

# Terms and Conditions

- (A) Vpress has developed and provides the Coreprint Platform, a collaborative cloud-based print management system accessible as a service over the internet.
- (B) The Customer wishes to use the Coreprint Platform and associated Services in its business operations.
- (C) Vpress has agreed to provide and the Customer has agreed to take and pay for Vpress's services subject to the terms and conditions of this Contract.

## 1. INTERPRETATION

The definitions and rules of interpretation in this condition apply in these terms and conditions (Conditions).

**Authorised Users:** those Users who are entitled to use the Vpress Platform under this Contract.

**Authorised Representative:** the person nominated by the Customer, as having the authority to bind the Customer in all matters relating to this Contract.

**Business Day:** a day (other than a Saturday or Sunday) on which banks in London are normally open for general business.

**Contract:** the contract formed on Customer's acceptance of a Quotation by Vpress under condition 2.2.

**Commencement Date:** the date the Services are due to commence, taken as the date the Customer completes the 'New Customer Form'.

**Confidential Information:** information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information.

**Customer Data:** the data inputted into the Software by Authorised Users.

**Data Protection Legislation:** the relevant UK Data Protection Legislation and any other applicable European Union legislation relating to personal data including the General Data Protection Regulation ((EU) 2016/679) and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data.

**Documentation:** means the quick start guides, video tutorials, help articles and specifications, on-line materials and other documents for the Vpress Platform, created, owned and maintained by Vpress.

**Fees:** the fees payable to Vpress, including Set up Services fees, Training fees and subscription fees, as described in the Quotation.

**Quotation** means Vpress's latest accepted written quotation to the Customer identifying the specific Services, the period that the Services are to be provided, any limitations on how and where the Services may be used and the corresponding Fees.

**Services:** all services that Vpress provides including Set up Services, Training, development work, hosting, support, maintenance and any other work or services that it is agreed are to be provided by Vpress to the Customer pursuant to the Quotation. "Service" shall be construed according to the context.

**Set up Services:** the set up and related work referred to in the Quotation to be performed by Vpress which enables the Customer

to use the Coreprint Platform.

**Software:** Vpress's proprietary software in machine-readable object code form only, including any error corrections, updates, upgrades, modifications and enhancements.

**Training:** the training of Authorised Users referred to in the Quotation to be performed by Vpress.

**UK Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

**User Account:** is a unique, non-transferable username and password assigned to a User which provides the User access to the Coreprint Platform.

**User:** is an individual person, including a Customer client, who has been provided a User Account in accordance with this Contract.

**VAT:** value added tax chargeable under English law for the time being and any similar additional tax.

**Coreprint Platform:** is the collection of software as a service solutions, including modules for print management that are deployed at any time on a licensed software as a service basis, via the internet on [www.coreprint.net](http://www.coreprint.net) (or such other internet address as Vpress may notify to the Customer) unless any service within the API or under the Vpress Embedded Technology framework are being utilised.

**Statement of Works: (SoW)** is a document detailing any bespoke development work, required by the Customer, to the Coreprint Platform.

- 1.1. Headings in these conditions shall not affect their interpretation.
- 1.2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3. The schedules form part of the Contract.
- 1.4. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.5. A reference to writing or written includes e-mail.
- 1.6. Any obligation in the Contract on a person not to do

something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

- 1.7. References to conditions and schedules are to the conditions and schedules of the Contract.

## 2. APPLICATION OF CONDITIONS

- 2.1. These Conditions shall:
- 2.1.a apply to and be incorporated into the Contract; and
- 2.1.b prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's purchase order, confirmation of order, acceptance of a quotation, or specification or other document supplied by the Customer, or implied by law, trade custom, practice or course of dealing.
- 2.2. The Customer's acceptance of a Quotation for Services by Vpress, constitutes an offer by the Customer to purchase the Services specified in it on these Conditions. No offer placed by the Customer shall be accepted by Vpress other than:
- 2.2.a by a written acknowledgement issued and executed by Vpress; or
- 2.2.b (if earlier) by Vpress starting to provide the Services, when a contract for the supply and purchase of the Services on these Conditions will be established. The Customer's standard terms and conditions (if any) attached to, enclosed with or referred to in any purchase order or other Document shall not be incorporated into or govern the Contract.
- 2.3. Quotations are given by Vpress on the basis that no Contract shall come into existence except in accordance with condition 2.2. Any Quotation is valid for a period of thirty days from its date, provided that Vpress has not previously withdrawn it.

