

TERMS AND CONDITIONS FOR SALE OF GOODS AND SERVICES

These terms and conditions (the "**Terms**") govern the sale of Goods and Services sold by Puzzle Technology to the Customer (collectively, the "**parties**" and each a "**party**").

1 INTERPRETATION

1.1 Definitions:

- 1.1.1 "**Agreement**" means the agreement between the parties for the sale and purchase of the Goods and/or Services which shall include the Quote and these Terms and any other supplementary terms expressly referred to in the Quote.
- 1.1.2 "**Applicable Laws**" means all applicable laws, statutes and regulations from time to time in force.
- 1.1.3 "**Business Day**" means a day (other than a Saturday, Sunday or public holiday in England) when the banks in London are ordinarily open for business, excluding the days between Christmas and New Year.
- 1.1.4 "**Business Hours**" means 9.00 am to 5.00 pm, UK time, on a Business Day.
- 1.1.5 "**Commencement Date**" means the date this Agreement comes into existence as set out in clause 2.3.
- 1.1.6 "**Customer**" means the business, organisation, or person who purchases the Goods and/or Services from Puzzle Technology.
- 1.1.7 "**Customer Data**" means any information that is provided by or on behalf of the Customer to Puzzle Technology as part of the Customer's use of the Services.
- 1.1.8 "**DP Schedule**" means Puzzle Technology's data protection schedule found here: <https://puzzletech.co.uk/dps>
- 1.1.9 "**Fees**" means the fees for the Goods and/or Services as detailed in the Quote.
- 1.1.10 "**Goods**" means the goods (or any part of them) as set out in the Quote and comprising the Hardware and Software together.
- 1.1.11 "**Hardware**": means the hardware and electronics set out in the Quote.
- 1.1.12 "**Intellectual Property Rights**" means all copyright, database rights, topography rights, design rights, trademarks, trade names, utility models, patents, domain names and any other intellectual property rights of a similar nature (whether or not registered) subsisting anywhere in the world in or associated with the Goods.
- 1.1.13 "**Order**" means the Customer's order for the Goods and/or Services as set out in an agreed Quote.
- 1.1.14 "**Puzzle Technology**" means Puzzle Technology Ltd, a company incorporated and registered in England and Wales with company number 10006894 and whose registered office is at 1st Floor 27 Edison Road, St. Ives, Cambridgeshire, England, PE27 3LF.
- 1.1.15 "**Quote**" means the sales document issued by Puzzle Technology setting out the Goods and/or Services for the Customer, and which reference these Terms and

any other supplementary terms.

- 1.1.16 "**Services**" means the services (if any) detailed in the Quote and provided in accordance with the SLA, if applicable.
- 1.1.17 "**SLA**" means the Service Level Agreement as referenced in the Quote, if applicable.
- 1.1.18 "**Software**" means the computer executable binary code in object form that is made available under the software license at clause 4.5.
- 1.1.19 "**Specification**" means any specification for the Goods, including any related plans and drawings, which are provided by Puzzle Technology.
- 1.1.20 "**Third Party Supplier**" means any third party supplier used by Puzzle Technology in connection with the provision of the Goods or Services including service providers, manufacturers, consultants or contractors.

1.2 Interpretation:

- 1.2.1 Clause, Schedule (if any) and paragraph headings shall not affect the interpretation of these Terms.
- 1.2.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular, and a reference to one gender shall include reference to the other genders.
- 1.2.4 These Terms shall be binding on, and enure to the benefit of, the parties to the Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.2.5 A reference to **writing** or **written** includes email.
- 1.2.6 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.2.7 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 BASIS OF AGREEMENT

- 2.1 In consideration of payment in full and in accordance with clause 7, the Customer and Puzzle Technology agree that:
- 2.1.1 the Hardware shall be sold; and
- 2.1.2 the Software shall be licensed;
- to the Customer in accordance with these Terms.
- 2.2 These Terms apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom,

practice or course of dealing.

