

MATSUURA MACHINERY LTD

Gee Road, Whitwick Business Park, Coalville, Leicestershire, LE67 4NH. Company number 2592156.

ADDITIVE SALES TERMS AND CONDITIONS (OCTOBER 2020)

1. APPLICATION

These Conditions shall apply to all quotations, offers, orders and contracts for the sale of 3D Printers, Post Processing equipment and associated goods, services, software and works by Matsuura.

2. DEFINITIONS

In these Additive Sales Terms and Conditions, and any contract which incorporates these Additive Sales Terms and Conditions, the following words have the following meanings: **Additional Charge:** any price, charge, or other amount (excluding VAT) which is or becomes payable under this Contract, which is not a Base Charge, including any amount expressly stated to be an Additional Charge or to be additionally chargeable in these Conditions or any other Contract Terms. **Ancillary Goods:** All tooling, equipment and other goods (not being a Processing Unit) separately listed as part of the Deliverables, and any Software not bespoke to the Customer. **Base Charges:** the prices, charges and other amounts (excluding VAT) payable for the Deliverables as stated in the Contract Terms. **Call-Off Payment:** any amount specified in the Contract Terms to be paid by you on account for future goods, services, works, software and materials to be ordered by you. **Charges:** the Base Charges and any Additional Charges. **Conditions:** these Additive Sales Terms and Conditions. **Contract:** the contract which incorporates these Conditions. **Contract Terms:** All written documents forming part of the Contract, as detailed in Condition 3 below. **Customer, you or your:** the person who has entered into the Contract with us as specified in the Contract Terms. **Customer Premises:** the premises of the Customer specified in the Contract Terms, where any Deliverables are to be supplied or performed, including any specified site or Delivery destination. **Deliver and Delivery:** the carriage of the Goods to the Customer Premises, and unloading at the Customer Premises, but not including Installation. **Deliverables:** all equipment, goods, services, works, software and materials to be supplied, or actually supplied, by us under the Contract as specified in the Contract Terms. **Goods:** the Processing Units and Ancillary Goods specified in the Contract Terms. **Install and Installation:** Moving any Processing Unit and Ancillary Goods to their final position at the Customer Premises, connecting electrical, water and other service cabling and pipes, installation and commissioning of the Processing Unit, and testing that the Processing Unit is in operating order using our standard tests or any tests stated in the Contract Terms. **Matsuura, we, us and our:** Matsuura Machinery Ltd of Gee Road, Whitwick Business Park, Coalville, Leicestershire, LE67 4NH, registered in England and Wales with company number 2592156. **Normal Working Hours:** 8:45 am to 17:00 p.m. Monday to Friday (excluding public holidays in the United Kingdom). **Payments:** all amounts payable by you under the Contract, including the Charges, Call-Off Payments, and any value added tax thereon. **Processing Unit:** each 3D printer or postprocessing machine specified in the Deliverables, whether produced by us or a third party. **Services:** any services or works forming part of the Deliverables, including Delivery, Installation, software development, turnkey, and training services. **Software:** any software applications, firmware and other computer code, to be supplied or actually supplied as part of the Deliverables. **Warranty:** each warranty in Condition 13, and any other applicable warranty, term or condition relating to the description, quality, standard or condition of the Deliverables. **Warranty Period:** the period for each Warranty set out in Condition 13.3, or as otherwise set out in the other Contract Terms if different. **Written Materials:** any manuals and other documentation, for the Goods and/or Software, that Matsuura may author, create, produce or supply as part of the Deliverables or in connection with the Contract.

