

1. INTERPRETATION

- 1.1** This agreement is between the Customer as named in the overleaf (The “Customer”) and COS Sales Ltd (“COS Sales” or the “Company”) of Attadale House, Lingfield Way, Darlington, DL1 4GD. It covers both the supply of equipment hereinafter referred to as the “Hardware” under Purchase Terms and the provision of maintenance and servicing under Maintenance and Services.
- 1.2** Some of the words and phrases in these Standard Terms mean specific things. They are capitalised all the way through. The following defined terms apply in these terms and conditions:
- 1.2.1** “COS Sales Introduction” means that COS Sales sources a non-regulated finance agreement through a 3rd party leasing provider.
 - 1.2.2** “Business Hours”: the hours of business, published on our website, wherein The Company can act against queries or incidents. These are subject to change.
 - 1.2.3** “Colour Prints”: means usage of colour and black toner/ink on the printed page and is measured by the relevant meter.
 - 1.2.4** “Conditions”: any and all of these Terms and Conditions.
 - 1.2.5** “Contract”: any contract between the Company and the Customer for the sale and purchase of the Goods, incorporating these conditions. Can be referred to as an “Agreement”.
 - 1.2.6** “Commencement Date”: the date on which this Agreement is signed by The Customer or such other date as the parties may agree in writing
 - 1.2.7** “Company”: COS Sales Ltd
 - 1.2.8** “Customer”: the person, company, or organisation purchasing or receiving the Services under this Agreement
 - 1.2.9** “Delivery Point”: the place where delivery of the Goods is to take place.
 - 1.2.10** “Goods”: Any items purchased from The Company
 - 1.2.11** “Hardware”: the physical printer equipment (excluding consumables such as toner, ink, paper, and staples) supplied, installed, or maintained by The Company under this Agreement.
 - 1.2.12** “Incident”: any fault, change or query regarding the Hardware logged by The Customer
 - 1.2.13** “Maintenance”: the repair, servicing, and replacement of parts necessary to keep the Hardware in proper working order, excluding the supply of Consumables.
 - 1.2.14** “Monochrome Prints”: means only black toner/ink used on the printed page and is measured by the relevant meter.
 - 1.2.15** “Prints”: means each single sided A4 page measured by the meter. Usage larger than A4 is measured as two prints.
 - 1.2.16** “Purchase Terms” Refers to buying or leasing goods described overleaf.
 - 1.2.17** “Services”: means the maintenance, repair and other services to be provided by COS Sales pursuant to these Conditions.
 - 1.2.18** “Standard Terms”: the general terms and conditions set out in this Agreement that apply to all Services, Hardware, and Maintenance provided by The Company
 - 1.2.19** “Total Monthly Invoice Amount” means that part of the invoice amount referable to the individual machine in respect of which a service level has been missed by COS Sales and which constitutes the amount of the relevant service credit.
- 1.3** These Conditions apply only to Customers who are business customers and not consumers. A Customer is a business customer if the Customer purchases Goods from COS Sales, or leases Goods through an COS Sales Introduction, for the purposes of the Customer’s business, trade or profession, rather than for private use. All other Customers are consumers.

2. PURCHASE TERMS

- 2.1** This purchase agreement shall commence from the date of signature from an authorised party within your Company (the “Commencement Date”).
- 2.2** These Standard Terms and the relevant Order apply to and form part of the Agreement between us. They take precedence over any terms and conditions of supply previously supplied by us. You acknowledge and agree that you have read, understood and agree to each of the sections and documents listed above that form this Agreement. We recommend that you retain a copy of all the documents that make up this Agreement.
- 2.3** Subject to any variation under Condition 2.4 this agreement for the purchase of Hardware shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document whatsoever).
- 2.4** No terms or conditions endorsed on, delivered with or contained in the Customer’s purchase order, confirmation of order, specification or other document shall form part of this agreement simply as a result of such document being referred to in this agreement.
- 2.5** These Conditions apply to all COS Sales’s sales of machines and any variation to these Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by an authorised signatory of COS Sales. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of COS Sales which is not set out in this agreement.
- 2.6** Each order or acceptance of a quotation for Goods by the Customer from the Company shall be deemed to be an offer by the Customer to buy Goods subject to these Conditions.

- 2.7** The Customer shall ensure that the terms of its order and any applicable specification are complete and accurate.
- 2.8** The price quoted on the overleaf for the goods is given on the basis that no Contract shall come into existence until the Commencement date. The price quoted is valid from its date for 7 days, provided in either case that the Company has not made an error, withdrawn or renewed it.
- 2.9** Once your order has been accepted by us under clause 2.1 it cannot be cancelled by you without our written consent beforehand (which may be given by us, at our discretion, subject to certain conditions such as the payment of cancellation charges to us).

