable Laws and standards and any specifications notified to You by Wall to Wall Communications.

Wall to Wall Communications shall have no liability for any loss or damage arising directly or indirectly from use of the Customer Apparatus, whether or not Wall to Wall Communications shall have recommended the use and/or performance of such Customer Apparatus.

Wall to Wall Communications may require You to disconnect (in which case You must do so promptly) or may itself disconnect any Customer Apparatus if in Wall to Wall Communications reasonable opinion: (i) it does not conform to applicable standards, approvals or any relevant Law for the time being in force; or (ii) it may cause injury to any person or material damage to property; or (iii) it may materially impair the quality of any service provided by Wall to Wall Communications.

Wall to Wall Communications has no liability whatsoever where any inability to use the Service is due to incompatibility between Customer Apparatus and the Equipment or Service, or for any breakdown or failure in Customer Apparatus

#### **Service, Maintenance & Software Upgrades**

Wall to Wall Communications strongly recommends that serious consideration is given to taking out a Service and Maintenance Package. It is also recommended that radios firmware is kept up to date and this can be completed during repairs or maintenance visits. This is to help maximise equipment life and minimise down time.

Within the context of preventive maintenance we will carry out work to check (in particular calibration) and preserve (in particular servicing) the principal functions of the equipment and to eliminate minor damages caused by natural wear and tear (maintenance) as well as refitting.

Depending on the type of contract selected, the services are derived from the service description. In particular they cover, to varying extents, - performance tests, - cleaning and maintenance work, - precision tests and adjustments. The details of the nature and scope of these services are based on our applicable work plans for the equipment in question. Wall to Wall Communications will provide the testing tools and special tools required to perform the services.

Wall to Wall Communications shall perform the maintenance work by trained system or equipment personnel.



Wall to Wall Communications are entitled to subcontract the maintenance work to third parties if we feel this is reasonable and justified.

The materials required to perform the services, in particular any substances used to clean and maintain the equipment, along with spare parts, exchange parts and wearing parts, only form part of the scope of the maintenance contract if they are explicitly included in the maintenance or applicable service agreement.

As far as possible and reasonable, we shall be authorized to use reconditioned exchange parts for discontinued radios. The ownership of exchange parts shall be transferred to us.

Unless otherwise agreed in the maintenance contract, we perform the services at the location where the equipment is being used at the time the contract is concluded. If you change the location where the equipment is being used, you shall inform us of the change in writing at least 60 days in advance. You shall only be entitled to maintenance services at the new location under the maintenance contract that has been concluded if we approve the change. We reserve the right to demand amendments to the contract before we approve. However, we shall only refuse approval for objectively justified reasons. Variations to site costs may be added.

For equipment that has not been maintained regularly by us since they were first commissioned, or for which maintenance by us has been interrupted for more than one maintenance interval, we reserve the right to carry out an initial inspection at your expense. All the services required in order to ensure, on basis of this inspection, the instrument conforms to our specifications will be charged to you at the applicable rates.

The following work on the instruments is not considered as maintenance work in accordance with these terms and conditions and will only be performed by us on the basis of a separate order and at a separate charge at Wall to Wall Communications premises:

1. Repair and restoration work, in particular the elimination of faults and damage, in as far as this is not included in the performance description of the contract concluded.
2. The exchange of parts necessary, not as a result of natural wear and tear, but as a result of external influences, such as improper use, operation or other interventions on your part or by third parties, as well as other circumstances that cannot be attributed to us, or as a result of force majeure (in particular fire, earthquake, flood etc.).
3. 3.3 Restoration work that becomes necessary as a result of the repair or modification of the equipment by third parties without our prior written approval.
4. All services necessary because of the connection of the equipment supplied by us to other installations not supplied by us.
5. All services that become necessary as a result of the equipment being operated under conditions (e.g. mains fluctuations, contamination) or using accessories or instrument-specific consumables that do not conform to our specifications.
6. The exchange of instrument-specific consumables, unless this takes place within the context of maintenance without significant additional expense.
7. Work connected with a change in the location where the instrument is being used.

You shall make the equipment available to our maintenance personnel and subcontracted third parties at the agreed time in order to allow us to perform the maintenance work, and you shall grant access to the premises.

