

fonaCAB (Belfast) Limited TERMS AND CONDITIONS OF BUSINESS

1. Definitions

In these terms and conditions of business ("these Terms"), unless the context requires otherwise, the following words shall have the following meanings: "Buyer" means the company, firm, body or person requiring the services of the Company. "Company" means fonaCAB (Belfast) Limited. "Force Majeure Event" means any event beyond the reasonable control of a party including, without limitation, strikes, lock-outs, labour disputes, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant vehicle or machinery, fire, flood, storm; "Order" means a purchase order in respect of Services provided; "Services" means work and/or services or any of them to be performed by the Company to the Buyer pursuant to any Order. "Agent" means the capacity in which fonaCAB (Belfast) Limited act on behalf of Drivers for both cash and account work.

2. Applicability of these Terms

2.1 The Company's quotations are not binding on the Company and a contract (the "Contract") will only come into being upon acceptance by the Company of the Order and the following conditions shall be deemed to be incorporated into the Contract. 2.2 Orders are accepted and services rendered exclusively on the basis of these Terms. These Terms shall apply to the present transaction and also to all future transactions even if not referred to subsequently. If not accepted earlier these Terms shall be deemed to have been accepted on acceptance of our Services. The Company hereby disapples any inconsistent terms of business or conditions of purchase offered by the Buyer.

2.3 Any deviation from or addition to these Terms or the Contract shall be effective only if confirmed in writing by an employee of the Company having actual authority to depart from these Terms or the Contract.

2.4 The Buyer acknowledges that there are no representations outside these Terms which have induced him to enter into the Contract and these Terms shall constitute the entire understanding between the Buyer and the Company.

2.5 All descriptions and illustrations contained in the Company's price lists and advertisements or otherwise communicated to the Buyer are intended merely to present a general idea of the goods described therein, and nothing contained in any of them shall form any part of the Contract.

3. Orders and Conclusion of Contract

3.1 All Orders, acceptances, additions, amendments and supplementary agreements will be ineffective unless confirmed in writing by the Company.

4. Prices

4.1 Prices quoted by the Company shall only be binding on the Company when made in writing and are subject to withdrawal at any time before receipt of an unqualified order from the Buyer and shall be deemed to be withdrawn unless accepted within 30 days from their date.

4.2 The Supplier reserves the right to increase the price of the service if the journey undertaken is to be extended beyond the City boundary, and to request a cash deposit at the commencement of the journey.

4.3 Unless otherwise agreed in writing, the costs of insurance will be borne by the Supplier

4.4 Where the price for the Goods or the Services is varied in accordance with clause 4.2, the price as varied shall be binding on both parties and shall not give either party any option of cancellation.

4.5 Value Added Tax and / or any other relevant tax at the prevailing amount will be added to your charges if applicable. Currently VAT is applicable only to the administration element of any account invoice which fonaCAB (Belfast) Limited produce in their capacity as Agent and is clearly shown separately on the invoice if charged.

5. Terms of Payment

5.1 Prices quoted are in sterling unless otherwise agreed. Subject to credit being approved in writing by the Company accounts are due for payment within 30 days of the date of the invoice.

5.2 Where contract work is to be performed over a period in excess of one month the value of work carried out shall be ascertained by the Company at the end of each month and (unless the Contract expressly provides) a sum equal to such value (or any percentage thereof specified in the Contract) shall be invoiced and such invoice shall be paid in accordance with the foregoing provisions of this clause.

5.3 Without prejudice to any other rights the Company may have, failure by the Buyer to pay any invoice in accordance with the foregoing terms or other terms specified in the Contract shall entitle the Company without notice, to suspend further work both on the same Order and on any other Order from the Buyer.

5.4 If the buyer is in default the Company shall be entitled to treat that failure as a repudiation of the Contract by the Buyer entitling the Company to recover damages for such breach and the Buyer shall automatically be obliged to pay daily compounded interest on each amount overdue from and including the date on which it became overdue at a rate of 2.5 per cent above the base rate of First Trust Bank Limited.

5.5 The Company reserves the right, where genuine doubt arise as to a Buyer's financial position or in the case of failure to pay for services provided as aforesaid, without notice, to suspend performance of any order or any part or installment without liability until payment or satisfactory security for payment has been provided. 5.6 The whole of the price shall not be treated as paid until any cheque, bill of exchange or other instrument of payment given by the Buyer has been met on presentation and cleared or otherwise honoured in accordance with its terms.

6. Delivery Performance

6.1 The dates for provision of the services are approximate only and, unless otherwise expressly stated, time is not of the essence for performance. The Company shall not be liable for any delay in performance or failure to perform which is due to Force Majeure Event or to any other events beyond the control of the Company which renders performance substantially more difficult or impossible. In the event of such delay the Company shall be entitled to cancel the Contract entirely or partially in so far as it has not been performed without incurring any liability for non-performance.

6.2 In the event of default in payment by the Buyer of the whole or any part of any payment due to the Company for Services or otherwise, the Company shall not be obliged to provide any further service until all outstanding payment has been made.

