

# Terms and Conditions - Service and support

By using repair and technical services(I) provided by Xpres you are entering into a contract with us. The terms below set out our obligations to you and what you are agreeing to. Technical services include, but are not limited to, repairs (whether on the customer's premises or at Xpres' premises), machine relocations, ICC profiling visits, preventative maintenance, and training.

#### Repairs

We endeavour to complete internal repairs (at Xpres' premises) within 5 working days (excluding return shipping) once an issue or fault has been found through the process of assessment, unless otherwise stated. Subject to parts and engineer availability. Xpres will inform you of unforeseen delays.

For on-site repairs at customer's premises, Xpres will confirm the engineer booking date at the earliest possible convenience, once the quotation/order has been agreed and processed. Xpres engineers carrying out repairs at your premises will require:

- Full access to the equipment being repaired, throughout the duration of the arranged visit.
- Mains electricity & sufficient lighting.
- 50% or more ink on all ink channels unless otherwise advised by Xpres.
- Spare consumables that may deplete and require replacement during a repair.
- Full access to your PC, specified for running the equipment being repaired.
- Your agreement to follow our reasonable instructions.

**Please note:** You are responsible for ensuring that you have backed-up all data on your computer before we access your system. Xpres cannot be held responsible or liable for any data loss, data corruption, loss of documents, information or any loss that is not foreseeable. Xpres cannot be held responsible for the reinstallation of any programs or data other than software supplied by Xpres.

The price quoted for the repair is limited to replacing the parts quoted for and does not constitute a guarantee of repair for that price. Used parts cannot be returned or refunded.

## **Repair Period**

Indications concerning the repair period are based upon estimates and are therefore not binding. Xpres are not responsible for loss of income or any other consequential loss whilst the machine is being repaired.

## **Repair Warranty**

Unless parts are fitted by the manufacturer, the supplier (Xpres), provide no warranty on the parts supplied / fitted, nor the workmanship.

For repairs of Adkins equipment, a 30 day warranty is provided for parts fitted by Xpres.

## **Defective Parts**

Parts and components used to repair will be manufacturer authorised parts. In rare instances, third party, reconditioned or like-for-like parts will be used. All such parts will meet the same factory specifications as new parts and will be their functional equivalent. All replaced (i.e. defective) parts and components will be offered back to you (excluding parts replaced under warranty).

Xpres cannot be held responsible where new, out of the box (sealed) parts are dead on arrival (DOA). In such an instance, part(s) will be replaced at no cost to you, the customer and the repair rescheduled subject to the next available engineer.

## **Unforeseen Damage or Malfunction**

Whilst undertaking a repair, or during the use of your equipment for any of Xpres's technical services, situations i.e, faults, may arise which we were unable to test for prior to commencement. Therefore, this disclaimer is in place to protect yourself and Xpres from any potential misunderstandings.

You understand we will be unaware of any additional potential issues or faults that could arise as a result of transporting/opening/disturbing electronic or mechanical systems, during dismantle/repair, or through normal use. This may result in additional charges to you, the customer, to cover the costs of parts, labour and / or travel required to repair. We will endeavour to make you aware of this at the time.

An example of typical faults that can occur as a result of repair works, includes, but is not limited to:

- Further error codes not apparent to Xpres whether linked to the original error/problem or not.
- Internal / external component damage.
- Casing / panel damage / scratches and the like, which can occur during transportation or repair works (but will not affect the operation of the system).

## Right To Reject (Exclusions and Voids)

Xpres have the right to refuse to carry out any technical services at our absolute discretion if certain conditions are not met, this includes, but is not limited to:

- The Customer's failure to use manufacturer inks and / or out of date inks.
- Any damage caused to the Product due to the Customer not utilising a standard of reasonable skill and care.
- Any damage caused to the Product by the Customer's negligence.
- Any damage caused to the Product by any malicious act of vandalism caused by any personwhatsoever will not be covered by this agreement.
- Any damage caused by the operation of the Product outside the usage parameters stated in the equipment documentation.
- If any other conditions within this document are not met.

Xpres engineers are allocated a predetermined amount of time for the specific repair they're visiting for. If other equipment at the customer's premises requires attention, this will require a separate quote / charge for an additional visit.

## **Cost estimates**

Cost estimates / quotations are guide estimates based on the information you provide. Xpres cannot guarantee the accuracy of the figures contained. For example, if while repairing the system it becomes clear that more extensive repair work is necessary, we will inform you, and will not complete further work without authorisation in agreement of new cost estimates we provide.

If a repair requires a return visit, this will be chargeable and booked with the next available engineer.

Payment will be required upfront, unless you have a credit account with Xpres.

Xpres reserves the right to alter / change technical services & labour charges at any point of time without prior notice.

## Transport

Repairs: It is the responsibility of the owner to package their product safely and securely when returning it to Xpres. Xpres recommends insuring your product for its replacement value. Xpres will accept no liability for products damaged or lost in transit to or from our service repair facilities.

Once repaired, where agreed, Xpres will return equipment to you. This will include adequate packaging and either via box courier, or via a pallet delivery, where required. Shipping costs will be charged to the customer and discussed beforehand with an Xpres representative.

All ink, toner cartridges and waste ink containers must be removed from the printer(s) prior to shipping and must be packaged separately. They may be included in the same package as the Product for repair, but they must be wrapped and bagged both adequately and separately.

Machine Relocations: Xpres will take great care to handle your equipment in a safe manner when handling, securing, and transporting your equipment. However, please be aware that minor scratches and the like can occur during this process but will not affect the systems operation. Xpres will not be held liable in such instances.

## Weight Limits and Manual Handling

Xpres staff are limited to lifting/carrying 40kg (+/- 10% at the engineer's discretion). Should equipment need moving for repairs, machine relocations or any other reason, you will be requested to provide adequate personnel to assist if it exceeds this weight. Additional staff can be provided by Xpres for an additional charge.

Xpres engineers are not authorised to move equipment between floors (i.e., from ground floor to first floor). Where possible this will be discussed prior to an engineer visit.

## **Disclosure of Modifications**

You must notify Xpres of any modifications that have been made to your product. You must also declare any repairs or replacements not performed by Xpres, the machine's manufacturer or a service provider. Xpres will not be responsible for any damage to the product that occurs during the repair process that is a result of any modifications, repairs, or replacements. If damage results, Xpres will seek your agreement for any additional costs for completing service. If you decline, Xpres may return your product unrepaired / vacate your premises, without completing the repair and without any remaining responsibility, recourse or refunds due.

(I) Defined as, but not limited to; the handling of and / or making good of, any mechanical, electrical and software systems.