You shall make the following services available free of charge for the duration of the maintenance work:

- Tools –with the exception of special tools and measuring instruments– that need to be present at the installation concerned in accordance with the relevant accident-prevention regulations.
- Appropriate support staff to operate the instruments and support the maintenance personnel, along with, if applicable, any aids required.
- On-Site Parking or parking costs

Any special safety and plant regulations in force at your premises that must be observed by us during the performance of the maintenance work shall be pointed out, and if necessary, explained in detail to the maintenance personnel before the maintenance



work begins. If such measures require a significant amount of time, we reserve the right to make an additional charge on basis of that period of time.

The information required about the equipment to be maintained shall be passed on and the associated documents made available to our maintenance personnel and subcontracted third parties.

The maintenance intervals are derived from the performance description, unless other intervals are laid down in the contract. We undertake to perform the maintenance work on the instruments at the specified intervals.

### **Engineer Site Visits & Site Access**

You warrant that You are the current and lawful occupier of the Site and that You are the owner of the Site or a tenant of it.

You grant Wall to Wall Communications and its employees, agents or contractors the right: Upon reasonable prior notice to You (except in an emergency when no notice shall be required) to execute any works on the Site necessary for the installation, repair or termination of the Service.

You shall provide a safe and suitable working environment for Wall to Wall Communications employees, agents or contractors at the Site to enable Wall to Wall Communications to carry out its obligations under this Agreement.

The time when the site visit will be performed shall be agreed upon by both parties. If the customer is unable to keep to the agreed time for the site visit additional charges will be incurred.

Should Wall to Wall Communications be unable to keep to the agreed time for the visit as a result of unforeseen events outside its control (e.g. illness, breakdown, industrial action), the parties shall agree on another suitable time.

You shall reimburse Wall to Wall Communications for any charges levied on Wall to Wall Communications by the subcontractor/supplier as a result of that supplier not being given access to the Site as previously arranged and agreed with You. You shall be entitled to see reasonable documentary evidence attesting to such incurred charges for aborted site visits by such supplier.

We shall perform the site visit work on workdays during normal working hours. If you require the work to be performed at other times, an overtime surcharge will be added. You shall obtain all permits required for this purpose from the relevant authorities. We will assume that these have been obtained.

On the basis of a separate order, the engineer may perform services not included in the scope of the site visit in as far as this is permitted by the nature of the service to be performed and the subsequent timetable for the deployment of maintenance personnel.

Free parking shall be provided for all Wall to Wall Communications personnel and must be arranged in advance by You.

Engineer site visits dates will be offered on a first come first serve basis unless priority emergency site visits are agreed within the service contract.

### **Programming and Equipment Calibration**

You are responsible for providing Wall to Wall Communications all information that is relevant for the provision of the programming and Wall to Wall Communications will have no responsibility for any failure of or to provide the Service which is a result of any failure on your part to provide accurate and complete information.

All programming information must be discussed prior to supply or installation of equipment. This information will be accepted as true and final and will be included on the quotation. Should you require a change of programming after acceptance, at any time during the installation or after, a further programming charge will apply in the form of a variation.

### **Equipment Installation**

The Agreement is conditional on a satisfactory Survey. The Agreement may be cancelled by Wall to Wall Communications without liability if the results of any Survey are in Wall to Wall Communications reasonable opinion unsatisfactory.

Upon receipt of a purchase order, Wall to Wall Communications shall use its reasonable endeavors to install and connect the Equipment.



You must provide (at Your cost) appropriate space, power, ducting and environment to install and maintain the Equipment at the Site. You must ensure that any necessary preparation is effected before the Equipment is connected and in accordance with Wall to Wall Communications instructions (if any), including the provision of a reliable electricity supply.

If You fail to take delivery or allow installation of the Equipment on any agreed delivery or installation date Wall to Wall Communications may arrange for its storage at Your risk and You shall be liable to Wall to Wall Communications for the reasonable additional costs incurred as a result of your failure to take delivery.

You must not remove, tamper with or obliterate any words or labels on the Equipment or any part thereof.

Following the installation of the Equipment Wall to Wall Communications shall conduct tests to ensure that the Service is ready for use. All tests shall if You so request be carried out in the presence of Your duly authorised representative provided that such representative is available at such reasonable times as Wall to Wall Communications may specify.

