

## **Maintenance Service Contract – Terms and Conditions**

**1.** Unless otherwise agreed in writing by Colourgen indicated overleaf (Colourgen) any order for maintenance will be accepted only on the terms and conditions herein, notwithstanding any terms or conditions contained in or printed on such order or otherwise. Colourgen offers, and the customer agrees to accept service subject only to the terms & conditions of this contract. This contract is subject to the laws of England.

**2.** Colourgen will, for the duration of the contract (term), keep the equipment described and located as overleaf, configured to the manufacturer's original standard specification, in satisfactory operating condition, and will, during the term, supply replacement parts for the equipment, other than consumables, required as a result of normal use, provided such parts are available in the UK or elsewhere. Where parts are not available from the original manufacturer or supplier, Colourgen will use its best endeavours to obtain substitute parts of equivalent quality and performance, either new or previously used. Faulty parts, when removed from the equipment, become the property of Colourgen. Satisfactory operating condition is defined as performing to the original equipment manufacturer's specification whilst using media – paper/film, ink, ink cartridges, print heads, toners etc – approved for use in the equipment by, and if possible supplied by, the original equipment manufacturer and in an environment approved by the original equipment manufacturer. Colourgen may, at its discretion, sub-contract any or all of the services provided under this contract to suitably qualified sub-contractors.

**2a.** Colourgen shall not be required to supply replacement parts for the equipment, nor provide the labour to repair, replace, configure or adjust such parts, when occasioned by (a) fire, water, lightning strike or other atmospheric disturbance, power surge, act of war or violence or other circumstances beyond the control of either party; (b) negligence or misuse by the customer or his agent; (c) services rendered by other than qualified personnel; (d) relocation of the equipment, except where the relocation is under the direct control of Colourgen or its appointed agents; (e) the use by the customer of media, toners, inks, cartridges etc. not approved as suitable for such use by the original equipment manufacturer. Add on bulk ink systems on Ink jet plotters, not supplied and supported by original equipment manufacturer, are excluded from the terms of this contract unless specifically included in clause 13. Items incapable of on-site replacement are excluded. Optional items such as network cards, additional memory etc. are excluded unless specifically listed overleaf, or installed as part of the manufacturer's standard build options, when listed overleaf, the hardware is included but configuration, modification & connection to external devices or drivers is not. Consumables used in routine calibrations and adjustments specified by the manufacturer.

**2b.** Notwithstanding 2a, Colourgen may supply labour and parts requiring replacement in the circumstances of 2a on normal trade terms.

**3.** Remedial maintenance will be provided, between the hours of 0900 and 1730 Monday to Friday (public holidays excluded), as soon as possible after notification that the equipment is faulty. Colourgen will normally respond to all requests for service of the equipment within 8 hours, or as indicated overleaf, from receipt of such request and allocation by Colourgen to the customer of a call reference number. Where the equipment is located other than in mainland England or Wales, service will normally be provided the day after receipt of request. Service may be provided on evenings, weekends and during public holidays on application at extra cost.

**4.** The annual rate applies to the 12-month period following the contract effective date, shown overleaf. The contract term is initially 12 months or as indicated overleaf, from the contract effective date. Contracts that are renewed after the initial 12 month period can be cancelled by either party giving written notice to the other at least 30 days prior to any quarter's renewal date. Quarterly instalments not received by the due date will result in the entire balance of the initial 12-month cost becoming due or the contract being summarily cancelled, at Colourgen's discretion. 12 month contracts paid in full may, if renewed after the initial 12 month period, be cancelled at any time by either party giving 3 months notice to the other; repayment of monies paid for the period between the cancellation date and the end of the contract period will be made by Colourgen pro-rata in full. Contracts for periods of less than 12 months are payable in full prior to the contract effective date. The contract remains in force as long as payments are made and accepted.

**5.** The serial numbers of the equipment covered by this contract are as stated overleaf.

**6.** Invoices raised in connection with this contract are payable in advance of the contract period to which they relate. Failure to pay outstanding invoices within 30 days of receipt renders the contract liable to cancellation at

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6. Invoices raised in connection with this contract are payable in advance of the contract period to which they relate. Failure to pay outstanding invoices within 30 days of receipt renders the contract liable to cancellation at Colourgen's discretion; no further service will be provided until payment is received and accepted. Colourgen reserves the right to withdraw service on any equipment, included on this or any other Colourgen maintenance contract, if any of its invoices are unpaid more than 30 days after receipt.
7. The equipment shall remain at the risk of the customer whosoever it may be situated.
8. The use of pens, paper, ink, toners and other consumables not provided to the original manufacturer's specification shall be at the customer's risk. The repair of any damage, including damage to image heads, and the rectification of unsatisfactory plotting quality caused by the use of such materials shall not be included within the terms of this contract. During the period of this agreement, no other party shall make any repairs or adjustments to the equipment without the prior approval of Colourgen.
9. The customer shall at all times be responsible for the daily care and maintenance of the equipment as outlined in the appropriate section of the operation manual for the equipment, and shall ensure that the environment within which the equipment is operated is such that it causes no loss of performance or reliability. Repairs and/or replacements required as a result of failure to perform such routine tasks or to control the environment will be excluded from the terms of this contract. When indicated on the control panel of the equipment, the customer shall immediately inform Colourgen of a requirement for preventative maintenance (PM) or other service intervention. In these circumstances, the customer shall supply on request a purchase order number to cover the cost of the PM or service intervention, if any, to enable the work to be carried out by Colourgen. Failure to provide such a PO shall terminate the contract at Colourgen's discretion. No payment will be due to the customer for any unexpired portion of the contract
10. Colourgen may, at its discretion, first inspect the equipment and, where necessary and with the customer's prior approval, perform repairs and/or make replacements to bring the equipment to an acceptable operating condition. The inspection will be free of charge, if performed at Colourgen's convenience, but all other agreed charges will be borne by the customer. Inspections on demand will incur a charge. Where this contract is sent to the customer following prior remedial work ordered by the customer, the rectification of problems caused by the non-completion of any outstanding incomplete remedial work, previously advised to the customer as being required for satisfactory equipment operation and reliability, is not included. Within the initial 30 days of a new contract, Colourgen reserves the right to terminate the contract and/or propose additional charges for continuing the contract for the initial term, in the event of excessive equipment failures. In this event, Colourgen will, on request, repay the customer pro-rata for the unexpired portion of the contract
11. Colourgen shall not be liable to the customer or to any third party for direct, indirect or consequential loss or damage to data equipment or other property or for loss of profit, business, revenue, goodwill or anticipated savings. In no circumstances shall Colourgen's liability for loss or damage exceed the annual charges made under this agreement for the equipment concerned, howsoever caused and irrespective of the number of claims made.
  - 11a. Notwithstanding clause 11 above, Colourgen will make good, at its own expense, any damage to any item of equipment caused by accident or the negligence of its engineers whilst working on said equipment, restoring it, where possible, to as-was condition prior to said work being done.
12. These terms and conditions supersede all previous terms and conditions.
13. Special Conditions: None