

## Service Terms & Conditions

### Price & Payment Terms

Products and Service Offering prices, vat, shipment, insurance and installation are as shown on your invoice. Changes to exchange rates, duties, insurance, freight and purchase costs (incl. for components and Services) may cause X-Act IT Ltd to adjust prices accordingly. Payment will be made before supply of Service or, if agreed, within 7 days of the invoice date without further notice from X-Act IT Ltd. Payment timing is of the essence. X-Act IT Ltd may suspend deliveries or Service until full payment for that order has been received. Any payment not received by X-Act IT Ltd on or before seven (7) days following the due date shall bear interest from the due date until paid in full at the UK statutory interest rate - this is 8% plus the Bank of England base rate for business-to-business transactions. Fees are subject to an increase of up to three (3) percent per year.

All amounts shall be payable by the Client to X-Act IT Ltd without right of setoff, deduction, or demand.

### Acceptance

When you receive the Product, you must inspect it for any defects or non-conformity within 7 days. After this period, you will have accepted the Product/s. If X-Act IT Ltd agrees to the return of the Product/s at its choosing, it must be in its original condition with packaging, a return note and proof of purchase; the return costs may also be payable by you.

### Warranty

Unless otherwise stated, X-Act IT Ltd guarantees to you that X-Act IT Ltd -branded Products will be free from defects for 12 months from delivery and spare parts for 90 days from installation or delivery date, whichever is the earlier. Should the Product be defective within this period, X-Act IT Ltd will repair or replace the Product within a reasonable time. All reasonable care and endeavour shall be used to resolve problems within a realistic period in the circumstances. X-Act IT Ltd manufactures and repairs using components, which are new or equivalent to new in accordance with industry standards and practice. Notebook batteries are delivered with one-year warranty (not upgradeable). X-Act IT Ltd warranty is given in place of all implied warranties and that such implied warranties are excluded to the fullest permitted extent. X-Act IT Ltd may revise its limited warranties from time to time but any such change will not affect products ordered by you prior to the date of such change.

X-Act IT Ltd does not give a warranty guarantee protection for:

- damage caused by incorrect installation, use, modifications or repair by any unauthorised 3rd party or yourself;
- damage caused by any party (except X-Act IT Ltd) or other external force;
- 3rd Party Products, Software and IM specified by you. You will receive warranty or licence for these products directly from their manufacturer or licensor;
- any instruction given by you and correctly performed by X-Act IT Ltd.

You must furnish X-Act IT Ltd with all reasonable courtesy, information, cooperation, facilities and access to enable X-Act IT Ltd to perform duties, failing which X-Act IT Ltd shall not be obliged to perform any Service or assistance. You are responsible for the removal of non-X-Act IT Ltd -supplied products during Service, the backup and confidentiality of all data in Product and all of your legal and regulatory requirements.

Please note that your calls to X-Act IT Ltd may be monitored for training purposes.

### Services

Services will be provided by X-Act IT Ltd or their 3rd Party Service Provider. Response times are estimates and may vary according to the remoteness or accessibility of Product/s location. Service may be provided via telephone or remote access where appropriate. You must allow X-Act IT Ltd to examine the Product at your or X-Act IT Ltd's premises (at our choosing). X-Act IT Ltd owns any replaced Products or parts resulting from repair and will charge the Customer if these are not returned upon request.



Unless stated in the Service Offering or Contract, the following are excluded from the Service:

- work outside local working hours, weekends or on public holidays, without prior agreement.
- items excluded from Warranty.
- changes to configuration, relocation, preventative maintenance, consumables.
- unnecessary work in X-Act IT Ltd's assessment.
- electrical environment.
- transfer of data or Software.
- viruses.

3rd Party Products will be repaired according to manufacturer or licensor warranty. Parts not critical to Product function (e.g., hinges, doors, cosmetic features, frames) may not be serviced within the Service Offering time period. A Mileage Fee of 45p per mile in both directions apply to all on-site jobs which are outside our service area. Our service area is within a 5-mile radius of our office (TR15 2BY).

We will inform you if a mileage fee applies prior to visiting. Mileage is calculated from our office at TR15 2BY to the destination.

### **Liability**

X-Act IT LTD do not accept any liability for data or software which is lost, corrupted, deleted or altered during repair; we therefore recommend that any data is adequately backed up by yourselves prior to us commencing work on your equipment. X-Act IT LTD can back up your data for you prior to commencing work for an additional charge. We reserve the right to refuse to return equipment if you fail to produce your ticket receipt or other proof of ownership, or refuse to pay for work satisfactorily completed. X-Act IT LTD does not accept liability for 1) indirect or consequential loss, 2) loss of business profits, salary, revenue, savings, 3) damage remedied by X-Act IT LTD within reasonable time, 4) loss avoidable by you through reasonable conduct, including backing up all data and following X-Act IT LTD's reasonable advice generally, 5) all items excluded from the Warranty or by Force Majeure.

