

eposdirect.co.uk trading name of Epos Direct Europe Ltd

STANDARD TERMS AND CONDITIONS OF SALES

DEFINITIONS

“Agreement” means an agreement for the sale, installation and support of computer software and hardware consisting of these terms and conditions and the Schedules. “Anniversary Date” means the anniversary of the Effective Date;

“Customer” means the customer of EPOS DIRECT identified on the Agreement Sales Order duly signed;

“Delivery Date” means the actual delivery date of the solution or its installation, or the effective date, whichever the latest;

“Documentation” means the manuals, if any, for the Epos Software;

“Effective Date” means the date set out as such on the Agreement Signed Sales Order;

“Equipment” means the equipment, if any, listed in the sales order/ sales agreement/ Purchase order/ statement of work, this term shall include any operating system of such Equipment and any related manuals;

“Initial Period” means (5) FIVE years from the delivery of the equipment and/ or activation of a software license and/ or delivery of services and/ or software / website development completed and confirmed by EPOS DIRECT;

“EPOS DIRECT Personnel” mean the personnel of EPOS DIRECT and/or any of its sub-contractors;

“Price” means the figure given on the Schedule/Sales Order as the Total Price for those items listed at prevailing rates;

“Standard Charges/Standard Pricing” means the regular rate established by EPOS DIRECT for services provided to customers and not listed in the sales order/ sales agreement/ Purchase order/ statement of work

“Return to Base” means that the Customer is required to send any equipment with a fault or defect back to EPOS DIRECTS’s designated location to undertake testing of the equipment.

“Working Days” means Monday to Friday (excluding any bank or public holidays in England); and

“Working Hours” means: 9am to 5pm GMT on a Working Day.

“Statement of Work” means a document entered into by the parties which incorporates the terms of this Agreement and provides further specifications for the Services;

“Schedule” means schedules of hardware, software and services listed in the sales order/ sales agreement/ Purchase order/ statement of work

“Services” means the installation, time related activity and/or other services, if any, to be provided by EPOS DIRECT to the Customer as set out in the Schedule;

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“Additional Services” means services provided to customers on request by customer either verbally or written and not listed in the sales order/ sales agreement/ Purchase order/ statement of work.

“Software” means any software application, website software, bespoke software, third party software supplied by EPOS DIRECT updated or added to from time to time;

“Support Services” means the standard remote support services provided to the Customer for the maintenance and upkeep of the Software/ hardware/website.

“Support Fee” means the price for both the Annual Licence Fee for Software and the provision of the Support Services;

“System” means the software whether supplied with a server or not;

“Third Party Software” means the software to be supplied or supported as part of this Agreement but which is under a licence agreement directly between a third party licensor and the Customer.

SCOPE

These terms and conditions set out the basis upon which EPOS DIRECT shall initially, as applicable, supply Equipment, Software, application, integration, website, and Documentation, and Third Party Software to, and perform the Services for, the Customer and thereafter provide Support Services as hereinafter described in respect of the items stated as being supported in the Schedule. Any services provided and or requested either written or verbally that is not included in the Sales Order form and/or a Statement of Work shall be charged at our Standard Rate of £100 per hour plus vat. EPOS DIRECT shall be entitled to raise invoices for additional services provided. The Software is licensed on an annual basis through payment of the Annual license Fee (non payment will revoke the license to use) which forms part of the Support Fee to Licensor or Epos Direct, this agreement has an initial period. The cost of delivery and installation is estimated and could change as a result of Customers changing arranged dates and customer liable for the same. This is a Non Cancellable and Non Refundable agreement.

SOFTWARE, THIRD PARTY SOFTWARE AND EQUIPMENT

the Software and Third Party Software to be provided hereunder is as detailed in the Schedule. The license conditions for use of the Software are set out in Clause 7. The licenses for Third Party Software will be supplied with the said Third Party Software.

Bespoke Software (if any) to be produced by EPOS DIRECT is subject to a separate agreement.

Where a central processing unit (hereinafter “CPU”) is to be supplied as part of Equipment, it is for the Customer and not EPOS DIRECT to ensure it has ordered sufficient disc space and processing power for any CPU to be supplied under this Agreement.

No source code is provided under this Agreement

ACCEPTANCE

Upon completion or installation, EPOS DIRECT shall go through a check list for which purpose the Customer shall provide at the time of the installation date a representative to witness the Check listing, the purpose of which is to demonstrate to the Customer that the items have been properly

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installed and all software provided by EPOS DIRECT can be accessed on the Equipment, except if the software and or the third party software is supplied on media, in which case a confirmation of delivery will be acceptance.

