



Proposal for

Dunns Imaging Group Ltd

PRESENTED BY: Neil Bather | 22nd May 2014

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22nd May 2014

TAOPIX ONLINE

P1210- GBP		Add Online designer to Existing Desktop License	£12,500
P2210- GBP	Support and Maintenance	Add online support and maintenance to Existing Desktop Support and Maintenance £2,500 per annum (pro rata)	£see below
Training	Setup & Training	1 day for remote server setup and training	£880
			Price <u>£13,880</u>

*Please also note new transaction fees apply to the Taopix
Online system on the following page

PAYMENT TERMS

The LMA @ £2,500 would be added to your current Direct Debit agreement and collected quarterly @ £625 per quarter. Minimum terms 12 Months. (we would pro-rata the first payment to run concurrently with existing system)

Prices exclude VAT, Valid 30 days from quotation. E&OE

22nd May 2014**NEW TRANSACTION FEE TERMS**

Monthly Turnover (Excluding tax and Shipping)		Transaction fee
From	To	
£0	£5,000	7%
£5,001	£10,000	6%
£10,001	£25,000	5%
£25,001	£50,000	4.5%
£50,001	Above	4%

Total of 50 Complimentary jobs per month are included with the support and maintenance agreement, additional jobs are billed monthly in arrears. Please note monthly jobs do not roll over.

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. In these Conditions the following words shall have the following meanings:
- 1.2. "Additional Services" means the additional services that may be provided by Transeo Media Limited to the Customer pursuant to Condition 9.
- 1.3. "Bespoke Software" means the software to be developed by Transeo Media Limited, details of which are set out in the Systems Specification.
- 1.4. "Charges" means the charges for the Software Licence(s), Job Fees and the Hardware.
- 1.5. "The Customer" means the company, person or organisation whose name and invoice address is set out in the Contract.
- 1.6. "Job Fees" means the fees that apply to the Customer for each Job produced using the software details of which are set out in the contract.
- 1.7. "The Contract" means the contract for the supply of the Goods subject to these Conditions, details of which are set out overleaf.
- 1.8. "The Goods" means the Hardware, Job Fees and the Software.
- 1.9. "The Hardware" means the hardware which Transeo Media Limited has agreed to supply to the Customer details of which are set out in the contract.
- 1.10. "The Licensed Software" means the third party software to be provided by Transeo Media Limited, details of which are set out in the contract.
- 1.11. "Transeo Media" means Transeo Media Limited.
- 1.12. "The Site" means the Customer's premises specified in the Contract.
- 1.13. "The Software" means the Licensed Software and the Bespoke Software (if any).
- 1.14. "The Software Licence(s)" means the licences of the Licensed Software in the form annexed to the Contract.
- 1.15. "The System Specification" means the requirements of the Customer as set out in the system specification annexed to the contract.

2. BASIS OF THE CONTRACT

- 2.1. In consideration of the Customer paying to Transeo Media Limited the Charges, Transeo Media Limited agrees :
 - 2.1.1. to sell to the Customer the Hardware, Job Fees; and
 - 2.1.2. to grant to or procure for the Customer a non-exclusive, non-transferable licence to use the Software upon the terms contained in Conditions 6.3 and 6.4 below (as applicable) subject to these Conditions which shall apply to the exclusion of any other terms and conditions including those supplied by the Customer.
- 2.2. No variation to these Conditions shall be binding unless agreed in writing by an authorised representative of Transeo Media Limited and acceptance of delivery of the Goods shall be deemed to constitute unqualified acceptance of these Conditions.
- 2.3. Transeo Media Limited's employees or agents are not authorised to make any representation concerning the Goods unless confirmed in writing by a director of Transeo Media Limited from time to time.
- 2.4. No order submitted by the Customer shall be deemed to be accepted until confirmed and accepted by TRANSEO MEDIA in writing on its standard acceptance of order form.