### **Coverage**

All radio coverage is based on probability theory. Radio coverage at a specific location from a distant transmitter can be specified for a 50%, 90% or higher probability of successful communication. Radio coverage cannot be guaranteed 100% of the time.

Radio coverage is affected by weather and atmospheric conditions on a continual basis. Rain or snow can affect higher frequency satellite and microwave communication. Temperature inversions can affect VHF and UHF and cause reflections that either increase or decrease signal level at a distant site.

Because of these variables, Wall to Wall Communications can not guarantee full coverage or the sustainability of coverage.

### **Variation**

During system installations, a variation may be discovered/required. Variations may include but are not limited to alterations to the design, quantities, quality, equipment location working conditions, failure of clients own equipment or sequence of work.

This will be advised to the client in writing to ensure continuation and may require additional costs to be authorised along with a further purchase order and written confirmation agreeing to the variants.

If You request and Wall to Wall Communications agrees to a change of Service (including without limitation adding, deleting or exchanging a Service) or a change of Site, You must complete such formalities as Wall to Wall Communications shall require giving effect to such a change and You must pay to Wall to Wall Communications its then current charges for such change and to reflect such change Wall to Wall Communications may without notice revise the Charges.

Wall to Wall Communications may vary the Service from time to time, provided that the new service will have at least equivalent functionality and service levels to the Original Service.

Wall to Wall Communications may otherwise modify or cancel the Service, or part of a service, for a number of reasons including end of life, in the event that Wall to Wall Communications suppliers' services are altered so as to affect the provision by Wall to Wall Communications of the Service or there is a technical or regulatory reason to do so.

Wall to Wall Communications may update these Terms and Conditions from time to time, for example, to comply with changes in the law or to take account of new ordering or payment processes or new products Wall to Wall Communications may offer. The customer must always check these Terms and Conditions prior to placing an Order to ensure that the terms which apply to that Order are understood.

### **OFCOM**

Should you suffer from external interference, 'the company' will report this, on behalf of 'the client' to OFCOM. However, 'the company' cannot be held responsible for any air bound or external interference, incorrectly OFCOM issued frequencies or pirate stations. This list is not exhaustive. Full terms and conditions can be found on OFCOM website.

If OFCOM are required to investigate any of the above problems, they will require a fully detailed report to enable them to proceed and they may charge accordingly.



Wall to Wall Communications can provide the administration for a new licence application or renewal of an existing licence. An administration fee will apply. All licences remain the property of the licensee and it is the responsibility of the licensee to ensure that a valid licence is held at all times for the use of their two way radio communications.

Coverage can alter depending on terrain and changes in the construction of the locality. Weather and other electronic/electrical equipment may also interfere with any communications systems. Although Wall to Wall Communications guarantee the equipment supplied, we cannot be held responsible or liable for any external anomalies.

For Hire Contracts, due to the limitations of the channels available in the United Kingdom, by OFCOM it is impossible to guarantee freedom from interference from other users, but the Lessor will attempt by means of privacy features to minimise to the best of their abilities any outside interference. If you receive notification that you are causing interference from or to another user please inform us at once with as much information as possible about the third party. We shall then do our utmost to resolve the problem. If the Hirers operate the equipment using their own licence(s) they are wholly liable for conforming to all acts, statutory instructions & regulations as to the location, use & operation of the equipment from time to time being in force by OFCOM.

### **Intellectual Property Rights**

The Company (WTV) shall have sole title and ownership of all Intellectual Property Rights to this quotation and/or proposal created or developed for the client. The IPR shall only be released to the client once full payment for the works quoted has been paid. The client agrees not to disclose any of the content of the quotation and/or proposal to any third parties without the prior written consent of the Company in particular all application software, source codes and graphical designs originated by the Company. Furthermore, the design in its entirety cannot be used in any form without the prior release from the Company which may incur a consultancy fee.

### **Indemnity**

Wall to Wall Communications shall not be liable for any loss of (or loss of use of or limited use) communications resulting from Your use of the Service including without limitation any delays, non-delivery or missed deliveries directly or indirectly caused to You by such loss or by intermittent failure of any equipment or services provided.