Epos Direct offers, estimates, proposals and website are without any commitment on its part and all orders require Epos Direct Acceptance in writing to create a contract.

CUSTOMER RESPONSIBILITIES

Subject always to EPOS DIRECT conforming to all reasonable security and safety requirements of the Customer, the Customer shall afford to EPOS DIRECT personnel reasonable access to the Site(s) at all reasonable times for the purpose of EPOS DIRECT performance under this Agreement.

The Customer understands and accepts that it will be necessary for the Customer to promptly supply information to EPOS DIRECT and to give EPOS DIRECT personnel access to the Customer's staff, equipment, data and items supported hereunder, in order to enable EPOS DIRECT to perform its obligations hereunder.

For the purposes of EPOS DIRECT providing the Support Services and during any period of such support.

the Customer will appoint contact persons as the points of contact through which EPOS DIRECT will co-ordinate support activities for the Customer. Only those contacts have authority to require support and assistance under this Agreement. The Customer shall ensure that the contacts are sufficiently trained in use of the System to enable proper liaison between EPOS DIRECT and the Customer.

the Customer shall not during any period of Support Services by EPOS DIRECT allow any supported item to be interfered with or modified or added to without the prior written agreement of eposdirect.co.uk

It is the Customer's responsibility to operate supported items in accordance with instructions issued by EPOS DIRECT and/or the manufacturer and to retain sufficient trained staff to operate it in a proper manner.

EPOS DIRECT requires the Customer to have an error-correcting fully operational modem and connectivity at each Site to enable EPOS DIRECT to directly link to any CPU upon which any software covered by this Agreement resides. EPOS DIRECT will re-Charge the call costs monthly in arrears. EPOS DIRECT recommends to the Customer, the use of an uninterruptible power supply (UPS) at each site.

The Customer shall carry out regular back-ups to removable media stored separately from the supported items and carry out other normal system housekeeping routines. EPOS DIRECT shall not be liable for any loss or damage sustained or incurred by the Customer or any third party through loss or spoiling of data resulting from any maintenance activity by EPOS DIRECT required or performed under this Agreement. EPOS DIRECT will use reasonable endeavours to put right any such loss of data or programs, but reserves the right to charge for such.

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The Customer remains totally responsible to have adequate Virus protection to all parts of the business.

The Customer accepts that a valid Log number issued by EPOS DIRECT is the only acceptable and recognise method of logging support calls.

The customer is responsible to secure and keep safe all software and 3rd Party software license media and documentation, EPOS DIRECT have no obligation to keep this information.

The customer is responsible to supply specifications / information / data required for the completion of services / product or solution to function successfully. The customer may not withhold payment of any amount due to EPOS DIRECT due to any delay or default on their part.

The customer accepts that there will be no variation to the standard software / application/ integrations /websites and its functionalities unless the scope of any such variation is agreed in the Statement of Work and accepted by both customer and EPOS DIRECT.

The customer accepts that EPOS DIRECT shall be entitled to raise invoices for additional services provided on request unless the scope of such service is agreed in Statement of Work and accepted by both customer and EPOS DIRECT.

THIRD PARTY SOFTWARE

In respect of Third Party Software, the intellectual property rights conditions, any indemnity relating thereto and restrictions and/or requirements relating to use and/or copying shall all be as set out in the appropriate direct license agreement. It is a pre-requisite of use of Third Party Software that such licenses are complied with and where applicable signed and passed to the relevant licensor directly or via EPOS DIRECT, either way it remains the Customers responsibility to ensure the correct licenses are in place Save for EPOS DIRECT obligations to supply, and where necessary install, such Third Party Software the Customer acknowledges that EPOS DIRECT shall have no other liability in respect thereof. EPOS DIRECT cannot warrant that Third Party Software will necessarily meet the functionality, which it deems to, and it is for the Customer to satisfy itself that Third Party Software meets its requirements. Third Party Software to be supported hereunder is as detailed in the Schedule; EPOS DIRECT will not provide support for other Third Party Software. Changes, updates and releases thereto shall be covered by the license agreement directly between the Customer and the relevant licensor and reference should be made thereto.

SOFTWARE -LICENCE CONDITIONS, TERM AND TERMINATION.

The license to use Software granted hereunder becomes effective from the Delivery Date subject to the customer paying in full the initial and annual license as part of the Support Fee, annually in advance or subject to EPOS DIRECT or Licensor approval, monthly or quarterly via Standing Order. The Agreement shall automatically continue from year to year without any breaks for the initial minimum term of 5 years, thereafter until or unless terminated in accordance with the provisions of this agreement. Continuance of the license to use Software is dependent upon the Customer continuing to pay the Annual License Fee and upon compliance with the terms and conditions therein set out.

