

# TERMS & CONDITIONS

## BT00-TERMS-01

### Supply of Goods & Services

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The following terms and conditions (“Terms”) apply to all transactions with Box Technologies Limited which are not covered by the Box Technologies Master Services Agreement and shall apply to the exclusion of all other terms and conditions, irrespective of the date of any alternative terms and conditions which may be sent to Box Technologies. These Terms shall become binding on the Customer on the earlier of: (i) An Order being accepted by Box Technologies; (ii) the Customer signing or agreeing in writing to an Order; (iii) the Customer agreeing these Terms in writing (which may include email or acceptance through other agreed media); (iv) the Customer paying any amount towards any item specified in the Customer Schedule; (v) Box Technologies delivering or installing (where applicable) any Product or Service; or (vi) the Customer using or accessing any Product or Service.

#### 1. Interpretation

1.1 In these Terms, the following expressions shall have the meanings prescribed:

“Box Technologies” Box Technologies Limited, (Company No. 2722340) of 20 Thame Park Business Centre, Wenman Road, Thame, Oxfordshire, OX9 3XA. “Consequential Loss” Without limitation, pure economic loss, loss of profit, loss of revenue, loss of data, loss of business and/or depletion of goodwill or anticipated savings, legal costs and any other indirect, consequential, special or punitive loss.

“Consultancy Services” Specialist IT advisory and reporting work which Box Technologies may undertake for the Customer from time to time as set out in an Order.

“Customer” The person, company or other body purchasing the Hardware, Software and/or Services from Box Technologies pursuant to an Order.

“Customer Schedule” The document setting out the agreed charges and fees for Products and/or Services and all other information relevant to the Order, which may take the form of Quotation, Order or Services Proposal.

“Data Protection Legislation” the General Data Protection Regulation ((EU) 2016/679) (GDPR) and the Data Protection Act 2018.

“Hardware” The IT and communications hardware including, without limitation, computers, terminals, printers, screens, scanners to be supplied to the Customer by Box Technologies, as set out an Order.

“Intellectual Property” Rights of any nature whatsoever, whether registered or unregistered including, without limitation, any patent, right in a design, copyright, trade mark, utility model, services mark, database right and other intellectual property right whether or not capable of registration as may exist anywhere in the world now or in the future.

“Maintenance” The support and maintenance service(s) to be provided to the Customer by Box Technologies as set out in the Order.

“Order” A written or oral tender, offer, quotation, agreement or delivery relating to the supply of Products or the delivery of Services by or on behalf of Box Technologies.

“Products” Any Hardware or Software or other goods supplied by Box Technologies to the Customer as set out in the Order.

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“Quotation” The written statement provided by Box Technologies to the Customer summarising the specific details of the Products, Services and/or Software to be supplied together with their price(s).

“Returns Reference Number” Is a return to manufacturer’s authorisation number (or RMA number) provided by Box Technologies to the Customer when the Customer contacts Box Technologies to return a Product(s).

“Services” The services to be supplied by Box Technologies to the Customer pursuant to an Order, which may include without limitation, delivery, installation, implementation, maintenance and consultancy services.

“Services Proposal” The written statement provided by Box Technologies to the Customer summarising any specific terms of, or scope and price of Services to be provided.

“Software” The pre-packaged software, electronic licence or digital content supplied to the Customer by Box Technologies pursuant to an Order.

“Third Party” Any person company or other body not being Box Technologies or the Customer.

“Working Day” Monday to Friday excluding public holidays in England and Wales or Box Technologies seasonal closures.

“Working Hours” The hours of 9.00 am. until 5.30 p.m. Mondays to Thursday and 9.00 a.m. until 4.30 p.m. Fridays, both on Working Days..

## 2. Ordering Products and Services

2.1 These Terms shall apply to any Order or Customer Schedule but shall not become a binding contract until the Order is accepted by an authorised representative of Box Technologies.

2.2 Until an Order has been accepted by an authorised representative of Box Technologies, all prices are subject to change without prior notice.

