

# Purchased Equipment Schedule

## Schedule to the General Terms

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# Purchased Equipment Schedule to the General Terms

## A note on 'you'

'You' and 'your' mean the Customer.

Phrases that refer to 'each of us', 'both of us' or 'we both' mean one or both of BT and the Customer, whichever makes sense in the context of the sentence.

## Part A – The Service

### 1. Service Summary

BT will provide you with the Purchased Equipment and any associated installation services or maintenance services as set out in any applicable Annex or Order, as may be further described in an Annex to this Schedule (the "**Service**").

### 2. Service Amendment

2.1 You may request, by giving BT Notice, a change to:

2.1.1 an Order for the Service (or part of an Order) at any time before the applicable Service Start Date; or

2.1.2 the Service at any time after the Service Start Date.

2.2 If you exercise your right under Paragraph 2.1, and except where a change results from BT's failure to comply with BT's obligations under the Contract, BT will, within a reasonable time, provide you with a written estimate, including:

2.2.1 the likely time required to deliver the changed Service; and

2.2.2 any changes to the Charges due to the changed Service.

2.3 BT has no obligation to proceed with any change that you request under Paragraph 2.1, unless and until we both agree in writing on the necessary changes to the Charges, implementation timetable and any other relevant terms of the Contract to take account of the change.

2.4 If BT changes a Service prior to the Service Start Date because you have given BT incomplete or inaccurate information, BT may, in its reasonable discretion, apply additional reasonable Charges.

2.5 If BT provides you with any service(s) other than the Service, this Schedule will not apply to those service(s) and those service(s) will be governed by their separate terms and conditions.

### 3. Laws and Regulations

#### 3.1 Consumer Regulations

Where you place an Order acting for purposes which are related to your trade, business or profession, it will be deemed a business to business transaction to which the Consumer Protection (Distance Selling) Regulations 2000 as amended by the Consumer Protection (Distance Selling) (Amendment) Regulations 2005 do not apply.

#### 3.2 Sale of Goods

The UN Convention on Contracts for the International Sale of Goods will not apply to the Contract.

#### 3.3 WEEE Directive

3.3.1 You will be responsible under Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 ("**WEEE Directive**") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become waste electrical and electronic equipment ("**WEEE**").

3.3.2 Each of us acknowledge that for the purposes of Article 13 this Paragraph 3.3 is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.

3.3.3 You will be responsible for any information recording or reporting obligations imposed by the WEEE Directive.

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- 3.3.4 You will indemnify BT against any claims or legal proceedings that are brought or threatened against BT by a third party which would not have been caused or made had you fulfilled your express or implied obligations under this Paragraph 3.3 or in connection with the WEEE Directive.
- 3.3.5 BT will notify you of any such claims or proceedings and keep you informed as to the progress of such claims or proceedings.

## Part B – Delivery, Installation and Charges

### 4. BT's Obligations

- 4.1 Where applicable before the Service Start Date and, where applicable, throughout the provision of the Service, BT will:
- 4.1.1 comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at a Site and are notified to BT in writing. BT will not be liable if, as a result of any such compliance, BT is in breach of any of its obligations under this Contract;
  - 4.1.2 provide you with a date on which delivery of the Service (or each part of the Service, including to each Site) is due to start ("**Customer Committed Date**"), but all dates are estimates;
  - 4.1.3 where the Site is located within the EU, dispatch the Purchased Equipment for delivery to the applicable Site as set out in the Order;
  - 4.1.4 where the Site is located outside the EU, subject to your compliance with Paragraph 5.1.1:
    - (a) deliver the Purchased Equipment to the applicable port of entry in the destination country in accordance with Paragraph 7.2 and you will act as the importer of record; or
    - (b) if agreed between both of us in the Annex or an Order, BT will arrange shipping services to deliver the Purchased Equipment to the final destination address(es) specified in the Annex or Order;
  - 4.1.5 if agreed between both of us as set out in the Annex or an Order, install the Purchased Equipment at the applicable Sites, in which case BT will:
    - (a) test Purchased Equipment to ensure that it is ready for use; and
    - (b) 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 as set out in Paragraph 5.2.
- 4.2 Where the Site is located within a country in the EU other than the Territory:
- 4.2.1 BT will not sell you the Purchased Equipment if you are not VAT-registered in the delivery country; and
  - 4.2.2 BT will not include installation unless the Reverse Charge Mechanism applies to such services in that country.
- 4.3 Where the Site is located outside the EU BT will not sell you Purchased Equipment with associated installation.
- 4.4 In the cases of Paragraphs 4.2 and 4.3 above, and as BT may otherwise agree, in order to provide you with the Purchased Equipment and any installation services specified in the Annex or Order, BT may transfer the provision and invoicing of Purchased Equipment and installation outside the Territory to a BT Affiliate or a third party in accordance with Clause 26 of the General Terms.