3. CREATION OF CONTRACT AND CONTRACT TERMS

3.1 Quotations, Orders and Order Acknowledgments: Any quotation from us is not a legally binding offer, unless we state otherwise in the quotation. If you wish to proceed with a quotation, we will normally produce a form of contract which each party must sign to create the contract, which we usually refer to as an order acknowledgement. Our order acknowledgement or other form of contract may be different to our quotation, and may reflect any changes since any quotation. If we give a legally binding offer, or acceptance, to you, it is for the supply of the Deliverables on the Contract Terms. We shall be entitled to withdraw our offers at any time before they are accepted by you, and our offers can only be accepted by you giving to us an unconditional acceptance of them. If you submit any order or acceptance to us, then this shall be your legally binding offer and agreement to purchase the Deliverables on the Contract Terms. **3.2 Contract Terms:** The Contract Terms shall comprise the following: (a) these Conditions; (b) any written document (including our order acknowledgement document) produced by us, and signed by you and us, or otherwise accepted by you, which formed the Contract, and any documents referred to in it; (c) any quotation or offer issued by us, which led to the Contract, and any documents referred to in it; (d) any acceptance or counter-offer of ours, against any order or offer you may submit, which led to the Contract, and any document referred to in it; (e) the contents of any unconditional order or acceptance you submit to an offer of ours, which created the Contract; and (f) the contents of any order or offer you submit, which we accept to create the Contract, but excluding any terms incorporated by you by reference into such order or offer. Each document listed above shall take precedence over those listed after it in the event of conflict. All standard terms and conditions of purchase proffered by the Customer are hereby excluded. **3.3 Multiple Processing Units:** If the Contract covers more than one Processing Unit, then there shall be deemed to be a separate Contract for each such Processing Unit together with its associated Ancillary Goods, Services and Software.

4. SALE AND PURCHASE

For each concluded Contract, we agree to sell, supply and deliver to you, and you agree to purchase, take delivery of and pay for the Deliverables specified in the Contract Terms. With respect to any Services our obligation is to use reasonable endeavours to provide those Services.

5. CHARGES

5.1 Payment Obligation: You agree to pay our Charges, and any Call-Off Payments, together with any VAT, in accordance with the Contract Terms. **5.2 Financing:** If you are obtaining any financing for any Charges under this Contract from a third party, then you shall be and remain obliged to pay all Charges and other Payments, but any unconditional payment we may receive from such third party on account of any Charges and other Payments shall discharge that obligation to that extent. **5.3 Unspecified and Estimated Charges:** Any statement by us, including in the Contract Terms, of the amount of any Charge for any services or other labour, is an estimate only, unless it is expressly stated to be fixed. If the Charge for any Deliverables, or the amount of any other Charge, is not fixed, or is not stated at all, then the Charge shall be a reasonable charge specified by us, which may at our option be calculated in whole or in part on a time and materials basis. **5.4 Time and Materials Calculation:** Where any Charges are calculated on a time and materials basis: (a) you shall pay for all services and labour provided at our most recent standard labour rates; (b) you shall pay for all tooling, materials and other goods supplied at our most recent list price, or if none is applicable, at cost plus our standard mark-up; (c) you shall pay for our travel, accommodation and subsistence costs at our most recent standard rates; and (d) we may recharge all other costs and expenses properly incurred, such as carrier, crane hire and sub-contractor costs, at cost plus our standard mark-up. **5.5 VAT:** All Charges and any Call-Off Payments are exclusive of value added tax and any other applicable sales taxes, which shall be payable in addition at the prevailing rate from time to time, at the same time as the associated Charges or Call-Off Payments are payable.

6. PAYMENT TERMS

6.1 Application: Except to the extent alternative payment terms are stated in the Contract Terms, the following terms shall apply. **6.2 Invoicing:** We may invoice for the Base Charges, and all Call-Off Payments, before, when, or at any time after, the Contract is entered into. We may, at our option, invoice for Additional Charges in advance, or when the right to make an Additional Charge has arisen, or when any Deliverables or other goods, work, services, cost or expense covered by the Additional Charge have been commenced, supplied, performed or incurred. **6.3 Payment:** You shall pay our invoices immediately on receipt, unless otherwise agreed in the other Contract Terms. If the other Contract Terms state that any Payment is due or payable at any particular time or on any particular event (such as Delivery), then that Payment shall be paid no later than that particular time or event. If any invoice or Payment is linked to any event or condition, and such event or condition does not occur, or is delayed due to any cause other than our breach of the Contract, then we may invoice and you shall make such Payment on the date such event or condition would reasonably be expected to have occurred but for such cause. **6.4 Currency:** All Payments shall be made in pounds sterling. **6.5 Method:** All Payments

shall be made by BACS bank transfer to such account as we may specify. **6.6 No Set-Off:** All Payments shall be made in full without set-off, deduction, counter-claim, or withholding. **6.7 Interest:** We may charge daily interest on overdue Payments running from the due date until the date of payment (before as well as after judgement) at the rate of 2% per calendar month. **6.8 Non-Payment:** If you fail to make any Payment on the due date then, until Payment is made, we may suspend the Contract and any further supply of any Deliverables.