2.3 No Order which has been accepted by Box Technologies may be cancelled by the Customer unless written agreement is obtained from an authorised representative of Box Technologies, The Customer shall remain liable for and shall indemnify Box Technologies in full for any costs, damages, losses, charges and expenses incurred by Box Technologies as a result of any cancellation of an Order.

2.4 Box Technologies may make any changes to the specifications of Products to conform with any applicable health and safety or legal requirement, or which do not materially affect their quality or performance.

2.5 Box Technologies’ policy is to supply Products and Services only to business customers (i.e. those who are not private consumers). In accepting these Terms, the Customer warrants that it is not purchasing the Products or Services as a private consumer.

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2.6 All descriptions, specifications, photographs, weights, dimensions, capacities, prices, performance ratings and other information quoted (whether online or in hard copy format) in Box Technologies' portfolio or included in any sales literature, quotation, price list, acknowledgement of order, or other document are deemed approximate only (except where stated in writing to be exact) and shall not form part of the contract or Order or Services Proposal other than as approximations.

2.7 Any typographical, clerical or other error or omission in any sales literature, portfolio, quotation, price list, acknowledgement of order, invoice or other document (whether hard or electronic copy) or information issued by Box Technologies shall be subject to correction by Box Technologies without liability.

#### 3. Delivery

3.1 Box Technologies shall use its reasonable endeavours to deliver the Products to the premises stated in the Order and to supply the Services by any delivery date estimated by Box Technologies. For the avoidance of doubt, the Customer acknowledges that such delivery date is not guaranteed or of the essence of the Contract and Box Technologies shall in no circumstances be liable to the Customer for any losses, damages or charges (including but not limited to Consequential Losses) incurred by the Customer due to the late delivery of the Products or Services.

3.2 The Customer agrees that it will inspect the Products immediately upon the earlier of delivery or collection and in all cases shall inform Box Technologies within 24 hours of delivery of any damage, shortages, defects or non-delivery of the Products and any failure to do so shall be deemed to constitute acceptance by the Customer of the Products.

3.3 If the Customer fails to take delivery of the Products or fails to give Box Technologies adequate delivery instructions at the time stated for delivery (save for circumstances beyond the Customer's reasonable control or by reason of Box Technologies' fault) then without prejudice to any other rights or remedies available to it Box Technologies may at its sole discretion;-

3.3.1 store the Products until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or

3.3.2 sell the Products at the best price readily available and charge the Customer any shortfall between the price and the price in the Order. .

#### 4. Risk and Title

4.1 Risk of damage to, or loss of, Products shall pass to the Customer at the earlier of:-

4.1.1. the time when the Customer collects the Products from Box Technologies' premises; or

4.1.2 the time at which Products are delivered to the Customer; or

4.1.3 the time when Box Technologies has attempted to deliver the Products to the Customer and any inability to complete such delivery is due to an inaction or action on the Customer.

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4.2 Notwithstanding delivery of the Products, title in the Products shall not pass to the Customer until Box Technologies has received cleared and full payment for the price of the Products and all other Products and Services (if applicable) supplied to the Customer for which payment is then due.

4.3 Until such time as title in the Products passes to the Customer the Customer shall keep the Products separate from the Customer's other goods and those of any other Third Parties and properly stored, protected and insured and identified as the Box Technologies' property.

4.4 Until such time as title in the Products passes to the Customer, Box Technologies shall be entitled at any time to require the Customer to deliver up the Products to Box Technologies and if the Customer fails to do so immediately the Customer shall allow (or procure permission for) Box Technologies or its agents or representatives to enter upon the Customer's premises or any premises of any Third Party where the Products are stored and repossess the goods.

#### 5. Services

5.1 The following conditions shall apply to all Services provided by Box Technologies to Customers.

5.2 Box Technologies warrants and undertakes to the Customer that:

5.2.1 Box Technologies' employees, agents and sub-contractors will have the necessary skill and expertise to provide the Services described in the Services Proposal in accordance with good industry practice;

5.2.2 Box Technologies will provide independent and unbiased advice and will exercise reasonable skill and care in the provision of the Services.