- 2.3 Any Quote given by Puzzle Technology shall not constitute an offer and is only valid for the period specified in the Quote, or, where no period is specified, at the end of the Business Day on which the Quote was given.
- 2.4 Once a Quote has been agreed (verbally or in writing) it shall be deemed as an Order by the Customer of the Services or Goods referenced in that Quote. A binding and enforceable contract based exclusively on the terms and conditions of the Agreement shall come into existence upon the earlier of: (a) Puzzle Technology providing the Customer with written confirmation that an Order has been accepted; or (b) the commencement of the provision of the Services or Goods referenced in an Order. For the avoidance of doubt the Customer cannot cancel an Order once it has been accepted by Puzzle Technology.
- 2.5 The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.
- 2.6 Any samples, drawings, descriptive matter or advertising produced by Puzzle Technology and any descriptions or illustrations contained in Puzzle Technology's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Agreement or have any contractual force.
- 2.7 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Terms.

3 GOODS

- 3.1 The Goods are described in the Specification.
- 3.2 Puzzle Technology reserves the right to amend the Specification if required by any Applicable Laws or regulatory requirements.
- 3.3 The Customer shall ensure that any Goods received from Puzzle Technology under the Agreement will not be exported, diverted, transferred or otherwise disposed of in violation of any import or export legislation, either in their original form or after being incorporated into other items and shall be responsible for obtaining at their expense any license or complying with any import legislation.
- 3.4 The Customer shall not disassemble, decompile, reverse engineer or convert the whole or any part of the Goods.

4 DELIVERY AND SOFTWARE LICENCE

- 4.1 Puzzle Technology shall deliver the Goods to the location set out in the Quote or such other location as the parties may agree (the "**Delivery Location**").
- 4.2 Delivery of the Goods shall be completed on the Goods arrival at the Delivery Location.
- 4.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Puzzle Technology shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Puzzle Technology with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.4 The Customer shall ensure that it is available to accept delivery of the Goods at the Delivery Location. If the Customer fails to accept delivery of the Goods, then:
 - 4.4.1 delivery of the Goods shall be deemed to have been

completed at 9.00 am on the date of their initial arrival at the Delivery Location; and

- 4.4.2 Puzzle Technology shall store the Goods until actual delivery takes place and charge the Customer for all related costs and expenses (including insurance).
- 4.5 In consideration of the payment in full and in accordance with clause 7, Puzzle Technology hereby grants to the Customer a non-exclusive, non-transferable right to use the Software on the Hardware during the term of this Agreement for the purpose of operating the Goods.

5 LIMITED WARRANTY

- 5.1 Puzzle Technology warrants to the Customer that, on delivery, and for such period as is set out in the Quote (each a "**Warranty Period**"), the Hardware shall conform in all material respects with the Specification (the "**Limited Warranty**").
- 5.2 In respect of Services, Puzzle Technology warrants to the Customer that the Services shall be performed by an appropriate number of suitably qualified and experienced personnel and using all reasonable skill and care and materially in accordance with the SLA, if applicable.
- 5.3 In the event Puzzle Technology purchases or procures any goods or services from a Third Party Supplier in connection with the provision of the Goods and/or Services under this Agreement, in addition to the foregoing warranties, and upon payment of any additional sums (as set out in the Quote), to the extent permitted pursuant to its contract with such Third Party Supplier, Puzzle Technology may pass-through or assign to Customer the rights Puzzle Technology obtains from the manufacturers and/or sellers of such goods, all to the extent that such rights are assignable including, without limitation, any manufacturer warranties.
- 5.4 In the event that the Customer identifies a fault with some or all of the Goods during the applicable Warranty Period, it shall notify Puzzle Technology in writing within three Business Days of identifying the fault, stating which of the Goods do not comply with the warranty in clause 5.1 and 5.3 (if applicable).
- 5.5 Puzzle Technology shall, at its sole option:
 - 5.5.1 repair or facilitate the repair of any defective parts, free of charge for the necessary parts and labour to complete the repair to restore the Goods to their proper operating condition; or
 - 5.5.2 replace the Goods with a direct replacement or with similar Goods deemed by Puzzle Technology to perform substantially the same function as the original Goods; or
 - 5.5.3 issue a refund of the original purchase price, less any depreciation to be determined based on the age of the Goods at the time a remedy is sought under the Limited Warranty.
- 5.6 Return of any of the Goods to Puzzle Technology by the Customer, as set out in clause 5.5, shall be at the expense of the Customer.
- 5.7 Puzzle Technology may, in its sole discretion, discuss the fault with the Third Party Supplier and the Customer hereby consents to Puzzle Technology sharing its data and contact information with the Third Party Supplier for the purposes of resolving any fault.

