

# Amplicon Customer Terms and Conditions

## 1. Interpretation

**1.1** In these Conditions the following words have the following meanings:

"Customer" means the firm, organisation or company who purchases the Goods from Amplicon Liveline;

"Amplicon Liveline" means Amplicon Liveline Limited (Company registration no: 1091353) whose registered office is at Unit 11, Centenary Industrial Estate, Hughes Road, Brighton, England BN2 4AW;

"Contract" means any Contract between Amplicon Liveline and the Customer for the sale and purchase of the Goods, incorporating these Conditions;

"Goods" means any Goods agreed in the Contract to be supplied to the Customer by Amplicon Liveline (including any part or parts of them);

"Returns Material Authorisation" or "RMA" means the system used by Amplicon Liveline in order to trace and monitor all returned Goods.

**1.2** In these Conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as amended, consolidated, modified, extended, re-enacted or replaced.

**1.3** In these Conditions references to the masculine include the feminine and the neuter and references to the singular include the plural and vice versa as the context admits or requires.

**1.4** In these Conditions headings will not affect construction.

## 2. Application of terms

**2.1** Subject to any variation under Condition 2.3 the Contract will be on these Terms and Conditions to the exclusion of all other terms and conditions (including any terms and conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).

**2.2** No terms or conditions endorsed upon, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document will form part of the Contract simply as a result of such document being referred to in the Contract

**2.3** These Conditions apply to all Amplicon Liveline's sales and any variation to these Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing between the authorised representatives of the Customer and Amplicon Liveline. Nothing in this Condition will exclude or limit Amplicon Liveline's liability for fraudulent misrepresentation.

**2.4** Each order for Goods by the Customer from Amplicon Liveline shall be deemed to be an offer by the Customer to purchase Goods subject to these Conditions.

**2.5** No order placed by the Customer shall be deemed to be accepted by Amplicon Liveline until a written acknowledgement of order is issued by Amplicon Liveline or (if earlier) Amplicon Liveline delivers the Goods to the Customer.

**2.6** No order which has been accepted by Amplicon Liveline may be cancelled by the Customer except with the agreement in writing of Amplicon Liveline.

**2.7** Any quotation is given on the basis that no Contract will come into existence until Amplicon Liveline despatches an acknowledgement of order to the Customer. Any quotation is valid for a period of 30 days only from its date, provided that Amplicon Liveline has not previously withdrawn it.

**2.8** All transactions are business to business transactions.

### **3. Description**

**3.1** The quantity, quality and description of the Goods shall be as set out in Amplicon Liveline's quotation.

**3.2** All drawings, descriptive matter, specifications and advertising issued by Amplicon Liveline and any descriptions or illustrations contained in Amplicon Liveline's printed materials, web pages or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They will not form part of this Contract.

### **4. Delivery**

**4.1** Any dates specified by Amplicon Liveline for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery will be within a reasonable time.

**4.2** Subject to the other provisions of these Conditions Amplicon Liveline will not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, loss of profits, loss of business, depletion of goodwill and like loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by Amplicon Liveline's negligence), nor will any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 180 days.

**4.3** If for any reason the Customer will not accept delivery of any of the Goods when they are ready for delivery, or Amplicon Liveline is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:

**4.3.1** risk (including for loss or damage caused by Amplicon Liveline's negligence); will pass to the Customer;

**4.3.2** the Goods will be deemed to have been delivered; and

**4.3.3** Amplicon Liveline may store the Goods until delivery whereupon the Customer will be liable for all related costs and expenses (including, without limitation, storage and insurance).

### **5. Non-delivery**

**5.1** Any liability of Amplicon Liveline for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

### **6. Risk/Title**

**6.1** The Goods are at the risk of the Customer from the time of receipt by the customer.

**6.2** Ownership of the Goods shall not pass to the Customer until Amplicon Liveline has received in full (in cash or cleared funds) all sums due to it in respect of:

**6.2.1** the Goods; and

**6.2.2** all other sums which are or which will become due to Amplicon Liveline from the Customer on any account.

**6.3** Until ownership of the Goods has passed to the Customer, the Customer must:

**6.3.1** hold the Goods on a fiduciary basis as Amplicon Liveline's bailee;

**6.3.2** store the Goods (at no cost to Amplicon Liveline) separately from all other Goods of the Customer or any third party in such a way that they remain readily identifiable as Amplicon Liveline's property;

**6.3.3** not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;

**6.3.4** maintain the Goods in satisfactory condition and keep them insured on Amplicon Liveline's behalf for their full price against all risks to the reasonable satisfaction of Amplicon Liveline. On request the Customer shall produce the policy of insurance to Amplicon Liveline.

