



Handsfree Group
Driven Technology.

Terms and Conditions 2023

HFG1072



Conditions

1. Basis Of Contract

- 1.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
- 1.2 The Order is deemed accepted when Handsfree Group issues written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date).
- 1.3 Any samples, drawings, descriptive matter or advertising issued by Handsfree Group and any illustrations or descriptions of the Services contained in Handsfree Group's catalogues, brochures or Websites are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 1.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 1.5 Any quotation given by Handsfree Group shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue or as otherwise specified in the quotation.
- 1.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

2. Specification

- 2.1 The Goods are specified in the Order and described in Handsfree Group's catalogue and/ or on the Websites. The Services are specified in the Service Specification.
- 2.2 Handsfree Group may amend the specification of the Goods and/ or the Service Specification if such amendment will not materially affect the nature or quality of the Goods and/ or the Services, or where such amendment is required by any applicable statutory or regulatory requirement. Handsfree Group shall notify the Customer in any such event.
- 2.3 If and to the extent that Goods are to be commissioned or manufactured in accordance with a specification supplied by the Customer, the Customer shall indemnify Handsfree Group against all liabilities, costs, expenses, damages and losses (including 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 Handsfree Group arising out of or in connection with any claim made against Handsfree Group for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Handsfree Group's use of the Goods Specification. This clause 2.3 shall survive termination of the Contract.

3. Delivery Of Goods

- 3.1 Handsfree Group shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date, sales despatch number, sales order reference, Order number and the type and quantity of the Goods.
- 3.2 Handsfree Group shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location) and shall use reasonable endeavours to deliver the Goods within the timescales set out in the Order or, if no timescales are set out, within 7 Business Days of receipt of the Order. Dates for delivery of the Goods are approximate only, and the time of delivery is not of the essence.
- 3.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location or, if the Goods are provided at the same time as Installation Services to which they relate once the Goods are installed.
- 3.4 If Handsfree Group fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Handsfree Group shall have no liability for any failure to deliver the Goods to the extent that such failure is caused the Customer's failure to provide Handsfree Group with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

3.5 If the Customer fails to accept delivery of the Goods within three Business Days of Handsfree Group (or a courier engaged by Handsfree Group) notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by Handsfree Group's failure to comply with its obligations under the Contract in respect of the Goods:

- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which Handsfree Group notified the Customer that the Goods were ready; and
- (b) Handsfree Group shall store the Goods until delivery takes place, and may charge the Customer for all related costs and expenses (including insurance).

3.6 If ten Business Days after the day on which Handsfree Group notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, Handsfree Group may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

3.7 Handsfree Group may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4. Handsfree Group Warranty

4.1 Handsfree Group warrants that on delivery or completion of installation pursuant to clause 6.3 as the case may be, and for a period of 12 months from such date (as appropriate) (warranty period), the Goods shall:

- (a) conform in all material respects with their description and the Configuration (if applicable);
- (b) be free from material defects in design, material and workmanship; and
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (d) be fit for any purpose held out by Handsfree Group.

4.2 Handsfree Group warrants that it will provide the Installation Services with reasonable care and skill. If any defects arise directly in relation to the Installation Services within 12 months (warranty period) from completion of installation pursuant to clause 6.3 (warranty period) then the provisions of clause 4.3 shall apply.

4.3 Subject to clause 4.4, Handsfree Group shall, at its option, repair or replace the defective Goods or re-perform or rectify the Installation Services, or refund the price of the defective Goods or Installation Services in full if:

- (a) the Customer gives notice in writing during the warranty period within a reasonable time of discovery that some or all of the Goods or the Installation Services do not comply with the warranties set out in clauses 4.1 or 4.2;
- (b) Handsfree Group is given a reasonable opportunity of examining such Goods or installation and/ or inspecting their configuration; and
- (c) the Customer (if asked to do so by Handsfree Group):
 - (i) in the case of contracts for the supply of Goods only: returns any affected Goods to Handsfree Group's place of business at the Customer's cost.
 - (ii) in the case of contracts for the supply of Goods and Installation Services together: returns any affected Goods to Handsfree Group's place of business at Handsfree Group's cost.

