

PRINTWARE LIMITED MAINTENANCE CONTRACT TERMS & CONDITIONS

All machines (the "Product(s)") sold by Printware Limited (the "Company") are warranted by the manufacturer against faulty materials or workmanship under normal use for the period prescribed by the Manufacturer as set out in the documentation and/or User Manual which accompanied the Product(s) on delivery from the date of delivery as evidenced by the sales invoice or other proof of purchase (the "Manufacturer's Warranty").

This document acts as proof of purchase of further maintenance services for the Product(s) after expiry of the Manufacturer's Warranty (the "Maintenance Contract") and provides further maintenance to the Product from the maintenance start date as agreed between the parties and as set out in the maintenance certificate.

Under the Maintenance Contract the Product(s) are warranted by the manufacturer and/or the Company against faulty materials or workmanship under normal use from the date and for the period both as set out in the maintenance certificate (the "Maintenance Period") as evidenced by this Maintenance Contract.

The Maintenance Contract may (at the Customer's option) be effective from the date of expiry of the Manufacturer's Warranty or as a stand-alone Maintenance Contract for the Product(s). The start date of the maintenance services can not be backdated to cover any faults relating to the Product(s) which occurred outside the Maintenance Period and/or prior to the commencement of the Maintenance Contract. The Customer acknowledges that the Product(s) shall only be eligible for maintenance services when all previously existing faults have been repaired. It is the Customer's sole responsibility for identifying any previously existing faults and/or performance deficiencies to the Product(s) prior to entering into this Maintenance Contract and the Company shall have no liability in relation thereto.

The Customer acknowledges that the Maintenance Contract may be sub-contracted to the Company's authorised Distributor/Agent.

The Customer acknowledges that all commitments to stated response times are on a best endeavours basis, and in no way guaranteed.

The Manufacturer's Warranty can be extended with either the manufacturer or another warranty provider.

CONDITIONS OF THE MAINTENANCE CONTRACT

Unless otherwise agreed in writing by the Company the Maintenance Contract applies to the original registered purchaser or user of the Product (the "Customer") and this Maintenance Contract only covers defects that occur to the Product during the Maintenance Period. Defects that occur to the Product during normal usage will, at the sole discretion of the Company, be replaced or repaired free of charge during the Maintenance Period or have parts replaced free of charge, including parts and labour, provided that:

1. the Customer notifies the Company within the Maintenance Period of any defect and provides evidence of the date of purchase of the Product, this Maintenance Contract (together with the invoice showing purchase of the Maintenance Contract) and the Product Serial Number;
2. unless otherwise agreed permits the Company or the Company's authorised Distributor/Agent onto the Customer's premises to carry out any necessary inspection of the Product(s) and/or repairs;
3. all inspections and/or repairs are carried out by the Company or the Company's authorised Distributor/Agent;
4. the Product has been used for its intended purpose and in accordance with the User Manual which accompanied the Product(s) on delivery. In the event that a User Manual did not accompany the Product(s) on delivery and/or the Customer has lost such User Manual the Customer shall obtain and/or replace such User Manual from the Company, manufacturer or other supplier;

5. the Product has not been used for third party hire purposes by the Customer;
6. the defect is not due to use of the Product on any incorrect voltage or due to an accident (whether in transit or otherwise) misuse, neglect, alterations by the Customer, or damaged by accident, natural calamity, fire, flood or abnormal conditions of operation or handling;
7. repairs to the Product have not been effected or attempted other than by the Company or the Company's authorised Distributor/Agent;
8. the Product has not been damaged by change, modification or use of the Product or its components which in the sole judgement of the Company affects the performance, stability or purpose for which it was manufactured.
9. The Maintenance Contract does not extend to any repairs to any damage and/or malfunction of the Product caused by the use of consumables:
 - 9.1. not supplied by the Company or the Company's authorised Distributor/Agent; and/or
 - 9.2. not manufactured by the manufacturer of the Product; and/or
 - 9.3. which the Company has expressly stated shall not be compatible with the Product(s).

The Customer acknowledges that in the case of solid ink printers any maintenance services claimed and/or costs related to print head damage caused by the use of incorrect consumables as set out in clause 9 above should be pursued by the Customer from the ink supplier and/or manufacturer. Any and all costs incurred by the Company or the Company's authorised Distributor/Agent under Clause 9 shall be invoiced to the Customer at the Company's then current rates.

