

## Care For Life Programme Terms and Conditions

### 1. THE AGREEMENT

#### TALLYGENICOM (TG) AGREES TO THE FOLLOWING:

- To sell consumables directly to the customer via web, telephone or fax at pricing detailed on TG's website.
- To supply maintenance free of charge for five years from date of purchase or for the stated workload life (in printed pages) of the printer whichever is sooner.
- This service is **only** available for printers that are using supplies purchased directly from TG
- Labour, travel and spares costs are free of charge.

### 2. SERVICE:

Subject as hereinafter mentioned "TallyGenicom" (TG) will provide labour, travel and spares, excluding lifed spare parts to repair the equipment specified in the agreement. Travel expenses are also included in the agreement provided the location of the equipment is within mainland United Kingdom of Great Britain and Northern Ireland. Travel expenses incurred beyond that radius will be charged to the customer and will include the reasonable cost of transportation, lodgings and meals.

### 3. The End User agrees to the following:

The end user agrees to purchase all supplies for the equipment from TG. All supplies purchased from TG will be included in the agreement subject to the terms and conditions and detailed in this document. All orders for supplies must exceed a **minimum order value** of £50.00 ex delivery charge and VAT. All orders for supplies must include TG's agreement number. Any order value below £100 will attract a delivery charge of £10.

Where TG acknowledges an order with greater than five working days lead time of supply then the customer retains the right to purchase independently without effecting the service provision.

### 4. ON-SITE SERVICE PROVISION:

Repairs will normally be carried out next business day at a UK mainland address. TG reserves the right to return the equipment to a TG Repair Centre for repair if they consider this necessary.

Service excludes items listed as supplies and lifed spare parts

TG does not guarantee 100% availability of next business day service.

This agreement does not cover service necessitated by malfunction of supplies not provided by TG.

This agreement does not cover service necessitated by negligent or improper use of, or wanton damage

This agreement does not cover damage caused by using the printers in excess of the manufacturer's average duty cycle.

### 5. HOURS OF SERVICE:

This agreement does not cover work outside TG's normal working hours which are 09.00 to 17.00 on Monday to Friday inclusive, excluding any Public or Bank Holidays. TG neither guarantees nor implies the availability of service outside the said working hours. Any service provided outside the said working hours shall be charged at TG's prevailing premium rates in force at that time.

### 6. CHARGEABLE SERVICE CONDITIONS:

Prior to this agreement all equipment that should be covered under this agreement shall be in good working order.

Where TG are called out to service the equipment and it is found that the equipment is not under good working condition and/or where the supplies have not been purchased directly from TG, or are not TG supplies or where the printer has been serviced by a non authorised TG service organisation, then the customer shall pay for all travel expenses in that call-out and any labour and materials which in TG's absolute discretion are necessary to put the equipment in good operating condition. Prices will be at the prevailing TG rates.

### 7. PAYMENT:

The agreement commences upon full acceptance of the terms and conditions. All purchases for supplies, options and lifed spare parts items are chargeable and should be paid for immediately or within 30 days of invoice where a credit agreement is in place and subject to TG standard terms and conditions.

The agreement will be terminated if payment is not received within the due period.

Title to the supplies does not transfer until payment has been received in full.

### 8. NOTICES:

#### FROM THE CUSTOMER:

The customer must provide access to the equipment at all reasonable times to TG's service personnel and vehicles. The customer must enable TG to carry out service under this agreement.

The customer shall make available to TG all necessary drawings, handbooks, manuals and other technical data relating to attached equipment and shall upon request and for the assistance of TG in undertaking the agreement provide staff familiar with the customer's programme and/or applications.

The customer shall not perform nor attempt to perform or cause to be performed any repairs to the equipment during the terms of this agreement except as expressly authorised by TG in writing.

The customer shall give TG 30 days written notice of any changes to be made in the location of the equipment. Geographical service restrictions may apply.

Immediately on re-location of the equipment TG shall be entitled to inspect the same and check that it is in good operating condition. Any repairs required to put the equipment in such condition shall be paid for by the customer at TG's prevailing rates except for such repairs necessary to correct any faults which had been notified to TG in writing prior to the re-location of the equipment.

#### FROM TALLYGENICOM:

TG shall be liable for any damage to the equipment caused by negligence of its employees. TG shall not be liable for any loss of business or profits or for any other consequential loss or damage suffered by the customer or any third party arising from any act, default, omission, negligence or delay of TG or its employees or from any defective or incorrect component or material supplied by TG or from the equipment being out of action or incorrectly adjusted and any liability therefore is hereby specifically excluded.

#### ENTIRE AGREEMENT:

This agreement is non transferable.

This agreement is governed by the laws of England.

Where TG are unable to provide supplies or spare parts to necessitate a repair, TG will offer the customer an equivalent refurbished item of equipment.

Agreements are subject to geographical restrictions.

TG reserves the right to adjust these terms and conditions and the customer will be notified in writing of these changes.

The foregoing terms and conditions shall form the entire service agreement between TG and the customer and shall not be varied by the terms and conditions of any order submitted by the customer for the repair and maintenance of the equipment.

This agreement shall commence on the effective date and shall remain in force for a period of 12 months and thereafter it shall continue for further periods of 12 months up to the end of life of the product whilst the customer has ownership of the printer. The printer must be within its stated workload life and the end user has purchased the printers consumables directly from TG.

The **Effective Date** is the date when the contract commences.



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