

Midwich Intelligent Support (Mi Support) Mersive Solstice Extended Warranty Service

TERMS & CONDITIONS

Introduction

These Terms and Conditions govern the agreement for the supply by Midwich of specified services (the “Services”) if a Midwich supplied MERSIVE SOLSTICE product covered under this agreement fails to operate or operates outside of its specification. It covers equipment bearing the serial number registered with Midwich when the service was activated or equipment which Midwich has provided to replace it under the terms of this service. It is not a policy of insurance. Nor is it a warranty, guarantee or other promise that your Midwich product will not fail or that it meets any particular quality standard. It does not extend the rights you obtained in this respect at the time you bought the product. By this agreement, Midwich accepts no additional liability in respect of defects in the product beyond a liability to provide the services as described. This agreement does not affect any existing legal rights you have against the person who supplied your Midwich product or against Midwich. It is additional to them.

Services Covered

MERSIVE SOLSTICE products covered:

- MERSIVE-MS-1YEAR 1 year swap out hardware warranty (replaces manufacturer RTB warranty)
- MERSIVE-MS-2YEAR 2 years swap out hardware warranty (replaces manufacturer RTB warranty)
- MERSIVE-MS-3YEAR 3-year enhanced warranty & service with swap out hardware option in years 1 & 2 and return to base repair warranty in year 3 (replaces manufacturer RTB warranty)
- MERSIVE-MS-5YEAR 5-year enhanced warranty & service with swap out hardware option in years 1 & 2 and return to base repair warranty in years 3, 4 & 5 (replaces manufacturer RTB warranty)

Warranty Activation & Duration of Services

Activation instructions are provided when you purchase your extended warranty.

The service becomes active, and we will begin providing the services to you, only when the Service Option Pack is registered with Midwich. Before activating and accepting Midwich’s offer to provide services, you should read these Terms and Conditions so that you are clear about the services to be provided, the scope of Midwich’s liabilities to you, and your responsibilities.

We will not accept registration without a valid Authorization Number and serial number of your product. The Authorization Number is printed on the sheet “Activating This Pack” which is provided when a warranty support package is purchased. The serial number is located on the MERSIVE SOLSTICE POD hardware, it can be found on the loading screen when a unit is rebooted after installation.

The product must be in working condition. We will not provide services if the product was faulty at the time of registration.

Proof of purchase and activation of the Mi Support service is required to issue an advanced replacement product.

Warranty Period (years)	Duration of Service
1	The 1-year warranty provides covers for a period 365 days from the date the product was purchased new from Midwich.
2	The 2-year warranty provides cover for a period of 2 years from the date the product was purchased new from Midwich.
3	The 3-year warranty provides cover for a period of 3 years from the date the product was purchased new from Midwich.
5	The 5-year warranty provides cover for a period of 5 years from the date the product was purchased new from Midwich.

Territory

Extended warranty services are only available within UK Mainland. The product must be situated within mainland UK. Warranty services are not available in Northern Ireland, the Republic of Ireland, or any islands not having a direct road connection to them including the Isle of Wight.

What is provided

Product repairs under this service are obtained by contacting Midwich via the Mi Support helpdesk. The service is an extension to the standard warranty service provided with the product. The service to be provided will depend upon the product you have purchased. We will advise you which of the following services is to be provided:

Replacement	We will arrange for a replacement product to be dispatched to your specified address next working day and for the faulty product to be collected. Replacement products will be equivalent to the product being replaced.
Collect, Repair, Return	We will arrange to collect the faulty product from your specified address within 7 working days.
On-site	If you require onsite technical support we will arrange - for an additional fee - for an engineer to visit your specified address. Details and pricing are available upon request.

Please note: Next working day applies to dispatch time not arrival time, and begins from when a support call and support ticket is received before 12 noon.

Service level agreement (SLA) times quoted are target times only and not guaranteed. We accept no liability for any costs or expenses you might incur, or losses you might suffer if these target times are not met. We endeavor to resolve any technical support ticket in a timely and reasonable manor.

Repairs will ensure that your product or its replacement provides satisfactory performance consistent with its age and usage. Replacement products may be refurbished units. For some products it may be more expedient to replace parts of a faulty product such as power supply

or card rather than an entire unit. Our helpdesk will discuss options based on the specific case ticket raised. The unexpired term of the Extended Warranty service will be transferred to the replacement product.