5.2.3 The Services will be provided in a timely and professional manner.

5.3 Should the customer become dissatisfied with the performance of any personnel assigned by Box Technologies to perform the Services, the Customer shall notify Box Technologies in writing with details of the unsatisfactory performance and, provided that Box Technologies is satisfied that the Customer's dissatisfaction is reasonable, Box Technologies shall re-assign personnel as soon as reasonably practicable.

5.4 Where Box Technologies agrees to provide Services, any estimate or indication by Box Technologies as to the number of man days or man hours required by Box Technologies to undertake a specific task shall be construed as being an estimate only.

5.5 Box Technologies shall in no circumstances be liable for a delay or for any other loss, damage or other cost of whatsoever nature (including without limitation Consequential Loss) suffered or incurred by the Customer where such estimate or indication is incorrect.

5.6 The charges agreed for the Services do not include travel, accommodation and subsistence expenses, nor the cost of time spent travelling incurred in the provision of the Services (unless specifically itemised in the quotation for Services) for which Box Technologies shall charge its then current rates.

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5.7 Box Technologies will normally carry out the Services during Working Hours but may, on reasonable notice, require the Customer to provide access to the Customer's premises at other times.

5.8 At the Customer's request Box Technologies may agree to work outside Working Hours however this shall be subject to any reasonable additional charge that may be made by Box Technologies for complying with such a request. Such charges shall be agreed in writing prior to commencement of any out of hours work.

5.9 Box Technologies reserves the right to sub-contract the whole or any part of an Order to any person or company.

#### **6. Support and Maintenance**

6.1 Where Box Technologies agrees to provide Maintenance in respect of Products supplied to the Customer, this will generally comprise reasonable assistance in the resolution of queries via a telephone call originated by the Customer during Working Hours for the agreed period (limited to first line support only). Except as provided under clause 6.3, if the query is unable to be resolved during a telephone call the Customer may be required to contact the distributor or manufacturer of the Software or Hardware directly.

6.2 Where Box Technologies agrees to provide Maintenance in respect of the Software this shall be provided in accordance with Box Technologies' applicable Customer Schedule as provided to the Customer by Box Technologies.

6.3 Any additional Maintenance which Box Technologies agrees to supply to the Customer in relation to the Software or Hardware shall be provided on a time and materials basis at Box Technologies' then current rates unless otherwise agreed.

#### **7. Installation and Delivery Services**

7.1 Where Box Technologies agrees to assist a Customer with the installation of Hardware and/or Software or deliver it, the Customer shall at its own expense and prior to the delivery of the Hardware or Software (as applicable) comply with Box Technologies' reasonable requests in order to allow Box Technologies to provide the installation and/or delivery services.

7.2 Personnel provided by Box Technologies will remain under the management and conditions of employment of Box Technologies or its nominated sub-contractor.

7.3 The Customer must provide reasonable access and assistance to Box Technologies' staff for the purpose of enabling Box Technologies' staff or officers or agents or sub-contractors to fulfil their duties.

#### **8. Consultancy Service and Deliverables**

8.1 The terms of reference for the Consultancy Services to be performed by Box Technologies shall be as specified in the Services Proposal. If the Customer from time to time wishes to vary the terms of reference Box Technologies will use all reasonable endeavours to accommodate that variation. Any changes in the charges and/or timescales as a result of that variation shall be negotiated between the Customer and Box Technologies.

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8.2 In respect of software asset management, consultancy work is performed on a reasonable endeavours basis and Box Technologies cannot guarantee the accuracy of any effective license position, solution and/or compliance report.

8.3 Where progress reports are provided in accordance with the Services Proposal, Box Technologies shall render such reports at the time and in the manner specified or as otherwise agreed between Box Technologies and the Customer.

#### 9 Pricing and Payment

9.1 The price payable by the Customer for the supply of Product(s) and/or Services shall be that which is set out in an invoice issued by Box Technologies to the Customer.

9.2 Any increase in price for the Services shall be applied no more often than once per year after the first anniversary of the date of the Order and shall not exceed the increase in the UK RPI calculated over the preceding 12 months. Box Technologies shall notify the Customer in writing at least 30 (THIRTY) days in advance of any increase in the price for the Services.

