

Framashop Terms and Conditions

1. Definitions

- 1.1 In these Conditions where the context admits: "Buyer" means the person who buys or agrees to buy the Goods from the Seller for purposes which are within his trade, business or profession. "Charges" means the annual charge for maintenance, as varied from time to time, that the Buyer has to pay the Seller in order to benefit from the Services. "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller. "Contract" means any agreement for the purchase of Goods, the provision of Services and/or FramaOnline to the Buyer. "Extended Warranty" means a warranty offered by the Seller, at its own discretion, in addition to Condition 9, to the Buyer, from time to time. "Frama EPS" means the Frama Electronic Postal System that operates FramaOnline. "FramaOnline" means the various re-crediting services provided by the Seller to the Buyer in relation to the Frama EPS. "FramaOnline Account" means the separate account (in relation to each franking machine) used by the Seller to hold the Buyer's funds for re-crediting of FramaOnline. "FramaOnline Charge" means the charge payable by the Buyer to the Seller for the provision of FramaOnline and any amendment or variation thereto which may be made by the Seller from time to time, excluding VAT, which may be made and determined by the Seller. "Goods" means franking machines, postal scales, letter openers, paper folders and all such other equipment supplied by the Seller to the Buyer subject to these Conditions. "Price" means the price for the Goods set out on the Seller's website at www.framashop.co.uk or in the Seller's literature brochures then effective, exclusive of VAT which shall be at the rate ruling at the date of the Seller's invoice. "Re-crediting Request" means a request for re-crediting of the FramaOnline Account made in accordance with Condition 19 below. "Seller" means Frama UK Limited, a company registered in England and Wales under number 2455845 and whose registered office is at 72 New Cavendish Street London W1G 8AU. "Services" means the maintenance and repair services set out in Condition 18 below.

2. Application of Conditions and Formation of Contract

- 2.1 Quotations and tenders may be issued by the Seller at its own discretion and orders for the sale of Goods and provision of Services and/or FramaOnline are accepted by the Seller only upon and subject to these Conditions.
- 2.2 These Conditions shall apply to all contracts for the sale of Goods and the provision of Services and/or FramaOnline by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order or similar document, save that the terms and conditions and other matters appearing on the face of the Seller's quotation and acceptance of order shall, wherever the same are incompatible with these Conditions, to that extent and no further, overrule the latter.
- 2.3 All orders for Goods, Services and/or FramaOnline shall be deemed to be an offer by the Buyer to purchase the Goods, the Services and/or FramaOnline pursuant to these Conditions.
- 2.4 All orders placed by the Buyer (whether or not based on a previous quotation or tender) are subject to acceptance by the Seller. No binding contract shall be created by the acceptance on the part of the Buyer of a quotation or tender issued by the Seller or by the placing by the Buyer of an order with the Seller until: (a) written notice of the acceptance of the order has been given by the Seller or; (b) (if earlier) the Goods are despatched or the Services and/or FramaOnline have been provided to the Buyer.

- 2.5 The Seller reserves the right to refuse to accept any order on any grounds whatsoever, including without limitation refusing to accept orders and/or withholding deliveries where any or all of the Buyer's accounts with the Seller are overdue for payment.
- 2.6 In the event that the Buyer has opted to lease the Goods, the Buyer shall make a valid lease application at the same time as it makes the order of the Goods. The Buyer should note the following:
- (A) The Buyer shall provide to the leasing company such financial information as it may require;
 - (B) The Seller agrees to pass on the signed order and the lease application to the leasing company, but does not indicate that the order and the leasing application has been or will be accepted by the leasing company;
 - (C) The Seller will not provide any Goods, Maintenance and Repair and/or FramaOnline unless and until a lease is effective between the Buyer and the leasing company; and
 - (D) Property and ownership in the Goods shall pass to the leasing company and Condition 6 of these Conditions set out below shall not apply.
 - (E) The Seller shall not at any time be taken to have accepted any order and lease application on behalf of the leasing company and in no respect does the leasing company act on behalf of or as agent of the Seller.

