

# TERMS & CONDITIONS

## TERMS & CONDITIONS FOR CONTRACTSPERT™

(PLEASE NOTE IN PARTICULAR THE “LIMITATIONS OF LIABILITY” PROVISIONS BELOW)

### CONTRACTSPERT™ - TERMS & CONDITIONS FOR ALL VERSIONS

The software contained in this package is supplied on the terms and conditions of the software licence contained in these terms and conditions and notified during installation. The supply of this package is conditional upon you reading and accepting the terms and conditions of the licence. If you do not accept the terms and conditions you must not install or use the software and return the software, together with all documentation and all packaging in good condition, to the supplier within 7 days.

#### Licence Agreement

Please note that this copy of ContractsXpert™ only entitles the user to use the package on one computer and in accordance with the Licence terms detailed below in these notes. This licence agreement applies to all versions of ContractsXpert™ from time to time.

#### ContractsXpert

#### Copyright

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This publication contains information, which is confidential to HBXL, and all copyright, trademarks and other intellectual property rights of the ContractsXpert™ software and this manual are the exclusive property of HBXL.

You have received a single user copy of ContractsXpert™, which entitles you to place the software on one personal computer only from the date of registration.

You should contact HBXL for any other arrangements at:

House Builder XL Limited  
3 Portland Square  
Pritchard Street  
Bristol  
BS2 8RH

Current telephone, fax and email contact details are available at [www.hbxl.co.uk](http://www.hbxl.co.uk)

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#### Registration

All users must register their software online with [www.hbxl.co.uk](http://www.hbxl.co.uk) as indicated on loading the software.

No support will be provided unless the software has been properly registered.

#### Annual Charges

The Initial Licence of ContractsXpert™ entitles the user to use of the software on the terms described in this Licence from the initial date of registration.

In order to receive unlimited telephone and email technical support and software upgrades, users must subscribe to ContractsXpert™ Support & Updates. Support will only be provided with a valid Support & Updates subscription. On each and every anniversary of the initial ContractsXpert™ Support & Updates subscription, a renewal fee will become due entitling the user to unlimited telephone and email technical support and all software upgrades for a period of 12 months from the renewal date.

Should the user advise HBXL, prior to the anniversary date of the renewal, that they do not wish to renew their Support & Updates subscription, then no further renewal fees will be due, and the user's access to technical support, and all software upgrades will cease on the anniversary of the payment of the last subscription.

#### Technical support

Technical support for ContractsXpert™ is available upon software registration by E-mail via support@hbxl.co.uk or by telephone on 0870 850 0199 with a valid ContractsXpert™ Support & Updates subscription. Please also view our website www.hbxl.co.uk for further information on telephone technical support options and training.

Telephone support is normally provided between the hours of 9:00am and 5:30 pm Monday through to Friday (excluding Bank and other public holidays). The Company will use its reasonable endeavours to deal with telephone enquiries as soon as possible.

Technical support shall not include the diagnosis and rectification of any fault resulting from the improper use operation or neglect of ContractsXpert™, the modification of ContractsXpert™ or its merger (in whole or in part) with any other unauthorised software, the failure of you to implement upgrades or recommendations in respect of all solutions to faults previously advised by HBXL, any repair adjustment alteration or modification of ContractsXpert™ by any person other than the HBXL without HBXL's prior written consent, any breach by you of any of your obligations under this Licence or the use of ContractsXpert™ for a purpose for which it was not designed.

#### Licence

Unless otherwise stated on the CD-ROM, disk or invoice, you have acquired a single user licence, which means that you must only install on one PC only.

As long as you comply with the terms of this Licence HBXL hereby grant you a non-exclusive non-transferable licence to use ContractsXpert™ on the terms and conditions herein contained. This licence is personal to you or your company and you may not assign part with or sub let or grant any right or interest in this licence to any other party. You may not copy or alter ContractsXpert™ or transfer it into any other medium. You may not alter, decompile, reverse engineer, disassemble or reverse translate or in any other way derive any source code from ContractsXpert™.

