

TERMS AND CONDITIONS

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Agreement: the agreement between Wade Business Solutions and the Customer for the provision of Equipment and/or Maintenance.

Customer: the party named in the Order Form to whom the Equipment and/or Maintenance are supplied by Wade Business Solutions.

Equipment: the equipment supplied by Wade Business Solutions and either purchased or leased by the Customer or purchased by the Finance Provider and leased to the Customer as set out in the Order Form.

Finance Provider: the finance company providing finance to the Customer to enable the purchase or lease of the Equipment if applicable.

Initial Term: the Initial Term of the Agreement being five years or such other initial term as is agreed and set out in the Order Form in writing.

Wade Business Solutions Limited a company incorporated in England and Wales with company number is 09531502

Good Working Order: the Equipment operates in accordance with the Operating Manuals.

Location: the location of the Equipment at the Customer's premises as specified in the Order Form, or any other location as may be agreed from time to time by Wade Business Solutions as it shall in its absolute discretion think fit save that any such agreement must be in writing and signed for and on behalf of TouchTec.

Maintenance: means the maintenance and servicing of the Equipment by Wade Business Solutions under the terms of this Agreement.

Minimum Volume: the agreed monthly or quarterly minimum volume of Prints as set out in the Order Form or, Where no agreed minimum volume of Prints is set out in the Order Form then 75% of the manufacturer's then current recommended average volume of Prints in relation to that machine shall apply.

Normal Business Hours: 9.00 a.m. to 5.00 p.m. GMT on a business day.

Operating Manuals: the manufacturer's operating manual in relation to a machine as at the date of this agreement.

Order Form: the order form signed by the Customer.

Print: any A4 print or copy made by or on behalf of the Customer using the Equipment. An A3 print or copy is counted as two prints.

Print Charges: the cost per Print charges payable by the Customer to Wade Business Solutions either monthly or quarterly as set out in the Order Form.

Renewal Term: each successive 12 month period following the Initial Term during which the Agreement continues.

Software: any software or software package supplied by Wade Business Solutions under the terms of this Agreement and set out in the Order Form.

1.2 Clause headings shall not affect the interpretation of this Agreement.

1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2. This Agreement

2.1 This Agreement is made between Wade Business Solutions and the Customer and shall come into existence and be binding on the Customer and Wade Business Solutions as soon as the Customer has signed the Order Form where indicated.

2.2 These terms, the Order Form comprise the entire Agreement between Wade Business Solutions and the Customer in respect of the provision of the Equipment and/or Maintenance as applicable. No other terms shall apply to the Agreement unless Wade Business Solutions has expressly agreed to them in writing and they are clearly set out in the Order Form and signed by both Wade Business Solutions and the Customer.

2.3 These terms shall prevail over any conflicting or additional terms appearing in any purchase order or other document issued by the Customer at any time and shall replace any previous agreement between the Customer and Wade Business Solutions in relation to Maintenance.

2.4 If the Customer is purchasing or leasing the Equipment with the assistance of a Finance Provider the Customer confirms it understands that it has a separate agreement with the Finance Provider for the provision of the Equipment and the Agreement with Wade Business Solutions only covers Maintenance.

3. Term

3.1 The Agreement shall commence on the date that the Order Form is signed by both parties and shall continue for the Initial Term and any subsequent Renewal Terms until terminated in accordance with clause 13.

3.2 Should the Customer wish to cancel the Agreement before the Equipment is delivered, or if, after signing the Order Form, the Finance Provider shall refuse to fund the Equipment, the Customer may do so by giving Wade Business Solutions notice in writing and paying an administration fee equal to 50% of the relevant manufacturer's recommended retail price for the Equipment prevailing at the time.

4. Payments

4.1 The Customer shall pay any delivery, installation and connection charges set out in the Order Form to Wade Business Solutions on delivery.

4.2 If Minimum Volumes are set out in the Order Form the Customer shall pay the Print Charges for the Minimum Volume quarterly in advance. The first invoice shall be generated within one month of installation to cover the period from installation to the end of the first quarter.

4.3 If Minimum Volumes are not set out in the Order Form the Customer shall pay the Print Charges for its usage in arrears commencing one month (if payable monthly) or three months (if payable quarterly) after the date of delivery.