4.4 Handsfree Group shall not be liable for the Goods' or Installation Services' failure to comply with the warranties in clauses 4.1 or 4.2 if:

- (a) the Customer makes any further use of such Goods or any other goods to which the Installation Services relate after giving a notice in accordance with clause 4.2;

Conditions

(b) the defect arises because the Customer failed to follow Handsfree Group's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or any other goods to which the Installation Services relate or (if there are none) good trade practice;

(c) the defect arises as a result of Handsfree Group following any drawing, design or specification (including a Service Specification) supplied by the Customer;

(d) the Customer alters or repairs such Goods or any other goods to which the Installation Services apply or the Configuration without the written consent of Handsfree Group;

(e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

(f) the Goods or Installation Services differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

4.5 Except as provided in this clause 4, Handsfree Group shall have no liability to the Customer in respect of the Goods' or Installation Services' failure to comply with the warranty set out in clauses 4.1 or 4.2 and the terms implied by sections 13 – 15 of the Sale of Goods Act 1979 and the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are excluded.

4.6 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by Handsfree Group.

5. Title And Risk

5.1 The risk in any Goods supplied under the Contract shall pass to the Customer on completion of delivery and title to such Goods shall not pass to the Customer until the earlier of:

(a) The time at which completion of delivery has taken place and Handsfree Group receives payment in full (in cash or cleared funds) for the Goods and any other goods that Handsfree Group has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and

(b) the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 5.3.

5.2 Until title to the Goods has passed to the Customer, the Customer shall:

(a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Handsfree Group's property (save for when the Goods are provided with related Installation Services, in which case it shall be sufficient for the Customer to ensure such Goods remain readily identifiable as Handsfree Group's property;

(b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

(c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Handsfree Group's behalf from the date of delivery;

(d) notify Handsfree Group immediately if it becomes subject to an Event of Insolvency; and

(e) give Handsfree Group such information relating to the Goods as Handsfree Group may require from time to time.

5.3 Subject to clause 5.4, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Handsfree Group receives payment for the Goods. However, if the Customer resells the Goods before that time:

(a) it does so as principal and not as Handsfree Group's agent; and

(b) title to the Goods shall pass from Handsfree Group to the Customer immediately before the time at which resale by the Customer occurs.

5.4 If before title to the Goods passes to the Customer the Customer becomes subject to any Event of Insolvency then, without limiting any other right or remedy Handsfree Group may have:

(a) the Customer's right to resell Goods or use them in the ordinary

course of its business ceases immediately; and

(b) Handsfree Group may at any time:

(i) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and

(ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

6. Provision Of Services

6.1 Handsfree Group shall supply the Services to the Customer in accordance with good practice in its industry, using appropriately qualified and skilled personnel and in accordance with the Service Specification in all material respects.

6.2 Handsfree Group shall use reasonable endeavours to provide the Installation and Call Out and Repair Services in accordance with the Schedule.

6.3 The Installation Services will be deemed completed when the installation engineer has carried out appropriate tests on the installation and has signed off the completed work with the Customer (Customer Sign Off).

6.4 Handsfree Group shall use all reasonable endeavours to meet any performance dates or performance times for the Services specified in the Order or its acknowledgment, or in the Schedule, but any such dates or times shall be estimates only and time shall not be of the essence for the performance of the Services.

7. Customer's Obligations

7.1 The Customer shall:

(a) ensure that the terms of the Order is complete and accurate;

(b) provide at least 1 clear Business Day's notice to Handsfree Group of any requested change to the time for performance of Call Out and Repair Services;

(c) provide at least the notice period for requests to changes to performance date of Installation Services or any other Services that are not Call Out and Repair Services set out in Handsfree Group's proposal for such services, or, if no such period is specified a reasonable period;

(d) ensure that the required vehicles are made available to Handsfree Group for the performance of any Installation Services at the date and time arranged for performance;

(e) co-operate with Handsfree Group in all matters relating to delivery of the Goods and in relation to the Services;

