

## **GCC Machine Warranties:**

Machine warranty includes travel and labour within mainland UK. Some travel costs may be incurred when travelling to non-mainland addresses. It is up to the end user to maintain the equipment in good working order, failure to do so could result in break downs and void warranty claim.

## **Expert Series**

All products and components from the vinyl cutters are entitled different warranty periods as below, unless otherwise specified.

### **Item Warranty Period**

Machine 12 months return to base – Original packaging must be kept  
Consumable Item 3 months (Pinch roller wheels)

## **Puma Series**

All products and components from the vinyl cutters are entitled different warranty periods as below, unless otherwise specified.

### **Item Warranty Period**

Machine 12 months on-site  
Consumable Item 3 months (Pinch roller wheels)

## **Jaguar Series**

All products and components from the vinyl cutters are entitled different warranty periods as below, unless otherwise specified.

### **Item Warranty Period**

Machine 24 months on-site  
Consumable Item 3 months (Pinch roller wheels)

## **Inclusive**

Power supply, Mainboard, PCB, Motors, Control Panel PCB, Head Carriage,

## **Exclusions**

Consumable parts are not covered under the machine warranty. These items are blades, cutting strip, carriage wheels and covers.

## 1 Interpretation

1.1 Definitions. In these Conditions, the following definitions apply: "You" or "Your": the business/organisation that has entered into the Contract.

"Us", "Our", "We": Grafityp UK Ltd.

"Conditions": these terms and conditions as amended from time to time in accordance with clause 11.2.

"Contract": the contract between You and Us for the supply of Warranty Services in accordance with these Conditions.

"Contract Year": the period between the Commencement Date and the subsequent anniversaries of the Commencement Date.

"Machine": the piece of equipment owned or licensed by You, to which the Warranty Services relate.

"Machine Location": the location of the Machine as set out in the Application Form.

"Parts": the replacement parts that We supply to You in accordance with the relevant Warranty Service.

"Warranty Services": the services, including the Parts (if applicable), supplied by Us to You as set out in the relevant Warranty Description, subject to any exclusions to the services pursuant to clause 2.3.

1.2 Construction. In these Conditions, the following rules apply:

1.2.1 If changes to legislation referenced in these terms and conditions occur, reference to the relevant legislation will be deemed references to the legislation as amended;

1.2.2 any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.3 a reference to **writing** or **written** includes faxes and e-mails.

## 2 Basis of Contract

2.1 The Warranty Service is for a single specified Machine located at the Machine Location as set out in the original invoice. The Warranty Service is not transferrable to a different machine or location.

2.2 The Contract constitutes the entire agreement between You and Us. You acknowledge that You have not relied on any statement, promise or representation made or given by or on behalf of Us which is not set out in the Contract.

2.3 Any samples, drawings, descriptive matter or advertising issued by Us are issued or published for the sole purpose of giving an approximate idea of the Warranty Services. They shall not form part of the Contract or have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 Any quotation given by Us shall not constitute an offer, and is only valid for a period of 14 days from its date of issue.

## 3 Supply of Warranty Service

3.1 We will provide the Warranty Services to You in accordance with the Warranty Description in all material respects.

3.2 Warranty Services are available for customers in mainland UK – geographical restrictions may apply. "Response and Labour" Warranty Services are available for Machine Locations in mainland UK only. If We accept any Applications for where the Machine Location is outside of the territories stated above:

3.2.1 additional charges, including travel, transport, accommodation and subsistence expenses will apply; and

3.2.2 We shall not be obliged to meet the guaranteed response times set out in the respective Warranty Descriptions.

3.3 We shall use all reasonable endeavours to meet any response times for the Warranty Services agreed between us.

3.4 We shall have the right to make any changes to the Warranty Services which are necessary to comply with any applicable law or safety requirement. Under our duty of care policy and obligation to ensure employee safety at all times, if a customer site is suspected to be non-conducive to a healthy & safe working environment, we will carry out a Risk Assessment. Following this assessment, we may suspend cover and we shall notify You in any such event. Continuation of On-site warranty will

be subject to the customer having implemented changes & following a further, then satisfactory, Risk Assessment. Ultimately our offer of warranty cover may be withdrawn.

3.5 We will ensure that the Warranty Services will be provided using reasonable care and skill.

## Faults and Breakdowns

3.6 When Your Machine has suffered a fault or breakdown please call Us on +44 (0)1827 300500 to notify Us of the fault. We will first try to resolve Your query over the telephone, and if this is not possible then:

3.6.1 We will travel to the Machine Location and provide the labour and, subject to clause 3.7 below, Parts necessary to bring Your Machine into good working order, in Our reasonable opinion; or

3.6.2 for "Return-to-Base" Warranty Services, you will be expected to arrange the collection, repair and return of your Machine with transit clamps in place, in original or appropriate packaging to protect from damage during shipping; or

3.6.3 for "Response and Labour" Warranty Services, We will travel to the Machine Location and provide the necessary labour to bring the Machine into good working order, in Our reasonable opinion. Any additional Parts required to bring the Machine into good working order shall be payable in addition.