4.4 All amounts payable under the Agreement are exclusive of VAT, unless otherwise indicated in the Order Form. VAT shall be added to the amounts due at the prevailing rate in force at the time.

4.5 All amounts due under the Agreement are payable within 30 days of the date of any invoice. If the Customer does not pay any sum due on time, Wade Business Solutions shall charge interest on such sum at the rate of 2% per month until payment is made.

4.6 Wade Business Solutions shall be entitled to review and periodically increase the Print Charges at any time provided that Wade Business Solutions shall not seek to implement a price increase more than once in any twelve month period. If any single increase in the Print Charges (other than an increase made in accordance with clause 7.7) amounts to an increase of greater than 10% of the previous Print Charges the Customer shall have the option to terminate the Agreement by giving 90 days' notice during which time the previous Print Charges shall continue to apply. Following termination pursuant to this clause 4.6 the provisions of clause 13.4 shall apply.

4.7 All amounts due under this agreement shall be paid by the Customer to Wade Business Solutions in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). The Customer agrees to summary judgment being entered against it in respect of any such sums withheld

5. Delivery and Installation

5.1 Wade Business Solutions shall use reasonable endeavours to deliver the Equipment on the date agreed with the Customer but any such date is approximate only. If no dates are so specified, delivery shall be within a reasonable time of the parties signing the Order Form. Time is not of the essence as to the delivery of the Equipment and Wade Business Solutions shall not in any circumstances be liable for any delay in delivery, however caused.

5.2 The Equipment may be delivered by Wade Business Solutions in advance of the quoted delivery date on giving reasonable notice to the Customer.

5.3 Delivery shall be made during Normal Business Hours. Wade Business Solutions may levy additional charges for any deliveries made outside such hours at the Customer's request.

5.4 The Customer shall be responsible (at its own cost) for preparing the Location for the delivery of the Equipment and for the provision of all necessary access and facilities reasonably required to deliver and install the Equipment. If Wade Business Solutions is prevented from carrying out delivery or installation on the specified date because no such preparation has been carried out, Wade Business Solutions may levy additional charges arising from this event.

5.5 Wade Business Solutions shall be responsible for any damage, shortage or loss in transit, provided that the Customer notifies it to Wade Business Solutions (or its carrier, if applicable) within three days of delivery of the Equipment and that the Equipment has been handled in accordance with Wade Business Solutions' instructions and stipulations. Wade Business Solutions shall be entitled to replace or repair any Equipment which is proven to Wade Business Solutions' satisfaction to have been lost or damaged in transit.

5.6 Risk in the Equipment shall pass to the Customer on delivery at the Location. Wade Business Solutions shall off-load the Equipment at the Customer's risk.

6. The Equipment

6.1 The Customer is responsible for choosing the Equipment having regard to the Print Charges, the total Print volumes, and black and white and colour volumes achievable. The Customer must ensure the Equipment is suitable for its needs and fit for the purposes it is required for.

6.2 The Customer acknowledges that the Equipment supplied is supplied at the Customer's request and Wade Business Solutions are not under a duty to provide any advice and make no representations as to the suitability of the Equipment for the Customer's needs.

6.3 The leased Equipment shall remain the property of Wade Business Solutions or the Finance Provider (as applicable) at all times and the Customer shall not sell, sub-let, give away or transfer the Equipment or attempt to do so or use the Equipment as security for a loan or any other obligation or otherwise encumber the Equipment in any way.

6.4 Any Equipment purchased by the Customer shall only become the Customer's property once it has been paid for in full and shall otherwise remain the Property of Wade Business Solutions.

6.5 In relation to the Equipment, the Customer shall:

(a) keep it at the Location and not move it without the prior written permission of Wade Business Solutions and the Finance Provider (if applicable);

(b) keep it in good condition and arrange for the Equipment to be maintained in accordance with the manufacturer's recommendations, any stipulations from the Finance Provider and any applicable legal requirements. If for any reason Wade Business Solutions TouchTec requires to provide Maintenance the

Customer shall be solely responsible for sourcing alternative equivalent maintenance from another party;

(c) be responsible for any damage caused to the Equipment apart from normal wear and tear resulting from the correct usage of the Equipment;

(d) ensure the Equipment is used correctly for the purpose which it was designed according to the Operating Manuals, and that it is safe;

(e) ensure that only properly trained staff use the Equipment;