**6.4** The Customer may resell the Goods before ownership has passed to it solely on the following conditions:

**6.4.1** any sale shall be effected in the ordinary course of the Customer's business at full market value; and

**6.4.2** any such sale shall be a sale of Amplicon Liveline's property on the Customer's own behalf and the Customer shall deal as principle when making such a sale.

**6.5** Without limiting any other right or remedy available to it, Amplicon Liveline may cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for the payment shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary, if:

**6.5.1** The Customer makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

**6.5.2** An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or

**6.5.3** The Customer ceases, or threatens to cease, to carry on in business; or

**6.5.4** Amplicon Liveline reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

**6.6** Amplicon Liveline shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from Amplicon Liveline.

**6.7** Until such time as the ownership in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), Amplicon Liveline may at any time require the Customer to deliver up the Goods to Amplicon Liveline, at the Customer's expense, and if the Customer fails to do so forthwith, enter any premises of the Customer or any third party where the Goods are stored and repossess the Goods.

## **7. Price**

**7.1** Unless otherwise agreed by Amplicon Liveline in writing the price for the Goods shall be the price quoted by Amplicon Liveline. Where no price is quoted the price shall be the price set out in Amplicon Liveline's price list published on the date of acceptance of the Customer's order.

**7.2** Amplicon Liveline reserves the right, by giving written notice to the Customer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to Amplicon Liveline which is due to any factor beyond the control of Amplicon Liveline (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Customer, or any delay caused by any instruction of the Customer or failure of the Customer to give Amplicon Liveline adequate information or instructions.

**7.3** The price of the Goods shall be exclusive of any value added tax and all costs or charges in relation to loading, unloading, carriage and insurance all of which amounts the Customer will pay in addition when it is due to pay for the Goods.

## **8. Payment**

**8.1** Time for payment shall be of the essence.

**8.2** Amplicon reserves the right to charge late paying Customer in accordance with the provisions of Late Payment of Commercial Debts (Interest) Act 1998 and its subsequent amendments.

**8.3** No payment shall be deemed to have been received until Amplicon Liveline has received cleared funds.

**8.4** The Customer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by Amplicon Liveline to the Customer.

**8.5** All payments payable to Amplicon Liveline under the Contract shall become due immediately upon termination of this Contract despite any other provision.

**8.6** Customer's choice of payment methods is as follows:

- BACS payment into Customer's credit account, 30 days from date of invoice.
- Credit/ debit card payment at time of order.
- BACS payment of proforma invoice (no action will be taken by Amplicon to procure Goods for the Customer until this payment is cleared).

**8.7** Where payment is made by credit card, the credit card is debited when the order is placed, not on despatch of Goods.

**8.8** A charge of 3% of invoice amount will be made by Amplicon Liveline should the Customer decide to make a credit card payment for Goods already despatched.

**8.9** For web orders, a charge of 3.8% of total amount will be made by Amplicon Liveline should the customer choose to pay by any credit card issued by American Express. This total amount includes VAT and carriage.

**8.10** For non-web orders, a charge of 4.5% of the net total amount will be made by Amplicon Liveline should the customer choose to pay by any credit card issued by American Express.

## **9. Communications**

**9.1** All communications about this Contract must be in writing and sent to:

**9.1.1** Amplicon Liveline's registered office or such changed address as shall be notified to the Customer by Amplicon Liveline;

**9.1.2** The Customer's registered office or to any address of the Customer set out in any document which forms part of this Contract or such other address as shall be notified to Amplicon Liveline by the Customer.

## **10. Quality**

**10.1** Amplicon Liveline warrants that (subject to the provisions of these Conditions) upon despatch from Amplicon, and for a period of 12 months unless otherwise stated from the date of despatch from Amplicon, the Goods will be free from defects in material and workmanship.

**10.2** Amplicon Liveline shall not be liable for a breach of the warranty in Condition 10.1 unless:

**10.2.1** the Customer gives written notice of the defect or failure to fulfil contract requirements to Amplicon Liveline within 5 working days from the date of receipt or (where the defect was not apparent on reasonable inspection) within a reasonable time after receipt of the defect or failure and;

**10.2.2** Amplicon Liveline is given a reasonable opportunity after receiving the notice of examining such Goods and the Customer (if asked to do so by Amplicon Liveline) returns such Goods to Amplicon for the examination to take place.