- 5.8 The Customer acknowledges that, following the discussion between Puzzle Technology and the Third Party Supplier set out in clause 5.6, the Third Party Supplier may contact the Customer to discuss the fault further.
- 5.9 The Customer acknowledges that until they are contacted by the Third Party Supplier, unless Puzzle Technology advises otherwise the Customer is not permitted to contact the Third Party Supplier directly.
- 5.10 Puzzle Technology shall not be responsible for any costs associated with the removal or re-installation of the Goods from or to any installation of the Goods. Puzzle Technology shall not be responsible for any costs associated with setting up the Goods and adjustment to any associated controls or programming required for a specific installation of the Goods.
- 5.11 Puzzle Technology shall not be liable for any failure of the Goods to comply with the Limited Warranty if:
- 5.11.1 the label bearing the serial number of the Goods has been removed or defaced or is unreadable for any reason;
- 5.11.2 the Customer makes any further use of such Goods after giving notice in accordance with clause 5.4;
- 5.11.3 the defect arises because the Customer failed to follow Puzzle Technology's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- 5.11.4 the Customer alters or repairs such Goods without the written consent of Puzzle Technology;
- 5.11.5 the defect arises as a result of (i) fair wear and tear; (ii) wilful damage; (iii) negligence; (iv) abnormal storage or working conditions; (v) exposure to excess moisture, heat, lightning strike, power surges, earthquakes, flood or other acts of nature; (vi) the use of replacements parts or consumables not authorised by Puzzle Technology or the manufacturer of the Goods; or (vii) the installation or removal of the Goods from any installation; or
- 5.11.6 the Goods differ from the Specification as a result of changes made to ensure they comply with Applicable Laws or regulatory requirements.
- 5.12 Damage resulting from improper packing and shipping should be addressed to the carrier.
- 5.13 Except as provided in this clause 5, Puzzle Technology shall have no liability to the Customer in respect of the Goods' failure to comply with the Limited Warranty set out in clause 5.1.
- 5.14 Puzzle Technology shall use reasonable endeavours to ensure that appropriate safety and security systems, policies and procedures are maintained and enforced to prevent unauthorised access or damage to, and to ensure the back up of Customer Data, in accordance with Good Industry Practice. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against Puzzle Technology shall be for Puzzle Technology to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier in accordance with its archiving procedure. Puzzle Technology shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party.
- 5.15 Save as set out in this clause 5, to the fullest extent permitted by law, Puzzle Technology makes no express or implied warranty or representation concerning the Goods and therefore excludes all conditions, warranties and representations (express or implied), statutory or otherwise in respect of the Goods and any deliverable under the Agreement.
- 5.16 These Terms shall apply to any repaired or replacement Goods supplied by Puzzle Technology.
- ## 6 TITLE AND RISK
- 6.1 The risk in the Goods shall pass to the Customer either when its agent collects from Puzzle Technology's warehouse or when delivery of the Goods is deemed complete in accordance with clause 4.2 (whichever is earlier).
- 6.2 Title to the Goods shall not pass to the Customer until Puzzle Technology has received payment in full (in cash or cleared funds) for the Goods. Until title passes in accordance with clause 6.2 the Customer shall hold the Goods as bailee of Puzzle Technology and must keep the Goods free from any charge, lien or other encumbrance. Puzzle Technology shall be entitled at any time either to require the Customer to deliver the Goods to Puzzle Technology or allow Puzzle Technology (with or without prior notice) to enter the premises where the Goods are stored and repossess the same. All charges incurred by Puzzle Technology in either respect shall be the Customer's responsibility. If the Customer purports to sell the Goods before payment is made to Puzzle Technology the proceeds of the sales shall belong to Puzzle Technology until payment in full has been received by Puzzle Technology.
- 6.3 Following the transfer of title in the Goods to the Customer in accordance with the Agreement, the Customer shall (where applicable):
- 6.3.1 be responsible for financing the collection, treatment, recovery and environmentally sound disposal of all WEEE (as hereinafter defined) arising or deriving from the Goods; and all WEEE arising or deriving from goods placed on the market prior to 13 August 2005 where such goods are to be replaced by the Goods and the Goods are of an equivalent type or are fulfilling the same function as that of such goods;
- 6.3.2 comply with all additional obligations placed upon the Customer by the Waste Electrical and Electronic Equipment Regulations 2006 (the "**WEEE Regulations**") by virtue of the Customer accepting the responsibility set out in clause 6.3.1 above;
- 6.3.3 provide the Customer's WEEE compliance scheme operator with such data, documents, information and other assistance as such compliance scheme operator may from time to time reasonably require to enable such compliance scheme operator to satisfy the obligations assumed by it as a result of the Customer's membership of such scheme;
- 6.3.4 be responsible for and finance the secure disposal of data, documents and information in relation to all disposals under the WEEE Regulations;
- 6.3.5 be responsible for financing the collection, treatment, recovery and environmentally sound disposal of all other waste generated through, as a result of or in relation to installation of the Goods; and
- 6.3.6 be responsible for all costs and expenses arising from and relating to its obligations set out in this paragraph.
- 6.4 The terms used in clause 6.3 above shall have the meaning ascribed thereto in the WEEE Regulations.

