

Renovotec Ltd

System Service Agreement (SSA) Terms and Conditions

Limitations

This agreement covers faults arising during normal operations and procedures and does not cover deliberate or accidental damage, consumable items (including Print heads) or wear and tear. Equipment that has been subjected to exposure beyond its specified moisture, wind, dust, pressure, temperature, over-voltage, or other environmental ratings.

Renovotec Limited retains the option at all times to determine that a product is uneconomical to repair, and thereupon may exclude said product from coverage under this agreement. Uneconomical repair will normally be determined as when the cost to repair a unit exceeds 50% of the prevailing price of a replacement.

Accidental Damage Repair (where applicable)

This includes parts and labour required for the repair of internal components as well as repair and/or replacement for accidental physical damage to all non-consumable components on RF Computers, Access Points, Scanners, and most peripherals.

Conditions of Response

Renovotec Limited will use all reasonable endeavour and reserves the right to engage third party resources to meet stated and agreed time scales, however cannot be held responsible for delays resulting from, but not limited to, adverse weather and traffic conditions.

Response Times

All response times stated and agreed are subject to notification during the normal hours of work (Monday to Friday, excluding Public Holidays 09.00 to 17.00) unless otherwise stated.

Travel and Subsistence

Travel will be charged at the prevailing rate and resulting subsistence expenses at cost. Travel time and mileage will be charged at the agreed rate per call out.

Shipping and Transit

The client will be responsible for the insurance and transit costs of goods returned to Renovotec Limited. All reasonable precautions should be taken when returning goods to ensure additional damage does not occur in transit.

Renovotec Limited Obligations

1. In consideration of payment Renovotec Limited shall support, in accordance with these terms and conditions, the software and hardware detailed in the accompanying schedule and will furnish the relevant services detailed in the support modules.
2. Renovotec Limited shall maintain a record of services provided resulting actions and conclusions in support of the modules detailed in the agreement.

Rates and Fees

1. Rates, Fees and Expenses quoted are exclusive of Value Added Tax (VAT) or any other tax chargeable on turnover and will be invoiced in Sterling unless otherwise stated.
2. Invoices shall state the agreement reference number.
3. Unless otherwise stated in the agreement, rates, fees and expenses resulting from the provision of now agreed services shall be paid free of all deductions, together with VAT at the rate then in force within thirty days (or other agreed interval) from the date of invoice. Renovotec Limited may, at its own discretion, suspend services under the agreement until payment is received and charge interest at the Barclays Bank minimum lending rate plus 3% for all amounts due.
4. Renovotec Limited can vary rates and fees at any time after the initial agreed period.

Duration

All elements will be for the agreed period of not less than twelve months, unless otherwise stated. Agreements will be automatically renewable indefinitely for support of software and for up to three years (or longer at Renovotec Limited's discretion) in respect of hardware, subject to commercial availability of spare parts.

The Clients Obligations

1. To appoint a Representative who is fully conversant with the subject matter of the agreement and the relevant Software and Hardware, and is authorised to accept resolution to errors or defects on behalf of the Client. The Client's Representative or an Authorised Deputy must be present when services are provided at the Client's site.
2. Unless otherwise stated in the Agreement, to authorise the engagement of and to accept full responsibility for arranging and paying for services to be rendered by Renovotec Limited or any third party in connection with this Agreement.
3. To take back up copies of data held within the Software and Hardware at intervals indicated by general prudence or in the user guide if provided.
4. To provide Renovotec Limited free of charge such computer time, office accommodation, information and other reasonable facilities necessary to carry out the services.
5. To provide Renovotec Limited with contact names and telephone numbers of Senior Management personnel who have the authority to direct Renovotec Limited if and when issues relating to the services arise.
6. To ensure that the Software and Hardware are not changed, modified, copied or loaned by the Client or any third party without prior written authorisation from Renovotec Limited.
7. To maintain a log of individual incidents, as and when they occur, by whom reported, when advised to Renovotec Limited and when they are deemed to be resolved.

Limitation of Liability

1. Subject to clause 2 Renovotec Limited will accept liability for physical damage to tangible property resulting from our negligence, or that of our employees or agents, provided that our liability is limited to £250,000 for any one event or a series of connected events.
2. We will not accept liability for the following loss or damage however caused:
 - a. Economic loss, including loss of profits, business revenue, goodwill or anticipated savings.
 - b. Special, indirect or consequential loss (other than direct physical damage to tangible property as provided under clause 1)
 - c. Loss arising from any claim made against you by any other person, or

d. Loss or damage arising from your failure to fulfil your responsibilities or for any matter under your control.

