

**PAPERCAST LIMITED  
STANDARD TERMS & CONDITIONS**

**1. GENERAL & TERM**

- 1.1 These terms and conditions (“**Terms**”) establish the general terms and conditions to which the parties have agreed in order to facilitate the provision of the Products and Services (as noted in clause 3 below) by Papercast Limited, a company incorporated in England and Wales (company number 10690376) whose registered office is at 55 Baker Street, London, United Kingdom, W1U 7EU (“**Papercast**”).
- 1.2 If there is any inconsistency between a provision of these Terms and a provision of any Quotation, the terms of the Quotation shall prevail.
- 1.3 Papercast may amend these Terms at any time. The amended Terms will apply in respect of any Quotation accepted by the Customer after the date the amended Terms are either provided to the Customer and/or become available on Papercast’s website [www.papercast.com](http://www.papercast.com). This includes any updates to the CMS Licences, the Data Protection Policy, the Product Warranty and/or the RMA Policy.
- 1.4 These Terms are deemed to apply to a Quotation once it is accepted as an Order, from the date of the commencement of the order as stated in the Quotation (or if earlier from the date any Product and/or Service is provided pursuant to a Quotation), until the earlier of:
- (a) the expiry of any term stated in the relevant Quotation; and/or
  - (b) the termination of these Terms in accordance with Clause 10 (Termination) below.

**2. INTERPRETATION**

- 2.1 The definitions applicable to these Terms are set out in Clause 16 (Definitions).
- 2.2 In the interpretation of these Terms unless the context otherwise requires or indicates:
- (a) references to particular clauses or annexes are to clauses or annexes of or to these Terms;
  - (b) 'Person' includes, (without limitation) a company or partnership;
  - (c) references to a company shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
  - (d) references to a person shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
  - (e) a reference to particular legislation is a reference to that legislation as amended, modified, consolidated, re-enacted or replaced from time to time and to all subordinate legislation made under it from time to time;
  - (f) any reference to a day shall mean a period of twenty-four (24) hours running from midnight to midnight;
  - (g) the singular includes the plural and vice versa (eg Product will include as relevant Products unless a specific Product is indicated in the context) and references to any gender shall be to both genders; and
  - (h) headings are inserted for convenience only and shall be disregarded for the purposes of interpretation.

**3. PRODUCTS & SERVICES**

- 3.1 The Customer may purchase Products subject to these Terms where these are offered in a Quotation in accordance with Clause 4 (Quotation & Order).
- 3.2 All products will display the Papercast Logo.
- 3.3 In addition to the purchase of the Products, the Customer may purchase hosting and support services (“**Services**”) from Papercast where these are offered in the Quotation in accordance with Clause 4 (Quotation & Order). Such Services will be subject to the following terms and conditions which will be incorporated into these Terms if indicated in the Quotation:
- (a) CMS License; and/or
  - (b) any other terms and conditions applicable to the Services as expressly stated in the relevant Quotation.

**4. QUOTATION & ORDER**

- 4.1 Papercast may provide a written Quotation to the Customer. A contract is formed between Papercast and the Customer on acceptance of the Quotation by the Customer or by the Customer otherwise committing to purchase the Products and/or Services in a written form acceptable to Papercast (an “**Order**”). On formation of a contract Papercast will issue an invoice to the Customer for the Products and/or Services and payment will be made in accordance with Clause 5.2.
- 4.2 Papercast may cancel or refuse to supply any Product and/or Service at any time in its sole discretion, provided that if Papercast cancels any provision or delivery as a result of Papercast's unwillingness or inability to supply any Products and/or Services, Papercast will refund any deposit paid by the Customer to the Customer (excluding any accrued interest). Except as set out in this clause, any deposit paid by the Customer will be non-refundable.
- 4.3 The Customer acknowledges that upon acceptance of any Quotation for the supply of Products and/or Services by the Customer, the Customer will be bound by that Quotation and will not be entitled to terminate, rescind or cancel any Quotation or Order, without Papercast's prior written consent, subject to Clause 10.1 (Termination).

