

The following terms and conditions apply to the Event Store Appliances in your possession:

#### **Definition**

- 'Appliance(s)' means an Event Store supplied Appliance (whether a Standard or Pro model).
- 'Event Store' means Event Store LLP.
- 'Customer' means the person (legal or natural) to whom the Appliances are supplied.

#### **Warranty & Liability**

- 1.1 Appliances will be free from defects in materials and workmanship for a period of 36 months from date of purchase (the Warranty Period). This warranty shall not apply to any of the Exceptions detailed below.
- 1.2 The Appliances have software installed. The Customer acknowledges that software products are by their very nature susceptible to imperfections in operation and no warranty is given in respect thereof.
- 1.3 If a warranty claim is made within the Warranty Period, the process detailed in the Warranty Cover section below must be followed by the Customer.
- 1.4 Event Store's obligations and liabilities in respect of the Appliances shall be limited to those set out expressly herein and Event Store specifically excludes, without limitation, the implied conditions of satisfactory/merchantable quality and fitness for any particular use or purpose. Event Store shall have no liability whatsoever in respect of any advice and/or information which may be given to the Customer by Event Store relating to Appliances, their configuration or otherwise.
- 1.5 The Customer shall ensure that any warranty and maintenance service performed on Appliances is performed by a qualified representative authorised by Event Store to offer warranty and maintenance on those Goods.
- 1.6 Event Store makes no representation and gives no warranty in respect of the sources of origin of manufacture or production of the Goods or any part thereof.
- 1.7 Without prejudice to Clause 1.1 to 1.4 in the event of Event Store being shown to have been negligent in the supply of Appliances or the provision of related services its liability:
  - 1.7.1 for death or personal injury of any person caused by such negligence shall be unlimited.
  - 1.7.2 in respect of any defects in or failure of Appliances or for the loss or damage attributable thereto or to the negligence of its employees or contractors in connection with the performance of their duties hereunder, shall be limited to the making good by replacement or repair of such Appliances which upon inspection by Event Store appear to be defective and in any event Event Store's maximum aggregate liability arising in respect of the supply of the Appliances or services shall be limited to the original VAT exclusive price for such Appliances or services or £10,000, whichever is lower.
- 1.7 Event Store shall not in any circumstances whatsoever be liable for the following types of loss (whether direct or indirect): loss of profits, revenue, business, contracts, loss of data or use or any other indirect or consequential loss and shall have no liability for any claim based upon the combination operation or use of any Appliances with equipment data or programming not supplied by Event Store or based upon a modification of the Appliances.
- 1.8 Any action against Event Store must be brought no later than 12 months after the Customer becomes aware that a cause of action has arisen.

#### **Warranty Cover**

##### **Standard Warranty**

- 1.9 Both the Standard and Pro Appliances come with a standard five day turnaround 'Return to Base' warranty. All Appliance failures deemed to be covered by this warranty will be repaired and dispatched back to the Customer within five business days of arriving at the Event Store designated premises.
- 1.10 If the Customer has a problem with its Appliances, it must report the fault to Event Store at [ ].
- 1.11 Event Store will issue a return material authority (RMA) for all confirmed returns which must be attached to the Appliance.
- 1.12 All returned Appliances must be securely packaged, preferably in their original packaging. At an additional cost, Event Store can dispatch specific product packaging to the Customer if required.
- 1.13 Event Store accepts no liability for damages caused to Appliances during shipping from the Customer to Event Store. Event Store will provide a quote for repairing such damage at the same time as completing any warranty repair.
- 1.14 If an Appliance failure is not covered by the terms of this warranty, Event Store will provide a quote for any necessary repair/replacement.

