



Printer Hot-Swap Order Form & Conditions

Company Name	
Contact Name	
Printer Model	
Serial Number	
Printer Address	

I have read and understood the terms & conditions of this hot-swap agreement in pages 2-6

Signed on Behalf of Customer	
Name	
Position	

HOT-SWAP MAINTENANCE AGREEMENT CONDITIONS

This Agreement is made on the date:

PARTIES:

(1) "DIGITAL I.D." means **Digital ID Limited** (Company Reg No 02521194) of Seaton House, Wellington Street, Stockport, Cheshire SK1 3AD; and

(2) "The Customer" means (name) of (address)

DIGITAL I.D. has agreed to maintain the Customer's plastic card printers hereinafter described upon the terms and conditions hereinafter contained.

TERMS OF THE AGREEMENT:

DIGITAL I.D.'s General Terms and Conditions of Trading also apply to this agreement.

NOW IT IS HEREBY AGREED as follows:

1. Definitions

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"**Equipment**" means the plastic card printers and printing equipment specified in the Order Form including any additions thereto notified by the Customer on or before the Commencement Date. It includes any changes and additions thereto as defined in "Additional Equipment" and "Non-Contracted Equipment" hereafter. It excludes all peripherals or add-ons unless separately listed in the Order Form.

"**Additional Equipment**" means any changes and additions to Equipment made at the request of the Customer after the Commencement Date and which are in good repair and condition.

"**Location**" means the Customer's premises as specified in the Order Form.

"**Order Form**" means the order form to which this Agreement is attached

"**Commencement Date**" means the date of this Agreement for the provision of Maintenance Service as stated in the Order Form

"**Scheduled Maintenance Services**" means the maintenance services to be provided by DIGITAL I.D. pursuant to Clause 2 with effect from the Commencement Date.

"**HotSwap Equipment**" means the loan machine of similar performance and specification provided by DIGITAL I.D. to the Customer until the repair can be completed

"**Maintenance Charge**" means the annual charge for the Scheduled Maintenance Services specified in the Order Form as varied from time to time pursuant to Clause 3 or as shall from time to time be agreed in writing between the parties.

"**Maintenance Services**" means whereby DIGITAL I.D. will repair and maintain faulty or malfunctioning equipment listed in the Order Form "Additional Service" means the maintenance service (s) including supply of parts and consumables not included within the Maintenance Charge.

"**Maintenance Hours**" means the hours between 9.00 a.m. and 5.00 p.m. each day, excluding Saturdays, Sundays and Public Holidays.

2. Scheduled Maintenance Services

As from the Commencement Date DIGITAL I.D. shall provide the following services to the Customer:

2.1 Corrective Maintenance

Upon receipt of notification by letter email or telephone from the Customer within the Maintenance Period that the Equipment has failed or is malfunctioning DIGITAL I.D. shall during Maintenance Hours:

(a) instruct the Customer over the phone with directions on how to fix the Equipment or;

(b) if the Customer can not fix the Equipment then DIGITAL I.D. will arrange for the Equipment to be taken away to be repaired.

2.2 Repair Standard

DIGITAL I.D. will use reasonable endeavors to repair fix and maintain the Customer' malfunctioning Equipment referred to in the Order Form to reasonable workmanlike standard

2.3 HotSwap

2.3.1 If the repair cannot be carried out by telephone, a Hot Swap Replacement will be provided

2.3.2 The Hot Swap Replacement will remain the sole and absolute ownership of DIGITAL I.D. throughout the period of the Hot Swap Replacement being with the CUSTOMER.