**5. PRICE & PAYMENT**

- 5.1 The Charges payable for the Products and Services supplied by Papercast to the Customer will be:
- (a) the Charges stated in a Quotation or otherwise agreed between the parties in writing; or
  - (b) in the absence of any prices in a Quotation and/or agreement between the parties, Papercast's standard prices applicable for the Products and Services.
- 5.2 Payment terms will be set out in the Quotation, or if none are set out in a Quotation then payment will be made before Shipment.
- 5.3 Charges for the Products and Services may be revised by Papercast, in its sole discretion, at any time prior to acceptance by the Customer of the Quotation or Order. For the avoidance of doubt, Papercast is not liable for any additional costs that the Customer may incur (including without limitation any taxes, foreign exchange fluctuations, duties and the provision of any laws enacted after the date of acceptance of any Quotation or Order by the Customer) that are outside the reasonable control of Papercast, and the Customer agrees it is responsible for settling such costs.
- 5.4 Papercast is entitled to charge interest on any amounts overdue for payment by the Customer, together with actual costs (legal or otherwise) incurred by Papercast for the enforcement of payment of such overdue amounts. Interest will be charged on any overdue amount at the rate of 5% per annum above the base rate of the Bank of England from time to time. Interest shall accrue on a daily basis from the payment due date until the date of actual payment of the overdue amount, whether before or after judgment.
- 5.5 Unless expressly stated in writing, all amounts quoted by Papercast will be deemed to exclude VAT, sales tax, customs duties or any other form of government charges or taxes, which will be payable (where appropriate and relevant by applicable law) by the Customer at the same time as the Charges and in addition to the Charges.
- 5.6 Papercast may, in its sole discretion, set off any amount owing by the Customer to Papercast from any amount owing by Papercast to the Customer.

**6. SHIPMENT**

- 6.1 The Quotation will state whether Papercast or the Customer is responsible for the shipment of the Products from Papercast for Delivery to the Customer, shipment being from when the Products leave Papercast's premises and are in transit to the Customer (“**Shipment**”). Delivery of any Products by Papercast will be deemed to take place: (i) where Papercast is stated in the Quotation to be responsible for the Shipment when the Products are delivered to the address specified in any Quotation for delivery; or (ii) where in the Quotation the Customer is stated as being responsible for the Shipment, or in the absence of any address or Shipment