In addition to the above, this Maintenance Contract does not apply in respect of:

- (i) failure of attachments or parts not sold or authorised by the Company;
 - (ii) service, maintenance or adjustments including but not limited to cleaning; and
 - (iii) normal wearing or consumable items.
10. For 4+8 (12 working hour fix) and 8+8 (16 working hour fix) contracts then a loan machine may need to be provided. Pages printed on any loan machine provided in relation to the contract, that is not the same model as the customers machine, will be charged to the customer at a cost of 20 pence per page for A4 prints, and 40 pence per page for A3 prints (colour machines) and 10 pence per page for A4 prints, and 20 pence per page for A3 prints (mono machines). The number of pages chargeable will be based on machine meter readings taken at the point of installation and decommission. The charge per page covers the cost of consumables (as described by the manufacturer) usage in the loan printer for the duration of its use, and the customer will incur no other associated costs. Where the same model is provided as a loan, the customer will be responsible for providing all necessary consumables.

Normal operating conditions require that the Product(s) be maintained, serviced and operated in accordance with the Company's schedules and instructions. The Customer should refer to and follow the operating guidelines set out in the User Manual which accompanied the Product(s) on delivery or as is otherwise available from the Manufacturer and/or supplier of the Product.

The Maintenance Contract obligations of the Company are limited to the cost of parts and labour in relation to defects in materials and workmanship in the Product(s). All potential Maintenance Contract claims shall first be notified to the Company by telephone on 0800 393 381. The Customer must provide the serial number of the Product and have a copy of the Maintenance Contract available at the time of such call. No claim or purported claim by the Customer shall be effective unless such

information is provided at the time of making the potential Maintenance Contract claim.

If the Company determines in its sole judgement that any Product's failure was caused by accident, misuse, alteration, neglect, accident, natural calamity or abnormal condition of operation or handling; the Company or its authorised Distributor/Agent will provide a repair estimate and obtain authorisation from the Customer prior to commencing repair.

The Customer shall co-operate with the Company and/or the Company's authorised Distributor/Agent in order to permit the remedial services to be performed in suitable working conditions. In addition the Company and/or the Company's authorised Distributor/Agent shall use its reasonable endeavours to provide a Helpdesk facility.

This Maintenance Contract shall be paid for in advance and fixed for a minimum initial term of one year (the "Initial Term") and continue annually thereafter as set out in the maintenance certificate. The Customer may terminate this Maintenance Contract on 90 days prior written notice to the Company. The Customer shall be credited for any unused months of the Maintenance Contract provided the Customer will not be entitled on termination to receive any rebate of any money paid by him in relation to the Initial Term.

To the extent authorised by law, this Maintenance Contract is the Customer's sole and exclusive remedy and is in lieu of all other warranties, express or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose and the Company shall not be liable for any special, indirect, incidental or consequential damages or losses whether arising from breach of warranty or based on contract, tort, reliance or any other theory. If any provision of this Maintenance Contract is held invalid or unenforceable by a court of competent jurisdiction, such holding will not affect the validity or enforceability of any other provision of this warranty.

This Maintenance Contract is not transferable without the written consent of the Company.

THIS MAINTENANCE CONTRACT SHALL NOT AFFECT THE CUSTOMER'S STATUTORY RIGHTS.

IN ALL MATTERS THE DECISION OF THE COMPANY IS FINAL.

In the event of a claim or should any queries please contact:

**Customer Services Department
Printware Limited
Printware Court, Northumberland Road
Southsea
Hants PO5 1DS
Tel: 0800 393381**

Registered in England No 2440348

SERVICE DESCRIPTIONS:

4 hour response, 09.00 -17.30, Monday – Friday, Annual Maintenance Contract

With best endeavours, a Printware authorised engineer on site within 4 working hours of call being placed with Printware customer care. Includes all parts and labour required to maintain user's printer to manufacturer's specification. Service excludes consumables and service related thereto. Cover excludes UK Bank Holidays.

8 hour response, 09.00 -17.30, Monday- Friday, Annual Maintenance Contract

With best endeavours, a Printware authorised engineer on site within 8 working hours of call being placed with Printware customer care. Includes all parts and labour required to maintain users printer to manufacturers specification. Service excludes consumables and service related thereto. Cover excludes UK Bank Holidays.

4 + 8 (12 working hour fix) & 8+8 (16 working hour fix), both Monday- Friday, Annual Maintenance Contract

Response time is as the 4-hour & 8-hour above, however Printware ensure that the user's printer is either made operable or a functionally equivalent loan provided within the agreed fix time. **Note: This service is restricted to selected model**