

# FRAMA UK LTD TERMS OF BUSINESS

## 1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement and on the Contract Details annexed to this agreement.

### 1.1. Definitions:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Conditions:** these terms and conditions as amended from time to time in accordance with Clause 2.2.

**Contract:** the contract between Frama and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

**Contract Details:** The goods and services identified in section 1 of this agreement.

**Customer:** means the person who buys or agrees to buy the Goods from Frama

**Customer Premises:** the place where the Machine will be delivered too, as the place the Customer intends to operate the Machine from.

**Frama:** means Frama (UK) Limited, registered under company number 02455845 whose registered office is at 12 Helmet Row, London, EC1V 3QJ.

**Frama Complete:** means the maintenance package where all services listed in clause 8 below are included.

**Frama CareS:** means collectively one of the maintenance packages Frama offers, being Frama Complete and/or Frama Comprehensive Service

**Frama Comprehensive:** means the maintenance package where all service listed in clause 8 below are included.

**FramaOnline System:** is the system by which the customer re-credits postage funds on to the franking system and allows the transfer of funds to the Royal Mail on behalf of the Customer.

**FramaOnline Charge:** is the fee to access the FramaOnline system, as outlined in clause 8.2 below.

**Goods:** shall mean the Machine and/or any other goods supplied, including but not limited to postal scales, letter openers, paper folders, and folder inserters, paper shredders and all such other equipment supplied by Frama to the Customer subject to these Conditions, as indicated in the Contract Details.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Lease:** means the lease agreement entered into for the Machine (and if applicable, any Goods), between the Customer and the Leasing Company.

**Leasing Company:** any one of the leasing companies associated with Frama, of whom the Customer applies to, in order finance the Lease.

**Machine:** means the machine provided by Frama to the Customer.

**Order:** means the Customer's order for the Goods and Services, as identified in section 1 of this agreement.

**Postage Security Device:** means the internal component which manages the financial transactions within the Machine.

**Price:** means (i) the price for the Goods, (ii) FramaOnline Charge and (iii) any other payment that the Customer may be required to make, in accordance with the terms and conditions of this Contract and as set out in the Contract Details.

**Primary Period:** means the minimum period in which this agreement shall remain in force for, as identified on the Contract Details.

**Re-connection Fee:** is the fee required in the event title of any Machine is changed or transferred to any third party, as outlined in the Contract Details.

**Services:** the services identified in section 1 of this agreement and as further outlined in clause 8, being either Frama Comprehensive or Frama Complete.

**Tariff Update Fee:** is the service charge for a machine to be updated in response to a change in the postage tariff by Royal Mail in accordance with clause 8.2 below.

**Unscheduled FramaOnline Payments:** is the fee applied when postage payments are requested outside of the normal payment method agreed in section 2 of this agreement.

## 2. BASIS AND FORMATION OF CONTRACT

2.1. These Conditions apply to the Contract 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.

2.2. The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Contract Details submitted by the Customer are complete and accurate.

2.3. The Order shall only be deemed to be accepted when Frama issues a written acceptance of the Order (i.e. when Frama signs and returns section 7 of this agreement), at which point the Contract shall come into existence for the duration of the Primary Period.

2.4. 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 Conditions.

2.5. Any descriptive matter or advertising produced by Frama and any descriptions or illustrations contained in Frama's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

2.6. A quotation or tenders for the Goods and Services given by Frama shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.

2.7. Frama reserves the right to refuse to accept any Order on any grounds whatsoever, including without limitation refusing to accept Orders and/or withholding deliveries where any or all of the Customer's accounts with Frama are overdue for payment.

## 3. THE CONTRACT DETAILS

Frama reserves the right to amend the Contract Details if required by any applicable statutory or regulatory requirement, and Frama shall notify the Customer in any such event.

## 4. LEASING THE GOODS

4.1. This clause shall apply only to any Machine where the Customer wishes to lease the Goods as indicated on the Contract Details in section 1 of this agreement

4.2. The Customer shall be required to apply for a Lease at the same time as placing an Order for the Goods to a Leasing Company. In such circumstances, the Customer will be obliged to:

A. provide to the Leasing Company such information as it may require from time to time; and

B. pass on the Order and the lease application to the Leasing

Company; and

C. enter into this agreement for the Primary Period of the lease agreement

4.3. Carrying out those requirements in clause 4.2(a) - (c) above does not indicate that the Order and any leasing application has been or will be accepted by the Leasing Company and in no respect does the Leasing Company act on behalf of or as agent of Frama.