Subject to sub-clause 7.1 and the other provisions of this Agreement, EPOS DIRECT hereby grants to the Customer a non-exclusive, non-transferable license to use the Software on the CPU listed in the Schedule for up to the maximum number of users and for the Site(s) or WWW set out in the Schedule. The Customer shall not permit any third party to use or have access to the Software or the

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Documentation supplied therewith Use of the Software and Documentation is restricted to use for the Customer's own internal purposes, except that.

the Customer may not reverse engineer, disassemble, translate or in any way decode the Software.

The Customer undertakes not to modify the whole or any part of the Software in any way whatsoever nor to permit the whole or any part thereof to be combined with or become incorporated in any other programs without EPOS DIRECT prior written consent.

The Customer may make such copies of the Software as is reasonably necessary for operational security and use. Such copies and the media on which they are stored shall be the property of EPOS DIRECT and/or its licensors and the Customer shall ensure that all media is kept safe.

TITLE AND RISK

Title in any Equipment supplied by EPOS DIRECT under this Agreement shall remain with EPOS DIRECT until such time as the Customer has paid the Price in full. Until such payment is received by EPOS DIRECT the Customer shall hold the Equipment or Website on a fiduciary basis and as for EPOS DIRECT in such away that such Equipment is identifiable as belonging to EPOS DIRECT and if the Customer fails to pay EPOS DIRECT as owner shall be entitled to demand return of the Equipment and or Website. If payment is not made and/or the Customer becomes insolvent or a receiver is appointed before payment is made EPOS DIRECT is irrevocably authorized to enter forthwith the Customer's Site(s) for the sole purpose of repossessing the Equipment still owned by EPOS DIRECT.

PRICING AND PAYMENTS

The Price and any other charges arising under this Agreement shall be payable as set out herein or in the Schedule. Payment shall be made strictly in accordance therewith. The Price does not cover any Annual License Fee for use of Software or applicable Third Party Software, which sum which is instead paid for as part of the Support Services.

Any services provided or requested, whether in writing or verbally, that fall outside the scope of the Sales Order Form and/or any agreed Statement of Work shall be chargeable at our standard rate of £175 per hour plus VAT, with a minimum charge of one (1) hour. EPOS Direct reserves the right to raise invoices for all such additional services rendered.

Full payment must be made on acceptance of the agreement, unless otherwise agreed in writing by EPOS DIRECT .

The Customer shall pay to EPOS DIRECT or Licensor the Support Fee and the Charges arising hereunder. Payment of the first year's Support Fee shall be made on or before the Delivery Date or with EPOS DIRECT approval via monthly or quarterly direct debit. Thereafter EPOS DIRECT or Licensor shall be entitled to issue invoices or payment schedules up to thirty days prior to the commencement of the next Anniversary Date. The Customer payments being on time is an express condition to having a activate license to use the software.

If payment is overdue EPOS DIRECT reserves the right, in addition to any other rights it may have, to suspend its contractual obligations under this Agreement until such payment is made.

The Customer will bear the cost of all travelling time and expenses of EPOS DIRECT personnel attending Site(s) based on EPOS DIRECT rates prevailing at the time. The mileage rate shall be the

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average AA rate. Flights, rail fares and overnight accommodation will be re-charged net. Such costs will be additional to the Price and Support Fee unless expressly excluded.

Training days booked subsequently cancelled by the Customer without a clear fourteen days notice period provided in writing to EPOS DIRECT will be charged for in full. Days are supplied on an "as consumed basis" with EPOS DIRECT making no commitment as to what can be achieved in the day, other than that the EPOS DIRECT personnel supplied will have the requisite skills.

EPOS DIRECT reserve the right to increase the Support Fee but only with effect from the first day or the next annual period of support. However, EPOS DIRECT will not increase the rate beyond that reached by applying 10% or using the Retail Price Index which so ever is the greater on the full product price of support from the Delivery Date (as amended for items added later) to the date in question, except that in the event that an item may become uneconomic to support on such basis or a site becomes the subject of an extraordinary level of support, EPOS DIRECT reserves the right at its option either to remove the item or site concerned from the supported list on the Schedule or to agree with the Customer, if possible, a mutually acceptable price.

If any sum payable under this Agreement is in arrears then in addition to the without prejudice to any other remedies which may be available, EPOS DIRECT reserves the right to charge interest at the rate of two and a half percent per month until paid.

