



Hardware Maintenance Agreement			
Customer		Contract No	
Primary Address		Contract Type	
		Start Date	
		Renewal Date	
		Quote Ref	

This maintenance agreement provides the terms and conditions of a hardware service agreement between the Customer and Nexus Open Systems Ltd.

1 Payment

Payment is required on or before the commencement of the agreement. All support provided before receipt of payment will be at our current rates and support times. Payment for hardware maintenance renewal is required before the renewal date for continued support, which will be subject to a new agreement and quotation.

2 Hardware Service Provided

Subject to the provisions of this agreement and in consideration of the Customer paying the charges as stated in the quotation Nexus Open Systems will between the hours of 0900 and 1730 Monday to Friday (statutory holidays excluded):

- a Provide on-site service of the equipment designated in the schedule at the location specified therein and such service will be inclusive of all travelling expenses, labour and parts associated with fair wear and tear of the equipment.
- b Use its best endeavours to respond within the time specified in the attached schedule.
- c Provide replacement equipment (subject to availability) in the event of a protracted breakdown.
- d Any services provided by Nexus Open Systems to the Customer, which are not included in the terms of this contract, will be charged separately including "Additional Goods".
- e "Additional Goods" shall include without limitation the cost of replacement parts if the replacement parts required for the item of equipment being repaired cost more than 65% of the Recommended Retail Price of the relevant item at the date the item was purchased by the Customer. Such an item will then be deemed beyond economical repair (B.E.R.).

3 Exclusions to hardware support

- a Items denoted as consumable items by the manufacturer which includes, but is not limited to: diskettes, computer batteries, print heads, printer ribbons, ink cartridges, laser toner cartridges, drums, developer units, fuser units, transfer assembly, optical drive cartridges, tape streamer cartridges, CD ROM cartridges, UPS batteries and cathode ray tubes.
- b Portable screens which are out of manufacturer warranty.
- c Faults relating to non-standard operator error, including but not limited to: accidental damage, removable media faults, interruption of electricity supply (where the interruption could reasonably have been prevented by the Customer), or program error.
- d Where access to the equipment has been denied or not been possible.

4 Customer Responsibilities

The Customer will:

- a Ensure that environmental and supply conditions are suitable for the hardware and are maintained in accordance with the manufacturers recommendations and instructions.
- b Allow Nexus Open Systems access to the equipment during normal working hours for maintenance purposes, provide adequate working space and facilities at the Customers expense and will co-operate with Nexus Open Systems in the diagnosis of equipment malfunction.
- c Make freely available to Nexus Open Systems all documentation and software necessary for the efficient repair of the equipment.
- d Keep and operate the equipment in accordance with the manufacturers operating manual and will not adjust reset, alter or interfere with the equipment other than permitted in the manufacturers operating manual.
- e Not move the equipment nor make any addition, modification or adjustment to it without the prior written consent of Nexus Open Systems, for which consent will not be unreasonably withheld, nor allow other persons to adjust, repair or maintain it.

- f Use only software, stationary and other media that is of a type approved by the manufacturer of the equipment or used with the approval of Nexus Open Systems, for which approval shall not be unreasonably withheld.
- g Insure any loan equipment to its full value with a reputable insurance company.
- h Obtain and pay for all necessary licenses, consents and permissions for the installation and operation of the software used on the equipment. Notify Nexus Open Systems promptly of any defect appearing in the equipment or of any maintenance, which may be necessary.

5 Duration

- a This agreement will come into force upon signature of the agreement by the Customer and upon payment by the Customer of the maintenance cost as specified in the quotation for the enclosed Schedule of equipment. The agreement will terminate midnight prior to the renewal date.
- b Nexus Open Systems is able to provide the services specified in this agreement by the availability of spares and support from its suppliers. Should this availability or support cease, Nexus Open Systems reserve the right to amend or terminate the agreement, and upon such termination the Nexus Open Systems will reimburse the Customer a proportionate part of the maintenance cost specified in the quotation.

6 Termination

If the Customer shall fail to make punctual payments or if either party shall be in breach of its responsibilities here under Nexus Open Systems or the Customer may forthwith by written notice terminate the agreement without prejudice to any pre-existing rights giving 3 months written notice. However the agreement can automatically terminate without notice if execution distress of seizure is levied on or due against any of the Customers property or if the Customer (being a company) shall pass resolution for winding up or have a petition for winding up presented against it, or if a receiver or manager is appointed over the Customers assets or undertaking or any part thereof, or if the Customer enters into any arrangement with the Customer creditors or commits an act of bankruptcy or (being an individual) dies.

7 Force Majeure

Nexus Open Systems shall not be liable to the Customer for any loss or damage which may be suffered by the Customer as direct or indirect result of Nexus Open Systems being delayed, prevented or hindered in the performance of its obligations under this agreement by reason of any circumstances beyond its reasonable control including (but not limited to) acts of God, war, riot, strike, lockout, trade dispute or labour disturbance (including any involving Nexus Open Systems work force), accident, breakdown of plant or machinery, fire, flood, difficulty or increased expense in obtaining materials or transport or by any other circumstances whatsoever outside the reasonable control of Nexus Open Systems.

8 Notices

Any notice given here under may be sent by post addressed to the party to be served at its registered office. A notice so sent by recorded/registered post shall be deemed to have been received by the party to which it is addressed.

9 Inspection

This agreement is issued subject to the equipment being found in a fault free and serviceable condition after preliminary inspection for which the Customer will allow access. Should the equipment not be fault free or serviceable any work required to make it so will be considered a chargeable service outside the terms of this agreement and will be supported by a formal report.

10 Waiver

Failure by Nexus Open Systems to exercise or enforce any of its rights here under shall not be deemed to a waiver of any such right nor to operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

11 Variation

The agreement shall not be varied unless such variation is evidenced in writing and signed by a duly authorised representative of the Customer and a Director of Nexus Open Systems Ltd.

12 Governing Law

This agreement is governed by English Law and the parties submit to the non-exclusive jurisdiction of the English Courts.

Schedule of equipment				
Item	Description	Location	Serial No	Response
Hardware Maintenance Agreement Authorisation				
Please complete, sign and return one copy to Nexus				
Customer		Contact 1		
RTS Type		Tel		
Qty ordered		Fax		
Quote Ref		E-mail		
Contract no		Contact 2		
Cust. PO Ref		Tel		
Comm. Date		Fax		
Renewal Date		E-mail		
Nexus Authorisation		Customer Authorisation		
Name	_____	Name	_____	
Position	_____	Position	_____	
Date	_____	Date	_____	
Signature	_____	Signature	_____	
Useful numbers and contact details				
Helpdesk Telephone Number 01392 667570 Head Office Telephone Number 01392 205095 Head Office Fax Number 01392 205096		Web : http://www.nexusos.co.uk Email : support@nexusos.co.uk		
Name		Name		
Work Phone	01392 205095 ext	Work Phone	01392 205095 ext	
Mobile Phone		Mobile Phone		
Email		Email		