4.4. The lease is a separate agreement between the customer and the leasing company and all terms and conditions of the lease are between the customer and the leasing company.

4.5. Frama reserves the right to withhold providing any Goods or Services unless and until a Lease has been entered into between the Customer and the Leasing Company for the Primary Period of the lease.

4.6. Property and ownership in the Goods shall pass to the Leasing Company in accordance with the terms of the Lease.

## 5. PRICES AND PAYMENT

5.1. The Price of the Goods and Services shall be the price set out in section 1 of this agreement, or, if no price is quoted, the price set out in Frama's published price list in force as at the date of delivery.

5.2. Frama may, by giving notice to the Customer before delivery takes place, increase the price of the Goods or Services to reflect any cost that is due to:

(a) any factor beyond Frama's contract (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(b) any request by the Customer to change the delivery dates, quantities or types of Goods and Services ordered, or

(c) any delay caused by any instructions of the Customer or failure of the Customer to give Frama adequate or accurate information or instructions.

5.3. The price of the Goods and Services excludes:

(a) amounts in respect of value added tax (VAT), which the Customer shall be additional liable to pay to Frama at the prevailing rate; and

(b) the costs and charges of packaging, insurance and transport of the Machine or Goods, which shall be invoiced to the Customer.

5.4. Frama shall invoice the Customer on or at any time after completion of delivery.

5.5. The Customer shall pay the invoice in full and in cleared funds within 30 days of receipt of the invoice.

5.6. Interest on overdue invoices shall accrue from the date at which payment becomes due from day to day until the date of payment at a rate of 4% above Barclays Bank PLC's base rate from time to time in force and shall accrue at such a rate after as well as before any judgment. The Customer shall indemnify Frama for all costs and expenses (including legal costs on an indemnity basis) incurred in the collection of any of the due payments from the Customer.

5.7. The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Frama 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 Frama to the Customer.

5.8. If the customer requests an unscheduled postage payment (i.e. a postage payment request outside the agreement in section 2) an admin fee will be charged at the current published rate.

## 6. CANCELLATION AND TERMINATION

6.1. Under the terms of these Conditions, no order of the Goods and Services can be cancelled by the Customer once it has been accepted by Frama as in clause 2.3.

6.2. The Customer shall not be entitled to cancel the agreement with Frama during the Primary Period of the maintenance plan covered under section 1 of this agreement.

## 7. DELIVERY AND ACCEPTANCE

7.1. Delivery of the Goods shall be made to the Customer's address within the UK or such other address within the UK as the Customer shall notify to the Company in writing (**Delivery Location**) and the Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

7.2. If the Customer does not take delivery of the Goods it shall meet all Frama's expenses incurred as a result of Frama's inability to affect delivery including any cost of redelivery or storage of the Goods.

7.3. Delivery is completed on the completion of unloading the Goods at the Delivery Location.

7.4. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Frama shall not be liable for any delay in delivery of the Goods that is caused by any event under clause 16 below or the Customer's failure to provide Frama with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

7.5. The Company reserves the right to deliver Goods in instalments and to deliver a separate invoice in respect of each instalment. Where Goods are delivered in instalments, the contract shall be severable and each instalment shall be deemed to constitute a separate contract. No default by Frama in respect of one or more instalments shall entitle the Customer to treat the contract as repudiated or discharged.

7.6. Insofar as is permitted by law, Frama shall not be liable in any way for any loss or damage whatsoever due to failure by Frama to deliver the Goods (or any of them) promptly or at all.

7.7. The Customer shall be deemed to have accepted the Machine and any Goods two days after delivery to the Delivery Location ("**Acceptance**"). After Acceptance, the Customer shall not be entitled to reject the Goods.

7.8. In the event the Customer rejects any of the Goods which are not in accordance with Condition 7.7 above, the Customer shall give notice of rejection to Frama at the Customer's cost and return any such Machine or Goods to Frama.

7.9. No Goods delivered to the Customer which are in accordance with clause 7.1 above will be accepted for return without the prior written consent of Frama and at Frama's sole discretion.

7.10. If Frama agrees to accept any such Goods for return the Customer shall be liable to pay a handling charge of 20% of the Price. Such Goods must be returned by the Customer in its original packaging and at the cost and risk of the Customer.