You will indemnify and keep indemnified Wall to Wall Communications against any and all claims, which are brought or are threatened against Wall to Wall Communications by any person arising out of Your breach of the Acceptable Use Policy.

Without undertaking any obligations to give any such advice and/or recommendations, Wall to Wall Communications shall not be liable for any loss or damage or consequential loss suffered by You as a result of placing reliance on Wall to Wall Communications advice and/or recommendations regarding the use of products or services.

Wall to Wall Communications shall have no liability to the Customer whatsoever for any loss of profit, loss of business, business interruption, or loss of business opportunity.

### **Marketing and Data Protection**

Wall to Wall Communications may use any information supplied by You for its own administrative and customer service purposes or for any other purpose required by Law.

Without limitation Wall to Wall Communications shall be entitled to disclose information provided by You to a debt collection agency, credit reference agency, credit or fraud monitoring scheme, security agency or credit provider. To enable Wall to Wall Communications to provide the Service Wall to Wall Communications shall also be entitled to disclose such information to other radio communications companies.

In order to maintain quality and for training purposes Wall to Wall Communications may monitor and record telephone conversations with You.

Wall to Wall Communications shall be entitled to communicate information that describes the habits or usage patterns and/or demographics of the whole or a part of Wall to Wall Communications customer base (including You) but which is anonymous and does not describe or reveal the identity of any particular customer to any third party.

Wall to Wall Communications shall be entitled to make Your name, address and telephone number available to the emergency services.



Unless You have notified Wall to Wall Communications, Wall to Wall Communications may use information provided by You for marketing & PR purposes or to supply You with information about other products or services available from Wall to Wall Communications.

Both parties agree that they will at all times comply with their obligations under the Data Protection Act 1998 ('the Act'), including the Data Protection Principles set out in the Act, and any similar or analogous laws, regulatory requirements or codes of practice governing the use, storage or transmission of personal data.

#### **Customer Complaints Procedure**

Wall to Wall Communications internal ISO9001:2008 procedures for handling customer complaints will also include those relating to their sales and marketing activities. We ensure that all staff and representatives who deal directly with customers is made aware of this procedure and that they should inform customers of the existence of their complaints procedure if required.

The Complaints Handling Procedure will set out how customers may complain about the company's sales and marketing and other activity and what further steps are available if they believe their complaint has not been dealt with satisfactorily.

A customer with a sales and marketing complaint, in the first instance, will be advised that their complaint will be the subject of an internal investigation within 10x working days by the Quality Manager.

#### **Miscellaneous**

During this Agreement and for a period of twelve (12) months following the termination of the Agreement (for whatever reason) You shall not employ or engage directly or indirectly (without Wall to Wall Communications prior written agreement) nor make or seek to make any offer of employment or engagement to any of Wall to Wall Communications staff, including its sub-contractors, who have dealt with You in the course of the negotiation, conclusion and performance of the Agreement. In the case of a breach, then You will pay Wall to Wall Communications a fee equal to 12 months of the employee's salary or sub-contractor's fees.



## Extended Warranty - Hytera

Repair of Products is to be performed only by WTW engineers. Any unauthorised repair work may, at WTW discretion, void the warranty.

While this Agreement remains in effect, and for a period of five (5) years after Products being sold, Hytera agrees to supply spare parts and do its best to repair the Products returned to WTW.

### 1. Scope of Application

1.1 This warranty policy applies to all Hytera terminal products and relevant accessories.

1.2 The standard warranty period starts from the date of Purchase and varies based on product type:

Category	Model/Series	Main Unit (month)	Accessories (Month)	
			Battery/Charger Adapter	Accessories Others
Analogue Terminal	Analogue Portable Terminal	24	12	6
	Analogue Mobile Terminal	24	12	6
	Analogue Repeater	24	12	6
Digital Terminal	Digital Portable Terminal	24	12	6
	Digital Mobile Terminal	24	12	6
	Digital Repeater	24	12	6
Intrinsically Safe/ATEX Two Way Terminal		24	12	6

In above warranty period, WTW will repair or exchange any product that fails to meet the specifications provided it is within the product's warranty period free of charge. WTW will bear the one-way logistic cost from WTW to the sender. All replacements will be issued only when the faulty goods have been returned to and inspected by the WTW service department. The logistic cost of the returned goods to WTW shall be borne by the sender.