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| 7 | CUSTOMER'S OBLIGATIONS | | |
| 7.1 | The Customer shall: | | |
| 7.1.1 | co-operate with Puzzle Technology in all matters relating to the Services; | 8.2.1 | any factor beyond Puzzle Technology's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); |
| 7.1.2 | provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services; | 8.2.2 | any request by the Customer to change the delivery date(s), quantities or types of Goods and/or Services ordered, or the Specification; or |
| 7.1.3 | provide Puzzle Technology with such Customer Data, information and materials as Puzzle Technology may reasonably require in order to supply the Services, and ensure that such information is up-to-date, complete and accurate in all respects; | 8.2.3 | any delay caused by any instructions of the Customer or failure of the Customer to give Puzzle Technology adequate or accurate information or instructions. |
| 7.1.4 | obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; | 8.3 | Unless otherwise agreed in writing all prices for the Goods are quoted ex warehouse, inclusive of packing but exclusive of relevant taxes (including VAT) and delivery charges. |
| 7.1.5 | grant to Puzzle Technology authority to enter into agreements and/or accept terms on behalf of and in the name of the Customer for the sole purpose of providing the Goods and/or Services; | 8.4 | The Fees shall be paid by the Customer to Puzzle Technology upon submission of invoices by Puzzle Technology, submitted in accordance with the intervals and the timeframes set in the Quote or as notified to the Customer in writing from time to time, and in accordance with the payment terms set out in the invoice or, if no payment terms are included, in accordance with the following: |
| 7.1.6 | comply with all applicable laws, including health and safety laws; and | 8.4.1 | invoices issued on a recurring basis in accordance with the relevant Quote shall be paid by Direct Debit or automated payment method approved by Puzzle Technology by the due date specified in the invoice or any other date notified to the Customer in writing from time to time. |
| 7.1.7 | keep all materials, equipment, documents and other property of Puzzle Technology (the Puzzle Technology Property) at the Customer's premises in safe custody at its own risk, maintain the Puzzle Technology Property in good condition until returned to Puzzle Technology, and not dispose of or use the Puzzle Technology Property other than in accordance with Puzzle Technology's written instructions or authorisation. | 8.4.2 | the Fees for any Services provided on a pay-as-you-go basis, and for any services provided by Puzzle Technology outside of the scope of a Quote, shall be invoiced by Puzzle Technology either, at Puzzle Technology's option: |
| 7.2 | If Puzzle Technology's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default): | 8.4.2.1 | in advance of the provision of the applicable Services and paid immediately after provision of an invoice which shall also be in advance of the applicable Services; or |
| 7.2.1 | without limiting or affecting any other right or remedy available to it, Puzzle Technology shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Puzzle Technology's performance of any of its obligations; | 8.4.2.2 | upon completion of the relevant Service and shall be paid by the Customer within seven (7) days of the date of the relevant invoice; |
| 7.2.2 | Puzzle Technology shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Puzzle Technology's failure or delay to perform any of its obligations as set out in this clause 7.2; and | 8.4.3 | the Fees for any one-off purchase of Hardware payable by a Customer who holds an account with Puzzle Technology shall be paid: |
| 7.2.3 | the Customer shall reimburse Puzzle Technology on written demand for any costs or losses sustained or incurred by Puzzle Technology arising directly or indirectly from the Customer Default. | 8.4.3.1 | for Hardware with a total value of less than £1,000 excluding VAT, upon placement of an Order; |
| 8 | PRICE AND PAYMENT | 8.4.3.2 | for Hardware with a total value of £1,000 or more excluding VAT, a deposit is required at the time of order, this will be defined within the quote you receive or where not detailed 50% of the total invoice amount will be due upon placement of an Order with the balance to be paid within seven (7) days after the goods are delivered; |
| 8.1 | The price of the Goods and/or Service shall be the price set out in the Quote, or, if no price is quoted, the price set out in Puzzle Technology's published price list in force as at the date of delivery, or on a times and materials basis at Puzzle Technology's current rates at the date of delivery. | 8.4.3.3 | for Hardware and related services provided at Puzzle Technology' discretion without a Quote in response to a Customer emergency and with a total combined value not exceeding £250 excluding VAT, within seven (7) days of the date of the relevant invoice; and |
| 8.2 | Puzzle Technology may, by giving notice to the Customer at any time before delivery, increase the price of the Goods and/or Services to reflect any increase in the cost of the Goods and/or Services that is due to: | 8.4.4 | the Fees for any Hardware payable by all other Customers shall be paid in full upon placement of an Order. |
| | | 8.5 | Except as stated above, unless another method has been expressly agreed with the Customer, all recurring Fees shall be paid by Direct Debit and all other Fees shall be paid by Direct Debit or by other automated payment methods approved by Puzzle Technology. The |