**10.3** Amplicon Liveline shall not be liable for a breach of the warranty in Condition 10.1 if:

**10.3.1** the Customer makes any further use of such Goods after giving such notice or;

**10.3.2** the defect arises from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow proper handling and packaging precautions or failure to follow Amplicon Liveline's verbal or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice or;

**10.3.3** the Customer alters or repairs such Goods without the written consent of Amplicon Liveline.

**10.4** Subject to Conditions 10.2 and 10.3, if any of the Goods fail under the warranty in Condition 10.1 Amplicon Liveline shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if Amplicon Liveline so requests, the Customer shall return the Goods or the part of such Goods which is defective to Amplicon Liveline. Any repair or replacement under these conditions will be warranted for the portion of the warranty period not expired and may result in an equivalent or higher specification product being given to the Customer.

**10.5** If Amplicon Liveline complies with Condition 10.4 it shall have no further liability for a breach of the warranty in Condition 10.1 in respect of such Goods.

**10.6** Dimensions and other physical characteristics of the Goods are subject to normal industry tolerances.

**10.7** Unless specified in writing, goods are not designed, intended or authorised for use in life support, life sustaining, nuclear, military, or other applications in which the failure of such goods could reasonably be expected to result in injury, loss of life or catastrophic property damage. The customer acknowledges that such use is at the Customer's sole risk and holds Amplicon harmless from and against any claim or damage arising.

**10.8** Whilst Amplicon Liveline takes all reasonable care to ensure that supplied computer systems meet customers' requirements, no responsibility is accepted for unforeseen software, firmware or hardware compatibility problems. If such problems arise, Amplicon may choose to offer a limited level of support on a discretionary basis. The offering of such support is solely a goodwill gesture and does not imply liability.

## **11. Returns**

**11.1** Unless condition 10 applies, returns are at the discretion of Amplicon Liveline and we reserve the right to charge a 15% restocking fee subject to a minimum of £50.

**11.2** If the Goods to be returned consist of software, whether in the form of a compact disc, floppy disc, tape, DVD or similar means of storage, the packaging containing the software must not have been opened at any time. If it has been opened the Customer is not permitted to return it unless Condition 10 applies.

**11.3** The Customer agrees to take responsibility for all obligations imposed by the WEEE Directive and undertakes to fulfil these obligations in their entirety. This includes the obligation to dispose of WEEE at an Approved Authorised Treatment Facility as per the WEEE regulations, and passing the treatment evidence notes back to Amplicon Liveline.

## **12. Returns Material Authorisation**

**12.1** In order to process returned Goods, Amplicon Liveline uses an RMA system. Before returning Goods for any reason, which will be done at the Customer's expense, the Customer should contact Amplicon Liveline to request an RMA number. The Customer must give the reason for the return of the Goods, and if the Goods are still under warranty, provide the original invoice number and date of purchase.

**12.2** When returning Goods, the Customer will ensure that they are suitably packed, taking into account electrostatic discharge precautions if appropriate, and that the packaging is marked with the RMA number. The Customer must not write the RMA number on the Goods.

**12.3** Amplicon Liveline may refuse returned Goods and return them directly to the Customer, if they arrive without an RMA number.

**12.4** If Amplicon Liveline needs to return an RMA to a customer outside the UK, the Customer will bear the carriage costs in all instances and regardless of RMA reason.

## **13. Evaluations**

**13.1** In the event that a Customer decides not to buy the Goods and unless an alternative arrangement has been agreed in writing before the despatch of the Goods, any Goods sent for a trial period of evaluation to a Customer by Amplicon Liveline, must be returned to Amplicon Liveline together with all accessories, packaging and manuals, taking into account electrostatic discharge precautions if appropriate, within 5 working days of the Amplicon Liveline despatch date.

**13.2** Goods returned outside the agreed deadline for returns may not be accepted, or may incur a 15% restocking fee subject to a minimum of £50, at the sole discretion of Amplicon Liveline.

**13.3** Amplicon Liveline will credit to the Customer the value of the returned Goods, subject to the deduction of any costs incurred in sending the Goods to the Customer, and bringing the Goods to a re-stockable condition.

**13.4** The RMA procedure must be followed when returning any Goods.

## **14. Repairs**

**14.1** If any Goods require repairs, they must be returned using the RMA procedure set out in Condition 12. Details of any faults and details of any repairs that are required must be enclosed with the Goods.