2.3.3 If the Hot Swap Replacement is not returned to DIGITAL I.D. within 7 working days of DIGITAL I.D. returning the Equipment to the Customer then DIGITAL I.D. reserves the right to invoice the Customer for the recommended retail price of the Hot Swap Replacement

2.3.4 The Customer will return the Hot Swap Replacement to DIGITAL I.D. in the packaging it was supplied in.

2.3.5 The Customer will not make modifications to the Hot Swap Replacement without DIGITAL I.D. written consent provided nevertheless if the Customer does make any such modification or addition which may affect the performance,

compatibility or reliability of the Hot Swap Replacement the Customer will pay DIGITAL I.D. such additional charges as are appropriate to remedy any defect in or caused by the modification or addition

2.3.6 The Customer will not take the Hot Swap Replacement abroad

2.3.7 the Customer has complied with any applicable provisions of the Health and Safety Legislation.

2.4 Response Time

On receipt of a request for corrective maintenance, DIGITAL I.D. will use reasonable endeavors to respond to the Customer during the Maintenance Hours.

2.5 Shipping

2.5.1 DIGITAL I.D. will pay for all courier charges when shipping items to the Customer

2.5.2 The Customer will pay for all courier charges when shipping items to DIGITAL I.D.

2.5.3 In the event of goods being damaged in transit from DIGITAL I.D. to the Customer DIGITAL I.D. will be liable.

2.5.4 In the event of goods being damaged in transit from the Customer to DIGITAL I.D. the Customer will be liable.

3. Charges

3.1 The Customer shall pay the Maintenance Charge annually in advance as specified in the Order Form. The Maintenance Charge shall be paid without prior demand and no payment shall be considered made until DIGITAL I.D. receives it. All payments shall be made in the manner specified in the Order Form.

3.2 The Maintenance Charge shall be paid (unless otherwise provided elsewhere in this Agreement) within 30 days of the date of DIGITAL I.D.'s invoice therefore provided nevertheless the Maintenance Charge shall be made on or before the Commencement Date. Failure to make payment by the due date entitles DIGITAL I.D. to stop work and/or withhold the provision of Maintenance Services until such time as due payment is respect of such time.

3.3 Charges for Additional Equipment will be made for the balance of the duration of the Agreement at DIGITAL I.D.'s prevailing rates for the period commencing 30 days after DIGITAL I.D. invoice the customer for such addition and such being the date when Maintenance Cover commences for the Additional Equipment. DIGITAL I.D. is entitled to charge in addition for any services required to put such additional equipment into good repair and condition at DIGITAL I.D.'s prevailing rates prior to accepting such additional as Equipment.

3.4 Charges for Non-Contracted Equipment will be made at DIGITAL I.D.'s prevailing rates for such services as are required in the first instance to put such Non-Contracted Equipment in good repair and condition and in the second instance the prevailing rates for the balance of the term as set out in 3.3 hereof whereupon such Non Contracted Equipment will become Additional Equipment.

3.5 DIGITAL I.D. shall be entitled at any time and from time to time (subject as mentioned below) and at any time to increase the Maintenance Charge by giving the Customer not less than 90 days prior written notice (given before the expiry of the Initial Period). No increase may be made pursuant to this sub-clause until a period of at least one-year has elapsed since the date on which the immediately preceding increase came into effect pursuant to this sub-clause.

3.6 All amounts payable under this Agreement are exclusive of Value Added Tax and any other taxes payable and which shall be paid by the Customer at the rate and in the manner for the time being prescribed by law.

3.7 Any sum payable under this Agreement which is not paid within 7 days after the due date will (without prejudice to DIGITAL I.D.'s other rights and remedies) incur an interest charge on such sums on a day to day basis (as well as before any judgement) from the due date to the date of actual payment (both dates inclusive) at the rate as specified in the General Trading Conditions. The Customer on demand shall pay such interest.

3.9 DIGITAL I.D. reserves the right to alter the charges for any Equipment over 2 years old

3.10 a discretionary charge of £45 per support will be applied to Customers where the Equipment has been returned for repair more than 5 times in any 12 months period subject to such repair not being the fault of Digital I.D.