- responsibility being specified in any Quotation, when the Products are made available by Papercast for collection by the Customer or its representative from Papercast's premises ("Delivery"). If, as part of any Quotation, Papercast agrees to deliver the Products to an address specified in any Quotation, the Customer acknowledges that Papercast:
- (a) will charge the Customer an amount for Papercast's cost of delivery of the Products;
  - (b) may deliver the Products by separate instalments; and
  - (c) will not be liable to the Customer for any loss of revenue, loss of profits or any other indirect or consequential losses or liabilities incurred by the Customer on account of any Products not being delivered on any specified date. The delivery date on any Quotation will be indicative only. Papercast will have no responsibility for any delivery delays and the Customer will be required to accept delivery of the Products when tendered for Delivery. The Customer further acknowledges that there may be delays from the date of acceptance of any Quotation by the Customer before despatch by Papercast.
- 6.2 Subject to clause 6.3, the Customer will make all necessary arrangements to take Delivery whenever the Products are tendered for Delivery and will be responsible for unloading the Products from the delivery vehicle at its own cost. If the Customer is unable to take Delivery at the time of Delivery, or otherwise requests Papercast to delay Delivery, the Customer will pay to Papercast any reasonable costs incurred by Papercast in relation to the storage and redelivery of the Products and/or Services.
- 6.3 For the avoidance of doubt, where the payment terms pursuant to clause 5.2 are linked to Delivery, then the Customer will be obligated to pay Papercast for Delivery upon Papercast's Delivery to a location regardless of collection or delay by the Customer (where Papercast is responsible for the shipment pursuant to Clause 6.1) and/or on Papercast advising the Customer that a Shipment is ready for collection regardless of the Customer's failure to collect or delay in collecting (where the Customer is responsible for the shipment pursuant to Clause 6.1). If Papercast cannot make a Delivery due to the Customer's delay, then the payment terms will be triggered after two Business Days of Customer caused delays.
- 6.4 Incoterms 2020 rules (or any extension, replacement or revised version) will apply to all Shipments.
- 7. RISK & TITLE**
- 7.1 Unless otherwise agreed in writing in a Quotation accepted as an Order, all risk of loss, damage, deterioration or destruction to the Products will pass to the Customer on Shipment from Papercast.
- 7.2 Title to any Products will not pass to the Customer until Papercast has received payment in full in cleared funds for all Products supplied to the Customer.
- 7.3 Until title to the Products passes to the Customer under clause 7.2, the Customer will:
- (a) hold the Products as a bailee only; and
  - (b) maintain the Products in good order and condition and preserve the Products in their original form.
- 7.4 Without prejudice to Papercast's other rights and remedies, Papercast will be entitled to retake possession of any Products at any time prior to payment in full being received for those Products. The Customer grants Papercast an irrevocable right and authority to enter onto any place where such Products are situated or thought to be situated at any time and to take and resell the Products and to retain the proceeds from such sale. Any shortfall arising from such sale will be a debt due and owing to Papercast by the Customer.
- 8. WARRANTIES & RETURNS**
- 8.1 A limited warranty in respect of defects in materials and workmanship applies to the Products as set out in the relevant Papercast product warranty available at [www.papercast.com](http://www.papercast.com) ("Product Warranty"). Except as set out in the Product Warranty, Papercast makes no representation, warranty or undertaking (whether express or implied) in relation to the Products (including any warranty as to the merchantability, quality, or condition of the Products, compliance with the description of the Products, the suitability or fitness of the Products for the Customer's purposes, or the use of the Products). To the maximum extent permitted by law, all such representations, warranties and undertakings are excluded.
- 8.2 Where pursuant to the Product Warranty the Customer is entitled to return any products, additional terms as set out in the Papercast product RMA policy available at [www.papercast.com](http://www.papercast.com) ("RMA Policy") apply.
- 8.3 The Product Warranty and the RMA Policy are incorporated in these Terms by reference.
- 9. INTELLECTUAL PROPERTY**
- 9.1 The Customer acknowledges that as between the Customer and Papercast, unless expressly agreed in writing and signed by Papercast, Papercast will own all of the IPR relating to the Products and Services and any actual or possible development or improvement in the Products and Services ("Development IP").
- 9.2 The Customer acknowledges that it will not at any time acquire any right, title or interest in any kind in the IPR or the Development IP.
- 10. TERMINATION**
- 10.1 Either party may terminate an Order on thirty (30) calendar days written notice to the other party, if the other party:
- (a) commits a material breach of any term of these Terms which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) calendar days after being notified in writing to do so; and/or
  - (b) takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.
- 10.2 Without affecting any other right or remedy available to it, Papercast may terminate the relevant Order at any time with immediate effect by giving fourteen (14) calendar days' written notice to the Customer:
- (a) if Papercast determines (in its sole and absolute discretion) that it is commercially unviable, undesirable or detrimental to continue with any Order;
  - (b) there is a change of control of the Customer;
  - (c) the Customer has missed payments as these are due and payable; and/or
  - (d) the Customer's financial position deteriorates to such an extent that Papercast determines (in its sole and absolute discretion) the Customer's ability to adequately fulfil its obligations under this agreement has been or will be placed in jeopardy.
- 10.3 On termination or expiry of an Order subject to these Terms for any reason, any amounts paid or payable to Papercast for Products and/or Services provided to the date of termination and/or expiry will still be due and payable and will be settled by the Customer within thirty (30) calendar days of the date of such termination and/or expiry.
- 11. INDEMNITY & LIMITATION OF LIABILITY**
- 11.1 Neither party limits its liability for death, personal injury, fraud, wilful misstatement or any other liability to the extent the same cannot be excluded or limited by law.
- 11.2 Subject to clause 11.1, the maximum liability of Papercast to the Customer under an Order will be:
- (a) subject to paragraph 11.2 (c) below, in relation to any specific defective unit(s) of Product(s) will be limited at Papercast's sole discretion and as the Customer's sole and exclusive remedy to:
    - (i) the repair of that specific defective unit(s) of Product(s);
    - (ii) the replacement by Papercast of that specific defective unit(s) of Product(s); or
    - (iii) the refund of any amount actually paid or payable by the Customer for the specific defective unit(s) of the Product(s);
  - (b) subject to paragraph 11.2 (c) below, in relation to the Services (if relevantly indicated as being provided in an Order) will as the Customer's sole and exclusive remedy be limited to the fees paid or payable by the Customer for