3. DELIVERY AND RETURN OF GOODS

- 3.1** Delivery of the Goods shall take place at the Customer’s place of business, the “Delivery Point”. Delivery charges, including any costs in relation to transport, insurance and unloading, shall be charged at a cost of £150. The Company shall deliver, install, and commission the equipment into service provided that connection and network requirements are suitable.
- 3.1.1** The Customer will pay any additional cost, at the applicable Company standard hourly rate, of costs incurred by absence of key members of the Customers staff, of electrical outlets or connection requirements. This includes subsequent remote or onsite work carried out due to the above absences,
 - 3.1.2** Prior to installation the Company will provide the Customer with an IT form. If this is not completed and returned prior to delivery the Customer will pay any additional cost incurred at the applicable Company standard hourly rate.
- 3.2** Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be of the essence. If no dates are so specified, delivery shall be within a reasonable time.
- 3.3** Subject to the other provisions of these Conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company’s negligence), nor shall any delay entitle the Customer to terminate or rescind this agreement.
- 3.4** If for any reason the Customer fails to accept delivery of any of the Goods, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:
- a) Redelivery will have to be reorganised and may be subject to a delay.
 - b) risk in the Goods shall pass to the Customer (including for loss or damage caused by the Company’s negligence);
 - c) the Goods shall be deemed to have been delivered; and
 - d) the Company may store the Goods until delivery, and the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 3.5** The Customer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and labour for loading the Goods.
- 3.6** The Customer shall be solely responsible for ensuring the suitability of any Goods for any specific purpose and for ascertaining they are compatible with any software, network or items to which they are to be linked.
- 3.7** If delivery involves difficult access to or at the Delivery Point and/or the Delivery Point is located at an unreasonable distance from any feasible vehicular access, the Company reserves the right to levy an extra delivery charge.
- 3.8** If a customer cancels this agreement prior to delivery, they must pay the full price for the device(s) stated in the agreement.
- 3.9** The Company may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of this agreement.
- 3.10** Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment
- 3.11** The Company shall not be liable for any non-delivery of Goods (even if caused by the Company’s negligence) unless the Customer gives written notice to the Company of the non-delivery within 3 days of the date when the Goods would in the ordinary course of events have been received.
- 3.12** COS Sales cannot accept returns of Goods.

4. RISK/TITLE

- 4.1** The Goods are at the risk of the Customer from the time of delivery.
- 4.2** Title in and ownership of:
- 4.2.1** the Purchased Equipment (except for the Intellectual Property Rights) will pass to you when you have paid for the Purchased Equipment in full;
 - 4.2.2** the Leased Equipment (including any replacement parts) will remain with us at all times;
 - 4.2.3** any replacement parts supplied by us to you as part of the Maintenance Services in respect of Purchased Equipment will pass to you when we have installed the replacement parts and the Incident has been cleared
 - 4.2.4** the Consumables (except for the Intellectual Property Rights) will pass to you when you have paid for the Consumables in full.
- 4.3** Until ownership of the Goods has passed to the Customer, the Customer shall:
- a) hold the Goods on a fiduciary basis as the Company’s bailee;

- b) store the Goods (at no cost to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property;
- c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- d) maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company.
- e) Where title passes to the Company for a device, rental will be payable by the Customer to the Company. The minimum rental amount will be the same, or more, than the previous lease payments until the Customer ends this agreement. These payments may be increased on an annual basis.

5. PAYMENT

- 5.1** Payment of the price for the Goods, or commencement of payment in the case of a lease, shall be due in pounds sterling on delivery.
- 5.2** No payment shall be deemed to have been received until the Company has received cleared funds. In the event that the Customer tender's payment by cheque and said cheque is returned unpaid to the Company, the Customer shall reimburse the Company for any bank charges incurred by the Company.
- 5.3** All payments payable to the Company under this agreement shall become due immediately on its termination despite any other provision. If the Customer fails to pay the Company any sum due pursuant to this agreement, the Customer shall be liable to pay interest to the Company 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, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998. The Customer shall reimburse the Company for any and all costs incurred by the Company in recovering payment pursuant to this Condition 8.