3.7 We will endeavour to minimise the service interruption when diagnosing and correcting any fault on your Machine. You accept however that if additional Parts are required then the service will be interrupted until those Parts are available. Temporary repairs may require You to use interim operating procedures, pending a permanent solution.

## Parts

3.8 For "Response and Labour" Warranty Services We will provide a three month guarantee from the point of installation of a Part in a machine.

3.9 Breakage or damage to cover sets, panels, stands and casters are excluded.

3.10 For Response and Labour Warranty Services all Parts will be chargeable in accordance with our Parts rates as notified to You from time to time.

## Technical improvements

3.11 Technical improvements to Your Machine that We reasonably consider as necessary to Your Machine's normal operation will be carried out by Us at no cost to You.

3.12 Technical improvements that We reasonably consider as unnecessary to Your Machine's normal operation will be available as an option for You to purchase at additional cost.

## Response times

3.13 "Telephone technical support response time" is the time between You reporting the fault to Us and Our technical support advisor calling You back.

3.14 "On-site response time" is the time between Our technical support identifying and agreeing that a service engineer is required to physically attend a Machine and the engineer arriving at the Machine Location.

3.15 Engineers are allocated between 9am and 3pm, Monday to Friday, excluding public holidays and the period between (and including) 23<sup>rd</sup> December and the next working day of the following year. When an engineer is allocated after 3pm, such allocation will be deemed as the next working day and all response times will be measured from 9am on that next working day.

## 4 Customer's Obligations

4.1 You shall:

4.1.1 ensure that the terms of the Application are complete and accurate;

4.1.2 pay the charges for the Warranty Services and any other applicable charges in accordance with any due dates notified to You;

4.1.3 co-operate with Us in all matters relating to the Warranty Services and assist our advisors and service engineers in diagnosing and investigating issues;

4.1.4 provide Us, our employees, agents, consultants and subcontractors, with access to the Machine Location and other facilities as reasonably required by Us to provide the Warranty Services;

4.1.5 maintain and make available to Us records of the operation, maintenance and any malfunction of the Machine;

4.1.6 provide Us with such information and materials, software and hardware (including Your computers) is present as We may reasonably require to supply the Warranty Services, and ensure that such information is accurate;

4.1.7 keep and operate the Machine in a proper manner and ensure that only competent employees are allowed to operate it;

4.1.8 use the Machine in a suitable setting with proper power supplies and in accordance with Our instructions and advice;

4.1.9 not allow persons other than Us or Our authorised representatives to repair or service the Machine;

4.1.10 not operate the Machine outside of (i) the recommendations set out in the user manual provided with the Machine; (ii) the Machine Location; and/or (iii) any relevant environmental criteria;

4.1.11 follow the maintenance guidelines and schedules as set out in the user manual and/or as dictated by GCC's website.

4.1.12 not make any additions, modifications or adjustments to the Machine without Our prior written consent;

4.1.13 have the relevant tools (including digital camera, web cam and broadband) on-site, in order to help to diagnose the fault with Our telephone technical support advisors;

4.1.14 notify Us of any change to Your address immediately and inform Us if the Machine Location different to Your main business address – please refer to clause 9.5;

4.1.15 notify Us if the name of Your business changes;

4.1.16 notify Us if the key contact person for Your Warranty Service changes; and

4.1.17 notify Us if You sell Your Machine.

4.2 If Our performance of any of Our obligations in respect of the Warranty Services is prevented or delayed by any act or omission by You or failure by You to perform any relevant obligation ("**Default**"):

4.2.1 We shall, without limiting Our other rights or remedies, have the right to suspend performance of the Warranty Services until You remedy the Default, and We shall not be obliged to meet the obligations set out in this Contract if Your Default prevents or delays such performance;

4.2.2 We shall not be liable for any costs or losses sustained or incurred by You arising directly or indirectly from Our failure or delay to perform any of Our obligations as set out in this clause 4.2; and

4.2.3 You shall pay to Us on written demand any costs or losses sustained or incurred by Us on a time and materials basis arising directly or indirectly from the Default.

4.2.4 Engineers attending site will comply with requirements to watch health and safety videos/inductions, provide reasonable details for security, and await chaperones etc. up to a maximum of 30 minutes. Additional waiting time over this will be charged at our current hourly rates.

## 5 Charges

5.1 The charges for the Warranty Service ("**Annual Charges**") are specified in Our quotation to You, Application Form or renewal notice letter (as applicable).

5.2 We reserve the right to increase the price of the Parts (if applicable), by giving notice to You at any time before installation in the Machine, to reflect any increase in the cost of the Parts to Us that is due to:

5.2.1 any factor beyond Our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

5.2.2 any request by You to change the delivery date(s) of Parts ordered; or

5.2.3 any delay caused by any of Your instructions in respect of the Parts or failure by You to give Us adequate or accurate information or instructions in respect of the Parts.

