



STANDARD TERMS AND CONDITIONS FOR SUPPLY OF  
GOODS AND SERVICES OF ALFARICHI LTD

Including:

STANDARD TERMS AND CONDITIONS FOR THE USE OF  
ALFARICHI SOFTWARE AS A SERVICE

And

STANDARD TERMS AND CONDITIONS FOR SOFTWARE  
SUPPORT OF ALFARICHI LTD

# 1 STANDARD TERMS AND CONDITIONS FOR SUPPLY OF GOODS AND SERVICES OF ALFARICHI LTD

## 1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following terms shall have the following meanings:

<b>"Business Day"</b>	means any day other than a Saturday, Sunday or bank holiday;
<b>"the Customer"</b>	means the organisation or person who purchases goods and services from the Supplier, person who accepts a quotation or offer of the Supplier for the sale of the Goods and supply of the Services, or whose order for the Goods and Services is accepted by the Supplier;
<b>"Commencement Date"</b>	means the commencement date for this Agreement as set out in the accepted order;
<b>"the Contract"</b>	means an accepted order for the purchase and sale of the Goods and supply of the Services under this Agreement;
<b>"these Conditions"</b>	means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and the Supplier;
<b>"the Delivery Date"</b>	means the date on which the Goods and Services are to be delivered as stipulated in the Customer's order and accepted by the Supplier;
<b>"the Goods"</b>	means the goods (including any instalment of the goods or any parts for them) which the Supplier is to supply in accordance with this Agreement;
<b>"month"</b>	means a calendar month;
<b>"the Services"</b>	means the Services to be provided to the Customer as set out in the accepted order;

**“the Supplier”** means AlfaRichi, a company registered in England under 06915499;

**“writing”** includes any communications effected by telex, facsimile transmission, electronic mail or any comparable means.

1.2 Any reference in this Agreement to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in this Agreement are for convenience only and shall not affect their interpretation

## 2. BASIS OF SALE AND SERVICE

2.1 The Supplier's directors, employees, or agents are not authorised to make any representations concerning the Goods and Services unless confirmed by the Supplier in writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

2.2 No variation to this Agreement shall be binding unless agreed in writing between the authorised representatives of the Customer and the Supplier.

2.3 Sales literature, price lists and other documents issued by the Supplier in relation to the Goods and Services are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. An order placed by the Customer may not be withdrawn cancelled or altered prior to acceptance by the Supplier and no contract for the sale of the Goods and Services shall be binding on the Supplier unless the Supplier has issued a quotation which is expressed to be an offer to sell the goods and services or has accepted an order placed by the Customer by whichever is the earlier of:-

2.3.1 the Supplier's written acceptance;

2.3.2 delivery of the Goods;

2.3.3 or the Supplier's invoice.

2.4 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

## 3. THE GOODS

3.1 No order submitted by the Customer shall be deemed to be accepted by the Supplier unless and until confirmed in writing by the Supplier's authorised representative.

3.2 The specification for the Goods shall be those set out in the Supplier's sales documentation unless varied expressly in the Customer's order (if accepted by the Supplier). The Goods will only be supplied in the minimum units (or multiples) stated in the Supplier's price list or in multiples of the sales or as specified. Orders received for quantities other than these will be adjusted accordingly. Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Supplier are intended as a guide only and shall not be binding on the Supplier.

3.3 The Supplier reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Supplier's specification, which do not materially affect their quality or performance.

- 3.4 No order which has been accepted by the Supplier may be cancelled by the Customer except with the Agreement in writing of the Supplier on the terms that the Customer shall indemnify the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of cancellation.
- 3.5 Hardware goods (electronic hardware, computer hardware, etc) are sold separately to software services.. If the customer does not use the AlfaRichi software or stops to use it for whatever reason, the hardware cannot be returned.

#### 4. THE SERVICES

- 4.1 With effect from the Commencement Date the Supplier shall, in consideration of the Fees being paid in accordance with the Terms of Payment will provide the services expressly identified in the quotation and accepted order or otherwise agreed under this Agreement.
- 4.2 The Supplier will use reasonable care and skill to provide the services identified in the identified in the quotation and accepted order or otherwise agreed under this Agreement.
- 4.3 The Supplier shall use all reasonable endeavours to complete its obligations under the Schedule, but time will not be of the essence in the performance of these obligations.