**14.2** No charges for repairs will be incurred where the Goods are under warranty and the terms of Condition 10 have not been breached. However we reserve the right to charge a fee when no fault is found and to take ownership of products to cover our repair or no fault found costs.

**14.3** Repairs carried out, outside of warranty carry a 3 month warranty.

## **15. Intellectual property**

**15.1** The Customer warrants that any design or instruction furnished or given by the Customer will not be such as will cause Amplicon Liveline to infringe any patents, registered design, trade mark or copyright or other industrial or intellectual property rights in the execution of the Contract.

**15.2** Reproduction of any part of Amplicon Liveline's printed material, or web site, without the written consent of Amplicon Liveline is strictly prohibited.

**15.3** The Customer indemnifies any claim caused by the use of Products or software in conjunction with anything not supplied by Amplicon Liveline and agrees to comply with the licence conditions for any software supplied.

**15.4** Amplicon Liveline shall retain ownership of all confidential information and intellectual property it had prior to the Customer's enquiry. All new intellectual property conceived or created by Amplicon Liveline in the performance of this contract, whether alone or with any contribution from the customer, shall be owned exclusively by Amplicon Liveline. Customer agrees to deliver any documentation necessary to achieve this result.



## **16. Limitation of liability**

**16.1** Subject to Condition 10, the following provisions set out the entire financial liability of Amplicon Liveline (including any liability for the acts or omissions of its employees, agents and sub-Contractors) to the Customer in respect of:

**16.1.1** any breach of these Conditions; and

**16.1.2** any representation, statement or tortuous act or omission including negligence arising under or in connection with the Contract.

**16.2** Nothing in these Conditions excludes or limits the liability of Amplicon Liveline for death or personal injury caused by Amplicon Liveline's negligence or fraudulent misrepresentation.

**16.3** Subject to Condition 16.2:

**16.3.1** Amplicon Liveline's total liability in Contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the Contract price; and

**16.3.2** Amplicon Liveline shall not be liable to the Customer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

**16.3.3** The Customer indemnifies Amplicon for any claim which arises due to the Customer's own actions of which Amplicon had no knowledge prior to order placement.

## **17. Minimum order value**

**17.1** Amplicon reserves the right to impose a minimum order value at its discretion.

## **18. Assignment**

**18.1** The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of Amplicon Liveline.

**18.2** Amplicon Liveline may assign the Contract or any part of it to any person, firm or company.

## **19. General**

**19.1** Each right or remedy of Amplicon Liveline under the Contract is without prejudice to any other right or remedy of Amplicon Liveline whether under the Contract or not.

**19.2** If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of the such provision shall continue in full force and effect.

**19.3** Failure or delay by Amplicon Liveline in enforcing or partially enforcing any provision of the Contract will not be considered as a waiver of any of its rights under the Contract.



**19.4** Any waiver by Amplicon Liveline of any breach of, or any default under, any provision of the Contract by the Customer will not be deemed a waiver of any subsequent breach of default and will in no way affect the other terms of the Contract

**19.5** The parties to this Contract do not intend that any terms of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

**19.6** The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.

**19.7** Network connectivity via SIM cards is provided through other parties independent of Amplicon and their terms and conditions will apply at all times.

**19.8** The Customer is responsible for ensuring that goods are exported in accordance with applicable laws and regulations.

**19.9** Upon payment by Customer of the appropriate charge, Amplicon Liveline will provide in writing such export information as is available at time of Order. This information is specific to the actual Products sold on that Order. The Customer can make no assumptions regarding the export status of other Products, similar Products, or the same Products sold under a different Order. The Customer can make no assumptions regarding export status where, for whatever reason, no written information has been given by Amplicon Liveline. Amplicon Liveline is not liable for the absence or delay of export information and the Customer can make no assumptions regarding export status of products where information provision is absent or delayed.

**19.10** All quotations are provided on E&OE basis.

## **20. Call recording**

Calls to any number published by Amplicon Liveline may be recorded or monitored for the purposes of security and Customer care training.

## **21. Technical support**

**21.1** These Terms and Conditions shall apply to all tech support services provided by Amplicon Liveline or any of its associated or subsidiary companies and are in addition to our main Terms and Conditions.

**21.2** Technical support is not provided, or continued, for customers who are overdue with their payments during the period in which they are overdue.

**21.3** Only products purchased from Amplicon are supported and proof of purchase and product serial number may be required before support can commence.