(f) keep a written record of any spot checks it makes on Handsfree Group's performance of the Installation Services and inform the Handsfree Group engineer immediately of any issues identified;

(g) provide Handsfree Group, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Handsfree Group to provide the Services;

(h) provide Handsfree Group with such information and materials as Handsfree Group may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

(i) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

(j) comply with all applicable laws, including health and safety laws and comply with any safety conditions for the performance of Services required by Handsfree Group; and

(k) keep any Goods, equipment, documents and other items provided by Handsfree Group at the Customer's premises in safe custody at its own risk, maintain them in good condition until returned to Handsfree Group (if appropriate), and not dispose of or use such items other than in accordance with Handsfree Group's written instructions or authorisation.

7.2 Without limiting or affecting any other right or remedy available to

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it, Handsfree Group:

- (a) shall not be liable for any failure to perform its obligations under the Contract to the extent such failure arises as a result of the act or omission of the Customer or failure to perform its obligations (Customer Default);
- (b) may charge the Customer a service abort fee up to 100% of the price of the Services if the Customer fails to comply with clauses 7.1(b) or 7.1(c), or where the Customer fails to comply with clause, 7.1(d), 7.1(g), 7.1(h), 7.1(i) or 7.1(j) and, as a result, Handsfree Group is, in Handsfree Group's reasonable opinion, unable to perform the relevant Services on the agreed date. The parties acknowledge that this is to allow Handsfree Group to recover its costs associated with cancellations at late notice or aborted performance of services due to Customer Default.
- (c) may suspend performance of Services until the Customer remedies the Customer Default;
- (d) shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Handsfree Group's failure to perform its obligations as a result of a Customer Default.
- (e) may demand, and the Customer shall reimburse Handsfree Group on written demand for any reasonable costs or losses sustained or incurred by Handsfree Group (which are not covered by clause (b) above) arising directly or indirectly from the Customer Default, provided that Handsfree Group will use reasonable endeavours to mitigate such losses.

8. Charges And Payment

8.1 The price for Goods:

- (a) shall be the price set out in the Order or, if no price is quoted, the price set out in Handsfree Group's published price list as at the date of delivery; and
- (b) does not include costs and charges for packaging, insurance, transport of the Goods, which Handsfree Group will invoice to the Customer separately.

8.2 The price for Call Out and Repair Services, Goods and related Installation Services and any other Services shall be as set out in the Order or as otherwise agreed in writing between the parties. Handsfree Group may increase the charges for the Service Call Out and Repair Services annually with effect from the date upon which they were originally agreed and upon each anniversary thereof.

8.3 With respect to prices for Services, Handsfree Group may charge an overtime rate of 40% of the fees for labour set out in any proposal for such services or as otherwise agreed between the parties for work the Customer later requests to be carried out outside Business Hours.

8.4 Handsfree Group may:

- (a) increase the price of the Goods and Installation Services, by giving notice to the Customer at any time before delivery or performance, to reflect any increase in the cost of the Goods or Installation Services to Handsfree Group that is due to:
 - (i) any factor beyond the control of Handsfree Group (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and supply chain costs);
 - (ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Service Specification; or
 - (iii) any delay caused by any instructions of the Customer in respect of the Goods, Services or Configuration or any Customer Default.

8.5 If payment has not been made with the Order, Handsfree Group may invoice the Customer as follows:

- (a) Where only Goods are ordered, on or at any time after completion of delivery;
- (b) Where Goods and related Installation Services are ordered or, where Installation Services only are ordered, on or at any time after Customer Sign Off;
- (c) Where Handsfree Group provides Call Out and Repair Services

on or at any time after such services are deployed; and

- (d) For any other Services, monthly in arrears.

8.6 Handsfree Group will include on invoices the Customer Order number and set out details of the Goods or Services provided.

8.7 The Customer shall pay each invoice submitted by Handsfree Group:

- (a) in accordance with any credit terms agreed by Handsfree Group and confirmed in writing to the Customer, or if no such terms are agreed, within 30 days of the date of the invoice; and
- (b) in full and in cleared funds to a bank account nominated in writing by Handsfree Group, and time for payment shall be of the essence of the Contract.