4. Limitations

4.1 The Maintenance Services include maintenance of the Equipment that is necessitated as a result of fair wear and tear only. Any maintenance which is required as a result of the following by way of example, is excluded:

(a) failure or fluctuation of electric power, air conditioning, humidity control or other environmental conditions; or

(b) damage or accident (such as but not limited to coffee spilled on a keyboard), transportation, neglect, misuse, or default of the Customer, its employees or agents or any third party; or

(c) any fault in any attachments or associated equipment (whether or not supplied by DIGITAL I.D.) which do not form part of the Equipment; or

(d) act of God, fire, flood, war, act of violence, or any other similar occurrence; or

(e) any attempt by any person other than DIGITAL I.D.'s personnel to adjust, repair or maintain the Equipment; or

(f) Excessive use of any part of the Equipment such being in excess of the manufacturer's specification, or

(g) Service at other than the location (or such other location as DIGITAL I.D. shall have approved in writing); or

(h) Use of the equipment, not in accordance with the operating manual.

(i) **any standard part within the printer not covered by the manufacturers warranty**

(j) Electrical or other environmental work external to the Equipment; or

(k) maintenance of any attachments or associated equipment (whether or not supplied by DIGITAL I.D.) which do not form part of the Equipment; or

(l) recovery or reconstruction of any data or programs lost or spoiled as a result of any breakdown of or fault in the Equipment, or

(m) maintenance or repair of any Equipment which in DIGITAL I.D.'s opinion is obsolete as a result of parts ceasing to be manufactured, or

(n) any requirement to carry out an annual or other test on the Equipment to satisfy statutory regulations or any repair necessitated as a result of a failure to satisfy such test, or

(n) Any request to provide a preventative maintenance service unless charged for and specified in the Order Form.

4.1.1 DIGITAL I.D. will (if it is able to do so) at the request and expense of the Customer repair or replace any part of the Equipment which has failed due to any cause as set out in Clause 4.1 above or as a result of the Customer's breach of any of its obligations set out in Clause 6 hereof at DIGITAL I.D.'s then prevailing rates. In these circumstances Customer will on request provide a purchase order number to enable DIGITAL I.D. to invoice the Customer. If the Customer does not provide such purchase order number such will not release the Customer from its obligation to pay these charges.

5. Duration

5.1 This Agreement shall have effect from the Commencement Date and shall remain in force thereafter unless or until terminated by either party giving to the other not less than 3 months' written notice of termination expiring on any anniversary date thereafter but shall be subject to earlier termination as provided elsewhere in this Agreement.

5.2 In the event of the Customer terminating this Agreement without the correct notice as specified above, the Customer will pay to DIGITAL I.D. a sum equal to one quarter of the annual charge after setting the annual charge.

6. Customer's Obligations

6.1 During the continuance of this Agreement the Customer shall:

(a) Ensure that the manufacturer's recommended environmental conditions are maintained for the Equipment and the Hot Swap Replacement and shall maintain in good condition the accommodation of the Equipment and the Hot Swap Replacement the cables and fittings associated therewith and the electricity supply thereto.

(b) Not add to or make any modification to the Equipment or the Hot Swap Replacement without DIGITAL I.D.'s prior written consent provided nevertheless if the Customer does make any such modification or addition which may affect the performance, compatibility or reliability of any Equipment the Customer will pay DIGITAL I.D. such additional charges as are appropriate to remedy any defect in or caused by the modification or addition and to pay for a further charge in respect of such Additional Equipment or change in specification.

(c) Keep and operate the Equipment in a proper and prudent manner in accordance with the manufacturer's operating instructions and ensure that only competent trained employees (or persons under their supervision) are allowed to operate the Equipment.

(d) Ensure that the external surfaces of the Equipment are kept clean and in good condition and shall carry out any minor maintenance recommended by the manufacturer from time to time.

(e) Save as aforesaid, not attempt to adjust, repair or maintain the Equipment and shall not request, permit or authorise anyone other than DIGITAL I.D. to carry out any adjustments, repairs or maintenance of the Equipment.

(f) Use on the Equipment only such operating supplies as recommended by the manufacturer.