#### 3<sup>rd</sup> Party Disclaimer Notice

ContractsXpert™ contains pro forma documents produced by the Federation of Master Builders (the 'Material').

Access to and use of the Material is on an 'as is' basis only and without any warranty or indemnity of any kind by HBXL. HBXL makes no warranties, conditions, indemnities, representations or terms, express or implied, whether by statute, common law, custom or useage or other wise, including but not limited to non-infringement of third party rights, title, integration, accuracy, satisfactory quality, merchantability or fitness for any particular purpose with respect to the Materials.

#### Limited Warranty

The Limited Warranty is included in the cost of the software. HBXL warrants that ContractsXpert™ will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt.

ContractsXpert™ is one product in a range of products available from the Company and whilst the Company makes every reasonable effort to ensure that their products are compatible and will interface with each other, no warranty is given in this respect and by accepting this licence in ContractsXpert™ it is on the basis that its functionality will only be as a stand alone product.

#### Customer Remedies

HBXL and its suppliers entire liability and your exclusive remedy shall be, at HBXL's option, either (a) return of the price paid, or (b) repair or replacement of ContractsXpert™ that does not meet this Limited Warranty and which is returned to HBXL with a copy of the receipt. This Limited Warranty is void if failure has resulted from accident, abuse or misapplication. Any replacement software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

#### No Other Warranties

To the maximum extent permitted by applicable law, HBXL and its suppliers disclaim all other representations, warranties, conditions or other terms, either expressed or implied, including, but not limited to implied warranties and/or conditions of merchantability and fitness for a particular purpose, with regard to ContractsXpert™, and any accompanying written materials. This Limited Warranty gives you specific legal rights.

#### Limitations of Liability

YOUR ATTENTION IS IN PARTICULAR DRAWN TO THESE PROVISIONS FOR LIMITATIONS OF LIABILITY.

ContractsXpert™ is a specialist software product for use by professionals and as such users should apply their professional skill and judgement in assessing outcomes from the application of ContractsXpert™ to a project and HBXL accepts no liability with regard to errors or omissions that would be reasonably foreseeable to such a user.

Notwithstanding any other provision of these terms and to the maximum extent permitted by applicable law, in no event shall HBXL or its suppliers be liable for any damages whatsoever (including without limitation, direct or indirect damages for personal injury, loss of business profits, business interruption, loss of goodwill, loss of business information, pecuniary loss, special, incidental or consequential loss) arising out of the use of failure of or inability to use this product of the Materials, even if HBXL has been advised of such damages. In any case, HBXL and its suppliers' entire liability under any provision of this agreement shall be limited to the amount actually paid by you for the software or £1,000,000 (being the extent of or the HBXL's insurance cover) whichever is the lesser.

You acknowledge that the nature of ContractsXpert™ is that it provides you with a precedent bank of documentation and services (including the Materials) to help meet a business's obligations in the building sector and as such is a generic product for which you shall be solely responsible for adapting documents procedures and recommendations to meet the specific requirements of your own needs for your specific project(s) and you hereby accept that HBXL shall have no liability or responsibility insofar as ContractsXpert™ is applied by you to your business's needs in an inappropriate way.

You are solely responsible for ensuring that you use the latest version of ContractsXpert and HBXL shall have no liability or responsibility insofar as an previous version ContractsXpert™ is applied by you to your business's needs in an inappropriate way.

Nothing in these terms shall limit the HBXL's liability for death or personal injury caused by the HBXL or any of its employees' or agents' negligence.

HBXL gives no warranty or service level commitment as regards technical support notwithstanding the generality of the above provisions.

#### Entire Agreement

This is the only and entire agreement between HBXL and you and in relation to ContractsXpert™. It cannot and shall not be capable of modification unless in writing and signed by you and an authorised officer of HBXL.

#### Governing Law

This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.

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