

AVAIL Assurance and Assurance+ Services Terms and Conditions

Introduction

These Terms and Conditions, including any appendices (“Terms”) govern the supply by Northamber Group companies, Namber House, 23 Davis Road, Chessington, Surrey KT9 1HS, United Kingdom (“Northamber PLC” / “Northamber/AV Materials/ Tempura Communications”/“We”/”Us”/ ”Our”) of Warranty Assurance (the “Services”) to purchasers (“Purchaser”/“You”/ ”Your”).

We agree to supply the Services to You if a product (“Product”) that has been supplied by us or/and covered by the Services, fails to operate or operates outside of its specification (as defined by the manufacturer of the Product) within the period of cover defined by the service selected.

These Terms are not an insurance policy nor a warranty, guarantee or other promise that the product will not fail or that it meets any particular quality standard. These Terms do not extend the rights you obtained in this respect at the time you purchased the product. Under these Terms, we do not accept additional liability in respect of defects in the product beyond a liability to provide the Support Services as described.

These Terms do not affect any existing legal rights you have against the person who supplied your product or against us. Before accepting our offer to provide AVAIL Services, you should read these Terms and Conditions so that you are clear about the services to be provided, the scope of our liabilities to you, and your responsibilities.

Avail Support

TECHNOLOGY SERVICES

1. Territory

Support Services are available for products installed/situated within the countries that were originally supplied to, typically UK, Ireland, Netherlands, Belgium and Luxembourg. More information is available via <https://avail.tempura.net/support/home>

We reserve the right to add or remove territories, regions or countries without any notice or liability to you whatsoever, however we will where possible provide thirty (30) days' notice if we are no longer able to support the Services within a Territory. If you have an active contract in a Territory which we subsequently remove, we will provide a pro rata calculated refund based upon the remainder of the service contract.

2. Services Offered

Details of the services offered can be found at **THE SERVICES (APPENDIX 1)** which we may vary from time-to-time without any liability to you. If we amend the services and such amendment results in the removal of one or more elements of the services, we may continue offering the current services to you until the expiry date of the services or provide a proportionate refund of the remainder of the service contract, on a pro-rata basis for unused time remaining on the current service contract.

3. Entitlement

The current list of inclusions and exclusions provided under the services can be found within **APPENDIX 2: THE SERVICES ENTITLEMENT** which we may vary from time-to-time without any liability to you.

4. Obligation of the Parties

Purchaser Obligations

You shall:

- Purchase the initial warranty at product point of purchase or within 90 days of purchase, or in the case of warranty renewal within 14 days of expiration of the previous support service, unless otherwise agreed such in the case of providing services for products not originally supplied by us.
- Confirm to us that any product to be covered under the services is in good working order prior to the services becoming active and provide any evidence of such as we may reasonably request.
- Provide us with the serial number of any product(s) to be covered under the services.
- Only use the product in accordance with the manufacturer's instructions as documented in the product manual/user guide.
- Pay us all monies owed in relation to the services in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law)
- Contact AVAIL Helpdesk as detailed in **APPENDIX 3: CASE REGISTRATION**
- Assist and cooperate with us in attempting to resolve any issues
- Ensure faulty product is returned to Us within thirty (30) days of despatch of the replacement product.
- Pay us for all losses and expenses we incur as a result of any act or omission caused by you.

Our Obligations

We will:

- Provide the services with reasonable skill and care.
- Use all reasonable endeavours to resolve a claim as quickly as possible.
- Always conduct ourselves in a professional and courteous manner.
- Deal with incidents with empathy and respect regardless of fault.

5. Service Activation

2 types of warranty service are provided.

- Extended Warranty – This is where the term of coverage is extended beyond that provided as standard by the manufacturer.
- Enhanced Warranty – This is where the standard return to based warranty is upgraded to advanced replacement warranty, or where renewal of the warranty at the point of normal expiration is extended with enhanced replacement warranty cover.

Both options are available across virtually our complete portfolio for cover up to 5 years full years from the point of purchase from us.

Enhanced Warranty services must be taken out at point of purchase or within 90 days of purchase and are back dated to the original purchase date. Extended warranty services can be renewed for a minimum period of 1 year at the point of the anniversary of the original equipment purchase or previous years renewal, provided that the equipment is not past the 5-year maximum coverage point at that time.

We do consider providing services to brands, makes and models of equipment that we sell but that we didn't supply. To consider these we require:

- Evidence that the equipment is in good working order.
- Proof of purchase of the equipment when originally bought.
- Confirmation of the serial number which we validate with the manufacturer.

6. Service Durations

Support Services are available in 1-year increments from Years 1 through to Years 5. Warranty start date begins based on the invoice date of the products covered.

7. Deliveries of Warranty Replacement Goods

Under no circumstances shall we be liable to you for any loss, cost, damage or expense caused to you whether arising directly or indirectly by reason of our failure to comply with any delivery date or time stated.

Any dates and times for delivery issued by us or our agents, shall be an estimate only and are not guaranteed.

Where we or our representatives are delayed or are unable to deliver replacement product due to incorrect delivery instructions, or due to any other act or omission by you, then we may charge you for all costs incurred as a result by us (including but not limited to storage, re-delivery and Insurance of the Goods).

Where we or our representatives are delayed or fail to deliver product except in the circumstances of Force Majeure, our liability shall (at our option) be limited to:

- redelivery of the goods at no additional charge to you or
- replacing the goods not delivered or
- issuing a credit note equal to the value of the price of the goods not delivered.

8. Limitations of Liability

Our total aggregate liability to you in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution, by way of indemnity or otherwise, arising in connection with the performance or contemplated performance of the services shall be limited to a maximum of five-thousand (£5,000) GBP (or the equivalent amount at the prevailing exchange rate if the services are purchased in another currency e.g. EURO) over the services lifetime, provided that this limit shall not apply to the value of the support and product warranty repair cover provided.