6. WARRANTY

- 6.1** The Company is not the manufacturer of the Goods, however the Company shall endeavour to transfer to the Customer the benefit of any warranty or guarantee given to the Company. Any manufacturer warranty may be voided if;
- 6.1.1** the Purchased Equipment has not been properly kept, used and maintained in accordance with the manufacturer's or our instructions, if any;
 - 6.1.2** the Purchased Equipment has been modified without our written consent; 7.1.3 the Incident is due to accidental or wilful damage, interference with or maintenance of Purchased Equipment by persons other than us, or a third party authorised by us;
 - 6.1.3** the Incident is due to fair wear and tear.
- 6.2** If requested by us, you will return the Purchased Equipment affected by an Incident to us or to the manufacturer or other third party, in accordance with our instructions, for repair or replacement as set out in clause 7.1.
- 6.3** We do not make any representations, whether express or implied, about whether the Purchased Equipment will operate in combination with any other equipment or software.

7. LIMITATION OF LIABILITY

- 7.1** The following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- a) any breach of these Conditions in respect of the sale of Goods;
 - b) any use made or resale by the Customer of any of the Goods, or of any product incorporating any of the Goods; and
 - c) any representation, statement or tortious act or omission, including negligence, arising under or in connection with this agreement.
- 7.2** All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from this agreement.
- 7.3** Nothing in these Conditions excludes or limits the liability of the Company:
- a) for death or personal injury caused by the Company's negligence; or
 - b) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
 - c) for fraud or fraudulent misrepresentation.
- 7.4** Subject to Condition 7.2 and Condition 7.3:
- a) the Company'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 this agreement shall be limited to this agreement price; and
 - b) the Company shall not be liable to the Customer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this agreement.
- 7.5** The Company cannot be held responsible for the maintenance of print, scanning, email, training and reconfiguration of the Hardware after installation should the Customer have not entered into a maintenance/ service agreement.

8. MAINTENANCE AND SERVICING TERMS

- 8.1** The Maintenance Services will cover the following:
- 8.1.1** Incidents resulting from normal wear and tear
 - 8.1.2** Where we agree to supply the same, Incidents or work resulting from other causes or circumstances, but we will charge you an additional Charge for such other work required due to those causes or circumstances. These may include, but is not limited to: misuse or neglect; (b) incorrect environmental conditions including incorrect temperature and humidity levels; (c) faulty manufacture or equipment design; (d) mains electrical surges or failures; (e) lightning damage; (f) electromagnetic interference; (g) any other accidental or deliberate damage; (h) maintenance, alternation, modification or adjustment of the maintained equipment other than by us; (i) connection of other equipment to the Maintained Equipment other than by us; (j) AGL being denied access to the Maintained Equipment; (k) moving the Maintained Equipment from the Installation Site; (l) use of the Maintained Equipment contrary to the Agreement or the manufacturer's instructions.
- 8.2** Notification of and dealing with Incidents.
- Where you become aware of an Incident during the Maintenance Services Term:
- 8.2.1** you will report it to us promptly by telephoning the number set out in the Order or such other number as we may notify to you, providing all information we reasonably require in connection with the Incident including the Installation Site location, Serial Number(s) and your billing account number
 - 8.2.2** we will respond to the Incident report by; providing advice by telephone, including where appropriate, advice as to tests and checks to be carried out by you. Then where possible, carrying out diagnostic checks from our premises; and where we consider it necessary, and as soon as reasonably practicable, visiting the Installation Site.
- 8.3** To reduce the cost of service to the Customer and increase efficiency, COS Sales will always try to resolve Incidents remotely first or via customer user guides. If the Customer logs an Incident but is unavailable or not willing for COS Sales to remotely logon to their network remotely or use the guides provided, then a callout charge will be raised at the applicable standard hourly rate for onsite engineer work.

9. TERM AND TERMINATION

- 9.1** COS Sales shall be entitled to terminate this Agreement by notice in writing to the Customer immediately in the event of COS Sales not obtaining satisfactory credit clearance in respect of the Customer.
- 9.2** from the Commencement Date this agreement shall have a minimum term of 60 months, in the event that the Customer wishes to terminate the Agreement at the end of the Initial Minimum Term, the Customer shall give at least six months' prior written notice to COS Sales to expire at the end of the Minimum Term.
- 9.3** If the agreement is not cancelled by the Customer in accordance with Condition 9.2 it shall rollover for a term of one year and shall continue to rollover for the same period at each successive term. This shall be terminable by the Customer on giving not less than six months written notice to expire at the end of the then current rollover period.
- 9.4** All payments payable to the Company under this agreement shall become due immediately on its termination despite any other provision.