3. PRICE AND QUOTATIONS

- 3.1. Prices which are stated to be ex works include where appropriate the supply of one set of standard user instructions in English and are based on the prices published by the manufacturers and other suppliers of materials to TRANSEO MEDIA on the date of quotation. Value Added Tax and where applicable, carriage, packing and insurance for export are additional to the quoted prices.
- 3.2. The price quoted for the Goods does not allow for time spent on testing, user training, additional documentation, modifying, maintaining or implementing the Goods and travelling to the Site, unless otherwise agreed in writing.
- 3.3. Quotations represent no obligation until Transeo Media Limited accepts in writing the Customer's order which must be in writing, containing the System Specification where appropriate, including sufficient information to enable Transeo Media Limited to proceed.
- 3.4. Transeo Media Limited reserves the right, by giving 90 days notice to the Customer, to increase the Charges to reflect any increase in costs to Transeo Media Limited.

4. PAYMENT

- 4.1. For all new customers, Transeo Media Limited will either require at its discretion either cash with order or cash on delivery in respect of the Charges identified in the Contract as being in respect of the Hardware. Credit account applications will be considered and granted solely at the discretion of Transeo Media Limited for future contracts.

- 4.2. Unless otherwise stated, all credit invoices shall be settled within 30 days from the date of invoice.
- 4.3. No cash or settlement discount will be allowed.
- 4.4. Payment will be made in accordance with these terms by the Customer for each consignment of Goods delivered (whether the Goods delivered are the whole or only part of the Goods ordered).
- 4.5. If any sum payable under the Contract or under any other separate contract between Transeo Media Limited and the Customer is not paid on the due date then (without prejudice to Transeo Media Limited's other rights and remedies) Transeo Media Limited reserves the right:
 - 4.5.1. to charge interest on such sum on a day to day basis (whether or not as before any judgment) from the due date to the date of payment (both dates inclusive) at the rate of five (5) per cent above the base rate of the Bank of England for the time being in force; and/or
 - 4.5.2. require the return by the Customer of any spare parts provided to it by Transeo Media Limited in the course of performance of its obligations under the Contract; and/or
 - 4.5.3. suspend any future deliveries or services including the performance of any of Transeo Media Limited's obligations under Condition 6.
- 4.6. Unless otherwise agreed, in the case of sole proprietorships, partnerships or private limited companies, the owners, principals or directors of the business will provide personal guarantees to ensure that all overdue debts are recovered.
- 4.7. The Charges are unless stated otherwise exclusive of VAT which shall be payable by the Customer in addition.
- 4.8. Transeo Media Limited reserves the right to charge (in accordance with Condition 8) for any modification to the Bespoke Software or for amendments to the System Specification.

5. DELIVERY

- 5.1. Delivery dates are estimates only and Transeo Media Limited shall not, except as provided in this Condition 5, be liable for direct, indirect or consequential loss arising from part, late or non-delivery.
- 5.2. All Goods supplied by Transeo Media Limited shall be examined and checked immediately upon receipt by the Customer. Unless Transeo Media Limited is notified on the date of receipt of a consignment of any alleged shortage or error in such consignment or all and any alleged breakages, damage or loss in transit, no claim whatsoever will be entertained by Transeo Media Limited.
- 5.3. Transeo Media Limited will, in respect of Goods lost or damaged in transit, repair or replace the same free of charge provided that not only Transeo Media Limited, but also its carrier, are notified, and that any damaged packing is retained for inspection.
- 5.4. In the event of a request to postpone delivery, Transeo Media Limited reserves the right to invoice the Customer on the requested date of delivery in accordance with Transeo Media Limited payment terms and to arrange and charge for storage and insurance of the Goods.