9.3 Unless otherwise agreed between the parties, invoices will be raised and dated by Box Technologies on the date of delivery of the Products or on commencement of the Services. Where both Products and Services are supplied against the same Order, a separate invoice will be raised for each of those two elements.

9.4 The Customer shall pay each invoice in full ( save in the case of a bona fide dispute, in which case it shall pay the undisputed part) together with any VAT at the appropriate rate and other expenses, to Box Technologies within 30 (THIRTY) days of the date of a valid invoice ("Due Date"). The time of payment shall be of the essence. These terms may only be changed when specifically agreed in writing by an authorised representative of Box Technologies.

9.5 If the Customer fails to pay any sums due by the Due Date or does not comply with an obligation imposed upon the Customer then, without prejudice to any other right or remedy available to Box Technologies, Box Technologies shall be entitled to withhold the supply of any Products and/or Services to be provided to the Customer by or on behalf of Box Technologies until such payment is made.

9.6 Box Technologies reserves the right to charge interest to the Customer on any sums, fees or other charges which are not paid on the Due Date and that interest may be charged from the date such payment falls due at the statutory rate of 8 (eight) percent per annum above the Bank of England base rate from time to time. Such interest shall accrue on a daily basis.

9.7 Box Technologies or its agent shall deliver the Products to any premises (whether in the United Kingdom or in any country) notified to Box Technologies by the Customer and for the avoidance of doubt the Customer shall be liable for any costs incurred by Box Technologies in relation to carriage, postage and packing and any other applicable taxes and duties.

9.8 The Customer shall not be entitled to make a set-off or counter-claim or claim a lien in respect of any amounts owed by Box Technologies and shall pay all amounts due without making a deduction of any kind.

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#### 10 Returns Policy

10.1 Box Technologies normally allows Customers to return unopened Products, however all returns are at Box Technologies' sole and absolute discretion.

10.2 Under no circumstances will Box Technologies accept returns of opened Products unless those Products are faulty.

10.3 In circumstances where the return of Product(s) is permitted and a refund has been agreed by Box Technologies then Box Technologies will issue a credit note on a Customer's account so that the invoice for the relevant product is deemed cancelled. In the event a Customer has paid for goods in full, a refund will be granted.

10.4 The refund or replacement of faulty or defective Products is subject strictly to individual manufacturer's "Dead on Arrival" ("DOA") policies.

10.5 Individual manufacturer's DOA policies may be obtained by the Customer by contacting Box Technologies technical support department.

10.6 Where Box Technologies is the authorised intermediary, the Customer must notify Box Technologies of a defect in the Products within the time limit provided for in the applicable manufacturer's DOA policy

10.7 For each return, the Customer will be required to obtain a Returns Reference Number by contacting Box Technologies. A Returns Reference Number must be used on all correspondence and Box Technologies will not accept delivery of any Product where a Returns Reference Number has not been issued. The Customer will be liable for any costs incurred by Box Technologies in relation to carriage, postage and packing and any other applicable charges.

10.8 In the case where it is established that Products are faulty or defective Box Technologies' technical support department will arrange with the Customer to have the Products returned. In some instances the manufacturer's warranties require the Customer to contact the repair agent directly. If this is the case, the Customer will be so informed by Box Technologies technical support department.

10.9 In the case where it is established that Products are faulty or defective all parts and labour charges will be waived but the Customer is responsible for ensuring that the Products are returned to Box Technologies in their original and undamaged packaging together with (without limitation) associated disks, manuals and cables.

10.10 The Customer will be liable for costs associated with (without limitation) damage to goods incorrectly packaged for transit and missing or incomplete goods.

10.11 The Products will be tested on receipt:-

10.11.1 If no fault is found the Products shall be returned to the Customer at the Customer's cost. The Customer will also be charged the standard no fault found fee, as communicated to the Customer when a Customer notifies Box of a return of a Product(s).

