



DIANEMO® Terms and Conditions

1.0 Definitions

In these Terms and Conditions the following words shall have attributed to them the meanings specified.

- 1.1 'CHT' shall mean Convergent Home Technologies Ltd. whose registered office is at 47 Church Street, Great Baddow, Chelmsford, Essex, CM2 7JA.
- 1.2 'Customer' shall mean the person, company or any other body that purchases or agrees to purchase Goods, whether a Consumer or Trade Customer.
- 1.3 'Consumer' shall have the same meaning as attributed by The Consumer Protection (Distance Selling) Regulations 2000 or any statutory modification thereof, where such Regulations apply.
- 1.4 'Trade Customer' shall mean a Customer who buys Goods for the purpose of a business and not as a Consumer.
- 1.5 'Goods' shall mean all products which the Customer agrees to buy from CHT to enable the DIANEMO® System including DIANEMO® hardware, DIANEMO® documentation, DIANEMO® software products licensed for use by the Customer and any other hardware or software products purchased at the request of the Customer.
- 1.6 'Quotation' shall mean the document prepared by CHT describing the Goods, including for the cost of installation, if specified, the amount of any deposit together with the total amount payable and the due date(s) for settlement by the Customer.
- 1.7 'Installation' shall mean the Commissioning of Goods that operate as described in the Brochure.
- 1.8 'Commissioning' means bringing into operation.
- 1.9 'DIANEMO® System' means the combined hardware and software in a fully operational condition.
- 1.10 'Services' shall mean the provision, by CHT or a third party, of facilities to support the DIANEMO® System on an ongoing basis. A fee will be payable to CHT for the provision of such facilities. Services include, but are not limited to, Online Support, access to the DIANEMO® Electronic Programme Guide (DEPG) and DIANEMO® System upgrades.
- 1.11 'Online Support' means diagnostic checks carried out remotely by CHT in the event of DIANEMO® System malfunction. Where it is possible to rectify the malfunction remotely, this will be included in the Online Support.
- 1.12 'Contract' shall mean the Contract between CHT and the Customer.
- 1.13 'Brochure' shall mean any published promotional material produced by CHT.
- 1.14 'Working Days' shall mean Monday to Friday inclusive but exclusive of Bank Holidays.
- 1.15 'Warranty Period' shall mean two years from the date of Commissioning.
- 1.16 'Customer's Registered Address' shall mean the address of the Customer that is already registered with CHT or the address registered with the issuing company of any debit or credit card which is used as a means of payment for Goods.

2 General

- 2.1 All orders for Goods are accepted by CHT subject to these terms and conditions of sale. These constitute the entire understanding between CHT and the Customer for the sale of Goods. CHT accepts responsibility under these terms and conditions for its commitments to the consumer; CHT also accepts responsibility by its duly authorized agents.
- 2.2 All descriptions and illustrations contained in the Brochure or any prices listed or otherwise communicated to the Customer are correct at the time of publication.
- 2.3 Goods will be supplied based on any information provided by the customer.
- 2.4 Any Brochure published by CHT is an invitation to treat and not an offer to supply.
- 2.5 CHT reserves the right without prior notice to discontinue any Goods or to make design changes as part of a continuous programme of improvement or to assist availability.
- 2.6 Subject to condition 2.7 any advice or recommendation given by CHT or its employees or agents to the Customer dealing as a

Trade Customer as to the storage, application or use of the Goods is followed or acted upon entirely at the Trade Customers own risk (except in the case of manifest error, gross negligence or contractual misrepresentation by CHT).

2.7 Condition 2.6 shall not apply to any Customer purchasing Goods as a Consumer.

3 Orders

3.1 CHT reserves the right to decline to trade with any person or organisation. In addition, and notwithstanding any other provisions of these conditions of sale, CHT may decline to accept any order, by giving notice of non-acceptance to the Customer by email, facsimile or telephone within 24 hours (excluding weekends and public holidays) of receipt by CHT of an order. In the event that CHT declines to accept an order in respect of which payment has been received, the full amount of such payment will be refunded.

4 Quotation

4.1 A Quotation will be valid for only 30 days from the date of issue and will not normally be issued before a survey of the home where Goods are to be installed.

4.2 CHT reserves the right to withdraw or amend a quotation if, prior to installation, facts come to light which materially vary the work required to install the DIANEMO® System.

5 Installation

5.1 CHT will rely on the customer to provide accurate information pertaining to the location of pipes, cables and other hidden devices carrying or connected to services (gas, electricity and water) within the Customer's home. CHT will not be liable for any damage, injury or death, however caused, which results from failure by the Customer under this condition.

5.2 Installation may include the provision of network and other cabling for the DIANEMO® System. This could result in some modifications to the Customer's home which will be discussed before the Quotation is provided and summarised in the Quotation. Acceptance of the Quotation will be deemed to be an acceptance of these modifications.

5.3 Installation does not include the cost of making good any alterations to the Customer's property necessary to meet CHT's obligations under condition 5.2. For the avoidance of doubt, CHT shall not be liable for any damage except in the case of manifest error or gross negligence.