3. **Prices and Payment**

- 3.1 Unless otherwise agreed in writing the Price and VAT shall be paid, without set-off or counterclaim, no later than 14 days from the date of the invoice (in advance for purchases made from the sellers web site), time being of the essence. If for any reason the Buyer is unable or unwilling to take delivery when the Goods are ready for despatch then payment must not be withheld or deferred.
- 3.2 The Buyer may not withhold payment of any invoice or other amount due to Seller by reason of any right of set-off or counterclaim which the Buyer may have or allege to have or for any reason whatsoever.
- 3.3 The Seller reserves the right to charge a FramaOnline Charge for the provision of FramaOnline to the Buyer as notified to the Buyer.
- 3.4 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 4% above Barclays Bank PLC's base rate from time to time in force and shall accrue at such a rate after as well as before any judgment. The Buyer shall reimburse the Seller for all costs and expenses (including legal costs on an indemnity basis) incurred in the collection of any of the due payments.
- 3.5 If (i) the Buyer fails to make payment for the Goods and/or Services in accordance with these Conditions or commits any other breach of these Conditions; (ii) any distress or execution shall be levied upon any of the Buyer's Goods; (iii) the Buyer offers to make any arrangement with its creditors; (iv) the Buyer commits an act of bankruptcy, or any petition in bankruptcy is presented against the Buyer; (v) the Buyer is unable to pay its debts as they fall due; (vi) being a limited company any resolution or petition to wind up the Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be

passed or presented; (vii) a receiver, administrator, administrative receiver or manager shall be appointed over the whole or any part of the Buyer's business or assets; (viii) the Buyer shall suffer any analogous proceedings under foreign law; or (ix) within the opinion of the Seller the credit-worthiness of the Buyer has deteriorated prior to delivery, then all sums outstanding in respect of the Goods and Services shall become payable immediately. The Seller may in its absolute discretion and without prejudice to any other rights which it may have: (a) suspend all future deliveries of Goods or provisions of Services to the Buyer and/or terminate the contract with the Buyer without liability upon its part; (b) exercise any of its rights pursuant to condition 6 below; (c) subject to the landlord's rights, enter without prior notice any premises where Goods owned by it may be and to repossess and dispose of any Goods owned by it so as to discharge any sums owed to it by the Buyer under this or any other contract; (d) require the Buyer not to re-sell or part with possession of any Goods supplied by the Seller until the Buyer has paid in full all sums owed by it to the Seller for any reason whatsoever; (e) withhold delivery of any undelivered Goods and stop any Goods in transit.

3.6 Unless the Seller expressly elects otherwise, any contract between it and the Buyer for the supply of Goods and/or the provision of Services shall remain in existence notwithstanding any exercise by the Seller of its rights under this condition 3 and / or condition 6 below.

4. **Delivery**

4.1 Delivery of the Goods shall be made to the Buyer's address within the UK or such other address within the UK as the Buyer shall notify to the Seller in writing and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. If the Buyer does not take delivery of the Goods it shall meet all the Seller's expenses incurred as a result of the Seller's inability to effect delivery including any cost of redelivery or storage.

4.2 Any times and dates quoted for completion or delivery of the Goods are estimates only and time for delivery shall not be of the essence. The Seller reserves the right to deliver Goods in instalments and to deliver a separate invoice in respect of each instalment. Where Goods are delivered in instalments, the contract shall be severable and each instalment shall be deemed to constitute a separate contract. No default by the Seller in respect of one or more instalments shall entitle the Buyer to treat the contract as repudiated or discharged.

4.3 Insofar as is permitted by law, the Seller shall not be liable in any way for any loss or damage whatsoever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all.

4.4 Notwithstanding that the Seller may have delayed or failed to deliver the Goods (or any of them) promptly the Buyer shall be bound to accept delivery and to pay for the Goods in full provided that delivery shall be tendered at any time within 6 months of the date that the Seller notified the Buyer of its acceptance of the order.

