

**WEIGHTRON BILANCIAI LIMITED**  
**TERMS AND CONDITIONS FOR SALE AND INSTALLATION OF HARDWARE**

**1 Scope and Interpretation**

- 1.1 These terms and conditions (**Hardware Terms**) together with the Order Form (to the extent the Order Form applies to the supply and installation of Hardware) constitute the contract between the Buyer and Supplier (**Hardware Contract**) for the sale and installation of the Hardware by the Supplier. Separate terms and conditions apply to maintenance of the Hardware and the development, supply and support of software.
- 1.2 In these Hardware Terms each capitalised term will have the meaning set out in Schedule 1 (Definitions) or as defined by bold, bracketed text.

**2 Orders**

- 2.1 The Hardware Contract shall take effect on the earlier of the date on which the Order Form becomes signed by both parties and/or upon the Buyer receiving the Order Confirmation from the Supplier and the date when the Supplier takes any action towards fulfilling the Hardware Contract (**Commencement Date**). The Supplier has no obligation to accept any Order Forms.
- 2.2 The Hardware Contract constitutes the entire agreement between the parties in relation to its subject matter. The Buyer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Hardware Contract.
- 2.3 Any provisions not set out in the Hardware Contract, including but not limited to, any the Buyer applies or purports to apply by way of any purchase order/order confirmation or similar document, shall have no application to the sale and installation of the Hardware by the Supplier, however those provisions are introduced. The Buyer acknowledges and agrees that the Supplier shall not be bound by any such provisions.

**3 Cancellation of Hardware Contract**

- 3.1 Save as provided by clause 13.1, the Buyer shall have no right to terminate the Hardware Contract. The Deposit paid by the Buyer and any pre-paid charges shall be non-refundable.

**4 Supply of Hardware**

- 4.1 The Buyer is responsible for ensuring that the Specification meets its requirements.
- 4.2 The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements and shall have no liability to the Buyer in respect of any such amendment.
- 4.3 The Supplier shall deliver the Hardware to the Location. Delivery of Hardware shall be completed on the Hardware's arrival at the Location. The Supplier shall use reasonable endeavours to deliver the Hardware on the Delivery Date. The time of delivery shall not be of the essence in this Hardware Contract.
- 4.4 The Supplier may deliver Hardware by instalments. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel or reject any other instalment.
- 4.5 If the Buyer fails to accept or take delivery of any Hardware then the Supplier may resell or otherwise dispose of that Hardware and, after deducting storage, insurance, selling and other costs incurred, charge the Buyer for any shortfall below the charges for that Hardware. If the Supplier is unable to sell the relevant Hardware within a reasonable time period, the Supplier may charge the Buyer for the full amount of the charges for that Hardware.
- 4.6 If the Buyer causes a delay to the delivery or installation of the Hardware and the Supplier can demonstrate that the delay has resulted in an increase in cost (**Additional Costs**) to the Supplier of carrying out its obligations under the Hardware Contract, the Supplier may notify the Buyer that it wishes to increase the charges by an amount not exceeding any such Additional Costs. The Supplier may invoice the Buyer for any Additional Costs within 14 days of demonstrating the Additional Costs.
- 4.7 Title to the Hardware shall not pass to the Buyer until the Supplier receives payment in full (in cleared funds and including any Additional Costs) for that Hardware.
- 4.8 The risk in the Hardware shall pass to the Buyer on the earlier of completion of delivery in accordance with clause 4.3 and the Supplier receiving payment in full for the Hardware.
- 4.9 Until title to the Hardware has passed to the Buyer in accordance with clause 4.6, the Buyer shall hold the Hardware on a fiduciary basis as bailee for the Supplier and the Buyer shall:
- 4.9.1 keep and maintain the Hardware in excellent condition (including without limitation ensuring that all maintenance and servicing set out in the User Guide is carried out) and clearly marked as the property of the Supplier and shall keep it insured against all risks for its full price and to the Supplier's satisfaction;
- 4.9.2 not sell, pledge or in any way charge by way of security for any indebtedness the Hardware, and
- 4.9.3 not remove the Hardware from the Location.
- 4.10 If before title to Hardware passes to the Buyer, the Buyer becomes subject to any of the events listed in clauses 13.2.1 to 13.2.3 (inclusive) or the Hardware Contract is terminated for any other reason then, without limiting any other right or remedy the Supplier may have, the Supplier may at any time:
- 4.10.1 require the Buyer to deliver up all such Hardware in its possession or control; or

- 4.10.2 enter any premises of the Buyer to recover the Hardware and the Buyer hereby grants an irrevocable license to the Supplier, its officers, employees and agents, to enter any premises of the Buyer (including with vehicles and removal equipment) to remove any such Hardware; or
- 4.10.3 recover the relevant Hardware from the premises of any third party where it is located and the Buyer shall use (at the Buyer's sole cost and expenses) best endeavours to facilitate such recovery.