(g) Not cause the need for services as a result of making any movement of the Equipment or removing the Equipment from the Location.

(h) Not use in conjunction with the Equipment any accessory, attachment or additional equipment other than that which has been supplied by or approved by the manufacturer.

(i) Notify DIGITAL I.D. within 2 working days of the completion of any additional service on any Equipment if there are any defects in the maintenance carried out. Failure by the Customer so to notify DIGITAL I.D. within the 2 working days shall free DIGITAL I.D. from all obligations to investigate or correct such failure or incorrect working.

(j) In the event that DIGITAL I.D. is requested to supply any Maintenance Services in respect of any Additional Equipment, advise DIGITAL I.D. forthwith of the date of the installation of such item of Additional Equipment at the Location subject to the provisions of Clause 3.1 hereof.

(k) Digital I.D. reserves the right to charge the Customer for any damage, loss or theft of the Hot Swap Equipment or any part thereof, including but not limited to any improper use, lack of care or of a malicious nature

6.2 The obligations contained in Clause 6 are also applicable to Hot Swap Equipment.

7. Spare Parts

7.1 DIGITAL I.D. shall not be liable for any delay in performing its obligations hereunder if any recommended spare parts are not available (otherwise than due to the fault of DIGITAL I.D.) and shall be entitled to charge the Customer for all additional expenses and costs incurred by DIGITAL I.D. as a result of such delay

7.2 DIGITAL I.D. shall supply any spare parts, which are not included in the Maintenance Charge, at its list prices from time to time in force.

7.3 All defective parts permanently removed by DIGITAL I.D. will become the property of DIGITAL I.D. and the replacement will become the property of the Customer (except for any equipment provided on rental or loan)

8. Termination

8.1 Notwithstanding anything else contained herein, this Agreement may be terminated:

(a) By DIGITAL I.D. forthwith on giving notice in writing to the Customer if the Customer shall fail to pay any sum due under the terms of this Agreement and such sum remains unpaid for 14 days after written notice from DIGITAL I.D. that such sum has not been paid (such notice to contain a warning of DIGITAL I.D.'s intention to terminate); or

(b) By either party forthwith on giving notice in writing to the other if the other commits any material breach of any term of this Agreement (other than any failure by the Customer to make any payment hereunder in which event the provisions of Paragraph (a) above shall apply) and (in the case of a breach capable of being remedied) shall have failed, within 30 days after the receipt of a request in writing from the other party so to do, to remedy the breach (such request to contain a warning of such party's intention to terminate) provided that the Customer shall only be entitled to serve notice under this paragraph if it is not itself in breach of any of its warranties, undertakings and obligations hereunder; or

(c) By either party forthwith on giving notice in writing to the other if the other party shall have a receiver or administrative receiver appointed of it or over any part of its undertaking or assets or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other party shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business.

8.2 In the event that the Customer terminates the Agreement without giving notice pursuant to Clause 8 hereof, the Customer will pay DIGITAL I.D. a sum equal to the sum that would have become payable under the Agreement for the balance of the period of the Agreement had the Customer complied with that clause.

8.3 DIGITAL I.D. may terminate the provision of Maintenance Services on any Equipment which in DIGITAL I.D.'s opinion is obsolete or incapable of economical repair.

8.4 Any termination of this Agreement howsoever occasioned shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

9. Confidentiality

Each party shall treat as confidential all information obtained from the other pursuant to this Agreement and shall not divulge such information to any person (except to such party's own employees and then only to those employees who need to know the same) without the other party's prior written consent provided that this Clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to this Agreement, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause) or which is trivial or obvious. The foregoing obligations as to confidentiality shall survive any termination of this Agreement.

10. Force Majeure

Neither party shall be liable for any delay in performing any of its obligations hereunder if such delay is caused by circumstances beyond the reasonable control of the party so delaying and such party shall be entitled to a reasonable extension of time for the performance of such obligations.

