

Terms of Warranty

1. WARRANTY

1.1 Medaphor will remedy a material defect in the System notified to MedaPhor in a twelve (12) month period following the date of delivery of the System, provided always that if MedaPhor is unable to do so Medaphor may, at its option, replace the System.

1.2 The warranty contained in clause 1.1 is subject to the Customer complying with its obligation that there have been no alterations to the System (**for the benefit of doubt no other software is to be loaded onto the system or this warranty will be invalidated**) by any person other than Medaphor.

2. GENERAL EXCLUSIONS AND LIMITATIONS OF LIABILITY

2.1 Subject to clauses 1 and 2.6 and to the maximum extent permissible in law, all conditions and warranties which are to be implied by statute or otherwise by general law into this agreement or relating to the Equipment, the Software and/or the Services are hereby excluded.

2.2 The following provisions in this clause 2 set out MedaPhor's entire liability (including any liability for the acts and omissions of its employees, agents or sub-contractors) to the Customer in respect of:

2.2.1 a breach of MedaPhor's contractual obligations;

2.2.2 a tortious act or omission of Medaphor; and

2.2.3 an action arising out of a misrepresentation by or on behalf of Medaphor (other than a fraudulent misrepresentation) arising in connection with the performance or contemplated performance of this Agreement.

2.3 Subject to clauses 2.4, 2.5, 2.6 below the total liability which MedaPhor shall owe to the Customer in respect of all claims under this agreement shall not exceed the aggregate monies paid by the Customer to Medaphor.

2.4 MedaPhor shall in no circumstances be liable to the Customer for any Consequential Loss.

2.5 MedaPhor shall in no circumstances (whether before or after termination of this Agreement) be liable to the Customer for any Loss of Data.

2.6 Notwithstanding anything to the contrary contained in this Agreement MedaPhor's liability to the Customer for:

2.6.1 death or personal injury resulting from the negligence of MedaPhor, its employees, agents or sub-contractors;

2.6.2 damage suffered by the Customer as a result of a breach by MedaPhor of the condition as to title or the warranty as to quiet possession implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;

2.6.3 damage for which MedaPhor is liable to the Customer under Part I of the Consumer Protection Act 1987; and fraud; shall not be limited.

2.7 The exclusions from and limitations of liability set out in this clause 2 shall be considered severably. The validity or unenforceability of any one clause, sub-clause, paragraph or sub-paragraph of this clause 2 shall not affect the validity or enforceability of any other part of this clause 2.

The provisions of this clause 2 shall survive the termination of the whole or part of this Agreement