**5 Installation of Hardware**

- 5.1 The Supplier and Buyer shall agree where within the Location, and how, installation of the Hardware is to take place. The Buyer acknowledges that such location will be an approximation and that the actual location of installation may need to be changed at the Supplier's discretion. On request, the Buyer shall facilitate access to the Supplier to carry out a survey/analysis of the Location and shall provide all necessary assistance to the Supplier to enable the Supplier to determine how installation is to be carried out. The Supplier reserves the right at its absolute discretion to change how installation is to be carried out.
- 5.2 The Buyer consents to the Supplier carrying out the installation of the Hardware in the manner the Supplier deems fit. The Supplier shall not be responsible for any remedial works or cleaning costs.
- 5.3 The Supplier shall use reasonable endeavours to install the Hardware on the Installation Date. Time of installation is not of the essence.

**6 Charges and payment**

- 6.1 The charges payable for the purchase of the Hardware, delivery and installation are set out on the Order Form. If no charges are set out on the Order Form, charges shall be calculated in accordance with the Supplier's standard rates applicable at the time of delivery. Any charges stated are exclusive of VAT and any other import taxes, duties or other similar charges which the Buyer shall also pay.
- 6.2 The Supplier may increase its delivery and installation charges to take account of additional time or costs incurred which have not been included as part of the charges stated on the Order Form.
- 6.3 The Buyer shall pay the Deposit on or before the Deposit Payment Date.
- 6.4 The Supplier shall raise invoices for the remaining charges in accordance with the timings stated on the Order Form or, if no such timings are stated, on delivery of the Hardware. The Buyer must pay all invoices in cleared funds by payment into the bank account nominated by the Supplier before the end of the calendar month in which the invoice was raised.
- 6.5 If the Buyer fails to pay any sum due under the Hardware Contract by the due date for payment then the Supplier shall be entitled to charge interest on the overdue amount at the rate of 5% per annum above Lloyds Bank Plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment, whether before or after judgment.

**7 Warranties**

- 7.1 Any samples, drawings, descriptions, illustrations or advertising materials issued by or on behalf of the Supplier are for the sole purpose of giving an approximate idea of the Hardware and have no contractual force.
- 7.2 Subject to clause 7.8, the Supplier warrants that on delivery, and for the Hardware Warranty Period the Hardware shall be free from material defects in design, material and workmanship and shall in all material respects correspond with its Specification.
- 7.3 The Supplier warrants to the Buyer that the installation of the Hardware and any other services provided under this Hardware Contract (together **Services**) shall be performed with reasonable care and skill.
- 7.4 Subject to clause 7.5, if the Buyer gives notice in writing during the Installation Warranty Period that any of the Services were not performed in accordance with the warranty set out at clause 7.3, then the Supplier shall, at its sole option, re-perform or make good the defective Service or refund the Buyer for any charges already paid in respect of such Service.
- 7.5 The Supplier's obligations under clause 7.4 are strictly subject to:
- 7.5.1 the Buyer promptly notifying the Supplier upon discovery of the defect;
- 7.5.2 the Supplier being given a reasonable opportunity to examine such alleged defect; and
- 7.5.3 the Supplier, acting reasonably, determining that the relevant Service was not performed in accordance with clause 7.3.
- 7.6 Subject to clauses 7.7 and 7.8, if the Buyer gives written notice during the Hardware Warranty Period that any of the Hardware does not comply with the warranty set out in clause 7.2 then the Supplier shall, at its sole option, repair or replace the defective Hardware, or refund the charges already paid for the defective Hardware only. The amount of any refund will be reduced to reflect any diminution in value of the Hardware resulting from damage to, or failure to properly maintain, the Hardware and to reasonably reflect any use by the Buyer.
- 7.7 The Supplier's obligations under clause 7.6 are strictly subject to:
- 7.7.1 the Buyer promptly notifying the Supplier upon discovery of the defect;

