

## TERMS & CONDITIONS

### 1. OUR RESPONSIBILITIES

1.1 Where a client subscribes and has paid for the service, Plus will schedule an engineer to site to inspect and fault find an existing audio visual deployment for manufacturing defect and component failure where the installation has been undertaken in the UK or Ireland. Bookings must be made before 12 noon or will be scheduled for the subsequent working day if after our cut off.

1.2 The warranty provides prioritised access to an on-site engineer for one day unless specified to a maximum of five days in any contract year. The service operates on a reasonable endeavours basis and is not guaranteed. The engineering day for support will be limited to a maximum of 8 hours, between 9:00 am and 17:00 pm, Monday to Friday for next business day services or Monday to Sunday for next day service contracts (excluding bank or public holidays) Including travel.

1.3 We endeavour to complete the defined scope of the service request within the time detailed in clause 1.2 however some repairs or fault finding will exceed one business day. In this event further days can be scheduled to a maximum of five days before additional charges are incurred. Based on availability of a suitable engineer, subsequent visits may not be immediately proceeding the initial site visit.

1.4 Should additional on-site engineering or fault finding assistance be required above the included five business days included within the contract per annum and is requested by you, it will be regarded as a separate contract, incurring an additional charge for each full-day at our publish day rate. We will endeavour to provide this additional assistance straight away however this may not be possible and an alternative, mutually convenient date may be required.

1.5 Spares packs, replacement products or parts are required to be purchased separately. Any repairs required and covered as an addition to this service include all parts and labour to cover component failure or manufacturing defect. The premium includes the return of any repaired parts back to the client. Repairs are undertaken in controlled conditions at our service centre in Bracknell only.

### 2. YOUR RESPONSIBILITIES

2.1 To provide all access equipment, an onsite risk assessment and safe working permits for our engineer on each visit requested

2.2 To ensure that you and your client fully understand and fully accept the terms of the Plus next business day onsite engineering service.

2.3 To ensure that the hardware and software fully meets the recommended technical specifications as defined by the manufacturer for the work to be carried out.

2.4 To ensure that the LED video wall spares pack is available and retained in a safe place onsite when our engineer visits to resolve an issue with the wall. Service visits are only possible when the batch specific spares pack is available for the engineer to use.

2.5 If using network based LED drivers, Unified communication products, Video wall processors or media playback devices as part of the system to ensure that a competent I.T. support person is available when we are on-site to:

2.5.1 Offer general advice regarding local area networking connectivity and highlight any potential issues or problems that might inhibit the engineer from completing a technical survey.

2.5.2 Determine where the program files and database files are to be installed.

2.5.3 Temporarily disable anti-virus software, and Spyware products during the software installation (if required) and to take suitable precautions to protect the system from attack during this period.

2.5.4 Provide network, computer and folder access / permissions as required to facilitate the operation of the software.

2.6 To agree that all risk involved with the software installation is fully understood and borne in its entirety by the client. Midwich Ltd and their employees accept no liability for software, hardware or network functionality arising at the time of, or subsequent to offering support in the software installation, or for loss of data, business or revenue that may or may not have arisen from carrying out the onsite assistance.

### 3. DISCLAIMER OF WARRANTIES AND LIABILITY

3.1 Under no circumstances will Midwich UK&I, Plus or any trading entity be liable for:

3.1.1 lost income, lost profits or lost business, wasted time, anticipated savings, lost goodwill, third party costs and charges, any business interruption or loss of or corruption of data, in each case whether caused directly or indirectly; or



3.1.2 any indirect, consequential, incidental or special damage however caused and whether arising under contract, tort including negligence, statute or otherwise, even if Midwich UK&I knew of such potential liability.

3.2 Subject to clause 3.1 the maximum aggregate liability of Midwich shall not exceed the amount paid by you to Us under this Agreement.

3.3 Midwich UK&I shall not be liable for and shall be excused from any failure to deliver or perform or for delay in delivery or performance due to causes beyond its reasonable control.

#### 4. MISCELLANEOUS

4.1 Governing Law. This Agreement shall be subject to the laws of England and the parties submit to the exclusive jurisdiction of the courts of England.

4.2 You shall provide us with any information that we may reasonably request from time to time and which we reasonably require in order to fulfil any of our contractual obligations under this Agreement.

##### What is provided

Onsite engineering support, remote engineering support via phone and email and all parts and labour repairs of equipment outlined in the equipment schedule. Product repairs under this service are obtained by contacting Midwich via the Plus helpdesk. The service is an extension to the standard warranty service provided with the product from the manufacturer. The service to be provided will depend upon the product you have purchased. We will advise you which of the following services is to be provided:

Service level agreement (SLA) times quoted are target times only and not guaranteed. We accept no liability for any costs or expenses you might incur, or losses you might suffer if these target times are not met. We endeavor to resolve any technical support ticket in a timely and reasonable manner.

