



Simwood

STRAIGHT-TALKING FORWARD-THINKING®

Schedule 2 – Hardware Supply Schedule

1. DEFINITIONS

1.1. The following terms shall have the following meanings in this Schedule 2:

"Courier" means the delivery courier contracted by Simwood to deliver your goods.

"Consignee" means the person to whom the Consignment is addressed.

"Consignment" means goods sent together at one time for the same Customer bearing a Delivery Address.

"Customer" means the person, firm or company that enters into a contract to purchase goods from Simwood.

"Delivery Address" means the address to which the goods are to be delivered too.

"Equipment" means any equipment, machinery, parts, spares, software and any other goods supplied by Simwood under this Schedule 2.

"ESCD" means an electronic signature capture device which is capable of receiving, storing and transmitting Customer and Consignee information, including location of the device, or the person goods are delivered to, including signatures.

"Master Services Agreement" means, where a party to this agreement is Sipcentric Limited, the Simwood Partner Agreement (also referred to as the Simwood Hosted Agreement or the Sipcentric Hosted Agreement", and where the counterparty to this agreement is Simwood eSMS Limited, the Simwood Master Services Agreement.

"Neighbour" means a person who lives or works in a property within 50 metres walking distance of the Delivery Address.

"Pickup (Services)" means the service where the Customer or the Consignee selects the option for the Consignment to be picked up or dropped off at a third party location, such as a local shop, which is close to the original Delivery Address ("Pickup Location") or where Simwood elects to deliver the Parcel to such a third party location.

"Simwood" means Simwood eSMS Limited, if it is a party to this agreement, or Sipcentric Limited, if it is a party to this agreement.

1.2. Other capitalised terms shall have the meaning given to them in the Master Services Agreement, unless otherwise defined herein.

2. TIME



2.1. Any period or times stated for delivery or for compliance with any other contractual obligations of Simwood are estimates only and in any event Simwood accepts no responsibility for loss or damage resulting from delay or failure to notify the Customer of any such delay.

2.2. Changes in specification or additional work or revised instructions relating to any aspect of an order will entitle Simwood to vary any estimates of price and/or time for completion of the contract.

3. PRICES

3.1. Unless otherwise specified prices are for delivery to a single location in the United Kingdom using any courier or other contract of carriage as Simwood shall determine at its sole discretion.

4. TRANSIT AND DELIVERY

4.1. The Customer shall be responsible for complying with all relevant conditions and requirements of the appointed Courier.

4.2. Transit shall commence when the Consignment is passed to the Courier whether at the point of collection or at its premises.

4.3. The Courier is entitled to carry goods by any means of transport and by any route whatsoever.

4.4. Transit shall (unless the Courier previously decides otherwise) end either:

4.4.1. when the Consignment is offered for delivery at the Delivery Address;

4.4.2. when, in accordance with instructions from the Customer or the Consignee, the Consignment is left in a safe place;

4.4.3. when, in accordance with instructions, the Consignment is made available for collection at one of the Courier's depots or Pickup Locations;

4.4.4. when the Consignment is offered for delivery in accordance with 4.4; or

4.4.5. when the Consignment is held by the Courier for collection following attempted delivery when the Consignee or a person authorised on the



Consignee's behalf collects the Consignment from the Courier's depot; and in the event that the Courier holds Consignments pursuant to 4.3(c) and 4.3(e), delivery shall be deemed to have ended if the Consignment is not collected within a reasonable time and the Consignment shall be held solely at the Customer's risk and subject to disposal.

- 4.5. Unless the Customer notifies the Courier and Simwood in writing otherwise and such notice is formally acknowledged in writing by the Courier and Simwood, the Courier shall be entitled to deliver the Consignment to a Neighbour of the Consignee's address, a concierge at the Consignee's Pickup Location accessible within the Courier's delivery hours or to any other location of the Courier's discretion at the Consignee's address . For the purposes of 4.3, transit of the Consignment shall be deemed to have ended at the time of delivery to such location stated in 4.5
- 4.6. Any specific timescales for delivery and/or collection which Simwood give are estimates only. Simwood shall not be deemed to be in breach of the Contract or have any liability to the Customer (whether in contract, tort, negligence or otherwise and howsoever arising) for any failure to fulfil any delivery and/or collection within any specified timescales.
- 4.7. The Courier may require a recipient of a Consignment to sign an ESCD as proof of delivery of the Consignment and/or record evidence of a Courier's ESCD GPS location as proof of the same. Any record of the recipient's signature, or the ESCD GPS Location or such other confirmation as the Courier may advise from time to time obtained by Simwood shall be conclusive evidence of the delivery of Consignments (including the quantity of such Consignments) comprised in the Consignment. The recipient's signature and/or electronic scan record and/or ESCD GPS Location shall be evidence of delivery of the Consignment.
- 4.8. The Customer shall be responsible for inspecting the Equipment on arrival and shall notify Simwood immediately if there is any damage, discrepancy or shortage or within 7 days after receipt of notice of dispatch in the event of non-arrival.