### **Repairs**

All repairs are covered by our 7 days return to base guarantee. Which means if the same fault reoccurs within a short time period (normally 7 days) and you return your PC to us, we will happily reinvestigate the problem, crediting any previous labour charged towards the cost of re-investigating the same problem. Where the reinvestigation charges exceed previous charges, we reserve the right to invoice the difference.

X-Act IT LTD can back up your data for you prior to commencing work for an additional charge.

A "System reinstallation" only includes the following:

1. Complete erasure of hard disk drive,
2. Reinstallation of existing operating system,
3. Installation of system hardware drivers (additional costs may be charged for sourcing drivers not supplied by customer).
4. Installation of system updates.
5. Installation of a free antivirus & updates. Any additional software or hardware installation such as scanners printers or broadband or training of same is not included in the reinstallation cost and any on-site visits to complete these or additional work will be fully chargeable at our usual rates. We reserve the right to refuse to install software if we suspect that it is not legal or correctly licensed. We will be unable to install licensed software without a valid licence key. Your data may be copied and stored on our backup devices at times, and we reserve the right to contact relevant authorities should illegally files or activity be identified on your equipment.



## Intellectual Property (IP)

X-Act IT LTD does not accept Liability from any costs and liabilities incurred from any claim that arises from the use of Product infringes by any 3rd party IP (Intellectual Property). X-Act IT LTD may offer to recall and exchange or modify the Product or refund you, minus depreciation in this event at their discretion. You indemnify X-Act IT LTD for any of IM (Information Management) or IP specified or owned by you and integrated into any Product. X-Act IT LTD is allowed to litigate, negotiate and settle claims and you must assist us at our expense (except where IM or IP specified or owned by you is allegedly infringing) when litigation is directly related to your Product. X-Act IT LTD retains all X-Act IT LTD -owned IP in Product. You must notify X-Act IT LTD immediately of any infringing or unauthorised use of Products or IP in it. X-Act IT LTD does not indemnify you for i. 3rd Party Products and Software, ii. unauthorised modification or iii. any claim caused by the use of Products in conjunction with anything not supplied by X-Act IT LTD. Equipment not collected 14 days after job completion will incur a daily storage fee of £5 per day. Any goods not collected after 180 days will be disposed of regardless of ownership. These terms and conditions are subject to change and any time without prior notice to you and do not affect your statutory rights.

## Software

Software not owned by X-Act IT LTD is supplied subject to licence and warranty of the Software licensor. X-Act IT LTD encloses the Software licence that you require with the Product where necessary; you must comply with that licence. If you choose not to accept the operating system licence at start-up, if any, X-Act IT LTD will only accept the return of the entire product for refund.

## Force Majeure

X-Act IT LTD is not liable for delays in performance (incl. delivery or Service) caused by circumstances beyond its reasonable control and will be inleading to a time extension for performance; examples include strikes, terrorist acts, war, supplier / transport / production problems, exchange fluctuations, governmental or regulatory action and natural disasters. If this lasts more than 2 months, this Agreement may be terminated by either party without compensation.

## Your obligations as a customer

You are responsible for:

- your own choice of Product and its suitability for purpose;
- your telephone & postal charges in contacting X-Act IT LTD, if any;
- any CFI (Custom Office Integration) specifications & instructions given by you;
- all IM (Information Management), its performance, licences, authorisations and any unused IM.

You must provide X-Act IT LTD with all reasonable courtesy, information, cooperation, facilities and access to enable X-Act IT LTD to perform duties, failing which X-Act IT LTD shall not be obliged to perform any Service or assistance. You are responsible for the removal of non-X-Act IT LTD -supplied products during Service, the backup and confidentiality of all data in Product and all of your legal and regulatory requirements. Please note that your calls to X-Act IT LTD may be monitored for training purposes.

## Data Protection

Your data will be held and/or transferred in strict accordance with the applicable data protection laws (GDPR) and X-Act IT LTD's data protection registration.

## Consumer Rights

If you are a Consumer, you may cancel your purchase at any time within 7 working days of receipt without cause and receive a refund of the Price paid. To do this you must inform X-Act IT LTD in writing and return the products immediately, in the same condition you received them (sealed in original packaging, undamaged) and at your own cost and risk.



## X-Act IT LTD Policies

You can find all current X-Act IT LTD policies, Products and Service Offering details and notices by contacting us directly or by visiting our website at **[www.x-act.it](http://www.x-act.it)**.

Promotional Offers on computer systems apply to maximum order size of 5 computer systems.

