

# Electronix Services

Supporting Electronic Equipment For Over 30 Years

## **Terms & Conditions**

The following are the terms of a legal agreement between the undersigned customer and Electronix Services. When requesting service, the customer acknowledges and confirms that they have read, understood, and agree to be bound by the terms below and to comply with all applicable laws and regulations.

## **Authorisation**

The client authorises Electronix Services to conduct an evaluation of the job, the machine or part sent to determine the nature of the damage and provide an estimate of the work involved, the costs and the timing. The initial evaluation fee that is chargeable on all services is redeemable against any additional cost incurred in the authorized Service. No work beyond this initial evaluation fee will be charged without explicit client approval.

## **Limited Liability**

Electronix Services shall not be liable for any claims regarding the physical functioning of equipment/media or the condition or existence of data or storage media supplied before, during or after the service event. In no event will Electronix Services be liable for any damage to the serviced item, the machine or facility from where the part came, loss of data, loss of revenue or profits, or any special, incidental, contingent, or consequential damages, however caused, before, during or after service even if Electronix Services has been advised of the possibility of damages or loss to persons, property, equipment or other. Electronix Services liability of any kind with respect to the services, including any negligence on its part, shall be limited to the contracted invoiced price for the specific service only.

The client and Electronix Services agree that the sole and exclusive remedy for unsatisfactory work or unrecoverable data shall be, at Electronix Services option, which may include additional attempts by Electronix Services to carry out further rework/service (or recover data) or refund the amount or a portion of the amount paid by the client for the service(s). The parties acknowledge that the price of Electronix Services' costs would be much greater if Electronix Services undertook more extensive liability. The client must make themselves aware of the inherent risks of injury and property damage involved in service, including without limitation, risks due to destruction or damage to other equipment, machine or parts, media, or data and inability to service the machine or recover data, including those that may result from the negligence of Electronix Services and assumes all responsibility and indemnifies Electronix Services against any and all known and unknown risks of injury and property damage or other damage that may result.

If any service is deemed by the customer to be below expectation, the customer should notify Electronix Services in person or by confirmed email within 24 hours of receipt. Electronix Services will investigate and may endeavor to offer a solution or an alternative remedy. If it's deemed that additional materials or work is required to rectify same, the customer is liable to pay all of the costs arising from such additional requirements.

It should be noted that physically broken/damaged equipment cannot be returned to factory condition or in cases where sealed items have to be opened and seals have to be removed/broken, it may not be possible to return them to pre evaluation condition. In cases where problems are encountered with services carried out by Electronix Services notification must be received within 48 hours of the return or collection, otherwise we accept no responsibility.

## **Confidentiality**

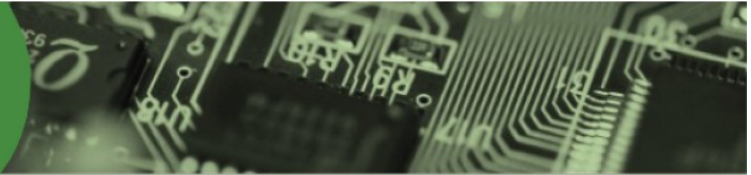
Electronix Services agrees never to disclose any and all information supplied by the customer to third parties or use for any other purpose other than the Service of the customer's equipment without prior written consent. It will keep confidential data files supplied with, stored on, or recovered from client's equipment except to its employees subject to confidentiality agreements or as required by law. The detailed NDA is available to download from our site if required.

Electronix Services will take all reasonable precautions to keep the details of the order and payment secure, but Electronix Services will not be liable for unauthorized access to information supplied by you. No data, including addresses, telephone numbers, and email addresses will be released or sold on to any third party.

Electronix Services view its processes, procedures and technical details of its methodologies as company confidential and cannot share this with its clients

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## **Payment**

Payment is due in full upon completion of a successful service event, prior to release of the serviced machine/item (whether shipped or picked up). Credit terms of 30 days can exist on approved accounts only and in exceptional circumstances. The client is financially responsible for all shipping costs, freight insurance, custom duties and taxes to and from Electronix Services. Payment is accepted by debit card, bank transfer/draft, postal/money order or by cash. In the case of credit card payments, a surcharge applies. All goods remain the property of Electronix Services, until full payment is cleared.

## **Freight**

In cases where Electronix Services arrange Freight, and the contents of a parcel have either been lost or damaged while in transit, there is a limited liability cover based on the weight of the item. The total liability is limited to the net cost of replacement/repair, up to a maximum of €400. Additional Freight insurance cover is the sole responsibility of the client.

## **Warranty**

All service work carries a return to base warranty, specifically 7 days warranty on software enhancements, 90 days warranty on hardware provided / installed by Electronix Services, from date of the service event and on the specific service event only. Extended warranties can be purchased and agreed separately. Electronix Services makes no warranty on data, express or implied, and Electronix Services disclaims any data warranty of any kind. All claims should be made in a reasonable timeframe, Warranty on hardware does not cover any physical or liquid damage. Additional or subsequent issues discovered with a serviced item are not covered under the specific service warranty. A written engineering report is chargeable as an additional service and is not included as standard. Goods are never sold on a trial basis, all goods are sold with a 3-month warranty (extended warranties can be purchased and agreed separately), but Manufacturer's warranty can supersede this. Any equipment not collected after 3 months will be disposed of without further recourse.

## **Governing Law**

These terms of sale and the supply of the goods and services will be subject to Irish law and the Irish courts will have jurisdiction in respect of any dispute arising from the contract. The parties shall submit all disputes relating to this Agreement (whether contract, tort or both) to arbitration in the first instance.

## **Licensing**

Electronix Services staff only install licensed software and undertake all work on product with the authorisation and express consent of the customer. Whether provided or requested, under no circumstance will the company knowingly install UNLICENSED software or contravene any copyright or patent infringements. In all circumstances it is the customer's responsibility to ensure that no liability exists on Electronix Services by software installation or undertaking other work requested by the client. The customer hereby confirms that it will indemnify Electronix Services for any and all liability that may arise in respect of the use of unlicensed software or work on any equipment that may be subject to other licensing agreements (unknown to Electronix Services)

Company Name: \_\_\_\_\_

Client Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date:     /     /