7.11. Goods returned without the prior written approval from Frama may at Frama's absolute discretion be returned to the Customer at the Customer's cost or further stored at the Customer's cost without prejudice to any rights or remedies the Company may have.

7.12. In the event the Customer does not reclaim or recover such Goods within 30 days Frama may appropriate the Goods for resale.

## 8. SUPPLY OF SERVICES

8.1. In addition to providing the Goods, Frama shall provide to

the Customer (and as further outlined in clause 8.2 and 8.3 below) either:

(a) Frama Complete; or  
(b) Frama Comprehensive

between the hours of 09:00 to 17:30 from Monday to Friday excluding Bank and public holidays and the three working days between Christmas and New Year in the United Kingdom ("**Working Hours**") subject to these Conditions.

**Clause 8.2 shall only apply to Customers who elect Frama Complete as a Service.**

**Clause 8.3 shall only apply to Customers who elect Frama Comprehensive as a Service.**

8.2. Frama shall provide Frama Complete Service to the Customer as follows:

(a) replacement parts for a Machine, such replacements being provided to the Customer by post only;

(b) where any Machine has a defect, the Customer shall return the Machine to Frama at the Customer's expense.

(c) connection to the FramaOnline System, providing the Customer makes prompt payment of the FramaOnline Charge, starting on the date of this agreement, or the provision of the Goods or Services, whichever is sooner; and

(d) Frama shall update the tariffs for the Machines automatically when Royal Mail release any new franking prices for the Tariff Update Fee, payable by the Customer to Frama. Frama shall inform the Customer as to whether such updates apply to the Machine upon receiving information from Royal Mail.

8.3. Frama shall provide the Customer with Frama Comprehensive, consisting of the following:

(a) in the event of a break-down that cannot be rectified remotely an engineer will be assigned to visit the Customer site at the address detailed overhead. The targeted time for the engineer to attend the Customer's site is within 8 Working Hours.

(b) replacement of standard parts for the Machine to ensure the operation of the Machine. Where any new part is fitted to the Machine under this agreement, the residual part (which is replaced by the new part) shall become the property of Frama.

(c) connection of the Machine to the FramaOnline System without charge subject to the terms of the agreement

(d) any tariff updates from Royal Mail shall be provided free of charge up to twice per annum following any change to the postage tariffs made by Royal Mail where Frama determines where updates are necessary. Frama shall inform the Customer as to whether such updates apply to the Machine upon receiving information from Royal Mail.

8.4. Subject to clause 8.5 below, the Services shall not include, and the Customer shall be liable for:

8.4.1. the replacement of any Postage Security Device;

8.4.2. the cost, delivery and provision of consumables of any kind including franking labels, ink and ink cartridges;

8.4.3. the cost and responsibility for transporting the Machine where necessary to and from the Customer's Premises;

8.4.4. repairs of any damage to the Machine caused by the Customer through any negligence, accident or misuse of the Machine;

8.4.5. operator adjustments made to the Machine and adjustment to automatic letter feeders

8.5. In providing the Services in clauses 8.2 and 8.3 above, to the Customer, Frama shall use its reasonable endeavours to meet any performance dates for the Services, but any such dates shall be estimated only and time shall not be of the essence for the performance of the Services.

8.6. Frama reserves the right to amend the Services offered to the Customer if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services and Frama shall notify the Customer in any such event.

8.7. Frama warrants to the Customer that the Services will be provided using reasonable care and skill.

## 9. TITLE AND RISK

9.1. Subject to any Lease with a Leasing Company and clause 4 above, the risk in the Machine and any other Goods supplied under this agreement shall pass to the Customer on completion of delivery.

9.2. Title to the Machine shall not pass to the Customer until Frama receives payment in full (in cash or cleared funds) for the Machine and any other Goods that Frama has supplied to the Customer in respect of which payment has become due, in which case title to the Machine shall pass at the time of payment of all such sums; and

9.3. Until title to the Machine or Goods has passed to the Customer, the Customer shall:

9.3.1. store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Frama's property;

9.3.2. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

9.3.3. maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Frama's behalf from the date of delivery;

9.3.4. insure the Goods to its full value;

9.3.5. notify Frama immediately if it becomes subject to any of the events listed in clause 14; and

9.3.6. give Frama such information relating to the Machine as Frama may require from time to time.

9.4. If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 14, then, without limiting any other right or remedy Frama may have:

9.4.1. the Customer's right to use them in the ordinary course of its business ceases immediately; and

9.4.2. Frama may at any time;

If the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

## 10. QUALITY

10.1. Frama warrants that on delivery, the Goods shall:

10.1.1. conform in all material respects with their description; and

10.1.2. be free from material defects in design, material and workmanship.