5. **Force Majeure**

5.1 If the delivery of Goods or the provision of Services and/or FramaOnline by the Seller or the acceptance of Goods or the acceptance of Services and/or FramaOnline by the Buyer is delayed or prevented because their manufacture or their delivery to the Buyer has been or is being prevented by any cause whatsoever outside the control of the Seller, such delivery or provision shall be suspended. In such circumstances, the Seller shall give written notice to the Buyer and shall be entitled to cancel or suspend deliveries or

provisions without prejudice to its rights to payment for any Goods already delivered or Services and/or FramaOnline already provided. In any event the Seller shall not be liable in any way for loss or damage arising directly or indirectly through or as a consequence of such events or happenings.

- 5.2 Deliveries or provisions shall resume as soon as the circumstances set out in condition 5.1 above which are causing the delay cease, and the period during which the deliveries or provisions are to be made will be extended accordingly.
- 5.3 The Seller shall not be deemed to be in breach of these Conditions and shall not be otherwise liable towards the Buyer, by reason of any delay in the performance of its obligations where such delay in performance is due to any of the events set out in Condition 5.1 above of which it has notified the Buyer.

6. **Title and Risk**

- 6.1 Risk and liability in respect of the Goods shall pass to the Buyer on delivery but title in the Goods shall not pass from the Seller until: (a) the Buyer has paid the Seller unconditionally and in full all monies due under the contract; and (b) no other sums are then outstanding from the Buyer to the Seller on any account whatsoever whether or not such sums have become due for payment.
- 6.2 Until title in the Goods passes to the Buyer in accordance with Condition 6.1 above, the Buyer shall hold the Goods on a fiduciary basis as bailee for the Seller and shall not permit any charge or lien whatsoever to be created over any property of the Seller. The Buyer shall store the Goods separately from all other Goods in its possession and marked in such a way that they are clearly identifiable as the Seller's property. The Buyer shall insure and keep insured the Goods to their full value against "all risks" until the date that property in the Goods passes from the Seller and shall upon reasonable notice furnish the Seller with satisfactory evidence that adequate policies of insurance are being maintained and that the premiums are paid up to date.
- 6.3 In relation to any resale, the Buyer does not sell as the Seller's agent and the Seller accepts no liability in this respect.

7. **Specification**

- 7.1 The Goods supplied by the Seller shall be in accordance with those specifications or descriptions expressly listed or set out in the Seller's acceptance of order.

8. **Acceptance of the Goods**

- 8.1 The Buyer shall be deemed to have accepted the Goods 2 days after delivery to the Buyer's address stipulated under condition 4.1 above.
- 8.2 After acceptance the Buyer shall not be entitled to reject any Goods which are not in accordance with Condition 7 above.
- 8.3 If the Buyer rejects any of the Goods which are not accordance with Condition 7 above, the Buyer shall give notice of rejection to the Seller and at Buyer's cost and risk return such Goods to the Seller.
- 8.4 No Goods delivered to the Buyer which are in accordance with Condition 7 above will be accepted for return without the prior written approval of the Seller.

8.5 If the Seller agrees to accept any such Goods for return the Buyer shall be liable to pay a handling charge of 20% of the invoice Price. Such Goods must be returned by the Buyer carriage paid to the Seller in their original packaging and at the Buyer's risk.

8.6 Goods returned without the prior written approval of the Seller may at the Seller's absolute discretion be returned to the Buyer or stored at the Buyer's cost without prejudice to any rights or remedies the Seller may have. If the Buyer does not reclaim or recover such Goods within 30 days the Seller may appropriate the Goods for resale.

9. **Warranty**

9.1 Subject to Condition 10 below, the Seller warrants that the Goods (excluding consumables) will be free from defects in materials and workmanship for a period of 12 months from the date of delivery and the Seller will, at its own discretion, refund the Price, or repair or replace free of charge any such Goods which its examination confirms are defective provided that: (a) the Buyer makes a full inspection of the Goods immediately upon delivery; (b) the Buyer notifies the Seller forthwith of any defects which it discovers; (c) the Buyer has used the Goods in accordance with any instructions or recommendations of the Seller; (d) the Goods have not been adjusted, altered, adapted, or repaired by any party other than the Seller; (e) the Goods are either made available to the Seller for inspection or returned to the Seller at the Buyer's own cost and risk as the Seller may request.

