

FRAMA ONLINE RECREDITING TERMS AND CONDITIONS

1. **Services**
- 1.1 Frama (UK) Ltd, a company registered in England and Wales under number 2455845 and whose registered office is at 12 Helmet Row, London EC1V 3QJ (the "Company"), provides to the customer who signed the order form for the postage recrediting service (the "Customer"), FramaOnline, in respect of the Company's franking machine used by the Customer (the "Machine"), subject to the provisions of these terms and conditions ("Conditions").
- 1.2 The Company provides, subject to compliance by the Customer with all of its obligations set out in these Conditions, the services whereby the Company:
- (A) allows the Customer to connect its Machine to the Company's recrediting system ("Frama EPS");
- (B) transfers to Royal Mail the recredited sum on behalf of the Customer (collectively, the "Services").
2. **The Customer's obligations**
- The Customer shall:
- 2.1 make available a telephone line that is suitable to be connected to an analogue modem or LAN network point for the Machine to be linked to Frama EPS;
- 2.2 makes payment, by direct debit, cheque (made payable to the Company), credit card or bank transfer, of the Changes pursuant to Conditions 2.4 and 4 below;
- 2.3 submit via FramaOnline a request for postage recrediting ("Recrediting Request") which shall specify the amount of postage it requires in one of the amounts that is available for re-crediting, such amounts being published by the Company from time to time;
- 2.4 pay to the Company:
- (A) a fee which is payable for connecting the Machine to Frama EPS and recrediting the Machine, the amount of such charge being as published by the Company from time to time ("Recrediting Fee");
- (B) a charge payable when the ownership of the Machine which was connected to Frama EPS at any point is transferred to a third party and such third party wishes to subscribe to FramaOnline for the Machine to be reconnected, the amount of such charge being as published by the Company from time to time ("Reconnection Fee");
- (C) an annual fee ("Frama Remote Services Fee"); and
- (D) any other charges that may apply, if indicated in the order form as payable, (the "Charges").
- 2.5 shall give to the Company seven (7) Business Days' prior notice in the event that the Customer requires an unusually high volume of mail to be sent by it by using the Machine, and, for the purposes of any part of these Conditions, "Business Day" shall mean a day, other than a Saturday or Sunday, on which banks are open for ordinary banking business in London;
- 2.6 inform the Company immediately if the Customer moves address or ceases to use FramaOnline and/or Frama EPS; and
- 2.7 have a fully paid maintenance contract for the Machine with a maintenance service provider approved by Royal Mail.
3. **Reservation**
- 3.1 The Company shall not be obliged to allow recrediting in the way requested in the Recrediting Request until and unless sufficient funds enabling the Company to do so are received in cleared funds from the Customer or, in respect of Frama Remote Services Fee only, the person who is identified by the Company as the distributor of the Machine to the Customer (the "Distributor") pursuant to Condition 2.2. It shall be deemed that no fund is received by the Company until the expiry of seven (7) Business Days if the Customer chooses to make payment of any Charge by direct debit. The Company shall not be liable for not performing its obligations for the reason not receiving the Customer's payment regardless of whether this is due to its own fault.
- 3.2 The Company reserves the right to cease to provide the Services to the Customer if the Customer breaches any condition of the licence or approval granted to it by Royal Mail or the regulations set by Royal Mail, or any withdrawal, suspension or cancellation by the Royal Mail of the licence or approval granted by it from time to time.
- 3.3 The Company collects information on postage usage and related information when the Machine is connected to FramaOnline. The Company reserves the right to pass on this data to Royal Mail and other third parties.
4. **Payment**
- 4.1 The Recrediting Fee is payable by the Customer upon signing of the order form and then annually in advance unless otherwise provided in these Conditions, the order form or other written agreement that may be entered into between the Company and the Customer.
- 4.2 The Reconnection Fee is payable by the Customer who is the new owner of the Machine as described in Condition 2.4(B) above at or before the commencement of the Services after the transfer of the ownership (such date being the date of invoice issued by the Company), unless otherwise provided in these Conditions, the order form or other written agreement that may be entered into between the Company and the Customer.
- 4.3 The Frama Remote Services Fee is payable upon signing of the order form and then annually in advance on or before the anniversary of each day of the commencement of the Services (such date being the date of invoice issued by the Company) by (i) the Distributor or, (ii) the Customer (a) if the full amount of the Frama Remote Services Fee is not received by the Company from the Distributor when it is due, or if the Company believes that it will not receive the Frama Remote Services Fee from the Distributor when it becomes due and (b) the Company notifies the Customer that the Customer is liable for payment of the Frama Remote Services Fee under this Agreement from the date specified in the notice, unless otherwise provided in these Conditions, the order form or other written agreement that may be entered into between the Company and the Customer.
- 4.4 Each Charge is reviewed annually by the Company and the amount shall be notified to the Customer in the form of an invoice thirty (30) days prior to the anniversary of entering into this contract.
- 4.5 Unless otherwise provided herein or agreed in writing, all Charge and VAT shall be paid, without set-off or counterclaim, no later than fourteen (14) days from the date of the invoice (in advance for purchases made from the Company's web site), time being of the essence.
- 4.6 The Customer may not withhold payment of any invoice or other amount due to Company by reason of any right of set-off or counterclaim which the Customer may have or allege to have or for any reason whatsoever.
- 4.7 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 Customer shall reimburse the Company for all costs and expenses (including legal costs on an indemnity basis) incurred in the collection of any of the due payments.
- 4.8 If (i) the Customer fails to make payment for the 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 Machine; (iii) the Customer offers to make any arrangement with its creditors; (iv) the Customer commits an act of bankruptcy, or any petition in bankruptcy is presented against the Customer; (v) the Customer is unable to pay its debts as they fall due; (vi) being a limited company any resolution or petition to wind up the Customer (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 Customer's business or assets; or (viii) the Customer shall suffer any analogous proceedings under foreign law, the Company may in its absolute discretion and without