### 5. Your Obligations

- 5.1 Where applicable before the Service Start Date and, where applicable, throughout the provision of the Service by BT, you will:
- 5.1.1 where the Site is located outside the EU, 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 and/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 such authorisation, you will be responsible for fulfilling those obligations on BT's behalf at your own cost;
  - 5.1.2 provide BT with the names and contact details of any individuals authorised to act on your behalf for Service management matters, but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;
  - 5.1.3 provide BT with the name and contact details of at least one individual who will be responsible for receiving the Purchased Equipment at the Site;

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- 5.1.4 provide BT with any information reasonably required without undue delay;
- 5.1.5 provide BT, and BT's employees, agents, consultants and subcontractors, with access to Sites during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and install the Purchased Equipment, as specified in the Annex or Order;
- 5.1.6 notify BT in writing of any health and safety rules and regulations and security requirements that apply at a Site;
- 5.1.7 prepare and maintain the Site for the installation of Purchased Equipment, including:
  - (a) provide a suitable and safe operational environment for any Purchased Equipment including all necessary trunking, conduits, cable trays, power sockets and telecommunications connection points in accordance with BT's reasonable instructions and in accordance with applicable installation standards;
  - (b) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers and/or provide any openings in buildings required to connect Purchased Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or any maintenance services, as set out in the Annex or Order;
  - (c) complete any other preparation activities that BT may request, in accordance with any reasonable timescales, to enable you to receive the Service promptly; and
  - (d) carry out after installation any work that may be required to make good any cosmetic damage caused during the installation or any maintenance services, as set out in the Annex or Order.
- 5.2 If BT installs the Purchased Equipment, after receiving notice from BT under Paragraph 4.1.5(b), you will promptly carry out objective tests to determine whether the Purchased Equipment is ready for use ("**Acceptance Tests**").
- 5.3 On and from the Service Start Date, or the date of installation where BT installs the Purchased Equipment, you will comply with the provisions of any Software licences provided with or as part of the Service.
- 5.4 Until ownership in the Purchased Equipment transfers to you in accordance with Paragraph 7, you will:
  - 5.4.1 keep the Purchased Equipment safe and without risk to health;
  - 5.4.2 only use the Purchased Equipment, or allow it to be used, in accordance with any instructions BT may give and for the purpose for which it is designed;
  - 5.4.3 not move the Purchased Equipment or any part of it from the Site;
  - 5.4.4 not make any alterations or attachments to the Purchased Equipment without BT's prior written consent. If BT gives its consent, any alterations or attachments will become part of the Purchased Equipment;
  - 5.4.5 not sell, charge, assign, transfer or dispose of or part with possession of the Purchased Equipment or any part of it;
  - 5.4.6 not allow any lien, encumbrance or security interest over the Purchased Equipment, nor pledge the credit of BT for the repair of the Purchased Equipment or otherwise;
  - 5.4.7 not claim to be owner of the Purchased Equipment and ensure that the owner of the Site will not claim ownership of the Purchased Equipment, even if the Purchased Equipment is fixed to the Site;
  - 5.4.8 obtain appropriate insurance against any damage to or theft or loss of the Purchased Equipment;
  - 5.4.9 indemnify BT against all claims and proceedings arising from your use of the Purchased Equipment or if the Purchased Equipment is damaged, stolen or lost. You will keep BT informed of anything which may affect BT's rights, or involve BT in any proceedings, loss or liability;
  - 5.4.10 ensure that the Purchased Equipment appears in BT's name in your accounting books; and

