



Changes to Purchased Equipment terms effective from 1st January 2021

We have made some changes (as shown below) to our standard Purchased Equipment terms. Several of the products we sell have terms like the ones set out below in them (paragraph numbers will vary). Where you have Purchased Equipment terms within your Contract they are amended as set out below with effect from 1st January 2021. If you have additional terms relating to Equipment within your Contract, they will continue to apply. We will be updating the specific product Schedules on this website over the next few weeks to reflect the changes.

0.1 Purchased Equipment

0.1.1 Delivery and Installation of Purchased Equipment

- (a) You will provide BT with the name and contact details of at least one individual who is responsible for receiving the Purchased Equipment at the Site(s).
- (b) Where a Site is located within the EU Territory, BT will dispatch any Purchased Equipment for delivery to the applicable Site as set out in any applicable Order.
- (c) Where a Site is located outside the EU Territory:
 - (i) you will act as the importer of record, clear the Purchased Equipment through the applicable customs authority in the destination country and be liable for any import tax, duty or excise duty incurred, and, if requested by BT, provide authorisation as soon as practicable, authorising BT or BT's agent to carry out BT's obligations as shipping agent. If you cannot give BT such authorisation, you will fulfil the shipping agent obligations on BT's behalf at your own cost; and
 - (ii) subject to your compliance with Paragraph 0.1.1(c)(i):
 - i. BT will deliver any Purchased Equipment to the applicable port of entry in the destination country ~~in accordance with Paragraph 0.1.1(b);~~ or
 - ii. if agreed between both of us in any applicable Order, BT will arrange shipping services to deliver the Purchased Equipment to the final destination address (es) as set out in any applicable Order.
- (d) Where a Site is located within the EU Territory, if agreed between both of us in any applicable Order, BT will, subject to Paragraph 0.1.1(a), install any Purchased Equipment at the applicable Site(s), and:
 - (i) test Purchased Equipment to ensure that it is ready for use; and
 - (ii) [on the date that BT has completed those tests, confirm to you that the Purchased Equipment is available for you to carry out any Acceptance Tests.]

~~(e) Where a Site is located within a country in the EU other than the Territory, BT will not:~~

- ~~(i) sell you the Purchased Equipment if you are not VAT registered in the delivery country; and~~
- ~~(ii) install the Purchased Equipment unless the Reverse Charge Mechanism applies to such services in that country.~~

~~(f)~~(e) Where a Site is located outside the EU Territory, BT will, subject to your compliance with Paragraph 0.1.1(c)(i), only sell you Purchased Equipment and not any associated installation.

~~(f)~~ In order to provide you with the Purchased Equipment and any installation services as set out in the Order, BT may transfer the provision and installation of Purchased Equipment outside the Territory to a BT Affiliate or a third party in accordance with Clause 26 of the General Terms.

0.1.2 Transfer of Title and Risk

- (a) Where the Purchased Equipment is delivered to a Site that is located within the Territory:
 - (i) title in the Purchased Equipment (except for the Intellectual Property Rights) will pass to you when you have paid for the Purchased Equipment in full;
 - (ii) where BT delivers or installs the Purchased Equipment, risk will pass to you on delivery of the Purchased Equipment, but you will not be liable for any loss or damage that is caused by BT's negligence; and



- (iii) where BT does not deliver or install the Purchased Equipment, risk will pass to you when you take possession of the Purchased Equipment.
- (b) Where the Purchased Equipment is delivered to a Site that is not located within the Territory:
 - (i) title in the Purchased Equipment (except for the Intellectual Property Rights) will pass to you upon dispatch from the final shipping point in the Territory (or in transit where shipped from outside the Territory); and
 - (ii) risk in the Purchased Equipment will pass to you in accordance with Incoterms® 20240 DAP, but you will not be liable for any loss or damage that is caused by BT's negligence.

Amend definitions as set out below:

“**Incoterms® 20240**” means the International Commercial Terms, which are a series of pre-defined commercial terms published by the International Chamber of Commerce and are a trademark of the International Chamber of Commerce.

“**Territory**” means the ~~country in which BT is registered as resident for corporate income tax purposes~~UK.