

MYLFP SERVICE LEVEL AGREEMENT



MYLFP SERVICE LEVEL AGREEMENT WITH TERMS & CONDITIONS

MyLFP - Service Contract - Service Level Agreement

All MyLFP Service Contracts are subject to MyLFP (support trading name of Velmex Computer Systems Ltd t/a Velmex Distribution) Service terms & conditions.

All MyLFP Service Contracts include access to the MyLFP Support Desk (telephone / remote connection support on hardware issues and limited software help).

All MyLFP Service Contracts are only valid for customers using original manufacturers inks & print heads.

Any customers using third party inks, ink re-fills, re-manufactured inks or print heads will have their contract terminated without any compensation.

All MyLFP Service Contracts have a guaranteed response within 12 working hours.

All support calls are logged & details summarised against customer name to aid future response.

All MyLFP Service Contracts cover UK Mainland & Northern Ireland ONLY (excluding KW & HS postcodes and some parts of IV, PH and AB)

Items supported do not extend to 3rd Party software, any changes made by the user that cause issues to the system.

MyLFP - Support Packs - Service Level Agreement

All MyLFP Support Packs are subject to MyLFP (support trading name of Velmex Computer Systems Ltd t/a Velmex Distribution) Service terms & conditions.

All MyLFP Support Packs are for on-site servicing of the equipment under contract.

All MyLFP Support Packs include access to the MyLFP Support Desk (telephone / remote connection support on hardware issues and limited software help).

All MyLFP Support Packs have a target of Next Business Day On-site response time for calls logged before 3pm. (call screening and parts dependant).

All MyLFP Support Packs are only valid for customers using original manufacturers inks & print heads.

Any customers using third party inks, ink re-fills, re-manufactured inks or print heads will have their contract terminated without any compensation.

User faults are reported to MyLFP Support Desk or logged at MyLFP.com, fault is logged & sent to call screening.

Any reported faults that are not listed by error code or do not require an on-site response will be call screened by a qualified engineer.

MyLFP Support Desk will advise if an on-site visit is booked (if required).

Call progress can be monitored by using the service portal accessible at MyLFP.com.

Call progress portal will confirm call status, estimated engineer time, spare parts status.

Maintenance Visits only - during the contract period (normally half way through contract period) we will arrange for an engineer visit to asses, clean & test the equipment (health check).

All MyLFP Support Packs cover UK Mainland & Northern Ireland ONLY (excluding KW & HS postcodes and some parts of IV, PH and AB).

All service calls are logged & details summarised against customer name and serial number to aid future response.

Items supported are listed on the MyLFP Service Contract Price List.

MyLFP - Support Packs & Service Contracts - Terms & Conditions

MyLFP Descriptions

Operating hours are Monday to Friday 9am to 5pm and excludes weekends and UK Bank Holidays. MyLFP's engineer will attend site subject to call being confirmed as a hardware fault by MyLFP's Support Desk and parts availability. Includes all parts and labour required to maintain user's printer to manufacturer's specification - see terms & conditions listed below. Contract excludes the supply and fitting of consumables or any service relating thereto which are outside the SLA / Service Contract / Support Pack - see terms & conditions listed below.

Does not cover user error or damage caused by such actions or not in accordance with the user/service manuals - see terms & conditions listed below.

MyLFP Standard Exclusions.

Unless otherwise specified, MyLFP standard Service Contracts & Support Packs exclude:

All consumables, print media and service relating thereto. Manufacturer defined **maintenance kits** and the installation thereof. Any **options** not supplied as standard with the subject equipment unless otherwise agreed. **Inkjet** printer print heads, platens and **installation** thereof. Any service and parts incurred as a result of operator **misuse, abuse** and use of the machine **outside the manufacturers specification**. The **use of third party / compatible inks**, re-filled inks, re-manufactured inks, **third party print heads, re-manufactured print heads**. The use of third party / compatible inks, re-filled inks, re-manufactured inks, third party print heads, re-manufactured print heads will be deemed as a **breach of contract** by the user & MyLFP reserve the right to **cancel the agreement with immediate effect** without any compensation or notification to the user.

Any pre-inspections that find the machine unsuitable for contract will become service calls, if the customer chooses not to proceed with any quote only the service call charge applicable to the machine type will be charged.

MYLFP SERVICE LEVEL AGREEMENT



MYLFP SERVICE LEVEL AGREEMENT WITH TERMS & CONDITIONS CNTD.

