



Sales & Service Agreement



CUSTOMER DETAILS

Customer Name: Essex Cares Limited

Customer Order Number: ECL - 002

Customer Delivery Address:
As per 'Printer Site List' TO BE ATTACHED TO SIGNED COPY

Invoice Address (if different):
SEAX HOUSE VICTORIA ROAD SOUTH, CHELMSFORD,

Postcode:

Postcode: CM1 9WR

CONTACT DETAILS

Contact: Karen Tucciarone

Position: Procurement Manager

Tel/Fax: 07596 561275

Email: karen.tucciarone2@essexcares.org

Sales Contact: Daniel Lancaster

Tel: 07979747896

EQUIPMENT LOCATION

Expected Delivery Date:

Attached Forms:

Network Survey ☐

Site Survey ☐

Department:

Room:

Floor:

No. of Flights:

Steps per Flight:

Steps into Building:

Lift: Yes ☐

No ☒

Width:

Depth:

Additional information to assist with delivery (parking facilities, smallest width etc.):

Multiple sites as per attached, rollout plan and dates to be agreed with Hayden, Nuvem to complete full rollout included in total proposed costs.

Installation Contact: Hayden Collins

Position: IT Lead

Tel/Fax:

Email: Hayden.Collins@essexcares.org

EQUIPMENT TO BE REMOVED

Item Description	Serial No.	Location
All existing equipment to be collected FOC		
Site list will be provided by Nuvem		



EQUIPMENT TO BE SUPPLIED - To include all multifunctional products, ancillaries, facsimiles, print controllers etc.

Equipment Description	New	Not New	Equipment Cost (£)	Copy Charge (p)		Toner Inc Y/N	Maintenance Charge
				Black	Colour		
10x Toshiba E-Studio 4525AC	X		RENTAL	0.22	2.22	Y	N/A
To include RADF Scanner, 2 x Paper trays, Desk	X						
18 x Toshiba E-Studio 3025AC	X		RENTAL	0.22	2.22	Y	N/A
To include RADF Scanner, 2 x Paper trays, Desk	X						
28 x Papercut Hive Embedded Licences	X		RENTAL				
to include 3 years support							
6 x Additional Papercut Hive Embedded Licences			£3883.00				
to include 3 years support to be paid seperately.							
to include installation and configuration							
up to 12 x Toshiba 338CS MFP REFURBISHED		X	FOC	0.8	4.0		
FOC							
Integrated Software Support*			Included				
Delivery/Installation Charge			Included				
Total Cost (Excluding VAT)			Grenke rental				

Please note:


- Copy charges (pence per copy) will be invoiced monthly in arrears.
- At the end of the contract the following data cleanse options are available - Deletion / Removal & Retention / Destruction. This service will be charged at our current rates **

SOFTWARE DISCLAIMER

The Customer agrees to order and Nuvem Solution Limited agrees to provide the equipment in accordance with the terms and conditions that appear on page 4. If any products are to be connected to a computer or network system Nuvem Solution Limited does not provide any commitment to supply such products or other services without further evaluation of the Customer's software environment. Such evaluation will be documented, this documentation will form part of the contract. That document is not a contract in its own right but becomes a part of this contract upon signature of this document, whether that separate document be signed or not. The supply and installation of any product required to work in conjunction with the Customer's network or other software will always be subject to evaluation of that network/software environment at the time of supply. No commitment is offered or implied that equipment supplied but not connected at the time will necessarily be compatible at any future date without evaluation at such time. Planned changes to the Customer's network/software environment at any future date will require further evaluation before commitment of compatibility can be offered. In the event the customer's client/server firewall or antivirus software inhibits the functionality of the supplied equipment, it is the customer's responsibility to reconfigure the local firewall and/or antivirus software.

CONFIRMATION OF ORDER

Signed on behalf of the Customer:

Signature:  589AAD38CC8546C...

Print Name: Hayden Collins

Position: IT & Infrastructure Manager

Date: 29/07/2025

Signed on behalf of the Company:

Signature:  3E0FC0F3FE2A43A...