EPOS DIRECT shall use their reasonable endeavours to meet the timescales. The customer may not withhold payment of any amount due to EPOS DIRECT because of any delay or default on their part. Time shall not be of the essence in relation to EPOS DIRECT's performance.

If the Customer enters into lease with a 3rd Party whereby it is intended that title to any part of the items on the Schedule supplied shall pass to such 3rd party. If for any reason arrangements for financing the purchase of the items on the Schedule shall be frustrated the terms & conditions hereof shall remain in full force and effect as between the Customer and EPOS DIRECT.

Payment Plan Terms

Payment plans are subject to acceptance.

Payment plans are payable by equal monthly installments inclusive of vat and admin fee.

First payment is due on order.

Thereafter equal monthly payment are collected automatically through the debit / credit card provided by purchaser at the time of checkout.

Any unpaid instalments will incur £45.00 plus vat admin fee.

After final payment, title to the goods will pass to the customer with a certificate.

INTELLECTUAL PROPERTY RIGHTS AND INDEMNITY FOR SOFTWARE

The copyright and all other intellectual property rights of whatever nature in the Software and Documentation and in any modifications or changes thereto made under this Agreement are and shall remain the property of EPOS DIRECT and/or its licensors, and any rights in any other work prepared or carried out by EPOS DIRECT hereunder shall vest in EPOS DIRECT, on creation thereof.

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The Customer shall notify EPOS DIRECT as soon as reasonably possible if it becomes aware of any unauthorised use of the whole or any part thereof by any third party.

EPOS DIRECT warrants that insofar as it is aware EPOS DIRECT and/or its licensors are the owner of the copyright and all other intellectual property rights in the Software and Documentation and/or are duly authorised to enter into this Agreement. In respect of Software EPOS DIRECT hereby indemnifies the Customer against any claim that the normal use or possession of the Software infringes the intellectual property rights of any third party provided EPOS DIRECT is given immediate and complete control of any such claim, and that the Customer gives EPOS DIRECT such assistance as EPOS DIRECT may reasonably require to settle or oppose any such claim provided that EPOS DIRECT shall meet the Customer's reasonable costs of so doing. EPOS DIRECT reserve the right to replace or change all or any part of the Software in order to avoid infringement of any third party. EPOS DIRECT shall however at all times endeavour to ensure that the Customer is left with fully operational and functionally equivalent Software.

TERMINATION

The Customer may terminate the license to use Software granted under this Agreement either at the end of the Initial Period or at any Anniversary Date once the Initial Period has ended by giving at least 90 days notice in writing to EPOS DIRECT effective at the end of the Initial Period or at the Anniversary Date once the Initial Period has ended. In the event that the customer gives notice to terminate during the Initial Period EPOS DIRECT will be entitled to receive payment of the total amount which they would have received during the whole of the Initial Period including any price increases as detailed in 9.7. Termination of third party license agreements is governed as provided therein.

In respect of the Software EPOS DIRECT may terminate the license to use granted under this Agreement forthwith on given notice to the Customer if:

1. the Customer commits any material breach of any term of the license or this Agreement and, in the case of a breach capable of being remedied fails to do so within thirty days after receipt of a request in writing from EPOS DIRECT to remedy the breach; and/or

The Customer fails to pay the Support Fee which includes the Annual License Fee for Software due under this Agreement.

This Agreement may be terminated with immediate effect by written notice to the Customer if the Customer shall become bankrupt or insolvent or enter into any scheme of administration with its creditors or enter into receivership or liquidation take any action for voluntary winding up other than for the purpose of a solvent reconstruction or amalgamation, cease to carry on business. Save as provided 11.2 and 11.3 the license to use the Software may not be terminated by EPOS DIRECT, unless it issues an end of life on the software, which cannot be during the Initial Period.

If the Customer purports to cancel this Agreement in whole or In part otherwise than through the default of EPOS DIRECT the Customer shall become immediately liable to compensate EPOS DIRECT by way of liquidated damages pay to EPOS DIRECT 50% of the Price relating to the whole or part of the System which the Customer has purported to cancel if the Customer purports to do SO before Acceptance.

Upon termination of the license to use the Software granted to the Customer under this Agreement, howsoever occasioned, the Customer shall return the Software to EPOS DIRECT within 7 days of the termination date and destroy all copies thereof. This provision shall survive any termination whether of the license to use Software or of the Agreement as a whole.

DESCRIPTION OF SUPPORT SERVICES

Unless otherwise expressly agreed EPOS DIRECT, support services will be provided during normal UK business hours of 9.00 a.m. to 5.30 p.m. Monday to Friday, excluding Public Holidays.