**21.4** No technical support will be provided to a party who has not purchased the goods directly from Amplicon.

**21.5** Technical support is not provided for Customer-specific application (this includes support required for research projects or similar) or compatibility with products not purchased from Amplicon.

**21.6** No technical support will be provided for allied or ancillary Goods not supplied by Amplicon.

**21.7** If the information a Customer needs is in the manual or other literature related to the product, in whatever format, the Customer will be referred to the relevant document.

**21.8** Amplicon reserves the right to limit support and/or to terminate support at its discretion. In such cases, Amplicon will do its utmost to provide chargeable training or chargeable technical support as requested by the Customer.

**21.9** Online chat scripts are stored and maintained in confidence.

## **22. Force majeure**

Amplicon Liveline reserves the right to defer the date of despatch from Amplicon or to cancel the Contract or reduce the volume of Goods ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying out of its business due to circumstances beyond the reasonable control of Amplicon Liveline including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protest, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials provided that, if the event in question continues for a continuous period in excess of 180 days, the Customer shall be entitled to give notice in writing to Amplicon Liveline to terminate the Contract.

## Onsite Maintenance Terms and Conditions

These Terms and Conditions shall apply to all maintenance services offered to be provided by Amplicon Liveline or any of its associated or subsidiary companies and are in addition to our main Terms and Conditions.

### 1. Maintenance services

**(a)** The maintenance services (hereinafter called "the Services") to be provided by Amplicon Liveline or its authorised sub-Contractors shall comprise:

- (i) response to service calls requested by authorised personnel of the Customer and
- (ii) repair, replacement or credit (at the option of Amplicon Liveline) of defective parts of the Goods.

**(b)(i)** Amplicon Liveline will respond to service calls received at their offices during opening hours. Any service which Amplicon Liveline agrees to provide at the Customer's request outside those hours will be charged at Amplicon Liveline's then current rate in force.

**(b)(ii)** Amplicon Liveline will use its reasonable endeavours to provide the Services within estimated maximum response and fix times as agreed.

**(c)** If Amplicon Liveline personnel are called to the Goods site and in Amplicon Liveline's opinion there is no good reason for requesting such service then Amplicon Liveline reserves the right to make an extra charge at the appropriate rate for all time spent by Amplicon Liveline personnel as a result of that call and travelling to and from the Goods site and the provisions of this agreement shall apply to that sum as it would apply to the maintenance charge payable under this agreement.

**(d)** All parts or components which may have been removed from the Goods by Amplicon Liveline as well as all Goods test equipment or tools which may be used in the performance by Amplicon Liveline of the Services under this agreement shall belong to Amplicon Liveline.

**(e)** Amplicon Liveline's duties under this agreement do not include:

- (i) effecting checking or repairing electrical work external to the Goods;
- (ii) providing accessories supplies operating materials or consumables (e.g. ribbons, print wheels, paper, floppy disks etc);
- (iii) painting or refurbishing the Goods or furnishing the material for painting or refurbishing;
- (iv) maintenance of accessories attachments machines or similar devices;
- (v) repairing or servicing necessitated as a result of accident misuse modification fault or negligence on the part of the Customer, its employees, agents, Contractors or third party's operator errors or by causes external to the Goods such as, but not limited to, failure or fluctuations of the electrical power or causes outside the control of Amplicon Liveline and other than normal usage;
- (vi) relocating the Goods to a location other than the Goods site specified or relocating the Goods within the Goods site and any consequential work necessitated by any such relocation;
- (viii) the saving, streaming, backing-up, conversion patching, editing, re-configuring or restoration of any data, program or operating system from any form of fixed or removable media or other storage device for whatever reason necessitated.

### 2. Access to goods

The Customer shall allow Amplicon Liveline personnel to have full, free and uninterrupted access to the Goods at all reasonable times in order to carry out the Services.

### **3. Adequate facilities**

During the period of this agreement the Customer shall provide, at its own expense for the use of Amplicon Liveline personnel, adequate working space within a reasonable distance of the Goods and shall make available at the premises, at its own expense, such ventilation, light, telephone and power supplies as Amplicon Liveline may reasonably require to perform the Services.

### **4. Security & integrity**

The Customer shall be solely responsible for the security, integrity and reliability of all programs and other information, confidential, sensitive or otherwise, at the Goods site prior to, during, and after such time as Amplicon Liveline employees, agents or sub-Contractors are present at the Goods site. It is a further condition that the Customer ensures that all the programs, applications and operating environments are of a release version or level which is compatible with the current level of hardware and are licensed for use by the Customer.

