
boxxe Terms and Conditions of Sale

<p>IMPORTANT: Please read these Terms and Conditions of Sale carefully before purchasing Products or Services from boxxe.</p>
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You are bound by the version of the Terms and Conditions of Sale in effect on the date you complete your Order. However, we may change these Terms and Conditions of Sale from time to time at our discretion, and when we do, we will post them on the Site. It is your responsibility to review the Terms and Conditions of Sale each time you make a purchase from boxxe.

1. INTERPRETATION

1.1. Definitions. In these Terms and Conditions of Sale, the following definitions apply:

"boxxe" means boxxe Limited (company number 02109168) whose registered office is at Artemis House Eboracum Way, Heworth Green, York, England, YO31 7RE or any subsidiary or associated company that enters into the Contract with the Customer;

"boxxe Materials" has the meaning set out in clause 6.1.8.

"boxxe Software" means software owned by boxxe for use in object code and, where specified by boxxe in writing, source code form and any updates, upgrades, versions or releases of the same existing now or in the future and all related specifications, documentation and other materials supplied with the software;

"Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

"Contract" means the contract between boxxe and the Customer for the sale and purchase of the Products and/or Services in accordance with these Terms and Conditions of Sales, any Order, any quotation and, where applicable, the Managed Services Terms, Special Terms or any other applicable terms;

"Customer" means the person, firm or company who purchases the Products and/or Services from boxxe;

"Deliverables" means the deliverables set out in any SOW;

"Force Majeure" means an event or sequence of events beyond any party's reasonable control preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster; pandemic or epidemic, war, riot or civil unrest; interruption or failure of supplies of power, fuel, water or telecommunications service, strike, lockout or boycott or other industrial action. Inability to pay shall not be a Force Majeure event;

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of,

confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Managed Services" mean the managed services offered by boxxe as set out in an Order or SOW;

"Managed Services Terms" mean the additional terms relating to Managed Service Terms [here](#);

"Microsoft Cloud Services" mean a range of subscription-based plans for either standalone services or as a bundled suite of services as set out in your Order. For the purposes of the Contract, Microsoft Cloud Services are Products and Third Party Software;

"Order" means the Customer's order for the Products and/or Services, as set out in the Customer's purchase order form, the Customer's written acceptance of boxxe's quotation, or in a Statement of Work (SOW), as the case may be;

"Products" means the products (including any Software) (or any part of them) set out in the Order;

"Professional Services" means any professional services to be performed by boxxe or on boxxe's behalf for the Customer;

"Services" means the services, including Professional Services and/or Managed Services and including any Deliverables, supplied by boxxe to the Customer as set out in a SOW;

"Site" means the boxxe website, namely www.boxxe.com;

"Storage Terms" mean the boxxe Storage Terms and Conditions available [here](#);

"Special Terms" means the additional terms relating to any Products purchased;

"Software" means boxxe Software and/or Third Party Software (as the case may be);

"SOW" means a statement of work entered into by boxxe and a customer to outline the Order of Products and/or Services;

"Specification" means any specification for the Products and/or Services, including any related plans and drawings, that is agreed in writing by the Customer and boxxe;

"Terms and Conditions of Sale" means the terms and conditions of sale set out in this document and

"Third Party Software" means all software owned by or licensed to the Customer from a third party (whether or not supplied by boxxe and which comprises part of the Products).

1.2. In these unless the context otherwise requires:

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- 1.2.1. any clause headings in these Terms and Conditions of Sale are included for convenience only and shall have no effect on the interpretation of these Terms and Conditions of Sale;
 - 1.2.2. a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
 - 1.2.3. words in the singular include the plural and vice versa;
 - 1.2.4. reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (including email); and
 - 1.2.5. reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time.
- 1.3. In the event of any conflict between any documents that make up a Contract, the order of precedence shall be as follows:
- 1.3.1. the Special Terms;
 - 1.3.2. any SOW;
 - 1.3.3. the Managed Services Terms;
 - 1.3.4. the Terms and Conditions.