#### 5. PRICE

- 5.1 The price of the Goods and Services shall be the price listed in the quotation and accepted order current at the date of acceptance of the Customer's order or such other price as may be agreed in writing by the Supplier and the Customer.
- 5.2 Where the Supplier has quoted a price for the Goods or services other than in accordance with the Supplier's published price list the price quoted shall be valid for 30 days only or such lesser time as the Supplier may specify.
- 5.3 The Supplier reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Goods and Services to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (such as, without limitation, any foreign exchange fluctuation currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods and services which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.
- 5.4 Except as otherwise stated under the terms of any quotation and accepted order or in any price list of the Supplier, and unless otherwise agreed in writing between the Customer and the Supplier, all prices are inclusive of the Supplier's charges for packaging and transport as specified in the quotation and accepted order.
- 5.5 The price is exclusive of any applicable value added tax excise, sales or taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods and Services, which the Customer shall be additionally liable to pay to the Supplier.

#### 6. PAYMENT

- 6.1 All payments required to be made pursuant to this Agreement by either party shall be made before delivery of goods and provision of services, without any set-off, withholding or deduction except

such amount (if any) of tax as that party is required to deduct or withhold by law.

- 6.2 The time of payment shall be of the essence of this Agreement. If the Customer fails to make any payment on the due date in respect of the price or any other sum due under this Agreement then the Supplier shall, without prejudice to any right which the Supplier may have pursuant to any statutory provision in force from time to time, have the right to charge the Customer interest on a daily basis at an annual rate equal to the aggregate of 10% per cent and the base rate of the Bank of England from time to time on any sum due and not paid on the due date. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after as well as before any judgement.
- 6.3 All payments shall be made to the Supplier as indicated on the form of acceptance or invoice issued by the Supplier.

## 7. DELIVERY AND PERFORMANCE

- 7.1 Delivery of the Goods shall be made by the Supplier delivering the Goods to the place in the United Kingdom specified in the quotation and accepted order.
- 7.2 The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Supplier in writing. The Goods may be delivered by the Supplier in advance of the Delivery Date upon giving reasonable notice to the Customer.
- 7.3 If the Customer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, the Supplier shall be entitled upon given written notice to the Customer to store or arrange for the storage of the Goods and then notwithstanding the provisions of Clause 9 of this Agreement risk in the Goods shall pass to the Customer, delivery shall be deemed to have taken place and the Customer shall pay to the Supplier all costs and expenses including storage and insurance charges arising from such failure.
- 7.4 With effect from the Commencement Date the Supplier shall, in consideration of the amount(s) being paid in accordance with the quotation and accepted order will provide the services expressly identified in the schedule or otherwise agreed under this Agreement.

## 8. NON-DELIVERY OF GOODS AND SERVICES

- 8.1 If the Supplier fails to deliver the Goods or Services and any of them on the Delivery Date other than for reasons outside the Supplier's reasonable control or the Customer's or its carrier's fault:-
  - 8.1.1 if the Supplier delivers the Goods and Services at any time thereafter the Supplier shall have no liability in respect of such late delivery;
  - 8.1.2 if the Customer gives written notice to the Supplier within 10 business days after the Goods Delivery Date and the Supplier fails to deliver the Goods within 10 Business Days after receiving such notice the Customer may cancel the order for goods and the Supplier's liability shall be limited to the excess (if any) of the cost of the Customer (in the cheapest available market) of similar goods to those not delivered over the price of the Goods not delivered.
  - 8.1.3 if the Customer gives written notice to the Supplier within 10 business days after the Services Delivery Date and the Supplier fails to deliver the Services within 10 Business Days after receiving such notice the Customer may cancel the order for services and the Supplier's liability shall be limited to the cost paid for services not delivered.

