

## Product Specific Terms - Repair Services



**These Product Specific Terms apply to the provision of the Repair Services and shall form part of and be incorporated into the General Terms.**

The following additional definitions in this clause apply in these Product Specific Terms. Terms defined in the General Terms shall have the same meaning where used herein.

**Equipment:** the equipment and/or accessories delivered by the Customer to the Supplier for Repair Services.

**Repair Services:** the provision of services by the Supplier to repair the Equipment.

### 1. REPAIR SERVICES

- 1.1 Unless terminated earlier in accordance with the General Terms, these Product Specific Terms shall commence on the date the Customer delivers the Equipment to the Supplier for repair and shall continue until (i) the Supplier has returned or despatched the Equipment to the Customer or (ii) received any payment due from the Customer, whichever is the later.
- 1.2 The Supplier shall, subject to the availability of any required parts, make all reasonable efforts to repair the Equipment. The Supplier shall perform the Services using reasonable care and skill.
- 1.3 Any time estimate for completion of the Service which may be given to the Customer is an estimate only and does not form any contractual obligation.
- 1.4 If the Supplier is unable to complete the Repair Services for any reason, or the Repair Services will incur further costs payable by the Customer, the Supplier will promptly notify the Customer.
- 1.5 The Supplier may sub-contract the Repair Services to a third party.
- 1.6 The Supplier shall notify the Customer when the Equipment has been repaired and is available for collection or despatch. If the Customer does not collect the Equipment within a reasonable period, the Supplier may dispose of the Equipment. Any sum obtained on disposal will be used to meet any unpaid charges the Customer is liable to pay and any remaining balance will be sent to the Customer. Any remaining outstanding charges will remain payable by the Customer.
- 1.7 If the same fault should re-occur in the 12 months from the date the Equipment is ready for collection the Supplier will repair it free of charge. For the avoidance of doubt, if the Equipment develops an additional fault unrelated to the original repair, the repair warranty contained in this clause 1.7 will not apply.

### 2. CHARGES

- 2.1 The cost of the Repair Services will be calculated where possible in accordance with the Supplier's standard charges from time to time. If the cost does not fall within the Supplier's standard charges, or if the Repair Services are to be sub-contracted the Supplier will provide the Customer with an estimate of the cost of the Repair Services and the Supplier will not commence the provision of the Services until it has received the Customer's acceptance of that estimate.
- 2.2 If the Supplier is unable to repair the Equipment, or the Customer does not accept the Supplier's estimate, or no fault is found in the Equipment, the Supplier will return the Equipment to the Customer as is.
- 2.3 If no fault is found on the Equipment the Supplier reserves the right to charge the Customer an inspection fee in accordance with the Supplier's standard charges from time to time.
- 2.4 The Supplier may keep the Equipment until all charges payable have been paid. The Supplier may also charge an additional fee for storage of the Equipment.

### 3. LIABILITY

- 3.1 The Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance pursuant to these Product Specific Terms shall be limited, at the Supplier's option to: (i) re-performing the Repair Services; (ii) payment of the cost of having the Services supplied again; or (iii) repaying to the Customer any Charges that the Customer has paid in respect of the Repair Services.
- 3.2 If, through the Supplier's negligence or wilful misconduct, the Supplier damages the Equipment beyond economical repair, or loses the Equipment, the Supplier's liability will be limited to the cost of providing a replacement with equipment that is the same as or similar to the Equipment.
- 3.3 Any data or information that the Customer may have stored on the equipment shall remain the Customer's sole responsibility and the Supplier accepts no liability for loss or corruption of such data howsoever caused. It is the Customer's responsibility to keep a record of any such data.
- 3.4 The Supplier shall not be liable for any claim arising under these Product Specific Terms unless the Customer give the Supplier written notice of the claim within three (3) months of becoming aware of the circumstances giving rise to the claim or, if earlier, three (3) months from the time the Customer ought reasonably to have become aware of such circumstances.