# Terms and Conditions Roland DG Care

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": Roland DG (UK) Ltd.
"Application": Your application for the Warranty Services as set out in Our Application Form or Your written acceptance of Our quotation.
"Application Form": the application form is available from Us upon request.
"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 Description": the description of the form of Warranty Services You have selected, being "Platinum", "Gold", "Silver", "Bronze", "Response and Labour " and "Return-to-Base" as described in the service description sent to you with the Application Form.
"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 emails.

2 **Basis of Contract**

2.1 When you submit an Application, this is an offer by You to purchase the Warranty Services in accordance with these Conditions.
2.2 Your Application shall only be deemed to be accepted when We issue You with written acceptance of the Application at which point and on which date the Contract shall come into existence ("**Commencement Date**").
2.3 Where You submit an Application for a "Platinum", "Gold", "Silver", "Bronze" or "Return-to-Base" Warranty Service and You are not covered by an existing Warranty Service, then an on-site inspection of Your Machine will be required. The cost of such inspection shall be notified to you prior to the on-site visit. We will carry out the inspection and carry out any necessary routine works at this time in accordance with Parts rates as agreed between Us prior to undertaking the work. If during the on-site inspection we recommend that work is carried out and/or that a Part is installed into the Machine and you decide not to follow such recommendation, any Warranty Service that You receive shall not include the work or Part that would have been remedied by Our recommendation.
2.4 The Warranty Service is for a single specified Machine located at the Machine Location as set out in the Application Form. The Warranty Service is not transferrable to a different machine or location.
2.5 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.
2.6 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.
2.7 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.
2.8 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 "Platinum", "Gold", "Silver", "Bronze" Warranty Services are available for customers in mainland UK – geographical restrictions may apply. "Response and Labour" Warranty Services are available for Machine Locations in the 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)1275 335540 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 for "Platinum", "Gold", "Silver", "Bronze" Warranty Services, 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, except when You are using inks which are not approved or supplied by Us, where a one-month guarantee will be provided.
3.9.1 For "Platinum", "Gold", "Silver", "Bronze" and "Return-to-Base" Warranty Services all parts (excluding consumables see 9.2) are included within your warranty - including print heads (see 3.7.1) and ink train - provided Roland approved inks are used and

the machine is maintained as per the user manual and fully in accordance with the Roland DG guidelines.
3.9.2 We may use refurbished parts to return your machine to working order, either as a temporary or permanent measure.
**Parts coverage** 3.10 constitutes;
3.10.1 Print head coverage, including accidental damage, is up to a maximum of 1 print head, per channel, per machine, per term.
3.10.2 Spindle coverage, including accidental damage, is up to a maximum of 1 spindle, per machine, per term.
3.11 Breakage or damage to cover sets, panels, stands and casters are excluded.
3.12 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**
3.13 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.
3.14 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**
3.15 "Telephone technical support response time" is the time between You reporting the fault to Us and Our technical support advisor calling You back.
3.16.1 "On-site response time" is the time between Our technical support advisor identifying and agreeing that a field service engineer is required to physically attend a Machine and the engineer arriving at the Machine Location.
3.16.2 There is no guaranteed on-site response for service contracts north of the Edinburgh (EH) and Glasgow (G) postcode areas. All on-site contracts in this area will be priced at the same rate as a standard Bronze-level contract.
3.17.1 Engineers are allocated between 9 am and 3 pm, Monday to Friday, excluding public holidays and the period between (and including) 23rd December and the next working day of the following year. When an engineer is allocated after 3 pm, such allocation will be deemed as the next working day and all response times will be measured from 9 am on that next working day.
3.17.2 In the rare event that Roland DG is closed, response times will be suspended until the next working day.
3.18 Subject to clause 3.2, the response times applicable to the Warranty Service that We provide to You are set out in the Warranty Description.
**Remote Service**
3.19 We may diagnose that the issue may be resolved by You using Our remote video repair service. Where this is mutually agreed, We will ship the necessary spare parts to You so that We can guide You through the repair remotely. During these sessions, you agree to;
3.19.1 follow instructions to the best of Your ability and take precautions when handling electrical and liquid ink parts.
3.19.2 wear suitable personal protective equipment.
3.19.3 not attempt to perform the repair without Our support or permission.
3.19.4 have a mobile phone and a basic set of tools available for the duration of the repair.
3.19.5 accept delivery of spare parts and allow us to collect any unused items with our chosen courier.
3.19.6 inform Us of anything that may affect or interfere with the repair.
3.19.7 not share or disseminate any information, documentation or service processes deemed 'Roland Confidential' with any other person not involved with the remote video repair service, either at the time of repair or at a later date.
3.19.8 where the above steps are followed as directed by Us, these actions will not invalidate any original, extended or implied warranty in place between Us and You.