## 9. RISK AND PROPERTY

- 9.1 Risk of damage to or loss of the Goods shall pass to the Customer at:
- 9.1.1 in the case of Goods to be delivered at the Supplier's premises, the time when the Supplier notifies the Customer that the Goods are available for collection;
  - 9.1.2 in the case of Goods to be delivered otherwise than at the Supplier's premises, the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Supplier has tendered delivery of the Goods; or
  - 9.1.3 in the case of goods being installed by the Supplier, the time that the Supplier notifies the Customer that the installation is complete.
- 9.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of this Agreement, legal and beneficial title of the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods.
- 9.3 Until payment has been made to the Supplier in accordance with this Agreement and title in the Goods has passed to the Customer, the Customer shall be in possession of the Goods as bailee for the Supplier and the Customer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Supplier and shall insure the Goods against all reasonable risks.
- 9.4 In the event that the Customer sells or transfers the Goods to a third party before legal and beneficial title has passed to him under this Agreement, the proceeds of the sub-sale or transfer (or such proportion as is due to the Supplier) shall be held by the Customer on behalf of the Supplier. The Customer shall ensure that such moneys are held separately from, and are in no way mixed with, any other moneys or funds, and that all moneys held on the Supplier's behalf are identified as such.
- 9.5 The Supplier may, in accordance with the provisions of the Companies Act 1985, register any charge created by this Agreement.
- 9.6 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Supplier, but if the Customer does so all money owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.
- 9.7 The Supplier reserves the right to repossess any Goods in which the Supplier retains title without notice. The Customer irrevocably authorises the Supplier to enter the Customer's premises during normal business hours for the purpose of repossessing the Goods in which the Supplier retains title and inspecting the Goods to ensure compliance with the storage and identification requirements of Sub-clause 9.3.
- 9.8 The Customer's right to possession of the Goods in which the Supplier maintains legal and beneficial title shall terminate if:
- 9.8.1 The Customer commits or permits any material breach of his obligations under this Agreement;
  - 9.8.2 The Customer enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with his creditors;
  - 9.8.3 The Customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;
  - 9.8.4 The Customer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Customer, notice of intention to appoint an administrator is given by the Customer or any of its directors or by a qualifying

floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.

## 10. ASSIGNMENT

- 10.1 The Supplier may assign the Contract or any part of it to any person, firm or company.
- 10.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Supplier.

## 11. DEFECTIVE GOODS

- 11.1 If on delivery any of the Goods are defective in any material respect and either the Customer lawfully refuses delivery of the defective Goods or, if they are signed for on delivery "condition and contents unknown" the Customer gives written notice of such defect to the Supplier within three business days of such delivery, the Supplier shall at its option:-
  - 11.1.1 replace the defective Goods within 14 days of receiving the Customer's notice; or
  - 11.1.2 refund to the Customer the price for the goods which are defective;
  - 11.1.3 but the Supplier shall have no further liability to the Customer in respect thereof and the Customer may not reject the Goods if delivery is not refused or notice give by the Customer as aforesaid.
- 11.2 No Goods may be returned to the Supplier without the prior Agreement in writing of the Supplier. Subject thereto any Goods returned which the Supplier is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall either be replaced free of charge or, at the Supplier's sole discretion the Supplier shall refund or credit to the Customer the price of such defective Goods but the Supplier shall have no further liability to the Customer.
- 11.3 Any Goods returned to the Supplier for replacement or refund must be returned in the original packaging in perfect condition and with all parts, cables, accessories and documentation.
- 11.4 The Supplier shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to normal conditions, failure to follow the Supplier's instructions (whether oral or in writing), misuse or alteration of the Goods without the Supplier's approval, or any other act or omission on the part of the Customer, its employees or agents or any third party.
- 11.5 Subject as expressly provided in this Agreement, and except where the Goods are sold under a consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 11.6 The Customer shall be responsible to ensure that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Customer is in compliance with all applicable statutory provisions and that handling and sale of the Goods by the Customer is carried out in accordance with directions given by the Supplier or any competent governmental or regulatory authority. The Customer will indemnify the Supplier against any liability loss or damage which the Supplier might suffer as a result of the Customer's failure to comply with this condition.