2. BASIS OF CONTRACT

- 2.1. These Terms and Conditions of Sale and, where applicable, the Special Terms and/or Managed Services Terms, shall apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, including any which are implied by trade, custom, practice or course of dealing.
- 2.2. The Order constitutes an offer by the Customer to purchase the Products and/or Services in accordance with these Terms and Conditions of Sale and, where applicable, the Special Terms and/or the Managed Services Terms. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.
- 2.3. The Order shall only be deemed to be accepted when boxxe issues a written acceptance of the Order or otherwise commences the supply of the Products and/or Services to the Customer, at which point the Contract shall come into existence.
- 2.4. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of boxxe which is not set out in the Contract.
- 2.5. Any samples, drawings, descriptive matter, or advertising produced by boxxe and any descriptions contained in boxxe's catalogues or brochures are produced for the sole purpose

of giving an approximate idea of the Products and/or Services described in them. They shall not form part of the Contract or have any contractual force.

- 2.6. A quotation given by boxxe shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue, or as otherwise expressly stated in the quotation.
- 2.7. Where the Customer's Order includes Microsoft Cloud Services, the Special Terms shall form part of the Contract.
- 2.8. Where the Customer's Order includes Managed Services, the Managed Services Terms shall form part of the Contract.

3. SUPPLIER REPRESENTATIONS

- 3.1. boxxe shall supply the Products and Services:
 - 3.1.1. in accordance with the Order, SOW and Specification in all material respects;
 - 3.1.2. using reasonable care and skill; and
 - 3.1.3. in accordance with all applicable law.
- 3.2. boxxe shall use all reasonable endeavours to meet any agreed performance dates, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

4. SUPPLY OF SERVICES

- 4.1. Any Services supplied by boxxe where necessary, shall be documented in a SOW.
- 4.2. boxxe shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services and boxxe shall notify the Customer in any such event.
- 4.3. The Customer acknowledges and accepts that the performance of certain Services may carry a risk to the Customer of loss of data. The Customer warrants that it will insure against loss that may be suffered as a result of the performance of the Services and undertakes all appropriate data and application backup procedures prior to any Services being carried out.
- 4.4. The Customer acknowledges that any report produced by boxxe as a result of the Services relates only to the Customer's computer network and configuration at the time the Services was performed. boxxe cannot guarantee that the report provides details of all risks and threats to the Customer's computer network.

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- 4.5. If the Customer gives notice in writing to boxxe within a reasonable time of discovery that some or all of the Services do not comply with the warranty set out in clause 3, boxxe shall, at its option, either re- perform the relevant Services or issue a refund in respect of the relevant Services.
- 4.6. Where a Contract for Services has been agreed and entered into between the parties and dates have been confirmed, the Customer may request, but boxxe is under no obligation to accept, to request to change the dates of performance of any of those Services.

5. PRODUCTS, ORDERING AND CANCELLATION

- 5.1. The Products are described in the Order, or if provided by boxxe, the Specification. boxxe reserves the right to amend the description of the Products if required by any applicable statutory or regulatory requirements.
- 5.2. Having regard to the prevailing statutory or other Government regulations in force from time to time and in the case of Products originating in the USA to the regulations of the US Department of Commerce, the Customer will not re-export directly or indirectly any Products without having first obtained any necessary consents or authorisations as may be required by any applicable Government regulations. In the event a Customer does re-export any Products in contravention of this clause, boxxe shall not be liable for any additional costs incurred by the Customer.
- 5.3. If the Products ordered become unavailable for any reason, boxxe may substitute an alternate, equivalent item and the Customer shall not unreasonably withhold acceptance of delivery.
- 5.4. Subject always to clause 5.5 below, the Customer may have a right to terminate the Contract and request a refund for Products in the following circumstances:
- 5.4.1. within 7 days of receiving the Product, the Customer may request a return and refund for any reason, provided the Customer notifies boxxe in writing;
- 5.4.2. within 14 days of receiving the Product, the Customer may request a return, refund or exchange in the event the Product is defective.
- 5.5. The Customer will not be able to cancel the Contract and request a refund for any of the following:
- 5.5.1. Any bespoke Products which are not "off the shelf";
- 5.5.2. Any Products which have been unboxed and/or otherwise integrated into the Customer's system such that there is no resale value for such Product; and