Under no circumstances shall we be liable to you for: (i) loss of income; (ii) loss of profit; (iii) loss of revenue; (iv) loss of anticipated earnings; (v) loss of anticipated savings; (vi) loss of business; (vii) or loss of goodwill; (viii) loss of bargain; (ix) liability that you have to third parties; or (x) any indirect, consequential or special losses (whether of the type mentioned in clause (i) to (ix) or otherwise).

If you think a failure by us to provide the services may cause you losses of the kind mentioned in the preceding paragraph, and it is important to you to protect against them, you should take out appropriate insurance.

The terms of the agreement between you and us are fully set out in this document.

There are no other terms, conditions or warranties which apply to these Terms or which are implied into them (except any terms implied by statute which cannot be excluded). The services to be provided are as described in this document and you should not rely on any representation made to you which suggests otherwise.

9. Exclusions of Liability

Notwithstanding the above, nothing in these Terms shall limit or exclude our liability for:

- Death or personal injury caused by Our negligence, or the negligence of Our employees, agents or subcontractors (as applicable).
- Fraud or fraudulent misrepresentation or wilful default.
- Any matter in respect of which it would be unlawful for us to exclude or restrict liability.

10. Cancellation Policy

Your Loss of Cancellation Rights: Save as otherwise expressly provided in this Agreement, once we start performing the services you cannot cancel or get a refund for them.

Our Right to Cancel: We may automatically cancel the services if you submit a claim you know to be false, or which is fraudulent or a misrepresentation. No refund will be given.

11. Transferring Services

Other equipment: You cannot transfer the services to any other equipment except where the unexpired services term for a product is transferred under these Terms to a replacement Product provided as part of the service itself.

A third party: You cannot transfer the benefit of the services to a third party without our written consent which shall be in our absolute discretion.

12. Termination

We reserve the right to terminate the services immediately by written notice to you if You fail to comply with the provisions set out in this document.

13. Force Majeure

We shall not be under any liability for any failure to perform any of our obligations under these Terms due to events over which we have no control ("**Force Majeure**") including but not limited to the following non-exhaustive list of events such as: Act of God, explosion, flood, tempest, fire or accident; war or threat of war, terrorist atrocities, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes; difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery; non-performance by suppliers or service providers undergoing an insolvency event; unforeseeable shortages in the availability of personnel caused by epidemic or pandemic; economic recession.

14. Governing Law

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and subject to the exclusive jurisdiction of the English courts.

APPENDIX 1 – The Services (AVAIL SUPPORT)

We are offering the following Warranty Services.

- Enhanced Swap Out Replacement Parts Warranty and Technical Support Desk.
- Extended Return to base Warranty and Technical Support Desk.

Avail Support

TECHNOLOGY SERVICES

For the Period subscribed to with options of 1 year, 2 years, 3 years, 4 years or 5 years from the date of purchase of the products.

APPENDIX 2 – Entitlement

All services purchased are confirmed along with a certificate of coverage. This document/certificate clarifies the process to log calls, products covered and the duration of the service.

Other Services within the AVAIL Branding are available at additional costs including specialist installation services, preconfiguration, training, and onsite technical support. More information is available via the AVAIL Support Website:

<https://avail.tempura.net/support/home>

The Services to be provided will depend upon the product you have purchased. Once you have contacted us via the AVAIL Support helpdesk, we will advise you which of the services is to be provided depending on the warranty package applicable or taken.

For AVAIL Standard and Extended Warranty if we diagnose the likely issue identified as a specific part we will request this is sent to us for repair or replacement. A return form will be provided as part of the support case which needs to be sent with the goods.

For AVAIL Enhanced Warranty we will try and resolve the issue remotely however if we diagnose the likely issue identified as a specific part we will ship a replacement unit to site for next day where cases are identified before 3pm and the day after for cases after 3pm. We will arrange to collect the faulty item replaced within 3 working days of the replacement item arriving on site. If pre-configuration of replacement units is required then a further 1 working day will apply.

Some products are supplied with onsite warranty services, and others are provided as a chargeable option. This is confirmed within the certificate detail and quotation before purchase of the service.

Our primary aim is to provide a service to Reseller Partners and their customers giving a ticket based technical support desk assistance along with Enhanced and Extended Warranty options to replace faulty parts, systems or products for a period of up to 5 years from point of purchase depending on the Service option purchased.

The Service desk is manned by engineers in the UK between the hours of 9am and 5pm Monday to Friday excluding public holidays. Tickets can be logged 24 hours a day via either the AVAIL Support Portal, or through our UK Call Centre Service.

We value our reputation so we can look after yours.

Avail Support

TECHNOLOGY SERVICES

Excluded from the replacement services:

- Consumables and wear and tear items. For example Batteries in remotes.
- Reprogramming, reconfiguring or commissioning replacements.
- Onsite technical (Additional chargeable options are available)
- Damaged goods through mishap or abuse including fire, water, chemical excessive temperature environments, radiation, electrical spikes including lightning etc.
- Implementation of non-approved software, or 3rd party systems not approved paired causing the issues, such as 3rd part cabling, network equipment or audio.
- Attempted repair following self-diagnosis involving opening internal product seals.
- Neglect.
- Any use of the product outside the manufacturers recommendation.

APPENDIX 3 – Case Registration

Any case registrations should be logged as soon as possible to providing us with the opportunity to send replacement goods for next day delivery to resolve an issue that day if applicable.

Cases can be logged via reporting an issue online or by calling 01256 513400

<https://avail.tempura.net/support/tickets/new>