

Terms of Business

(1) Interpretation: In these terms of sale, “we” means Retail Hardware Solutions Limited (Trading name IPOSG, Company number 09720631) (and “us” and “our” will be construed accordingly); and “you” means our customer or potential customer (and “your” will be construed accordingly).

(2) The products and services: The Products we supply are electronic point of sale equipment, software and accessories as detailed in our brochure and on our website. We reserve the right to change the specification of our Products if necessary or desirable. The Services we provide are software support services to back up our Products.

These are the terms upon which we provide our Products and/or Services. We may have to revise our terms from time to time to reflect changes in relevant laws or regulatory requirements. If this is necessary we shall notify you in writing. Once we have accepted your order for our Products and/or Services, a contract will have come into existence and will be binding upon you and us. Such contract is the entire agreement between us. Nothing that is not expressly incorporated will form part of the contract. Our website, brochure and advertising materials are produced solely for illustrative purposes. Whilst we make every effort to ensure that they are accurate in all material respects, they do not form part of our contract with you. We will be promoting our services and third-party services on the following platforms; EPOS, IPOSG Cloud, Our IOS and Android applications. Free support customers will be given maximum of 50 transactions a day.

(3) Price and payment: The prices for our Products are those set out in our price list in force at the time we enter into the contract. Our Services are charged on a time and materials basis. The cost of our time is set out in our contract. We shall advise you of the cost of any materials as necessary. All of our prices are exclusive of VAT (unless otherwise specified) which will additionally be payable at the rate applicable at the relevant time.

Our prices may change at any time. You will be notified of such change two months prior to its occurrence. We will not alter the price of our Services more than once in any twelve month period. Any changes to Product prices will not affect contracts which have already come into force.

Payment for Products must be made within 90 days of installation. Payment for Services shall be made by you to us by direct debit or standing order in advance, commencing on the commencement date and continuing monthly for the term of the contract.

If you do not pay the full amount due to by the payment date, then we may charge you interest on the overdue amount at the rate of 2%pa above the base lending rate of the Bank of England from time to time. We may also issue proceedings against you for recovery of all sums due, you may then be liable to pay our fees and costs incurred in doing so. Interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You must pay us the interest and the overdue amount. Without limiting our other rights or remedies, we may suspend provision of the Services to you if you fail to pay any amount due to us on the due date for payment.

If you have a genuine dispute concerning an invoice, then you must let us know the details of such dispute promptly.

If any cheque you give us fails to clear, there will be an additional charge of £55 plus V.A.T.

(4) Product warranties: We warrant to you that at the time of sale the Products purchased from us will:

- (a) conform in all material respects with their description and any applicable specification issued by us; and
- (b) if new, be free from material defects in material and workmanship for a period of 3 years from the date of installation. If such products do fail or do not perform to their optimum level, they have a 3 year “return to base” warranty.

For the avoidance of doubt, above the warranties do not cover (i) any defect in the products arising from fair wear and tear, wilful damage, accident, negligence by you or a third party or abnormal working conditions, (ii) use, storage, installation, operation or maintenance otherwise than in accordance with the manufacturer's or our instructions or recommendations, (iii) any alteration or repair carried out by you or any unauthorised third party, (iv) any defect arising as a result of your specification, or (v) if you make any further use of the Product after giving notice to us of the defect.

(5) Service warranties: We shall provide the Services in accordance with the contract, and shall do so with all reasonable care and skill. We shall use all reasonable endeavour to meet any specified performance times, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services. We have the right to make any changes to the Services that are necessary to comply with any necessary law or safety requirement and which do not materially affect the nature of quality of the Services.

These terms set out the full extent of our obligations and liabilities in respect of the Products and/or Services supplied hereunder. To the maximum extent permitted by applicable law and except as set out herein, all conditions, warranties or other terms concerning the Products and/or which might otherwise be implied into a contract under these terms are expressly excluded.

(6) Your warranties: You warrant to us that:

- (a) you are legally capable of entering into binding contracts, and you have full authority, power and capacity to agree to these terms;
- (b) the information provided by you in your order is accurate and complete;
- (c) you will be able to accept the installation of the Products;
- (d) you will cooperate in all matters concerning the Products and/or Services, including providing us with all information and materials that we may reasonably require, ensuring that all such information is accurate; and

(e) to the extent that the Product is manufactured or altered to your specification, such specification does not actually or potentially infringe the intellectual property rights of any third party.

You hereby indemnify us and undertake to keep us indemnified against all and any liabilities, losses (including direct, indirect or consequential losses, loss of profit and loss of reputation), damages, expenses and costs (including legal expenses and amounts paid in settlement of any demand, action or claim) arising, directly or indirectly, out of any claim made against us or by us for an actual or alleged breach by you of any of your warranties or obligations under these terms.

(7) Limitations and exclusions of liability: Nothing in these terms will limit or exclude our liability for: (a) death or personal injury resulting from negligence; (b) fraud or fraudulent misrepresentation; or (c) any other matter that may not be excluded under applicable law.

Except as set out in this section (7), we shall under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any loss of profit or any indirect or consequential loss arising under or in connection with the contract. And our total liability to you in respect of all other losses arising under or in connection with the contract shall in no circumstances exceed the applicable contract price.

