

Appendix A

Hardware Service Agreement Terms & Conditions

1. In consideration of payment by the Customer of the premium shown in the Schedule hereto the Company shall maintain in good working order the supported equipment referred to in the Schedule upon the following terms and conditions.

MAINTENANCE

- 2(a).** The Customer shall notify the Company promptly whenever the supported equipment is not in good working order.
- 2(b).** The Company shall arrange, at times convenient to the Customer and the user of the equipment, and at no further charge, for the supported equipment to be cleaned, checked, lubricated, adjusted, and repaired as necessary during a Scheduled Preventative Maintenance call during the contract duration.
- 2(c).** This agreement provides a standard "8 + 8" response / repair matrix, offering 8 hour response and 8 hour repair target times. These target hours are based on standard working hours.
- 2(d).** Additional repair calls will be made at no extra charge during normal working hours, (Monday to Friday).
- 2(e).** Original manufacturers replacement parts will be fitted free of charge, under the terms and conditions of this agreement.
- 2(f).** The Customer must quote the contract number to the service engineer when he calls.
- 2(g).** Where a machine fault or damage, to the supported equipment is a result of the use, by the Customer of unsuitable or un-approved parts or supplies, all costs incurred will be charged extra to the contract.

EXCLUSIONS

- 3(a).** Replacement by the Company of paper, toner, lamps, lenses, glass items, print drums, fuser rollers and (Roller Exchange Kits, applicable to certain scanner models, such as the DR2080, DR6080, 9080 etc.) which are deemed as consumables as defined in the manufacturer's user guide and are excluded from this agreement.
- 3(b).** Overhauls necessitated by normal depreciation of the supported equipment are not covered by this Agreement. When such overhauls are required, an estimate of charges will be submitted for Customer approval before such work is started. 'Overhaul' refers to general reconditioning of the mechanical and/or electrical portions of the supported equipment. Replacement of parts that in the opinion of the Company cannot be conveniently carried out on the Customers premises may incur extra charges.
- 3(c).** The Company will not be liable to repair any damage (whether by accident or otherwise) resulting from fire, flood, accidents, explosion, tempest, theft, or acts of God or the misuse of or neglect of or unauthorised additions to the equipment or the inspection, adjustment, modification, or repair of the equipment by persons not in the employ of the Company. The Company shall also not be liable for any failure to carry out maintenance arising from circumstances not within its immediate control including industrial action or labour disputes of any kind.
- 3(d).** The Agreement excludes the cost of moving equipment from one location to another, which may at the discretion of the Company be charged as an extra. The cost of any damage caused either directly or indirectly to the equipment as a result of any relocation by the Customer is not covered under this agreement.
- 3(e).** Whilst at all times the Company will make every effort to provide the quickest possible service and maintain adequate stocks of spare parts, the Company cannot accept responsibility for delay caused by non-availability of components from the manufacturers.

CHARGES

4. The premiums at the rate specified in the Schedule are payable at the commencement of the Agreement and shall apply for a period of twelve calendar months from the date of the Agreement and are due for payment within thirty days from date of invoice.

NOTICE OF TERMINATION

5. This agreement is a rolling contract, renewable every 12 months and may be terminated by either party giving 90 days notice in writing prior to the anniversary date.

OTHER CONDITIONS

6. The Agreement is not transferable without the written consent of the Company and shall remain in force for one year from its date unless terminated sooner.

DUTIES OF CUSTOMER

The Customer shall:

7. Liaise and co-operate fully with the Company in relation to the equipment, and to this end make available to the Company, if required, appropriately skilled employees who are familiar with the Customer's operations. At all reasonable times provide full and free access to the Supported Equipment to the Company, its employees and agents and provide them with adequate working space and, at its own expense, such telecommunication facilities as are reasonably required to enable the Company's Support personnel to contact the Company's Head Office or Support Centre. In particular, the Customer shall ensure that the Company's employee is not delayed in gaining access to the Supported Equipment due to any act, neglect or default on the part of or attributable to the Customer. Appoint a key operator or supervisor to be responsible for contact with the Company.

EXTRA CHARGES

In the event:

- 8.** The Customer has breached or in breach of any of the provisions of this agreement under which the equipment was supplied, or the Serviced equipment requires maintenance or an increase in normal support time by reason of the fault or negligence of the Customer, it's employees or agents, the fault or failure of any other software or other item not comprised in the supported equipment agreement, or for any reason other than normal use: then if the Company, in its sole discretion, provides support services for any item of equipment, The Company shall have the right to levy such additional charges as the Company shall deem reasonable.
- 9.** For non-mainland England, Wales and Scotland customer sites where it is deemed necessary for a technical visit to take place the Customer agrees to pay any additional expenses incurred by the Company, such as for flights and hotel costs if required.