

# AMA Business Systems Ltd

## Standard Terms for the Supply of Hardware

These terms are supplemental to the General Terms and Conditions of Software Hardware and Consultancy Supply (the "General Terms")

### 1. Agreement to Supply

- 1.1. We agree to supply the hardware set out in the quotation for the price set out in it and subject to the General Terms and these terms and conditions.

### 2. Conformity with Description and Warranties

- 2.1. Where you have purchased goods that are sold by a specific description, or where it states in the quotation that we have not specified the goods, we warrant that the goods conform with that description, but we do not warrant that they are fit for any particular purpose.
- 2.2. Where it states in the quotation that we have specified the goods, we accept liability in respect of that specification (including, but not limited to, our warranty that they are fit for any particular purpose) only to the extent that, in the circumstances and in view of everything which you had told us by the time we accepted the order, no reasonable professional in our position could have specified those goods.
- 2.3. We exclude to the maximum extent permitted by law all implied warranties and conditions.

### 3. Retention of Title

- 3.1. Title to any goods does not pass until all sums owed by you to us (whether under this agreement or otherwise) are paid.
- 3.2. Until title to any goods passes, you agree to keep them separately from your other goods and marked to indicate that we still possess title to them.
- 3.3. You grant us an irrevocable licence to enter any of your premises where those goods are stored to repossess them if you are in breach of any payment terms of this agreement.
- 3.4. If we repossess any goods pursuant to clause 3.3 above we may make arrangements to re-sell them in any reasonable way (including public auction) or take them back into stock in which case we will credit you with the resale we achieve (less any costs of re-sale and repossession) or an equivalent value of resale if we decide to take them back into stock (we will make a reasonable calculation of the equivalent value on the basis that the goods would be sold as second hand).

### 4. Delivery

- 4.1. The price given in the quotation is, unless written otherwise, for supply of the goods from our premises, and does not include delivery.
- 4.2. If you collect the goods or arrange for a carrier to collect the goods on your behalf you will become responsible for the goods (whether or not you have become the legal owner under clause 3 above) as soon as they are collected.
- 4.3. If we have agreed in writing to deliver the goods, you will become responsible for the goods (whether or not you have become the legal owner under clause 3 above) as soon as we have delivered them to you. If we use a carrier to deliver them, we shall be liable for damage or shortfall up to the point of delivery to you provided that:

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- 4.3.1.the damage or shortfall is notified to us and to the carrier (in writing) within three days of the delivery AND the goods have been signed for as not examined AND you have handled them in accordance with the carrier's conditions; OR
- 4.3.2.(if the goods have not been delivered at all) you notify us and the carrier (in writing) within three days after the scheduled delivery date.
- 4.4. Unless you inform us otherwise within three days of receipt of the goods, you will be taken to have accepted as received in good condition all the goods contained in that consignment.

## 5. Installation and On Site Repair

- 5.1. The price given in the quotation does not, unless written otherwise, include installation and servicing.
- 5.2. If we agree to install or service or repair any goods at a place where you specify ("the Area"), the following will apply (unless obviously irrelevant):
  - 5.2.1.you are responsible for ensuring that any surfaces to which the goods are to be affixed are in a sound condition;
  - 5.2.2.you must provide us with a safe suitable electrical supply at the Area;
  - 5.2.3.you must give our workers unhindered access to the Area;
  - 5.2.4.you must make sure that the Area is safe;
  - 5.2.5.you must provide us with suitable services (e.g. cooling water) at the Area; and
  - 5.2.6.you will (or you will arrange that someone will) be available to let us in at the time we have arranged.
- 5.3. If we cannot carry out the installation, servicing or repair, or if it takes longer than usual because you have not done any of the above, we may charge you for any lost time or additional expense we incur as a result.

