

September 2020

The Foundry Types

info@thefoundrytypes.com
www.thefoundrytypes.com

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F2. The Foundry Types Ltd will revoke the Agreement without refund or compensation where the Font data and The Foundry Types Ltd integrity is compromised and damaged. After the termination of the Agreement, you must destroy all data and copies, (including all backup or archived copies on external storage devices, USB drives or uploaded to Git repositories).

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H2. This clause H sets out The Foundry Type Ltd's entire liability to you for (a) a breach of this Agreement and (b) any statement, representation, tortious act or omission (including negligence) arising under this Agreement. This includes liability for acts or omissions of our employees, agents, subcontractors or consultants.

H3. Any and all other warranties, conditions or other terms implied by statute or common law are, as far as legally possible, excluded. Other than as set out, The Foundry Types makes no warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

H4. The Foundry Types Ltd shall not be liable for any loss of profits, goodwill, reputation, business, anticipated savings, contracts, goods, data (or corruption of that data) or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

H5. The Foundry Type Ltd's liability for all other claims which arise in connection with this Agreement shall be limited to the monies paid by you in the 12 months immediately preceding the date of the event giving rise to the claim. Nothing in this section, or elsewhere in this Agreement, excludes or limits our liability for:

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- any damage or liability you incur as a result of fraud or fraudulent misrepresentation by The Foundry Types Ltd.

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I – Miscellaneous
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14. If any provisions of this Agreement are held to be invalid, illegal or unenforceable, then such provision(s) shall be severed from it and the validity, legality and enforceability of its remaining provisions shall not be affected or impaired.

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