9.2 In no circumstances shall the Seller's liability to the Buyer for any breach of warranty exceed the price paid for the Goods with respect to which the claim is made.

9.3 Subject to Condition 10 below, the Seller's aggregate liability for all claims made in respect of the Goods shall not exceed £1 million in aggregate.

9.4 The Seller's liability under this Condition shall be to the exclusion of all other liability to the Buyer whether contractual, tortious or otherwise for defects in the Goods or for any loss or damage to or caused by the Goods, and (subject to Condition 10 below) all other conditions, warranties, stipulations or other statements whatsoever concerning the Goods, whether expressed or implied, by statute, at common law or otherwise howsoever, are hereby excluded; in particular (but without limitation of the foregoing) the Seller grants no warranties regarding the fitness for purpose, performance, use, nature or satisfactory quality of the Goods, whether express or implied, by statute, at common law or otherwise howsoever.

9.5 Subject to Condition 10 below, the warranty set out in this Condition 9 shall not apply if the Buyer breaches any of its obligations under Condition 20 below.

10. **Liability**

10.1 The Seller shall be under no liability whatsoever to the Buyer for any indirect loss and / or expense (including but not limited to loss of profit) suffered by the Buyer arising out of a breach by the Seller of these Conditions.

10.2 Nothing contained in this Condition shall take effect or be construed so as to limit the Seller's liability under Part 1 of the Consumer Protection Act 1987, or Section 12 of the Sale of Goods Act 1979, or its liability for death or personal injury resulting from the Seller's negligence as defined in Section 1(1) of the Unfair Contract Terms Act 1977 or its liability in respect of fraudulent misrepresentation. Where the Buyer is a person "dealing as a Consumer" as defined in Section 12 of the Unfair Contract Terms Act 1977, nothing contained in this Condition shall affect the rights of the Buyer under Section 13, 14 or 15 of

the Sale of Goods Act 1979 or shall take effect or be construed so as to limit the Seller's liability under those sections.

11. **Entire Agreement**

11.1 The terms contained in these Conditions, together with any Seller's quotation and acceptance of order referred to herein, constitute the whole agreement between the parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

12. **Variations**

12.1 These Conditions can not be varied unless expressly agreed in writing with the Seller and signed by an authorised representative of the Seller.

13. **Partial Invalidity**

13.1 The illegality or unenforceability of any provision of these Conditions shall not affect the legality or enforceability of the remaining provisions.

14. **Transfer or Reassignment**

14.1 The Buyer shall not be entitled to assign the benefit of this contract without the prior written consent of the Seller.

14.2 No person who is not a party to this contract shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

15. **Subcontract**

15.1 The Seller reserves the right to subcontract in whole or in part the services provided under this contract.

16. **Rights cumulative**

(A) The rights, powers, privileges and remedies provided in this contract are cumulative and are not exclusive of any rights, powers, privileges or remedies provided by law or otherwise.

(B) No failure to exercise nor any delay in exercising by any party to this contract of any right, power, privilege or remedy under this contract shall impair or operate as a waiver thereof in whole or in part.

(C) No single or partial exercise of any right, power privilege or remedy under this contract shall prevent any further or other exercise thereof or the exercise of any other right, powers, privilege or remedy.

17. **Notice**

17.1 Any notice (which term shall in this clause include any other communication) required to be given under these Conditions or in connection with the matters contemplated by them

shall, except where otherwise specifically provided, be in writing in the English language and shall be addressed to the Seller's address set out in condition 1 above respectively

18. **Maintenance and Repairs**

18.1 The Buyer can either choose fully comprehensive cover Services, Return to base cover services or statutory cover Services to be provided during normal business hours.

