

ANCHOR DATA SYSTEMS (NI) LTD - MAINTENANCE TERMS & CONDITIONS

WHEREAS:

- (a) The service provider is Anchor Data Systems (N.I.) Ltd. and is hereafter described as the Company.
- (b) The purchaser of the Maintenance Service is detailed on the maintenance invoice and is hereafter described as the Customer.
- (c) The Customer is in possession of certain Equipment supplied by the Company or its Agents is described in the 'Equipment Schedule' (hereinafter called 'the Equipment') which is sited at the Customer's chosen location (hereinafter called 'the premises').
- (d) The Customer has requested that the Company should provide for the Equipment a MAINTENANCE SERVICE as specified below and the Company has agreed to provide such maintenance service in the manner and for the consideration hereinafter provided.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1 - MAINTENANCE SERVICE

The Company agrees to carry out on the Equipment a Maintenance Service as described in this Agreement including the First Schedule hereto, subject to the provisions appearing in this Agreement including the Schedules. Equipment will usually be serviced by Anchor Data Systems although we may arrange for Customers based outside Northern Ireland to have their equipment serviced by an approved third party (excludes online purchases unless specifically approved by the company. Please view Sales Terms & Conditions for info relating to online purchases).

2 - AGREEMENT PERIOD

- (a) This Agreement shall be effective from the date of the Company's signature and, subject to Clauses 7 & 13, shall continue in force until the end of the stated period.
- (b) In the event of this Agreement being terminated for any reason, the Customer shall upon demand pay to the Company all arrears of payments.

3 - CUSTOMER CARE

The customer shall:

- (a) correctly use the Equipment and any other equipment with which it is habitually used in accordance with any operating manual and with such operating supplies as are in accordance with the Company's specification, and promptly and regularly carry out all operator's maintenance routines in accordance with such manuals.
- (b) not allow any persons other than the Company to adjust, repair or maintain the Equipment except as specified as operator's routine maintenance above
- (c) notify the company immediately if the Equipment is not operating correctly
- (d) constantly maintain the environmental conditions specified in the Equipment manual/Specification
- (e) notify the Company in writing of any movement of, alteration, addition or attachment to the Equipment and should the Company not accept them, with good reason, then the Company shall not be held responsible for any consequences
- (f) maintain the confidentiality of materials, literature, information or knowledge which relates to the trade secrets of the Company or any property marked as proprietary or confidential by the Company in the possession of the Customer. Without prejudice to any other remedy, the Company may at any time by one month's notice to the Customer vary any or all of its charges if by reason of non-compliance by the Customer with this Clause.

4 - SERVICE NOT INCLUDED

- (a) The Maintenance Service provided under this Agreement shall not include the following:
 - (a) changes and/or alterations to the Equipment specifications
 - (b) installation, moving or removing machines, devices or attachments
 - (c) repair or renewal of consumable supplies or accessories. E.g. ribbons, paper-rolls/labels, laser drum cartridges, toner cartridges, inkjet cartridges, thermal print heads, batteries, removable disks, magnetic tapes, cash drawers etc.
- (d) correction of faulty operation due to customer programming errors, misuse of software provided by the Company, unsuitability of or faults in equipment not supplied by the Company, the checking and maintaining of the wiring/cabling system for the supply of current and data transmission
- (e) any remedial maintenance or reconditioning which is necessitated otherwise than by fair wear and tear, or otherwise than by the neglect or default of the Company but the Company may, at the Customer's request and expense carry out such maintenance or reconditioning if so authorised by the Customer after the Company has submitted its estimate therefore.
- (f) the premium is based on a normal operational use of the Equipment if not exceeding 220 hours per calendar month. Any usage in excess of the aforesaid period and service requirements outside normal working hours may be charged extra or require up lift of the standard premium.

5 - NON-COMPANY EQUIPMENT

- (a) The Company shall not be required to maintain any equipment not obtained from the Company and shall have the right to refuse the inclusion of such equipment within the central processing unit or associated controllers and disk drivers.
- (b) The Customer shall not attach or connect to the Equipment any equipment not covered by the Agreement. The Company shall have the right to refuse to include such equipment in the terms of this Agreement.

6 - CALL AUTHORISATION

All requests made by the Customer for service under the terms of this Agreement shall only be made by Authorised Personnel. At the written request of the Company the Customer must notify the Company in writing of the names of the personnel who have the authority to instigate such a request and must subsequently notify the Company of any changes in the Authorised Personnel. If the Company staff are called to the premises and there is no good reason for requesting such services, the Company reserves the right to make an extra charge at the appropriate hourly rate for all time spent by the Company staff as a result of the call and travelling to and from the Premises.

7 - REMOVAL OF EQUIPMENT FOR REPAIR

Any remedial maintenance or reconditioning of Equipment which cannot be reasonable be carried out at the Premises will be carried out by the Company at a location of its choice. In the event that the Customer is at any time unwilling for the Equipment or any part thereof to be removed for repair and the Company considers that such removal is necessary, then the Company shall be entitled to terminate this Agreement as a whole or in respect of the maintenance of specified items of the Equipment by giving to the Customer 30 days' notice in writing to that effect.

