



REPAIR+ TERMS & CONDITIONS

OUR RESPONSIBILITIES

- 1.1 Where a client subscribes and has paid for the service, Midwich will inspect and repair a product with warranty coverage that has a manufacturing defect or component failure.
- 1.2 The warranty provides prioritised access to the Plus helpdesk and Repair+ service centre. The service operates on a reasonable endeavours basis and is not guaranteed. Target inspection of a product is 3 business days from receipt, with average repair times expected to be 7-10 days - subject to availability of spare parts for warranty defects.
- 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 the targets outlined. In this event, further repair time will be scheduled to a maximum of five days before additional charges are incurred.
- 1.4 Should on-site engineering or fault finding assistance be required, 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 Where batch-specific products such as LED are covered by the return to base warranty, spares packs containing modules, receiver cards and system boards are required to be purchased separately. If these items develop a fault, any components used to repair modules, such as IC chips, masks or diodes, are included with labour to cover component failure or manufacturing defect. The premium includes the return of any repaired spare parts back to the client. Repairs are undertaken in controlled conditions at our service centre in Bracknell only.

YOUR RESPONSIBILITIES

- 2.0 To apply for a return to manufacturer authorisation (RMA) from the Plus helpdesk. Once approved, suitably package and return any faulty product at your cost to the repair centre with the approved RMA authorisation number clearly marked on the consignment.
- 2.1 To ensure that you and your client fully understand and fully accept the terms of the Repair+ warranty and repair service.
- 2.2 To ensure that the hardware and software fully meet the recommended technical specifications as defined by the manufacturer for the work to be carried out.
- 2.3 To agree that all risk involved with any software or firmware installation is fully understood and borne in its entirety by the client. Midwich Ltd and its 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 our service.

3. DISCLAIMER OF WARRANTIES AND LIABILITY

- 3.1 Under no circumstances will Midwich Ltd, 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 Ltd 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 Ltd 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:

Repair services arising from manufacturing defects or component failure on a listed item of hardware. Service level agreement (SLA) times quoted are target times only and are 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 endeavour to resolve any technical support ticket in a timely and reasonable manner.

Repairs will ensure that your product provides satisfactory performance consistent with its age and usage. Replacement products, where applicable, may be refurbished units. 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:
- On-site engineering support or callouts
- Advanced replacement products or parts
- 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 the 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 or failure to install or use the products 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 group 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 unauthorised and nonaccredited persons;
- Neglect;
- Mishaps, fire, liquids, power overloads, chemicals, other substances, flooding, vibrations, excessive heat, improper ventilation, power surges, excess or incorrect supply or input voltage, radiation, electrostatic discharges, including lightning and other external forces and impacts.
- Damage of any kind, including to the glass panel on the front screen of a panel.



Limitations of liability

If the product or any other item owned by you is damaged as a direct result of Midwich providing the service negligently, Midwich and its trading Midwich Group company accepts liability for the damage caused to those items. If the product itself is damaged as a direct result of Midwich providing the service negligently, Midwich will repair or replace the product; if other property is damaged as a direct result, Midwich will pay up to a maximum of the value of £5,000 GBP. The Midwich Group 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 Midwich 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 your account manager to discuss individually negotiated terms at a premium price. The terms of the agreement between you and Midwich 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 ss to exclude or restrict liability.

Cancellation of services

You cannot cancel or receive a refund for the service 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 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 Limited, Vines Road, Diss, Norfolk IP22 4YT, United Kingdom for and on behalf of the Midwich Group 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

"Repair+" / "Midwich"/, "We" / "we", Our/ "our" or "Us" / "us" means Midwich Limited, 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.