Print Name: Daniel Lancaster

Position: Director

Date: 7/29/2025

NOTES



TERMS AND CONDITIONS

A | Definitions

A1 | Definitions

"Agreement" means this agreement made between the Company and the Customer for the supply & maintenance of Equipment.
"Copy or Copies" means Standard Coverage single sided copies or prints up to A4 size paper. Copies or prints taken on paper larger than A4 size are charged as two copies.
"Copy Charge" means the copy charge specified on page 3 of this Agreement and as set out within paragraph C6. The "Customer" means the person body company or corporation whose name and address appears on page 2 of this Agreement.
"Standard Coverage" means black copies or prints of any % toner coverage and colour copies or prints with under 5% toner coverage.
"Equipment" means the equipment listed on page 3 of this Agreement.
The "Company" means Nuvem Solutions Limited, a company registered in England & Wales with registration number 12293946 and whose registered address is at 32 Park Cross Street, Leeds, LS1 2OH.
"Location" means (if the delivery is to be made to the Customers premises) the address specified as such on page 2 of this Agreement.
"Maintenance Charge" means the maintenance charge specified on page 3 of this Agreement.
"Working Hours" means 9.00 am to 5.00 pm Mondays to Fridays inclusive (excluding Bank Holidays and other statutory holidays).
"Customer Site Survey" means the document completed by the Customer and the Customer's network administrator in relation to any Equipment which is to be connected to the Customer's computer systems and/or network. "Consumable Items" means items including but not limited to toners, drums & imaging units.
"Services" means the maintenance services to be provided in respect of the Equipment as set out within paragraph C3.

A2 | Application of Agreement The terms in this Agreement shall apply to all the Company's sales and any variation to the terms herein and any representations about the Equipment and/or Services shall have no effect unless expressly agreed in writing and signed by an authorised representative of the Company. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Agreement. Nothing in this provision shall exclude or limit the Company's liability for fraudulent misrepresentation.

B | Supply Agreement

B1 | Basis of Supply Subject to the Company being satisfied as to the results of any evaluation of the Customer's network/software environment as referred to in the Customer Site Survey the Company shall supply to the Customer the Equipment. If the information contained within this Agreement or the Customer Site Survey is inaccurate, misleading or incomplete, the Company shall accept no liability whatsoever for any loss or damage suffered by you arising out of or in connection with the provision of the Equipment or Services. No Equipment order shall be deemed to have been accepted by the Company unless & until it is signed by a Company authorised representative.

B2 | Suitability The Customer agrees that it is responsible for ensuring that prior to purchase the Equipment is suitable for the Customers needs and meets its requirements. The Customer is also responsible for ensuring prior to purchase that the Equipment is compatible with any software, network or other items to which it is linked.

B3 | Payment Terms i. All payments in respect of the supply of the Equipment shall be in pounds sterling and shall be payable within 7 days of the date of the Company's invoice which will be raised on delivery ("Due Date"). ii. If the Customer fails to pay the Company's invoice, the Company shall be entitled to repossess the Equipment supplied, and for this purpose the Company shall be entitled to enter into and upon the premises where the Equipment is located without being liable for any damage necessarily or reasonably thereby occasioned.

B4 | Delivery

- i | Any dates quoted for delivery of the Equipment are approximate only and the Company shall not be liable for any delay in delivery of the Equipment howsoever caused. If no dates for delivery are specified then delivery shall take place within a reasonable time.
- ii | Time for delivery shall not be of the essence unless previously agreed by the Company in writing. If the Customer requests delivery on a specified time and/or date of their choosing or requires any specialist (non standard) delivery equipment or personnel, the Company will charge any additional delivery costs.
- iii | It is the responsibility of the Customer to obtain at the Customer's expense the necessary connections electrical and other facilities for the integration and operation of the Equipment on the Customers systems. The Equipment will correspond in all material respects with its specification at the time of delivery and will be free from material defects in quality and workmanship.
- iv | Any claim by the Customer which is based on any defect in the quality or condition of the Equipment or its failure to correspond with specification shall be notified to the Company within 3 days from the date of delivery. If the Customer does not notify the Company accordingly, the Customer shall be deemed to have inspected and accepted the Equipment and shall not be entitled to reject the Equipment.
- v | Subject to the other provisions of this Agreement, the Company shall not be liable for (a) any loss of profit, revenue or potential saving (in every case whether direct or indirect); (b) any direct or indirect, special or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) (even if caused by the Company's negligence), nor shall any delay entitle the Customer to terminate or rescind the Agreement.
- vi | The Company may deliver the Equipment by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of this Agreement. Each instalment shall be a separate Agreement and no cancellation or termination of any one Agreement relating to an instalment shall entitle the Customer to repudiate or cancel any other Agreement or instalment.

B5 | Risk Risk of damage to or loss of the Equipment shall pass to the Customer when the Company has delivered the Equipment and the Customer must ensure that the Equipment are insured for its full replacement value against loss or damage and against all prudent and normal insurance risks.

B6. Title

- i | Notwithstanding delivery and the passing of risk in the Equipment, or any other provision of this Agreement, the title in the Equipment shall not pass until the Company has received in cash or cleared funds payment in full of the price of the Equipment and all other goods and services agreed to be sold or supplied by the Company to the Customer for which payment is then due.
- ii | Until such time as the title in the Equipment passes the Customer shall hold the Equipment as the Company's fiduciary agent and bailee, and shall keep the Equipment separate from that of the Customer and third parties and shall properly store, protect, insure for their full price against all risks to the reasonable satisfaction of the Company and identify it as the Company's property.
- iii | The Customer's right to possession of the Equipment shall terminate immediately if (a) the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Agreement or any other contract between the Company and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or (b) the Customer encumbers or in any way charges the Equipment.
- iv | The Customer grants the Company, its agents and employees an irrevocable license at any time to enter any premises where the Equipment is or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.
- v | On termination of the Agreement, howsoever caused, the Company's rights contained in this provision shall remain in effect,

C | Services Agreement

C1 | Commencement The agreement shall commence on the installation date of the final machine for 36 months, and shall continue thereafter unless and until terminated in accordance with these conditions.