8 - ACCESS

The Company's staff shall have reasonable access to the Equipment. The Customer shall, at his own expense, provide on the Premises such suitable storage space and facilities (including heat, light, ventilation and electric current outlets) as the Company's service

personnel might reasonably require.

9 - CHARGES & PAYMENT

- (a) In consideration of and upon receipt of the payments detailed the Company shall provide the service described in this Agreement.
- (b) All standard maintenance charges will be invoiced yearly in advance and be paid by the Customer within 14 days of receipt of invoice. All other charges will be invoiced as the work is carried out. All charges become due and payable in full within 14 days from the date of the applicable invoice. Interest on overdue amounts will be payable at a rate of 1.5% per month (or fractional month) on invoices not fully paid when due.
- (c) All charges shall commence at the date hereof and, if they commence or terminate during a month, they shall be reduced proportionately.
- (d) All charges stated are exclusive of VAT at the current rate.
- (e) The Authorised Personnel's signature on a job docket will be considered as evidence that the Company's obligations have been discharged and/or the necessary work completed to satisfaction.
- (f) Proven claims of unsatisfactory maintenance or repair work will be remedied without extra cost only if reported in writing within eight days of the first service call. The Company will not be liable for any other disadvantage directly or indirectly arising from such unsatisfactory work or from any resultant consequential damage.

10 - VARIATION OF CHARGES

- (a) The maintenance charges specified are based on the Company's scale of charges in force at the date of this Agreement and do not take into account any initial discount allowed.
- (b) Any increase in the Company's scale of charges shall not exceed a rate of 15% per annum compound unless at the Customer's written request the Company is able to support an additional charge on the basis of increased input costs.
- (c) No representations or variations from the terms of this Agreement shall be binding on the Company unless confirmed in writing.

11 - FORCE MAJEURE

The Company shall not be liable for any delay or the consequence of any delay in fulfilling any of its obligations under this Agreement if such delay is due to any industrial dispute or any cause beyond its reasonable control.

12 - LIABILITIES

- (a) The Company shall indemnify the Customer against any direct damage or injury to property or persons to the extent caused by the negligent acts or omissions of the Company under this Agreement, but not otherwise, by making good such damage to property or compensating personal injury, providing that the total liability shall not exceed one million pounds in respect of such damage.
- (b) The Company shall not be liable to the Customer for consequential loss, damage or injury including loss of profits or of contracts or, save as aforesaid, for any loss, damage or injury of any kind whatsoever.
- (c) The Customer shall indemnify the Company in respect of any claim for loss, damage or injury to any person or property occasioned by or arising from the possession, operation, use or modification of the Equipment except and in so far as the Company is liable as aforesaid.

13 - TERMINATION

- (a) Without prejudice to any other remedy which may be available, the Agreement may be terminated forthwith by either party if the other party is in breach of any of its obligations under this Agreement and the breach is not remedied within thirty days after written notice of such breach has been given to the other party.
- (b) The Company shall be entitled to give written notice immediately terminating this Agreement if the Equipment is inspected, maintained, serviced or repaired by any party or technician not authorised by the Company, or if accessories, parts or materials of inferior quality are used which have neither been supplied nor approved by the Company.

14 - ASSIGNMENT

The Customer may not assign the Agreement without the Company's written consent, which shall not be unreasonably withheld in the event of the Equipment being sold to a third party who is prepared to continue with the Agreement.

15 - GOVERNING LAW

- (a) This Agreement is agreed under and is subject to the jurisdiction of the laws of Northern Ireland. All disputes under this Agreement will be settled by the Northern Ireland Courts of Law.
- (b) This Agreement sets out the relationship between the Company and the Customer and supersedes all previous agreements. This Agreement may only be modified upon the written consent of both the Company and the Customer.
- (c) Any claim arising from this Agreement is only valid for the duration covered by the payment chargeable under this Agreement and cannot be carried over beyond the duration for which payment has been made.

FIRST SCHEDULE

1 - PRIME SHIFT SERVICE

The Company will provide the services of field engineers on call on a specified telephone number between the hours of 9.00-17.30 Monday to Friday and 09.00-13.00 Saturday. Service will not be provided on Bank and Public Holidays.

2 - PRIME SHIFT DUTIES

Upon receipt of a call, a Company engineer will attend to carry our remedial repairs at the Premises during the prime shift hours.

3 - REPLACEMENT & SPARE PARTS

- (a) The Company will be responsible for maintaining a reasonable stock of spare parts at its service base.
- (b) All replacement parts required will be supplied by the Company at its expense and the property in any parts removed from the Equipment will be the Company's.
- (c) The Customer will, if so requested by the Company, provide at the Premises storage space for a reasonable stock of spare parts.
- (d) All tools, test and maintenance gear, materials media and documentation remain the property of the Company and are solely for the use of the Company under this Agreement.

16 - OTHER

- (a) The Company reserves the right to suspend Maintenance Cover of any customer until all outstanding charges are settled in full.