7. TIMESCALES

7.1 Our Performance: We will use reasonable endeavours to perform the Contract and supply the Deliverables in accordance with any dates or times stated in the Contract Terms or otherwise within a reasonable time. All stated dates and times are estimates only and time for our performance is not of the essence. We shall not be in breach of the Contract for any non-performance or delay in performance unless and until you have given to us notice on or after any applicable date or time for performance has passed and we have failed to perform within a further 90 days following receipt of such notice. **7.2 Scheduling Of Work:** At our request, you must co-operate with us to schedule all activities comprised in the supply of the Deliverables, and agree with us a reasonable plan for this, including a statement of the tasks of both parties, with dates for performance of those tasks, and you must observe that schedule. If we and you cannot agree the schedule, then we shall be entitled to specify the schedule based on our standard practices. Unless otherwise agreed, we are only obliged to carry out the Contract and any Services during Normal Working Hours. **7.3 Specific Dates:** When we are ready to Deliver the Goods, carry out Installation and/or provide any other Deliverables at any Customer Premises, then unless a specific date has otherwise been agreed, we will contact you to agree the specific dates on which this is to take place, but in the absence of agreement we may determine these dates. You acknowledge that we will be booking carriers, staff and sub-contractors based on these dates. If you wish to re-arrange any date you must give us at least 5 days prior notice, any such re-arrangement shall be subject to our agreement, and you shall pay an Additional Charge for any additional or wasted costs and expenses we may suffer or incur as a result of such re-arrangement. **7.4 Deferral:** If you defer Delivery, Installation or provision of any Deliverables, whether with our agreement or not, then unless otherwise agreed by us, the invoice or payment dates for any Payments which are linked to the same shall be such dates as they would reasonably have been had such deferral not occurred, and you shall pay as an Additional Charge all storage costs and other reasonable costs and expenses which we may suffer or incur as a result of such deferral, including with respect to any Processing Unit or Ancillary Goods, and including storage with carriers or at port.

8. SITE SURVEYS, ASSISTANCE AND HINDRANCES

8.1 Site Survey and Requirements: We shall be entitled to conduct one or more surveys and risk assessments of all Customer Premises before providing the Deliverables, and to specify to you the requirements for preparing the sites at the Customer Premises for the Processing Unit, which you must comply with. We may make an Additional Charge for any additional work required on our part which the survey identifies. **8.2 Your obligation to assist:** You agree to co-operate with us, and to provide any labour, facilities, access to premises, assistance and information requested by us to perform the Contract or to provide any remedy for breach of Warranty. In particular, you must: (a) provide anything specified in the Contract Terms; (b) procure that there are staff available at the Customer Premises to receive any Goods and Services, assist our representatives, and otherwise facilitate the provision of the Services and performance of the Contract; (c) provide sufficient, free and safe access to the Customer Premises and sites for the Processing Unit, including any special arrangements for access over any other land leading to the Customer Premises, and obtaining any consents, permissions and approvals needed to access the Customer Premises and provide the Deliverables; (d) provide reasonable facilities at the Customer Premises, including any facilities we request; (e) prepare the Customer Premises, in accordance with our requirements specified to you at any time, including any preparation work for the site for each Processing Unit; and (f) provide and operate all electricity, water, air and other services required for the Processing Unit, including all cabling and pipes for such services up to the place where any Processing Unit is to be sited, and the isolator switches and other points of connection of the services to the Processing Unit. **8.3 Failure to assist us, and hindrances:** For the avoidance of doubt, you must comply with the above in good time, and in advance of anything we are to do which is dependent on your having so complied. If you do not provide or maintain anything required above, or the Customer Premises and/or site for any Processing Unit do not meet our requirements under the Contract, or we find that any additional work, labour or equipment may be required by us to provide the Deliverables as a result of the state or condition of the Customer Premises and/or site for any Processing Unit, or any unforeseen (at the date of the Contract) difficulties or hindrances arise, then: (a) we shall not be liable for any consequences of this; (b) we shall be entitled to a reasonable extension of time for performance of this Contract; and (c) you shall pay an Additional Charge for any resulting additional or wasted work, labour, equipment, cost and expense we suffer or incur, including the cost of returning any Goods to our depot and attempting further Delivery, and including all additional and wasted costs of carriers, staff, sub-contractors and other arrangements made or which need to be made for performance of the Contract.