10.2. Subject to clause 10.3, if:

10.2.1. the Customer gives notice in writing to Frama within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 10.1;

10.2.2. Frama is given a reasonable opportunity of examining such Goods; and

with the warranty set out in clause 10.1 in any of the following events:

10.2.3. the Customer (if asked to do so by Frama) returns such Goods to the Frama's place of business at the Customer's cost, Frama shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

10.3. Frama shall not be liable for the Goods' failure to comply with the warranty set out in clause 10.1 in any of the following events:

10.3.1. the Customer makes any further use of such Goods after giving notice in accordance with clause 10.2.

10.3.2. the defect arises because the Customer failed to follow Frama'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;

10.3.3. the defect arises as a result of Frama following any drawing, design or Contract Details supplied by the Customer;

10.3.4. the Customer alters or repairs such Goods without the written consent of Frama;

10.3.5. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

10.3.6. the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

10.3.7. Except as provided in this clause 10.0, Frama shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 10.1.

10.4. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

10.5. These Conditions shall apply to any repaired or replacement Goods supplied by Frama.

**11. CUSTOMER OBLIGATIONS**

11.1. The Customer shall:

11.1.1. ensure that the terms of the Order and any information it provides in the Contract Details are complete and accurate;

11.1.2. co-operate with Frama in all matters relating to the Services;

11.1.3. provide Frama, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Frama to provide the Services;

11.1.4. provide Frama with such information and materials as Frama may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

11.1.5. make available a telephone line that is suitable to be connected to a analogue modem or a LAN network point for the proper operation of the Machine and access to the FramaOnline Service.

11.1.6. prepare the Customer's premises for the supply of the Services, in accordance with any instructions given by Frama;

11.1.7. 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;

11.1.8. comply with all applicable laws, including health and safety laws;

11.1.9. keep all materials, equipment, documents and other property of Frama ("Supplier Materials") at the Customer's premises in safe custody at its own risk, maintain Frama Materials in good condition until returned Frama, and not dispose of or use Frama Materials other than in accordance with Frama's written instructions or authorisation; and

11.1.10. comply with any additional obligations as set out in the Contract Details, or any other obligations or directions that may be updated or varied from time to time by Frama, upon reasonable notice to the Customer.

11.1.11. comply with all other additional obligations as may be required under this agreement, including its obligations for payment under clause 4;

11.1.12. have the Machine maintained in accordance any Royal Mail regulations (as may be varied from time to time) for the supply and use of franking machines;

11.1.13. permitted trained personnel to operate the Machine;

11.1.14. keep the external surfaces of the Machine clean at all times;

11.1.15. not move, re-site, repair, alter, interfere or tamper with or attach other equipment to the Machine or any part without the prior written approval of Frama unless otherwise specified in the operating guide;

11.1.16. not allow any third party other than Frama or its appointed agents to carry out any repairs to the Machine;

11.1.17. comply in fully with any operating and customer maintenance instructions (written or oral) provided by Frama or the Royal Mail;

11.1.18. as soon as practicable, notify Frama by telephone and in writing of any defect in the Machine or any repair that appears to be necessary by giving full details thereof;

11.1.19. pay the Price and all other associated fees due by the Customer to Frama in accordance with this agreement;

11.1.20. take sole responsibility for installing the Machine upon delivery, in accordance with any Frama's manuals or instructions;

11.1.21. keep the Goods at the Customer Premises at all times, and notify Frama in the event there is any change of the location of the Goods, prior to carrying out such a move of the Goods;

11.1.22. comply with all obligations with the Lease, where applicable; and

11.1.23. make prompt payment of the Reconnection Fee in the event the Goods are transferred, such transfer to not take place unless with the prior written consent of Frama.

11.2. If Frama's performance of any of its obligations under this 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"):

11.2.1. without limiting or affecting any other right or remedy available to it, Frama 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 Frama's performance of any of its obligations;

11.2.2. Frama shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Frama's failure or delay to perform any of its obligations as set out in this clause 11.2; and

11.2.3. the Customer shall reimburse Frama on written demand for any costs or losses sustained or incurred by Frama arising directly or indirectly from the Customer Default.

