

## Broadberry Data Systems ON-SITE WARRANTY TERMS AND CONDITIONS

Thank you for purchasing a computer system ("the System") and On-Site Warranty from Broadberry Data Systems Limited ("Broadberry"). The On-Site Warranty provides a support service designed to assist in giving You ("the Customer"), piece of mind and maximum possible System operation and continuity. The following terms and conditions apply to your On-Site Warranty.

1. **On-Site Warranty Period**
  - 1.1. The System benefits from Broadberry's On-Site Warranty to the selected Service Level for the period shown in the Customer's invoice/receipt/proof of purchase commencing on the date of purchase.
2. **Remote Technical Support**
  - 2.1. In the event that the System should develop a problem or fault during the On-Site Warranty Period and the Customer cannot resolve it, all Customers must in the first instance contact Broadberry Technical Support, either;
    - 2.1.1. By telephone on 020 8997 6000; or
    - 2.1.2. By creating a new online Support Ticket at <http://www.broadberry.co.uk/support.php>
  - 2.2. This remote technical support is a fast and efficient way for Broadberry to identify and assess the problem or fault and the best and fastest means to resolve it. Broadberry's technicians have been trained to diagnose problems to ensure the fastest possible resolution. To do this the technician will request the Customer's assistance to help "troubleshoot" the problem or fault and diagnose it. To help Broadberry to better serve You please have the following information and materials ready when You call:
    - 2.2.1. The invoice and/or serial number of the System(s) exhibiting a problem.
    - 2.2.2. The version of the operating system you are currently using.
    - 2.2.3. The names and models of any peripheral devices you are using.
    - 2.2.4. The names and model numbers of any components you have added to the system since the original invoice.
    - 2.2.5. Please be prepared to tell the technician the type of error message you are getting and when it occurs, what you were doing with the System when the error occurred, and what steps you may have already taken to solve the problem.
    - 2.2.6. Access to the System.
  - 2.3. In the event that the problem or fault is not resolved remotely, Broadberry will dispatch a service technician to attend the System on location to diagnose and, in its sole discretion, repair and/or replace the System, in accordance with the terms set out below.
3. **Service Levels**
  - 3.1. In the event that remote technical support is unable to resolve the reported problem or fault, Broadberry offers two levels of On-Site Warranty Service ("the Services");
    - 3.1.1. **Next Business Day Cover**
      - remote technical support between 09:00 and 17:00 on business days.
      - Broadberry will dispatch a service technician to repair or replace the System on location the business day following submission of a remote technical support call or ticket by 17:00 the preceding business day.
      - "Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
    - 3.1.2. **24/7 Cover**
      - remote technical support within the hour.
      - Broadberry will dispatch a service technician to repair or replace the System on location as soon as practicable within 24 hours, 365 days a year.
      - Broadberry will endeavour to hold an inventory of key System components in stock for the duration of the On-Site Warranty Period.
  - 3.2. Customers selecting either Service Level may, upon payment of an additional fee, upgrade to service technician attendance response times within 4 or 8 business hours of remote technical support diagnosis.
  - 3.3. The Service Level that you have purchased is shown on the Customer's invoice/receipt/proof of purchase.
4. **Customer Replaceable Parts**
  - 4.1. Broadberry may in due performance of the Services, and at its sole discretion, elect to send replacement System part which can easily be replaced by the Customer, under the direction of a Broadberry technician if required ("Customer Replaceable Parts").
  - 4.2. Customer Replaceable Parts include, but are not limited to, Hot Swappable Hard Drives and Redundant Power Supply Modules.
  - 4.3. Broadberry shall arrange the collection or disposal of all defective System parts which are replaced by Customer Replaceable Parts. The defective System Parts may be collected or disposed of on a different date to delivery of the Customer Replaceable Parts.
5. **Battery Backup Unit (RAID Cards)**
  - 5.1. Please note that Battery Backup Units only have a 12 month manufacturers warranty. Broadberry does not warrant to repair or replace any regardless of the level of Service Cover selected. Manufacturers recommend that Customers replace any and all Battery Backup Units annually.
6. **The On-Site Warranty Service**
  - 6.1. The On-Site Warranty covers the System purchased from Broadberry only.
  - 6.2. **The response times of Next Business Day, 24 hours, 8 hours and 4 hours outlined above are estimates and are not guaranteed.** Broadberry will use its best endeavours to ensure a service technician attends the System within the specified response time. The availability and response times may vary according to demand and/or the remoteness or accessibility of the System location.
  - 6.3. Upon attendance the Broadberry service technician will use his or her best endeavours to resolve the reported problem or fault as quickly as possible.
  - 6.4. Broadberry will, at its option, repair or replace the System or any parts covered by the System Warranty free of charge with a new or refurbished System or parts for the duration of the On-Site Warranty Period. The Broadberry service technician will exercise reasonable care and skill in the diagnosis of the problem or fault and the repair or replacement of the System necessary to resolve it.