(f) be responsible for any loss, damage, (including death or personal injury) to people and/or property which is caused by using the Equipment except for death or personal injury to the extent that it results from Wade Business Solutions negligence or that of its employees;

(g) let Wade Business Solutions inspect the Equipment on reasonable notice during Normal Business Hours during the Term;

(h) be responsible for paying any licence fees, fines, duties, insurance premiums and other sums for the Equipment which are not included in this Agreement;

(i) not alter, improve or add anything to the Equipment without the written permission of Wade Business Solutions and the Finance Provider. Any such alterations or additions will automatically become property of Wade Business Solutions or the Finance Provider. Wade Business Solutions shall not pay anything additional for such alterations in any circumstances;

(j) if requested by Wade Business Solutions or the Finance Provider affix to the Equipment and leave undisturbed labels or plates (in a form approved by us) indicating that the Equipment is the property of Wade Business Solutions or the Finance Provider;

(k) comply with the terms of any agreement made between the Customer and the Finance Provider;

(l) not fix or attach the Equipment to any land or building in such a way that it becomes part of the structure of such land or building; and

(m) observe and perform any special conditions stipulated by Wade Business Solutions or the Finance Provider.

7. Print Volumes

7.1 The Customer must provide true and accurate Print volumes on a monthly basis and otherwise on demand. Print volumes must be supplied in writing and must be derived from meter readings from each item of the Equipment.

7.2 Wade Business Solutions reserves the right for their agent or representative to enter the Customer's premises at any time during Normal Business Hours in order to obtain and/or verify the Print volumes if required.

7.3 In the event that the Customer fails to provide, and/or Wade Business Solutions is unable to obtain Print volumes at any time during the term of the Agreement, Wade Business Solutions shall estimate the relevant Print volume having regard to historic usage and invoice the Print Charges on the basis of such estimate.

7.4 Any estimate made in accordance with clause 7.3 shall be made in good faith but invoices based on estimated Print volumes shall not be credited if the actual Print volume is less than the estimate.

7.5 If the Equipment is not being used (for any reason) or Wade Business Solutions is of the opinion that the Equipment is being used for unusually low Print volumes, then Wade Business Solutions shall charge the Customer Print Charges for the Minimum Volume of Prints and shall continue to do so for the remainder of the Initial Term or Renewal Term (as applicable), or until such time as Wade Business Solutions considers that the Equipment is being used for appropriate Print volumes again.

7.6 Any Prints over and above those included in the Order Form free of charge or at a promotional rate will automatically begin to incur Print Charges which will be invoiced along with any other amounts due from the Customer under the Agreement.

7.7 The Print Charges include toner at an average of 5% coverage per Print. If it becomes apparent that the Customer's average toner coverage exceeds 5% per Print then Wade Business Solutions reserves the right to immediately increase the Print Charges or charge the Customer an additional fee to cover the additional toner used.

7.8 If the Customer requests historical information in relation to Print volumes, Print Charges, average usage or similar Wade Business Solutions reserves the right to charge an administration fee for retrieving such information.

8. Returning the Equipment

8.1 At the end of the term of the Agreement, the Customer must return the Equipment (whether leased or otherwise) to Wade Business Solutions at the Customer's expense.

8.2 At the time the Equipment is returned it must be:

(a) in the same original, complete working order as when the Customer accepted it taking into account normal wear and tear resulting from correct use;

(b) complete with the Operating Manuals and any service records or other instructions;

(c) free from dents, fractures, chips, scratches and stains; and

(d) in a condition compliant with any additional return conditions specified by Wade Business Solutions or the Finance Provider.

8.3 The Customer shall pay for the cost of any work needed to bring the Equipment up to the standard set out in clause 8.2 above.

8.4 The Customer must arrange to disconnect, uninstall and de-commission the Equipment, pack it according to Wade Business Solutions instructions and make the Equipment available for Wade Business Solutions to collect at the time and place specified by Wade Business Solutions. A transportation fee is payable to Wade Business Solutions on collection.

