

Lease Terms and Conditions

Lease Agreement

1. Equipment

ReCognition Circular agrees to lease to Lessee, and Lessee agrees to lease from ReCognition Circular, the following equipment (the "Equipment") as specified in our quotation and invoice.

2. Lease Term

The lease term (the "Lease Term") shall commence on the day the Lessee takes possession and shall continue for a period of 36 months unless terminated earlier as provided in this Agreement, or an alternative lease period is agreed.

3. Ownership

ReCognition Circular retains sole and exclusive ownership of the Equipment. The Lessee shall not have or acquire any right, title, or interest in and to the Equipment except as expressly set forth in this Agreement.

4. Payment

The Lessee shall pay to ReCognition Circular monthly lease payments as set out in the quotation for the Equipment. This amount excludes VAT, which will be added to the lease payments.

5. ReCognition Circular's Responsibilities

- **Performance Guarantee:** ReCognition Circular guarantees the Equipment will function as described for the duration of the Lease Term.
- **Repair and Replacement:** ReCognition Circular will repair or replace faulty Equipment at no additional cost to the Lessee, subject to the Fair Use Policy outlined in Section 7.
- **Data Security and Software Removal:** At the end of the Lease Term, ReCognition Circular is responsible for securely removing sensitive data and licensed software, adhering to ISO 27001 standards.
- **Environmental Responsibility:** ReCognition Circular will endeavour to prevent the Equipment becoming e-waste and will be responsibly repurpose it wherever possible. Items that cannot be reused or repurposed will be disposed of in accordance with relevant environmental legislation.

6. Lessee's Responsibilities

- **Payment:** Make timely lease payments as stipulated in this Agreement.
- **Reasonable Care:** The Lessee shall be responsible for maintaining the Equipment in good condition, reasonable wear and tear excepted. The Lessee agrees to use the Equipment in a careful and proper manner and shall not:

- **Remove any labels from the Equipment.**
- **Make alterations or adjustments beyond those possible within the range of adjustments specific to the given Equipment.**
- **Affix items to or connect items to the Equipment that could cause damage or exceed design limitations.**
- **Attempt to repair the Equipment without prior written consent from ReCognition Circular.**
- **Prompt Reporting: Immediately notify ReCognition Circular of any breakdown, loss, or damage to the Equipment.**

7. Fair Use Policy

The performance guarantee and repair/replacement warranty are subject to this Fair Use Policy.

- **Reasonable Use: The Equipment is intended for normal business or personal use. Excessive wear and tear resulting from misuse, neglect, or use outside of reasonable parameters will void the warranty.**
- **Data Loss: While ReCognition Circular takes measures to securely erase data at the end of the Lease Term, it is the Lessee's responsibility to maintain regular backups of their data. ReCognition Circular is not responsible for any data loss during or after the Lease Term.**

8. Default and Remedies

The Lessee shall be deemed in default of this Agreement upon the occurrence of any of the following:

- **Failure to make any payment due hereunder within 28 days after the due date.**
- **Breach of any other material provision of this Agreement and failure to cure such breach within 28 days after written notice from ReCognition Circular.**

Upon the occurrence of a default, ReCognition Circular shall have the right, in addition to all other rights and remedies available to it at law or equity, to:

- **Terminate this Agreement and the lease of the Equipment.**
- **Declare all remaining payments hereunder immediately due and payable.**
- **Repossess the Equipment.**
- **Charge the Lessee for reasonable costs incurred in repossessing the Equipment.**

9. Accidental Damage Liability

The Lessee shall be responsible for the full lease value of the Equipment if the Equipment is damaged beyond what could be considered reasonable wear and tear during the Lease Term. Reasonable wear and tear is defined as the normal deterioration of the Equipment resulting from its intended use over time, taking into account the age and condition of the Equipment.

The Lessee shall also be responsible for accidental damage to the Equipment, including damage caused by:

- Acts of God or natural disasters;
- Fire or other catastrophic events;
- Theft or loss of the Equipment;
- Malicious or deliberate acts of third parties; or
- The Lessee's negligence or failure to comply with the terms of this Lease Agreement.

10. Disclaimer of Warranties

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE EQUIPMENT IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL RECOGNITION CIRCULAR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE EQUIPMENT, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF RECOGNITION CIRCULAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

14. Notices

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified or registered mail, return receipt requested, or sent by reputable overnight courier service.

15. Waiver

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced.

16. Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck from this Agreement and the remaining provisions shall remain in full force and effect.

17. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.