EPOS DIRECT warrants that it shall use all reasonable endeavours to carry out the Support Services described herein in a professional manner and shall at all times use reasonable endeavours to maintain the items supported in good working order. The periodic updates provided under support for the Software may include legislative updates the scope of which can vary considerably. Where major legislative changes take place it is expressly provided that EPOS DIRECT reserves the right to make an additional charge which shall be spread evenly over all its customers for the Software in order to cover the updates dealing with such legislative changes. Such updates are deemed to be outside of the Support Fee cost.

Supported software: EPOS DIRECT will use all reasonable endeavours to respond to any request by the Customer within eight working hours of receiving notification of such need from the Customer... Error correction is provided on a reasonable effort basis, and EPOS DIRECT cannot guarantee to correct any error within any given timescale. The Customer shall endeavour to provide written notification and appropriate examples supporting any error found. Major errors that are found in software supported hereunder then EPOS DIRECT will supply any correction of same by first class post on disc or tape (as appropriate). As part of the support service EPOS DIRECT shall provide updates and releases from time to time to the software supported during the term of this Agreement. It is the Customer's responsibility to install corrections, updates and releases to the software and for ensuring that their staffs have the capability of doing so. EPOS DIRECT shall have the right to make additional charges for services, which are required due to the Customer failing to install such items correctly. Where EPOS DIRECT have to carry out site visits for support, it reserves the right to charge over and above the annual Support Fee. EPOS DIRECT reserve the right not to deal with or to make additional charges for, reported errors in such software which:

are the result of failure of equipment or other software not covered by this Agreement;

Faults in mains electrical supplies or operator error;

Are, or could be reasonably construed as, a lack of knowledge of the software;

Are caused by air conditioning, humidity or other environmental conditions;

are caused by the accident, neglect, misuse or default of the Customer or any third party;

Are due to acts of God, war, acts of Violence or any similar occurrence;

Result from any attempt by any person, other than EPOS DIRECT, to modify or maintain the software otherwise than in the case of only trained Customer staff carrying out normal System functions;

are caused by cable or connector malfunctions.

Supported equipment. Support is provided during the hours set out in 12.1 and on the items listed in the Schedule. On receipt of a telephone request for support for an item, EPOS DIRECT will log the call and endeavour to identify the problem as either an engineering problem or a software problem or a system operating software problem. EPOS DIRECT will, if, appropriate to the problem reported, dispatch an engineer to the Site concerned. EPOS DIRECT will use all reasonable endeavours to

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ensure that EPOS DIRECT engineer will respond within 8 hours on the CPU, all other equipment will be dealt with on a swap out basis on the next day following receipt of defective goods subject to manufacturer warranty in place. Where the problem encountered relates to a CPU and if the terms of this Agreement provide that temporary replacement equipment will be provided to the Customer the engineer will endeavour to load the hard disc of the CPU, if unaffected, onto a loaned CPU and thus leave the Customer with a working system, but the Customer must appreciate that such may not always be possible. If, on attendance at Site, the engineer believes the Support Fee does not cover the fault, the customer will be advised, and in such event, any corrective activity, spare parts and the cost of the visit itself, shall be charged. The service provided assumes normal use of the equipment and relates to normal wear and tear. EPOS DIRECT reserve the right to make additional charges at its standard rates for the time being in force where its engineers are called out because of faults which:

are the result of accident, unauthorized transportation, alteration, neglect or misuse;

Is the result of failure of the Customer to provide and maintain a suitable operating environment as recommended by EPOS DIRECT and/or the manufacturer. EPOS DIRECT shall not be liable for any item, which fails due to manufacturers design or inherent defects.

nor shall EPOS DIRECT be liable to perform any work, which is in the opinion of EPOS DIRECT impractical to perform owing non-standard use or location.

EPOS DIRECT shall provide all necessary tools and test equipment, which in the opinion of EPOS DIRECT 'engineer is required to ensure the operational efficiency of the equipment.

The Customer shall be responsible for all operating materials and of all consumables, including but not limited to print heads, laser cartridges, ribbons, toners, infuser and developer kits all of which are outside the scope of the Support Fee.

EPOS DIRECT reserves the right to make additional charges to the Customer to cover all of the cost repairing equipment more than five years of age, in case of touch screens, after three years and one year on report printers.

providing new or updated versions of operating system, databases or software utilities, for whatever reason

Additional Services

The Support Fee does not include and additional charges shall be made for.