- the specific defective Service(s) in the previous three (3) calendar months; and
- (c) in aggregate liability in cases for all liabilities, claims or other losses not covered under paragraphs 11.2 (a) and/or 11.2 (b) shall be limited to not more than the amount paid or payable under an Order for the Products and Services by the Customer to Papercast in the previous twelve (12) months from the date the claim, or event causing a connected claim, first arose. For the avoidance of doubt the amounts in paragraphs 11.2 (a) and/or (b) above shall count towards such aggregate liability limit for Papercast.
- 11.3 Nothing expressed or implied in these Terms will confer any liability on Papercast for any consequential, indirect or special loss, damage, cost or expense suffered or incurred by the Customer as a direct or indirect result of:
- (a) a breach by Papercast of any of its obligations under these Terms or relevant Order; or
- (b) any use of the Products or Services otherwise than in accordance with any relevant specifications notified or permitted in writing by Papercast to the Customer.
- 11.4 The Customer will indemnify Papercast at all times against any loss, damage or costs suffered or incurred by Papercast as a direct or indirect result of a breach by the Customer of any of its obligations under these Terms and relevant Order (including without limitation any third party claims for example overdraft or bank charges, debt collection, collection agency costs and/or legal costs on a solicitor/client basis) or claims by any third party against Papercast due to the Customer's breach of any notified terms of any CMS Licenses.
- 11.5 Subject to clause 11.1, in no event shall Papercast be liable to the Customer for any losses resulting from an act or omission of, or an event caused by, the Customer.
- 12. DATA PROTECTION**
- 12.1 The parties do not foresee that there will be processing of any personal data as part of the Products and/or the Services but, to the extent there may be inadvertently limited processing, the parties shall at all times comply with the Data Protection Policy.
- 12.2 In any event, at all times both parties will comply with any Applicable Data Protection Law.
- 13. DISPUTE RESOLUTION**
- 13.1 The parties will procure that each party's contract managers or appointed representatives with suitable authority to resolve issues (each a "**Contract Manager**") will meet and use their reasonable endeavours to resolve any Dispute. If the Dispute is not resolved between the Contract Managers within ten (10) Business Days of receipt of a written request from either party ("**Dispute Notice**"), the Dispute will be referred to a senior executive from each of the parties for resolution within twenty (20) Business Days from receipt of the Dispute Notice.
- 13.2 Notwithstanding clause 13.1, each of the parties may, by notice, require that a Dispute be referred directly to a senior executive from each of the parties at any time without the Contract Managers having first attempted to resolve the Dispute or a Dispute Notice having been issued.
- 13.3 If a Dispute is not resolved in accordance with the escalation procedure set out in clause 13.1 and/or 13.2, the Dispute will be resolved in accordance with the remainder provisions of this Clause 13 (Dispute Resolution).
- 13.4 A Dispute, which is a technical dispute, may at Papercast's sole discretion and request be referred to an independent expert for determination. If the parties fail to reach agreement within five (5) Business Days of notice being given from Papercast requesting such agreement, a person chosen on the application of Papercast by the President of the Centre for Effective Dispute Resolution ("**CEDR**") will be appointed. Any person appointed as an expert pursuant to this clause 13.4 will be referred to as an "**Expert**".
- 13.5 If an Expert is appointed under clause 13.4, the Expert will act as an expert and not an arbitrator. The parties will each have a right to make representations to the Expert. The decision of the Expert will be final and binding on the parties. The cost of the Expert will be borne equally by the parties unless the Expert determines otherwise.
- 13.6 The Customer's obligation to pay for the Products and/or the Services will not be affected by the dispute resolution procedure under this Clause 13 (Dispute Resolution).
- 13.7 Except in relation to injunctive relief or to protect or preserve a right of action, the Customer may not commence any court proceedings in relation to any Dispute until it has attempted to settle the Dispute in accordance with this Clause 13 (Dispute Resolution).
- 14. CONFIDENTIALITY & PUBLICITY**
- 14.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients, finances or other trade secrets of the other party, except as permitted by clause 14.2 or 14.3.
- 14.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Terms. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14;
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; and/or
- (c) if that information is no longer confidential due to the fact that it was already in the public domain before that party received it, but not through any action and/or breach of obligation by that receiving party.
- 14.3 Papercast may reference the Customer as a client of Papercast along with non-commercially sensitive details of any services provided in marketing materials and in publicity statements, unless this is expressly stated as not permitted in any authorised written communications between the parties.
- 14.4 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Terms.
- 15. GENERAL**
- 15.1 Force Majeure: If a Force Majeure Event occurs which prevents either Papercast or the Customer from performing any of its obligations under these Terms, the affected party is not liable to the other and will be released from its affected obligations for the period of the Force Majeure Event (provided it continues to take reasonable steps to mitigate the effects of the Force Majeure Event). If a Force Majeure Event continues for a continuous period of 60 (sixty) calendar days or more, either party may terminate these Terms with immediate effect by giving notice to the other party.
- 15.2 Assignment: The Customer shall not assign, transfer, charge or otherwise deal with any of its rights under these Terms without the prior written consent of Papercast. Papercast may assign, transfer, charge or otherwise deal with any of its rights under these Terms and novate any of its obligations under these Terms to Papercast's Affiliates or any purchaser of the business or assets (or part thereof) of Papercast and/or Papercast's Affiliates. The Customer shall, upon written request enter into any reasonable form of novation agreement or other documentation as Papercast may require.
- 15.3 Notices: All notices under these Terms shall be in writing, in English, and shall be delivered personally or by pre-paid registered or recorded delivery post (and air mail if overseas) or scanned and attached to an email that states that the attachment is a notice, consent or other communication related to this agreement to the recipient party at its address set out in the Quotation or to the email address set out in the Quotation or such other address or email address as notified to the other party in accordance with this clause as a 'Notice'. Notices shall be deemed to have been given on delivery, if delivered personally, or if sent by post, 48 hours after posting to the other's party address, or in the case of email which is deemed to be given or received at the time and on the day that the email leaves the communications system of the sender, provided that the sender does not receive any related error message at the time of sending.
- 15.4 Invalidity: If any provision of these Terms shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 15.5 Entire Agreement: These Terms specify the whole agreement

