hy.support
Hybrid Services Ltd

CUSTOMER CARE PACKAGE

TERMS AND CONDITIONS

Section 1 – DEFINITIONS

1.1 In this Contract unless the context otherwise requires the following expressions have the following meanings:

'Mimaki Inks' means original Mimaki inks purchased through a Hybrid authorised reseller, and in the case of Mimaki SS21 inks bear the Hybrid irremovable sticker with the 'Let's Do More' logo thereon.

'Hybrid Representative' means any field service engineers or employees of Hybrid.

'Point of Contact Support' means any technical support and advice that can be given by Hybrid to the Customer via e-mail, fax or telephone.

'Customer' shall include the Customer and any agents, employees or representatives of the Customer.

'Product' means the Mimaki product covered under this Customer Care Package.

Section 2 – SERVICES TO BE PROVIDED AND RIGHTS TO BE GRANTED

2.1 Hybrid agrees to the following (subject to the terms and conditions hereinafter contained and to the Customer entering into this Contract):

2.1.1 To provide point of contact support, maintenance and repair of the Product.

2.1.2 Within one working day of receipt of a notice by Hybrid from the Customer that the Product or any part of the Product is faulty, a Hybrid representative shall respond to such notice with Point of Contact Support.

2.1.3 Should any fault not be resolvable by Point of Contact Support, Hybrid shall as soon as reasonably possible dispatch a Hybrid Representative to attend to the Product at the site of the Product.

2.1.4 Should the fault not be resolvable by a Hybrid Representative at the site of the Product then Hybrid shall remove the Product for investigation and repair at Hybrid's premises or other such premises as Hybrid shall in its absolute discretion decide is best for the relevant repair to be carried out.

2.1.5 Should the Product need to be removed for investigation and repair Hybrid may, at its absolute discretion, provide a loan machine for the duration of the repair.

2.1.6 Hybrid warrants that a Hybrid Representative shall carry out all repairs or such persons approved by Hybrid to carry out such repairs as are necessary.

2.1.7 Where Hybrid decide that it is necessary to remove a Product for investigation and repair Hybrid may, at its absolute discretion, provide the Customer with a replacement product of Hybrid's choosing that is at least the equivalent to the Product.

Section 3 – EXCLUSIONS AND VOIDS

3.1 The Customer's failure to use Mimaki Inks.

3.1.2 Any damage caused to the Product due to the Customer not utilising a standard of reasonable skill and care.

3.1.3 Any damage caused to the Product by the Customer's negligence.

3.1.4 Any damage caused to the Product due to the customer failing to follow the recommended maintenance schedule as detailed in the Operation Manual.

3.1.5 Any damage caused to the Product by any malicious act of vandalism caused by any person whatsoever will not be covered by this agreement.

3.1.6 Any software malfunctions occurring will be covered by this agreement.

3.1.7 Any damage caused either directly or indirectly by any repairs carried out by anyone other than Hybrid or a Hybrid Representative shall not be covered by this agreement and shall make this agreement voidable.

3.1.8 Any damage caused by the operation of the Product outside the usage parameters stated in the end user guide shall not be covered by this agreement and shall make this agreement voidable.

3.1.9 Failure by the Customer to carry out the reasonable directions instructions and recommendations of Hybrid or a Hybrid Representative at Point of Contact Support shall make this agreement voidable.

3.1.10 Field service visits to products covered by manufacturers and / or extended service contracts (Customer Care Packages) which are sited outside the UK mainland and or requiring transportation other than standard motor vehicle (boat, aircraft etc.) are subject to all costs incurred for the special transportation.

3.1.11 All consumable items are the responsibility of the Customer to purchase and replace within the reccomended timescales, and are therefore excluded from the Customer Care Package.

Section 4 – AGREEMENTS AND DECLARATIONS

4.1 Hybrid shall not in any circumstances be liable for any indirect or consequential loss or damage howsoever arising and of whatsoever nature suffered or uncured by the Customer or any third party including (without limitation) loss of profits, data, contracts, or operation time or any loss of anticipated earnings or savings of the Customer due to any of the rights or obligations exercised by Hybrid under this Agreement.

4.2 All component parts or hardware products removed from the Product as a result of any repair work carried out by Hybrid or a Hybrid Representative pursuant to this Agreement shall become the property of Hybrid.

4.3 The Customer may not assign, licence, sub licence, transfer, mortgage, charge, pledge or sublet this Agreement nor any of its rights or obligations under this Agreement.

4.4 Hybrid reserves the right at its absolute discretion to give the Customer a full refund of the purchase price of the Product should the Product be irreparable and a replacement product not be available.

4.5 Hybrid is not responsible for the restoration or reinstallation of any programs or data other than software installed by Hybrid or a Hybrid authorised reseller.

4.6 This agreement supersedes all prior communications representations statements agreements arrangements and understandings (whether written or oral).

4.7 Hybrid confirms to the Customer that:

4.7.1 This agreement constitutes legal and binding obligations of Hybrid and all authorisations, approvals, consents, licences, exemptions, filings, registrations, notarisations, and other matters required in connection with the entry into performance validity and enforceability of this agreement have been obtained or effected and are in full force and effect.

Section 5 – FORCE MAJEURE

Notwithstanding anything else contained in this agreement neither party shall be liable for any delay or non-performance of any of its obligations hereunder if such delay or non-performance is caused by circumstances beyond its reasonable control.

Section 6 – JURISDICTION

This agreement is subject to the laws and jurisdiction of the courts of the England and Wales.