- 8.5 If requested by Wade Business Solutions the Customer shall be responsible for insuring and transporting the Equipment to a place of Wade Business Solutions choosing in the UK.
- 8.6 At Wade Business Solutions request the Customer must provide free and secure storage for the Equipment for up to one month after the end of the Agreement. During this period the Customer must:
- provide enough power or other facilities to keep the Equipment in Good Working Order; and
 - allow Wade Business Solutions to inspect the Equipment on reasonable notice during Normal Business Hours.
- 8.7 If the Customer fails to return the Equipment in accordance with this clause 8 the Customer shall be liable to pay the Print Charges calculated with reference to the Minimum Volume to Wade Business Solutions until the Equipment is returned.
- 9. Maintenance**
- 9.1 Wade Business Solutions shall provide the Customer with Maintenance for the Equipment at the Location for the duration of the Agreement.
- 9.2 In the event that the Equipment has been in operation and has not been serviced by Wade Business Solutions previously, Wade Business Solutions may perform an inspection and test before agreeing to provide Maintenance. Any labour or parts required to put the Equipment into Good Working Order will be at the Customer's expense.
- 9.3 Wade Business Solutions shall arrange for one of its service engineers to attend at the Location during Normal Business Hours at a frequency as is reasonably determined by Wade Business Solutions to perform any Maintenance of the Equipment it considers necessary or desirable.
- 9.4 The Customer may place Maintenance requests including requests for additional toner by telephone during Normal Business Hours.
- 9.5 On the Customer informing Wade Business Solutions that the Equipment is malfunctioning or has failed or is otherwise not in Good Working Order, Wade Business Solutions shall use reasonable endeavours to respond:
- in relation to colour machines and 30 page per minute or more black and white machines within four working hours; and
 - in relation to all other Equipment within eight working hours.
- 9.6 If the Customer places a request for additional toner and requires such toner to be delivered less than three days from the date of the request, then Wade Business Solutions reserves the right to charge the Customer an additional fee to cover the cost of arranging delivery at short notice.
- 9.7 In performing the Maintenance, Wade Business Solutions shall use reasonable endeavours to restore any malfunctioning or failed Equipment to Good Working Order while in attendance at the Location. Where it is not reasonably practicable, or not reasonably practicable within Normal Business Hours to do this, Wade Business Solutions shall either arrange for a further visit to the Location within Normal Business Hours to complete the repair, or remove the Equipment or part of the Equipment for repair off-site.
- 9.8 Wade Business Solutions shall procure that its engineers shall, while on site at the Location, comply with the Customer's reasonable health and safety and security policies provided that these policies have been brought to the attention of its engineers.
- 9.9 If the Customer fails to pay any sums due under this Agreement then without prejudice to any other rights or remedies they may have, Wade Business Solutions may stop providing Maintenance.
- 10. Replacements & Spare Parts**
- 10.1 In providing Maintenance, Wade Business Solutions shall use reasonable endeavours to source spare parts required to restore the Equipment to Good Working Order. After the Initial Term, Wade Business Solutions shall have the right to charge the Customer for the spare parts.
- 10.2 All spare parts and/or replacement parts (including toner) provided by Wade Business Solutions to the Customer and whether attached to the Equipment or not shall become part of the Equipment and remain the property of Wade Business Solutions.
- 10.3 Any spare parts not attached to the Equipment shall be held by the Customer on the understanding that they are to be used in the event of a malfunction of the Equipment at Wade Business Solutions direction.
- 11. Excluded Maintenance**
- 11.1 Wade Business Solutions is not obliged to perform any Maintenance required as a result of the Customer doing any act, omission or thing or using the Equipment other than in accordance with the terms of this Agreement.
- 11.2 If Wade Business Solutions is performing or has performed the Maintenance where it is established that Maintenance was required as a result of:
- a defect in the manufacturer's design of the Equipment;
 - faulty materials or workmanship in the manufacturer of the Equipment;
 - use of the Equipment with incompatible supplies or other computer equipment or materials not supplied or approved in writing by Wade Business Solutions;
 - any maintenance, alteration, modification or adjustment performed by persons other than Wade Business Solutions or its employees or agents;
 - the Customer or a third party moving the Equipment;
- the use of the Equipment in breach of any of the provisions of this Agreement;
 - a failure, interruption or surge in the electrical power or its related infrastructure connected to the Equipment;
 - the Customer using or storing the Equipment in a damp or otherwise inappropriate environment; or
 - the neglect or misuse of the Equipment or damage to it, Wade Business Solutions reserves the right to charge the Customer additional fees.
- 12. Software Licence**
- 12.1 Wade Business Solutions shall only be responsible for the provision of Software as set out in the Order Form. The Software supplied to the Customer shall be as set out in the Order Form.
- 12.2 Updates and fixes to the Software may be provided by Wade Business Solutions from time to time at its sole discretion.
- 12.3 If the Customer is provided with any operating system software licence or end user agreement in respect of the Software, the Customer shall sign and return it to Wade Business Solutions within seven days of installation of the Software, unless the licence has been supplied on a shrink-wrap or click-wrap basis.
- 12.4 If no licence has been provided to the Customer in relation to the Software, the Customer hereby accepts a non-exclusive, non-transferable licence to use the Software on the following conditions:
- the Customer shall not copy, reproduce, translate, adapt, reverse engineer, vary or modify the Software, nor communicate it to any third party, without Wade Business Solutions prior written consent;
 - the Customer shall not use the Software other than as part of the use of the Equipment and shall not remove, adapt or otherwise tamper with any copyright notice, legend or logo which appears in or on the Software on the medium on which it resides;
 - such licence shall be terminable by either party on 28 days' written notice, provided that Wade Business Solutions terminates only if the continued use or possession of the Software by the Customer infringes the developer's or a third party's rights, or Wade Business Solutions is compelled to do so by law, or if the Customer has failed to comply with any term of the Agreement; and
 - on or before the expiry of the Agreement, the Customer shall return to Wade Business Solutions all copies of the Software in its possession.
- 12.5 In relation to the Software:
- the Customer acknowledges that it is buying only the media on which the Software is recorded and the accompanying user manuals;
 - nothing contained in these conditions shall be construed as an assignment of any intellectual property rights in the Software or user manuals; and
 - the Customer shall be subject to the rights and restrictions imposed by the owner of the intellectual property rights in the Software and user manuals, and shall comply with all licence agreements, terms of use and registration requirements relating to them.
- 13. Termination**
- 13.1 Without affecting any other right or remedy available to it Wade Business Solutions may immediately terminate this Agreement by notice in writing to the Customer in the event that the Customer:
- fails to pay any sum due under this Agreement or any other agreement with Wade Business Solutions within seven days of a demand for payment; or
 - moves the Equipment from the Location; or
 - commits a material breach of any term of this Agreement, or any other agreement with Wade Business Solutions or the Finance Provider, which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 3 days after being notified to do so; or
 - the Customer repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement; or
 - is (if a company) subject to a change in voting control in respect of themselves or any holding company which controls them or a material part of their assets is transferred to another party;
 - the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;
 - a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company);
 - an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer (being a company);
 - the holder of a qualifying floating charge over the assets of the Customer (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - a person becomes entitled to appoint a receiver over all or any of the assets of the Customer or a receiver is appointed over all or any of the assets of the Customer;
 - the Customer (being an individual or being a partnership has any partner who) is the subject of a bankruptcy petition or order;
 - a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Customer's assets and such attachment or process is not discharged within 14 days;
 - any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this clause 13.1;
 - the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- the Customer (or being a partnership has any partner) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
 - suspends, or threatens to suspend, payment of its debts, enters into an arrangement with its creditors, is subject to insolvency proceedings or enters administration, liquidation or has a receiver, administrative receiver or administrator appointed or is unable to pay its debts as they fall due or admits inability to pay its debts or:
 - being a company or limited liability partnership is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
 - being an individual or being a partnership has any partner who is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, has a petition for bankruptcy made against them or being a partnership has any partner to whom any of the foregoing apply.
- 13.2 The Customer may terminate the Agreement after the Initial Term by giving Wade Business Solutions at least 90 days prior notice in writing. Such notice shall end on the last day of the Initial Term or subsequent Renewal Term.
- 13.3 If the Customer wishes to terminate the Agreement before the end of the Initial Term they may do so by giving 90 days prior notice in writing.
- 13.4 If for any reason this Agreement ends prior to the expiration of the Initial Term or any subsequent Renewal Term the Customer shall pay to Wade Business Solutions an early termination fee (the "Early Termination Fee") being a sum equivalent to the greater of either:
- The Minimum Volume that should have been paid had the Agreement continued until the end of the Initial Term or any subsequent Renewal Term; or
 - The total estimated Print Charges that would have been paid had the Agreement continued until the end of the Initial Term or any subsequent Renewal Term based on the mean average of the Print Charges during the 12 month period immediately preceding termination; but, in either case,
 - Less a discount of 10%.
- 13.5 The Customer acknowledges that the Early Termination Fee is a genuine pre-estimate of loss.
- 13.6 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.
- 13.7 Termination of this Agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.
- 13.8 On termination of this Agreement for any reason, the Customer shall as soon as reasonably practicable:
- pay any outstanding amounts owed to Wade Business Solutions under this Agreement including the Early Termination Fee if applicable;
 - return the Equipment in accordance with clause 8;
 - return the Software and any associated documentation to Wade Business Solutions; and
 - return any other equipment and materials, documents or electronic media or other items belonging to Wade Business Solutions or the Finance Provider to the relevant party on request.
- 13.9 If the Customer fails to return any Software or Equipment or any of the items set out in clauses 8 or 13.8 above, Wade Business Solutions may enter the Location (or such other premises where the Equipment may be stored) and take possession of the Equipment. Until the Equipment is returned, the Customer shall be solely responsible for their safe-keeping.
- 13.10 If the Customer fails to return any Software or Equipment or any of the items set out in clauses 8 or 13.8 above, Wade Business Solutions may invoice the Customer for the cost of that Software or Equipment or any of the items set out in clauses 8 or 13.8 above on the assumption that it is in the standard set out in clause 8.2.
- 14. Wade Business Solutions Warranties**
- 14.1 Wade Business Solutions warrants to the Customer that any Equipment that is purchased directly from Wade Business Solutions by the Customer (i.e. without the assistance of a Finance Provider) that such Equipment is free from defects of workmanship and materials. Wade Business Solutions undertakes to, and the Customer agrees, that (subject to this clause 14 and clause 15), at Wade Business Solutions option, it shall be entitled to repair or replace the Equipment which is found to be defective as a result of faulty materials or workmanship within three months of delivery and installation.
- 14.2 Wade Business Solutions shall not in any circumstances be liable for a breach of the warranty conditions in clause 14.1 unless:
- the Customer gives written notice of the defect to Wade Business Solutions within seven days of the time when the Customer discovers or ought to have discovered the defect; and
 - after receiving the notice, Wade Business Solutions is given a reasonable opportunity of examining such Equipment.
- 14.3 Wade Business Solutions shall not in any circumstances be liable for a breach of the warranty in clause 14.1 if:
- the Customer makes any use of Equipment in respect of which it has given written notice under clause 14.2(a); or
 - the defect arises because the Customer failed to follow the terms of this Agreement or Wade Business Solutions oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Equipment or (if there are none) good trade practice; or
 - the Customer alters or repairs the relevant Equipment without the written consent of Wade Business Solutions.