## 3. COMMENCEMENT AND DURATION

- 3.1. The Services supplied under the Contract shall be provided by Vpress to the Customer from the date of acceptance by Vpress of the Customer's offer in accordance with condition 2.2.
- 3.2. Subject to condition 11 and condition 13.3, the Services supplied under the Contract shall continue to be ongoing and shall continue to be supplied unless the Contract is terminated by one of the parties giving to the other not less than three calendar months' notice or earlier termination pursuant to condition 11.
- 3.3. Notwithstanding the foregoing, Vpress shall be under no obligation to keep the Coreprint platform "live"

during any period of inactivity (period of inactivity being a minimum 6 months with no usage), but will notify the Customer prior to deleting any Customer Data. Vpress reserves the right to charge a monthly fee for any period the Vpress platform is "live", but unused.

## 4. SUPPLIER'S OBLIGATIONS

- 4.1. Vpress shall use reasonable endeavours to provide the Services to the Customer, in accordance with the Quotation for Services.
- 4.2. Vpress shall use reasonable endeavours to meet any performance dates specified in the Quotation, (or any separate SoW), but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

## 5. CUSTOMER'S RIGHTS AND OBLIGATIONS

- 5.1. Vpress hereby grants to the Customer on and subject to the terms and conditions of this Contract a non-exclusive, non-transferable licence to allow Authorised Users to access and use the Coreprint Platform.
- 5.2. The rights provided under this Condition 5 are granted to the Customer only for the specific scope set out in the Quotation, and unless expressly indicated the right shall not be considered granted to any subsidiary or holding company of the Customer.
- 5.3. The Customer shall not:
- 5.3.a copy, duplicate, modify, create derivative works from or distribute all or any portion of the Software; or
- 5.3.b reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;
- 5.3.c access all or any part of the Software or Services in order to build a product or service which competes with the Software and/or the Services; or
- 5.3.d use the Software or Services to provide services to third parties except as set out herein.
- 5.4. The Customer shall:
- 5.4.a if requested, appoint an Authorised Representative, who shall have the authority to contractually bind the Customer on all matters relating to this Contract;
- 5.4.b provide Vpress with the information necessary to enable Set up Services as identified in the Quotation;
- 5.4.c be responsible for supervising all Authorised Users in respect of all matters relating to the Coreprint Platform, including the creation of new User Accounts, set up, and maintenance of User roles and permissions. Vpress

will provide Training in accordance with the Quotation but will not assume any responsibility for their acts or omissions;

- 5.4.d provide all hardware, network connections and telecommunications links to the internet and other things necessary to access the Services. Vpress shall not assume any responsibility for any problems, delays, delivery failures, nor any loss or damage arising from the Customer's use of such hardware or failure of such telecommunication links or other things; and
- 5.4.e implement appropriate measures to prevent and report any unauthorised use of the Services, ensure that Authorised Users keep their User Account credentials secret and do not expose the Services to viruses or unlawful, harmful or infringing content or activity.
- 5.5. The Customer shall be liable to indemnify Vpress, on demand, all reasonable costs, charges or losses sustained or incurred by Vpress (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to Vpress confirming such costs, charges and losses to the Customer in writing.
- 5.6. The Customer shall not, without the prior written consent of Vpress, at any time from the date of the Contract to the expiry of the later of three months after the last date of supply of the Services and termination of the Contract, solicit or entice away from Vpress or employ (or attempt to employ) any person who is, or has been, engaged as an employee, consultant or subcontractor of Vpress in the provision of the Services.
- 5.7. Any consent given by Vpress in accordance with condition 5.6 shall be subject to the Customer paying to Vpress a sum equivalent to 100% of the then current annual remuneration of Vpress's employee, consultant or subcontractor or, if higher, 100% of the annual remuneration to be paid by the Customer to that employee, consultant or subcontractor.

## 6. CHARGES AND PAYMENT

- 6.1. The Customer shall pay to Vpress the Set-up, Training and other fees referred to in the Quotation and Vpress shall invoice the Customer the Fees on the dates and frequency set out in the Quotation. The Customer's subscription fee to the Coreprint Platform referred to in the Quotation shall commence on the Commencement Date and shall continue until termination of this

Contract in accordance with condition 3.2, condition 6.2 or condition 11.