9. DELIVERY, INSTALLATION AND ACCEPTANCE

9.1 Delivery: We will Deliver the Processing Unit and other Goods to the Customer Premises. **9.2 Passing of Risk:** All Goods shall be at your risk from Delivery. **9.3 Inspection:** You must inspect the Goods immediately following Delivery (or completion of Installation, if we are installing), and we shall not be liable for any non-conformity, damage, defects, shortages or losses in respect of the Goods discoverable on reasonable visual inspection unless you notify us of the same within 2 days after the day of Delivery (or completion of Installation, if we are installing). The provisions in Condition 13 shall apply to any claims in respect of any actual or alleged non-conformity, damage, defects, shortages or losses. **9.4 Installation:** Where provided for in the other Contract Terms, we will carry out Installation of the Goods, which will include a visual inspection of the Goods with you, and the carrying out of our standard tests or any tests agreed with you under the Contract Terms. If the Goods are shown to be in working order and pass such test, you shall sign-off a document required by us to confirm that Installation took place, the results of any inspections and tests, and whether any Processing Unit is producing parts to your reasonable satisfaction. If Installation fails for any reason, you shall give us a reasonable opportunity to rectify the problem, and repeat Installation. You shall not unreasonably refuse to confirm completion of Installation and acceptance of the Deliverables. You shall pay an Additional Charge for Installation, unless a Charge for the same has been agreed in the other Contract Terms. **9.5 Packaging:** All packaging must be returned to us if we request, and in any other case you are responsible for its disposal. **9.6 Delivery Note:** You must sign any Delivery or other note provided to acknowledge receipt of the Goods and performance of any Services. **9.7 Acceptance and Rejection:** Without prejudice to your rights under Condition 13 and without prejudice to any earlier acceptance of the Goods, your right to reject any Goods will cease and you shall be deemed to have accepted the Goods 3 months after the date of Delivery. If Installation is not successful but you start using the Goods, then you will be deemed to have accepted the Goods and your right to reject will cease at that point. You shall cease to have any right to terminate this Contract when your right of rejection of the Processing Unit has ceased above. **9.8 Training:** We will provide all training specified in the Contract Terms within a reasonable time following Delivery and Installation. Unless otherwise agreed, any training will be provided at our premises. We will provide any further training you may require for an Additional Charge. **9.9 Manuals:** We will provide with any Processing Unit all applicable user operating and maintenance manuals.

10. CALL-OFF PAYMENT AND FUTURE SUPPLIES

10.1 Spend Period: Where you make a Call-Off Payment, this shall operate as a payment on account which you may use to order further consumables or other goods from us for up to 1 year from the Delivery of the Processing Unit to you. If you do not order consumables or other goods to the value of your Call-Off Payment within that period, you shall forfeit any remaining balance of the Call-Off Payment. **10.2 No Refund:** You may not ask for the Call-Off Payment to be refunded, but without prejudice to our liability for breach of the Contract. **10.3 Future Supplies:** Each future order from you or contract with us for further consumables or other goods or services shall form a separate contract between you and us for the sale and purchase of the consumables or other goods and service, and shall, unless we apply any other terms, incorporate the current version of our General Sales and Servicing Terms and Conditions

at the date of your order, available on request.

