



RaynerCare

Contract



1. The Service

1.1. K.P.Rayner Ltd on notification of a fault by a customer, which is covered by the contract and verification by KPRayner Ltd, will arrange to have the faulty machine uplifted at no cost to the customer and transferred to the KPRayner Ltd workshop for repair.

1.2. KPRayner Ltd will be responsible for the cost of repair and for the provision of certain new or refurbished parts only in the event of such parts failing during the normal working of the machine.

1.3. KPRayner Ltd will provide free of charge all required parts with the exception of consumable items including but not limited to nose cones, spindle motors, sticky pads, media, blades, blade holders, which will be charged to the customer at the current time and material costs.

2. Loan Machines

2.1. KPRayner Ltd will use its reasonable endeavours to despatch to the customer's premises on loan a suitable compatible product within 48 working hours of the notification of a breakdown. This service will be provided free of charge to the customer.

2.2. Once the customer has received any loan machine the customer is legally liable for the machine.

2.3. KPRayner Ltd will provide free of charge on loan a lap top computer fully loaded with the relevant software to a customer covered by this contract. KPRayner Ltd will provide this service whether or not the computer has been provided by KPRayner Ltd in the event that the customer's hardware or relevant software fails.

2.4. If a customer takes advantage of a loan lap top computer KPRayner Ltd will use its best endeavours to have a loan lap top computer provided within 48 working hours.

2.5. A loan laptop computer is available to the customer for a maximum of 14 working days to allow sufficient time for the customer to have their own computer mended.

2.6. In the event a customer requires keeping the loan lap computer for a longer period than 14 working days the written agreement with KPRayner Ltd will be required and the loan machine will be charged at the rate prevailing at that time.

3. Technical Improvements

3.1. Technical improvements that may be issued by KPRayner Ltd and are considered by KPRayner Ltd to be necessary to the equipment's normal operation will be carried out at the expense of KPRayner Ltd. Equipment is limited to that which the fault relates, and is covered by the contract.

3.2. Technical improvements that are considered by KPRayner Ltd to be unnecessary to the equipment's normal operation will be available to the customer as a purchasable option.

4. Customers Obligations

4.1. To use an swaff extraction device at all times when engraving. Non use of such a device can invalidate the KPRayner Care Contract.

4.2. Keep and operate the equipment (including loan equipment) in a proper manner and ensure only trained and competent employees are allowed to operate it.

4.3. Use the equipment (including loan equipment) in a suitable environment with proper power supplies and in accordance with the instructions and advice of KPRayner Ltd.

4.4. Maintain and make available to KPRayner Ltd records of operation maintenance and any malfunction of the machine.

4.5. If the machine malfunctions and it is necessary that it is returned to KPRayner Ltd workshop for repair, to properly parcel the machine in accordance with instructions received from KPRayner Ltd.

4.6. Properly to pack loan machines for return to KPRayner Ltd in accordance with instructions received from KPRayner Ltd.

5. Charges

5.1. The contract charges are specified in the contract. Any repair requested by the customer which is deemed to be outside the contract will be charged for by KPRayner Ltd at the current time and materials rate.

5.2. If any sum payable under this contract is not paid within 30 days of the invoice date KPRayner Ltd will suspend the contract and shall be entitled to charge the customer interest on the amount unpaid from the due date until payment is made in full at either of the following rates at the option of KPRayner Ltd.

5.2.1. The rate of 10% per year, which shall accrue on a daily basis and be compounded monthly;

5.2.2. The rate provided under The Late Payment of Commercial Debts (Interest) Act 1998.

5.3. Where the payment is by monthly standing order and KPRayner Ltd is unable to collect the monies as a result of actions by the customer, KPRayner Ltd reserves the right to suspend the contract until monies are paid up to date.

5.4. Please note that should KPRayner Ltd fail to collect three consecutive direct debit payments payment in full will be required.