### **Express Replacement Warranty**

- 1.15 With the Express Replacement Service, Event Store provides same day dispatch of a replacement Appliance for all returns confirmed before 15:00 GMT. For all Appliance returns confirmed before 15.00 GMT, Event Store will ship the Customer a replacement Appliance.
- 1.16 Event Store will bill the Customer for the replacement Appliance pending receipt of the returned Appliance. Once the returned Appliance is received, if the failure is deemed to be covered by the terms of this warranty, the Customer will be fully credited for the replacement Application.
- 1.17 If the Customer has a problem with its Appliances, it must report the fault to Event Store at [ ].
- 1.18 If confirmed prior to 15.00 GMT, Event Store will issue a return material authority (RMA) for all confirmed returns which must be attached to the Appliance.
- 1.19 All returned Appliances must be securely packaged, preferably in their original packaging. At an additional cost, Event Store can dispatch specific product packaging to the Customer if required.
- 1.20 Event Store accepts no liability for damages caused to Appliances during shipping from the Customer to Event Store. Event Store will provide a quote for repairing such damage at the same time as completing any warranty repair.

### **Warranty Exceptions**

- 1.21 Neither the Standard Warranty nor the Express Replacement Warranty cover:
- Faults to the Appliances caused by external causes such as abuse, misuse or problems with electrical power
  - Faults to the Appliances caused by servicing not authorized by Event Store LLP
  - Faults to the Appliances caused by usage that is not in accordance with product instructions
  - Faults to the Appliances caused by failure to follow the product instructions or to perform preventive maintenance as instructed by Event Store LLP
  - Faults to the Appliances caused by using accessories, parts, or components not supplied by Event Store LLP
  - Appliances with missing or altered serial numbers
  - Appliances for which Event Store LLP has not received payment
  - Appliances that have been physically damaged in situ or in transit

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**Export and Restrictions on use**

- 1.22 The Customer acknowledges that the Appliances may be subject to US and local government export controls. Where these apply it is the Customer's sole responsibility to obtain authorisation from the appropriate authorities before re-exporting the Appliances from the country of purchase.
- 1.23 All Appliances are manufactured for standard commercial uses and are not intended to be sold or licensed for use in critical safety, security or health systems or in nuclear applications, mass transportation or aviation applications. It is the Customer's sole responsibility if it chooses to use the Appliances in such applications and Event Store cannot accept any liability for damages or losses the Customer incurs as a result of any use in such critical applications.

**Intellectual Property**

- 1.24 The Customer recognises Event Store's and its licensors' ownership of and title to all trademarks, service marks, trade names, patents, copyright and other intellectual property rights comprised in the Appliances and any accompanying materials.
- 1.25 The Customer will take no action to violate, obliterate, remove, alter, conceal or misuse any such marks, trade name or copyright notice.
- 1.26 The Customer will promptly notify Event Store if it becomes aware of any infringement of such intellectual property rights by any third party and shall provide its reasonable assistance to Event Store and/or the manufacturer in connection with any resultant proceedings.

**General Conditions**

- 1.27 Event Store will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Warranty that is caused by an Event Outside Our Control. An Event Outside Our Control means any act or event beyond Event Store's reasonable control, including without limitation failure of public or private telecommunications networks. If an Event Outside Our Control takes place that affects the performance of Event Store's obligations under this Warranty: (i) Event Store's obligations under this Warranty will be suspended and the time for performance of Event Store's obligations will be extended for the duration of the Event Outside Our Control; and (ii) Event Store will use its reasonable endeavours to find a solution by which its obligations under this Warranty may be performed despite the Event Outside Our Control.
- 1.28 Event Store may transfer or sub-contract its rights and obligations under this Warranty to another organisation, but this will not affect the Customer's rights or Event Store's obligations under this Warranty. The Customer may only transfer its rights or obligations under this Warranty to another person if Event Store agrees in writing.
- 1.29 This Warranty and any document expressly referred to in it constitute the entire agreement between Event Store and the Customer. Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Event Store which is not set out in this Warranty or any document expressly referred to in it.
- 1.30 Each of the conditions of this Warranty operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 1.31 On reasonable notice, you will give us such access as we need to your premises and systems so that we can assess your compliance with the terms of this Warranty.
- 1.32 This Warranty, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.