11. CARE FOR PROCESSING UNIT

You must (and this shall be a condition of any Warranty): (a) provide a suitable environment for all Goods in accordance with our reasonable recommendations; (b) operate all Processing Units in accordance with any applicable instruction manuals; (c) carry out all activities which a user of the Goods is required to carry out, including inspection, cleaning and other maintenance activities (paying particular attention to the frequency, quality standards or specifications) as detailed in the manuals and manufacturer instructions or otherwise specified by us; (d) maintain written dated records of user maintenance and provide copies of these to us on request; (e) report to us (or our nominated agent) promptly any visible or apparent deterioration in the performance or condition of any Goods; and (f) not permit the Processing Unit or ancillary devices to be repaired, modified or interfered with by anyone other than us or our nominated agents except for routine maintenance carried out by a user as stipulated in the manufacturer's handbook.

12. TITLE

12.1 Retention of title: Title to the Goods shall pass to you when you have paid in full in cleared funds all Base Charges and associated VAT payable by you under the Contract, and until that time title (including legal and beneficial ownership) is retained by us. Until title has passed you shall be entitled to operate the Goods in your business and you shall keep the Goods in your sole possession. **12.2 Action for price:** Even though title has not passed we shall be entitled to maintain an action for the price (including VAT) of the Goods under Section 49(1) of the Sale of Goods Act 1979. **12.3 Return of the Goods:** Your right to possession of any Goods in which we retain title shall end if any Charge or associated VAT under the Contract becomes overdue or upon the occurrence of any of the insolvency events in Condition 14.3, and in that case we shall have the right to enter any premises where the Goods are located for the purposes of repossessing them. **12.4 Replaced Goods:** Where any Goods or part thereof are replaced by us, we may retain the replaced Goods or parts thereof and you shall procure that title to the replaced Goods or parts shall pass to us.

13. WARRANTY TERMS

13.1 Warranty: We warrant that, at Delivery, the Goods and Software will (a) correspond to the description set out in the Contract Terms, and the specifications provided by us, and (b) be of satisfactory quality as defined in sections 14(2) to (2C) of the Sale of Goods Act 1979 for Goods sold to you, and Sections 4(2), (2A) and (3) of the Supply of Goods and Services Act 1982 for Goods otherwise supplied to you, except that production and performance figures for any Processing Unit are not guaranteed and are estimates only. We warrant that all Services will be provided with reasonable skill and care. **13.2 Warranty Periods:** Unless otherwise stated in the other Contract Terms, the Warranty Periods are as follows: For all new Processing Units and their Ancillary Goods, the Warranty Period is 1 year from Delivery of the Goods. For used and refurbished Processing Units and their Ancillary Goods, the Warranty Period is 3 months from Delivery of the Goods. For Services, the Warranty Period shall be 3 months from completion of those Services. If any Goods, or any parts thereof, are replaced or repaired under a Warranty, such replacement or repair work, and anything supplied as part of such work, will be covered by the same Warranty, but for no longer than the original Warranty Period, which Warranty Period will be extended (with respect to any matter the subject of a claim under the Warranty) by the time taken from the point at which the claim under the Warranty was notified to us, to the point at which the replacement or repair under the Warranty was completed for that claim. All Warranties shall cease to apply and we shall cease to have any liability whatsoever with respect to the Deliverables or for any loss, damage or liability caused by the Deliverables after the end of the applicable Warranty Period. **13.3 Reporting:** You must report any Warranty claim by both email and a telephone call to us or our nominated agent, otherwise you will not be considered to have notified the Warranty claim to us. **13.4 Remedy:** If we breach any Warranty you shall give us a reasonable opportunity to provide one of the following remedies, before exercising any other rights or remedies under this Contract or at law: (a) rectification of the reason for the breach of Warranty; (b) replacement of the affected Deliverables; or (c) a refund of all or part of the Charges with respect to the affected Deliverables proportionate to the effect of the breach of Warranty on their value. We may decide which remedy to provide, and may switch to another remedy if we are not able to provide the remedy we previously chose. We shall not have any liability for the breach of Warranty if we are able to provide at least one of the remedies above within a reasonable time. If we provide a refund (in whole or part) then you shall procure that title to all Goods covered by the refund shall pass back to us, and you shall return the Goods to us on demand. **13.5 Time Limits for Claims:** We shall not be liable for any claim under a Warranty which is: (a) notified to us or our nominated agent later than 30 days after you become or ought reasonably to have become aware of the circumstances giving rise to a claim under the Warranty; and (b) in any event is notified to us or our nominated agent later than 30 days after the end of the applicable Warranty Period. **13.6 Claims Handling:** You must give reasonable details of any claim and allow us a reasonable opportunity to inspect any Deliverables. Where we are to carry out any remedial work in relation to any Deliverables, we will normally send one representative, and you will be expected to provide any other staff and facilities reasonably required to assist our representative to carry out the remedial work. To remedy any breach of Warranty we shall be entitled to take any Goods away. **13.7 Invalid Claims:** Whilst any claim is being assessed and/or disputed we may elect to remedy the alleged breach of Warranty, and we may make an Additional Charge for any inspections, work, costs and expenses incurred by us in respect of any claimed breach of Warranty which is invalid. **13.8 Exclusion of Implied Terms:** All warranties, terms or conditions implied by statute, common law, custom or otherwise as to the condition or quality of the Deliverables, or fitness for purpose of the Deliverables, or correspondence of the Deliverables with any sample or description, are hereby excluded, except for any terms implied by law concerning title to the Goods. **13.9 Exceptions:** We shall not be liable under any Warranty for any matter, circumstance, malfunction, fault or damage: (a) resulting from or constituting normal deterioration or wear and tear; (b) resulting from failure by you to operate, maintain or care for any Goods in accordance with the Contract and any instructions or manuals provided; (c) arising when you could have taken reasonable steps to prevent further damage; (d) arising from any cause external to any Processing Unit or other Goods (including interruption to any electricity or other services); or (e) where you do not contract with us to carry out servicing of the Goods offered by us, and it would not have arisen had you so contracted and had we provided such servicing. We shall be entitled to make an Additional Charge for investigating, repairing or rectifying any such matter, circumstance, malfunction, fault or damage. We shall have no obligation to replace any consumables, (including lubricants, filters, processing materials) when they have been consumed.

