



Extended Warranty Agreement

Computer Remarketing Services Ltd (CRS) of 32 Clarke Road, Milton Keynes MK1 1LG offer an extended warranty for items of computer hardware in the following terms. Details of the Equipment and Customer are set out in the Schedules.

Terms of Agreement

1. Duration of Agreement

Unless previously terminated for breach, this Agreement shall continue for the Term until terminated by notice as required.

2. Return to Base Maintenance

CRS will provide Extended Warranty by way of maintenance and repair for the Equipment. Maintenance will be carried out at CRS premises and Customer is responsible for returning the Equipment to CRS carriage paid. Upon completion of maintenance CRS will return the Equipment to the Customer carriage paid.

3. Remedial Maintenance in Service Hours

CRS shall provide remedial maintenance during the Service Hours upon receipt of the Equipment for repair. CRS will use its best endeavours to return Equipment from remedial maintenance within the Response Time.

4. Remedial Maintenance outside Service Hours

CRS shall provide remedial maintenance outside the Service Hours only if requested to do so by the Customer for which the Customer will pay an additional Charge (Abnormal Hours).

5. Replacement Parts

5.1 CRS will provide all parts and equipment modifications which CRS deems necessary for maintaining the Equipment in good operating condition. All parts will be furnished on an exchange basis and will be equivalent standard parts of equal quality and which may be new or refurbished. All parts removed for replacement become the property of CRS.

5.2 CRS may at its absolute discretion replace an entire unit with a replacement pre-used unit of the same or similar specification, although CRS will consult the Customer before doing so. On replacement the original unit will become the property of CRS.

6. Exclusion of old Equipment

There shall be excluded from this Agreement all Equipment more than 4 years old from the date of its purchase by its first owner if CRS has given to the Customer not less than 60 days written notice that it is to be excluded.

7. Back-up

Additional labour incurred in attempting to recover files if the Customer has not maintained proper backup will be charged at CRS's additional Charge (Abnormal Hours).



8. **Copy Programs**

The Customer shall obtain, keep and make available to CRS machine readable copies of all programs, data files and operating systems relating to the Equipment. CRS does not take any liability for the Customer's inability to use its machine readable data.

9. **Exclusion from Maintenance**

CRS's obligations to provide maintenance services is contingent upon the proper use of all Equipment. CRS shall not be obliged to provide maintenance services if:

- 9.1 Any Equipment has been subjected to unusual physical or electrical stress;
- 9.2 Adjustment, repair or parts replacement is required because of accident, neglect, misuse, improper programming, failure of electrical power, air conditioning, humidity control, transportation or causes other than normal use;
- 9.3 The Equipment is maintained or repaired, or if attempts to repair or service the Equipment are made, by other than CRS's personnel without the prior approval of CRS (such approval not to be unreasonably withheld);
- 9.4 The Equipment is either removed from its initial installation location or is reinstalled without the approval of CRS; or
- 9.5 The Equipment is over 4 years old and CRS has given to the Customer not less than 60 days written notice that it is not included in the Agreement;
- 9.6 Any Equipment, in CRS's reasonable opinion, has reached the end of its useful life.

10. **Work Not Included**

Maintenance service does not include:

- 10.1 Installation or maintenance of software.
- 10.2 Operating supplies or accessories including media such as tapes and disk packs, batteries, paint or refinishing the Equipment, or furnishing materials for this purpose.
- 10.3 Electrical work external to the Equipment or maintenance or alterations, attachments or other devices not specifically noted as part of this Agreement.

11. **Warranty Charge**

The Customer shall pay the Warranty Charge in advance the first payment to be made on the signing of this Agreement and subsequent payments to be made on the Renewal Date and upon each anniversary of the Renewal Date.

12. **Payment of other Charges**

The Customer shall pay all other charges not later than 30 days after CRS's invoice in respect of them.

13. **VAT**

All charges are exclusive of VAT which shall be paid in addition to such charges.

14. Increasing Charges

CRS may increase the Warranty Charge set out in this Agreement by giving 90 days prior written notice to take effect from the next due invoice, but:

- 14.1 No such change shall be made before the Renewal Date; and
- 14.2 The Customer may terminate this Agreement by giving 60 days notice in writing following written notification of intent to increase charges.

15. Suspension of Performance

Failure of the Customer to pay CRS's charges within 30 days of due date shall constitute sufficient cause for CRS to suspend or terminate service under this Agreement.

16. Termination by Notice

Either party may terminate this Agreement by not less than 3 months notice to the other expiring not earlier than the Renewal Date.

17. Ground for Termination

Either party may terminate this Agreement without prior notice if the other:

- 17.1 Makes any assignment of its business for benefit of creditors.
- 17.2 Has a receiver, administrative receiver or similar officer appointed or all or part of its property.
- 17.3 Becomes bankrupt or goes into liquidation (except with the other's consent) for the purpose of amalgamation or reconstruction; or
- 17.4 Commits a breach of this Agreement and fails to remedy it within 30 days after written notice requiring it to be remedied.

18. Force Majeure

Neither party shall be liable for any failure in the performance of any of its obligations under this Agreement caused by factors outside its control.

19. Exclusion of Liability

CRS disclaims all liability to the Customer in connection with CRS's performance under this Agreement, including but not limited to liability for loss of profits and other consequential losses.

20. Indemnity by the Customer

The Customer shall indemnify CRS in respect of any claims by third parties which are occasioned by or arising from CRS's performance pursuant to instructions of the Customer.

21. Third Parties

No person other than CRS and the Customer shall acquire any enforceable rights under or in connection with this Agreement.



22. **Notices**

Any notice required or allowed under this Agreement shall be deemed properly given if mailed postage paid, by recorded delivery, to the Customer at the invoice address on the first page of this Agreement.

23. **Jurisdiction**

This Agreement shall be governed by English law and the parties consent to the exclusive jurisdiction of the English courts in all matters regarding it.

Signed By

Customer _____

CRS _____

Title _____

Title _____

Date _____

Date _____





Schedule 1

Renewal Date means _____

Warranty Charge means £_____ for the initial period until Renewal Date. £ _____ annually thereafter.

Charges (Abnormal Hours) means £30/hour weekdays £60/hour weekends and bank holidays

Equipment means the computer Equipment and peripherals listed in Schedule 2.

Service Hours means Monday to Friday from 9.00 a.m. to 5.00 p.m. excluding Bank Holidays and other public holidays.

Response Time means 72 Service Hours from the receipt by CRS at its premises of any item of the Equipment.

Customer means the Customer set out in Schedule 2.





Schedule 2

Company: _____

Contract Number: _____

Address: _____

Contact Name: _____

Telephone Number: _____

Equipment

Reference	Description	Serial Number	Purchase Date
-----------	-------------	---------------	---------------