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10.11.2 If a fault is found and an applicable manufacturer's DOA period is exceeded, then the Product(s) will be repaired and/or replaced under the terms of the manufacturer's warranty. In the event that the manufacturer's warranty period has expired, Box will provide the Customer with a Quotation for the repair works prior to any works being carried out.

#### 11 Customer's Obligations

11.1 The Customer shall:-

11.1.1 comply with and use the Products and/or Services in accordance with these Terms and all applicable laws and shall not breach any obligations regarding acceptable use of the Services;

11.1.2 take reasonable precautions to protect the health and safety of Box Technologies personnel whilst at any location of the Customer;

11.1.3 allow Box Technologies to exercise a right of entry over all premises in the possession of or under the control of the Customer in order for Box Technologies to fulfil its obligations under these Terms;

11.1.4 be responsible for ensuring that its premises are ready to receive the items concerned;

11.1.5 promptly furnish Box Technologies with any information required in order to provide the Products and/or Services and ensure its employees or agents co-operate with Box Technologies;

11.1.6 in the event that the Customer fails for any reason to complete any purchase of any Products and/or Services within the period notified to the Customer at any time by Box Technologies, indemnify Box Technologies against any loss, damage or other cost of whatever nature suffered or incurred by Box Technologies reasonably relating to that failure on the part of the Customer;

11.1.7 if a Service is delayed other than through Box Technologies' fault, pay any sums required by Box Technologies in respect of idle-time incurred for the delay, including delay as a result of the Customer's agents or sub-contractors. Any agreed time schedules shall be deferred by a reasonable period of time or no less than the period of the delay;

11.1.8 promptly provide Box Technologies, on request, with all information and assistance that Box Technologies may reasonably require in order to provide the Products and/or Services.

11.2 The Customer acknowledges that it is relying solely upon its own skill and judgement and not that of Box Technologies in determining the suitability of any Products and their fitness for any general or specific purpose. (This clause does not apply however in circumstances where Box Technologies has provided Services to a Customer and Box Technologies has recommended a specific Product to the Customer in writing.)

11.3 The Customer warrants that any of its representatives, who enter into these Terms and any Order with Box Technologies, have the Customer's authority to do so and that the Customer will take responsibility for any employee, ex-employee or other person who holds themselves out to be the authorised representative of the Customer.



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#### **12 Intellectual Property Rights and Software Licences**

12.1 The title to and the Intellectual Property Rights in the Software and in the media containing such Software does not pass to the Customer. The Customer is licensed to use such Software in accordance with these Terms and in accordance with the applicable software licence agreement's terms, and by entering into the Terms and Conditions the Customer agrees to comply with such Terms.

12.2 The Parties agree that all Intellectual Property Rights which existed prior to the date of the Order in relation to any items used in the performance of any Services shall remain the property of the existing owner of those Intellectual Property Rights.

12.3 Box Technologies shall own and be fully entitled to use in any way it deems fit any Intellectual Property Rights or skills, techniques, materials, concepts or know-how acquired, developed or used in the course of performing any Services and any improvements made or developed during the course of Services. For the avoidance of any doubt, this shall include any improvements or modifications to Software during the duration of the Order. Nothing herein shall be construed or shall give effect to any transfer of right, title or interest in Box Technologies' Intellectual Property Rights.

#### **13 Documentation**

13.1 Save where the Customer's software licence with the manufacturer of the Software it has purchased permits such copying, the Customer shall not copy or reproduce in any way the whole or part of the user manual or any other documentation relating to any Products or Services which is supplied to the Customer without Box Technologies' prior written consent.

#### **14 Warranties**

14.1 To the maximum extent permissible in law, all conditions and warranties which are to be implied by statute or general law into these Terms or relating to the Products or Services are excluded. Notwithstanding this, any Products supplied under these Terms will conform substantively to any specifications given in relation to them.

14.2 Box Technologies warrants it has the right to provide or procure the provision of the Products and Services.

14.3 The only additional warranties which the Customer may receive are those which are given by the manufacturer or licensor (as the case may be) of such Hardware and Software to the Customer and are subject to any relevant limitations and exclusions imposed by such manufacturer or licensor (as the case may be). Box Technologies shall provide the Customer with details of such warranties upon request.

