

# Equipment Purchase Terms

## Definition

- 1 -"The Agreement" means a document of the company identified as an agreement or contract signed by authorised persons of the customer.
- "The Customer" shall mean the individual, firm or company signing the agreement.
- "The Company" shall mean EposIT Solutions Limited.
- "The Product" shall mean the equipment, goods, software, service, rental and other items appearing on the Agreement.

## The Contract

- 2 -The Contract between the Customer and the Company for the sale or purchase of Products/Services will be binding after an agreement or document and any attachments have been signed on the Company's behalf by an authorized company representative, Or by common trading.

## Delivery

- 3 -Where applicable the company will undertake a site survey to assess the suitability and location for the installation of the equipment. The company will not undertake any structural changes within the premises these must be arranged by the customer and the costs incurred will be met by the customer.
- 3.1 -The Company will deliver the product to the Installation Address(es) and install them on site in good working order during normal working hours.
- 3.2 -As soon as a product has been delivered the Company will hand over control to the Customer; this date is referred to as the "Installation Date" of the product.
- 3.3 -The responsibility of each product will be passed to Customer on delivery. Any damage or loss of the product will be at the customer's risk.
- 3.4 -The Company will carry out training on all products supplied; the installation is complete on signing of the completion form. Additional training or product change will be carried out either as part of the contract or as an extra to the contract.

## Prices and Allowances

- 4 -Deposits are payable at the time of the agreement being signed. Deposits will be offset against the final installation cost and are non-refundable.
- 4.1 -The prices stated do not include Value Added Tax.

## Payment

- 5 -Full balance of payment is due on the Installation Date.

## Property

- 6 -The Property of a Product shall pass to the Customer only upon and not before payment in full. The risk and responsibility shall pass to the Customer immediately upon delivery. If the Customer fails to pay the full price or balances owing as per the agreement and any additional charges that have arisen, been noted and agreed, the Company shall be entitled, without given prior notice, to recover possession of the product and for that purpose to enter the Customer's premises, the foregoing right to be without prejudice to any other right which the Company may have whether under the terms of the agreement or otherwise.

## Defects on delivery

- 7 -Any Product delivered or installed other than in good working order and condition will be repaired by the Company as promptly as possible or, if incapable of being repaired, replaced as promptly as possible. The Customer will afford the Company a reasonable opportunity of effecting repair or replacement under this Clause and the Company will not be deemed in breach of this Agreement if the Unit is repaired within 14 days after the date on which notification is received from the Customer of a need for repair or where replacement is required, replaced within 30 days of the foregoing date.

## Guarantee

- 8 - Unless otherwise stated cover is offered from 9.00a.m.–5.00p.m. Monday–Friday as per period stated on the contract.
- 8.1 -Till rolls, ribbons and other consumables supplied by the Company, must be used at all times or an approved equivalent. Failure to do so will result in the cancellation of any maintenance contract or guarantee.
- 8.2 -In wet or dusty environments, a recommended Wetcover must be used that is 100% whole. Failure to do so will result in the cancellation of any maintenance contract or guarantee.
- 8.3 -Excluded from guarantee is equipment damaged by power surges or fluctuations and not protected by clean conditioned power.

## Software Guarantee

9. -Unless otherwise stated the company agrees to provide telephone or remote support for the software detailed in the contract for a period of not more than 10 days between the hours of 9.00am-5.00pm Monday – Friday.
- 9.1 -Excluded from all contracts is the loss of any data or programmes that may cause a loss of takings or trade. All back-up procedures are the responsibility of the customer.
- 9.2 -Any repairs undertaken due to viruses, poor power, cabling or third party software or alterations in any manner will be charged at the company's rate at the time of the repair.
- 9.3 -All guarantees are not transferable.
- 9.4 -In the event of software conflict all programme's other than recommended must be removed.

## Delay

- 10 -The Customer shall allow the Company a reasonable extension of time for the delivery and installation of any products where the Company, due to any cause beyond its reasonable control, is unable to deliver and install the products by the date or dates intimated by the Company. The company will however endeavour to correct this situation as quickly as possible and at the company's direction offer an alternative or loan equipment where necessary. This shall not constitute a breach of contract, however long the delay may continue.

## Exemptions

- 11 -The Customer shall not be entitled to claim damages or compensation against the Company for actual or alleged breach of contract in respect of any fault or failure of any products or operation of any system supplied by the Company or any fault with the programming or installation unless the Customer has complied with both:
  - (a) –given notice in writing to the Company of the fault defect or other matter of complaint.
  - (b) –allowed the Company reasonable time and facility to inspect test repair re-program or otherwise rectify such problem including the removal of the product for testing and repair at the Company's premises where necessary.
- 11.1 -The Company shall be entitled to repair any product or in event of replacement shall supply a product of the same specification or the nearest specification available.
- 11.2 -In the event of any defect, fault or programming that may prevent the full and proper use of any product or system by the Company the Customer shall not be entitled to claim for any consequential loss or disruption caused to the Customer's business.
- 11.3 -The Company shall only be liable to the Customer if the Company have defaulted in repairing or replacing the product after a reasonable time has elapsed and the fault is of the same as first reported as Clause 11 a and b. In which event the Company shall be liable only to the extent of the cost to the Customer of repairing, replacing or re-installing the product.
- 11.4 -In no circumstances will the Company be liable for any loss of profits or business or of anticipated savings incurred by the Customer attributable to the Company's negligence.
- 11.5 -If the Customer shall have failed to give notice to the Company under clause 11 a and b hereof before replacing, repairing or re-programming any product or system the Customer shall have no further claim against the Company and shall neither retain payment of any balances outstanding nor require the Company to remove the Products.
- 11.6 -Accept in the case of injury or death caused by negligence the Company's maximum liability for breach of contract or negligence shall be whichever shall be the lesser of £50,000 or the total price of the Products.

## Assignment

- 12 -Contracts are not assignable by the Customer in whole or in part.

## Liquidated Damages

- 13 -In the event that the Customer shall repudiate this agreement (whether before or after delivery and installation) the full balance of the purchase price shall remain payable to the Company notwithstanding that the Customer may refuse to accept delivery or to allow the Products to be installed. The Company may serve written notice ("the Notice") by mail, fax or e-mail requiring the Customer to accept delivery or allow their installation within the period of seven days after service of the Notice and it shall be further a condition of delivery and installation in such circumstances that the Customer shall pay the full price for the Products by cleared funds prior to installation or delivery. If the Customer shall refuse to accept delivery or to allow installation of the Products (or to make payment of the price as aforesaid) by the expiry of the Notice period then the Customer shall be deemed to have waived all rights to delivery and installation of the Products under this agreement but shall not affect the Customer's obligation to pay the price for the products or otherwise prejudice the Company's rights to recover payment of the price (or balance) payable.

## Variations

- 14 -This Agreement can only be varied by a written Agreement signed on the Company's behalf by a Director. 01.01.10