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- 5.4.11 if there is a threatened seizure of the Purchased Equipment, or anything listed in Clause 18.3 of the General Terms applies to you, immediately notify BT and BT may take action to repossess the Purchased Equipment. You will also notify interested third parties that BT owns the Purchased Equipment.

### 6. Acceptance and Service Start Date

- 6.1 The Service Start Date will be the date that you accept the Purchased Equipment as set out in this Paragraph 6.
- 6.2 Where the Site is located within the Territory, the Purchased Equipment will be deemed to have been accepted:
- 6.2.1 if BT does not install the Purchased Equipment, when you take delivery or possession of the Purchased Equipment; and
- 6.2.2 if BT installs the Purchased Equipment, the earlier of:
- (a) the date you confirm acceptance in writing;
  - (b) if you have not notified BT in writing whether the Purchased Equipment has passed the Acceptance Tests by the end of the fifth Business Day following notification under Paragraph 4.1.5(b), the Business Day after that;
  - (c) the date that you notify BT in writing that the Purchased Equipment has not passed the Acceptance Tests and that is due to minor Incidents that do not affect the Purchased Equipment's performance; and
  - (d) if you notify BT in writing that the Purchased Equipment has not passed the Acceptance Tests and that is due to Incidents that affect the Purchased Equipment's performance, the date that BT notifies you that BT has remedied the non-conformance, which BT will remedy without undue delay.
- 6.3 Where the Site is not located within the Territory, acceptance of the Purchased Equipment will be deemed to take place on signature for the delivery at the port of entry, or at the final delivery address(es) that BT has agreed with you if BT is shipping the Purchased Equipment.
- 6.4 Except where you have relied on BT's written advice, it is your responsibility to satisfy yourself as to the suitability of Purchased Equipment for your needs.

### 7. Transfer of Title and Risk

- 7.1 Where the Purchased Equipment is delivered to a Site that is located within the Territory:
- 7.1.1 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;
- 7.1.2 if 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
- 7.1.3 if BT does not deliver or install the Purchased Equipment, risk will pass to you when you take possession of the Purchased Equipment.
- 7.2 Where the Purchased Equipment is delivered to a Site that is not located within the Territory:
- 7.2.1 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 if shipped from outside the Territory); and
- 7.2.2 risk in the Purchased Equipment will pass to you in accordance with Incoterms® 2010 DAP, but you will not be liable for any loss or damage that is caused by BT's negligence.

### 8. Invoicing

- 8.1 BT will invoice you for the Charges for the Service as set out in Paragraph 8.2 in the amounts and currency specified in the Order.

- 8.2 Unless stated otherwise in an applicable Annex or Order, BT will invoice you for:
- 8.2.1 Installation Charges, on the Service Start Date (or monthly in arrears prior to the Service Start Date for any work carried out where the planned installation period is longer than one month);
  - 8.2.2 Charges for Purchased Equipment on the date you take delivery or possession;
  - 8.2.3 any Recurring Charges monthly in advance from the Service Start Date (for any period where the Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis);
  - 8.2.4 De-installation Charges within 60 days of de-installation of the Service; and
  - 8.2.5 any Termination Charges incurred in accordance with Paragraph 9 upon termination of the relevant Service.
- 8.3 BT may invoice you for any of the following charges in addition to those set out in the Annex or Order:
- 8.3.1 charges for cancelling the Service in accordance with Clause 16 of the General Terms;
  - 8.3.2 charges for expediting provision of the Service at your request after you have been informed of the Customer Committed Date;
  - 8.3.3 charges for investigating an Incident in the Purchased Equipment that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract; and
  - 8.3.4 any other charges otherwise agreed between both of us.