## 12. CUSTOMER'S DEFAULT

- 12.1 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:-

- 12.1.1 cancel the order or suspend any further deliveries of Goods and Services to the Customer;
- 12.1.2 appropriate any payment made by the Customer for such of the Goods and Services (or the goods supplied under any other contract between the Customer and the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Customer).

This condition applies if:-

- 12.1.3 the Customer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract; or
  - 12.1.4 the Customer becomes subject to an administration order or makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation; or
  - 12.1.5 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or
  - 12.1.6 the Customer ceases, or threatens to cease, to carry on business; or
  - 12.1.7 the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
- 12.2 If the above condition applies then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous Agreement or arrangement to the contrary.

## 13. LIABILITY

- 13.1 Except in respect of death or personal injury caused by the Company's negligence, the Company will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under express terms of this contract, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Company's servants or agents or otherwise) which arise out of or in connection with the supply of the Goods and Services.
- 13.2 The Customer shall indemnify the Supplier against all damages, costs, claims and expenses suffered by arising from loss or damage to any equipment (including that of third parties) caused by the Customer, or its agent or employees.
- 13.3 Where the Customer consists of two or more persons such expression throughout shall mean and include such two or more persons and each or any of them. All obligations on the part of such a Customer shall be joint and several obligations of such persons.
- 13.4 The Supplier shall not be liable to the Customer or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations if the delay or failure was due to any cause beyond the Supplier's reasonable control.

## 14. COMMUNICATIONS

- 14.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or sent by electronic mail:
  - 14.1.1 (in the case of communications to the Supplier) to its registered office or such changed address as shall be notified to the Customer by the Supplier; or
  - 14.1.2 (in the case of the communications to the Customer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Customer set out in



any document which forms part of the Contract or such other address as shall be notified to the Supplier by the Customer.

14.2 Communications shall be deemed to have been received:

14.2.1 if sent by pre-paid first class post, two Business Days after posting (exclusive of the day of posting); or

14.2.2 if delivered by hand, on the day of delivery; or

14.2.3 if sent by fax or electronic mail on a Business Day prior to 4.00 pm, at the time of transmission and otherwise on the next Business Day.

14.3 Communications addressed to the Supplier shall be marked for the attention of "Accounts Manager".

## 15. **FORCE MAJEURE**

15.1 In the event that either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control including but not limited to war, national emergency, flood, earthquake, strike or lockout (subject to Sub-clause 15.2) the party shall not be deemed to be in breach of its obligations under this Agreement. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.

15.2 Sub-clause 15.1 shall not apply with respect to strikes and lockouts where such action has been induced by the party so incapacitated.

15.3 Each party shall be liable to pay to the other damages for any breach of this Agreement and all expenses and costs incurred by that party in enforcing its rights under this Agreement.

15.4 If and when the period of such incapacity exceeds 6 months then this Agreement shall automatically terminate unless the parties first agree otherwise in writing.

## 16. **WAIVER**

No waiver by the Supplier of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

## 17. **SEVERANCE**

If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected thereby.

## 18. **THIRD PARTY RIGHTS**

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

## 19. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English and Welsh courts.

## 2 STANDARD TERMS AND CONDITIONS FOR THE USE OF ALFARICHI SOFTWARE AS A SERVICE

This section is an addendum to the standard terms and conditions and describes specifically the conditions for the use of AlfaRichi Software as a Service. These terms and conditions are equivalent to an end user software license agreement.

### PLEASE READ THIS CAREFULLY BEFORE CONTINUING

This text appears when downloading AlfaRichi AlfaPoint software from [www.alfarichi.com](http://www.alfarichi.com), but you must also accept this before subscribing to AlfaRichi software as a service.

BEFORE CLICKING ON THE ACCEPT BUTTON TO COMMENCE DOWNLOADING THE SOFTWARE, YOU SHOULD CAREFULLY READ THE TERMS AND CONDITIONS OF THIS LICENCE AGREEMENT. BY CLICKING ON THE ACCEPT BUTTON YOU ARE AGREEING TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS LICENCE AGREEMENT AND AGREE TO BECOME A LICENSEE. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS LICENCE AGREEMENT YOU SHOULD CLICKING ON THE "DO NOT ACCEPT" BUTTON AND NOT DOWNLOAD OR USE THE SOFTWARE.