5.3 You may pay the Annual Charges through any of the methods set out in the Application Form. If You pay the Annual Charges by monthly Direct Debit, then with Your written authority, Your bank details are held on Our database and Your account is debited automatically by Direct Debit

each month, until You advise Us and Your bank otherwise. If there are any changes to the Annual Charges We will notify You in advance of the payment being taken. Where You pay the Annual Charges by monthly Direct Debit, We shall notify You in writing within 20 days of the end of a Contract Year and send You a copy of Our current Conditions. If You do not want to renew Your Warranty Services You must notify Us in writing prior to the end of a Contract Year. Unless We receive written notification from You that You do not wish to renew Your Warranty Service, the Warranty Service will automatically renew for subsequent Contract Years.

5.4 If You fail to make any payment due to Us under this Contract by the due date for payment, then, without limiting Our remedies under clause 6, You shall pay interest on the overdue amount at the rate of 4% per annum above HSBC's base rate. Such interest shall accrue on a daily basis from the due date until You pay the overdue amount. You shall pay both the interest and the overdue amount.

5.5 All amounts payable by You under the Contract are exclusive of value added tax.

## 6 Termination

6.1 Non-payment is a breach of contract

6.2 We reserve the right to terminate the Contract with immediate effect by giving written notice to You if:

6.2.1 You commit a material breach of any term of this Contract and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so; or

6.2.2 You repeatedly breach any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract; or

6.2.3 You have a winding up order made against You or have a receiver or administrator appointed other than for the purposes of bona fide reconstruction or amalgamation or, if You as an individual have a bankruptcy order made against You.

6.3 For the avoidance of doubt, any breach of clause 4.1.8 and/or 4.1.9 shall be deemed to be a material breach incapable of remedy. In such circumstances, We shall, at our discretion and without prejudice to our rights set out at clause 6.1 above, vary the Warranty Service that we provide to You to a "Response and Labour" Warranty Service.

6.4 Either party may terminate the Contract by giving 90 days written notice to the other in writing. The notice to terminate may not be given until 3 months after the Commencement Date have passed.

6.5 Where You have paid the Annual Charges in a single payment and terminate the Contract during a Contract Year, We will give You a refund of the outstanding monies, based on the length of time remaining under the Contract, provided that the required notice has been given in accordance with clause 6.3.

6.6 You are offensive, obstructive or abusive towards any Graftityp staff.

## 7 Changes

7.1 If You choose to renew Your Warranty Service, or if You pay the Annual Charges by Direct Debit and the Warranty Service automatically continues in accordance with clause 5.4 above, the terms of the renewed Warranty Service will be those set out in the Conditions current at the time of such renewal, irrespective of when You first took out a Warranty Service. We will bring any new sets of Conditions to Your attention at each annual renewal. An up-to-date version of Our Conditions can also be found at [www.grafitytp.co.uk](http://www.grafitytp.co.uk)

7.2 We reserve the right to amend the Warranty Description at any time if required by any applicable statutory or regulatory requirements.

## 8 Limitation of Liability

8.1 Nothing in these Conditions shall limit or exclude Our liability for:

8.1.1 death or personal injury caused by Our negligence, or the negligence of Our employees, agents or subcontractors;

8.1.2 fraud or fraudulent misrepresentation; or

8.1.3 any other area where it would be invalid or illegal to limit or exclude Our liability.

8.2 Subject to clause 8.1:

8.2.1 We shall under no circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty,

or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

8.2.2 Our total liability to You in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Annual Charges for the respective Contract Year.

8.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

## 9 Disclaimer

9.1 If We attend the Machine Location and the Machine is found to be in working order or if the fault has been caused by another device not covered by the Warranty Service e.g. computer, cable, third party consumables, software, or hardware configuration – You will be charged at the current time and materials cost for the work undertaken. Setting changes due to different medias will not be covered by the warranty service.

9.2 Consumable items such as blades, cutting strips, carriage wheels, covers and all other items (in our reasonable opinion) to be consumables are not included under the Warranty Service and the cost of replacing such items shall be borne by You.

9.3 Faults which were identified in any on-site inspection in accordance with clause 2.3 will not be covered by the Warranty Service.

9.4 If the Contract has expired, approval of a new Warranty Service will be subject to the serviceability of your Machine (and may involve a further on-site inspection in accordance with clause 2.3). Our decision in this respect will be final and binding.

9.5 Unless moved by one of Our approved logistics companies (details available upon request), if you move the Machine, the warranty will be void until inspected by Us (such costs of inspection to be charged on a time and cost basis).

## 10 Notices

10.1 Any notice or other communication under or in connection with this Contract shall be in writing.

10.2 Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt, or otherwise at 9.00 am on the second working day after posting.

10.3 This clause does not apply to the service of any legal proceedings.

## 11 General

11.1 You shall not, without Our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

11.2 Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by Us.

11.3 We shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of Our obligations under this Contract if such delay or failure results from events, circumstances or causes beyond Our reasonable control. In such circumstances We shall be entitled to a reasonable extension of the time for performing such obligations.

11.4 No failure or delay by Us to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

11.5 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

11.6 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

11.7 A person or entity who is not a party to this Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Contract.

11.8 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and the parties irrevocably submit the exclusive jurisdiction of the courts of England and Wales.