C2 | Termination This Services Agreement will terminate if:

- i | The Customer gives a minimum of 90 days' written notice to terminate; or
- ii | In the event that the Copy Charge for the Equipment in any quarter falls below 50 per cent of the average Equipment quarterly Copy Charge since the date of installation or the Customer cancels the Direct Debit Mandate.
- iii | The charges due upon termination shall be twelve months of any Maintenance Charge plus the greater of the following: -
 - a | Charges for actual Copies taken on the Equipment during the notice period or
 - b | The equivalent of twelve months charges based on the average quarterly Copy Charge of the Equipment subject to termination measured over the total installed life of the Equipment subject to termination. All charges will be calculated using the Copy Charge per Copy in force at the time notice is given. Un-expired periods of pre-paid service charges at the time of effective termination are not refundable.

C3 | Services The Company will subject to the due performance by the Customer of its obligations under this Agreement, including, but without prejudice to the generality of the foregoing, its obligations under paragraph C8, provide the Services within Working Hours at the Location. The Services will include: -

- i | In the first instance where possible remote diagnostics & repair of the fault.
- ii | Routine maintenance service and regular checks as deemed necessary by the Company.
- iii | Emergency repair visits as soon as reasonably practicable to deal with break downs and operational problems when notified by the Customer unless other arrangements are expressly agreed in writing between the parties.
- iv | Provision of Parts and labour within the Maintenance Charge except those subject to exclusions in paragraph C4.
- v | Provision of Parts, Consumable Items and labour within the Copy Charge except paper, staples and those subject to exclusions in paragraph C4.

C4 | Exclusions The Maintenance Charges and/or the Copy Charges shall not cover repair and/or maintenance in the circumstances set out below for which the Customer shall be charged separately and additionally at the Company's then current rates: -

For repairs and/or maintenance necessitated by damage or defect due to theft, fire, water, accident, neglect, careless or wrongful usage of the Equipment or by the use of accessories including paper or consumable items that have not been approved by the Company, or the use of equipment/software other than that provided by the Company which is found to be at fault, failing properly to perform, or different from that previously understood by the Company to be in use in relation to the Equipment.

- ii | For Consumable Items for each item of Equipment for which a Maintenance Charge is payable.
- iii | For Services requested or required to be performed outside of Working Hours or other than at the Location.

C5 | Customer's Breach Parts, Consumable Items or labour supplied to the Customer as a result of the Customer being in breach or whilst the Customer is in breach of any of the conditions or undertakings in this Agreement will be charged to the Customer separately additionally and at the Company's then current rates.

C6 | Copy Charge Except where clause C4 applies, the Copy Charge is to cover the repair and maintenance of the Equipment supplied. Each metered Copy Charge is for one single sided Copy or print made on the Equipment up to A4 size.

C7 | Payment of Charges

- i | The Customer shall pay in advance to the Company the Maintenance Charge.
- ii | Copy Charges and any other charges due shall be payable within 30 days of invoice date by Direct Debit or invoice where agreed.

C8 | Increase in Charges The Company may increase the Maintenance Charges and the Copy Charges payable under this Agreement with effect from any date or dates on or after the first anniversary of the date on which the Equipment is installed by not less than 30 days prior written notice to the Customer provided that:

- i | the Company may only so increase the said charges with effect from one date in each year of the Agreement; and
- ii | any such increase shall be up to a maximum of 5%.

C9 | Estimates The Company reserves the right to make reasonable estimates for copy usage and to invoice the Customer on that basis if actual usage is not advised by the Customer. Any adjustment in relation to actual usage for the relevant period will be taken into account in the next invoice based upon a meter reading supplied by the Customer or obtained by the Company.

C10 | Drums and Consumables Drums (if fitted) and all other Consumable Items not separately paid for in full by the Customer remain the property of the Company until used whereupon the Customer shall be liable to pay the Company a charge therefore based upon actual or estimated usage in accordance with the Maintenance Charges and/or the Copy Charges. The Customer must return to the Company or be liable to pay separately for unused drums and Consumable Items when the Equipment is sold, transferred or ceases to be used.