3. Nothing in this agreement affects our liability for death or personal injury resulting from negligence.
4. In the event of any errors, defects or deficiencies in any support services rewarded to the client, Renovotec shall be afforded the opportunity to correct any such errors or defects, and consider the creation of an avoidance procedure or the re-performance of support services (as defined in the agreement.) The re-performance of support services, where the original service is agreed to be deficient of the standard reasonably expected of professional engineers performing similar services, will be undertaken by Renovotec Limited provided that written notification is received by Renovotec within 90 days from performance of the agreement.
5. Subject to clauses 1, 2 and 3 our liability for any breach or multiple breaches of this agreement shall be limited to the amount paid by you for the services provided.
6. Renovotec Limited has quoted its price for performance of the agreement based upon its costs, cost of insurance and the liabilities accepted by it. We are willing to negotiate an extension of such liabilities upon request and upon reconsideration of the price.

Force Majeure

Neither Renovotec Limited nor the Client shall be liable for any expense, loss or damage resulting from any delay or prevention of performance caused by fire, floods, Act of God, strikes, riots, thefts, accidents or any other cause whatsoever beyond their reasonable control which may delay or prevent the performance of their duties hereunder.

Soliciting

Neither Renovotec Limited nor the Client shall, during the currency of these Agreements and for a period of twelve months thereafter, without the prior written permission of the other either on its own account or for any other person, firm or undertaking either directly or indirectly knowingly employ, solicit or entice away from the employ of the other a person who is or has been in the previous twelve months an employee or agreement staff of the other.

Confidentiality

1. The Client hereby covenants that unless legally required to do so neither it nor its staff shall at any time divulge any information contained in, relating to or obtained pursuant to this Agreement.
2. Without the consent of the other party, Renovotec Limited shall not disclose any information regarding the Client's business or information gained as a result of performing the service under this Agreement.
3. Without the consent of the other party, Renovotec Limited shall not remove or copy any data or information relating to the Client other than as requested or permitted by the Client or to carry out its obligations under the Agreement.

Termination

1. In the event that Renovotec Limited is unable, or fails, to perform its obligations hereunder such as to entitle the Client to terminate this Agreement then the Client to the exclusion of other remedies shall be entitled to a pro-rata refund of all Fees paid in respect of the unexpired period or support.
2. Either party may terminate the Agreement by giving at least 90 (ninety) days written notice to the other.
3. Renovotec Limited shall have the right, after fourteen days written notice, to terminate this Agreement by reason of the Client's bankruptcy, insolvency or if any proceedings are instituted for the winding up or dissolution of the Client, or if the Client does not comply with any of the Terms and Conditions contained herein.
4. Termination shall not prejudice or affect any right of action or remedy that shall have accrued to either party under the Agreement. Neither party shall be entitled to claim any compensation from the other in respect of termination, other than monies due and payable by the Client to Renovotec Limited prior to termination.

General

Renovotec Limited is not liable for any changes in computer Hardware or operating system or other third party software or for any changes that may be necessary to user programs as a result of a Software patch, Avoidance Procedure, Software Enhancement or Documentation Correction.

Entire Agreement

This Agreement constitutes the entire agreement between Renovotec Limited and the Client relating to the services, and supersedes all previous communications, representation, or agreements, either oral or written, with respect to the subject matter hereof, and no representations or statements of any kind made by any representative of Renovotec Limited which are not stated herein shall be binding on Renovotec Limited. No addition to, or modification of, any provision of this Agreement shall be binding upon Renovotec Limited unless made in writing and signed by a duly authorised representative of Renovotec Limited. In all other aspects Renovotec Limited's standard terms and conditions shall apply.

Validity of Conditions

Where there is a conflict between this Agreement and any other conditions mentioned or printed on any correspondence exchanged between Renovotec Limited and the Client, the terms of this Agreement shall prevail.

Governing Law

This Agreement shall be governed and construed in accordance with the laws of England and the English Courts shall have exclusive jurisdiction in respect of all disputes arising out of or in connection with this Agreement.

E&OE

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