**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) and ensure sufficient ink 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 where Your warranty is a "Platinum", "Gold", "Silver", "Bronze" and "Return to Base" Warranty Service, not use ink in Your Machine that is not approved or supplied by Us;
4.1.10 not allow persons other than Us or Our authorised representatives to repair or service the Machine;
4.1.11 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;
4.1.12 follow the maintenance guidelines and schedules as set out in the user manual and/or as dictated by the Roland DG website.
4.1.13 not make any additions, modifications or adjustments to the Machine without Our prior written consent;
4.1.14 have the relevant tools (including digital camera, webcam and wireless broadband) on-site, in order to help to diagnose the fault with Our telephone technical support advisors;
4.1.15 attend a Roland DG academy course if lack of training is (in Our reasonable opinion) resulting in a high volume of calls to Our telephone technical support advisors;
4.1.16 notify Us of any change to Your address immediately and inform Us if the Machine Location is different to Your main business address – please refer to clause 9.5;
4.1.17 notify Us if the name of Your business changes;
4.1.18 notify Us if the key contact person for Your Warranty Service changes; and
4.1.19 notify Us if You sell Your Machine.
4.1.20 on milling machines with a user replaceable spindle, the replacement spindle will be shipped to the User, who will be required to replace the spindle using the included instructions.
4.1.21 should the User fail to replace the spindle correctly, or the replacement spindle does not resolve the issue, we will endeavour to visit the next working day to further investigate or complete the repair.
4.1.22 You will make available a charging point/power socket for the engineers' plug-in hybrid or electric vehicle.
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 the site will comply with the requirements to watch health and safety videos/inductions, provide reasonable details for security, and await chaperones, etc., for up to a maximum of 30 minutes. Any additional waiting or induction time (including online induction and health and safety assessments) beyond 30 minutes will be charged at our current hourly rates.
4.2.5 In the event of break fixes and maintenance visits, we will make three separate attempts to schedule the visit. Should you decline, cancel, or not provide a response on each of these three occasions, we will consider your case closed. Should you wish to proceed with the visit at a later time, the responsibility to initiate contact with us will then fall upon you.

**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). They are also available at https://www.rolanddg.eu/en-gb/support/terms-and-conditions..
Any service requested by You that is outside the Contract will be paid for by You at Our current time and materials rate as agreed between us from time to time.
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 daily 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.
5.6 Direct debit payments are subject to a 2% administration charge, which you agree to pay. The 2% will be added to the total Contract term price and divided evenly between monthly payments.

**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 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 in 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 has 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 Roland DG staff or agents.

**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 https://www.rolanddg.eu/en-gb/support/terms-and-conditions..
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, RIP, profiling or hardware configuration – You will be charged at the current time and materials cost for the work undertaken. Colour Management & ICC profiling is the responsibility of the customer and will not be covered by the warranty service.

9.2 Consumable items such as blades, blade holders, cutter protection strips, waste bottles/cartridges 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 identified in any on-site inspection per 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).
9.6 In the event that We are unable to repair a fault on the machine, We may require You to use an alternative operating procedure, or if the machine is not functional to Our acceptable standard We will credit You the remaining period of Your service contract and the period that the machine was not functional to Our acceptable standard. No replacement machine will be offered. Any decision made by Us on this matter is final.

**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.