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- 5.5.3. Where the Customer is made aware that such Product is being sold as non-cancellable and non-refundable.
- 5.6. If the Customer wishes to terminate a Contract for Professional Services, this will be subject to the following cancellation charges:
- 5.6.1. within 15 Business Days of the start of the Service: a charge of 25% of the Service fees;
- 5.6.2. within 10 Business Days of the start of the Services: a charge of 50% of the Services fees; and
- 5.6.3. within 5 Business Days of the start of the Services: a charge of 75% of the Services fees.
- 5.7. Any request by the Customer for cancellation of any Contract or part of a Contract, or for the rescheduling of Products or Services will only be considered by boxxe if made at least 48 hours before despatch of or provision of access to the Products or if 48 hours' notice before the start of the Services.
- 5.8. Cancellation shall be subject to acceptance by boxxe at its sole discretion and may be subject to a reasonable administrative charge. The Customer hereby agrees to indemnify boxxe against all loss, costs (including the cost of labour and materials used and overheads incurred) damages, charges and expenses arising out of the cancellation and/or or rescheduling of the Contract.
- 5.9. Notwithstanding the foregoing, the Customer shall not have any right to cancel certain Orders, including but not limited to Microsoft Cloud Services once the Order is submitted to boxxe. Other items that are marked as "NCNR" or "non-cancellable and non-refundable" will also be exempt from a right to cancel or return.
- 5.10. boxxe shall ensure that:
- 5.10.1. each delivery of physical Products is accompanied by a delivery note which shows the date of the Order, all relevant Customer and boxxe reference numbers, the type and quantity of the Products, special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Products remaining to be delivered; and
- 5.10.2. if boxxe requires the Customer to return any packaging materials to boxxe, boxxe will notify this to the Customer. The Customer shall make any such packaging materials available for collection at such times as boxxe shall reasonably request. Returns of packaging materials shall be at boxxe's expense.

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- 5.11. boxxe shall deliver physical Products to the location set out in the Order or such other location as the parties may agree ("**Delivery Location**") at any time after boxxe notifies the Customer that the Products are ready for delivery.
- 5.12. Delivery of physical Products shall be completed on the Products' arrival at the Delivery Location.
- 5.13. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. boxxe shall not be liable for any delay in delivery of the Products that is caused by a Force Majeure, an issue with delivery third parties, or the Customer's failure to provide boxxe with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.
- 5.14. The Customer shall inspect physical Products upon delivery and shall, within five (5) Business Days, notify boxxe in writing of any shortfall or non-compliance.
- 5.15. If boxxe fails to deliver the Products, its liability shall be limited to the costs paid by the Customer for the Products.
- 5.16. If the Customer fails to accept delivery of physical Products within three (3) Business Days of boxxe notifying the Customer that the Products are ready for delivery, then, except where such failure or delay is caused by a Force Majeure or boxxe's failure to comply with its obligations under the Contract:
- 5.16.1. delivery of the physical Products shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which boxxe notified the Customer that physical Products were ready; and
- 5.16.2. boxxe will store the physical Products until delivery takes place and may charge the Customer for all storage related costs and expenses (including insurance) in accordance with its Storage Terms. All stored Products will be dealt with in accordance with the Storage Terms after this stage, unless what otherwise agreed by boxxe.
- 5.17. The Customer acknowledges that from time to time and for certain orders, it may be necessary for boxxe to deliver the Products by instalments. In such instance, the Products shall be invoiced and paid for separately and each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

6. QUALITY

- 6.1. All Products and Third Party Software is supplied on as 'as is' basis. If any such Product or Third Party Software should fail to conform to its current product description, the sole obligation of

boxxe in this respect is to use all reasonable endeavours to obtain and supply a correction or a corrected version from the relevant manufacturer, provided that the Customer notifies boxxe of any such non-conformity within fourteen (14) days of the date of delivery of the Product.

- 6.2. Subject to clause 6.1, boxxe warrants that on delivery, and for a period of one (1) month from the date of delivery, the Products shall:

- 6.2.1. conform in all material respects with their description and any applicable Specification;
- 6.2.2. be free from material defects in design, material and workmanship; and
- 6.2.3. be of satisfactory quality (within the meaning of the Sale of Products Act 1979).