6. Termination

6.1 KPRayner Ltd reserves the right to terminate this contract by giving notice in writing to the customer if the latter being a company that has a winding up order made against it or has a receiver or administrator appointed other than for the reason of a bona fide reconstruction or amalgamation or, being an individual, has a bankruptcy order made against him or her.

6.2. Either party may terminate this contract upon giving 90 days notice to the other in writing save that the customer shall not be entitled to terminate the contract within 90 days from the commencement date indicated in the contract.

6.3. No refund shall be given by KPRayner Ltd in the event of any termination during a period of 90 days from the commencement date.

6.4. If payment of any sum due under the contract is not made by the customer within 60 days of the date of the invoice or due date of the monthly direct debit agreement KPRayner Ltd will terminate the contract immediately.

7. Disclaimer

7.1. Any faults that have been diagnosed by KPRayner Ltd as having been caused by neglect, misuse, failing to follow instructions in the user manual, operating the machine outside of its published specification and environmental criteria, or failing to follow other instructions provided by KPRayner Ltd will be charged to the customer at current time and materials costs, details of which will be supplied to the customer on request.

7.2. After inspection the fault in the machine has been caused by use of a device or devices not supplied by KPRayner Ltd or equipment not supplied by KPRayner Ltd, the repair will be charged at the current time and materials cost.

7.3. Consumable items such as media, blades, blade holders, spindle motors and all other items deemed to be consumables are not included under the contract and the cost of replacing such items will be borne by the customer.

7.4. KPRayner Ltd is under no obligation to provide a repair service to the customer if the machine suffers any damage as a result of misuse in any form, or if the machine has been altered in any way from its original specification without the prior written consent of KPRayner Ltd.

7.5. Faults which in the opinion of KPRayner Ltd were present in the equipment prior to the commencement of this contract shall not be covered by this contract.

7.6. This contract shall not be binding on KPRayner Ltd if it has been previously repaired by other than KPRayner Ltd or an agent authorised KPRayner Ltd.

7.7. KPRayner Ltd shall have no liability at all for any loss (including consequential loss) or damage of any kind arising from any stoppage, breakdown or failure of the equipment however occasioned.

7.8. KPRayner Ltd shall have no liability for any damage to the customer's property unless occasioned by KPRayner Ltd's negligence.

8. Customers Rights

8.1. This contract shall not be taken to limit or restrict the customer's statutory rights or otherwise.

9. Variation.

9.1. No variation or amendment of this contract or oral promise or commitment related to it shall be valid unless committed in writing and signed by or on behalf of both parties.

10. KPRayner Ltd's right to assign or sub contract.

This contract and all its rights under it may be assigned or sub contracted by KPRayner Ltd.

11. Waiver

The failure of by either party to enforce at any time or for any period any one or more of the terms and conditions of this contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of the contract.

12. Third Party rights

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

13. Force Majeure

Both parties shall be released from their respective obligations in the event of a national emergency, war, prohibitive governmental regulations or if any other cause beyond the reasonable control of the parties or if either of them renders the performance of this Contract impossible whereon all money due under this contract shall become due and immediately repayable.

13.1 the customer shall immediately pay to KPRayner Ltd all arrears of payments;

13.2 each party shall be liable to pay to the other damages for any breach of this contract and all expenses and costs incurred by that party in enforcing its rights under this contract.

14. Notices

14.1 Any demand or notice given under this Contract shall be in writing and may be served;

14.1.1. personally;

14.1.2. by registered or recorded delivery mail;

14.1.3 By facsimile transmission (confirmed by mail); or

14.1.4. by any other means that any party specifies by notice to the other

14.2. Each party's address for the service of notice shall be its registered business address.

14.3. A notice shall be deemed to be served;

14.3.1. if it was served in person at the time of service;

14.3.2. if it was served by post 24 hours after it was posted; and if it was served by fax at the time of transmission.

15. Law and jurisdiction

The law applicable to this Contract shall be English law and the parties consent to the jurisdiction of the English courts in all matters affecting this Contract.