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- 7.7.2 the Supplier being given a reasonable opportunity to examine such Hardware;
- 7.7.3 the Buyer (if asked to do so by the Supplier) returning such Hardware to the Supplier at the Supplier's cost;
- 7.7.4 the Supplier, acting reasonably, determining that the Hardware is defective such that it does not comply with the warranty given under clause 7.2; and
- 7.7.5 the Buyer transferring (with full title guarantee) title in the defective Hardware to the Supplier where the Supplier has elected to refund the charges paid for the Hardware pursuant to clause 7.6 and title to the Hardware has already passed to the Buyer.
- 7.8 The Supplier shall not be liable for Supplier's failure to comply with any warranty in clause 7.2 if:
- 7.8.1 the defect arises because the Buyer has failed to follow the User Guide, any oral or written instructions of the Supplier or good trade practice in respect of the Hardware or because the Buyer alters or repairs the Hardware without the Supplier's prior written consent;
- 7.8.2 the defect arises as a result of the Supplier following any design, specification or requirement of the Buyer;
- 7.8.3 the defect arises as a result of fair wear and tear, wilful damage, negligence (not by the Supplier), abnormal working conditions or any act or omission of the Buyer; or
- 7.8.4 the Hardware differs from the specification as a result of changes made in accordance with clause 4.2.
- 7.9 Except as provided in this clause 7, the Supplier shall have no liability to the Buyer in respect of the Supplier's failure to comply with the warranties set out in clause 7.2 and 7.3 or the Hardware Contract generally. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Hardware Contract.
- 7.10 The terms of the Hardware Contract shall apply to any repaired or replacement Hardware supplied under clause 7.6, however, such repaired or replacement Hardware shall only benefit from the warranties provided under this clause 7 for the unexpired element of the original Hardware Warranty Period relating to the repaired or replaced Hardware. The terms of this Hardware Contract shall not apply to any re-performed Services.
- 7.11 Each party warrants that it has full capacity and authority, and all necessary licenses, permits and consents to enter into and perform the Hardware Contract and that those signing the Hardware Contract are duly authorised to bind the party for who they sign.
- 8 Buyer's obligations**
- 8.1 The Buyer shall:
- 8.1.1 provide and procure all reasonable assistance, access and information as required by the Supplier;
- 8.1.2 obtain and maintain at its own cost all necessary licences (including without limitation any import/export licences), permissions and consents required in relation to the delivery, installation and use of the Hardware;
- 8.1.3 ensure that the Location is suitably and properly prepared for the delivery and installation of the Hardware in accordance with the Supplier's instructions and is safe for entry by the Supplier and its employees and sub-contractors;
- 8.1.4 provide such access to the Buyer's premises (including the Location) and other facilities as reasonably required by the Supplier; and
- 8.1.5 comply with any additional obligations set out in the Order Form.
- 9 Relief Events**
- 9.1 The Supplier shall not be in breach of the Hardware Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Hardware Contract if such delay or failure results from any events, circumstances or causes beyond its reasonable control including, without limitation, acts of God; natural disasters; terrorist attacks; civil war, commotion or riots; imposition of sanctions or embargos; any law or action taken by a governmental or public authority (including without limitation export or import restrictions, quotas or prohibitions); failure to obtain or renew, or the cancellation of, any licence, permit or consent; collapse of buildings; unavailability, interruption or failure of utility supplies; labour or trade disputes, strikes or industrial action; and non-performance by suppliers or subcontractors (**Force Majeure Event**).
- 9.2 If any act or omission of the Buyer (including without limitation the Buyer failing to comply with its obligations under the Hardware Contract) causes or contributes to the Supplier failing or being delayed in the delivery or installation of any Hardware or the Supplier's performance of any other obligation under the Hardware Contract, or if the Buyer fails to make a payment under the Hardware Contract when due, (**Relief Event**), the Supplier shall without limiting its other rights or remedies:
- 9.2.1 have the right to suspend performance under the Hardware Contract until the Buyer remedies the default; and
- 9.2.2 have the right to rely on the Relief Event to relieve it from the performance of any such obligation; and
- 9.2.3 have no liability howsoever arising from the Supplier's failure or delay to perform any such obligation.
- 9.3 The Buyer acknowledges that where the Supplier exercises any of the remedies under clauses 9.2.1 and 9.2.2, it may not be possible for the Supplier to recommence performance of its obligations immediately on the remedying of the Relief Event by the Buyer. As such, any recommencement of performance will be subject to the Supplier's ability to re-allocate its resources accordingly.
- 9.4 The Buyer shall reimburse the Supplier on written demand for any Losses sustained or incurred by the Supplier arising from the Relief Event. Such Losses may include, without limitation, the costs of the Supplier being unable to re-allocate or otherwise utilise its personnel and the costs associated with delivering and installing the Hardware at a later date.
- 9.5 When agreeing the Delivery Date and Installation Date the Supplier takes into account a number of factors which impact the lead time for delivery and installation. Such lead times do not start to run until the Deposit is paid. Without prejudice to the foregoing, any delay in payment of the Deposit will impact the Delivery and Installation Dates.
- 9.6 Installation is strictly subject to the Buyer having returned a completed Foundations Ready Form (as provided by the Supplier) (**FRF**) within the timescales required by the Supplier, and the copy of the FRF being complete and accurate. Any delay in the Buyer providing a completed FRF shall delay installation.
- 10 Intellectual Property**
- 10.1 All intellectual property rights in or arising out of or in connection with the Hardware, its Specification, the Delivery Information Pack and any Services performed by the Supplier shall be owned by the Supplier.
- 11 Indemnities**
- 11.1 To the extent that Hardware is manufactured in accordance with the Specification and all or part of the Specification is supplied by the Buyer, the Buyer shall indemnify (and keep indemnified) and hold harmless the Supplier against all Losses suffered or incurred by the Supplier in connection with any claim for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification (or relevant part thereof).
- 11.2 The Buyer shall indemnify (and keep indemnified) and hold harmless the Supplier against any Losses arising from or in connection with any breach by the Buyer of its obligations under clause 8 or clause 12.3.
- 12 Liability**
- 12.1 Nothing in this Hardware Contract shall limit or exclude the Supplier's liability for:
- 12.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- 12.1.2 fraud or fraudulent misrepresentation;
- 12.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- 12.1.4 any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 12.2 Subject to clause 12.1:
- 12.2.1 the Supplier shall not be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit (direct or indirect), loss of business, loss of revenue, loss of (or loss and liability under) other contracts, loss of production, loss of use, loss of anticipated savings or any indirect or consequential loss arising under or in connection with the Hardware Contract; and
- 12.2.2 the Supplier's total liability to the Buyer for all other losses arising under or in connection with the Hardware Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total amount of the charges paid by the Buyer for the Hardware under the Hardware Contract.
- 12.3 Where any Hardware is designed to be used for safety purposes, the Buyer agrees that it will not be the only safety system it employs in respect of the relevant risks and agrees to employ other protective measures against such risks to protect against the relevant Hardware failing to perform.
- 13 Termination**
- 13.1 Without limiting its other rights or remedies, either party may terminate the Hardware Contract with immediate effect by giving written notice to the other party if the other party commits a material breach of any term of the Hardware Contract and (if such a breach is remediable) fails to remedy that breach within twenty-one (21) days of that party being notified in writing to do so.
- 13.2 Without limiting its other rights or remedies, the Supplier may terminate the Hardware Contract with immediate effect by giving written notice to the Buyer if the Buyer:
- 13.2.1 takes any step or action in connection with it 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 any such step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