- (A) The Services under the fully comprehensive cover shall consist of:
 - (i) Inspection maintenance and repair services required by Post Office regulations which may be in force from time to time,
 - (ii) emergency services, if reasonably required;
 - (iii) replacement of standard parts of the same specification as the original parts required to ensure operation of the Goods, with the exception of parts damaged as a result of the Buyer's negligence, accident or misuse. Where a new part is fitted to the Goods under these Conditions, the old part shall become the property of the Seller;
 - (iv) operator training, if reasonably required, at the time of installation, and
 - (v) postage tariff updates on specific models where deemed necessary by the Seller.

- (B) The Services under return to base cover shall consist of:
 - (i) Inspection maintenance and repair services required by Post Office regulations which may be in force from time to time;
 - (ii) emergency services, if reasonably required;
 - (iii) replacement of standard parts of the same specification as the original parts required to ensure operation of the Goods, with the exception of parts damaged as result of the Buyer's negligence, accident or misuse. Where a new part is fitted to the Goods under these Conditions, the old part shall become the property of the Seller;
 - (iv) the cost of shipping the machine back to the Buyer after repair.

- (C) The Services under statutory cover shall consist of maintenance and repair services required by Post Office regulations which may be in force from time to time relating to mechanical inspection of franking machines only.

18.2 The Services shall not include any of the following:

- (A) The provision of consumable supplies of any kind such as franking labels or ink cartridges;
- (B) The cost and responsibility for transporting the machine where necessary to the Seller' workshop;
- (C) Repairs of any damage due to the Buyer's negligence, accident or misuse;

- (D) Normal operator adjustments, such as franking machine date changes and adjustment to automatic letter feeders;
 - (E) Emergency calls in relation to Goods not covered in these Conditions.
 - (F) Postage tariff updates.
- 18.3 The Buyer hereby warrants and represents to the Seller that the Goods will be in good condition and repair on date of shipment by the seller to the buyer.
- 18.4 The Buyer shall subject, subject to condition 18.1 above:
- (A) have the Goods maintained in accordance with current or future Post Office regulations for the supply and use of franking machines;
 - (B) afford the Seller's representatives and its appointed engineers full and free access to its premises at all times to enable the Seller or its appointed engineers to perform the Services and check the amount of postage used and provide any necessary equipment to facilitate access to the Goods and the Buyer shall pay to the Seller any additional costs or charges incurred as a result of any delay or failure on its part to promptly make the Goods available;
 - (C) not move, re-site, repair, alter, interfere or tamper with or attach other equipment to the Goods or any part without the prior written approval of the Seller;
 - (D) keep and operate the Goods in suitable conditions and premises and with all reasonable care and comply in full with any operating and customer maintenance instructions (written or oral) provided by the Seller or the Post Office including in relation to printing die removal; and
 - (E) as soon as practicable notify the Seller by telephone and in writing of any defect in the Goods or any repair that appears to be necessary giving full details thereof.
- 18.5 If, in the Seller's opinion, standard repairs and replacement parts will not maintain the Goods in satisfactory condition, the Seller will give the Buyer a written estimate of the costs of bringing the Goods to this satisfactory condition. Such costs will be in addition to the Charge.
- 18.6 The term of the Contract in relation to the provision of the Services shall be 5 years ('the Initial Period') and shall automatically continue after the Initial Period for a further year unless either party gives not less than 3 months notice expiring at the end of the Initial Period that it does not wish it to continue. Thereafter, unless the Contract is terminated at the end of the Initial Term, it shall automatically continue for consecutive periods of one year unless notice is given by either party to the other at least 30 days before the commencement of a forthcoming year that it wishes the Contract in respect of Services to terminate.
- 18.7 The Buyer must give 12 months notice if he wishes to downgrade from fully comprehensive cover to statutory cover.
- 18.8 In the event that the Goods need repair or replacement during the initial 12 months warranty from the day of delivery or at any time when the Buyer has opted for the return to base service, they must be returned to the Seller at the Buyer's risk and expense. The

repaired or replaced equipment will be returned to the Buyer within 10 working days at the expense and risk of the Seller.