MyLFP - Support Packs & Service Contracts - Terms & Conditions

- 1 This Agreement is made between the Customer as registered on MyLFP.com, hereinafter referred to as The User, and MyLFP (support trading name for Velmex Computer Systems Ltd, t/a Velmex Distribution.) hereinafter referred to as MyLFP.
- 2 This Agreement applies to the equipment specified registered on MyLFP.com, hereinafter referred to as the Equipment, and supersedes any previous agreement.
- 3 This Agreement shall run for the agreed period as specified on the relating invoice / MyLFP.com.
- 4 Subject to the conditions contained in this Agreement, MyLFP Undertakes to:
 - (a) Provide such maintenance calls during the Cover Hours as may be necessary to keep the Equipment functioning in accordance with its published specification. Response time is as specified for each item in MyLFP Descriptions.
 - (b) Provide free of charge all the necessary replacement parts to keep the Equipment functioning in accordance with its published specification, subject to specific exclusions as detailed in paragraph 18.
- 5 The hours during which maintenance calls can be made are as specified in Cover Hours in MyLFP Descriptions, excluding Public Holidays.
- 6 MyLFP shall at their, absolute discretion repair the equipment either at a location specified by them or at their own premises.
- 7 The User undertakes to pay the Annual Charge relating to the Equipment registered on MyLFP.com plus VAT in advance or within an already agreed term and agrees that MyLFP is entitled to terminate this Agreement if payment is not made within thirty days of the due date.
- 8 The User undertakes to operate the Equipment in accordance with the instructions contained in the Operators Manual for that equipment and agrees that the cost of repair of malicious damage or damage resulting from misuse of the Equipment is not covered by this Agreement.
Any calls raised which are suspected of being the result of this will be deemed outside the Terms of the contract and may result in charges being applied.
- 9 The User undertakes to promptly inform MyLFP of any malfunction of the Equipment.
- 10 The User agrees that this Agreement is only valid whilst the Equipment remains at the location registered on MyLFP.com.
- 11 The User undertakes to make the Equipment available for service on receiving reasonable notice of a service call and to provide reasonable facilities for the Service Engineer. If access is denied MyLFP reserves the right to charge for any costs associated with the failed visit.
- 12 MyLFP undertakes to give three months notice of any variation in the renewal charge for this Agreement. The User may, within twenty-one days of receiving such notification, give notice in writing of the termination of this Agreement on the date that the revised charge comes into effect.
- 13 MyLFP Reserve the right to terminate this agreement immediately should it be found that the Equipment on site differs from that registered on MyLFP.com or is found to be unserviceable at the time this Agreement was entered into.
- 14 The liability of MyLFP Is restricted to those undertakings entered into under this Agreement only and MyLFP Shall not be liable for any loss or damage arising directly or consequentially as a result of the malfunction or complete stoppage of the Equipment, but shall use its best endeavours to maintain the Equipment in good working order and rectify any malfunction as promptly as possible.
- 15 This Agreement does not cover repairs to the Equipment to rectify damage caused by fire, flood, theft or any other cause which is covered by the User's insurance, or, in the event of the User not having the relevant insurance, would be covered by the insurance which a reasonably prudent person could be expected to have.
- 16 Unless otherwise agreed in writing this Agreement shall in all respects be construed and operate as an English contract and in conformity with English law.
- 17 If at any time any question, dispute or difference whatsoever shall arise between The User and MyLFP, upon, in relation to, or in connection with this Agreement, either may give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the arbitration of a person to be mutually agreed between the two parties.
- 18 MyLFP reserve the right to recoup costs associated with diagnosis of faults if the customer refuses to accept the associated costs.
- 19 MyLFP also reserves the right to cancel the contract if a third party maintainer has been employed to repair items under contract or invoice for subsequent damage or modifications.
- 20 FORCE MAJEURE – MyLFP shall not be liable for any failure to supply or any delay in supplying the maintenance service or the repair service hereunder if such failure or delay arises from any reason beyond the control of MyLFP such as (but not by way of limitation) shortage of spare parts, fuel or energy, internal or external labour disputes, riot, storm, flood or fire.
- 21 In no event shall MyLFP be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Customer incurring such a loss.
- 22 Standard Exclusions from this Agreement are:
 - (a) All consumables which include items such as feed rollers, transfer rollers/belts fusers, print heads, print media, and service related thereto & Band Printer print bands.
 - (b) Thermal printer print heads & platen rollers
 - (c) Laser printer consumables and service items as defined by the manufacturer as parts replaced at service intervals unless the manufacturer states otherwise.
 - (e) Obsolete products no longer supported by the manufacturer are covered on Best Endeavourers Service only. In the event this printer cannot be repaired no refund shall apply.
 - (f) The maintenance service does not include operating supplies or accessories or devices not identified on the Schedule of Equipment. Unless specifically included, this contract does not include software maintenance. The contract does not cover the cost of any alteration, repair, replacement caused by the failure of electrical equipment, computer hardware, software and associated equipment to process the change from year 1999 to 2000 and beyond. Consequently MyLFP reserves the right to make appropriate charges where faults are found to be caused either by software malfunctions or by the effects of non-contract hardware items.
- (g) **IMPORTANT - This agreement does not cover any parts that are at the end of the manufacturers 'life cycle' and reported as such. For clarification, any parts with limited, pre-defined life cycles that reach the end of the cycle as set by the manufacturer will not be covered by any Service Contract/Support Pack. These parts include but are not limited to - Purge Units, wipers, motor etc. Any parts that fail within their limited/pre defined life cycle as set by the manufacturer will be covered and replaced.**