14.4 Any repaired or replaced Equipment shall be under warranty for the unexpired portion of the three month period referred to in clause 14.1.

14.5 Wade Business Solutions

14.6 shall not in any circumstances be liable for any damage or defect to the Equipment caused by improper use of the Equipment or use outside its normal application or other than in accordance with the terms of this Agreement.

14.7 Except as expressly stated in this Agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise (including fitness for purpose and suitability) are hereby excluded to the fullest extent permitted by law.

15. Limitation of Liability

15.1 Nothing in this Agreement shall exclude or limit Wade Business Solutions liability for:

- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury caused by its negligence; or
- (c) a breach of any obligations implied by the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.

15.2 Subject always to clause 15.1, Wade Business Solutions shall not be liable whether in contract, tort (including for negligence and breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

- (a) any loss or damage caused by any risk which the Customer is required by this Agreement to insure against;
- (b) any loss (whether direct or indirect) of profits, business, revenue, or goodwill;
- (c) any delay;
- (d) loss or corruption (whether direct or indirect) of data or information; or
- (e) any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement.

15.3 Subject always to clause 15.1, Wade Business Solutions total aggregate liability in contract, tort (including negligence and breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the greater of:

- (a) the total Print Charges paid during the 12 month period immediately preceding the date on which the cause of action first arose;
- (b) the limit of Wade Business Solutions insurance cover but only in the event that the liability is in fact insured and Wade Business Solutions insurers have agreed to pay out for such a liability; or
- (c) in cases where Equipment is purchased directly from Wade Business Solutions by the Customer (i.e. without the assistance of a Finance Provider) the recommended retail price for the Equipment under this Agreement.