- 6.2. The parties agree that Vpress may review and increase its charges. Vpress will give the Customer written notice of any increase three months before the proposed date of the increase being applied. If such increase is not acceptable to the Customer, it may, within three months of such notice being received terminate the Contract by giving three months written notice to Vpress.
- 6.3. The Customer shall pay each invoice submitted to it by Vpress, in full and in cleared funds, within 30 days of the date of the invoice, with payment being made in the currency and to the bank account nominated in writing by Vpress (subject to condition 6.8). Fees are exclusive of any and all taxes which may apply including VAT. Where VAT is to apply the Customer shall in addition pay an amount equal to any VAT chargeable on the Fees on delivery of a VAT invoice.
- 6.4. Without prejudice to any other right or remedy that it may have, if the Customer fails to pay Vpress on the due date, Vpress may
  - 6.4.a charge interest on such sum from the due date for payment at the annual rate of 8% above the base lending rate from time to time of Barclays Bank Plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Customer shall pay the interest immediately on demand. Vpress may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and
  - 6.4.b suspend the provision of all Services until payment has been made in full.
- 6.3. Time for payment shall be of the essence of the Contract.
- 6.4. All sums payable to Vpress under the Contract shall become due immediately on its termination, despite any other provision. This condition 6.6 is without prejudice to any right to claim for interest under the law, or any such right under the Contract.
- 6.5. Vpress may, without prejudice to any other rights it may have, set off any liability of the Customer to Vpress against any liability of Vpress to the Customer.
- 6.6. Where the Customer is permitted to pay Fees in a currency other than Sterling (GBP) :
  - (a) Vpress shall review the exchange rates applied to such Fees on a quarterly basis. Vpress shall provide the Customer with at least 30 days' written notice of any changes to the exchange rates to be applied for the following quarter;
  - (b) the Customer shall be responsible for all bank charges, transfer fees, and currency conversion costs, ensuring that the full amount of the Fees is received by

Vpress in cleared funds; and (c) if an invoice is not paid by the due date, Vpress reserves the right to recalculate the Fees due based on the exchange rate applicable on the date of actual payment (using the Barclays Bank Plc spot rate), to ensure Vpress receives the same value in GBP as it would have received had the invoice been paid on the due date.

## 7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. The Customer acknowledges and agrees that Vpress and/or its licensors owns all intellectual property rights in the Services, including without limitation the Software, the Documentation and any other materials which Vpress has created or may create in connection with the Services, together with any suggestions, ideas, feedback, enhancements or other information provided by the Customer, Users in connection with the Services. This Contract does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Software, Services or any related documentation, including the Documentation.
- 7.2. The Customer shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of such Customer Data. Vpress shall have a non-exclusive license to store, distribute, publish, export, adapt, edit and translate the Customer Data to the extent reasonably required in connection with this Contract.
- 7.3. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against Vpress shall be for Vpress to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Vpress.

## 8. CONFIDENTIALITY AND VPRESS'S PROPERTY

- 8.1. The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by Vpress, its employees, agents, consultants or subcontractors and any other confidential information concerning Vpress's business or its products which the Customer may obtain.
- 8.2. The Customer may disclose such information:
- 8.2.a to its employees, officers, representatives, advisers,

agents or subcontractors who need to know such information for the purposes of carrying out the Customer's obligations under the Contract; and

- 8.2.b as may be required by law, court order or any governmental or regulatory authority.
- 8.3. The Customer shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this condition 8.
- 8.4. The Customer shall not use any such information for any purpose other than to perform its obligations under the Contract.
- 8.5. All materials, equipment and tools, drawings, specifications and data supplied by Vpress to the Customer shall, at all times, be and remain as between Vpress and the Customer the exclusive property of Vpress, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to Vpress, and shall not be disposed of or used other than in accordance with Vpress's written instructions or authorisation.