### **9. Charges at the End of the Contract**

- 9.1 If you exercise your right under Clause 17 of the General Terms to terminate the Contract for convenience, you will pay BT as compensation:
- 9.1.1 all charges incurred by BT from a supplier due to the early termination;
  - 9.1.2 any remaining Charges outstanding for Purchased Equipment and services rendered; and
  - 9.1.3 any other Charges set out in the Annex or Order.

## Part C – Warranty

### 10. Warranty

- 10.1 At any time following the Service Start Date during the period set out in an Annex or Order (or any other period that BT gives you Notice of), if you report to BT (according to the process set out in the Annex or any other process that BT gives you Notice of) that there is an Incident in the Purchased Equipment which is due to faulty design, manufacture or materials, or BT's negligence, BT will, or will arrange for the manufacturer or other third party to, replace or (at BT's option) repair the part affected by, or causing the Incident free of charge, unless:
- 10.1.1 the Purchased Equipment has not been properly kept, used and maintained in accordance with the manufacturer's or BT's instructions, if any;
  - 10.1.2 the Purchased Equipment has been modified without BT's written consent;
  - 10.1.3 the Incident is due to accidental or wilful damage, interference with or maintenance of Purchased Equipment by persons other than BT, or a third party authorised by BT;
  - 10.1.4 the Incident is due to faulty design by you where the Purchased Equipment has been manufactured to your design; or
  - 10.1.5 the Incident is due to fair wear and tear.
- 10.2 If requested by BT, you will return the Purchased Equipment affected by an Incident to BT or to the manufacturer or other third party, in accordance with BT's instructions, for repair or replacement as set out in Paragraph 10.1.
- 10.3 BT does not warrant that the Software supplied under the Contract will be free of all Incidents or that its use will be uninterrupted, but BT will remedy any defects that significantly impair performance (where necessary, by arrangement between both of us) within a reasonable time.

### 11. Interoperability

BT does not make any representations, whether express or implied, about whether the Purchased Equipment will operate in combination with any other equipment or software.

### 12. Security

- 12.1 You are responsible for the proper use of any user names, personal identification numbers and passwords used with the Purchased Equipment, and you will take all necessary steps to ensure that they are kept confidential, secure and not made available to unauthorised persons.
- 12.2 BT does not guarantee the security of the Purchased Equipment against unauthorised or unlawful access or use.



## Part D – Defined Terms

### 13. Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the following meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this Schedule):

**“Acceptance Test”** has the meaning given in Paragraph 5.2.

**“Business Hours”** means between the hours of 0800 and 1700 in a Business Day.

**“Customer Committed Date”** has the meaning given in Paragraph 4.1.2.

**“DAP”** means Delivered at Place as defined in Incoterms® 2010.

**“Incoterms® 2010”** 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.

**“De-installation Charges”** means the Charges payable by you on de-installation of the Service that will be equal to the then current rates for Installation Charges on the date of de-installation.

**“EU”** means European Union.

**“Incident”** means an unplanned interruption to, or a material reduction in the quality of, the performance of the Purchased Equipment.

**“Installation Charges”** means those Charges set out in the Order in relation to installation of the Purchased Equipment.

**“Recurring Charges”** means any Charges for the Service or applicable part of the Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in the Order.

**“Reverse Charge Mechanism”** means the method by which customers within the European Union can self-assess for domestic VAT on cross-border purchases in accordance with Articles 194 – 199 of Council Directive 2006/112/EC.

**“Service Start Date”** has the meaning given in Paragraph 6.1.

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

**“WEEE”** has the meaning given in Paragraph 3.3.1.

**“WEEE Directive”** has the meaning given in Paragraph 3.3.1.