8.8 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax or any other applicable sales tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by Handsfree Group to the Customer, the Customer shall, on receipt of a valid VAT invoice from Handsfree Group, pay to Handsfree Group such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

8.9 If the Customer fails to make a payment due to Handsfree Group under the Contract by the due date, then, without limiting Handsfree Group's remedies under clause 12 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.9 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

8.10 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9. Intellectual Property Rights

9.1 All Intellectual Property Rights in the Materials are owned by or licensed to Handsfree Group.

9.2 Handsfree Group grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Material for the purpose of receiving and using the Materials in its business.

9.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 9.2.

10. Confidentiality

10.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 10.3.

10.2 Save as permitted by clause 10.3 the Supplier shall keep confidential any Vehicle Information Specification and any pricing information provided to it by Handsfree Group.

10.3 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 10; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.4 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

11. Limitation Of Liability

11.1 Nothing in the Contract limits any liability for:

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- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
- (d) any matter in respect of which it would be unlawful to exclude or restrict liability..

11.2 Subject to clause 11.1 Handsfree Group shall not be liable for:

- (i) loss of profits;
- (ii) loss of sales or business;
- (iii) loss of agreements or contracts;
- (iv) loss of anticipated savings;
- (v) loss of use or corruption of software, data or information;
- (vi) loss of or damage to goodwill; or
- (vii) indirect or consequential loss.

11.3 Subject to clause 11.2 Handsfree Group's total liability to the Customer under the Contract shall not exceed the value of the Total Charges in the 12 month period commencing on the Commencement Date or any anniversary of it.

11.4 Any amounts awarded or agreed to be paid under clause 4.2 or the value of any repair work (as determined by Handsfree Group acting reasonably) carried out under that clause shall count towards the cap on Handsfree Group's liability under clause 11.2.

11.5 The restrictions on liability in this clause 11 apply to every liability arising out of or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

11.6 This clause 11 is intended to survive termination of the Contract.

12. Termination

12.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within fourteen (14) Business Days after receipt of notice in writing to do so;
- (b) the other party suffers an Event of Insolvency;

12.2 Without affecting any other right or remedy available to it, Handsfree Group may terminate the Contract with immediate effect by giving written notice to the Customer if: i) the Customer fails to pay any amount due under the Contract on the due date for payment, or ii) there is a Change of Control of the Customer.

12.3 Notwithstanding the provisions of clauses 12.1 and 12.2 above and without affecting any other right or remedy available to it, Handsfree Group may suspend the supply of Services and all further deliveries of Goods under the Contract or any other contract between the Customer and Handsfree Group if: i) the Customer fails to pay any amount due under the Contract on the due date for payment, ii) the Customer becomes subject to an Event of Insolvency or, iii) Handsfree Group reasonably believes that the Customer is about to become subject to an Event of Insolvency..

13. Consequences Of Termination

13.1 On termination of the Contract:

- (a) the Customer shall immediately pay to Handsfree Group all of Handsfree Group's outstanding unpaid invoices and interest and, in respect of and Goods supplied and Services performed for which no invoice has been submitted, Handsfree Group shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return any Goods which have not been fully paid for and any Materials which relate to any Services which have not been fully paid for. If the Customer fails to do so, then Handsfree Group may enter the Customer's premises and take possession of

them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

13.2 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

13.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

14. General

14.1 Assignment and other rights. Handsfree Group may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract. The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Handsfree Group.

14.2 Notices. Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case) or sent by email, in the case of Handsfree Group to the email address set out in the acknowledgement of order and, in the case of the Customer, to the email set out in the Order. Any notice shall be deemed to have been received: i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; iii) if sent by fax or email, at the time of transmission, or, if this time falls outside the hours of 9.00am to 5.00pm Monday to Friday on a Business Day, 9.00am on the following Business Day. This clause 14.2 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14.3 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 14.3 shall not affect the validity and enforceability of the rest of the Contract.