14. TERMINATION

14.1 Non-Payment: We may terminate the Contract if any Payments become overdue and are not paid by you within 14 days of notice from us. **14.2 Breach:** Subject to the other terms of this Contract, a party may terminate the Contract if the other is in material breach of the Contract and such breach is not remedied within 30 days of notice of the breach. **14.3 Insolvency:** Subject to the other terms of this Contract, a party may terminate the Contract if: (a) the other becomes insolvent or bankrupt, (b) the other has a receiver, administrative receiver or administrator appointed in respect of the whole or any part of its undertaking or assets, (c) the other has any order made or resolution passed for its winding-up or liquidation, (d) the other makes any compromise or arrangement with its creditors, (e) any distress or execution occurs in relation to the other's assets, or (f) the other suffers any analogous event to those in (a) to (e) in any part of the world.

15. INTELLECTUAL PROPERTY AND LICENCES

15.1 Ownership: All copyrights, design rights, patents, trade-marks and other intellectual property rights in or to any Deliverables shall be and shall remain our sole and absolute property and that of any third party that owns such rights, and no express or implied licences are given in relation to the same except as stated below. **15.2 Software Licence:** Where we supply any Software as part of the Deliverables then this will be supplied on any licence terms referred to in the Contract Terms or which are supplied in any documents accompanying the Software or which must be accepted as part of the installation of the Software. In addition, the following licence terms apply: (a) the Software is licensed on a non-exclusive basis; (b) the Software may only be used for Goods supplied by us; (c) where the Software is designed to form part of a Processing Unit, then such Software may only be used within and as part of that Processing Unit; (d) where any Software consists of programs to control a Processing Unit (or any other code for specific operations) to process specific items which a user would expect to write and edit, then we grant you a licence to use and edit such Software for use in any Processing Unit supplied by us; and (e) where any Software is supplied for installation on a separate computer to remotely operate

and monitor a Processing Unit supplied by us, then you may install such Software on a single PC and keep a back-up, and use such Software only for the purpose of controlling a Processing Unit. **15.3 Written Materials Licence:** In relation to any Written Materials provided by Matsuura, the Customer is granted a non-exclusive licence to use and reproduce such Written Materials for the sole purposes of operating and maintaining any Goods supplied by us.