between the parties in respect of its subject matter and supersedes any prior written or oral agreement between them, and the parties confirm that they have not entered into these Terms on the basis of any representations that are not expressly incorporated in these Terms.

- 15.6 Variation: Subject to Papercast's rights in clause 1.3 of these Terms, no other amendment, variation or waiver of these Terms or any Quotation shall be valid unless in writing and duly executed by or on behalf of all the parties.
- 15.7 No Agency: Nothing in these Terms constitutes, or shall be deemed to constitute, a partnership between the parties nor make any party the agent of another party.
- 15.8 Waiver: No failure or delay by a party in exercising any right or remedy provided by law or under these Terms shall impair the right or remedy, or operate as a waiver or variation of it, or preclude its exercise at any subsequent time. No single or partial exercise of any right or remedy shall preclude any further exercise of the right or remedy or the exercise of any other right or remedy. The rights of the parties under these Terms are cumulative and may be exercised as often as the relevant party considers appropriate.
- 15.9 Third Party Rights. Unless it expressly states otherwise, these Terms and any Quotations do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 15.10 Counterparts. These Terms and the incorporated documents may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 15.11 Governing Law and Jurisdiction: These Terms shall be governed by, and construed in accordance with, the laws of England. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction in relation to any Dispute, Claim and/or other interpretation or issue under these Terms. Nothing in this clause 15.11 shall limit the right of Papercast to take proceedings against the Customer in any other court of competent jurisdiction in Papercast's sole discretion, to the extent Papercast deems this necessary to enforce its rights under the Terms. For the avoidance of doubt, the parties agree to conduct any such matters in English language.