Repair or support in respect of any data corruption and in respect of software support arising from such data corruption;

All costs for any calls made to fit supplies;

As a result of the Customer allowing access by a third party to a supported item where EPOS DIRECT has agreed to perform corrective activities and not to terminate the Agreement and not to delete the item concerned from the list of items being supported.

Providing new or updated versions of an operating system of an item of Hardware;

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Telephone (modem) transfer of programs and/or data will be charged to the Customer at EPOS DIRECT prevailing rates. Any Site visits carried out by EPOS DIRECT in respect of support outside that covered by the Support Fee are carried out at EPOS DIRECT discretion and may be chargeable at EPOS DIRECT current daily rate for such service together with the reasonable costs of accommodation, travelling time and travelling expenses all of which shall be over and above the Support Fee covered by this Agreement.

Period of Support

the Support Services shall commence on the Delivery Date and shall be for the Initial Period and thereafter extend automatically for further one year periods unless or until terminated by the either party giving at least 90 days written notice effective and prior to the next Anniversary Date.

The Customer shall not move any supported item either from one Site to another location or within the same or between different buildings without the prior written consent of EPOS DIRECT , as such can affect the ability of EPOS DIRECT to support it. EPOS DIRECT shall have the right to vary the Support Fee or to terminate support in respect of such item or items.

LIABILITY

Each party shall be liable for personal injury or death to any person caused by its negligent acts or omissions or those of its employees, servants or agents. Except as provided in respect of, personal injury or death caused by negligence, EPOS DIRECT liability and/or that of its employees servants or agents, whether in contract, or, negligence or otherwise, shall;

Until acceptance of the System be limited to that directly arising and be limited to an aggregate total of £1,000,000 or the value to EPOS DIRECT of the Price as at the effective date hereof, whichever is the lesser, and

after acceptance and during any period of annual Support Services shall be limited to an aggregate total of the value to EPOS DIRECT of the Support Fee in the year of this Agreement in which a claim arises, and

In respect of additional items shall be limited to an aggregate total of £1,000,000 or the value to EPOS DIRECT of the price of the supply of the additional items, whichever is the lesser. Save as expressly provided in this Agreement EPOS DIRECT shall not be liable for any other loss or damage howsoever caused whether in contract, tort, negligence or otherwise. Notwithstanding any other provision of this Agreement in no event shall either party be liable to the other for any incidental, special, indirect or consequential loss of whatever nature, including but not limited to loss of use and/or loss of profits and/or loss or spoiling of data, howsoever caused, whether occurring in contract, tort, negligence or otherwise, save that the Customer shall be responsible for its actions if it endangers EPOS DIRECT 's and/or its licensors rights of ownership in the Software.

DELIVERY AND FORCE MAJEURE

Delivery time shall not be of the essence of the contract. Whilst EPOS Direct shall use reasonable commercial endeavours to deliver the goods within the estimated delivery timeframe, it shall not be liable for any delay in delivery arising from any cause whatsoever and howsoever arising, including but not limited to periods of exceptionally high demand, peak or holiday seasons, courier capacity constraints, supplier production schedules or other routine operational factors.

Standard delivery shall apply to all orders, unless alternative delivery timelines are expressly agreed in writing with EPOS Direct by an authorised representative. The standard delivery window to process the order and complete delivery shall be fourteen (14) to twenty-one (21) days from the date the order is placed and full payment has been received, calculated Monday to Friday and excluding bank holidays, subject to receipt of all required information, approvals and assets from the Customer.

Where payment is made in instalments via a finance provider or payment plan, delivery shall be subject to formal approval and confirmation of the finance arrangement by the relevant finance provider. The delivery window shall commence only once such approval has been received and confirmed.

Delivery timelines for other peripherals, accessories or additional hardware are subject to availability and the relevant supplier's or manufacturer's production schedules and may vary accordingly.

Where expedited or priority delivery is requested, such delivery shall be subject to courier timelines and availability, and any additional costs (if applicable) shall be borne by the Customer unless otherwise agreed in writing by an authorised employee of EPOS Direct.

Force Majeure

EPOS Direct shall not be liable for any failure or delay in the performance of its obligations (including delivery) where such failure or delay arises from events beyond its reasonable control, including but not limited to adverse or extreme weather conditions, flood, fire, pandemic or public health emergency, war, terrorism, civil unrest, government action or restriction, changes in law, transport network disruption, port or border closures, or industrial action (whether or not affecting EPOS Direct's workforce).

Where a force majeure event occurs, EPOS Direct's obligations shall be suspended for the duration of the event, and the time for performance shall be extended accordingly. Such events shall not entitle the Customer to cancel the order or terminate the contract.

CANCELLATION

All orders placed with EPOS Direct are non-cancellable and non-refundable once order processing has commenced.