10. WHAT COS SALES MUST DO

- 10.1** If the Customer meets all of its obligations under this agreement COS Sales will:
- 10.1.1** provide all parts, labour and consumables (not including staples) for both routine and breakdown maintenance for the Hardware;
 - 10.1.2** use a next day courier to deliver consumables to the Customer (provided always that time of delivery is not of the essence and COS Sales will not be held liable for any delays incurred by the courier or supplier). Proof of Delivery (P.O.D) by the courier is taken as proof of delivery.
 - 10.1.3** should the Customer wish to use their own collection or delivery service this shall be at the cost of the Customer and COS Sales shall have no further liability for the delivery of the consumables;
 - 10.1.4** provide the Services in COS Sales business hours which are from 9.00am to 5.00pm Monday to Friday, excluding Bank Holidays.
 - 10.1.5** provide the Services with reasonable skill and care;
 - 10.1.6** respond and use reasonable endeavours to remedy an Incident as soon as reasonably practicable during our Business Hours.

11. WHAT THE CUSTOMER MUST DO

- 11.1.1** In order for COS Sales to provide the Services, the Customer must from the Commencement Date:
- 11.1.2** ensure that the terms of the overleaf are complete and accurate,
- 11.1.3** co-operate with COS Sales in all matters relating to the provision of the Services,
- 11.1.4** pay a setup administration charge of £100 plus VAT
- 11.1.5** pay an annual service charge of £60 plus VAT
- 11.1.6** pay for Colour Prints and Monochrome Prints at the prevailing price from the date of invoice.

- 11.1.7 give COS Sales access to the Equipment and Maintained Equipment (as applicable) and hereby grant (or shall procure the grant) of a licence to us to enter any relevant premises for such purposes
- 11.1.8 pay our Network Support Charge (featured at point 12.4)
- 11.1.9 nominate a key operator and notify COS Sales when a replacement is appointed,
- 11.1.10 keep safe and maintain any materials or equipment kept on the Customer's site,
- 11.1.11 use the equipment according to the manufacturer's limitations and specifications,
- 11.1.12 not make any alterations or attachments to the Equipment or the Maintained Equipment (as applicable) without our prior written consent. If we give any such consent in respect of any Leased Equipment, any alterations or attachments will become part of the Leased Equipment
- 11.1.13 not allow anyone other than us to maintain, alter, modify or adjust the Equipment and Maintained Equipment (as applicable), without our prior written consent;
- 11.1.14 not use parts, labour, consumables or toner/ink which are not supplied by COS Sales
- 11.1.15 provide COS Sales meter readings within 3 days of request. If readings are not provided within 3 days of request COS Sales will use estimated readings. Estimated reading will be based on previous reading plus 10%, estimation will attract an administration fee of £9.99 per device, per month,
- 11.1.16 give at least one month notice to COS Sales of any material or substantial change to the Customer's business,
- 11.1.17 Use COS Sales to carry out device moves, at the prevailing rate, or sign a waiver prior to the move, and pay any costs that are related to the move. We reserve the right to increase the Copy/Print Charges and our other Charges as a condition of granting such consent. If you wish to move the Leased Equipment or the Maintained Equipment (as applicable) outside our service area we may, on giving you written notice, terminate the Agreement and you will be liable to pay us the Discounted Termination Charges as if you had terminated the Agreement under clause 19.2.
- 11.1.18 ensure notice is given to any incumbent suppliers.
- 11.1.19 purchase from the Company any additional consumables, at the current rate, that are not provided as part of this agreement,
- 11.1.20 Return or purchase, at the current rate, all unused consumables at agreement end.

12. INSTALLATION SERVICE AND NETWORK SERVICES

- 12.1 We will install the Equipment at the Installation Site, Delivery & Installation charge is £150 per Equipment unless otherwise stated in which case we will:
 - 12.1.1 test the Equipment (as applicable) so it is ready for use;
 - 12.1.2 on the date we have completed those tests, confirm to you the Equipment is available for you to use,
- 12.2 where we agree to provide the Network Services, covered within our Network Support Charge, we will use reasonable endeavours to:
 - 12.2.1 remedy network drop off issues;
 - 12.2.2 facilitate the change of your router/internet service provider;
 - 12.2.3 remedy scan to file and/or email issues;
 - 12.2.4 facilitate the setup of additional AGL or Macs to print or scan; and
 - 12.2.5 facilitate the addition or removal of users to the address books,
- 12.3 You will submit Network Services support requests to us by telephone.
- 12.4 Our Charges for the Network Services are £30 per month per item of Maintained Equipment (the Network Support Charge). That Network Support Charge is calculated on the basis that the total amount of time we spend in performing Network Services in any month will not exceed 1 hour per item of Maintained Equipment (so, for example, if you have three items of Maintained Equipment, your monthly allowance shall be 3 hours). We will debit all Network Services (in ¼ hour increments with a ¼ minimum per support request) against your monthly allowance. Your allowance applies each month. Any unused allowance from previous months shall not be rolled forward. We will raise additional Charges at our then standard rates in respect of any additional Network Services provided that exceed your monthly allowance in any month.
- 12.5 The majority of Hardware devices contain or use a diagnostic facility, "KFS / Print Audit / Printanista or Other" which will provide COS Sales with automated Hardware information including print volumes, consumables, consumption and faults. This facility is vital in maintaining the Hardware and reducing the administration cost for the Customer and COS Sales. If the Customer chooses not to use this facility, or their network does not support this facility, an additional charge of £10.00 per machine, per month will apply.
- 12.6 On initial install, devices are set up on the COS Sales email server. This is free for the month of install. Thereafter the charge will be £9.99 per month, per device. The Customer is responsible for notifying COS Sales when the service is no longer needed COS Sales will end the service with 7 working days of notification.