  - 6.5. The attendance of a Broadberry service technician does not guarantee that the problem or fault will be resolved at that time. The repair or replacement is subject to the availability of parts which cannot and are not guaranteed.
  - 6.6. Any System or part thereof repaired or replaced under the On-Site Warranty shall be covered for the remainder of the On-Site Warranty Period, or for three month, whichever is the longer.
  - 6.7. All System parts which are replaced shall become the property of Broadberry.
  - 6.8. The On-Site Warranty is available for Systems purchased and located in the United Kingdom only.
7. **Excluded Parts and Coverage**
  - 7.1. The On-Site Warranty does not cover;
    - 7.1.1. Batteries.
    - 7.1.2. Any maintenance, alteration, modification or adjustment performed by persons other than Broadberry or its employees or agents other than those authorised by Broadberry.
    - 7.1.3. The serial number on the System, components or accessories has been altered, cancelled or removed;
    - 7.1.4. The warranty seals have been broken or altered;
    - 7.1.5. Damage to the System caused by war, terrorism, fire, accident, natural disaster, movement, intentional or accidental misuse, abuse, neglect or improper maintenance, liquid, use under abnormal conditions, obsolescence, rust, change in color, texture or finish, wear and tear, gradual deterioration.
    - 7.1.6. Fraud, theft, unexplained disappearance or willful act.
    - 7.1.7. Damage (accidental or other) to the system that is cosmetic, meaning damage that does not impact the operation and functioning of the System.
    - 7.1.8. Damage to the System caused by improper installation or improper connection to a network or peripheral device such as printer, optical drive, network card, or USB device;
    - 7.1.9. Damage to the System caused by any failure, interruption or surge in electrical power or its related infrastructure connected to the System;
    - 7.1.10. Damage to the System resulting from use outside of the operation or storage parameters or environment detailed in the System User's Manual;
    - 7.1.11. Damage to the System resulting from use of parts not manufactured or sold by Broadberry;
    - 7.1.12. Damage to or loss of any program, data or removable storage media, or if there is costs involved in recovering any program or data;
    - 7.1.13. Damage to the System caused by third party software or viruses;
    - 7.1.14. Software or data loss that may occur during repair or replacement of the System.
8. **Customer Obligations**
  - 8.1. In order to perform the Services, the Customer shall;
    - 8.1.1. Report to and cooperate with Broadberry technical support in order to diagnose the problem or fault.
    - 8.1.2. Provide Broadberry with full UK address including postcode of where the System is located.
    - 8.1.3. Provide Broadberry, its employees, agents and sub-contractors with full, safe, free and prompt access to the System.
    - 8.1.4. Ensure the System is in an easily accessible location, with adequate space that complies with prevailing health and safety requirements.
    - 8.1.5. Fully back up all data stored on the System.
    - 8.1.6. Remove any personal, confidential or proprietary information before any Service process is started.
    - 8.1.7. Where possible, provide a technically competent person with knowledge of the System and fault to be present throughout the repair or replacement and to actively assist in troubleshooting.
    - 8.1.8. Provide electricity, an internet connection and telephone line.
    - 8.1.9. Inform Broadberry of any relocation of the System.
    - 8.1.10. Any other actions that Broadberry may reasonably request in order to best perform the Services.
  - 8.2. **The Customer is responsible for the security, backup and reinstallation of its software and data at all times.**
9. **Exclusions and Limitations of Liability - YOUR ATTENTION IS DRAWN TO THE FOLLOWING IMPORTANT TERMS**
  - 9.1. The following provisions set out the entire financial liability of the Broadberry (including without limitation any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
    - 9.1.1. any breach of the On-Site Warranty Terms and Conditions howsoever arising;
    - 9.1.2. any use made by the Customer of the On-Site Warranty Service or any part of it; and
    - 9.1.3. any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising under or in connection with the On-Site Warranty.
  - 9.2. Nothing in these Terms and Conditions excludes the liability of Broadberry:
    - 9.2.1. for death or personal injury caused by Broadberry's negligence; or
    - 9.2.2. for fraud or fraudulent misrepresentation.
    - 9.2.3. Any liability which cannot be excluded by law.
  - 9.3. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.
  - 9.4. Subject to condition 9.2, Broadberry shall not in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:
    - 9.4.1. loss of profits; or
    - 9.4.2. loss of business; or
    - 9.4.3. depletion of goodwill or similar losses; or
    - 9.4.4. loss of anticipated savings; or
    - 9.4.5. loss of goods; or
    - 9.4.6. loss of contract; or
    - 9.4.7. loss of use; or
    - 9.4.8. loss or corruption of data, software or information; or
    - 9.4.9. any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses howsoever arising.
  - 9.5. Subject to conditions 9.2, Broadberry's total liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the On-Site Warranty shall be limited to the total price paid by the Customer for the On-Site Warranty.
10. **Law and Jurisdiction**
  11. These Terms and Conditions are governed by and shall be interpreted according to the laws of England. Both parties agree to submit any dispute they have regarding these Terms and Conditions to the exclusive jurisdiction of the English Courts.