- Customer shall on the Commencement Date accepted any Direct Debit mandates and/or provide to Puzzle Technology valid, up-to-date and complete payment card details and any other relevant, up-to-date and complete contact and billing details and the Customer hereby authorises Puzzle Technology to bill such payment card on the date on which the Fees become due as set out in the Terms and in the invoice.
- 8.6 If the Customer fails to make any payment due to Puzzle Technology under the Agreement by the due date for payment, then the Customer shall:
- 8.6.1 pay interest on the overdue amount at the rate of 2.5% per month and deliveries will be suspended. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount; and
- 8.6.2 reimburse all costs and expenses (including legal costs) incurred by Puzzle Technology in the collection of any overdue amount.
- 8.7 The Customer shall pay all amounts due under the Agreement in full without any set-off, counterclaim, deduction or withholding. Where the Customer is required by the law of any non-UK jurisdiction to make a withholding, the Customer shall pay to Puzzle Technology such sum as will, after the making of any withholding, leave Puzzle Technology with the same amount as it would have received had no withholding been made. Puzzle Technology may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Puzzle Technology to the Customer.
- 8.8 Puzzle Technology shall be entitled to increase the pricing for the Goods and/or Services:
- 8.8.1 in line with the Retail Price Index (plus 4%) to take effect : (a) where the Customer has entered into an annual contract for such Goods or Services, on the anniversary of the Commencement Date by notification to the Customer no later than 60 days prior to the next anniversary of the Commencement Date or (b) where the Customer has not entered into an annual contract for such Goods or Services, 60 days' after being notified of such an increase; and/or
- 8.8.2 as it otherwise deems appropriate on the provision of 60 days' notice to take effect on the expiry of such notice period.
- 9 INTELLECTUAL PROPERTY RIGHTS**
- 9.1 Except as expressly provided herein or as may be agreed in writing between the parties from time to time, the Customer will not receive any rights by implication or otherwise in any Goods and/or Services received by them under the Agreement. Unless otherwise explicitly agreed in writing, Puzzle Technology will retain all Intellectual Property Rights it possesses with regard to any and all documents, design, process, manufacturing and other technologies used in or resulting from the development, provision or production of the Goods and/or Services.
- 9.2 The Customer shall not rebrand the Goods and/or Services or remove any copyright notices, confidential or proprietary legends or identification from the Goods and/or Services.
- 10 CONFIDENTIALITY**
- 10.1 Each party undertakes that it shall not at any time during the term of the Agreement, and for a period of two years after termination or expiry of the Agreement, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 10.2.
- 10.2 Each party may disclose the other party's confidential information:
- 10.2.1 to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 10; and
- 10.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Agreement.
- 11 TERMINATION AND SUSPENSION**
- 11.1 Without limiting its other rights or remedies, Puzzle Technology may terminate the Agreement with immediate effect by giving notice to the Customer if:
- 11.1.1 the Customer commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within 5 Business Days of the Customer being notified in writing to do so; or
- 11.1.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.
- 11.2 The Customer's notice to terminate shall only be effective where it is given by: (i) the individual who entered into the Agreement on behalf of the Customer; (ii) an officer of the Customer (i.e. formally named directors of the Customer as specified in the Customer's constitution); or (iii) other person duly authorised to bind the Customer (such authority for which Puzzle Technology is entitled to request copies of).
- 11.3 Puzzle Technology may terminate the Agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Agreement on the due date for payment.
- 11.4 Without limiting its other rights or remedies, Puzzle Technology may suspend provision of the Goods and/or Services under the Agreement or any other contract between the Customer and Puzzle Technology without liability to the Customer if:
- 11.4.1 the Customer becomes subject to any of the events listed in clause 11.1.2 or Puzzle Technology reasonably believes that the Customer is about to become subject to any of them; or
- 11.4.2 if the Customer fails to pay any amount due under the Agreement on the due date for payment.
- 11.5 On termination or expiry of the Agreement for any reason:
- 11.5.1 All non-perpetual licences granted under this