D | GENERAL

D1 | Customer's Undertakings The Customer undertakes to:-

- i | Keep the Equipment at the Location and not to move it without the Company's written consent;
- ii | Grant the Company and its representative's, in a timely manner and at no charge, reasonable access to the Location and Equipment during Working Hours to perform repair inspection maintenance or other work deemed necessary by the Company;
- iii | Agree to be responsible for advising the Company of any health and safety guidelines and providing our staff with any personal protective equipment which is appropriate to their working environment whilst on the Customer's premises and the Company will follow any reasonable health and safety rules which may apply. The Customer agrees and acknowledges that the Company may suspend the Services without liability, if in its reasonable opinion a member of the Company's staff is at risk.
- iv | Provide the Company with accurate copy usage meter readings by any reasonable means as may be from time to time required by the Company.
- v | Cooperate with the Company in all matters relating to the Services

D2 | Payment

- i | No payment shall be deemed to have been received until the Company receives cleared funds.
- ii | If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to charge the Customer interest (both before and after judgment) on the amount unpaid, at the rate of 5% per annum above Barclays Bank Plc base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest). The Company also reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- iii | Time for payment is of the essence.
- iv | The Customer shall make all payments due under this Agreement without any deduction by way of set-off, counterclaim, discount, and abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer

D3 | Limitation of Liability All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Agreement. Except in respect of death or personal injury caused by the Company's negligence, or for any other matter for which it would be illegal for the Company to exclude or attempt to exclude its liability, the Company shall not be liable to the Customer for any loss or damage (whether direct, indirect, special or consequential), costs, expenses or other claims (howsoever caused) which arise out of or in connection with the Agreement including but not limited to loss of data, system or network downtime, loss of profit, loss of business, revenue, anticipated savings or damage to goodwill. Subject to this the Company's entire liability to the Customer in respect of this Agreement shall not exceed the amount paid by the Customer for the Equipment and any icrvices provided in respect of the Equipment up to the date the breach occurs, or other liability arises. The Customer hereby indemnifies the Company and keeps it indemnified from and against all actions, proceedings, claims, demands, costs, damages and expenses arising from its use of the Equipment, howsoever arising.

D4 | Force Majeure The Company shall not be liable to the Customer or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of its obligations under this Agreement if the delay or failure was due to any cause beyond the Company's reasonable control.

D5 | Value Added Tax All prices and charges are subject to the addition of value added tax at the appropriate rate ruling at the tax point for these charges.

D6 | Governing Law This Agreement is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the English courts. In the event that any of the Clauses in this Agreement are ruled invalid by an English Court of law where alteration or deletion of all or part of such Clause would render it valid within the general meaning of this Agreement then this Agreement will be taken to stand with such reasonable deletion or alteration as is required to render the Agreement valid.

D7 | Waiver No failure of the Company to enforce at any time or for any period of time any of the provisions of this Agreement shall be construed as a waiver of any such provisions or a waiver of the right of the Company thereafter to enforce each and every such provision.

D8 | Entire Agreement This Agreement contains the entire agreement and understanding of the parties with respect to its subject matter and supersedes all prior agreements, written or oral, with respect thereto.

D9 | Notices Any notice given under this Agreement shall be in writing and may be served in person, or by registered or recorded delivery mail, or by e-mail (e-mail notices to be confirmed by post). Each party's address for the service of notice shall be as stated on the Agreement or such other address as it specifies by notice to the other. A notice shall be deemed to have been served if it was served in person at the time of service, if it was served by post, or e-mail 48 hours after it was posted, or e-mailed.

D10 | Company Termination Notwithstanding C2 above, the Company may terminate this Services Agreement by giving a minimum three months written notice to terminate

D11 | Assignment The Customer shall not be entitled to subcontract or assign this Agreement without the written consent of the Company.

D12 | Export Control The Customer acknowledges that the Equipment and/or Consumable Items are or may be subject to export control restrictions applicable to the Company and/or its parent or subsidiary companies under English or other laws. Customer will not do or omit to do anything that would place the Company and/or any such parent company in breach of the said laws. The Customer shall obtain all necessary governmental authorisations and consents for the export of the Equipment and/or Consumable Items.

D13 | Anti-Corruption Obligation The Supplier must not and must procure that its employees and agents do not offer, give or agree to give any person or accept or agree to accept from any person any bribe, gift, payment, financial or non-financial advantage or benefit, which constitutes a corrupt and illegal practice under the laws of any country, either directly or indirectly in connection with this Agreement (the Anti-Corruption Obligation). The Customer must disclose in writing to the Supplier immediately full details of any breach of the ongoing Anti-Corruption Obligation.

D14 | Data Protection Personal data supplied to the Company by the Customer for the purposes of this contract will be processed for those purposes in accordance with the Data Protection Act 2018 and (where applicable) the General Data Protection Regulation. All such processing will take place in accordance with the provisions of the Privacy Policy published on our website from time to time.

(Version 01/2020)