13. SERVICE CHARGES AND PAYMENT

- 13.1 Our Charges shall be as set out in the Order or, if they are not set out in the Order, they will be calculated in accordance with our standard charges in force from time to time or as otherwise referred to in these Standard Terms.

- 13.2 The amounts payable by you under the Agreement are exclusive of VAT. Where it applies, you will pay us VAT (at the prevailing rate when the payment is due to be made by you) on the sums payable under the Agreement. To avoid doubt, we may vary the Charges at any time to take account of any change in VAT and all other taxes.
- 13.3 Subject to clause 13.4, we may increase the Charges at any time following the first 12 months following the Commencement provided that:
 - 13.3.1 the number of Charges increased in any contract year (i.e. a 12-month period from the Effective Date) does not exceed two; and
 - 13.3.2 the increase does not exceed 15% of the Charges in effect immediately prior to the increase.
- 13.4 Where any Charges are specified as being calculated in accordance with our 'standard rates', 'rates in force from time to time' or similar reference, we may increase and change those Charges in our discretion at any time.
- 13.5 COS Sales will invoice the Customer for Colour and Monochrome prints used in a monthly period.
- 13.6 Colour, cost per copies are calculated on an average coverage of 5% colour and A4 sizing. Any size about A4 will be charged as multiple A4 prints, as applicable. COS Sales reserves the right to increase the copy charge or charge for excessive toner usage to cover an excess over and above the 5%. Mono only devices inclusive prints are calculated in line with the monthly rate.
- 13.7 This agreement has a monthly minimum charge for Monochrome prints only of £35. If total mono prints charged at your set out cost per copy is below £35, the minimum will be in effect, The price is thirty five pounds per month, per device.
- 13.8 The price per Colour and Monochrome Print will be increased periodically following the Commencement Date in line with term 13.3.
- 13.9 We reserve the right to charge you additional Charges at our then standard rates if you use more toner in the Maintained Equipment than the manufacturer's documents would anticipate being used for the relevant number of copies produced.
- 13.10 The Customer shall pay additional charges for Services that fall outside the scope of the Maintenance Service which will include but are not limited to;
 - 13.10.1 The Maintenance Service is undertaken outside of working hours.
 - 13.10.2 Where COS Sales deems hardware has been damaged, misused or neglected.
 - 13.10.3 The Customer logs an Incident, COS Sales attends the Incident, within COS Sales working hours, the Customer is not available (without prior warning) therefore a subsequent call out is necessary.
 - 13.10.4 The customer moves a device and set-up is needed.
- 13.11 Unless otherwise agreed with you in writing, we will normally invoice you for:
 - 13.11.1 In the case of an outright purchase, the Purchase Charges for the Purchased Equipment, on delivery;
 - 13.11.2 In the case of an internal rental, the Rental Charges for the Leased Equipment, monthly in advance;
 - 13.11.3 the Network Support Charge for the Network Services, monthly in advance;
 - 13.11.4 the Charges for any additional Consumables which shall be calculated at our then standard rates, on delivery of the Consumables;
 - 13.11.5 the Copy/Print Charges for the Maintenance Services, monthly in arrears;
 - 13.11.6 the Network Support Charge, monthly in arrears;
 - 13.11.7 the Charges for Maintenance Services where the Incident does not result from normal wear and tear (Additional Maintenance Charges) which shall be charged at then standard rates, monthly in arrears;
 - 13.11.8 an annual service Charge of £60 plus VAT, yearly in arrears;
 - 13.11.9 a setup administration Charge of £100 plus VAT;
 - 13.11.10 any other Charges charged at our then standard rates or otherwise referred to in these Standard Terms (excluding those sums specified as payable on termination of the Agreement), monthly in arrears.
- 13.12 Unless otherwise agreed with you, you will pay each of our invoices:
 - 13.12.1 within 28 Days of the date of invoice.
 - 13.12.2 By direct debit. If any direct debit is cancelled or declined, we may charge you an administration Charge of £25 plus VAT per cancelled or declined transaction
- 13.13 Where payment is not received within the time stated on the invoice, without limiting our other rights, we may:
 - 13.13.1 charge you an administration Charge of £45 plus VAT per invoice wholly or partially unpaid;
 - 13.13.2 charge you interest on the unpaid amount at 4 per cent a year above HSBC PLC's base rate from time to time in force. That interest will compound on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment;
 - 13.13.3 restrict or suspend any and all Services under your agreement
- 13.14 You will pay us any reasonable costs that we incur when recovering any amount you owe us.
- 13.15 We may on giving you written notice reduce the number of days you have to pay each invoice where;
 - 13.15.1 you issue a profit warning; or
 - 13.15.2 any credit agency reduces your credit rating; and
 - 13.15.3 we reasonably consider that this will affect your ability to pay our invoices.