- 6.3. Subject to clause 6.4, if the Customer gives notice in writing to boxxe within thirty (30) days of delivery, that some or all of the Products do not comply with the warranty set out in clause 6.2, then provided that:

- 6.3.1. boxxe is to be given a reasonable opportunity of examining such Products;
- 6.3.2. the Customer (if asked to do so by boxxe) returns such Products to boxxe's place of business at the Customer's cost,

boxxe shall, at its option, repair or replace the defective Products, or refund the price of the defective Products in full.

- 6.4. boxxe shall not be liable for Products' failure to comply with the warranty set out in clause 6.2 in any of the following events:

- 6.4.1. the Customer makes any further use of such Products after giving notice in accordance with clause 6.3;
- 6.4.2. the defect arises because the Customer failed to follow boxxe's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Products or (if there are none) good trade practice regarding the same;
- 6.4.3. the defect arises as a result of boxxe following any design or Specification supplied by the Customer;
- 6.4.4. the Customer alters or repairs such Products without the written consent of boxxe;
- 6.4.5. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or usage;
- 6.4.6. the Products differ from their description and/or Specification as a result of changes to the manufacturer's specification or technical data; or
- 6.4.7. the Products differ from their description the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

- 6.5. Except as provided in this clause 6, boxxe shall have no liability to the Customer in respect of the Products' failure to comply with the warranty set out in clause 6.2. Any further warranty

may or may not be provided by the manufacturer and the manufacturer should be contacted for further details.

- 6.6. The terms implied by sections 13 to 15 of the Sale of Products Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 6.7. These Terms and Conditions of Sale shall apply to any repaired or replacement Products supplied by boxxe.

7. CUSTOMER'S OBLIGATIONS

- 7.1. The Customer shall:
 - 7.1.1. ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
 - 7.1.2. co-operate with boxxe in all matters relating to the supply of the Products and Services;
 - 7.1.3. provide boxxe, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by boxxe in order to deliver the Products and/or provide the Services;
 - 7.1.4. provide boxxe with such information and materials as boxxe may reasonably require in order to supply the Product and Services, and ensure that such information is accurate in all material respects;
 - 7.1.5. respond timely to any communications from boxxe in relation to any Order;
 - 7.1.6. be authorised to purchase the Products and to receive delivery of the same.
 - 7.1.7. prepare the Customer's premises for the supply of the Services (where applicable);
 - 7.1.8. provide a safe working environment as defined by health and safety legislation;
 - 7.1.9. obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start; and
 - 7.1.10. keep and maintain all materials, equipment, documents and other property of boxxe ("boxxe Materials") at the Customer's premises in safe custody at its own risk, maintain the boxxe Materials in good condition until returned to boxxe, and not dispose of or use the boxxe Materials other than in accordance with boxxe's written instructions or authorisation.
- 7.2. If boxxe's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):
 - 7.2.1. boxxe shall without limiting its other rights or remedies have the right to suspend performance of the Services and/or the delivery of the Products until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from

the performance of any of its obligations to the extent the Customer Default prevents or delays boxxe's performance of any of its obligations;

7.2.2. boxxe shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from boxxe's failure or delay to perform any of its obligations as set out in this clause 7.2; and

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

7.3. The Customer warrants and undertakes that it has obtained from all persons including third parties all necessary approvals and authorities required to allow boxxe access to all information technology networks and systems used by the Customer and any third party in any relevant jurisdiction in which the Customer operates and in which the Services are performed and the Products are supplied (including but not limited to the Computer Misuse Act 1990) and any contract governing the use of such networks and systems.

8. TITLE AND RISK

8.1. The risk in physical Products shall pass to the Customer on completion of delivery.

8.2. Title to physical Products shall not pass to the Customer until boxxe receives payment in full (in cash or cleared funds) for those Products and any other Products and Services that boxxe has supplied to the Customer in respect of which payment has become due, in which case title to the Products shall pass at the time of payment of all such sums.

