

License Agreement

Terms and Conditions

1. Contract

1.1 Neopost Limited ("the Company") agrees to supply goods ("the Goods") as displayed in the Neopost online shop on this web site to you ("the Customer") subject to the following terms and conditions.

1.2. The Customer offers to purchase the Goods by placing an order via this web site in accordance with the instructions on the web site. Acceptance of orders is subject to stock availability, account status and (where a credit card has been used) payment processing. This Contract between the Company and the Customer is not completed until the Company has accepted the Customer's order by sending an email to the Customer confirming that the Customer's order of Goods is accepted and will be dispatched.

1.3 The Customer shall not:

- a) Disclose its login and password to others;
- b) Access the website using another's login or password;
- c) Provide false or misleading information to the Company via this web site;
- or
- d) Attempt to, or knowingly permit another to, do any of the above acts.

2. Delivery and Installation

2.1 Subject to clause 2,

2.2 any delivery or installation date offered by the Company to the Customer whether orally or in writing is an estimate only and in no circumstances shall the Company be liable for any loss or damage whatsoever arising from the failure to observe such delivery or installation date.

3. Returns of Goods

3.1 Should you find that your items are damaged on arrival contact us within 48 hours and we will arrange for it to be collected for credit with a minimum of fuss.

3.2 Goods returned after this period or through no fault of the Seller may be subject to a handling charge of 25% (less delivery charge if applicable).

3.3 All items returned must be in the original unmarked packaging and in a merchantable condition. Any items which were bought-in to special order cannot be returned or cancelled. Items returned which were part of a promotional deal, free gift, discount voucher etc may invalidate the original promotional deal and be refunded on a pro rata basis, taking this into account. We regret that we are unable to accept returns on food items or any items marked with NR (Non Returnable Item). Your statutory rights are not affected.

4. Force Majeure and Frustration

4.1 Whilst the Company will use all reasonable endeavours to fulfil its contractual obligations hereunder, it shall not be liable for any delay brought by events which are beyond the control (for any reason) of the Company including Acts of God, Governmental act, fire, flood, accident, industrial dispute, failure of internet service provider or telecommunications service provider and riot.

5. Risk

5.1 The Goods shall from the time of delivery by the Company, its supplier or sub-contractors to the Customer are at the sole risk of the Customer.

6. Payment

6.1 Unless otherwise agreed in writing, the Customer shall make payment for the Goods within 30 days of the date of the Company's invoice.

6.2 If payment is not made when due the Company may without prejudice to its other rights, charge interest at an annual rate of 2% above the current base rate of National Westminster Bank plc to be calculated on a day to day basis on the balance outstanding until payment is made in full, or the amount or the rate to which the Company shall be entitled under the Late Payment of Commercial Debts (Interest) Act 1998, whichever is greater.

6.3 The Customer shall not purport to set off or withhold any payments claimed or due to the Company under this or any other contract.

6.4 Unless expressly stated otherwise, all prices are exclusive of Value Added Tax

7. Title and Lien

7.1 The Company shall retain title to and ownership of the Goods until it has received payment in full of all sums due for all Goods supplied to the Customer.

7.2 If the Customer fails to make any payment to the Company when due, compounds with its creditors, executes an assignment for the benefit of its creditors, has a bankruptcy order against it or, being a company, enters into voluntary or compulsory liquidation or has an administrator or administrative receiver appointed over all or part of its assets or takes or suffers any similar action in consequence of debt or becomes insolvent or if the Company has reasonable cause to believe that any of these events is likely to occur, the Company shall have the right, without prejudice to any other remedies:

- a) To 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 Customer under this or any other contract;
- b) to require the Customer not to resell or part with possession of any Goods owned by the Company until the Customer has paid in full all sums owed by it to the Company under this or any other contract; and
- c) To withhold delivery of any undelivered Goods and to stop any Goods in transit.

7.3 Unless the Company expressly gives notice to the Customer that it wishes to immediately terminate a contract for the reasons set out in this clause 6, any contract between it and the Customer for the supply of Goods shall remain in existence notwithstanding any exercise by the Company of its rights under this clause 6.

8. Manufacturer's Warranty

8.1 The Company shall under no circumstances be liable for any indirect, special or consequential losses (including loss of anticipated profit or third party claims), costs or damages howsoever arising either from breach or non-performance of any of its obligations under the Contract or from the supply of or intended use of the Goods, even if the Company has been advised of the possibility of such potential loss, except that the Company shall be liable for loss arising from death or personal injury resulting from the proven negligence of the Company or for liability for any fraudulent misrepresentation by the Company.

8.2 The liability of the Company to the Customer for direct loss in contract, tort or otherwise arising out of or in connection with this Contract or the Customer's use of the Goods shall be limited to the amount of the sum paid under this Contract by the Customer to the Company except that the Company shall be liable for loss arising from death or personal injury resulting from the proven negligence of the Company or for liability for any fraudulent misrepresentation by the Company.

10. General

10.1 The failure or delay of the Company to exercise or enforce any right under this Contract shall not operate as a waiver of that right or preclude the exercise or enforcement of it at any time or times thereafter.

10.2 The Customer shall not be entitled to assign this Contract nor any of its rights or obligations hereunder.

10.3 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract, and nothing in this Contract shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Contract or operate to give any third party the right to enforce any term of this Contract.

10.4 If any provision of this Contract shall be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from this Contract and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of this Contract which will remain in full force and effect.

10.5 Except where specified otherwise, any notice to be given under this Contract shall be in writing and shall be delivered by hand, sent by first class post or sent by facsimile (such notice to be confirmed by letter posted within 12 hours) to the address of the other party. Any such notice or other document shall be deemed to have been served: if delivered by hand - at the time of delivery; if sent by post - upon the expiration of 48 hours after posting; and if sent by facsimile - at 9.00 am on the next business day after the facsimile was dispatched.

10.6 Data Protection and Disclosure. Before entering into this agreement we may search your records at credit reference agencies. They will add to their records about you details of our search which will be seen by other organisations making searches. Details about you and your payment record under this agreement will be used to help make credit, credit related and insurances related decisions about you and occasionally for fraud prevention or to trace debtors. We may use a credit scoring or other automated decision-making system. We may monitor and record telephone calls for the purpose of security and training.

11. Governing Law

11.1 The Agreement shall be governed by and construed in accordance with the Laws of England and each party hereby irrevocably submits to the exclusive jurisdiction of the English Courts.

Additional

Reward Store

Points are allocated **after** the order has been completed at a rate of 1 point per £1 spent within the Neopost Web Store only (Telephone, Fax or Email orders not included).

Rewards can be sent on their own (subject to enough points), however please note that they are subject to the same conditions above "**Delivery of Goods**" so delivery charges will be applicable if not combined with over £30 of stationery items on a subsequent order.

Please note that any rewards will show on your invoice at a cost of £0.

All rewards are subject to availability and cannot be substituted for any other product on the site.