MYLFP DELIVERY/INSTALLATION SERVICE TERMS & CONDITIONS



MYLFP INSTALLATION TERMS & CONDITIONS

MyLFP Installation Terms & Conditions

Prices for delivery & installation are available on specific equipment price lists.

Standard (Courier) Delivery.

Velmex will ship the hardware via a suitable courier.

The hardware will be delivered (normally on a pallet) to the customers ground floor building ONLY.

The courier will NOT unpack the goods or help lift them. If the items are refused then a re-delivery charge will apply.

The customer MUST check the goods before they sign for them. Any damages reported after delivery can not be rectified if the customer signs for the goods as received in good condition.

We recommend that the customer signs for the goods as 'Unchecked' incase any transit damage is found after delivery.

Any missing or damaged items MUST be reported to Velmex in writing within 3 days of receipt of the goods.

MyLFP Hand delivery, placement & installation.

MyLFP will hand deliver the hardware & place within the users office via a 2,3 or 4 man crew - ground floor, easy access only.

MyLFP will then install the hardware either to 1 x PC or a network connection (please see terms) & give user training with various test prints being produced.

MyLFP will install specific software drivers & utilities as required & give a basic overview to the user.

MyLFP will remove any packaging from customer site.

MyLFP will remove any existing inkjet printer at the customers request providing -

- a) The device being removed requires the same handling requirements as the device being delivered & installed.
i.e. two man crew required to install new printer, printer to be removed can be removed by either one or two persons maximum.
- b) The device being removed has been decommissioned ready for removal.
- c) The device being removed does not require any special handling requirements or tools.
- d) The device being removed does not contain any hazards materials / chemicals.
- e) MyLFP or it's contractors will not accept any liability for any damages or costs associated with the removal of the existing equipment.
- f) Once removed MyLFP can dispose of the equipment as it sees fit and no costs associated with its disposal will be passed to the customer providing they have met clauses b, c, d. Any costs incurred by MyLFP as a result of the customer not meeting these clauses will be passed to the customer.
- g) For specialist removal / disposal of equipment - POA.
- h) It is the customers responsibility to ensure that all data is removed from the printer being removed.

Customer Responsibilities.

Customer to ensure that arrangements have been made for the delivery of the hardware.

Customer to ensure suitable access to the premises, to ensure enough space for unloading, access into the building, access into specific rooms within the building.

Customer to ensure suitable space is available for the location of the hardware & suitable power points within reasonable distance are available.

Customer to ensure suitable network / interface cables are available & suitable network / interface access points are available i.e. free space on hub

Customer to ensure suitable computer (s) is available & configured correctly.

Customer to ensure access to suitable computer(s) is available and all passwords and access rights are available.

Customer to ensure staff are available to answer any specific network / computer questions that may be specific to customers current IT setup.

Customer to ensure suitable media is available for testing / printing.

Customer to ensure ALL data is backed up BEFORE installation.

All MyLFP Hand delivery and installation services are subject to MyLFP (support trading name of Velmex Computer Systems Ltd t/a Velmex Distribution) terms & conditions.