

# End User Software Licence Agreement

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**6. LIMITED WARRANTY** - Technographic Displays warrants that Techscore will perform substantially in accordance with the accompanying User Manual(s) for a period of 90 days from the date of receipt.

Technographic Displays does not warrant that Techscore is error free or will operate without interruption.

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THIS LIMITATION SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY WHERE APPLICABLE LAW PROHIBITS SUCH LIMITATION.

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- 10.1 you have a bankruptcy order made against you or have made an arrangement or composition with your creditors or otherwise take the benefit of any Act for the time being in force for the relief of insolvent debtors or has suffered or allowed any execution whether legal or equitable to be levied on your property or obtained against you or have an application for an interim order under Section 253 of the Insolvency Act 1986 made against you or have an interim receiver of Licensee's property appointed under Section 286 of the said Act or have had convened a meeting of creditors (whether formal or informal) or have entered into liquidation (whether voluntary or compulsory) or has a receiver, manager, administrator or administrative receiver appointed over its undertaking or any part thereof (whether by court order or otherwise) or are unable to pay its debts within the meaning of Section 123 of the said Act or a resolution has been passed or a petition presented to any Court for your winding up or any proceedings have been commenced relating to your insolvency or possible insolvency; or
- 10.2 that you are in breach of this Licence.

On the termination of this Licence howsoever arising you shall immediately discontinue use of Techscore and shall return to Technographic Displays all copies of Techscore and all associated dongles in your possession or control.

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- 11.1 Neither this Licence nor any of your rights and interests under this Licence shall be assignable by you
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- 11.3 Any failure by Technographic Displays to exercise, or delay in exercising, any rights under this Licence Agreement shall not be deemed to be a waiver of such rights.
- 11.4 This Licence agreement represents the entire agreement and understanding concerning this Licence between the parties (save in case of fraudulent representation) and supersedes all prior agreement and representations in respect of the subject matter of this Licence Agreement. No amendment or modification of this Licence agreement shall be binding on Technographic Displays unless in writing and signed by a duly authorised officer of Technographic Displays.
- 11.5 This Agreement is governed by the laws of England.

*Should you have any questions concerning this Agreement, or if you desire to contact Technographic Displays for any reason, please use the address information enclosed in this product or write to Technographic Displays Limited, 35 – 36 Boss Hall Road, Ipswich, IP1 5BN, UK.*