11. Customer's Warranty

11.1 The Customer hereby warrants to DIGITAL I.D. that the Customer has not been induced to enter into this Agreement by any prior representations or warranties, whether oral or in writing, except as specifically contained in this Agreement and the Customer hereby irrevocably and unconditionally waives any right it may have to claim damages for any misrepresentation not contained in this Agreement or for breach of any warranty not contained herein (unless such misrepresentation or warranty was made fraudulently) and/or to rescind this Agreement. The Customer further warrants that if at the Commencement Date any Equipment is not in good repair and condition then the Customer will pay for such services as are required to put such of the Equipment into good repair and condition at the rates set out in Clause 3.2 hereof.

11.2 The Customer warrants and undertakes to DIGITAL I.D. that it or the end user is the owner of the equipment (or where the equipment is leased or hire purchased, that the user has consented to this Agreement) and that the Customer has full power and authority to enter into this agreement and that the end user permits and consents to DIGITAL I.D. performing the Maintenance Services and any Additional Services.

11.3 The Customer undertakes to indemnify and hold harmless DIGITAL I.D. against any loss or damage that DIGITAL I.D. may suffer as a result of a breach by the Customer or the end user of clause 11.2 or 6.

12. Liability

12.1 DIGITAL I.D. shall not be liable for any loss or damage sustained or incurred by the Customer or any third party (including without limitation any loss of use of the Equipment or loss of or spoiling of the Customer's programs or data) resulting from any breakdown of or fault in the Equipment unless such breakdown or fault is caused by the negligence or willful misconduct of DIGITAL I.D., its employees, agents or sub-contractors or and then only to the extent not excluded by this Agreement.

12.2 DIGITAL I.D. carry public and product liability to a limited of £1,000,000 on any one incident to indemnify the Customer in respect of any loss or damage to any property or injury to or death of any person caused by any negligent act or omission or willful misconduct of DIGITAL I.D., its employees, agents or sub-contractors.

12.4 Notwithstanding anything else contained in this Agreement, DIGITAL I.D. shall not be liable to the Customer for loss of profits or contracts or other indirect or consequential loss whether arising from negligence, breach of contract or howsoever.

12.5 DIGITAL I.D. shall not be liable to the Customer for any loss arising out of any failure by the Customer to keep full and up-to-date security copies of the computer programs and data it uses in accordance with best computing practice.

13. Waiver of Remedies

No forbearance, delay or indulgence by either party in enforcing the provision of this Agreement shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

14. Entire Agreement

This Agreement supersedes all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the subject matter thereof. No addition to or modification of any provision of this Agreement shall be binding upon the parties unless made by a written instrument signed by a duly authorized representative of each of the parties.

15. Assignment

The Customer shall not assign or otherwise transfer this Agreement or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of DIGITAL I.D..

16. Sub-Contracts

DIGITAL I.D. may enter into any sub-contract with any person for the performance of any part of this Agreement. DIGITAL I.D. shall not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of any part of this Agreement.

17. Notices

All notices apart from those referred to in Clause 2 which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in this Agreement or such other address in England as the recipient may designate by notice given in accordance with the provisions of this Clause. Any such notice may be delivered personally or by first class pre-paid letter or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours after posting and if by facsimile transmission when dispatched.

18. Interpretation

In this Agreement:

- (a) reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or reenacted;
- (b) words importing the singular include the plural, words importing any gender include every gender and words importing persons include bodies corporate and unincorporated; and (in each case) vice versa;
- (c) any reference to a party to this Agreement includes a reference to his successors in title and permitted assigns;

19. Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

20. Disputes

Any dispute which may arise between the parties concerning this Agreement shall be referred to the arbitration of a single Arbitrator who shall be appointed at the request of either party by the President for the time being of the British Computer Society whose decision will be binding on the parties. The arbitration shall be in accordance with the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force.

21. Severability

Notwithstanding that the whole or any part of any provision of this Agreement may prove to be illegal or unenforceable the other provisions of this Agreement and the remainder of the provision in question shall remain in full force and effect.