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| | Agreement shall immediately terminate and the Customer shall immediately cease all use of the applicable Software; | | savings or like loss; wasted expenditure; wasted management, operational or other time; |
| 11.5.2 | Puzzle Technology shall immediately cease to provide the Services; | 13.2.2 | loss or corruption of data or information; or |
| 11.5.3 | the Customer shall immediately pay to Puzzle Technology all of Puzzle Technology's outstanding unpaid invoices and interest; | 13.2.3 | any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Agreement. |
| 11.5.4 | Puzzle Technology may destroy or otherwise dispose of any of the Customer Data in its possession unless Puzzle Technology receives, no later than five (5) Business Days after the effective date of the termination of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Puzzle Technology shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Puzzle Technology in returning or disposing of Customer Data; and | 13.3 | Subject always to clause 13.1, Puzzle Technology shall not be liable whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, for any loss or damages arising from or in connection with: |
| 11.5.5 | each party shall return and make no further use of any equipment, property and other items (and all copies of them) belonging to the other party. | 13.3.1 | The actions or omissions of the Customer (or any third party acting on behalf of the Customer); or |
| 11.6 | Termination of the Agreement shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Agreement that existed at or before the date of termination. | 13.3.2 | Any potential event, issue or other consequence which the Customer has been notified of in writing by Puzzle Technology. |
| 11.7 | Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect. | 13.4 | Subject always to clause 13.1, Puzzle Technology's total aggregate liability in contract, tort (including negligence and breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to: |
| 12 INDEMNITY | | 13.4.1 | 100% of the price of the Goods delivered under the relevant Quote where the liability arises in respect of such Goods; or |
| 12.1 | The Customer shall indemnify Puzzle Technology against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Puzzle Technology arising out of or in connection with: | 13.4.2 | 100% of the fees paid by the Customer for the Services in the 6 weeks immediately preceding the claim where liability arises in respect of such Services; or |
| 12.1.1 | its provision of the Goods and/or Services in accordance with the Terms or the Customer's instructions/specifications; | 13.4.3 | Where for any reason the liability cap in clause 13.4.1 or 13.4.2 is rendered unenforceable by a court (or other body) with competent jurisdiction over this Agreement, £250,000 (which has been calculated having regard to the level of insurance cover Puzzle Technology has in respect of this Agreement). |
| 12.1.2 | its use of the Customer Data. | 14 FORCE MAJEURE | |
| 13 LIMITATION OF LIABILITY | | 14.1 | Neither party shall be liable for any failure or delay in performing its obligations under the Agreement to the extent that such failure or delay is caused by any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including Denial of Service attacks, strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, traffic congestion, acts of God, war, terrorism, riot, civil commotion, government, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, pandemics, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors (each a " Force Majeure Event "). |
| 13.1 | Nothing in these Terms shall exclude or limit Puzzle Technology's liability for: | 15 GENERAL | |
| 13.1.1 | fraud or fraudulent misrepresentation; | 15.1 | The parties shall comply with their obligations set out in the DP Schedule. |
| 13.1.2 | death or personal injury caused by negligence; or | 15.2 | A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the party |
| 13.1.3 | any other liability that, by law, cannot be excluded or limited. | | |
| 13.2 | Subject always to clause 13.1, Puzzle Technology shall not be liable whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, for: | | |
| 13.2.1 | any loss of profits; loss of business; loss of revenue; loss of contract; loss or depletion of goodwill and/or business opportunity; loss of anticipated earnings or | | |