19. **FramaOnline Re-crediting Procedure**

- 19.1 For the purpose of postage re-crediting, the Buyer shall make available a telephone line that is suitable to be connected to an analogue modem in order to be linked to the re-crediting centre.
- 19.2 The Buyer shall request a re-credit of postage by making a Re-crediting Request, specifying the amount of postage it requires.
- 19.3 Re-crediting Requests may be made in the following manner.
- (A) by submitting a Re-crediting Request on-line via FramaOnline re-crediting service.
- 19.4 If the Buyer elects to pay by direct debit, the Re-crediting Request shall contain the Buyers instruction to the Seller to collect the Buyer's next direct debit payment for re-crediting of the FramaOnline Account.
- 19.5 Following receipt and approval of and payment for a Re-crediting Request by either of the methods set out in Condition 19.3, the Seller shall notify the Buyer of the Buyer's new reset code for input into the Frama EPS franking system for re-crediting. The Seller shall then transfer the re-credited sum on the Buyer's behalf to the Royal Mail.
- 19.6 The Seller shall not re-credit the Frama EPS franking system if there are insufficient funds held in the FramaOnline Account. In addition, the Seller shall not be liable in the event that it does not receive the Buyers payment regardless of whether this is due to its own fault.
- 19.7 The Buyer's request for a re-credit can be for an amount selected from the following denominations: £100, £200, £500, £1,000, £2,000, £5,000, £10,000, £20,000 and any other sums which may be determined by the Seller from time to time.
- 19.8 In the event that the Buyer requires an unusually high volume of mail to be sent, the Buyer shall give the Seller three days prior notice.
- 19.9 The portion of the Contract relating to the provision of FramaOnline shall remain in force until terminated by either party giving not less than 30 days written notice.
- 19.10 The Buyer shall inform The Seller immediately if the Buyer moves address or ceases to use FramaOnline and Frama EPS

20. **Buyer's Obligations**

- 20.1 Subject to Condition 9 above, the Buyer shall: (a) maintain a suitable environment and electrical power supply for the Goods in accordance with any advise given by the representative of the Seller; (b) only allow the Goods to be operated under the supervision of trained and competent persons and shall keep the external surfaces of the Goods clean; (c) not make any alteration or modification to the Goods unless otherwise specified in the operating guide or allow persons other than the Seller to carry out any repairs to the Goods; and (d) take sole responsibility for any damage to the Goods incurred by any third party.

20.2 For the avoidance of doubt, the Buyer shall take sole responsibility for installing the Goods that are stated to be “self-install”.

20.3 The Buyer must have a fully paid maintenance contract for a franking machine with a maintenance service provider approved by the Post Office. In the case that the Buyer does not do so or cease to do so, the Seller reserves the right to withdraw the services of postage re-crediting.

21. **Post-warranty Service Charges**

(a) Charges are reviewed annually by the Seller and the amount shall be notified to the Buyer 30 days prior to the renewal date in the form of an invoice.

(b) Any alteration to the Charges shall be given to the Buyer in writing by the Seller. Additions to the contract during its annual term will be charged pro rata to the annual rate at the time.

(c) Invoices for the renewal of the Contract for Services must be paid in full before the commencement date of the new period. Any other invoice shall be paid in accordance with the terms of the invoice.

(d) The Seller may also invoice the Buyer for:

The repair to any defects arising through malicious or wilful action, negligence or misuse.

Operational adjustments made by the Seller that should otherwise have been made by the Buyer during normal use of the Goods.

Any work resulting from the Buyer's failure to adhere to the provisions of conditions 18(a) to 18(d).

22. **Franking Dies**

When postal franking machines are sold under these Conditions, the Seller shall retain ownership of the Crown Die image and of any other intellectual property rights relating to it.

23. **Non Payment**

The Seller shall not be obliged to provide any service while any amount owed by the Buyer to the Seller remains outstanding beyond the due date for payment.

24. **Liability after Termination**

On termination, the Seller reserves the right to collect any outstanding Charges that may remain at that time.

25. **Governing Law**

The contract shall be governed by and construed in accordance, with English law and the parties agree to submit to the jurisdiction of the English courts.

26. **Acceptance of these Conditions**

Ticking the following box shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.