## 16. DEFINITIONS

- 16.1 **"Affiliate"**: in relation to a party, any entity that directly or indirectly Controls, is Controlled by, or is under common Control with that party;
- 16.2 **"Applicable Data Protection Law"** means the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the UK enactment of the General Data Protection Regulations **"GDPR"**, any laws that replace, extend, re-enact, consolidate or amend the GDPR and/or any of the foregoing, and any other applicable laws and statutory guidance relating to the processing, privacy or use of personal data as applicable to the parties or any other relevant law that the Parties are subject to locally;
- 16.3 **"Business Day"** means a business day in England (that is a normal working day and not a public holiday, bank holiday, weekend or other non-normal working day);
- 16.4 **"Charges"**: means the charges in respect of the Products and Services as may be charged by Papercast from time to time;
- 16.5 **"Claim"**: any claims, demands, actions or proceedings;
- 16.6 **"CMS License"**: a license to use the Papercast content management system;
- 16.7 **"Control"**: and its derivatives means the power of a person to secure:  
 (a) by means of the holding of shares or the possession of voting power in an entity; or  
 (b) by virtue of any powers conferred by the articles of association or other document regulating or relating to an entity, that the affairs of that entity are conducted in accordance with that person's wishes.
- 16.8 **"Customer"**: means an entity purchasing the Products or Services;
- 16.9 **"Data"** means the personal data processed and controlled for the purposes described in these Terms;
- 16.10 **"Data Protection Policy"**: means the Papercast Data Protection Policy as attached to a Quotation or as located on the papercast.com website relevantly;
- 16.11 **"Dispute"**: means any dispute or Claim (including non-contractual disputes or Claims) arising out of or in connection with these Terms or their subject matter or formation;

- 16.12 **"Force Majeure Event"**: means any event affecting the performance by a party of its obligations under these Terms arising from or attributable to acts, accidents, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, civil war, revolution, acts of terrorism, pandemic or epidemic or similar events, government legislation or restrictions (including but not limited to travel or export restrictions); natural disasters such as earthquakes, sand storms, tidal waves and floods; component supplier delays, disruption in the supply chain, explosions and fires, strikes, lock outs and labour disputes of all kinds or other circumstances which are outside the reasonable control of the party concerned.
- 16.13 **"IPR"**: Intellectual Property Rights (IPR) are patents, utility models, rights to inventions, copyright and related rights, trade marks, moral rights, topography rights, trade or business names, domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, software, electronics and technical designs and configurations, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
- 16.14 **"Papercast Logo"**: Papercast trademarked logo in either permanent print or digital format;
- 16.15 **"Products"**: Papercast's products including but not limited to e-paper displays, battery or mains power modules, and/or solar power modules and/or other products Papercast makes available from time to time and/or other items as more fully described in the Quotation;
- 16.16 **"Product Warranty"**: has the meaning as set out in clause 8.1;
- 16.17 **"Quotation"**: the document containing the information shown in Annex 1 as provided by Papercast and executed by the Customer which incorporates by reference the Terms and describes the Customer's order-specific information;
- 16.18 **"RMA Policy"**: has the meaning as set out in clause 8.2;
- 16.19 **"Services"** has the meaning as set out in clause 3.3;
- 16.20 **"VAT"**: value added tax chargeable in the United Kingdom or any other jurisdiction as may be relevant.

## ANNEX 1 - QUOTATION

The following information will be included in the Quotation provided by Papercast to the Customer:-

- Customer name and address;
- Quotation date;
- Quotation number;
- Quotation time validity period;
- Papercast Products to be purchased (code, description, quantity);
- Papercast Services to be purchased (code, description, quantity, period);
- Charges for Products and Services;
- Applicable currency;
- Tax charges (if applicable);
- Payment terms;
- Shipping terms;
- Other information as applicable or required.