8.3. Until title to physical Products has passed to the Customer, the Customer shall:

8.3.1. store those Products separately from all other products held by the Customer so that they remain readily identifiable as boxxe's property;

8.3.2. not remove, deface or obscure any identifying mark or packaging on or relating to those Products;

8.3.3. maintain those Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

8.3.4. notify boxxe immediately if it becomes subject to any of the events listed in clause 11.2; and

8.3.5. give boxxe such information relating to those Products as boxxe may require from time to time.

8.4. If before title to physical Products passes to the Customer the Customer becomes subject to any of the events listed in clause 12.2, then, without limiting any other right or remedy boxxe may have, boxxe may at any time:

- 8.4.1. require the Customer to deliver up all Products in its possession which have not been irrevocably incorporated into another product; and
- 8.4.2. if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products are stored in order to recover them.

9. PRICE AND PAYMENT

- 9.1. The price of the Products and Services shall be the price set out in the Order.
- 9.2. For any Services, unless otherwise agreed in a SOW:
 - 9.2.1. boxxe shall be entitled to charge an overtime rate of 50% per cent of the standard daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in the quotation; and
 - 9.2.2. subject to the Contract boxxe shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom boxxe engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by boxxe for the performance of the Services, and for the cost of any materials.
- 9.3. boxxe may, by giving notice to the Customer at any time up to five (5) Business Days before delivery, increase the price of the Products and/or Services to reflect any increase that is due to:
 - 9.3.1. any factor beyond boxxe's control (including foreign exchange fluctuations, increases in taxes and duties);
 - 9.3.2. any request by the Customer to change the delivery date(s), quantities or types of Products and/or Services ordered, or the Specification; or
 - 9.3.3. any delay caused by any instructions of the Customer or failure of the Customer to give boxxe adequate or accurate information or instructions.
- 9.4. The price of the Products and/or Services is exclusive of any applicable VAT, which the Customer shall pay in addition on receipt of a valid VAT invoice.
- 9.5. Unless agreed otherwise by boxxe, boxxe may invoice the Customer on or at any time after the completion of delivery or provision of access in respect of the Products and/or on completion of the Services.
- 9.6. The Customer shall pay the invoice in full and in cleared funds within 30 days of the date of the invoice or as otherwise agreed between the parties. Payment shall be made to the bank account nominated in writing by boxxe. Time of payment is of the essence.

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- 9.7. If the Customer fails to make any payment due to boxxe under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 9.8. The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). boxxe may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by boxxe to the Customer.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. Unless specifically agreed otherwise in a SOW, all Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by boxxe.
- 10.2. The Customer hereby acknowledges that any Intellectual Property Rights in any Third Party Software shall at all times vest and remain vested in the relevant Third Party Software owner.
- 10.3. The Customer acknowledges that, in respect of any third party Intellectual Property Rights (including in any Third Party Software), the Customer's use of any such Intellectual Property Rights is conditional on boxxe obtaining a written licence from the relevant licensor on such terms as will entitle boxxe to license such rights to the Customer. The Customer also agrees that it may be required to agree to and accept the terms of end user license terms from a licensor or Third Party Software.
- 10.4. The Customer acknowledges and agrees:
- 10.4.1. that it is its sole responsibility to comply with any terms and conditions of licence attaching to any third party products supplied and delivered by boxxe including any Third Party Software;
 - 10.4.2. that failure to comply with any such terms and conditions could result in the Customer being refused a software licence or having the same revoked by the licensor; and
 - 10.4.3. to indemnify boxxe in respect of any damages, costs, charges or expenses incurred by boxxe following any action by a Third Party Software owner as a result of a breach by the Customer of such terms and conditions.
- 10.5. All boxxe Materials are the exclusive property of boxxe.

11. CONFIDENTIALITY

A party (receiving party) 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 receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 10 shall survive termination of the Contract.

12. TERMINATION AND SUSPENSION

12.1. If the Customer becomes subject to any of the events listed in clause 12.2, boxxe may terminate the Contract with immediate effect by giving written notice to the Customer.