## 6. Warranty

- 6.1. This warranty is not a maintenance agreement. Our standard maintenance agreement provides a greater level of cover. If we have agreed to provide or arrange maintenance this is on the basis of our (or our maintenance provider's) standard maintenance terms, this warranty does not apply.
- 6.2 This warranty only applies to goods manufactured by us (if we have supplied another manufacturer's goods you may be covered by a warranty from that other manufacturer). This warranty is only between you and us and the benefit of it may not be transferred to any other person. All warranty claims must be made by you directly to us. We agree (at our discretion) to replace, repair or issue a credit note in respect of any of the goods manufactured by us or remedy any services which we supply and which are found to be defective in materials or manufacture, provided that you let us know the full details in writing within 7 days of discovering the defect.
- 6.3. For items other than consumables, this warranty lasts for twelve months from the date of invoice. This warranty does not cover consumables. Where we make replacements or repairs under this warranty, the warranty which applies to such replacements or repairs extends only to the unexpired balance of warranty at the time of such replacement or repair.
- 6.4. "Consumables" includes laser printer drums, toner, ink, ribbons, paper, print heads and any other items for which it would be reasonable to expect replacement during the lifetime of the goods in question.

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- 6.5. This warranty only applies where you are not in breach of this agreement and where you have only used the goods in accordance with any instructions supplied. This warranty does not apply where you have removed, tampered with or defaced any seals, notices or warning labels on the goods.
- 6.6. This warranty only applies where the defect has not arisen because of neglect, abuse or failure to follow instructions, and where the goods have either been repaired or tampered with by a third party not authorised by us (which includes you).
- 6.7. If we opt to replace defective goods or services, but an exact replacement is not readily available, we agree to make the replacement with goods or services of similar or better quality. In any case, the replacement or repair may be with quality reconditioned or remanufactured parts. The faulty parts become our property on removal and any replacement parts become your property on installation.
- 6.8. We may provide you with temporary parts or fixes because a complete repair is not immediately available. In this case, the temporary parts remain our property and you agree to take good care of them. You agree to comply with all reasonable instructions we may give you in relation to them.
- 6.9. Unless you are eligible for an on-site warranty visit as described below, you are responsible for ensuring that the goods reach us safely (at your cost). **YOU MUST ONLY RETURN GOODS AFTER HAVING CONTACTED US AND RECEIVED AUTHORISATION. WE MAY QUOTE YOU A "RETURNS AUTHORISATION" NUMBER IN WHICH CASE IT MUST BE CLEARLY DISPLAYED ON THE OUTSIDE OF THE PACKAGING.**
- 6.10. If we installed the goods or performed the services at a site within the UK and you are the end-user and purchased the goods or services directly from us, we will visit that site to fulfil our obligations under this warranty. **IF WE VISIT THE SITE AND WE FIND THAT THE DEFECT IS NOT COVERED BY THIS WARRANTY, OR IS SIMPLY A FAILURE TO FOLLOW INSTRUCTIONS WE MAY CHARGE YOU FOR ANY TIME WASTED.** We suggest that you contact us before asking us to make an on-site warranty visit and give us the full details of the problem so that we are not involved in a wasted journey.
- 6.11. If a customer has not bought the goods directly from us our warranty does not extend to making on-site visits and the customer should approach the person from whom they obtained the goods.
- 6.12. **THIS WARRANTY IS IN ADDITION TO YOUR STATUTORY RIGHTS**
- 6.13. This warranty does not extend to configuration or installation of software or recovery of lost or corrupted data. (Configuration and installation services may be available under our Maintenance Terms).
- 6.14. You should take regular, verified backups of all software and data and to store them off-site as we do not accept liability for lost, corrupted or inaccessible data.

## 7. Safety and Disposal

- 7.1. You agree to use the hardware in a way that is safe and to comply with instructions as to its installation, operation and disposal.
- 7.2. You agree not to remove, deface or obscure any safety warnings or seals.
- 7.3. You agree to transfer all safety instructions, labels etc. with the goods if you give possession of them to any other person and to make sure that other person complies with them.
- 7.4. You agree to allow the goods to be operated, installed, configured or repaired only by suitably qualified and trained people.

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7.5. You agree that you will dispose of the goods at the end of their useful life in a safe and responsible way.

## 8 Third party rights

8.1 These terms do not confer any rights on third parties as provided for under the Contracts (Rights of Third Parties) Act 1999 or any similar or subordinate legislation and it is not the intention of the parties to confer such rights.