Repairs will ensure that your product or its replacement provides satisfactory performance consistent with its age and usage. Replacement products may be refurbished units. For some products it may be more expedient to replace parts of a faulty product such as power supply or card rather than an entire unit. Our helpdesk will discuss options based on the specific case ticket raised. The unexpired term of the enhanced warranty service will be transferred to the replacement product.

##### What is not provided

This extended warranty service does not cover:

- Routine maintenance and cleaning or parts replacement due to wear and tear;
- Replacing of accessories or consumables;
- Programming, graphics and commissioning services;
- Damage or defects caused by use, operation or treatment of the product inconsistent with normal use;
- Any access or safety equipment for working at height or accessing faulty products;
- Damage or changes to the product arising from misuse, including but not limited to physical, cosmetic or surface damage, failure to install or use the product for its designated purpose or in accordance with the manufacturers / our instructions; failure to maintain the product properly and in accordance with the manufacturer's instructions; modification to the product;
- The use of options, parts or consumables which are not sourced from the Midwich UK&I or its subsidiaries.
- Misuse, including any use outside the product's specification, excessive or inappropriate use, or use in an adverse or abnormal environment
- Virus infections or use of software/s not provided with the product or incorrectly installed software/s;
- Repair or attempted repair by unauthorized and nonaccredited persons;
- Neglect;
- Mishap, fire, liquids, chemicals, other substances, flooding, vibrations, excessive heat, improper ventilation, power surges, excess or incorrect supply or input voltage, radiation, electrostatic discharges including lightning, other external forces and impacts.
- Damage to the glass panel on the front screen of a panel.
- Power overloads.

##### Limitations of liability

If the product or any other item owned by you is damaged as a direct result of Plus providing the service in a negligent way, Plus and its trading Midwich UK&I company accepts liability for the damage caused to those items. If the product itself is damaged as a direct result of Plus providing the service in a negligent way, Midwich will repair or replace the product; if other property is damaged as a direct result Plus will pay up to a maximum of the value of £5,000 GBP. Plus and the Midwich UK&I does not accept liability beyond this. In particular it does not accept any liability for breach of contract or otherwise for any consequential loss or damage, loss of use of the product or other items or loss of sales, profits or opportunity you may suffer. If you think a failure by Plus to provide the service may cause you losses of this kind and it is important to you to protect against them, you should either take out appropriate insurance or contact Plus to discuss individually negotiated terms at a premium price. The terms of the agreement between you and Plus are fully set out in this document. There are no other terms,



conditions or warranties which apply to the agreement or which are implied into it (except any terms implied by statute which cannot be excluded). The service to be provided is as described in this document and you should not rely on any representation made to you which suggests otherwise.

Notwithstanding the above, nothing in this agreement shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation or wilful default; and
- (c) any matter in respect of which it would be unlawful for Us to exclude or restrict liability.

#### **Cancellation of services**

You cannot cancel or receive a refund for Plus assurance after sales services (such as maintenance, repair and training services) once we start performing the services. You will also be unable to cancel extended warranty and enhanced warranty services once you have started using the service.

The extended warranty will automatically be cancelled if you submit a claim you know to be false, fraudulent or a misrepresentation.

#### **Transferring your extended warranty**

##### **a. To other equipment**

You cannot transfer your extended warranty to any other equipment except where We transfer the benefit of such to replacement products.

##### **b. To a third party**

You cannot transfer the benefit of your extended warranty to a third party without our consent which shall be in our absolute discretion.

#### **Additional information**

Your extended warranty is provided and administered by Midwich UK&I, Vinces Road, Diss, Norfolk IP22 4YT, United Kingdom, for and on behalf of the Midwich UK&I company that has supplied the service.

#### **Governing law**

These Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the country where the service was purchased.

#### **Call recording**

Calls may be recorded for training, quality improvement and security purposes in accordance with the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000.

#### **Force majeure**

We shall not be under any liability for any failure to perform any of our obligations under the Agreement due to events over which we have no control ("Force Majeure") including but not limited to the following non-exhaustive list of events such as: Act of God, explosion, flood, tempest, fire or accident; war or threat of war, terrorist atrocities, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes; difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery; non-performance by suppliers or Service Providers undergoing an Insolvency Event; Unforeseeable shortages in the availability of personnel caused by epidemic or pandemic; Economic Recession.

#### **Definitions**

"Plus" / "Midwich"/, "We" / "we", Our/ "our" or "Us" / "us" means Midwich UK&I, Vinces Road, Diss, Norfolk, IP22 4YT United Kingdom, or a contractor appointed by us;

"Price" means the payment made by you to us in consideration for this extended warranty;

"Services" means the Extended warranty services that Midwich shall provide under the Agreement;

"Working day" means the hours between 9.00am and 5.00pm, Monday to Friday, excluding any national bank or public holidays in the UK or the Republic of Ireland and any days falling between Christmas and New Year;

"Working hour" means any hour in the working day;

"You" / "you" means the person who has purchased the extended warranty;

"Your specified address" is the address given by you as the location of the product covered by the service.

The specification for Midwich supplied products is that defined by the manufacturer of the product.