## 9. LIMITATION OF LIABILITY

- 9.1. This condition 9 sets out the entire financial liability of Vpress (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:
- 9.1.a any breach of the Contract;
- 9.1.b any use made by the Customer of the Services, any part of them; and
- 9.1.c any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 9.2. Except as expressly and specifically provided in this the Customer assumes sole responsibility for results obtained from the use of the Coreprint Platform and the Services by the Customer and Authorised Users, and for conclusions drawn from such use. Vpress shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Vpress by the Customer in connection with the Services, or any actions taken by Vpress at the Customer's direction; and all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 9.3. Nothing in these Conditions limits or excludes the liability of Vpress:

- 9.3.a for death or personal injury resulting from negligence; or
- 9.3.b for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by Vpress;
- 9.4. Subject to condition 9.2 and condition 9.3:
  - 9.4.a Vpress shall not be liable for:
    - 9.4.a.1 loss of profits; or
    - 9.4.a.2 loss of business; or
    - 9.4.a.3 depletion of goodwill and/or similar losses; or
    - 9.4.a.4 loss of anticipated savings; or
    - 9.4.a.5 loss of goods; or
    - 9.4.a.6 loss of contract; or
    - 9.4.a.7 loss of use; or
    - 9.4.a.8 loss, or corruption, of data or information; or
    - 9.4.a.9 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses and;
  - 9.4.b Vpress's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the lesser of the price paid for the Services, or the amount paid for the Services in the preceding 12-month period.
  - 9.4.c the Customer is required to allow Vpress reasonable time to remedy any deficiency in performance or delivery of the Services that it is notified of in writing by the Customer, prior to making any claim against Vpress.

## 10. DATA PROTECTION

- 10.1. The parties acknowledge that in utilising the Services the Customer may input into the Platform the following personal data relating to a data subject: First and last names; e-mail address; postal address; contact telephone number(s) and job title or function. The parties further acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and Vpress is the processor of such personal data. Both parties will comply with all applicable requirements of the Data Protection Legislation. This Condition 10 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. Vpress may, at any time on not less than 20 Business Days' notice, revise this condition 10 to comply with any changes to the Data Protection Legislation.
- 10.2. The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any personal data to Vpress for the

duration and purposes of this Contract.

- 10.3. Vpress shall, in relation to any personal data of the European Economic Area and the United Kingdom data subjects processed in connection with the performance by Vpress of its obligations under this Contract:
  - 10.3.a process that personal data only on the documented written instructions of the Customer unless Vpress is required by law to do so. If Vpress is required to carry out additional processing by law, it will inform the Customer before the processing takes place (unless the law prohibits this);
  - 10.3.b ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
  - 10.3.c not transfer any personal data outside of the European Economic Area and the United Kingdom unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled: (i) the Customer or Vpress has provided appropriate safeguards in relation to the transfer; (ii) the data subject has enforceable rights and effective legal remedies; (iii) Vpress complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and (iv) Vpress complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;
  - 10.3.d assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - 10.3.e notify the Customer without undue delay on becoming aware of a personal data breach;
  - 10.3.f at the written direction of the Customer, delete or return personal data and copies thereof to the



- Customer on termination of the Contract unless required by law to store the personal data;
- 10.3.g without prejudice to the generality of Condition 8, will ensure anyone it authorises to process the personal data is subject to an appropriate commitment of confidentiality; and
- 10.3.h maintain complete and accurate records and information to demonstrate its compliance with this Condition 10 and allow for compliance audits by the Customer or the Customer's designated auditor and immediately inform the Customer if, in the opinion of Vpress, an instruction infringes the Data Protection Legislation.
- 10.4. The Customer consents to Vpress appointing a third-party processor of personal data under this Contract as reflected in Vpress's online Privacy Policy. Vpress confirms that it has entered or (as the case may be) will enter into a written Contract with the third-party processor, incorporating terms which reflect and will continue to reflect the requirements the Data Protection Legislation. Vpress will remain liable to the Customer for any failure of a sub-processor to meet its Data Protection obligations, as set out herein.
- 10.5. When appointing a third-party processor of personal data in accordance with Condition 10.4 above, Vpress will give the Customer reasonable advance notice of such appointment. If the Customer objects in writing to the appointment of a third-party processor, either party shall have the right to terminate this Contract with immediate effect, it being agreed that such termination shall not give rise to any liability to either party on account of such termination.