What is not provided

This extended warranty does not cover:

- routine maintenance and cleaning or parts replacement due to wear and tear;
- replacing of accessories or consumables;
- programming, graphics and commissioning services;
- setting up the product on site or product support. A Mi support package is required for access to technical support on this product. Onsite services are available for an additional fee;
- calibration of other products which may be connected to or used with the product or with the replacement product;
- damage or defects caused by use, operation or treatment of the product inconsistent with normal use;
- damage or changes to the product arising from misuse, including but not limited to physical, cosmetic or surface damage, failure to install or use the products for its designated purpose or in accordance with the manufacturers / our instructions; failure to maintain the product properly and in accordance with the manufacturer's instructions; modification to the product;
- the use of options, parts or consumables which are not sourced from Midwich or its subsidiaries.
- misuse, including any use outside the product's specification, excessive or inappropriate use, or use in an adverse or abnormal environment
- virus infections or use of software/s not provided with the product or incorrectly installed software/s;
- repair or attempted repair by unauthorized and nonaccredited persons;
- neglect;
- mishap, fire, liquids, chemicals, other substances, flooding, vibrations, excessive heat, improper ventilation, power surges, excess or incorrect supply or input voltage, radiation, electrostatic discharges including lightning, other external forces and impacts.
- Damage to the glass panel on the front screen of the touch panels.
- Power overloads.

Please note: in the case of products with an RTB warranty, you are responsible for the carriage and insurance costs when sending the product for repair. We will cover carriage and insurance costs when the product has been repaired. Midwich accepts no responsibility for ensuring any particular performance when the product is used in combination with other equipment and software/s. Midwich will endeavor to establish by telephone, that the product and the fault reported are covered by your agreement. However, if the engineer / Midwich Service

Centre is asked to repair equipment other than the covered products (or one from which the serial number has been removed or tampered with), or if the fault is one excluded from cover or troubleshooting has not been attempted, Midwich will charge you for all costs incurred. If these costs are not paid in full within 28 days, cover will be terminated. If you wish the engineer / Service Centre to proceed with a repair which is not covered you must agree terms, raise a purchase order and authorize payment at that time.

Limitations of Liability

If the product or any other item owned by you is damaged as a direct result of Midwich providing the service in a negligent way, Midwich accepts liability for the damage caused to those items. If the product itself is damaged as a direct result of Midwich providing the service in a negligent way, Midwich will repair or replace the product; if other property is damaged as a direct result Midwich will pay up to a maximum of the value of £5,000 GBP. Midwich does not accept liability beyond this. In particular it does not accept any liability for breach of contract or otherwise for any consequential loss or damage, loss of use of the product or other items or loss of sales, profits or opportunity you may suffer. If you think a failure by Midwich to provide the service may cause you losses of this kind and it is important to you to protect against them, you should either take out appropriate insurance or contact Midwich to discuss individually negotiated terms at a premium price. The terms of the agreement between you and Midwich are fully set out in this document. There are no other terms, conditions or warranties which apply to the agreement or which are implied into it (except any terms implied by statute which cannot be excluded). The service to be provided is as described in this document and you should not rely on any representation made to you which suggests otherwise.

Notwithstanding the above, nothing in this agreement shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation or wilful default; and
- (c) any matter in respect of which it would be unlawful for Us to exclude or restrict liability.

Cancelling or Postponing an Appointment

You may cancel or postpone an appointment without incurring additional charges provided that you do so at least 8 working hours or more before the appointment. Otherwise an additional fee of thirty-percent (30%) of this service will be payable before another appointment can be made.

Cancellation of Services

You cannot cancel or get a refund for after sales services (such as maintenance, repair and training services) once we start performing the services. You will also be unable to cancel extended warranty and enhanced warranty services once you have started using the service.

The Extended Warranty will automatically be cancelled if you submit a claim you know to be false, fraudulent or a misrepresentation.

Transferring Your Extended Warranty

- (a) To other equipment

You cannot transfer your extended warranty to any other equipment except where We transfer the benefit of such to replacement products.

(b) To a third party

You cannot transfer the benefit of your extended warranty to a third party without our consent which shall be in our absolute discretion.

Additional Information

Your extended warranty is provided and administered by Midwich Limited, Vines Road, Diss, Norfolk IP22 4YT

Governing Law

These Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.

Call Recording

Calls may be recorded for training, quality improvement and security purposes in accordance with the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000.

Force Majeure

We shall not be under any liability for any failure to perform any of our obligations under the Agreement due to events over which we have no control ("Force Majeure") including but not limited to the following non-exhaustive list of events such as: Act of God, explosion, flood, tempest, fire or accident; war or threat of war, terrorist atrocities, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes; difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery; non-performance by suppliers or Service Providers undergoing an Insolvency Event; Unforeseeable shortages in the availability of personnel caused by epidemic or pandemic; Economic Recession.

Definitions

"Midwich"/, "We" / "we", Our/ "our" or "Us" / "us" means Midwich Limited, Vines Road, Diss, Norfolk, IP22 4YT. or a contractor appointed by us;

"Price" means the payment made by you to us in consideration for this extended warranty;

"Services" means the Extended Warranty services that Midwich shall provide under the Agreement;

"Working day" means the hours between 9.00am and 5.00pm, Monday to Friday, excluding any national bank or public holidays in the UK or the Republic of Ireland and any days falling between Christmas and New Year;

"Working hour" means any hour in the working day;

"You" / "you" means the person who has purchased the extended warranty;

"Your specified address" is the address given by you as the location of the product covered by the service.

The specification for Midwich supplied products is that defined by the manufacturer of the product.