

## TERMS AND CONDITIONS OF FIELD SERVICE AGREEMENT

1. Subject as hereinafter mentioned "ACL" will keep the equipment described and located in this contract, configured to the manufacturer's original standard specification, in satisfactory operating condition, and during the term, supply replacement parts for the equipment, other than consumables required as the 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, Tally Genicom 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 ACL. Satisfactory operating condition is defined as performing to the original manufacturers specification whilst using media, ink, ink cartridges, ribbons, printheads, toners, etc approved for use in the equipment by and if possible supplied by, the original manufacturer and in the environment approved by the original equipment manufacturer. ACL may at its discretion sub-contract any or all of the services provided under this contract to suitably qualified sub contractors. Travel expenses are included in the annual charge referred to in the agreement.
2. Repairs will normally be carried out at the location of the equipment mentioned in the schedule but ACL reserve the right to return the equipment to a ACL Repair Centre for repair if they consider this necessary.
3. This agreement does not cover service necessitated by malfunction of parts or attachments not manufactured or supplied by ACL or which have been supplied by ACL and modified without approval of ACL.
4. This agreement does not cover service necessitated by negligent or improper use of, or wanton damage by the customer or any third party to, the equipment.
5. This agreement does not include overhauls, periodic maintenance or the supply of consumable material such as ribbons and paper.
6. This agreement does not cover work outside ACL normal working hours which are 09.00 to 17.00 on Monday to Friday inclusive, excluding any Public or Bank Holidays. ACL 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 ACL premium rates in force at that time and such charges are not included in the annual charge referred to in the agreement.
7. If any or all equipment to be serviced under this agreement was not under warranty or a ACL Service Agreement immediately prior to the effective date, such equipment may be subject to inspection by ACL. The customer shall pay for such inspection, service and for all labour, materials and travel expenses which in ACL absolute discretion are required to place the equipment in good operating condition. Charges shall be based on the then prevailing ACL service rates. Equipment must be in complete and working condition prior to commencement of an agreement.
8. (b) Where ACL are called out to service the equipment but service is excluded by paragraphs 3, 4 or 5 hereof then the customer shall pay for all travel expenses in that call-out and any labour and materials which in ACL absolute discretion are necessary to put the equipment in good operating condition. Such charges shall be based on the then prevailing ACL service rates.
9. This agreement shall commence on the effective date and shall remain in force for the agreed term. Unless it is terminated in any one of the following ways.
  - (a) On agreements where ACL has not been called out to attend to the equipment during the current agreement period, the customer must give 90 days written notice. ACL will credit the customer with the number of full months remaining on the contract and an administration charge of £50.00 will be applied.
  - (b) On agreements where ACL has been called out to attend to the equipment during the current agreement period, 90 days written notice is required. No refund will be payable by ACL.
  - (c) By the Customer exercising the right of termination under paragraph 13 hereof.
  - (d) Either party may terminate this agreement forthwith on breach by the other party of any of the terms and conditions hereof.
  - (e) ACL may terminate at any time within the contract period. ACL would refund the number of full weeks remaining on the contract as paid.
10. The customer agrees with ACL as follows:
  - (a) To provide access to the equipment at all reasonable times to ACL service personnel to enable ACL to carry out service under this agreement.

- (b) To operate and care for the equipment as described in the Maker's or Manufacturer's published literature.
- (c) The customer shall make available to ACL all necessary drawings, handbooks, manuals and other technical data relating to attached equipment and shall upon request and for the assistance of ACL in undertaking the agreement provide staff familiar with the customer's program and/or applications.
- (d) The customer shall not perform nor attempt to perform or cause to be performed any repairs to the equipment during the terms of this contract except as expressly authorised by ACL in writing.
11. (a) ACL shall be liable for any damages to the equipment caused by negligence of its employees. ACL shall not be liable for any loss of business or profits, business, revenue, goodwill or anticipated savings. In no circumstances shall ACL'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. 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 ACL or its employees or from any defective or incorrect component or material supplied by ACL or from the equipment being out of action or incorrectly adjusted and any liability therefore is hereby specifically excluded.
12. (a) The customer shall give ACL minimum 3 days previous written notice of any changes to be made in the location of the equipment and any location change may require an alteration to the annual charge. Such alterations will be effective on relocation of the equipment.  
(b) Immediately on re location of the equipment ACL 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 ACL's prevailing service rates except for such repairs necessary to correct any faults which had been notified to ACL in writing prior to the re-location of the equipment.
13. Not applicable.
14. This agreement is not transferable.
15. This agreement is governed by the laws of England.
16. ACL is not responsible for failure to render service due to causes beyond its reasonable control.
17. Contracts include labour, travel, parts and return carriage from ACL where applicable.
18. Contracts do not include consumables, covers, worn out hammerbanks, print heads, fuser units, maintenance kits or faults arising from improper use.
19. We reserve the right to carry out a pre-contract inspection at a price agreed.
20. Response times are next day onsite. Target response time is next business day, Monday to Friday, 9:00am to 5:00pm.
21. Contracts are subject to geographical restrictions.
22. ACL reserve the right to adjust these terms & conditions and the customer will be notified in writing of these changes. ACL shall not be liable to the customer or to any third party direct, indirect or consequential loss or damage to data equipment or other property or the loss of profit business, revenue, goodwill or anticipated savings. In no circumstances shall ACL liability for loss or damage exceed the annual charges made under the agreement for the equipment concerned, however caused and irrespective of the number of claims made.
23. The foregoing terms and conditions shall form the entire service agreement between ACL 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.
24. Service of the equipment or of any part thereof when, in the reasonable opinion of the company, it has reached its end of life (EOL) in which event the company shall notify the customer. ACL under this agreement will endeavour to support this contract on best endeavours. As and when relevant sub-assemblies new or refurbished are unavailable, ACL will offer the Customer a pro rata discount calculated on this agreement, or a part exchange value of the equipment against the current compatible model.