- 13.16** As part of our credit management procedures, we may at any time:
- 13.16.1** require you to pay a deposit, pay the Charges in advance, or provide a guarantee as security for payment of future invoices by the means requested by us; and
 - 13.16.2** carry out a credit check on you. You will provide us or our agents with any information we or they may reasonably require for this.
- 13.17** Where applicable, you are liable for any Withholding Taxes on payments to us, so that the net amount we receive is not less than the amount invoiced to you.
- 13.18** If you do not agree with something in an invoice we send you:
- 13.18.1** before you have made payment, you will give us written notice within 7 days after the date of the invoice; and
 - 13.18.2** after you have made payment, you will give us written notice of that dispute within two months after the date of the invoice.
- 13.19** We will both settle an invoice dispute in accordance with our Dispute Resolution clause and you will pay the amount we both finally agree on within five days of both of us agreeing it. You will always pay the undisputed amount of an invoice on the due date for payment.

14. WHAT YOU HAVE TO DO GENERALLY

- 14.1** You will:
- 14.1.1** provide us with the names and contact details of the Customer Contact, but we may also accept instructions from a person who we reasonably believe is acting within your authority;
 - 14.1.2** provide us with any information, documents, materials, data or other items reasonably required by us, without undue delay, and you will make sure the same is accurate, up-to-date and complete;
 - 14.1.3** cooperate with us and comply with any reasonable requests we make to help us provide any Equipment, Consumables and/or Services, including in diagnosing Incidents;
 - 14.1.4** complete any preparation activities that we may request to enable you to receive any Equipment, Consumables or Service and in accordance with any reasonably agreed timescales;
 - 14.1.5** prepare and maintain the Installation Site for the installation of the Equipment (as applicable) in accordance with our reasonable instructions and applicable installation standards;
 - 14.1.6** prepare and maintain a safe operational environment for the Equipment and Maintained Equipment;
 - 14.1.7** comply with any of your additional or special responsibilities and obligations specified in each Order, or otherwise agreed between us from time to time;
 - 14.1.8** obtain and maintain all the consents, licences, permissions and authorisations we both need and keep them up to date so we can provide the Equipment and Services at the Installation Sites;
 - 14.1.9** provide us and our employees, agents, consultants and subcontractors with access to any Installation Site(s) to enable us to set up, deliver and install the Equipment and otherwise to provide the Services;
 - 14.1.10** provide us and our employees, agents, consultants and subcontractors with access to any Installation Site(s) or any other premises to repossess the Leased Equipment and Purchased Equipment and Consumables (where title in those Purchased Equipment and/or Consumables have not passed to you) on termination of the Agreement;
 - 14.1.11** comply with Applicable Law, and make sure that your Representatives do as well; and
 - 14.1.12** obtain and maintain all necessary licences, permits and consents required to enable us to perform the Services.

15. WHEN WE ARE NOT TO BLAME

- 15.1** We will not be liable if we fail to do something under the Agreement to the extent our failure is due to or contributed to by:
- 15.1.1** your failure to carry out any of your (or their) responsibilities, or you (or they) carrying them out late, in which case you will pay us for any reasonable costs we incur as a result of your (or their) failure;
 - 15.1.2** anyone other than us, our Affiliates or suppliers doing something, or not doing something, they need to do;
 - 15.1.3** a Force Majeure Event; or
 - 15.1.4** restriction or prevention by Applicable Law, a court order, an application for interlocutory relief or injunction.

16. CANCELLATION

- 16.1** The Customer may cancel this agreement at any time during the Minimum Term by giving COS Sales six months' notice in writing. If the Customer cancels the agreement, they shall pay COS Sales the amounts referred to in condition 18 below.
- 16.2** If the Customer cancels the agreement prior to delivery, they shall pay COS Sales the amounts referred to in condition 18 below.