12.2. For the purposes of clause 12.1, the relevant events are:

12.2.1. 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, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

12.2.2. 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;

12.2.3. (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

12.2.4. (being a company) 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;

12.2.5. (being a company) the holder of a qualifying floating charge over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;

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- 12.2.6.a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;
- 12.2.7. (being an individual) the Customer is the subject of a bankruptcy petition or order;
- 12.2.8.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;
- 12.2.9.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 clause 12.2.1 to clause 12.2.8 (inclusive);
- 12.2.10. the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;
- 12.2.11.the Customer's financial position deteriorates to such an extent that in boxxe's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
- 12.2.12. (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 12.3. Without limiting its other rights or remedies, boxxe may:
- 12.3.1. suspend provision of the Products and/or Services under the Contract or any other contract between the Customer and boxxe if the Customer becomes subject to any of the events listed in clause 12.2.1 to clause 12.2.12, or boxxe reasonably believes that the Customer is about to become subject to any of them; or
- 12.3.2.suspend or terminate the Contract, if the Customer fails to pay any amount due under this Contract on the due date for payment or otherwise breaches any term of the Contract.
- 12.4. On termination of the Contract for any reason the Customer shall immediately pay to boxxe all of boxxe's outstanding unpaid invoices and interest and in respect of Products and/or Services supplied but for which no invoice has been submitted, boxxe shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 12.5. On termination of the Contract for any reason, the Customer shall return all of the boxxe Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then boxxe may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.
- 12.6. Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

- 12.7. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

13. LIMITATION OF LIABILITY

- 13.1. Nothing in the Contract shall limit or exclude boxxe's liability for:

- 13.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- 13.1.2. fraud or fraudulent misrepresentation; or
- 13.1.3. any matter in respect of which it would be unlawful for boxxe to exclude or restrict liability.

- 13.2. Subject to clause 13.1:

- 13.2.1. boxxe shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any: loss of profit; loss of data; damage to reputation or goodwill; loss of contract; or any indirect or consequential loss arising under or in connection with the Contract; and
- 13.2.2. boxxe's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Products and/or Services to which the claim relates.

14. NOTICES

- 14.1. Any notice given by a party under the Contract shall be in writing, be signed by, or on behalf of, the party giving it and be sent to the relevant party at its registered office address or email address notified by it to the party from time to time. Notices may be given, and are deemed received:

- 14.1.1. by hand: on receipt of a signature at the time of delivery;
- 14.1.2. by Royal Mail Recorded Signed for post: at 10.00 am on the Business Day after posting;
- 14.1.3. by commercial courier: on the date and time that the courier's delivery receipt is signed; and
- 14.1.4. by email: one Business Day after transmission.

15. GENERAL

- 15.1. A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:

- 15.1.1. promptly notifies the other of the Force Majeure event and its expected duration; and
- 15.1.2. uses reasonable endeavours to minimise the effects of that event.

15.2. If, due to Force Majeure, a party:

- 15.2.1. is or shall be unable to perform a material obligation; or
- 15.2.2. is delayed in or prevented from performing its obligations for a continuous period exceeding 30 days or more,

the other party may, terminate the Contract on immediate written notice.

- 15.3. boxxe's rights under these Terms and Conditions of Sale are cumulative and in addition to and not exclusive of any rights which boxxe has otherwise in law, whether under statute, at common law or otherwise, and nothing in these Terms and Conditions of Sale is intended to or will be construed as excluding any such rights which boxxe has otherwise in law.
- 15.4. boxxe may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 15.5. The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of boxxe.
- 15.6. The parties agree that the Contract constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 15.7. No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Terms and Conditions of Sale and is duly signed or executed by, or on behalf of, boxxe.
- 15.8. A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.9. A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 15.10. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid,

legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

- 15.11. Nothing in the Contract shall be deemed to create a partnership or joint venture or contract of employment of any kind between the parties nor shall it be deemed to grant any authority not expressly set out in the Contract or create any agency between the parties.
- 15.12. This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formations (including non-contractual disputes or claims) will be governed by and construed in accordance with laws of England.
- 15.13. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

If you are purchasing Microsoft products, the following terms and conditions shall also apply: [Microsoft CSP Policy](#).

If you are purchasing DELL products, the following terms and conditions shall also apply: [Dell Trade Compliance Policy](#).

