

# **PRINTER SERVICE CONTRACT AGREEMENT**

## **SERVICE LEVEL - 8 working hours response, 8 working hour fix or loan. ( 8+8 )**

THIS SERVICE AGREEMENT DATED THIS DAY OF 12<sup>th</sup> June 2007 between BAR CODE TECHNOLOGIES (hereinafter called " BARCODE TECHNOLOGIES LTD ") and CUSTOMER UK Ltd. (hereinafter called "the Customer"). THE PARTIES HEREBY AGREE AS FOLLOWS:

### **TERMS AND CONDITIONS**

1. **GENERAL CONDITIONS** - Subject to the terms and conditions set out below, BARCODE TECHNOLOGIES LTD undertakes to provide maintenance services which shall include the supply and fitting free of charge of all parts (except exclusions noted in schedule 11 below) necessary for the efficient working of equipment which is the subject of the agreement.
2. **LAW** - (a) This agreement when signed by both parties shall constitute the entire and only evidence of contract between the User and BARCODE TECHNOLOGIES LTD for the maintenance of the equipment. (b) This agreement shall be construed entirely in accordance with the Laws of England.
3. **REPAIR SERVICE** - Service will be provided during the hours 9am to 5pm Monday to Friday excluding Statutory Public Holidays. Service outside these normal working hours will be subject to BARCODE TECHNOLOGIES LTD 'out of hours' engineering charges and conditions. In the event of a fault report, the following level of service will be provided:-

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4. **DURATION** - On acceptance of this agreement it shall be effective on the day it is executed by BARCODE TECHNOLOGIES LTD and it shall continue for one year from the date on which maintenance services on the installed equipment commence. Thereafter it shall remain in force, subject to clause 4 until either party terminates it by giving the other party 3 months written notice. BAR CODE TECHNOLOGIES agrees to refund the unused portion of the maintenance charges paid in advance by the customer if the contract is terminated for reasons other than by default by the customer.
5. **CHARGES** - The charges are as given overleaf and are subject to revision at the end of each successive year from the date of this contract. The customer shall receive three months notice of the proposed changes in the charges. Maintenance charges are due and payable yearly in advance commencing on the date that the maintenance service begins. If the equipment is used regularly by more than one shift of personnel, BAR CODE TECHNOLOGIES reserves the right to review the maintenance charges.
6. **MAINTENANCE LIMITATIONS** - This agreement does not cover service and parts required by accident, negligence or misuse of the equipment, except where such service or parts are required through BARCODE TECHNOLOGIES LTD negligence or misuse. An accident is deemed to include (but is not limited by) riot, storm, flood, fire and lightning discharges. The agreement does not cover equipment which has been modified without BARCODE TECHNOLOGIES LTD approval or which has been removed from its location of initial installation without prior written approval of BARCODE TECHNOLOGIES LTD. The maintenance service does not include operating supplies or accessories or devices not identified on the Schedule of Equipment. Unless specifically included, this contract does not include software maintenance. The contract does not cover the cost of any alteration, repair, replacement caused by the failure of electrical equipment, computer hardware, software and associated equipment to process the change from year 1999 to 2000 and beyond. Consequently BARCODE TECHNOLOGIES LTD reserves the right to make appropriate charges where faults are found to be caused either by software malfunctions or by the effects of non-contract hardware items.
7. **FORCE MAJEURE** - BARCODE TECHNOLOGIES LTD shall not be liable for any failure to supply or any delay in supplying the maintenance service or the repair service hereunder if such failure or delay arises from any reason beyond the control of Q Com such as (but not by way of limitation) shortage of spare parts, fuel or energy, internal or external labour disputes, riot, storm, flood or fire.

8. **LOCATION** - Should the customer change the location of the equipment, it is his responsibility to notify BARCODE TECHNOLOGIES LTD and so ensure continuity of maintenance. No rebate will be allowed for incomplete maintenance due to equipment location changes, and any location change may require an alteration of maintenance charges.

9. **HEALTH AND SAFETY** - The user (or his employee) shall accompany BARCODE TECHNOLOGIES LTD personnel whilst entering and leaving user's premises for the purpose of this agreement. The user shall take all reasonable precautions to ensure the health and safety of BAR CODE TECHNOLOGIES personnel whilst on user's premises including ensuring the presence of user or his employee in the room where the equipment is situated with BARCODE TECHNOLOGIES LTD personnel during maintenance service.

10. **INSPECTION** - Before equipment can be placed under contract it may be necessary to carry out an engineering inspection for which a charge will be made at the normal BARCODE TECHNOLOGIES LTD engineering rates.

11. **SPECIAL REQUIREMENTS** -

**The Supply and/or fitting of printheads is not included.**