

MACANICS

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GENERAL TERMS AND CONDITIONS

Support requests

Support requests are valid if made by (preferably) email or phone.

Email: support@macanics.nl
Phone: +31 (0)20 2400 130

Macanics opening hours are from 9am to 6pm, Monday to Friday excluding Dutch public holidays.

Support requests do not entail any form of immediate email/phone support, with the exception of password/login requests.

Response and resolution times

Macanics uses two different service terminologies:

Response time - the time it takes for Macanics to respond to your support email or call.

Non urgent requests: 1 business day

Urgent (critical and emergency) requests: 1 business hour

Resolution time - the time it takes for Macanics to propose a solution.

Non urgent requests: within 7 business days

Urgent (critical and emergency) requests: within 2 business days

Alterations to facilities or equipment

In the event that the client alters, interferes with, or damages in any way whatsoever any facilities, including but not limited to email or file sharing, or equipment configured, or set up, and/or maintained by Macanics without the Macanics's express prior written consent, the client shall do so at its own risk and liability.

Macanics shall not be liable in any way whatsoever for problems, loss or damage caused either directly or indirectly as a result of the Client's alteration of or interference with facilities, equipment, and/or the client's network or system.

Software

Software support is limited to the technical functionality of the software. Macanics will only support as intended, as-advised and within the general functionality usage of the software.

Confidentiality

Macanics undertakes to maintain strict confidentiality regarding all sensitive information and data that is considered confidential and which is exposed to Macanics in the context of service. This obligation is also imposed on Macanics staff.

A party shall not disclose or use any confidential information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to the contract except with the other party's prior written permission.

Each party agrees to protect the confidential information of the other party in the same manner that it protects its own confidential information of like kind, but in no event using less than a reasonable standard of care.

Confidential information shall not include any information that:

1. is or becomes generally known to the public without breach of any obligation owed to the other party;
2. was known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party;
3. was independently developed by a party without breach of any obligation owed to the other party; or
4. is received from a third party without breach of any obligation owed to the other party.

Handling Warranties

Handling factory warranty is aimed at assisting with equipment malfunctions that have occurred during normal use of the equipment or due to natural wear and / or by component defects. In most cases, these are covered by the manufacturer when a manufacturer support contract exists.

If it is not possible to fix a fault within an acceptable time, Macanics can ensure installation of replacement equipment. Needed equipment will be placed and then removed again after restoring the original equipment.

Warranty extensions should be purchased together with an official support pack from the manufacturer.

Documentation

This service ensures that all the information which is necessary for a fast recovery and/or increasing business continuity will be properly documented and made accessible to stake holders.

Macanics will make this information available only to a group that was previously agreed upon by the customer and employees of Macanics who need this information for the fulfilment of the agreed service agreement.

Licenses and software compliance management

The client warrants that all software it provides to Macanics for installation, configuration, or use in any way, has been legally obtained, paid for, and is properly licensed for use by the client.

The client further warrants that it has legally purchased a sufficient number of copies of such software and or software licences for all its uses and that it has not and will not violate any licence any way whatsoever.

Macanics has no knowledge as to the licensing of software provided to it by the client and the client hereby indemnifies Macanics against all or any costs, claims, damages, demands and expenses that may be incurred by or made against Macanics by any third party by reason of the client's unlawful use of software.

Fee rates

Macanics reserves the right to periodically review the fees and shall provide the client with no fewer than 30 days prior notice of any changes to the fees made as a result of such reviews.

Payment

Macanics shall invoice the fees to the client in advance on a monthly basis for the services mentioned in the SLA agreement.

All payments shall be made by the client to Macanics within 21 days.

Travel, expenses, hardware and software costs are not included in our pricing overviews.

All prices mentioned are always excluding VAT.

The client understands and agrees that, in the event that the client fails to comply with this payment clause, Macanics reserves the right to suspend performance of its obligations under the contract immediately and without notice, and to terminate the contract.

Macanics has the right to charge interest on any late payments in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, on the amount unpaid at the rate of 8% per annum above the Dutch bank base rate from time to time, from (and including) the date on which payment was due until (and excluding) the date on which payment in full is made.

Limitation of liability

Neither party limits its liability for personal injury caused by its negligence, or that of its employees, agents or sub-contractors; or fraud or fraudulent misrepresentation by it or its employees; or any other act or omission, liability for which may not be limited under law.

Neither party shall in any circumstances be liable to the other party for:

1. any indirect, special or consequential loss or damage;
2. any loss of profits, sales, agreements or contracts, savings, business opportunities, revenue, economic loss or damage to goodwill (in each case whether arising directly or indirectly as a result of the applicable course in action); and
3. any loss of, corruption to or alteration of any client data, software or information.

Termination

The contract may be terminated by either party without the need to give reasons.

Neither party shall have any right against the other arising out of or in consequence of such termination, provided that the termination shall not affect any prior right the parties may have against each other under the contract.

On the termination of the contract for any reason the client shall pay all the outstanding fees within 21 days.

Authorisation

The client acknowledges and agrees that the person agreeing to the contract on its behalf is authorised to do so and shall bind the client to all the terms and conditions contained herein, and represents and warrants that such person is acting within the scope of his or her authority as an officer, director, partner, duly authorised agent or employee of the client.