**12. TERMINATION**

12.1. Without limiting its other rights or remedies, Frama may terminate this Contract with immediate effect by giving written notice to the Customer if:

12.1.1.1. the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 5 days of that party being notified in writing to do so;

12.1.1.2. 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;

12.1.1.3. the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

12.1.1.4. the Customer's financial position deteriorates to such an extent that in Frama's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

12.2. Without limiting its other rights or remedies, Frama may suspend provision of the Goods under the Contract or any other contract between the Customer and Frama if the Customer becomes subject to any of the events listed in clause 12.1.1.1 to clause 12.1.1.4, or Frama reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

12.3. Without limiting its other rights or remedies, Frama may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

12.4. On termination of the Contract for any reason the Customer shall immediately pay to Frama all of Frama's outstanding unpaid invoices and interest and any other associated costs and fees that are due in accordance with this agreement.

12.5. Termination of the Contract 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 this Contract that existed at or before the date of termination.

12.6. Any provision of the Contract 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. LIABILITY**

13.1. Nothing in these Conditions shall limit or exclude Frama's liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or

(d) defective products under the Consumer Protection Act 1987.

13.2. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

13.3. Subject to Clause 15.1 and 15.4 below:

(a) Frama shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

a. loss of profits;

b. loss of sales or business;

c. loss of agreements or contracts;

d. loss of anticipated savings;

e. loss of damage to goodwill;

f. any indirect or consequential loss

arising under or in connection with this agreement; and

(b) Frama's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £1million in aggregate for all claims made by the Customer.

13.4. Frama shall not be liable to the Customer for any loss, damage or injury caused to the Customer or any of its employees where:

(a) any modifications or changes have been made by the Customer, without Frama's consent, giving rise to any defects as a result, to the Machine;

(b) any wilful or accidental damage occurs to the Machine, carried out by the Customer or its employees, agents, contractors or subcontractors;

(c) the Customer has failed to comply with Frama's instruction manual or guidance on the manufacturer use on the Machine.

**14. FORCE MAJEURE**

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 8 weeks, the party not affected may terminate this agreement by giving 10 days' written notice to the affected party.

**15. ASSIGNMENT AND OTHER DEALINGS**

Frama may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement.

The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

**16. NOTICES**

Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by fax to its main fax number.

Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or, if sent by email, at 9.00 am on the next Business Day after transmission.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

**17. SEVERANCE**

If any provision or part-provision of the agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the agreement.

**18. WAIVER**

A waiver of any right or remedy under the agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the agreement or by law shall prevent or restrict the further exercise of that or any other right

or remedy.

**19. NO PARTNERSHIP OR AGENCY**

Nothing in the agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

**20. ENTIRE AGREEMENT**

The agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Each party acknowledges that in entering into the agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the agreement.

Nothing in this clause shall limit or exclude any liability for fraud.

**21. THIRD PARTIES RIGHTS**

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

**22. VARIATION**

Except as set out in these Conditions, no variation of this agreement shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

**23. ELECTRONIC SIGNATURES**

This agreement may be signed by Frama and by the Customer by way of electronic signature, as defined in section 7(2) of the Electronic Communications Act 2000.

**24. GOVERNING LAW**

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

**25. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the agreement or its subject matter or formation.

**26. Data Security and Data Protection Policy**

By entering into this agreement you are agreeing to the terms of the Frama UK Data Processing Agreement & Frama UKs Data Privacy Notice

All Frama UK Data Protection policies can be found at <https://www.frama.co.uk/service-guides-privacy/manuals-privacy/data-protection-documents/>

**27. Royal Mail Franking Scheme**

In accordance with the Royal Mail Franking scheme Royal Mail may instruct the franking machine manufacturer on Royal Mails behalf to deduct the value of any underpayment surcharge and/ or service surcharge from the customers FO2 account, further details can be found at [www.royalmail.com/business/system/files/Royal-Mail-Franking-Scheme-September-2017.pdf](http://www.royalmail.com/business/system/files/Royal-Mail-Franking-Scheme-September-2017.pdf)

**28. Complaints**

Frama has customer service and satisfaction at the forefront of all of our transactions with our customers.

If you feel you are unhappy with any aspect of our supply or service delivery, you should in the first instance write to our administration department who will respond within 5 business days.

If for any reason our administration department is unable to resolve the matter to your satisfaction, the matter will be raised with a senior manager who will investigate in as short a time as practicable. Any complaint can be emailed to [contact@frama.co.uk](mailto:contact@frama.co.uk)