



## Standard Rental Agreement Wizard Computerised Mountcutter 9000

Agreement Date: \_\_\_\_\_ Customer ID: \_\_\_\_\_ System ID: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Post Code: \_\_\_\_\_ County: \_\_\_\_\_

Contact Name: \_\_\_\_\_ e-mail: \_\_\_\_\_

Tel No: \_\_\_\_\_ Fax No: \_\_\_\_\_

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Business Trading Style:                  Limited Company                  Partnership                  Sole Trader

Limited Company Registration Number: \_\_\_\_\_ VATNo: \_\_\_\_\_

If Partnership or Sole Trader please list name and home address of owners:

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Post Code: \_\_\_\_\_ Post Code: \_\_\_\_\_

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### Bank Details

Bank Name: \_\_\_\_\_

Address: \_\_\_\_\_

Account No: \_\_\_\_\_ Sort Code: \_\_\_\_\_

### 1) Scope of Agreement

Customer wishes to become licensed to use, in its retail business, certain computer equipment (including a computer and associated computer hardware, a keyboard, monitor, mouse and modem) ("Computer"), software developed by third party ("Third Party Software"), software developed by Wizard International ("Wizard Software"), and additional hardware developed by Wizard International for the cutting of custom mounts ("Wizard Hardware"). Collectively the Computer, Third Party Software, Wizard Software, and Wizard Hardware shall be referred to as "the system". The System is intended for retail use in a custom frame facility. Subject to other terms and conditions of this agreement, Framers Corner ("Company") agrees to furnish and license \_\_\_\_\_ System (s) to the Customer.

### 2) Initial Charges and License Fees

In exchange for the System(s), Customer agrees to pay as follows:

- A) Initial charges before installation. A software user fee ("Software User Fee") of Five Hundred Pounds Sterling (£500.00) shall be payable upon signing of this Agreement prior to the shipment of the System (s).
- B) Rental Fees, exclusive of VAT. Customer agrees to rent said System(s) at a rate of £349.00 per month, per System. All rent shall be paid one month in advance. At all times, all rights, title, and interest in and to the Wizard Hardware, the Wizard Software, and drivers shall remain with Framers Corner. Customer shall maintain, at Customer's expense, a telephone line for usage by the Computer, for the purpose of providing support as specified in this Agreement. The telephone line may be an existing telephone line or a dedicated telephone line.
- C) Delivery. The above fees include delivery to all UK Mainland addresses. Framers Corner reserve the right to apply a delivery surcharge to systems delivered outside the UK Mainland. Customer is required to retain the original packaging should return for repair, replacement or termination become necessary. If Customer does not have original packaging, Customer shall purchase packaging from the Company (estimated cost £150.00) and pay for related freight charges.

### 3) Refund of Initial Charge

£250.00 of the initial Software User Fee shall be fully refundable to the Customer within 60 days of the ship date, if the Customer is not satisfied with the System for any reason. Customer will be responsible for rent. Customer must notify the Company in writing within the first 60 days if the Customer wishes to cancel this Agreement, provided Customer is not at time of written notice of cancellation otherwise in breach of its obligations under this Agreement. Upon written notice of cancellation the Customer will immediately cease all

use of the System(s). The Customer will return all components of the System(s) in original packaging (see 2 (C)) and in good condition as the Company may direct.

### 4) Grant of License

All elements of the System (including without limitation, all equipment, software documentation and related items) licensed to Customer hereunder are and shall remain the property of the Company. Upon payment of the initial charge and installation of the System, Customer shall be granted a non-transferable and non-exclusive right to use one copy of the Wizard Software per System on the Computer furnished as part of the System, in compliance with each term of this Agreement, for the manufacture of custom mounts for retail activities, at the location of the Customer's premises stated above. Customer shall notify the Company of any change in the licensed location of the equipment. Customer shall not rent or lease the Third Party Software, nor copy, reproduce, reverse engineer, decompile or disassemble the Third Party Software or the Wizard Software.

The Company reserves the right to modify or upgrade software and any such modification or upgrade shall be subject to all terms and conditions of this Agreement. Such modifications apply to Wizard Software only and do not include the Computer or Third Party Software. Customer is required to maintain and, if necessary, update Computer hardware in order to access Wizard Software upgrades.

