

# Lanboss Software Limited

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  - (ii) the repair of such goods;
  - (iii) the payment of the costs of replacing the goods or of acquiring equivalent goods; or
  - (iv) the payment of the costs of having the goods repaired.

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- 5.1 Either party may terminate this Agreement immediately by written notice to the other in the event that the other breaches any term of this Agreement and such breach is incapable of remedy or continues for a period of 30 days after written notice requiring the same to be remedied has been given by the terminating party to the other party.
- 5.2 Termination of this Agreement shall be without prejudice to any other rights or remedies of the terminating parties.
- 5.3 In the event of termination of this Agreement the Licensee shall within 14 days destroy the Software and any documentation supplied by Lanboss together with any copies thereof and write to Lanboss certifying that this has been done.
- 5.4 The Licensee acknowledges that the terms of Clauses 2, 3, 4, 5 and 7 8 shall survive the termination for whatever reason of this Agreement.

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- 6.5 Neither party shall be liable for any loss suffered by the other party or be deemed to be in default for any delays or failures in performance hereunder (other than in relation to payment) resulting from acts or causes beyond its reasonable control or from any acts of God, acts or regulations of any governmental or supra-national authority.
- 6.6 Any delay forbearance by either party in enforcing any provisions of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provision or right thereafter to enforce the same.
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