

# TERMS & CONDITIONS

## TERMS & CONDITIONS FOR PLANSXPRESS®

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

### PLANSXPRESS® - TERMS & CONDITIONS FOR ALL VERSIONS

The software contained in this package is supplied on the terms and conditions of the software licence contained in the enclosed manual & user guide. 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 PlansXpress® 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 PlansXpress® from time to time.

#### PlansXpress®

Copyright House Builder XL Limited (HBXL)

All rights reserved. No part of this publication may be reproduced in any form without the written permission of House Builder XL Limited

This publication contains information, which is confidential to House Builder XL Limited, and all copyright, trademarks and other intellectual property rights of the PlansXpress® software and this manual are the exclusive property of House Builder XL Limited.

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

You should contact House Builder XL Limited for any other arrangements.

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

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

Windows is a trademark of Microsoft Corp.

#### 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 PlansXpress® 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 PlansXpress® HBXL Support and Updates. Support will only be provided with a valid HBXL Support and Updates subscription. On each and every anniversary of the initial PlansXpress® HBXL Support and 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 HBXL Support and 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 PlansXpress® is available upon software registration by E-mail via [support@hbxl.co.uk](mailto:support@hbxl.co.uk) or by telephone on 0870 850 0199 with a valid PlansXpress® HBXL Support and Updates subscription. Please also view our website [www.hbxl.co.uk](http://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 PlansXpress®, the modification of PlansXpress® 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 the Company, any repair, adjustment, alteration or modification of PlansXpress® by any person other than the Company without the Company's prior written consent, any breach by you of any of your obligations under this Licence or the use of PlansXpress® 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.

House Builder XL Limited hereby grant you a non-exclusive non-transferable licence to use PlansXpress® 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 PlansXpress® 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 PlansXpress®.

#### Limited Warranty

The Limited Warranty is included in the cost of the software. House Builder XL Limited, (The Company) warrants that PlansXpress® will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt. The Company does not warrant, guarantee or make any representations regarding the use, or the result of use, of the SOFTWARE or written materials in terms of correctness, accuracy, reliability, currentness or otherwise.

PlansXpress® 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 PlansXpress® it is on the basis that its functionality will only be as a stand alone product.

#### Customer Remedies

The Company and its suppliers entire liability and your exclusive remedy shall be, at The Company's option, either (a) return of the price paid, or (b) repair or replacement of PlansXpress® that does not meet this Limited Warranty and which is returned to The Company 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, The Company 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 PlansXpress®, 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.

PlansXpress® 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 PlansXpress to a project and the Company 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 The Company or its suppliers, or anyone else who has been involved in the creation, production or delivery of this product be liable for any damages whatsoever (including without limitation, direct or indirect damages, 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, even if The Company has been advised of such damages. In any case, The Company 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 Company's insurance cover) whichever is the lesser.

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

The Company gives no warranty or service level commitment as regards technical support.

#### Entire Agreement

This is the only and entire agreement between you and in relation to PlansXpress®. It cannot and shall not be capable of modification unless in writing and signed by you and an authorised officer of House Builder XL Limited.

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.

All rights reserved. No part of this publication may be reproduced, stored in a retrieval system or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without the prior permission in writing from HBXL.