#### **15 General Exclusions and Limitations of Liability**

15.1 Nothing in these Terms shall limit Box Technologies' liability to the Customer for liabilities which cannot be limited or excluded as a matter of law including:

15.1.1 death or personal injury resulting from the negligence of Box Technologies, its employees, agents or sub-contractors; and

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15.1.2 fraud or fraudulent misrepresentation.

15.2 Box Technologies shall not in any circumstance be liable for Consequential Losses, even if it been advised of the possibility of such losses.

15.3 The total liability which Box Technologies shall owe to the Customer in respect of all claims under all Orders shall not exceed the purchase price paid by the Customer in respect of the Products to which the claim(s) relates or, in respect of any Services, the sum of £25,000.

15.4 No actions regardless of form arising out of these Terms may be brought by the Customer more than two years after the Customer becomes aware or should reasonably have become aware of the facts constituting the cause of the action.

15.5 The Customer shall indemnify and keep Box Technologies indemnified in respect of any losses, costs, damages, claims and/or expenses incurred by Box Technologies due to any claims by any Third Party arising out of any use, access to or modification of the Customer's computer systems/terminals/servers/back office by Box Technologies on the Customer's instructions and/or use of any materials supplied to Box Technologies by the Customer. This indemnity shall survive termination or expiry of an Order to which it relates.

#### 16. Force Majeure

16.1 In this clause 'Force Majeure' means an event or sequence of events beyond Box Technologies' control preventing or delaying it from performing its obligations under these Terms.

16.2 Box Technologies shall not be liable if delayed in or prevented from performing its obligations under these Terms due to Force Majeure, provided that it:

16.2.1 promptly notifies the Customer of the Force Majeure event and its expected duration; and

16.2.2 uses reasonable endeavours to minimise the effects of that event.

16.3 If, due to Force Majeure, Box Technologies:

16.3.1 is or is likely to be unable to perform a material obligation; or

16.3.2 is or is likely to be delayed in or prevented from performing its obligations for a continuous period of more than 60 Business Days,

the Customer may terminate an Order on not less than four weeks' written notice.

#### 17 Termination

17.1 Box Technologies shall be entitled to terminate any Order and suspend all or any work on current or future deliveries and instalments of Products or the provision of any Services and on written notice to the Customer shall be entitled to cancel the undelivered or unperformed portion of the Order between Box Technologies and the Customer and deem that the whole of the price payable under the Order or any other agreement shall be payable immediately in the event of:

17.1.1 any distress, execution or other legal process being levied upon any of the Customer's assets;

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17.1.2 the Customer entering into any arrangement or composition with its creditors, committing any act of bankruptcy or (being a corporation) an order being made or an effective resolution being passed for its winding up, except for the purposes of amalgamation or reconstruction as a solvent company, or a receiver, manager receiver, administrative receiver or administrator being appointed in respect of the whole or any part of its undertakings or assets;

17.1.3 the Customer ceasing or threatening to cease to carry on business;

17.1.4 any breach of these Terms by the Customer which it fails to remedy as required by Box Technologies;

17.1.5 non-payment by the Customer of any amount due from it to Box Technologies, or other material breach of these Terms;

or

17.1.6 Box Technologies reasonably apprehending that any of the events mentioned above is likely to occur.

17.2 In the event of such termination Box Technologies shall, for the avoidance of doubt, be entitled to recover as damages from the Customer all reasonable costs which Box Technologies may sustain due to such termination.

17.3 In the event of such termination, should the Customer have failed to make payment in full for Software, streaming service or any associated provision, then the Customer shall immediately cease use of all Software, streaming service or any associated provision (and any updates of them) and at its own expense, remove from all computers and associated technologies under its control all copies of the Software, streaming services or associated provision and certify in writing to Box Technologies that such removal/destruction has taken place.

17.4 For a period of six months following termination of the Order, the Customer shall on not less than two days' notice permit authorised representatives of Box Technologies to enter its premises during normal Working Hours for the purposes of confirming that the Customer has complied with its post termination obligations.