Order processing shall be deemed to commence upon the earlier of:

- (a) receipt of the Customer's initial payment (whether full or part payment); or
- (b) receipt of a signed acceptance or written acceptance by email, including acceptance of a sales order, agreement, quotation or similar commercial document; or
- (c) acceptance of EPOS Direct's Terms and Conditions through submission of an online order via EPOS Direct's website, checkout platform or other digital sales channel, including where payment is authorised, reserved or confirmed online.

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By placing the order, the Customer irrevocably authorises EPOS Direct to proceed with fulfilment, including but not limited to allocation of software licences, reservation or assignment of hardware, configuration, provisioning, and scheduling of delivery, installation or services, all of which are carried out in accordance with the Delivery and Force Majeure provisions of these Terms and Conditions.

Due to the commitment of resources and third party costs incurred, all orders are final and may not be cancelled, varied or refunded once order processing has commenced, whether in whole or in part, including where delivery is delayed in accordance with the Delivery and or Force Majeure clauses.

By placing the order, the Customer confirms that this is a business to business transaction and agrees that the terms of the order and sales transaction, together with EPOS Direct's standard Terms and Conditions, apply to and form part of the binding agreement between the parties. Consumer cancellation or cooling off rights do not apply.

Any request for cancellation or variation prior to commencement of order processing must be made in writing and shall be effective only if expressly accepted in writing by an authorised officer of EPOS Direct. EPOS Direct reserves the right, at its absolute discretion, to refuse any such request or to accept it subject to such conditions as it considers appropriate.

DEFECTS AND RETURNS OF EQUIPMENT

If Customer notifies Epos Direct within 48 hours of receipt of goods that the goods are damaged in transit, then Epos Direct will arrange for the replacement of goods. If it is found that the goods were not damaged or a shortfall, Epos Direct will pass the charges to the Customers.

Sometimes, the goods can be returned directly to the manufacturer. Where Epos Direct informs the Customer that this is the case, or the packaging on the goods or the material Customer has in relation to the goods states this, Customer must contact the manufacturer about the defective goods, and customer must not return the goods to Epos Direct.

It is Customers responsibility to comply with any of manufacturer's terms regarding the return, repair or replacement of defective goods. Epos Direct shall not be liable for any goods that cannot be repaired or replaced by the manufacturer because Customer has not complied with its terms.

If Customer chooses to return goods back to Epos Direct, customer must do so within 3 days of receipt of goods and subject to a restock fee of 20% of the original selling price. The return of goods is further subject to being in its original unused condition. The customer is responsible for the delivery of the goods to Epos Direct at Customer expense and only after the Goods have been checked by an engineer of Epos Direct will any payment be agreed upon.

Any of customer's hardware, peripherals, parts send to EPOS DIRECT for diagnosis, inspection, repairs and left with EPOS DIRECT unclaimed for more than 90 days, will be disposed of. At which time, EPOS DIRECT shall have no liability to the customer or any third party. It is the customers responsibility to arrange the collection within 90 days at their cost and to obtain adequate insurance to protect the goods during transit.

GENERAL

The failure by either party to enforce at any time any provision of this Agreement shall not affect its rights to later require complete performance by the other party hereto, nor shall any; waiver of a

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breach of a provision be taken or held to affect its rights in the event of any subsequent or additional breach of the same or any other provision-

The Customer shall neither assign this Agreement nor part with any rights or obligations hereunder in any way whatsoever whether in whole or in part without the prior written agreement of EPOS DIRECT. EPOS DIRECT shall be entitled to sub-contract, sub-let or assign the whole or any part of this Agreement but such shall not adversely affect the Customer's rights hereunder.

Except as expressly provided in this Agreement no warranty, condition, undertaking or term, express or implied, statutory or otherwise as to the condition, quality, performance, merchantability or fitness for purpose of the items supplied or any part thereof shall be assumed by Epos Direct, and except as expressly provided for in this Agreement all such warranties, conditions, undertakings and terms are hereby excluded to the extent permitted by law.

This Agreement constitutes the entire agreement between the parties hereto. No addition or modification to this Agreement shall be binding on either party unless made in accordance with 14.5.

This Agreement may only be amended by written agreement referenced hereto and signed by the duly authorised representatives of Epos Direct. Any notice of termination, breach or other notice of a legal nature required to be given to either party under this Agreement shall be given by first class delivery post to the appropriate address set out in this Agreement.

DATA PROTECTION

General Obligations. Each party will ensure that in the performance of its obligations under this Agreement it will at all times comply with all applicable Data Protection Laws and any other applicable privacy laws and regulations.