- prejudice to any other rights which it may have exercise any of its rights suspend the provision of all or part of the Services or terminate this contract.
- 4.9 The Company shall not be obliged to provide any service while any amount owed by the Customer to the Company remains outstanding beyond the due date for payment.
5. **Term**
- The term of this contract shall be one (1) year (the "Initial Period") from the date of the order form and this contract shall automatically continue after the Initial Period for a further year unless either party gives not less than three (3) months notice expiring at the end of the Initial Period that it does not wish it to continue. Thereafter, unless 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 thirty (30) days before the commencement of a forthcoming year that it wishes this contract to terminate.
6. **Force Majeure**
- 6.1 If the provision of any Services by the Company is delayed or prevented because it has been or is being prevented by any cause whatsoever outside the control of the Company, such provision shall be suspended. In such circumstances, the Company shall give written notice to the Customer and shall be entitled to cancel or suspend provisions. In any event the Company 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.
- 6.2 Provision of the Services shall resume as soon as the circumstances set out in Condition 6.1 above which are causing the delay cease, and the period during which the deliveries or provisions are to be made will be extended accordingly.
- 6.3 The Company shall not be deemed to be in breach of these Conditions and shall not be otherwise liable towards the Customer, 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 6.1 above of which it has notified the Customer.
7. **Liability**
- 7.1 The Company shall be under no liability whatsoever to the Customer for any indirect loss and/or expense (including but not limited to loss of profit) suffered by the Customer arising out of a breach by the Company of these Conditions. Subject to Condition 7.3 below, the Company's aggregate liability for all claims made by the Customer arising from or in connection with these Conditions including the Services shall not exceed £1 million in aggregate, provided that, if the Customer is also subject to any other terms and conditions in respect of sale of the Machine by the Company to the Customer and/or provision of maintenance services for the Machine, the Company's liability for all claims made by the Customer arising from or in connection with any such terms and conditions and these Conditions shall not exceed £1 million in aggregate.
- 7.3 Nothing contained in these Conditions shall take effect or be construed so as to limit the Company's liability in respect of fraudulent misrepresentation.
8. **Entire Agreement**
- The terms contained in these Conditions, together with any Company'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, unless otherwise expressly provided in these Conditions.
9. **Variations**
- These Conditions cannot be varied unless expressly agreed in writing with the Company and signed by an authorised representative of the Company.
10. **Partial Invalidity**
- The illegality or unenforceability of any provision of these Conditions shall not affect the legality or enforceability of the remaining provisions.
11. **Transfer or Reassignment**
- 11.1 The Customer shall not be entitled to assign the benefit of this contract without the prior written consent of the Company.
- 11.2 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.
12. **Sub-contract**
- The Company reserves the right to subcontract in whole or in part of any Services provided by it under this contract.
13. **Rights Cumulative**
- 13.1 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.
- 13.2 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.
- 13.3 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.
14. **Notice**
- 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 following:
- (A) For any notice given by the Customer to the Company, the Company's address set out in Condition 1.1.
- (B) For any notice given by the Company to the Customer, the Customer's address as appear on the order form or such other address as the Customer or the Distributor may have notified to the Company in writing before the notice is given.
15. **Termination**
- The Company shall be entitled to terminate this contract:
- (A) upon occurrence of any event set out in Condition 4.8;
- (B) if the Customer fails to pay the Charge that is due under these Conditions; or
- (C) if the Customer breaches any term of these Conditions.
16. **Non-payment**
- On termination, the Company reserves the right to collect any Charge due that may remain at that time.
17. **Governing Law**
- These Conditions and any non-contractual obligations arising from or connected with it shall be governed by English law and these Conditions shall be construed in accordance with English law. The parties agree to submit to the exclusive jurisdiction of the English courts.

The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
 - If there are any changes to the amount, date or frequency of your Direct Debit Frama (UK) Ltd will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Frama (UK) Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
 - If an error is made in the payment of your Direct Debit by Frama (UK) Ltd or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society.
- If you receive a refund you are not entitled to, you must pay it back when Frama (UK) Ltd asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.