17. DEFAULT

- 17.1** COS Sales may terminate this agreement immediately on giving notice in writing or by email to the Customer at any time if the Customer:
- 17.1.1** does not observe any of the Customer's other obligations and/or fail to remedy any breach within a reasonable time after COS Sales have brought the relevant issue to the Customer's attention;

- 17.1.2** receive maintenance or toners from providers other than COS Sales.
- 17.1.3** ceases to use the machine or if COS Sales deems they have reduced monthly usage below 75% of their average over a previous twelve-month period chosen by COS Sales or made it inoperable;
- 17.1.4** moves the Hardware without obtaining the written consent of COS Sales;
- 17.1.5** the Hardware is damaged beyond reasonable repair;
- 17.1.6** the Hardware has reached such an age wherein maintenance is no longer financially feasible
- 17.1.7** makes changes to the computer or software systems leaving the Hardware inoperable.
- 17.1.8** suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits its inability to pay its debts or is deemed unable to pay its debts with meaning of section 123 of the Insolvency Act 1986;
- 17.1.9** has received the issue of an application for an administration order or a notice of intention to appoint an administrator in relation to the Customer;
- 17.1.10** has been subject to a passing of a resolution or order for the Customer's winding-up, dissolution, administration or re-organisation;
- 17.1.11** has been subject to a declaration of a moratorium in relation to any of the Customer's indebtedness;
- 17.1.12** has made, or is making any arrangement or any proposal for any arrangement with any of the Customer's creditors;
- 17.1.13** has had an appointment of a liquidator, receiver, administrator, supervisor or other similar officer in respect of any of the Customer's assets or if COS Sales believes in good faith these events may occur.

18. PAYMENT ON CANCELLATIONS OR DEFAULTS

- 18.1** If the Customer serves notice pursuant to condition 16 to terminate the agreement before the end of the Initial Minimum Term (including prior to delivery), or prior to end of any subsequent rollover period, or if COS Sales terminate this agreement for a reason specified in condition 17 the Customer shall pay COS Sales;
- 18.1.1** Any payments for the Colour and Monochrome prints at the prevailing price up to and including the date of termination;
 - 18.1.2** All sums owed to COS Sales up to the date of cancellation of this agreement;
 - 18.1.3** A sum equivalent to the average charges over your remaining contract based on the Customer's previous twelve-month's invoices and irrespective of any agreed minimum charges and historic usage. This charge will be a minimum of £849.00 per machine;
 - 18.1.4** Where the Company owns title of a device, monthly rental payments will be payable in full by the Customer to the end date of this agreement.
 - 18.1.5** A collection fee for each machine at the company's current Engineer hourly rate, with a minimum of £249, for travel and labour and:
 - 18.1.6** A £249.00 administration fee for each machine; and
 - 18.1.7** A £249.00 data protection fee for each machine. All devices are checked on return to ensure complete and secure destruction of all data held on a device;
 - 18.1.8** The Customer remains responsible for the condition of each machine, and liable for any costs of parts or labour for repair up until COS Sales take possession of the device. Prior to taking possession COS Sales will carry out a full inspection that will be charged at the prevailing COS Sales engineer rates.
 - 18.1.9** The Company will notify the Customer with a collection date of device(s) from the Customers premises before or upon receiving payment in full. The device must be made available or returned on that date. If the device(s) are not available on that date. An administrative fee, at the ongoing rate, will be chargeable for all phone calls, letters and emails made by the Company to arrange return outside of the notified date.
- 18.2** The Customer recognises and accepts by signing this agreement, the amount calculated in accordance with condition 16.1, and detailed in condition 18, represents a fair measure of the losses and damages incurred to COS Sales.
- 18.3** On termination of this agreement for any reason the Customer shall make available any materials and equipment which has not been fully paid for, or they do not own title for. If the Customer fails to do so COS Sales may enter the Customers premises to take possession of them. Until they have been collected, the Customers shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Agreement. COS Sales reserves the right to charge for any lost or damaged items.

19. DISPUTE RESOLUTION

- 19.1** We will both do what we reasonably can to settle any dispute or claim that occurs under or in relation to this Agreement, and to avoid having to involve the courts or any other authority.
- 19.2** We will both use the following dispute resolution process:
- 19.2.1** whichever of us is affected will provide written notice of the complaint that clearly sets out the full facts and includes relevant supporting documents;
 - 19.2.2** we will both use reasonable endeavours to settle the dispute within 14 days of getting the complaint and will make sure to give regular updates to the other during the 14 days; and

19.2.3 if the dispute is not settled after 14 days (or any other period agreed by both of us in writing), the dispute can be escalated to a senior executive of either of us (someone at director level or above).