17.5 The exercise of the rights conferred by this Clause 17 shall be without prejudice to any other right enjoyed by Box Technologies pursuant to these Terms or by law.

#### **18 Severability**

18.1 If a provision in these Terms is held by any competent authority to be invalid or wholly or partly unenforceable such invalidity or unenforceability shall not in any way affect the remainder of these Terms.

#### **19 Assignment**

19.1 The Customer will not be entitled to assign the benefit or delegate the burden of the Order without the prior written consent of Box Technologies which it may in its absolute discretion refuse.

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19.2 Box Technologies will be entitled to assign the benefit or delegate the burden of the Order.

#### **20 Sub-Contracting**

20.1 Box Technologies shall be free to sub-contract any or all of its rights and obligations under these Terms as it sees fit. The Customer will not be entitled to sub-contract all or any part of its obligations under these Terms without the prior written consent of Box Technologies.

#### **21 Confidentiality**

21.1 Each party agrees with the other in respect of all information of a confidential nature disclosed in the course of the supply of Products and/or Services or information as to the operation of the business of Box Technologies and information relating to the Products and/or Services and for Box Technologies, any information about the Customer's business ("Confidential Information"):

21.1.1 to keep the Confidential Information in strict confidence and secrecy;

21.1.2 not to use the Confidential Information save for complying with its obligations under these Terms;

21.1.3 not to disclose the Confidential Information to a Third Party; and

21.1.4 to restrict the disclosure of the relevant and necessary parts of the Confidential Information to such of its employees and others who need it in the performance of their duties as envisaged by the Order and in those circumstances to ensure that those employees and others are aware of the confidential nature of the Confidential Information provided however that where a part of the Confidential Information is already or becomes commonly known in the trade (except through a breach of the obligations imposed under these Terms and where Box Technologies has confirmed such information as no longer confidential) then the foregoing obligations of confidentiality in respect of such part shall not apply or shall cease to apply (as the case may be).

21.2 This obligation of Confidentiality shall survive the termination of any Order.

#### **22 Non-Solicitation**

22.1 The Customer will not solicit, induce to terminate employment, or otherwise entice away whether directly or indirectly through another firm or company, any employee of Box Technologies professionally or otherwise directly associated with Box Technologies during the term of an Order or for a period a 12 months thereafter.

22.2 For the avoidance of doubt, there is no restriction on the Customer employing any person who is employed or acting for Box Technologies where that person responds to a bone fide public advertisement for employees.

#### **23 Amendment and Waiver**

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23.1 No amendment of these Terms shall be binding unless executed in writing and signed by an authorised representative of Box Technologies and by an authorised representative of the Customer.

23.2 The failure of Box Technologies at any time to enforce a provision of these Terms shall not be deemed a waiver of such provision or any other provision of these Terms or of Box Technologies' right thereafter to enforce any such provision(s).

#### 24 Notices

24.1 Any demand, notice or other communication shall be in writing and may be served by hand, prepaid first class post or email.

#### 25 Third Parties

25.1 No Third Party may enforce any provision of these Terms by virtue of the Contracts (Rights of Third Parties) Act 1999.

#### 26 Data Protection

26.1 Both the Customer and Box Technologies shall at all times comply with all applicable requirements of the Data Protection Legislation in the performance of their obligations under this contract.

26.2 Where Box Technologies is a Data Controller or Data Processor (as defined in the Data Protection Legislation) it will have in place appropriate technical and organisational measures against unauthorised or unlawful processing of any personal data and process and use any personal data in accordance with its privacy policy which is available on request and/or on its website.

#### 27 Entire Agreement

27.1 These Terms constitute the entire agreement between Box Technologies and the Customer and supersede and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter

27.2 The Customer acknowledges that in entering into these Terms 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 these Terms. And agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in these Terms.

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

#### 28 Law and Jurisdiction

28.1 These Terms and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales

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and Box Technologies and the Customer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these Terms, its subject matter or formation (including non-contractual disputes or claims).