14.4 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

14.5 Force Majeure. Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control including acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of war, any law or action taken by a government or public authority including imposing an export or import restriction not in place as at the date of this Contract, quota or prohibition or failing to grant a necessary licence or consent, collapse of buildings, fire, explosion or accident and any labour or trade dispute, strikes, industrial action or lockouts (other than by the party seeking to rely on this clause (a Force Majeure Event)).

14.6 No partnership or agency. Nothing in the Contract is intended

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to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

14.7 Entire agreement. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Nothing in this clause shall limit or exclude any liability for fraud.

14.8 Third party rights. The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

14.9 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

14.10 Governing law. The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

14.11 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

15. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

15.1 DEFINITIONS:

App	the application "datalive defect app".
Business Day	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Call Out & Repair Services	the services supplied by Handsfree to the Customer to carry out service calls and repairs as set out in schedule 1.
Commencement Date:	has the meaning given to it in Clause 1.2.
Conditions	these terms and conditions as amended from time to time in accordance with clause 15.9.
Configuration	the specification for the configuration of the Goods on installation, including any relevant plans or drawings, that is agreed in writing by the Customer and Handsfree Group.
Contract	the contract between Handsfree Group and the Customer for the supply of Goods and/or Services in accordance with these Conditions.
Control	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.
Customer	the person or firm who purchases the Goods and/or Services from Handsfree Group
Customer Sign Off	has the meaning given in clause 6.3
Delivery Location	has the meaning given in clause 3.2.
Force Majeure Event	has the meaning given to it in clause 14.

Event of Insolvency means in relation to a party:

- (a) the party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (b) the party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (c) the party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

Goods

Handsfree Group

Installation Services

Order

the goods (or any part of them) set out in the Order.

Handsfree Group LTD, registered in England and Wales with company number 05519584.

Intellectual Property Rights
patents, rights to inventions, copyright, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

the services supplied by Handsfree to the Customer to install the Goods or any other goods as described in the Service Specification.

Materials
any materials provided by Handsfree to the Customer relating to the Configuration or the Services including the Vehicle Installation Specification, documentation related to the Vehicle Installation Specification, training manuals and any other information or guidance documentation provided by Handsfree to the Customer.

the Customer's order for the supply of Goods and/or Services, as set out in

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Services

the Customer's purchase order form, through Handsfree's Website, the App or via email or telephone communication.

Service Specification

means the Installation Services, the Call Out and Repair Services and any other services Handsfree may from time to time agree in writing to provide to the Customer.

Total Charges

means all sums paid or due to be paid by the Customer under the Contract in respect of Goods and Services actually supplied by Handsfree Group, whether or not invoiced to the Customer.

Vehicle Information Specification

means the document(s) provided by Handsfree Group to the Customer upon the completion of Installation Services giving details of the Configuration and its components, the bill of materials, serialisation records and testing procedures.

Website

www.handsfree.co.uk, www.vehicletechstore.co.uk and www.justconnectme.co.uk

15.2 Interpretation:

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

A reference to a party includes its successors and permitted assigns.

A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

A reference to writing or written includes email.

Schedule – Installation and Call Out and Repair Services

Service Type

Item

Detail

Installation and Call Out and Repair

Confirmation of receipt of Orders

Within 1 Business Hour, for request received after 4pm pm on a Business Day Handsfree Group will provide a response by 10am the next Business Day

Installation and Call Out and Repair

Confirmation of services carried out

Emailed to Customer contact by 10am on the Business Day following completion of the installation

Installation and Call Out and Repair

Relevant standard

FCS1362

Call Out and Repair

Installation and Call Out and Repair

Time for performance of services

Within 5 Business Days of confirmation of Order for UK areas except for remote postcodes (see our Service Fleet Vehicle Installation documentation for more information)*

Installation and Call Out and Repair

Changes to scheduled date for performance

Not later than midday on the Business Day prior to the scheduled date for performance

Installation and Call Out and Repair

Mileage on Customer vehicles

No mileage to be added to Customer vehicles without the prior written consent of the Customer

***Details of servicing for remote postcodes or outside the United Kingdom available on application by contacting planning@HandsfreeGroup.co.uk.**



Handsfree Group

Driven Technology.

USA
www.handsfree.com

United Kingdom
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