16. PROCESSING UNIT PURCHASES

Where we are purchasing a used Goods from you under the Contract (whether or not originally supplied by Matsuura), or taking such Goods in part-exchange for any Processing Unit to be sold under the Contract, then title to those Goods (and any equipment forming part of them) shall pass to us on the earlier of collection of the used Goods by us or payment by us for those Goods, or Delivery of any Processing Unit for which it is being taken in part-exchange, and risk shall on collection by us.

17. EXCLUSION AND LIMITATION OF LIABILITY

17.1 Liability Excluded and Limited: The following terms and conditions set out limitations and exclusions of: (a) our liability to you under or for breach of the Contract (including any Warranty), (b) our liability to you for or in respect of tort, negligence, or breach of statutory duty, connected with this Contract; (c) liability to you imposed by statute connected with this Contract; (d) any strict liability to you connected with this Contract; (e) any liability to you for misrepresentation (other than fraudulent misrepresentation) connected with this Contract; and (f) any other liability we may have to you whatsoever connected with this Contract. References to: "connected with this Contract" means under, for breach of, connected with, or arising out of or in the course of performance of the Contract, or arising out of, connected with, or applicable in relation to the Deliverables. References in the Contract Terms to our liability to you are to any and all such liability as is stated in this Condition 17.1. References in the Contract Terms to a "cause of action" means any cause of action, omission, event, incident or circumstance which comprises or gives rise to any liability of us to you. **17.2 Liability Not Limited:** We do not limit or exclude our liability to you: (a) for death or personal injury caused by our negligence; (b) for fraud or fraudulent misrepresentation; or (c) to refund you any Payments in the event of our breach of any terms implied by law concerning title to the Goods. Subject to Conditions 9.7 and 13, we do not limit or exclude our liability to you to refund all or any part of any Payments made (including by way of restitution) due to total failure of consideration or diminution in value with respect to any Deliverables. **17.3 Excluded Types of Loss:** Except for the liability referred to in the Condition 17.2, we shall have no liability to you for any of the following, including where direct or foreseeable (each of which heads of loss is separate and severable): (a) loss of revenue, bargain, profit, anticipated savings, contract, business, expectation, use, production, or goodwill; (b) any costs, expenses, liabilities, or commitments suffered, incurred or entered into in reliance on the Contract; (c) any costs of purchasing or hiring substitutes or replacements for the Deliverables; (d) any costs of outsourcing the processing of any components, parts or other items; (e) any wasted or additional costs, expenses or time (including wasted management time); (f) any liability of the Customer to any third party; (g) ex gratia payments; (h) fines and penalties; and (i) loss or damage to any components, parts or other items howsoever caused. Except for the liability referred to in the Condition 17.2, we shall have no liability to you for any special, indirect or consequential losses. **17.4 Property Loss and Damage:** Except for the liability referred to in the Condition 17.2, our liability to you for the cost of repairing or replacing, or the diminution in value of, any tangible property (other than any Processing Unit or other Goods) stolen, lost, damaged or destroyed, shall be limited to £1,000,000 per calendar year in aggregate for all causes of action occurring in that calendar year. **17.5 Damage to Goods:** Except for the liability referred to in the Condition 17.2, our liability for the cost of repairing or replacing, or the diminution in value of, any Processing Unit or other Goods stolen, lost, damaged or destroyed shall be limited to the amount which is the lesser of (a) the cost of repair, (b) the cost of replacement, (c) the diminution in value, (d) the Charges for the Goods, and (e) the then current market value, of the affected Processing Unit or other Goods. You shall indemnify us against any liability we have to a third party for any loss, damage or theft of any Processing Unit or other Goods. **17.6 General Limitation:** This Condition 17.6 shall not apply to any liability which is covered by Condition 17.2. Any liability which is validly and effectively limited or excluded by any other Contract Term shall not count towards the limits in this Condition 17.6. Any liability which is the subject of a separate limit in Condition 17.4 or 17.5, shall not be covered by the limits in this Condition 17.6, unless such separate limit is not enforceable. Our total liability to you is limited to 20% of the total Base Charges in each of the following cases (so that each case shall be construed as a separate and severable limit): (a) for all causes of action in aggregate; (b) for all causes of action which are based on at least one common fact or finding of fact, in aggregate; and (c) for each individual cause of action. In any event, our total liability to you is limited to £100,000 in each of the following cases (so that each case shall be construed as a separate and severable limit): (a) for all causes of action in aggregate; (b) for all causes of action which are based on at least one common fact or finding of fact; and (c) for each individual cause of action. **17.7 Application of caps:** Each stated exclusion and limit on our liability to you shall be separate and severable, and shall be applied independently of, and in parallel with, each other exclusion or limit, so that if any exclusion or limit shall exclude or limit any liability to a greater extent than another, it shall take precedence. Any stated limit on liability shall be £1,000, if this would be higher than the amount calculated above. The figures for limits on our liability to you stated above are stated as at the version month of these Conditions, and for a particular Contract, they shall be the above figures increased by the percentage change in the retail prices index (all items) published by the United Kingdom government (or its nearest equivalent if it ceases to apply) between the index published for the version month of these Conditions, and the index published for the month immediately prior to the month in which the Contract was made.