1.3 This warranty only covers the original purchaser from WTW of the product/s and cannot be transferred to any other person. The product must have been assembled and maintained as per the product instructions.

1.4 Terminal products that warranty period has not expired and are repaired by WTW will have 90 days or remaining term of the original warranty period, depending on which is longer.

### 2. Replacement

WTW reserves the right of determination of batch quality accidents. Replacements are only sent out after returned faulty goods are received at WTW.



### 3. Non-Warranty Service

WTW is not responsible for any warranty service to the products including terminals, batteries, chargers and other accessories in the following circumstances:

- Exceed warranty period.
- Fair wear and tear.
- Defect or damage is due to improper use outside of product specifications', including but not limited to the defects and damage caused by using products without complying with the Hytera warning instructions or user manual warnings.
- Defect or damage is due to violent operation, including but not limited to the damage caused by sharp goods, artificial buckling, extrusion, liquid injection, etc.
- Defect or damage due to modification, alterations, and disassembly or using non-original accessories or battery without the authorisation of WTW. All void labels must be intact.
- Defect or damage due to firmware or software upgrade due to improper use i.e. switching off power or removing leads during programming process.
- By the rational judgment of WTW, serial number code label, the accessory date code label or relevant WTW sign of a product has been removed, defaced or altered.
- Defect or damage is due to force majeure (earthquake, flood disaster, fire disaster, etc.)
- Battery in the following circumstances:
  - Any damage or broken sealed phenomenon of Battery case seal.
  - Defect or damage due to the charging or using at variance with the products prescribed.

**4. Physical external refurbishment Option (non-electronic repairs).** To include cases, knobs, gaskets, accessory covers and keys/buttons. This option does not include electronic PCB repairs. This option will not apply to ATEX radios.

### 5. "BER" Beyond Economical Repair

If the radio repair exceeds the price of the fixed price then either a quotation will be sent to the customer for the extra cost, or in some circumstances (if the radio cannot be repaired economically) the radio may be returned with a fault report describing the reasons for the BER condition.

### 6. Extended Warranties

For extended warranties the terms are the same as and are used in-conjunction with this policy. There will be no charges for parts or labour while the product is within the extended warranty period.

### 7. Battery capacity

Batteries are consider to be in warranty if they have >80% of nominal capacity within the warranty period.



## Extended Warranty – Motorola

### Hardware Repair

Hardware Repair provides product repair at a Motorola operated or supervised facility that employs the same test equipment and original Motorola components used in the manufacture of the equipment. Products are repaired to ensure full compliance is met with the product specifications published by Motorola at the time of delivery of the original product via:-

- Repairs, adjustments and restorations, if appropriate, of any covered product(s) that malfunction while being used within the operational and environmental parameters specified by Motorola.
- Product updates, if applicable, as may be defined occasionally by Motorola Engineering Change Notices.

### Battery Replacement Option

The Battery Replacement Option provides one additional replacement battery for each radio purchased with a three year Gold Service Contract, and two additional replacement batteries for each radio when purchased with a five year Gold Service contract.

### Cosmetic Refurbishment Option

The Cosmetic Refurbishment Option provides repair or replacement of external components that have been cosmetically damaged through normal and wear and tear of the radio, to restore the terminal to look as new. While Gold Service Contract will repair or replace radio components that affect the functioning of the radio, the Cosmetic Refurbishment Option provides the additional benefit of helping to keep radios looking as new by repairing scratches and other cosmetic damage.

### Scope of Products included

Service from the Gold Service Contract and associated options are currently available for the following MOTOTRBO products –  
DM3400 DM3401 DM3600 DM3601  
DM4400 DM4401 DM4600 DM4601  
DP3400 DP3401 DP3600 DP3601  
SL4000

### Comprehensive Coverage

Motorola will repair electrical failures caused by accidental damage to the Motorola terminals covered by the service agreement that occur during normal use. Examples of items included under Comprehensive Coverage include -

- a. Electrical repair for failures caused by accidental water damage
- b. Electrical repair for accidental internal damage
- c. Replacement of accidentally cracked or broken housings.
- d. Replacement of accidentally cracked or broken displays.
- e. Replacement of accidentally cracked or missing keyboards/keypads/buttons

**Transportation.** WTW will provide pickup and delivery of the equipment to be repaired from the customer's location and bear all costs and risks associated with this transportation, excluding any customs, duties and taxes incurred.