6. HARDWARE GUARANTEE AND SOFTWARE LICENCE

- 6.1. Hardware: Transeo Media Limited will guarantee the Hardware against any defects which subject to proper use appear within a period of ninety days after the item has been delivered, and in respect of which notification has been received by Transeo Media Limited within two weeks of the defects becoming apparent and which arise solely from faulty materials or workmanship. The defective item must be returned, at the Customer's expense, to an Transeo Media Limited engineering workshop and will be made good by repair or at the option of Transeo Media Limited by the supply of replacement components.
- 6.2. Licensed Software: Transeo Media Limited supplies the Licensed Software subject to the following terms and conditions:
 - 6.2.1. The Customer shall be bound by and shall at all times comply with the Software Licence(s).
 - 6.2.2. The Software, its associated documentation and written specifications will be made available by Transeo Media Limited if requested for inspection by the Customer who is responsible for ensuring that the Software meets the requirements of the Customer's business and that it is fit for its intended purpose.
- 6.3. "Bespoke Software" is supplied subject to the following terms and conditions:
 - 6.3.1. The Bespoke Software shall be provided in accordance with the System Specification.
 - 6.3.2. The copyright in Bespoke Software supplied to the Customer shall remain the property of Transeo Media Limited and the Bespoke Software shall not be sold, leased or otherwise made available by the Customer to any third party without the prior written consent of Transeo Media Limited.
 - 6.3.3. The Bespoke Software shall be supplied for use on a single computer as detailed in the Systems Specification and the Customer shall be entitled to an exclusive, non-transferable licence to use the Bespoke Software by copying, transmitting or loading the same into a single computer system for the processing by such system of instructions or statements contained in the Software. Except as permitted by law the Customer shall not be entitled to copy, translate, adapt, vary, modify, disassemble, decompile or reverse engineer the Software.
 - 6.3.4. Bespoke Software work will be undertaken on the basis that 50% of the Charges identified in the Contract as being in respect of the Bespoke Software is payable on the date of commencement of programming work. The balance of 50% is payable immediately on delivery. TRANSEO MEDIA requires the Customer to take delivery of the Bespoke Software on the agreed delivery date.
- 6.4. All Goods: the following additional Conditions apply to all products supplied by Transeo Media Limited:
 - 6.4.1. The Customer accepts that Transeo Media Limited does not represent or warrant that the Goods supplied will be fit for any purpose or meet the specific needs and requirements of the Customer's business. Whilst every effort shall be made by Transeo Media Limited to guide the Customer to select or specify the most suitable product, the Customer assumes full responsibility for the choice and adequacy of the product. In the case of computers, the Customer shall agree to be responsible for the supervision, management and control of the computer system, including but not limited to:

- 6.4.1.1. Ensuring proper machine configuration, operating methods, program installation and audit controls.
- 6.4.1.2. Establishing adequate back-up plans based on alternative procedures.
- 6.4.1.3. Implementing sufficient procedures and checkpoints to satisfy the Customer's requirements for security and adequacy of input and output as well as restart and recovery in the event of malfunction.

6.4.2. No guarantees shall apply in cases where goods or samples are supplied free of charge.

6.5. Except as expressly provided in these Conditions, all warranties, conditions or other terms implied by law are excluded to the fullest extent permitted by law.

7. OWNERSHIP AND RISK

- 7.1. On delivery of the Goods the risk shall pass to the Customer but the ownership shall remain with Transeo Media Limited for a period of 45 days after delivery or until full payment has been received from the Customer with each order being considered as a whole, whichever is later. Risk shall pass to the Customer upon delivery to Site or for equipment delivered FOB upon delivery on board a ship or aircraft. Transeo Media Limited shall be entitled to enter the Customer's premises to re-possess the Goods.
- 7.2. On delivery of the Goods, all risk shall pass to the Customer who shall until such time as ownership in the Goods passes to the Customer, be responsible for insuring the Goods to their full replacement value.

8. VARIATIONS

- 8.1. In the event that the Customer wishes to make a request varying any aspect of the Systems Specification, the Customer shall provide TRANSEO MEDIA with full particulars of any requested modification and such further information as Transeo Media Limited shall reasonably require.
- 8.2. Within 14 days of receipt of a request pursuant to Condition 8.1 above Transeo Media Limited shall inform the Customer in writing whether such modification is technically feasible and shall inform the Customer of the alterations to any dates for delivery and the Charges that it in its absolute discretion judges necessary to make as a result of such request.
- 8.3. If the Customer wishes to proceed with the modification on the basis of the alterations to delivery dates and the Charges, it must notify Transeo Media Limited in writing within 14 days.
- 8.4. Irrespective of whether the Customer elects to proceed with the modification or not Transeo Media Limited shall be entitled to levy Charges in respect of time and costs incurred in dealing with the request and Transeo Media Limited shall not be held responsible for any delay caused by consideration of the request.

9. ADDITIONAL SERVICES

- 9.1. Subject to Condition 9.2, Transeo Media Limited will provide such Additional Services as may be agreed upon in writing from time to time by Transeo Media Limited and the Customer including, without limitation, bespoke programming, training, maintenance, technical support, software upgrades, project management, technical or installation services, assistance relating to networking or any other agreed services.
- 9.2. The Customer shall pay Transeo Media Limited for all Additional Services provided hereunder at Transeo Media Limited's then current hourly rates and shall reimburse Transeo Media Limited for all expenses reasonably incurred in performing such Additional Services. Transeo Media Limited will invoice the Customer monthly for Additional Services performed and related expenses, such invoices to be paid in accordance with Condition 4.
- 9.3. Whilst Transeo Media Limited agree to provide the Additional Services using all reasonable care and skill, all warranties, conditions and other terms implied by law are excluded to the fullest extent permitted by law.