18. FORCE MAJEURE

We shall not be liable to you for non-performance or late performance of the Contract due to any matter beyond our reasonable control, including war, threat of war, terrorism, riot, civil commotion, public demonstration, blockade, or sabotage, the act or direction of any government, government authority or legislator, industrial action (including our own employees), lightning, fire, explosion, storm, flood, earthquake, accumulation of snow or ice, or drought, shortages (including of fuel, utilities, and raw materials), vandalism, theft and other criminal action, interruption or failure of utilities, or anything of a similar nature affecting our carriers, sub-contractors or suppliers. If the delay or non-performance continues for more than 3 months, then we or you may terminate the Contract, in which case we will repay any advance payments received from you, but you must still pay for Deliverables actually received.

19. GENERAL

19.1 Entire agreement: The Contract Terms constitute the entire agreement between you and us. We each agree that we have not relied on any statement or representation of the other in entering into the Contract, but without excluding any liability for fraudulent misrepresentation. **19.2 Confidentiality:** The parties shall keep confidential all information of the other supplied in connection with the Contract, unless such information is or becomes lawfully in the public domain. **19.3 Assignment:** You must not assign or transfer the Contract without our prior written consent, which will not be unreasonably withheld. **19.4 Sub-Contracting:** We may sub-contract our obligations under the Contract. **19.5 Third Parties:** The Contract shall not confer any benefit on any third party or be enforceable by any third party. **19.6 Invalid Terms:** Each of the terms of the Contract is separate and severable. If any term is held to be void or invalid by any court, it shall be severed from the Contract, and the remaining terms of the Contract shall continue in full force and effect. **19.7 Notices:** Notices given under the Contract shall be in writing and be sent by hand, pre-paid first class post, fax or e-mail. Notices shall be sent to the postal or e-mail address, or fax number of a party set out in the Contract Terms, or any alternative notified under this Condition. A notice shall be deemed to be received: if delivered by hand, at the time of delivery; if sent by first class post, on the second day from the day of posting; if sent by fax, on completion of uninterrupted transmission; and if sent by email, on receipt at the mail server of the intended recipient. **19.8 Interpretation:** A reference to a person includes a reference to an individual, partnership, LLP, company, government body, or any other entity having separate legal personality; a reference to the singular shall include the plural and vice versa; a reference to any gender shall include every gender; the words "include" and "including" are deemed to be followed by the words "without limitation"; and a reference to a representative includes any officer or employee, or any sub-contractor, and any representative of a sub-contractor; a reference to any legislation shall include any amendments to or replacements for the same. **19.9 Law:** The Contract shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.