### 5) Confidential

All materials and information provided to Customer during the term of this Agreement are provided for the sole use by the Customer and in accordance with this Agreement, and shall remain the property of the Company and constitute proprietary, confidential and trade secret information developed by the Company. Its protection is an integral part of this Agreement, and Customer agrees accordingly that, in consideration of the limited disclosure to Customer and the grant of license to use the same, Customer shall hold all such materials and information in the strictest confidence and exercise at least the same degree of care as it would exercise to safeguard the confidentiality of its own trade secrets. None of this material or information will be disclosed or duplicated to any person not required to know the same for the sole purpose of allowing Customer to make use thereof in compliance with this Agreement. Any breach of this confidentiality provision shall constitute a material breach of this contract and shall be grounds for immediate repossession from Customer's premises of any and all equipment, software, and related materials without notice and could also result in legal recourse.

### 6) Payment

Customer shall pay all monthly charges in advance by Standing Order.

#### **7) Late Charge: Remedies: Jurisdiction**

In the event any applicable fees or charges are not paid in accordance with the terms of this Agreement, within 30 days of becoming due, such amounts shall bear a late charge accruing at the rate of 1.5% per month. The Company shall have the right, without notice, to render the System inoperable until all past due amounts have been paid. If any amounts remain unpaid more than 60 days after having become due, the Company or its authorised agents, at its sole option and discretion, (a) shall have the right to enter peaceably upon the premises without court action and to repossess the System (including all software, equipment, and related items) without let or hindrance. Alternatively, Customer agrees upon receipt of the Company's request, to carefully and securely package all equipment, software, and related items in their original packaging and then to contact Framers Corner to arrange pick up and return freight collect, (b) to commence court proceedings to recover any and all sums due, together with late charges, interest allowed by law, legal fees and costs. The election of one remedy by the Company shall not preclude it from pursuing any other remedy available under this Agreement or otherwise.

In the event that the Customer is late with payment, any moneys collected will be used to cover past due rentals first, before being applied to current invoices. If the licensee has an outstanding debt, the Company maintains the right to suspend service on the equipment until past due accounts are made current.

#### **8) Term**

This Agreement shall commence upon the signing thereof by the Customer and acceptance thereof by the Company, at its home office, and shall continue thereafter in effect so long as the equipment and all licensed software shall be used in accordance with the terms of this Agreement, until otherwise terminated as provided herein. In addition to the Company's right to terminate for breach or default in payment, Customer may terminate this agreement at any time upon 30 days prior written notice. Upon termination of this Agreement for any reason whatsoever, Customer shall cease all use of the System, and shall promptly package for return the System including without limitation all software, drivers, equipment and related items in original packaging. The Customer must contact the Company to arrange pickup and return shipment for all elements of the System to be returned to Framers Corner at Customer's expense. The Customer will use original packaging, if the Customer does not have original packaging the customer will be charged accordingly, see paragraph (2 ©). The System must be returned in good condition, normal wear and tear excepted. If Customer returns component(s) not originally obtained as part of the Systems a substitute for component(s) that were originally provided as part of the System, then Customer will be charged the replacement value of the missing component(s).

Customer agrees that in the event of a breach or termination, the Company shall have the right to enter upon any premises where the equipment may be and repossess it without legal process, and in such event Customer shall pay upon demand all accrued charges up to date of termination plus the Company's expenses of repossessing the equipment and its reasonable legal fees.

Upon any termination of the Agreement for whatever reason or cause or by expiration of its terms only, Customer will return the equipment, for which the customer does not have title, to the Company in good condition, normal wear and tear only excepted and in original packaging.

#### **9) Disclaimer of Warranty**

The Company does not make and specifically disclaims any warranty of merchantability, express or implied, under this Agreement not expressed herein. The use of the Computer is at Customer's risk. The Company warrants that the Wizard Software is free of defects in materials and workmanship for the uses and purposes described, i.e., to direct the equipment in making corner cuts on mounts. Under proper conditions in normal use, the Wizard software will perform as described in the user documentation; but no warranty is made that the Wizard Software or any related equipment will operate in a manner as to be error free or without interruption. The Customer's sole and exclusive remedy in the event of any breach of any provision of this Agreement, including any breach of Warranty, shall be limited to, at the Company's option, (a) replacement of the media carrying such defective material or workmanship, so as to operate in conformity with the user documentation, or (b) a refund to Customer of a proportionate share of the fees as the Company, in its sole discretion may elect. Customer shall indemnify and hold the Company harmless from any and all claims, losses, liabilities and damages, including reasonable legal fees, resulting from injuries to persons or property, or loss of data, arising or growing out of, or connected with the use and operation of the equipment which is not due solely to the Company's negligence. **Customer is required and shall be responsible for submitting proof of insurance coverage on the System, naming the Company, as the loss payee. (Full replacement value for insurance purposes, is a minimum of £14,995.00).** In no event shall the Company be liable for any loss of profits or other damages including direct, indirect, incidental, special, consequential or any other type of damages arising out of this Agreement.

