



Product Support Pack – Terms and Conditions

1 PARTIES:

Egton Medical Information Systems Limited incorporated in England & Wales, No 2117205 and having its registered office at Fulford Grange, Micklegate Lane, Rawdon, Leeds, LS19 6BA ("EMIS" which expression shall include its agents, successors and assigns)

and

The "Customer" described in the Invoice

2 Meanings:

"Invoice"	The invoice pertaining to this Support Pack and the product purchased.
"PC"	means the Personal Computer or laptop as specified in the Invoice and supplied by Egton, comprising the Hardware, Operating System and Standard Applications.
"Printer"	means the computer printer as specified in the Invoice supplied by Egton.
"Scanner"	means the document scanner as specified in the Invoice support by Egton.
"PDA"	means the handheld device as specified in the Invoice and supplied by Egton, comprising the Hardware, Operating System and Standard Applications.
"Flatscreen"	means the Flat Screen Display Monitor specified in the Invoice.
"Device"	means Flat Screen, PDA, Scanner, Printer, or PC.
"Hardware"	means the system unit and their internal components and supplied peripherals such as monitors, keyboards, mouse and speakers.
"Operating System"	means the Operating System software pre-installed on the PC or PDA at delivery and any approved upgrades.
"Standard Applications"	means other PC/PDA applications software pre-installed on the PC as supplied by or approved by Egton.
"Network Connection"	means the PC or printer set-up and configuration enabling the PC or printer to see and be seen by the local workgroup or domain computers.
"Egton"	A trading division of EMIS.
"EMIS Connection"	means the PC set-up and configuration enabling the unit to be recognised by and functional on the EMIS system and/or associated applications.

3 Services

Egton will provide on-site service, remote telephone support and fault diagnosis, unit exchange or return to workshop repair facilities, as it considers appropriate.

In the event of a failure a full repair will constitute:

- 3.1 Replacement of any defective hardware using replacement parts that are new or of equivalent to new performance. Replaced parts will become the property of Egton.
- 3.2 Reloading of the Operating System.
- 3.3 Reloading of the Standard Applications.

In addition for PCs, Scanners and Printers, in the event of a failure a full repair will also include:

- 3.4 The PC, Scanner or Printer to be set-up and configured for the Network Connection and any Standard Applications.

4 Response

Requests for service or assistance must be placed with the Egton Support Call Centre where an Electronic Customer Record (ECR) will be raised. This should be noted by customers. By purchasing this agreement, customers agree to run self-test procedures or correct problems with remote telephone support, if required. The response time for assistance will be targeted as the next working day.

5 Duration

The Egton support pack is valid for 36 months from the date of purchase. The Support Pack is not transferable from one piece of equipment to another and is valid only for that item of equipment.

6 Exceptions

Purchase of a Support Pack does not guarantee uninterrupted performance of the Device. Exchanges may not be possible for units with permanent security marking.

6.1 Service does not include:

- 6.1.1 Repair or replacement of exchangeable media or consumable supplies.
- 6.1.2 Maintenance of any attachments not included in the hardware.
- 6.1.3 Specification enhancement of the PC

6.2 The support pack does not include service necessitated by:

- 6.2.1 Damage caused by accident, transportation, neglect, misuse; or
- 6.2.2 Act of God, fire, flood, war, act of violence, vandalism; or
- 6.2.3 Any attempt by any person other than an Egton employee to adjust, repair or maintain the Device.
- 6.2.4 Any fault in any attachments or associated equipment (whether or not supplied by Egton) that does not form part of the Device.

7 Data Restoration

The Customer is responsible for the security of all data on the PC or PDA and for taking backup copies of the data, and it is the customer's own responsibility to restore or reconstruct all data required on the PC or PDA.

8 Liability

- 8.1 Egton's liability will be limited to the provision of the services described above and the replacement of defective parts for the duration of the agreement. Egton shall not be liable for loss of profits or other direct, indirect or consequential loss whether arising from negligence, breach of contract or howsoever and shall not exceed the published price of the support pack.
- 8.2 Egton shall be liable to the Customer for any loss of or damage to property to a maximum of £500,000 for any event or series of connected events, or for injury to or death of any person for which Egton is liable at law, caused by any negligent act or omission or wilful misconduct of Egton or its agents.

9 Agreement

These terms and conditions shall constitute the entire agreement relating to the provision of services described therein and this agreement shall be governed in accordance with the laws of England.