We will not be liable to you in respect of any business losses, including loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

(8) Data storage and liability:

For detailed information about how we handle data please see our Privacy Notice. Our software means that details of transactions between your business and your customers are automatically uploaded to our server and kept for 1 year. If you have a maintenance agreement with us that information is kept throughout that agreement and for 1 year thereafter. You are responsible for taking such backups and such other information which is necessary for you to satisfy HMRC requirements. You accept that we have no liability for any loss of data for technical or other reasons and on that basis you are strongly recommended to and responsible for taking your own backups.

(9) Cancellation and Termination: We may cancel a contract at any time and for any reason before delivery of any Product and before commencement of the Services. If we do so, we will refund to you all monies paid to us. If you wish to cancel and order prior to delivery or commencement of the Services then you must contact us immediately. It may still be necessary for us to charge a cancellation fee.

The contract shall commence on the date of installation and shall continue, unless terminated earlier in accordance with this section (8), until either party gives to the other party thirty days' written notice to terminate, expiring on or after the third anniversary of the commencement of the contract.

We may terminate the contract at any time with immediate effect if:

- (a) you fail to pay, on time and in full, any amount due to us under any contract between us;
- (b) you commit any material breach of your obligations to us under any contract;
- (c) you cease or threaten to cease, or suspend or threaten to suspend to carry on all or substantially the whole of your business;
- (d) you become insolvent or unable to pay your debts within the meaning of the insolvency legislation applicable to you;
- (e) a person (including the holder of a charge or other security interest) is appointed to manage or take control of the whole or part of your business or assets, or notice of an intention to appoint such a person is given or documents relating to such an appointment are filed with any court;
- (f) the ability of your creditors to take any action to enforce their debts is suspended, restricted or prevented, or some or all of your creditors accept, by agreement or pursuant to a court order, an amount of less than the sums owing to them in satisfaction of those sums; or
- (g) any process is instituted which could lead to you being dissolved and your assets being distributed to your creditors, shareholders or other contributors (other than for the purposes of solvent amalgamation or reconstruction); or
- (h) any event occurs, or proceedings are taken, with respect to you in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in this section (8).

On termination or cancellation of the contract for any reason:

- (a) you shall immediately pay to us all outstanding unpaid invoices (and any interest due thereon) and we shall be entitled to invoice for any Products or Services for which no invoice has yet been submitted and such shall be payable immediately upon receipt;
- (b) you shall return to us all Products that have not been paid for in full. If you fail to do so, then we may enter your premises and take possession of them;
- (c) all accrued rights and remedies as at termination shall not be affected; and
- (d) all clauses which expressly or by implication have effect after termination shall continue in force.

(10) Delivery and Risk: Once the Products are ready we shall contact you to arrange installation. Whilst we shall endeavour to meet any specified delivery or installation dates, such dates shall be approximate only, and time shall not be of the essence. If you fail to allow us to install the Products within seven days of the agreed installation date, the delivery of the Products shall be deemed to have taken place at 9am on the eighth day following the agreed date. If you have not allowed us to install the Products within 30 days of the agreed date, we shall be entitled to resell the Products and (following deduction of reasonable storage, insurance and selling costs) to recover from you any shortfall below the price agreed with you.

Otherwise, delivery of the Products shall be completed upon delivery to your location. Once delivery has taken place, responsibility for the Products and all risks (whether insurable or not) relating to the Products will pass to you.

Title to the Products shall only pass to you once payment has been made in full. Until title passes you shall maintain the Products in satisfactory condition and keep them insured against all risks.

If the Products are faulty you must notify us within seven days of delivery giving us details of the problem and we shall, at our option, repair or replace the Products, or refund the price in full.

If you are unhappy with a Product for any reason, you may return it to us at your own costs within seven days of delivery and we will refund you the price of the Product.

(11) General terms:

(a) All intellectual property rights in the Services belong to us.

(b) We shall not be in breach of the contract nor liable for delay in performing, or failure to perform, any of our obligations under the contract if such delay or failure result from events, circumstances or causes beyond our reasonable control. In such circumstances we shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for two months, you may terminate this agreement by giving us 30 days' written notice.

(c) We will treat all your personal information that we collect in connection with your order in accordance with the General Data Protection Regulation and such other data protection legislation as is in force from time to time and in accordance with our Privacy Notice as updated from time to time.

(d) We may transfer our rights and obligations under the contract to another organisation. We shall notify you if this happens. You may not transfer your rights or obligations without our prior written consent.

(e) If any provision of these terms is or become invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If any modification is not possible, the relevant provision shall be deemed deleted.

(f) No failure or delay in exercising, nor part-performance by us of, any right or remedy under the contract shall constitute a waiver of that right or any other right or remedy nor prevent or restrict our further exercise of that or any other right or remedy.

(g) A person who is not a party to the contract shall not have any rights to enforce its terms.

(h) Except as set out in these terms, no variation of the contract, including these terms, shall be effective unless it is agreed in writing and signed by us.

(i) If you have any queries or need to notify us of anything, you can contact our customer service team on **0845 838 0856**.

(j) These terms will be governed by and construed in accordance with English law, and the courts of England and Wales will have exclusive jurisdiction to adjudicate any dispute arising under or in relation to these terms.

FOR FURTHER INFORMATION PLEASE READ OUR FULL TERMS & CONDITIONS ON OUR WEBSITE: www.iposg.com