

Effect Systems

Terms and Conditions of Business

These are the Terms and Conditions of Business of Effect Systems Limited ("Effect Systems"), trading as PSUREPAIR. They govern the supply of technical services and repair and support for electronic equipment including but not exclusively power supply units. They apply to the exclusion of all others, including any terms and conditions which a Customer purports to apply. The Customer must provide a valid purchase order, signed by an authorised signatory, prior to Effect Systems commencing any work on the Customer's behalf.

1. Equipment to be Repaired. The Customer may send faulty equipment to Effect Systems for repair. Effect Systems will repair and return the equipment to the Customer normally within four weeks of receiving the faulty equipment and the Customer's valid purchase order.

Should the Customer not accept delivery of the repaired equipment within 90 days of being advised by Effect Systems that it has been repaired, the Customer hereby irrevocably agrees that Effect Systems may dispose of the repaired equipment in any manner whatsoever without further communication with or recourse to the Customer.

2. Warranty. If the Customer notifies Effect Systems within a period of 90 days of the shipment of parts supplied on an exchange basis or of repaired equipment, that there appears to be a defect in the equipment as a result of faulty materials or defective workmanship, Effect Systems undertakes to repair or replace the faulty equipment provided that the Customer has first returned the defective equipment to Effect Systems. The repair or item replaced shall be covered by this warranty for a period of six weeks from the date of shipment to the Customer, or for the remainder of the original warranty, whichever is the longer.

3. Extended Warranty. The Customer may purchase an Extended Warranty on some items after repair or exchange. Effect Systems will provide the Customer upon request with a quotation based on current rates.

4. Shipment, Insurance and Duty. All equipment to be exchanged and Equipment to be Repaired must be shipped to Effect Systems on an insured and pre-paid basis. All Customer-owned equipment must be fully insured against all risks by the Customer while their equipment is in the possession of Effect Systems who accept no liability for its loss or damage.

Equipment sent by Effect Systems to Customers will be shipped on a pre-paid basis but not covered by goods in transit insurance. The Customer needs to ensure that anything worth insuring is insured by their insurance at all times upon leaving their possession.

5. Risk and Title. Risk in exchanged or repaired equipment passes to the Customer upon delivery of the equipment. Ownership of the equipment shall not pass to the Customer until Effect Systems has received full payment for the equipment and has also received any faulty equipment in exchange, if applicable.

6. Limitation of Liability. The Customer agrees that Effect Systems shall have no liability in any event in contract or tort or otherwise for any indirect or consequential losses whatsoever incurred by the Customer and howsoever caused, with the exception of any liability which Effect Systems may have for death or personal injury caused by its negligence.

7. Force Majeure. If there is any partial or total failure of performance by Effect Systems of its duties under the Contract as a consequence of Force Majeure, Effect Systems shall not be in breach of any of the terms of the Contract and shall not be liable to the Customer for any loss of any kind, and the Contract shall be extended by the same amount of time as Force Majeure prevailed.

8. Third Party Beneficiaries. A third party who is not a party to the Contract has no right under the Contract (Rights of Third Parties) Act 1999.

9. Law and Jurisdiction. The Contract shall be governed by and construed in accordance with the laws of England and the English Courts shall have exclusive jurisdiction to settle any claim or matter arising in relation to it.

**Effect Systems Limited t/a PSUREPAIR /PSURESTORE
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