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- 13.2.2 the Buyer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 13.2.3 the Buyer's financial position deteriorates to such an extent that in the Supplier's opinion the Buyer's capability to adequately fulfil its obligations under the Hardware Contract has been placed in jeopardy; or
- 13.2.4 the Buyer fails to pay any amount due under the Hardware Contract on the due date for payment and remains in default not less than seven (7) days after being notified in writing to make such payment.
- 13.3 Where the Supplier is entitled to terminate the Hardware Contract under this clause 13, it shall also be entitled to terminate any other contracts with the Buyer.
- 13.4 Termination of the Hardware Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Hardware Contract which existed at or before the date of termination.
- 13.5 Any provision of the Hardware Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
- 13.6 On termination of the Hardware Contract for any reason:
- 13.6.1 the Buyer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of any Hardware or services supplied and any costs or expenses already incurred by the Supplier but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Buyer immediately on receipt;
- 13.6.2 the Buyer shall on request return or destroy, or permanently erase, any Confidential Information of the Supplier; and
- 13.6.3 the Buyer shall return all of the Supplier's materials and equipment and if the Buyer fails to do so, then the Supplier may enter the Buyer's premises and take possession of them.

**14 General**

- 14.1 **Confidentiality.** Each party undertakes that it shall not at any time disclose to any person any Confidential Information of the other party, except as permitted by clause 14.2.
- 14.2 Each party may disclose the other party's confidential information:
- 14.2.1 to its employees, officers, representatives or advisers (and in the case of the Supplier being the recipient of the Buyer's Confidential Information, to its Affiliates, agents and subcontractors) who need to know such information for the purposes of exercising the party's rights or performing its obligations under or in connection with the Hardware Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses such confidential information comply with clause 14.1; and
- 14.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Hardware Contract.
- 14.4 The Supplier may refer to the Buyer as being a client of the Supplier in customer reference lists, sales presentations, advertising or press releases.
- 14.5 **Assignment and other dealings.** The Buyer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Hardware Contract without the prior written consent of the Supplier.
- 14.6 **Variation.** No variation of the Hardware Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 14.7 **Waiver.** A waiver of any right or remedy by the Supplier is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy by the Supplier shall not waive that or any other right or remedy; nor prevent or restrict the further exercise of that or any other right or remedy by the Supplier.
- 14.8 **Dispute Resolution.** If a dispute arises out of or in connection with the Hardware Contract or the performance, validity or enforceability of it (**Dispute**) then, except as expressly provided in the Hardware Contract, the parties shall follow the procedure set out in this clause:
- 14.8.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents;
- 14.8.2 following service of the Dispute Notice, the parties shall use reasonable endeavours to promptly resolve the Dispute by way of without prejudice discussions between the relevant representatives in accordance with the following escalation levels:

Escalation Level	Supplier representative	Buyer representative	Time for resolution
1	Service Manager	Manager	10 Business Days
2	Service Director	Director	5 Business Days
3	Managing Director	Managing Director	5 Business Days

; and

- 14.8.3 if, for any reason, the parties are unable to resolve the Dispute within the timescales and escalation levels referred to in clause 14.8.2, or should either party fail to engage or cease its engagement in that process, then the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 14.13.

Nothing in clause 14.8 shall prevent the Supplier from commencing court proceedings at any time.

- 14.9 **Severance.** If any provision or part-provision of the Hardware Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.
- 14.10 **Notices.** Any notice or other communication given to a party under or in connection with the Hardware Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have notified to the other party, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service. Any other form of delivery including, without limitation, delivery via fax or email, shall not be valid. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the relevant address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 14.11 The provisions of clause 14.10 shall not apply to the service of any proceedings or other documents in any legal action.
- 14.12 **Third party rights.** No one other than a party to the Hardware Contract and their permitted assignees shall have any right to enforce any of its terms.
- 14.13 **Governing law and jurisdiction.** The Hardware Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the laws of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

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**Schedule 1 – Definitions**

1.1 The terms listed here shall have the following meanings:

<b>Affiliate</b>	any entity that directly or indirectly controls, is controlled by, or is under common control with another entity;
<b>Business Day</b>	means any a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;
<b>the Buyer</b>	means the entity identified as such on the Order Form;
<b>Confidential Information</b>	information of commercial value and any other confidential or proprietary information, in whatever form or medium, disclosed by a party (or any of its Affiliates) to the other party (or any of its Affiliates), including commercial or technical know-how, technology, information pertaining to business operations and strategies, and information pertaining to business affairs, customers, suppliers, pricing and marketing and, for clarity, including (in the case of the Supplier's information) information relating to the Hardware or any of its constituent parts or its design and construction;
<b>Delivery Date</b>	means the target date for the delivery of the Hardware as agreed between the Buyer and Supplier;
<b>Delivery Information Pack</b>	means the pack of documentation provided to the Buyer on delivery of the Hardware which shall include a User Guide;
<b>Deposit</b>	means the deposit payable by the Buyer in respect of the Hardware as set out in the Order Form;
<b>Deposit Payment Date</b>	means the final date for payment of the Deposit, as set out on the Order Form;
<b>Final Quotation</b>	means the final agreed written quotation and accompanying documentation provided to the Buyer setting out, amongst other things, the Specification of the Hardware;
<b>Hardware</b>	means the hardware identified in the Order Form;
<b>Hardware Warranty Period</b>	the duration of the warranty provided by the Supplier in relation to the Hardware as set out in the Final Quotation, such period to commence on delivery of the Hardware;
<b>Installation Date</b>	means the target date for installation of the Hardware as agreed between the Buyer and Supplier;
<b>Installation Warranty Period</b>	the duration of the warranty provided by the Supplier in relation to the Services, as set out in the Final Quotation;
<b>Location</b>	the location for delivery and installation of the Hardware, as identified on the Order Form;
<b>Losses</b>	means all liabilities, costs, expenses, damages, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses and any indirect or consequential losses);
<b>Order Form</b>	means the order form attached to or accompanying these Hardware Terms;
<b>Specification</b>	means the specification for the Hardware which is set out in the Final Quotation;
<b>the Supplier</b>	means Weightron Bilanciai Limited;
<b>User Guide</b>	means the instruction guide for the Hardware provided to the Buyer as part of the Delivery Information Pack;