## 11. TERMINATION

- 11.1. Without prejudice to any other rights or remedies which the parties may have, Vpress may terminate the Contract without liability to the Customer immediately on giving notice if:
- 11.1.a the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment; or
- 11.1.b the Customer commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- 11.1.c the Customer repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract; or
- 11.1.d the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 (if the Customer is a Company and is deemed unable to pay its debts) or within the meaning of section 268 of the Insolvency Act 1986 (if the Customer is a natural person and is deemed either unable to pay its debts or as having no reasonable prospect of so doing) being a partnership has any partner to whom any of the foregoing apply; or
- 11.1.e the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
- 11.1.f on behalf of the Customer a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of the Customer;
- 11.1.g an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer; or
- 11.1.h a floating charge holder over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver; or
- 11.1.i a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer; or
- 11.1.j a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- 11.1.k any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 11.1(d) to condition 11.1(j) condition (inclusive); or
- 11.1.l the Customer suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- 11.1.m there is a change of control of the Customer (as defined in section 574 of the Capital Allowances Act 2001).
- 11.2. the Customer acknowledges and agrees that a breach of any condition in condition 11.1 (a) – (m) inclusive shall constitute a material breach for the purposes of this condition 11.
- 11.3. On termination of the Contract for any reason:
- 11.3.a the Customer shall immediately pay to Vpress all of Vpress's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice

has been submitted, Vpress may submit an invoice, which shall be payable immediately on receipt;

- 11.3.b all licences granted under this Contract shall immediately terminate; and
- 11.3.c the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive termination shall not be affected.
- 11.4. On termination of the Contract (however arising), all conditions and such other provisions that by their nature are intended to survive termination shall survive and continue in full force and effect.

## 12. FORCE MAJEURE

- 12.1. Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network or the internet, act of God, acts of government war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, pandemic, epidemic, accident, breakdown of plant or machinery, fire, flood or storm, acts of terror, strikes, telecommunications or network failures or delays, computer failures involving hardware or software not within Vpress's possession or reasonable control and acts of vandalism (including malicious cyber-attack), provided that the party claiming relief has taken reasonable technical measures to anticipate such eventualities.
- 12.2. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for three months, the party not affected may terminate this Contract by giving 30 days' written notice to the other party.

## 13. VARIATION/ CHANGE

- 13.1. Vpress may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services. If Vpress requests a change to the scope of the Services for any other reason, the Customer shall not unreasonably

withhold or delay consent to it.

- 13.2. If the Customer wishes to change the scope of the Services, it submits details of the requested change to Vpress in writing. Vpress is under no obligation to proceed with the requested change. Within three weeks of receiving the requested change Vpress shall either:
  - 13.2.a submit a new Quotation to the Customer for acceptance; or
  - 13.2.b inform the Customer that it is unwilling to change the scope of Services, stating its reasons.
- 13.3. If the Customer accepts a new Quotation all previous Quotations are superseded and the scope of Services are changed accordingly as from the date of the next billing cycle communicated by Vpress to the Customer (the "New Service Start Date"). The Customer may not exercise its right to terminate the Contract pursuant to condition 3.2 until after a period of not less than three calendar months has elapsed since the New Service Start Date.
- 13.4. Subject to condition 13.1, no variation of the Contract or these Conditions shall be valid unless it is in writing and signed by or on behalf of each of the parties.

## 14. WAIVER

- 14.1. A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 14.2. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

## 15. SEVERANCE

If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.



## 16. ENTIRE CONTRACT

- 16.1. The Contract constitutes the whole Contract between the parties and supersedes all previous Contracts between the parties relating to its subject matter.
- 16.2. Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract), as expressly provided in the Contract.
- 16.3. Nothing in this condition shall limit or exclude any liability for fraud.

## 17. ASSIGNMENT

- 17.1. The Customer shall not, without the prior written consent of Vpress, assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under the Contract.
- 17.2. Vpress may at any time assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

## 18. NO PARTNERSHIP OR AGENCY

- 18.1. Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

## 19. RIGHTS OF THIRD PARTIES

- 19.1. A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 19.2. Each party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.

## 20. NOTICES

Any notice required to be given under this Contract shall be in writing and shall be delivered by e-mail with a copy sent by recorded delivery post to the other party at its registered office or the address set out in this Contract.

- 20.1. Any notice or other communication required to be given under the Contract shall be in writing by e-mail with a copy sent by recorded delivery post to the other party at its registered office or the address set out in this Contract and for the attention of the person specified as Supplier Authorised Representative, or as otherwise specified by the relevant party by notice in writing to the other party.
- 20.2. Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address and for the contact, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 20.3. This condition 20 shall not apply to the service of any in any proceedings or other documents in any legal action.

## 21. GOVERNING LAW AND JURISDICTION

- 21.4. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.
- 21.5. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter.

**Vpress Ltd.**

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