19.3 Nothing in this clauses 19.1 or 19.2 stops either of us:

19.3.1 seeking interlocutory or other immediate relief if one of us is at risk of imminent harm;

19.3.2 going to a court of competent jurisdiction if either of us considers it reasonable; or

19.3.3 doing anything else this Agreement lets us do.

20. LIABILITY

20.1 Nothing in the Agreement shall be construed to limit or exclude either party's liability for:

20.1.1 death or personal injury caused by its negligence or that of its staff;

20.1.2 fraud or fraudulent misrepresentation by it or that of its staff;

20.1.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or any other matter which, by law, may not be excluded or limited.

20.2 COS Sales's sole liability to the Customer in respect of the Hardware and the software is to pass on the benefit of any guarantee or warranty given to COS Sales in respect of the Hardware or software to the extent that this is possible.

20.3 Once delivered the Customer is responsible for installation of the toner/ink. If the toner/ink is not installed the customer will be liable for the cost of its replacement.

20.4 The Customer shall be responsible for ensuring that all appropriate virus checks are carried out on or before the loading of the software onto the Customer's system.

20.5 COS Sales shall not be liable to the other party for:

1. loss of profits;
2. loss of business;
3. loss of revenue;
4. loss of or damage to goodwill;
5. loss of savings (whether anticipated or otherwise); and/or
6. any indirect, special or consequential loss or damage.

20.6 The Customer acknowledges that any Hardware or software included, supplied by COS Sales is not manufactured by COS Sales.

20.7 COS Sales accepts no responsibility for the damage or loss of data whilst work is carried out during any repair or maintenance process. COS Sales shall not be responsible for any loss of operational time due to lack of current backups of data.

20.8 COS Sales will not be liable for any manufacturing defects or faults to the Hardware it is servicing unless such faults are caused by their negligence.

21. OTHER GENERAL TERMS

21.1 Any notices to COS Sales must be delivered to the Company address shown in this agreement and marked for the attention of the Operations Director. Any such notice must be given by either party in writing.

21.2 By giving you written notice, COS Sales can novate the Agreement, our obligations or an Order to another person, company or organisation. If we do, all our rights, responsibilities and liabilities will transfer to that other entity, and COS Sales will no longer be a party to the Agreement in relation to the aspects novated.

21.3 COS Sales Ltd maintain the right to amend these Terms at any time by giving The Customer 14 days written notice. Continued use of the Services after the effective date of the amendment constitutes acceptance of the amended Terms. Minor or administrative changes (such as corrections, clarifications, or updates that do not materially affect the Services) may take effect immediately upon notice."

21.4 Where you place an Order acting for purposes which are related to your trade, business or profession, it will be deemed a business-to-business transaction to which the Consumer Protection (Distance Selling) Regulations 2000 as amended by the Consumer Protection (Distance Selling) (Amendment) Regulations 2005 do not apply.

21.5 The Standard Terms, the Order and any other documents referenced in any of this document set out the terms agreed between both of us and replace any previous communication between us. Your own terms are not part of the Agreement even if you provided them to us before signing the Order. By agreeing to the Agreement, each of us acknowledges they have not relied on any representation, warranty, collateral contract or other assurance (made negligently or innocently) except for the ones in the Agreement.

21.6 Except where the Agreement provides otherwise, the Agreement does not create any partnership, exclusive arrangement or joint venture between us, or authorise either of us to enter any commitments for, or on the behalf of, the other.

21.7 If either of us does not do, or delays doing, something that the Agreement allows, they will not have waived their right to do it.

21.8 We may:

21.8.1 assign the benefit of the Agreement to another entity or person; and

21.8.2 subcontract our responsibilities under the Agreement to another person or entity, but if we do, we will still be responsible to you.

21.9 If any court of competent jurisdiction finds that any part of the Agreement is illegal, invalid or unenforceable, that part will be considered removed, but no other part of the Agreement will be affected. If any illegal, invalid or unenforceable part of the Agreement would be legal, valid or enforceable if part of it were removed, we both will negotiate in good faith to change the Agreement so it reflects what we both originally intended as much as possible.

22. GDPR

22.1 At COS Sales we keep the following Data on our customers

22.1.1 Company Name and Address

22.1.2 Contact Names. Telephone and Email

22.1.3 Details of goods and services provided

22.1.4 Payment details

22.2 We use this data to:

22.2.1 Fulfil our Contractual obligations, take payment and contact you concerning any further goods or service we offer.

22.3 Keeping your information secure:

22.3.1 Your information is kept secure in line within current legislation, we do not share this information with any other organisation unless it is necessary to provide the goods or services covered by this agreement.