Data Controller. The Customer acknowledges and agrees that it will be the Data Controller under this Agreement and that it will be responsible for adequately addressing the use of cookies and data protection obligations in its end-customer / Customer Terms & Conditions and policies. As Eposdirect does not have any control over the Customer's data protection notices, policies and Terms & Conditions, the Customer will indemnify and keep Eposdirect and its Affiliates indemnified against all losses, costs, and liabilities and all expenses, including reasonable legal or other professional expenses, suffered or incurred by Eposdirect arising out of or in connection with any claim or liability arising whatsoever in respect of the cookies on, or the capture of Personal Data through, the Customer's website(s); and (c) the consent of data subjects for the exportation of any Personal Data.

Data Processor. Eposdirect acknowledges and agrees that it will be the Data Processor under this Agreement and that it shall: (a) keep all Personal Data it receives, stores and collects from the Customer strictly confidential, and not disclose any Personal Data to third parties; (b) not use the Personal Data for any purpose other than to perform its obligations under this Agreement; (c) ensure that all Personal Data it receives, stores and collects from the Customer is processed in accordance with this Agreement or as otherwise instructed in writing from time to time by the Customer and Eposdirect shall not process the Personal Data for any other purpose, unless required by law to which Eposdirect is subject, in which case Eposdirect shall to the extent permitted by law inform the Customer of that legal requirement prior to responding to the request; (d) promptly carry out any written request requiring Eposdirect to amend, transfer or delete the Personal Data or any part of the Personal Data made by the Customer during this Agreement; and (e) notify the Customer

eposdirect.co.uk trading name of Epos Direct Europe Ltd

STANDARD TERMS AND CONDITIONS OF SALES

without undue delay or in any case within 48 hours upon Eposdirect or any sub-processor becoming aware of a breach affecting Personal data and at this time providing the Customer with all sufficient information required to meet any obligation to notify the relevant data protection authority or inform affected individuals under applicable Data Protection Laws.

Assistance. Eposdirect agrees to assist the Customer with all subject access requests which may be received from an end-customer in a prompt timeframe (at the Customer's cost) and ensure that appropriate technical and organisational measures are in place to enable the Customer to meet its obligations to those requesting access to Personal Data held by Eposdirect. Upon request, Eposdirect shall provide you with reasonably requested information within a reasonable timeframe in relation to any data impact assessments and/or any prior consultation with the relevant data protection authority, provided that Eposdirect shall be entitled to charge a reasonable fee for such assistance.

Data Transfers. Eposdirect agrees not to transmit any Personal Data to a country or territory outside the European Economic Area without the Customer's prior written consent, provided that such consent is hereby deemed provided where the Personal Data is subject to an adequate level of protection in accordance with Data Protection Laws.

Return of Data: Upon the termination or expiry of this Agreement for any reason, Eposdirect shall return all Personal Data to the Customer as requested by the Customer in writing, provided that this shall not prevent Eposdirect from retaining a copy to meet its legal or regulatory obligations.

Sub-Processors. The Customer hereby agrees that Eposdirect may appoint any of its sub-contractors as sub-processors without requiring further consent. Such sub-contractors are deemed to be approved under this clause and the Customer may request a list of such sub-processors from time to time.

Safeguards. Taking into account the state of the art, the costs of implementation, and the nature, scope, context and purpose of processing as well as the varying risks to rights and freedoms of natural persons, the parties warrant that for the duration of this Agreement they will implement administrative, technical and physical safeguards sufficient to ensure the security and confidentiality, and protect against the unauthorised or accidental destruction, loss, alteration, use, or disclosure, of Personal Data and other records and information of the end-customers or employees and to protect against anticipated threats or hazards to the integrity of such information and records.

The Customer acknowledges and agrees to the processing by Eposdirect of all of the Customer's transactional and sales data, which may include 'Personal Data' (as defined by applicable Data Protection Laws) for all purposes connected with this Agreement.

The Customer acknowledges that any data transmitted over the Internet or through any other form of transmission including by telephony or other electronic means cannot be guaranteed to be free from the risk of interception even if transmitted in encrypted form.

Eposdirect cannot guarantee the recovery of Customer data where this is deleted by the Customer (or Eposdirect at the Customer's request).

For all orders with payment plans between 6 months to 5 years, we will require personal information to include Identification, proof of address. This data will be shared with our funding partners to conduct searches to enable you to finance your purchase.

JURISDICTION

The construction, validity and performance of this Agreement shall be governed by English law and the parties hereby agree to English courts jurisdiction.