### **5. Condition of goods**

If the Customer already owns the Goods before the commencement of the onsite maintenance warranty, the Goods shall be in good operational condition as at the date of commencement of the warranty.

### **6. Peripherals**

This agreement will not include the replacement, repair or rectification of any user replaceable items or any of the following parts of that equipment: drums, developer units, toner dispensers, cartridges or containers fuser assemblies, corona wire or assemblies, paper transport mechanism including sprocket spring feed, platens rollers, friction devices, print heads, ink jets or other mechanical imprinting heads, paper or sheet feeding mechanisms or trays any options not specified, output collecting trays or mechanisms or any font cartridges or emulation cartridges connected to the Goods subsequent to their manufacturer or any damage caused to the electric circuitry of the Goods caused by the connection of any such peripherals to the said Goods or by the connection to the Goods of any peripheral not manufactured by the manufacturer of the original Goods themselves.

### **7. Customer obligations**

The Customer shall:

- (a)** Utilise the Goods correctly in accordance with operating manuals and instructions and with such operating supplies and consumables as are in accordance with the manufacturers' or suppliers' requirements and promptly and regularly carry out all maintenance routines (if any) as are set out or referred to therein.
- (b)** Not allow any other person, firm or company other than Amplicon Liveline personnel or their sub-Contractors to adjust repair alter or upgrade or maintain the Goods except for the usual operators' maintenance routines (if any) as specified in the foregoing sub-clause other than the addition of plug in-cards installed as per manufacturers' instructions.
- (c)** Notify Amplicon Liveline immediately if the Goods develop an operating fault. If the Customer fails to do so, Amplicon Liveline's liability under this agreement shall be limited to such remedial work as would have been required had the fault been reported when it first arose and the Customer shall be liable for any additional Services which are necessitated as a result of its delay in reporting.

(d) Upon request, return the Goods to Amplicon Liveline for repair or other processing in accordance with the latter's standard Terms and Conditions.

## 8. Insurance

(a) All risks of loss of or damage to the Goods which had been removed from the Goods site by Amplicon Liveline shall be borne by Amplicon Liveline during its period of absence from the Goods site.

## 9. Termination

(a) Amplicon Liveline may, by giving thirty (30) days' notice in writing to the Customer, terminate this agreement (without prejudice to its right to recover any sum due from the Customer) if either:

- (i) any payment by the Customer shall be more than thirty (30) days in arrears or
- (ii) the Customer shall commit any other breach of this agreement and shall not remedy the same within thirty (30) days of a written notice given by Amplicon Liveline to the Customer requesting such remedial action.

(b) Amplicon Liveline reserves the right to demand the return of any Goods that in its opinion are best repaired or otherwise processed on its premises.

## 10. Sub-contracts

Amplicon Liveline shall be entitled to sub-Contract to a third party all or any part of their obligations to provide the services in respect of the Goods.

## 11. Liability

(a) Amplicon Liveline shall indemnify the Customer for personal injury or death caused by the negligence of Amplicon Liveline or its employees acting in the course of their duties.

(b) Amplicon Liveline shall indemnify the Customer for direct damage to tangible property caused by the negligence or wilful acts of Amplicon Liveline or its employees in the provision of the Services or by the breach by Amplicon Liveline of its Contractual obligations arising under these terms and conditions.

(c) Except in respect of personal injury or death (for which no limit applies) the total liability of Amplicon Liveline shall not exceed £250,000 in respect of each event or series of connected events.

(d) In no event shall Amplicon Liveline be liable to the Customer for any damages resulting from loss of data or use, corruption of data, loss of profits or business or any indirect or consequential loss or damage.

(e) The Customer shall indemnify Amplicon Liveline in respect of any claim for loss, damage or injury to any person or property occasioned by or arising from the possession, operation, use or modification of the Goods.

## 12. Force majeure

Any failure by Amplicon Liveline to perform the Services for any cause beyond the reasonable control of Amplicon Liveline shall not be deemed to be a breach of the provisions of this agreement by Amplicon Liveline.

### **13. Severability**

If any part of this agreement shall be deemed or held to be unreasonable within the meaning of the Unfair Contract Terms Act 1977, then such part shall be deemed to be a severable part of this agreement and the remainder of this agreement shall remain fully effective but be read and construed as if such offending part were not present.

Specifications and prices are subject to change without notice. All trade marks, logos and brand names are gratefully acknowledged.

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