When you accept the terms and conditions of this Licence Agreement by downloading and/or subscribing to AlfaRichi software as a service, AlfaRichi (the "Licensor") shall immediately grant you (the "Licensee") a limited, non-exclusive, non-transferrable licence to Use AlfaPoint software (the "Software") on a maximum of 1 device for each AlfaPoint license purchased and AlfaLine cloud back office and any and all accompanying documentation an unlimited number of Computer(s), subject to the terms and conditions of this Licence Agreement. You may not transfer the Software electronically from one computer to another and may not distribute it over a network.

### 20. Use of the Software

- 20.1 In this Licence Agreement, "Use" shall be defined as including the installation of the Software by copying, transmitting or loading it into the permanent memory of a computer or other device (each a "Computer") for the processing of the system instructions or statements contained in the Software..
- 20.2 A maximum of one copy of AlfaPoint Software may be made for back-up and/or disaster recovery purposes.

### 21. Nature of the Software

The Software is commercially licensed software. It is not open-source, freeware or shareware. The licence fee payable for Use of the Software in accordance with this Licence Agreement as in the quotation made by the Licensor, and is payable quarterly or annually in advance.

### 22. Licensee's Undertakings

By accepting the terms and conditions of this Licence Agreement you hereby undertake:

- 22.1 Not to copy the Software except as permitted by sub-Clause 1.2;
- 22.2 Not to disassemble, decompile or otherwise reverse-engineer the Software;
- 22.3 Not to Use AlfaPoint Software on more than the number of devices for which it was

purchased and only to use the license codes provided by AlfaRichi.;

- 22.4 To ensure that your employees, agents and other parties under your control who will use the Software do so in accordance with the terms and conditions of this Licence Agreement and are accordingly notified of the same;
- 22.5 To reproduce and include any and all copyright notices of the Licensor as they appear in or on the Software and any and all copies thereof;
- 22.6 Not to permit or facilitate the Use of the Software in any manner which would constitute a breach of the terms and conditions of this Licence Agreement;
- 22.7 Not to place or distribute the Software on any website, ftp server or similar location without the express prior written consent of the Licensor; and
- 22.8 Not to Use the Software for any purpose which may be deemed immoral, illegal, offensive, threatening, abusive or otherwise harmful.
- 22.9 Your data belongs to you and can only be accessed by people who have your login and password or by AlfaRichi technical support as a result of you raising a support ticket. It is your responsibility to use secure passwords and change regularly. The servers and database belong to AlfaRichi and you can only access your data through AlfaLine Cloud back office. You can export sales and other data to Excel as described in the software manuals.
- 22.10 To respect all current and future reasonable use notices contained in AlfaRichi software documentation or on the support portal that indicate how often certain reports and functions should be run and what volume of data can be extracted in a given time. Failure to comply with this can lead to those reports being suspended and/or access to AlfaLine suspended.

### 23. **Transferring the Software**

- 23.1 The Software is licensed only to you. You may not rent, lease, sub-licence, sell, assign, pledge, transfer or otherwise dispose of the Software, on a temporary or permanent basis, without the prior written consent of the Licensor.

### 24. **Limited Warranty**

- 24.1 Subject to the limitations and exclusions of liability below, the Licensor warrants that the Software will materially conform with any documentation that accompanies it and with any descriptions provided by the Licensor.
- 24.2 Subject to sub-Clause 24.1, the Software is provided “as is” without any warranty of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.
- 24.3 The Licensor does not warrant that the Software will be error-free or that such errors will be corrected and the Licensee is solely responsible for all costs and expenses associated with the rectification, repair or damage caused by such errors.
- 24.4 The Licensor shall not be liable if the Software fails to operate in accordance with the limited warranty set out in sub-Clause 24.1 as a result of any modification, variation or addition to the Software not performed by the Licensor or caused by any abuse, corruption or incorrect use of the Software, including use of the Software with equipment or other software which is incompatible.
- 24.5 In the event that the Licensor incurs any liability of any kind, that liability shall be limited to the licence fee paid by the Licensee for the Software or the quarterly fee paid for software as a service. Nothing in this Clause 24 nor in the remainder of this Licence Agreement shall limit or exclude the Licensor’s liability for death or personal injury arising out of the Licensor’s

negligence nor for fraudulent misrepresentation.

