APPLIED CUTTING SYSTEMS LTD'S (ACS) Registered in England. Company No. 4534529
4a Pickhill Business Centre, Smallhythe Road, Tenterden, Kent TN30 7LZ
TERMS AND CONDITIONS – WARRANTY, SUPPORT AND MAINTENANCE CONTRACT

1. (a) The Contract shall commence on the date specified.
(b) The Contract shall continue for the period of warranty certain (if any) as specified.
(c) Customer may continue the Contract at the end of the period of warranty for the minimum period and at the charges specified over by giving ACS seven days written notice prior to the end of the period of warranty.
(d) Upon completion of the minimum period and thereafter either party may terminate this agreement on giving the other 90 days written notice to take effect on any rent date.

2. (a) There shall be a free period of warranty as specified (if any).
(b) Upon completion of the period of warranty Customer shall pay to ACS the maintenance charges plus VAT in advance for the payment period as specified i.e. the first payment shall be payable upon the day following completion of the period of warranty shown above and each subsequent payment shall be payable on the corresponding day of each succeeding period (referred to as a "rent date"). All other payments under this Contract shall be due and payable upon presentation of invoice.

3. ACS will not increase the maintenance charges within the "minimum period". Thereafter ACS may by giving at least 90 days written notice increase such maintenance charges to take effect on any rent date.

4. (a) The warranty and charges entitle Customer to telephone support and maintenance as specified during the period 9.00am to 5.00pm daily Mondays to Fridays excluding Public Holidays.
(b) ACS will make all reasonable efforts to respond to requests for telephone support and maintenance as quickly as possible and normally within the time as specified.

5. (a) Preventive maintenance may be scheduled and/or performed concurrently with remedial maintenance.
(b) Unless otherwise specified ACS will provide, at no additional cost, to the Customer, labour and all parts which in the opinion of ACS personnel are necessary for maintaining the System in good operating condition. New parts or rebuilt parts of equal quality may be used in providing maintenance.
(c) When, in the opinion of ACS, the System or part thereof has reached the end of its period of economical repair, ACS shall so notify Customer, which notice shall be deemed to terminate forthwith this Contract with respect to such System or part. Under such circumstances, however, at the written request of Customer, ACS will continue to repair and maintain the System or part subject to additional charges to be agreed between Customer and ACS before such repairs and maintenance are undertaken.

6. Customer shall be responsible for and shall pay the resulting costs and expenses for any maintenance and/or repair work due to causes not attributable to normal wear and tear (save and to the extent that any ACS supplied System is proved to the satisfaction of ACS to be defective).

7. (a) Maintenance service by ACS is conditional upon use of the System within the environmental capabilities established for the System and in accordance with the procedures described in the relevant instruction manuals.
(b) ACS shall be under no obligation to furnish maintenance if attempts to repair or service the System are made by personnel who are not ACS personnel without the prior approval of ACS.

8. (a) Customer shall whenever possible give ACS at least 30 days written notice of intent to move the System.
(b) If the System is moved to a location different from that specified above the maintenance charges may be subject to such reasonable amendment as ACS shall determine.
(c) Charges for re-installing the System when requested by Customer and agreed by ACS shall be billed to Customer separately.
(d)If upon relocation and inspection ACS personnel determine that the System is not in good operating condition as a result of causes beyond the control of ACS, Customer shall be charged separately for all labour and materials required to place the System in good operating condition.

9. (a) ACS shall have the absolute right to determine the assignment of personnel in the performance of this Contract.
(b) The Customer shall not assign this Contract or any rights hereunder without the prior written consent of ACS.

10. (a) Customer specifically agrees that ACS will not be liable whether in contract or otherwise:
(i) for any loss (including consequential loss), damage or claim or any kind whatsoever, or,
(ii) for any liability, claim or proceedings against Customer by any other party of any kind whatsoever.

11. If Customer shall be in breach of or fail to fulfill any provisions of this or any other Contract with ACS or suffer distress or execution or commit an act of bankruptcy, make an arrangement with creditors or go into liquidation (except for amalgamation or reconstruction) or have a receiver appointed, ACS may (without prejudice to any other claim or remedy) forthwith suspend performance of, or terminate, this Contract or any such other contract by oral or written notice and shall be entitled to payment for goods already delivered and work in progress under the contract in question. All parts supplied under this contract remain the property of ACS Ltd whilst any payments due remain outstanding.

12. Customer shall arrange for a member of its staff or some other person duly appointed by Customer to accompany ACS personnel while entering or leaving Customer's premises for the purpose of this Contract. Customer shall take all responsible precautions to ensure the health and safety of such personnel while on Customer's premises. Customer shall ensure the accompanying member of its staff or other duly appointed person is a person who would be able to render assistance to such personnel in the event of an accident caused by high voltage or by other means.

13. This Contract shall be governed by English Law.