10. LIABILITY

- 10.1. The following provisions set out Transeo Media Limited's entire liability (including any liability for the acts and omissions of its employee's agents and sub-contractors) to the Customer in respect of the following which for the purposes of this condition shall be referred to as "Events of Default":
 - 10.1.1. any breach of its contractual obligations arising under the Contract; and
 - 10.1.2. any representation (except fraudulent) statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 10.2. Transeo Media Limited's liability to the Customer for death or injury resulting from its own or its employees', agents' or sub-contractors' negligence or fraudulent misrepresentation shall not be limited.
- 10.3. Subject to the provisions of Condition 10.2 above, Transeo Media Limited's entire liability in respect of any Event of Default or series of Events of Default shall be limited to £50,000.
- 10.4. Transeo Media Limited shall not be liable to the Customer in respect of :
 - 10.4.1. loss of profits, goodwill or any type of special indirect or consequential loss (including loss or damage suffered by the Customer as a result of an action brought by a third party) even if such loss was reasonably foreseeable or Transeo Media Limited had been advised of the possibility of the Customer incurring the same;
 - 10.4.2. any loss of or damage to data stored on the Customer's computer system(s);
 - 10.4.3. any loss arising as a result of any computer virus, logic bomb or other invasive program introduced to the Customer's computer system(s).

11. ORIGIN OF GOODS

- 11.1. Transeo Media Limited makes no representation and gives no warranty in respect of the source or origin of manufacture of the Goods or any part thereof.

12. DRAWINGS, SALES BROCHURES AND INSPECTION

- 12.1. Descriptions, illustrations and other advertisement material are intended to present a general idea of the products described therein and shall not form part of the Contract and unless otherwise specified in our quotation all such specifications including those of manufacturers or software authors submitted therewith are approximate only.
- 12.2. Specifications, drawings and technical descriptions submitted by Transeo Media Limited in connection with quotations are the subject of copyright and all such copyright material and information and know-how whenever supplied shall at all times be treated by the Customer as confidential and shall not without Transeo Media Limited's prior written consent be used by the Customer except for the purposes of adjudicating the quotation or in respect of placing the Contract with Transeo Media Limited and the operation of the Goods.
- 12.3. The obligation of confidentiality set out in Condition 12.2 above shall not extend to information, material or know-how which is trivial, obvious or already in the Customer's possession or in the public domain otherwise than as a result of breach of Condition 12.2.

13. FORCE MAJEURE

- 13.1. Notwithstanding anything contained in the Contract if Transeo Media Limited shall be prevented or delayed whether directly or indirectly, in the performance of any of its obligations under the Contract by reason of any cause whatsoever beyond Transeo Media Limited's control (including without limitation any prevention or delay caused by an act or omission of the Customer, industrial dispute or the unavailability of spare parts) and shall give notice thereof to the Customer specifying the period for which it is estimated that such prevention or delays will continue, Transeo Media Limited shall be excused from the performance of its obligations under the Contract from the date of such notice for so long as such prevention or delay shall continue.

14. NOTICE

- 14.1. Any notice required to be given by either party to the other shall be in writing and may be given by hand or sent by first class pre-paid letter post, facsimile transmission or any comparable means of communication to the other party at the address stated overleaf or such other address as may be subsequently notified to the other party.
- 14.2. Any notice will be deemed to have been received if by hand upon delivery, if by post three days after posting, and if by any instantaneous method of transmissions upon being sent.

15. GENERAL

- 15.1. The Contract is valid only if signed by an authorised Transeo Media Limited representative.
- 15.2. No waiver by Transeo Media Limited of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 15.3. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 15.4. The Contract shall be governed by the laws of England and the parties submit to the non-exclusive jurisdiction of the English courts.
- 15.5. No Condition of the Contract shall apply to the extent that it affects the statutory rights of consumers and the Customer is, for the purposes of any such statutory right, a consumer.