

RENTAL LEASING SERVICE SCHEDULE

The following additional terms and conditions apply to the provision of Rental Leasing Services.

1. DEFINITIONS

In this Service Schedule, in addition to those terms defined in the General Conditions, the following terms and expressions apply:

TERM/EXPRESSION	MEANING
Equipment	means the telecommunications hardware and/or software purchased by the Customer in an Order for Equipment;
Lease	means a finance agreement entered into by the Customer and either a third party finance provider or the Company's in-house finance facility in respect of the Order for the lease of the Equipment;
Order	means an order placed by the Customer for the supply of the Equipment.

LEASING TERMS

- (a) The price for the lease of the Equipment or a purchase payment plan of the Equipment and its installation shall be as set out in the respective Order for the supply of Equipment. A deposit may be required. The balance of all accounts is due for payment on completion of the installation of Equipment, unless you have been granted a 30 day credit account. Interest charges for late payments may be levied in accordance with clause 6.6 of the General Conditions. In the event that the Equipment is subject to a Lease, the terms of that Lease shall, in the event of conflict with these terms, prevail, provided always that should such Lease become void or unenforceable for whatever reason, these terms shall remain in full force and effect.
- (b) The Company shall use reasonable endeavours to supply Equipment on or before the mutually agreed delivery date and shall not be liable for any loss or damage direct or indirect occurring as a result of delay in delivery of the Equipment. The Customer shall not be entitled to delay or refuse to accept delivery and/or installation under any circumstances.
- (c) The supply of Equipment shall commence upon the delivery of the Equipment to the Customer and shall continue for the term as specified in the Order for the supply of Equipment ("Term"), unless earlier terminated as set out in clause 2.5 of these terms.
- (d) The Company can only accept cancellation of an Order for the supply of Equipment by the Customer if the Company receives written notification at least 30 days prior to the mutually agreed delivery date or if no such delivery date has been agreed, within [14] days from the date of the relevant Order.
- (e) In the event the Customer wishes to terminate the services supplied under the Order prior to the expiration of the Term and the Company (in its sole discretion) elects to accept such notice or the Company terminates the Order pursuant to clause 2.6 of these terms shall provide [30] days' notice in writing ("Early Termination"). In the event of such Early Termination the Customer shall be liable to pay to the Company the applicable Termination Fee. the Company is entitled to set-off any amount of deposit paid and held by the Company on the Customer's behalf towards the Termination Fee. In the event of Early Termination of an Order which either (i) prior to Early Termination the parties intended to finance by a Lease and where no Order price has been stated or (ii) prior to Early Termination, the parties have financed the supply of the Equipment through a Lease and where the Order price has been stated, the

Company will promptly notify the Customer in writing of the Order price against which the Termination Fee shall be payable in accordance with this clause 2.5.

- (f) The Company may terminate the Order (in whole or in part) by providing the Customer with [30] days' notice and, in this event, the Customer shall not be liable for any Termination Fees.
- (g) If the Order shall become impossible to perform in whole or in part for any reason whatsoever beyond the Company's reasonable control the Company may rescind the Order immediately. In such circumstances, the Company shall promptly refund the deposit paid and the Customer shall not be liable to pay for any Termination Fees.
- (h) On termination or expiry of the Order, the following shall apply (i) any sums properly due from one party to the other will become payable within 30 days of termination (including Termination Fees); (ii) the Customer shall cease using the Equipment and return all Equipment in the same working condition (fair wear and tear commensurate with the age and application of the Equipment excepted) as at the start of the Term; and (iii) each party will, on request, promptly return to the other all confidential information and other property belonging to the other which is in its custody or control or will destroy such confidential information and certify such destruction to the other party.
- (i) The Customer shall ensure that the premises at which the Equipment is being installed are in a proper condition for such installation and shall make available to the Company free of charge all such light, heat, air, electric power and other necessities as may be required for the installation and preparation of the Equipment.
- (j) In the event of a leasing arrangement, title to the Equipment hardware shall not pass to the Customer at any time. [In the event the Customer is purchasing the Equipment hardware through a purchase payment plan absent any leasing arrangement, title of the Equipment shall only pass to the Customer upon payment in full of the Order price and of all other sums whatever due from the Customer under this Agreement.] Title in the Equipment software shall not pass to the Customer under any circumstances. Until title does pass to the Customer, if applicable the Customer shall have possession of the Equipment at the Customer's risk as the Company's bailee and shall keep the Equipment in such a way as to enable it to be identified as the Company's property.
- (k) The Company reserves the right to repossess any Equipment for which payment is overdue. For this purpose the Customer hereby grant the Company the right of access to its servants and agents to enter upon all or any of the Customer's premises with or without vehicles during normal business hours. The right shall continue to subsist notwithstanding the termination of this Agreement for any reason and is without prejudice to any of the Company's accrued rights hereunder or otherwise.
- (l) The Customer shall forthwith upon delivery of the Equipment to the Customer's premises (and until title passes to the Customer pursuant to clause 2.10) insure the Equipment for its full replacement value against all usual risks comprised in a contents policy including but without prejudice to the foregoing loss by fire, theft or malicious or accidental damage.
- (m) The Company warrants that following installation the Equipment shall be in good working order and condition and in conformance with any agreed specification (as set out in the Order, if any). Except for this warranty, all conditions or warranties in relation to the Equipment which may be implied relating to the description or the Equipment's satisfactory quality, condition or warranties are expressly excluded to the maximum extent permitted by law.
- (n) During a period of seven days following installation the Company will at its option replace, repair or make good any faults or defects that may arise in the Equipment free of charge to the Customer.
- (o) Following expiry of the period referred to in clause 2.14 the Customer will be expected to enter into a Maintenance Agreement with the Company in respect of the Equipment, but if the Customer fails to do so the Company's sole liability will be to use reasonable endeavours, at the Customer's expense, to pass onto the Customer the benefit of any warranty offered by the manufacturer and/or supplier of the Equipment.
- (p) The Company's obligations pursuant to clauses 2.14 to 2.16 inclusive are subject to the following conditions and limitations and the Company shall accordingly be under no liability in respect of:-

- i) defects in the Equipment arising as a result of any modification or repair carried out by the Customer;
- ii) use of the Equipment other than in accordance with the Company's and/or manufacturer's operating instructions or in an improper way;

- iii) any defect caused by the Customer or any third party's negligence or default; or
- iv) the Equipment if the total price owing to the Company has not been paid by the Customer in full on or before the due date for payment.