**Battery Replacement.** WTW will provide one additional replacement battery for each hand portable terminal purchased with a three year Gold Service Contract, and two additional batteries for each radio purchased with a five year Gold Service Contract. The replacement batteries for a three year contract will be shipped to the Customer location in one single shipment approx 18 months after the initial purchase of the radios. For five year contracts, the second batch of replacement batteries will be shipped to the Customer location in a single shipment approx 42 months after the initial purchase of the radios. Where possible, batteries for multiple contracts will be consolidated into one single shipment.

**Cosmetic Refurbishment.** WTW will restore the terminal to an as new physical condition by repairing or replacing external components. Examples of items repaired or replaced under the cosmetic refurbishment option include –

- a. Scratched housings
- b. Scratched displays
- c. Scratched or worn keyboards/keypads/buttons

### Customer Responsibilities



**1 - Serial Numbers.** Customer must provide a complete list, in electronic written format, of all hardware serial numbers to be covered under the service agreement.

**2 - Initiating Repair.** Customer must complete a Repair Form for each faulty unit.

**3 - Packaging.** Customer must package all items to normal commercial standards. Original packaging is recommended.

**4 - Error Reporting.** Customer must document and promptly report all detected errors to WTW with enough detail to permit WTW to reproduce the error. Customer must also assist WTW with recreating and diagnosing each error.

**5 - Battery Replacement.** The battery replacement service is only available for the terminals covered by a Gold Service Contract and must be ordered together on the same Purchase Order. Customer must receive the replacement batteries in one single shipment for three years cover, and in two shipments for five years cover and must utilise the replacement batteries for the terminals with serial numbers registered.

**6 - Systems Upgrade.** To provide Software Releases and workarounds, WTW may require customer to upgrade hardware and/or software systems, at its own expense, to WTW currently supported versions of system components.

**7 - Cosmetic Refurbishment.** Customer must request a terminal be refurbished only at the same time as an electrical repair is required. If the terminal is found to be 'no fault found' the cosmetic repair will be charged for at the prevailing rates.

#### Limitations and Restrictions

1. Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this agreement:

- a. Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries (unless the Battery Refresh Option is purchased), cables, carrying cases.
- b. Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- c. Repair of problems caused by third party accessories or peripherals not approved in writing by Motorola for use with the product.
- d. Repair of problems caused by using the device outside of the product's operational and environmental specifications or repaired by a third party.
- e. Repair of problems caused by unauthorized alterations or attempted repair.
- f. Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- g. Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- h. Performance of any file backup or restoration.
- i. Completion and test of incomplete application programming or system integration if not performed by WTW and specifically listed as covered.

2. Where ongoing accidental damage or products requiring cosmetic refurbishment is deemed by WTW to be excessive, systemic or the result of product mishandling, customer may be subject to audit. Should it continue unabated, customer will incur repair charges at WTW discretion and prevailing charges for products deemed by WTW to have been damaged through improper handling, carelessness or reckless use.

3. Where a product is submitted to WTW for repair that is outside the scope of Service, such repairs will require payment by the Customer and will be quoted by WTW of additional costs in accordance with WTW standard Time and Materials (T&M) rates and terms and conditions. WTW will notify the customer of any incremental charges related to aforementioned exclusions, prior to completing the repair and said repair will be subject to acceptance of the quotation by the customer.

4. This service does not cover cosmetic imperfections that do not affect the functionality of the device unless the Cosmetic Refurbishment Option has been purchased.



5. Motorola is not obligated to provide support for any product:

- a. That has been repaired, tampered with, altered or modified —except by WTW authorised service personnel (including the unauthorized installation of any software) and / or the correct installation of WTW or 3<sup>rd</sup> party option boards.
- b. That has been subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- c. If customer fails to comply with the obligations contained in the product purchase agreement and/or the applicable software license agreement and/or WTW terms and conditions of service.

**Geographic Availability**

Service from the Service Contract is available in UK only.