#### **10) Maintenance**

During the Warranty Period, maintenance shall be provided upon request from the Customer, as follows: in the event of a defective or non-working component (with the exception of the CPU Tower), the Company shall furnish a replacement component to be installed

by the Customer. The CPU Tower must be returned to the company for service at customer's expense. Replacements and CPU Towers will be shipped on a 2 working day delivery service where the Company will pay shipping charges. Customer will be billed for replacement components and the account will be credited upon receipt of defective component by the Company. All defective parts must be returned within 30 days in order to receive credit. Customer is to ship defective or non-working mount cutter, computer or monitor back to the Company in original packaging. If Customer does not have original packaging, the Customer may be charged as noted in paragraph 2©. The Customer may be charged for such replacement components if damage is due to Customer's negligence or mishandling of the equipment. Customer will be responsible for cleaning and periodic maintenance. The cleanliness of the System is of the utmost importance for continual and accurate mount cutting.

Telephone support will be provided for questions of mount cutting and the Systems hardware/software interface. Such assistance shall be initiated by a Customer call to the Company. Telephone support will be provided 9am to 5pm Monday to Friday excluding Bank Holidays. The Company will investigate errors in system software where there is departure from original or updated system specifications supported by the Company and will attempt to correct such errors. The Company will supply Customers with both information on new releases and enhancements, and make available standard upgrades for existing systems at no additional cost to Customer. Standard upgrades include Wizard Software upgrades only. **Upgrades to the Computer Hardware or Third Party Software are not considered Standard Upgrades.** Customer is responsible for maintenance and/or upgrade of Computer hardware in order to access Wizard Software upgrades. Desired improvements to the Wizard Software should be forwarded to the Company in writing. The Company will provide consultation by telephone on matters, at Customer's request, relating to new software or design.

#### 11) Special Design

With regard to special or non standard mount designs, consideration will be given to Customer's request after receipt of a detailed drawing, with dimensions, and a quote will be provided to the Customer within a commercially reasonable time. Customer who wishes to proceed will be required to give written authorisation to proceed on said design. The Company will then proceed with design and e-mail it to Customer, or mail diskette. Charges will be invoiced to Customer's account and must be paid within 30 days of the invoice.

#### 12) Taxes

VAT will be added to all invoices at the rate current at the date of invoice.

#### 13) No Modifications

At all times, all elements of the System, shall remain the property of the Company, and are licensed for use only by the Customer upon issuance, execution and compliance with this Agreement. Customer may use the Computer portion of the System to run other software provided that the Customer first obtains the Company's written permission for the use of software other than that provided as part of the System. Some other programs may corrupt 'Wizard' files and the Company takes no responsibility for any lost data, corrupted files or other malfunctions covered by any software program loaded, regardless of whether the Company has granted Customer permission to install such non System software on the Computer.

#### 14) Entire Agreement

This Agreement contains the entire agreement of the parties hereto, supersedes any contract or agreement of prior date between the undersigned Customer and the Company and may be modified only in writing executed by the Customer and the Company. Customer acknowledges that it has read this Agreement, understands the terms and conditions set forth herein, and agrees to be bound by all of it's terms and conditions upon execution of this Agreement by Framers Corner.

THIS AGREEMENT ("Agreement") is entered into by and between Framers Corner at Cedar Court, Walker Rd, Bardonia Hill, Leicestershire, LE67 1TU, and "Customer", whose name and principal place of business is:

SIGNATURE BELOW ACKNOWLEDGES  
ACCEPTANCE OF THE TERMS OF THIS  
CONTRACT

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CUSTOMER'S SIGNATURE

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DATE

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FRAMERS CORNER

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DATE  
DATE