

## **Filestream Ltd - terms and conditions relating to sales of File Stream Document Management**

You may not vary these Conditions unless an authorised representative of ours agrees in writing.

### **Ordering**

By e-mail: [sales@filestreamsystems.co.uk](mailto:sales@filestreamsystems.co.uk)

By phone: **0118 932 8900** for sales and customer service between 08.30 and 17.30 weekdays.

For your order to be processed efficiently, we require the following information:

Full specification of the File Stream Document Management system required – usually provided via our quotation.

Delivery and Invoice Address

Contact details for your IT department.

Your Order Number.

### **Prices**

Prices are subject to change without notice. Please confirm prices when you place an order. All prices quoted exclude vat. The price of the Software and Services will be calculated in pounds sterling (or such other currency as we may accept in our absolute discretion). Payment terms are 50% on placing the order and 50% after installation.

### **Returns**

Once a licence has been issued, returns cannot be accepted. Unless we agree otherwise, you will not be able to cancel a Contract for Services once performance of those Services has begun.

### **Credit Accounts**

To apply for a credit account, please ask for a Credit Account Application Form.

### **Title to goods**

Title remains with Filestream Ltd until cleared funds have been received in full settlement of the purchase price.

In the event of non-payment, or part payment, we may exercise our legal right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 and subsidiary legislation as amended from time to time together with compensation for debt recovery costs.

### **Intellectual property rights**

You acknowledge that the copyright and any other intellectual property rights in the Products and/or Services remain with us or our licensors, and may not be used by you for any purpose other than your lawful use and in accordance with the Contract.

We shall not be responsible for any defects or intellectual property rights claims arising from your customisation of the Products or Services or your other instructions.

### **Liability**

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**As with all new software installations, it is vital that existing data is backed up prior to the new installation.**

### **Licensing Terms and Conditions**

The terms and conditions of the software license are reproduced below and form an integral part of our terms and conditions of sale.

**Address Details:** Filestream Ltd, East Court, Finchampstead, Wokingham, Berks RG40 3SD

## **Our standard software licensing conditions:**

### **IMPORTANT - READ CAREFULLY:**

SOFTWARE END-USER LICENSE AGREEMENT ("EULA").

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#### 3. Duration

This license is effective until terminated. The license will terminate where You fail to comply with the terms of this agreement. Upon termination, You agree to destroy all copies of the software and its documentation.

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#### 8. Limitation of Liability and End User Remedies

In the event of a breach of the Limited Warranty contained in Section 6, You must notify FILESTREAM of your warranty claim within one six months of Your receipt of the Software. In such event, FILESTREAM' and its suppliers' or distributors' or resellers' (if applicable) entire liability and Your exclusive remedy shall be, at FILESTREAM' sole discretion, either to (a) return the price You paid for the Software or (b) repair or replace, to the extent required, the Software. All Software returns and replacements must include a copy of the original receipt reflecting purchase from FILESTREAM or their authorised reseller. You will receive the remedy elected by FILESTREAM without charge, except that You shall be responsible for any shipping expenses You may incur. The Limited Warranty is void if failure of the Software has resulted from accident, abuse, abnormal use, misapplication, extreme electrical stress, a virus, Trojan horse or other malicious third party application or if the error cannot be reproduced. Any replacement Software will be warranted for the remainder of the original Limited Warranty period. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANY DAMAGES YOU MIGHT INCUR FOR ANY REASON WHATSOEVER, THE AGGREGATE CUMULATIVE LIABILITY OF FILESTREAM AND ITS SUPPLIERS UNDER ANY PROVISION OF THIS EULA AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO THE REMEDY SET FORTH IN THIS SECTION 8 CONCERNING BREACH OF THE LIMITED WARRANTY. SHOULD THIS REMEDY FAIL WITH REGARD TO CLAIMS UNRELATED TO THE LIMITED WARRANTY, FILESTREAM AND ITS SUPPLIERS' AND/OR DISTRIBUTORS' AND/OR RESELLERS' AGGREGATE CUMULATIVE LIABILITY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE DURING THE IMMEDIATELY PRECEDING CALENDAR YEAR. UNLESS EXPRESSLY PROVIDED OTHERWISE IN THIS EULA, FILESTREAM SHALL BE LIABLE FOR CLAIMS BROUGHT BY YOU ONLY WITHIN TWELVE (12) MONTHS OF YOUR RECEIPT OF THE SOFTWARE.

#### 9. Basis of Bargain

The Limited Warranty (Section 6), Exclusion of Liability (Section 7), and Limitation of Liability and End User Remedies (Section 8) are fundamental elements of this EULA. You acknowledge that FILESTREAM would not be able to provide the Software as contemplated herein absent such limitations. As such, these limitations shall apply regardless of whether any remedy provided herein or otherwise applicable fails its essential purpose. Further, the limitations contained in the foregoing sections shall survive even if the remedy set forth for the Limited Warranty is invalidated.

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