- to whom the waiver is addressed and the circumstances for which it is given. Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.
- 15.3 If any provision of the Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision will apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 15.4 This Agreement and any documents referred to in it constitute the whole agreement between the parties and supersede any previous arrangement, understanding or contract between them relating to the subject matter of the Agreement. Each party acknowledges that, in entering into the Agreement and the documents referred to in it, it does not rely on any statement, representation (whether innocent or negligent), assurance or warranty of any person (whether a party to the Agreement or not) other than as expressly set out in the Agreement or those documents. Nothing in the Agreement shall limit or exclude any liability for fraud.
- 15.5 Save as expressly provided in the Agreement, no amendment or variation of the Agreement shall be effective unless in writing and signed by a duly authorized representative of each of the parties to it.
- 15.6 Neither party may assign, transfer, charge or subcontract its rights or obligations under the Agreement without the written consent of the other.
- 15.7 Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership, agency or joint venture between any of the parties, constitute any party the agent of another party, nor authorize any party to make or enter into any commitments for or on behalf of any other party.
- 15.8 This Agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.
- 15.9 The Customer grants to Puzzle Technology a worldwide, royalty-free, non-exclusive license to use rights in its company logo for the purposes of displaying the customer's logo on Puzzle Technology's website and marketing presentations. Puzzle Technology may list the customer as a customer on its website and include a hyperlink to the customer's website. Puzzle Technology may include the customer's name in the list of Puzzle Technology customers at the foot of its press releases. The parties may refer to their collaboration in marketing slides. All other media releases, public announcements and public disclosures by the Customer relating to the Agreement or its subject matter shall be approved in writing by Puzzle Technology prior to release.
- 15.10 Any notice under the Agreement must be in writing and must be:
- 15.10.1 delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in the Agreement or such other address as may have been notified by that party for such purposes; or
- 15.10.2 sent by e-mail to:
- 15.10.2.1 cs@puzzletech.co.uk (in the case of Puzzle Technology);
- 15.10.2.2 the e-mail addresses used by the Customer in the ordinary course of dealings with Puzzle Technology.
- 15.11 A notice shall be deemed received:
- 15.11.1 if delivered by hand at the time the notice is left at the proper address (or if delivery is not in normal Business Hours, at 9 am on the first Business Day following delivery);
- 15.11.2 if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00am on the second Business Day after posting;
- 15.11.3 if sent by e-mail, at the time of safe delivery in the inbox of the applicable e-mail address (or if safe delivery does not occur during normal Business Hours, at 9 am on the first Business Day following delivery).
- 15.12 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with the Agreement, its subject matter or its formation (including non-contractual disputes or claims).