## 25. **Your Statutory Rights**

This Licence Agreement gives you specific legal rights and you may also have other rights that vary from one country to another. Some jurisdictions do not allow the exclusion of implied warranties, or certain kinds of limitations or exclusions of liability, so the limitations and exclusions included in this Licence Agreement may not apply to you. Other jurisdictions do allow limitations and exclusions subject to certain conditions. In such a case the limitations and exclusions included in this Licence Agreement shall apply to the fullest extent permitted by the laws of such applicable jurisdictions. If any part of the limitations or exclusions in this Licence Agreement is held to be void or unenforceable, such part shall be deemed to be deleted from this Licence Agreement and the remainder of the limitation or exclusion shall continue in full force and effect. Any rights that you may have as a consumer (i.e. a purchaser for private as opposed to business, academic or government use) are not affected.

## 26. **Intellectual Property Rights**

The Software and related documentation are copyright works of authorship and are also protected under applicable database laws. The Licensor retains ownership of the Software, all subsequent copies of the Software and all intellectual property rights subsisting therein, regardless of the form in which such copies may exist. This Licence Agreement is not a sale of the original Software or any copies thereof.

## 27. **Term and Termination**

27.1 This Licence Agreement is effective until terminated. You may terminate it at any time by destroying the Software together with all copies in any form.

27.2 This Licence Agreement shall also terminate upon conditions set out elsewhere in this Licence Agreement or if you fail to comply with of the terms and conditions of this Licence Agreement.

27.3 This Licence Agreement shall also terminate when software as a service payments have not been made (all payments are to be made in advance).

27.4 You agree that, upon such termination, you will destroy the Software including any copies in whatever form.

27.5 If payment is not received before start of a new quarter, access to AlfaLine is AUTOMATICALLY suspended without any reminders until payment is received. After 7 days without payment you need to pay both the overdue amounts and a reconnection fee. After 30 days without receiving payment, AlfaPoint will stop working and all stored data will be deleted.

27.6 Your data belongs to you and can only be accessed by people who have your login and password or by AlfaRichi technical support as a result of you raising a support ticket. It is your responsibility to use secure passwords and change regularly. The servers and database belong to AlfaRichi and you can only access your data through AlfaLine Cloud back office. You can export sales and other data to Excel as described in the software manuals.

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## 28. **General**

28.1 Each party irrevocably agrees that the courts of the country of registration of the Licensor, its subsidiary office, or reseller which issues an invoice for the Software, shall have exclusive

jurisdiction to resolve any controversy or claim of whatever nature arising out of or in relation to this Licence Agreement and the place of performance of this Licence Agreement shall be that country and the laws of that country shall govern such controversy or claim.

- 28.2 This Licence Agreement constitutes the complete and exclusive statement of the Licence Agreement between the Licensor and you with respect to the subject matter of this Licence Agreement and supersedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other communications between us relating to that subject matter.
- 28.3 Any Clause in this Licence Agreement that is found to be invalid or unenforceable shall be deemed deleted and the remainder of this Licence Agreement shall not be affected by that deletion.
- 28.4 Failure or neglect by either party to exercise any of its rights or remedies under this Licence agreement will not be construed as a waiver of that party's rights nor in any way affect the validity off the whole or part of this Licence Agreement nor prejudice that party's right to take subsequent action.
- 28.5 This Licence Agreement is personal to you and you may not assign, transfer, sub-contract or otherwise part with this Licence Agreement or any right or obligation under it without the Licensor's prior written consent.