16. Force Majeure

16.1 If Wade Business Solutions is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event, Wade Business Solutions shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations.

16.2 For the purposes of clause 16.1 Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, power cuts, fire, explosion or accident;
- (g) any labour or trade dispute, strikes, industrial action or lockouts;
- (h) non-performance by suppliers or subcontractors; and
- (i) interruption or failure of utility service (including internet).

17. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18. Variation

18.1 No variation of this agreement shall be effective unless it is in writing and signed by Wade Business Solutions.

18.2 Wade Business Solutions may vary the conditions of this Agreement to take account of new legislation, statutory instrument, government regulations or licenses or similar matters provided that the Customer is notified of any such variances in writing and making such variances available at Wade Business Solutions principal place of business.

18.3 It is Wade Business Solutions policy to continually review its charges, service charter and the terms upon which it contracts with Customers. Wade Business Solutions may therefore vary the terms of this Agreement from time to time provided that the

Customer is notified of any such variances in writing and making such variances available at Wade Business Solutions principal place of business.

19. Indemnity

(a) 19.2 The Customer shall indemnify Wade Business Solutions irrespective of whether or not Wade Business Solutions has been negligent or at fault against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and the entire legal costs of any action (including any proceedings allocated to the small claims track) and acknowledge that any entitlement to legal costs is a contractual entitlement under this Agreement as well as all other professional costs and expenses suffered or incurred by Wade Business Solutions arising out of or in connection with:

- (a) the Customer's breach or negligent performance or non-performance of this agreement;
- (b) the enforcement of this agreement;
- (c) any claim made against Wade Business Solutions for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with this Agreement or the Customer's use of the Software;
- (d) any claim made against Wade Business Solutions by the Customer or a third party arising out of or in connection with the provision of the services or supply of Equipment, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the Customer, its employees, agents or subcontractors; and
- (e) any claim made against Wade Business Solutions by a third party for death, personal injury or damage to property arising out of or in connection with defective Equipment to the extent that the defect in the Equipment is attributable to the acts or omissions of the Customer, its employees, agents or subcontractors.

20. Rights & Remedies

Except as expressly provided in this Agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

21. Severance

21.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement

21.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. Entire Agreement

22.1 This agreement and the Order Form constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

22.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement or in the "Additional Provisions" Section of the Order Form.

22.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement or the Order Form.

22.4 Nothing in this clause shall limit or exclude any liability for fraud.

23. Assignment

23.1 The Customer shall not, without the prior written consent of Wade Business Solutions, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

23.2 Wade Business Solutions may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Agreement.

23.3 Wade Business Solutions may subcontract or delegate in any manner any or all of its obligations under this agreement to any third party.

24. Third Party Rights

No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

25. Notices

25.1 A notice given to a party under or in connection with this agreement:

- (a) shall be in writing and in English;
- (b) shall be signed by or on behalf of the party giving it;

- (c) may be sent to the party for the attention of the contact and at the address, fax, DX number or email as set out in the Order Form;
- (d) shall be sent by a method listed in clause 25.2; and
- (e) unless proved otherwise is deemed received as set out in clause 25.2 if prepared and sent in accordance with this clause.

25.2 This table sets out:

- (a) delivery methods for sending a notice to a party under this agreement; and
- (b) for each delivery method, the corresponding delivery date and time when delivery of the notice is deemed to have taken place provided that all other requirements in this clause have been satisfied and subject to the provisions in clause 25.3:

Delivery method	Deemed delivery date and time
Delivery by hand.	On signature of a delivery receipt or at the time the notice is left at the address.
Pre-paid first class recorded delivery post or other next working day delivery service providing proof of delivery.	9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
Pre-paid airmail providing proof of delivery.	9.00 am on the fifth Business Day after posting or at the time recorded by the delivery service.
Fax.	At the time of transmission provided a successful fax transmission report is generated.
Document exchange (DX).	9.00 am on the second Business Day after being put into the DX.

25.3 For the purpose of clause 25.2 and calculating deemed receipt:

- (a) all references to time are to local time in the place of deemed receipt; and
- (b) if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt.

25.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

25.5 A notice given under or in connection with this agreement is not valid if sent by email.

26. No Partnership or Agency

26.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party

26.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

27. Governing Law and Jurisdiction

27.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

27.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).