6.3 The Company shall not be liable for any indirect or consequential financial loss resulting from delay in performance or for any other loss or damage (except for death or personal injury) in excess of the value of Services whose supply is delayed.

6.4 The Company shall not be liable for any loss of any kind to the Buyer arising from any late or non performance, nor shall the liability of the Buyer to the Supplier be diminished or extinguished by reason of such loss. For the avoidance of doubt the Company shall accept no loss of any kind arising from missed travel connections, business appointments or missed schedules of any kind.

7. Delay and Waiting

7.1 If for any reason the Buyer or the Buyer's customer (as the case may be) cancels the service without giving 24 hours notice or requests that the Company's representative stop, wait or break the journey for any reason, then the Buyer will be responsible for the costs incurred in so doing. This provision is without prejudice to any other right which the Company may have in respect of the Buyer's or the Buyer's customer's failure to accept the services or pay for them in accordance with the Contract.

8. Electronic Communications

8.1 The Company may wish to send messages and/or documents to the Buyer by electronic mail ("e-mail"). Unless the Buyer notifies the Company otherwise, the Company will treat the Buyer's acceptance of these terms as including the Buyer's consent to use email and the procedures set out below.

8.2 Where messages are sent by e-mail the Buyer and the Company will:

8.2.1 where matters are urgent supplement the e-mail with a telephone call to confirm appropriate action is being taken;

8.2.2 where the e-mail is confidential, indicate clearly if a non e-mail response is required; and

8.2.3 carry out procedures to protect the integrity of data and, in particular, it is the recipient's responsibility to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.

8.3 All risks connected with sending commercially sensitive information relating to the Buyer's business are borne by the Buyer and are not the Company's responsibility. If the Buyer does not accept this risk the Company should be notified in writing that e-mail is not acceptable.

9. Assignment and sub-contracting

9.1 The Company shall be entitled to subcontract any work relating to the Contract without obtaining the consent of, or giving notice to, the Buyer

10. Notices

10.1 Any notice under or in connection with these Terms shall be in writing in the English language and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air mail if overseas) or by facsimile, to the party due to receive the notice or communication at its address.

10.2 In the absence of evidence of earlier receipt any notice shall be deemed to have been duly given:

10.2.1 if delivered personally when left at the address provided by the parties;

10.2.2 if sent by mail other than air mail, (two) days after posting it;

10.2.3 if sent by air mail, [six] day after posting it; and

10.2.4 if sent by facsimile, on completion of its transmission.

10.3 In proving service (without prejudice to any other means):

10.3.1 by post it shall only be necessary to prove the notice or document was contained in an envelope properly stamped and posted as provided in this clause;

10.3.2 by facsimile that the notice or document was duly received by production of a copy fax bearing the addressee's answer back code or automatic record of correct transmission.

11. Buyer Warranty and Indemnity

11.1 The Buyer agrees upon demand to indemnify the Company against all losses, damages, injury, costs and expenses of whatever nature suffered by the Company to the extent that the same are caused by or related to:

11.1.1 damage to the vehicle, whether internal or external caused wholly or partly by the Buyer or its representatives, companions etc howsoever arising; or

11.1.2 injury or loss to the Company's representatives caused wholly or partly by the Buyer or its representatives, companions etc howsoever arising.

12. Non-standard Orders

12.1 Where the Buyer requests a service of a type, size or quality not normally provided by the Company, the Company will use all reasonable endeavours to execute the order, but if it provides impossible, impracticable or uneconomical to carry out or complete the order, the Company reserves the right to cancel the contract or the uncompleted balance of it, in which event the Buyer will only be liable to pay for the part of it actually delivered or performed.

13. Invalidity

13.1 The invalidity illegality or unenforceability of any provision of these conditions will not affect the other conditions

14. Jurisdiction; Applicable Law; Severability

14.1 These Terms or any Contract shall be governed by, and shall be construed in accordance with, the laws of Northern Ireland.

14.2 Each party irrevocably agrees for the benefit of the Company that the Courts of Northern Ireland shall have exclusive jurisdiction to hear and determine any suit action or proceedings, and to settle any disputes which may arise out of or in connection with these

Terms or any Contract and for such purposes, irrevocably submits to the jurisdiction of the courts of Northern Ireland in determining matters hereunder

14.3 The submission to the jurisdiction of the courts of Northern Ireland shall not (and shall not be construed so as to) limit the right of the Company to take Proceedings against the Buyer in any other court of competent jurisdiction, nor shall the taking of Proceedings by the Company in any one or more jurisdictions preclude the Company taking Proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

14.4 In the event that any provision of these Terms is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or by mutual agreement of the parties, it may be severed from these Terms and the remaining provisions of these Terms shall remain in full force and effect.

15. Variation

15.1 The Company shall not be bound by any variation, waiver of or addition to these conditions except as agreed by both parties in writing and signed on their behalf by their duly authorised representatives.