6 Payments

6.1 Payment shall be made by the Customer for all monies owed to CHT in respect of orders as specified in the Quotation.

6.2 All Goods will remain the property of CHT until payment is made in full to CHT in accordance with the Quotation.

6.3 The Quotation will specify the deposit and the total amount due. The deposit will be payable by debit or credit card prior to installation. The balance specified in the quotation will be charged to the Customer's debit or credit card on completion of the installation. CHT does not offer Credit terms.

7 Ownership and Risk

7.1 The risk of damage to or loss of Goods ordered from CHT will pass to the Customer when the Goods are delivered.

7.2 CHT shall not be responsible for any damage to the DIANEMO® System after Commissioning, however caused and the costs of restoring the DIANEMO® System shall be borne by the Customer.

8 Order Cancellations

8.1 In the event of cancellation of an order by the Customer prior to Commissioning and after payment of any deposit, CHT will, at its own discretion, retain all or part of the deposit. CHT also reserves the right to invoice for any additional costs incurred.



9 Warranty

9.1 At the end of the Warranty Period a fee, as published by CHT from time to time, shall be charged for Services in accordance with clause 1.10.

9.2 Faulty Goods under Warranty - any defects in the Goods which under proper use appear within the Warranty Period and which are due to faulty materials, workmanship or design will be made good by CHT either by repair or, at the sole discretion of CHT, by replacement or refund. Any repair is based on equipment being returned to CHT's premises. If it is necessary to repair on-site a call-out charge will apply. Any claim for defective Goods or parts must be made in writing (specifying the date of purchase and invoice number) within 28 days of delivery.

9.3 All warranties and conditions which are capable of being excluded by statute or otherwise are excluded from any contract provided that nothing in the contract shall affect the statutory rights of the Consumer or liability for death or personal injury caused by the negligence of CHT.

9.4 Conditions 9.2 to 9.3 inclusive do not affect the statutory rights of a Consumer under the Consumer Protection (Distance Selling) Regulations 2000 or any statutory modification thereof.

10 Product Performance

The responsibility for ensuring that Goods are sufficient and suitable for the Customer's requirements rests with the Customer save insofar as CHT have specifically advised the Customer that the Goods are sufficient and suitable for the Customer's purposes.

11 Copyrights, Patents, Intellectual Property & Information

Goods referred to in any CHT Brochure, correspondence or invoice may be subject to a patent, trade mark, registered design, copyright, topography right or other right of a third party. CHT owns full copyright in respect of any Brochure whether published in paper or electronic form. The reproduction, storage in a retrieval system, or transmission, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, in part or in whole, is prohibited without the prior written consent of CHT. Notwithstanding any other term of these conditions of sale, title in any software program that forms part of the Goods purchased is retained by CHT and will not pass to the Customer. Such software programs may only be used by the Customer and a revocable non-exclusive licence is hereby granted for the sole use of the Customer (so far as CHT are able to grant such licence) and any software must not be copied or altered or otherwise modified in any way.

12 Data Protection

12.1 By placing an order with CHT the Customer agrees to personal data, as defined by the Data Protection Act 1998, being held on CHT's database. This data will be used by CHT for its own accounting and marketing activities and will not be passed to a third party. If a Customer wishes to be removed from this database, the Customer should request same by writing to its registered office or by e-mail to customerservice@cht.co.uk or by calling 01245 330100.

12.2 Telephone calls and e-mails to CHT may be recorded or monitored for the purposes of security, training and quality assurance.

13 Limitation of Liability

13.1 To the extent permitted by law, CHT accepts no liability whatsoever or howsoever arising in respect of loss, damage or expense arising from errors in information or advice provided whether or not due to CHT's negligence or that of its employees, agents or sub-contractors save for any loss or damage arising from death or personal injury.

13.2 To the extent permitted by law, CHT shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of any Contract with the

Customer, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses

or other claims for compensation whatsoever (whether caused by the negligence of CHT, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Customer.

13.3 The entire liability of CHT under or in connection with the Contract with the Customer shall not exceed the price of the Goods except as expressly provided in these terms and conditions.

14 Force Majeure

CHT shall not be liable to the Customer or deemed to be in breach of Contract by reason of any delay in performing, or any failure to perform, any obligations of CHT, provided that the delay or failure was due to any cause beyond reasonable control of CHT. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond reasonable control of CHT: Act of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of CHT or of a third party); difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery.

15 Law

All contracts between CHT and the Customer shall be governed by and interpreted in accordance with English Law and both CHT and the Customer submits to the exclusive jurisdiction of any competent Court in the United Kingdom.

16 Consumer Protection

Nothing contained herein shall affect a Consumer's rights under the Unfair Contract Terms Act 1977 or any regulations made under it including the Unfair Terms in Consumer Contracts Regulations 1994.

17 Rights of Third Parties

For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is agreed by CHT and the Customer that nothing in any contract shall confer on any third party any right to enforce or any benefit of any term of any contract that may be concluded by them.