5. RETENTION OF TITLE



5.1. Simwood and the Customer expressly agree that until Simwood has been paid in full for the Equipment comprised in a given order for Equipment:

5.1.1. the Equipment shall remain the property of Simwood and the Customer, as bailees of them for Simwood will store the same for Simwood in a proper manner without charge and in such a way that the Equipment is clearly identified as being the property of Simwood, notwithstanding that the risk therein shall pass to the Customer as provided herein, and;

5.1.2. at any time following the due date where monies for the relevant order remain outstanding, Simwood may recover from the Customer the Equipment remaining in the Customer's possession, and for the purpose thereof may enter upon any premises of or occupied by the Customer or any third party (with the consent of that third party), to recover the Equipment.

5.2. Once an order for Equipment has been paid in full, title for the Equipment shall reside with the Customer.

5.3. Where Equipment is recovered by Simwood pursuant to clause 5.1.2, the Customer shall remain liable for any difference between the value of the Equipment Simwood can realise and the amount owed by the Customer for the same.

5.4. The risk in the Equipment shall pass to the Customer on dispatch, thereafter the Customer shall be responsible for the satisfactory care and protection of the Equipment and the customer shall procure an appropriate amount of insurance from a reputable provider to cover the risk in the Equipment until title has passed.

6. WARRANTIES AND LIABILITY

6.1. Equipment supplied by Simwood is supplied with the benefit of any warranties provided by the producer, and where no such warranty applies, Simwood warrants to the Customer only that the Equipment shall be free of defects in workmanship and materials for the period of 12 months after dispatch to the Customer.



6.2. If such a defect arises within the warranty period in respect of the Equipment or one or more of its component parts Simwood will at its option, either repair or replace the defective Equipment or component according to the Simwood returns policy.

6.3. Other than the passing on of the manufacturer warranty pursuant to clause 6.1, Simwood gives no other warranties regarding the Equipment, nor shall (to the fullest extent allowable by law) Simwood be liable, in any way, for the use of, or failure of, the Equipment by the Customer or any third-party.

6.4. The warranty given by Simwood above shall not apply if:

6.4.1. the repair or replacement of a part or parts is required because of accident, neglect or misuse of the Equipment by the Customer or interference with the Equipment by persons other than Simwood's engineers, or;

6.4.2. there are used in the Equipment supplies from sources which have not been authorised by Simwood.

7. CUSTOMERS' INDEMNITY

7.1. The Customer shall indemnify Simwood fully for any duty, tax or charge that it has not paid under the Contract and for any failure to export goods which have been zero-rated for the purposes of Value Added Tax (or similar tax or duty) or to comply with any conditions relating to importing or exporting zero-rated goods.

7.2. The Customer shall indemnify Simwood against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Simwood arising out of or in connection with:

7.2.1. any negligent act, negligent omission, negligent misdirection, negligent misstatement or fraudulent act by the Customer, sender or Consignee, its servants or agents;



- 7.2.2. any claims made or penalties imposed by the HM Revenue & Customs or equivalent in overseas jurisdictions;
- 7.2.3. any inaccurate or false information supplied to Simwood by the Customer which relates to the Customer and/or the goods comprised in any Consignment;
- 7.2.4. the Customer's unreasonable detention of vehicles, containers, sheets, pallets and like Equipment;
- 7.2.5. any claim being made by any third party against Simwood in respect of loss of or damage to the goods or in respect of any conversion of or interference with the goods.

8. PERFORMANCE DATA

- 8.1. Any performance figures quoted or referred to in any specification or other document used in concluding a contract, are estimates only, based on assumed conditions in a well-managed office with experienced, adequate and efficient operators, adequate local area network and wide area network connectivity, and efficient services, and proper use of satisfactory materials.

9. SPECIFICATION

- 9.1. Simwood reserves the right on the sale of any Equipment to make before delivery any alteration to or departure from the specification or design of the Equipment provided that it shall not to a material extent adversely affect the performance of the Equipment or the quality of the workmanship or the materials used. All specifications, drawings and technical documents issued by Simwood either before or after conclusion of the contract are issued solely for the Customer's use in connection with the Equipment and shall not be copied reproduced or communicated to any third party without express consent in writing.

10. CANCELLATION

- 10.1. No contract or order may be cancelled without Simwood's written consent. In the event that cancellation is agreed for whatever reason the Customer shall



indemnify Simwood against all costs, claims, loss and expenses occasioned thereby.