Any questions concerning this Licence Agreement or the Software should be directed to the Licensor. Contact details are available from [www.alfarichi.com](http://www.alfarichi.com)

# 3 STANDARD TERMS AND CONDITIONS FOR SOFTWARE SUPPORT OF ALFARICHI LTD

## 1. DEFINITIONS

- 1.1. This section is an addendum to the standard terms and conditions and describes specifically how AlfaRichi software support is provided.

## 2. GENERAL

- 2.1. Unless otherwise agreed, AlfaRichi Ltd provide "Second Level" support. First level support is the direct responsibility of the reseller/distributor or the customer.
- 2.2. AlfaRichi do NOT provide any phone support, and no AlfaRichi employees will answer any technical support questions by phone or comment on the status of any open support ticket. AlfaRichi technical support may at its sole discretion contact customer by phone to discuss a support issue that has been correctly raised on the internet support portal.
- 2.3. AlfaRichi Ltd can (at cost) provide training on first level support to suitably qualified people working for the customer (directly or subcontracted).
- 2.4. First level support and tasks that are expected to be done directly by the customer are as follows:
  - 2.4.1. Provision of "clean" and "stable" power supply for all equipment. Use of UPS is recommended.
  - 2.4.2. Installation of EPOS hardware following industry standard practice and specific AlfaRichi guidelines.
  - 2.4.3. Provision of stable broadband internet connection with fixed IP address. For Android applications, the need for fixed IP address can be waived but the possibilities of remote access will be reduced.
  - 2.4.4. Configuration of ADSL modem and router such that:
    - each terminal has a known fixed internal IP address (to allow communication between tills)
    - ssh port on the modem/router is opened and directed to till 1 (this requirement is waived for Android applications)
    - a vnc port on the modem/router is opened for each till and directed appropriately (this requirement is waived for Android applications)
  - 2.4.5. Shop staff training and all support to staff.
  - 2.4.6. Head Office staff training and support.
  - 2.4.7. Verification of problems reported by shop or head office staff BEFORE reporting to AlfaRichi (including taking screen shots if appropriate and noting all pertinent information)
  - 2.4.8. Communication with AlfaRichi second level support concerning any errors, anomalies or issues, or specific technical questions relating to use of the software
- 2.5. Second level support is available to all customers who are not in arrears with payment for software and services (one off payments and monthly payments). Monthly charges are to be paid in advance.

## 3. SECOND LEVEL SUPPORT PROCEDURE

- 3.1. Support is available Monday to Friday 9h00 to 15h30, UK bank holidays excluded.
- 3.2. All support requests should be made on AlfaRichi support portal and should contain the following information:
  - Name of person requesting support
  - Customer Name
  - Shop NUMBER (if related to shop and not AlfaLine only)

- Till NUMBER (if related to shop and not AlfaLine only)
- Date (day,month and year) and time the problem occurred
- Precise description of the problem or question
- Screen shots if appropriate
- Contact phone number to call if further information needed

3.3. AlfaRichi reserve the right to not reply to incomplete support requests without further explanation.

#### **4. GUARANTEE OF SERVICE**

Initial reply to all support queries will be made on average within 60 minutes during support opening hours and days. The maximum time to an initial reply is the same time on the next support portal business day..

AlfaRichi will use best endeavors to correct any issues in a timely manner and/or propose reasonable workaround solutions.

If you believe there are any problems with the data reports or that data is missing (such as takings reports for specific days) then you must notify support within 15 days of the date of the problem because anything older than that cannot be analysed or corrected. Always attach screen shots of at least 2 AlfaLine reports if you are asking why data appears to be different. AlfaRichi is not responsible for the consequences of any missing or incorrect data, or problems with software functionality, but will always try and correct issues which have been clearly and completely described.

#### **5. ESCALATION**

5.1. In the case of issues correctly submitted to support as indicated in section 3, and in the absence of a satisfactory resolution in proportion to the criticality of the issue, customer high level management can escalate direct to AlfaRichi directors. Escalation should be by phone or email to AlfaRichi office manager, stating the number of the support ticket in question, the criticality of the problem and the name, contact phone and email for the manager activating the escalation.