

ELECTROTECH SOLUTIONS (UK) LIMITED: SERVICES

Electrotech offers a comprehensive electronics service including both in-house repairs and on-site electronics engineer support (as described below). We have a number of trained site engineers with the capability to diagnose and repair faults on site across a wide range of equipment. If you require a site visit please call our office number during normal working hours and our staff will discuss your requirements to obtain as much information as possible in order to make the repair process as efficient as possible.

We also offer supply of electronics spares, PLC programming and backup solutions, design and manufacture. The following terms and conditions apply to our electronics repair service to the industrial commercial and service sectors.

IN-HOUSE REPAIR SERVICES

Electrotech offers four levels of in-house repair services:-.

1. Emergency Service

- In an emergency, Electrotech may offer a service exchange item depending upon availability.
- Electrotech will use all reasonable endeavours to estimate the cost of the repair within 2 hour, or less, on receipt of the Goods.
- · Upon receipt of a Customer Order, all reasonable endeavours will be used to repair and return the Goods within 24 hours or less.
- Electrotech "No Fix No Fee" does not apply to Emergency Service Jobs. In the event that we are unable to repair a Job or the Job is unrepairable, Electrotech reserves the right to charge for time and any additional reasonable costs incurred in attempting the repair.
- Emergency Service is subject to a fixed charge per item and the hourly rates are based on a supplement charge 50% above our Standard Service price.

2. Priority Service

- Electrotech will use all reasonable endeavours to quote Priority Service Jobs on the day of receipt subject to the Goods being received no later than 12:00 hours, otherwise within 24 hours of receipt of the Goods.
- · Upon receipt of a Customer Order, all reasonable endeavours will be used to repair and return the Goods within 5 working days or less.
- Priority Service hourly rates are based on a supplement charge 25% above our Standard Service price.

3. Standard Service

- · Electrotech will use all reasonable endeavours to quote Standard Service Jobs within 48 hours of the receipt of the Goods.
- Upon receipt of a Customer Order, all reasonable endeavours will be used during normal working hours to repair and return the Goods within 10 working days or less.

4. Low Priority Service

- Electrotech will use all reasonable endeavours to quote Low Priority Jobs within 48 hours of receipt of the Goods.
- Upon receipt of a Customer Order, all reasonable endeavours will be used during normal working hours to repair and return the Goods within 30 working days or less.
- Low Priority Service hourly rates are based on a discounted charge 25% above our Standard Service price.

For all its repair services Electrotech will use all reasonable endeavours to fully functionally test repaired Goods, but where a full functional test is not possible (e.g. on a bespoke PCB), then the Goods will be component tested and a partial functionality test will be carried out wherever possible.

All repairs are subject to part(s) availability and supplier delivery. Electrotech cannot guarantee that a repair solution will or can be provided and will use all reasonable endeavours to complete its obligations under the schedule.

Although Electrotech will endeavour to repair all Goods we receive, there may be some occasions where Goods are not repaired. All faulty Goods not repaired by Electrotech will be clearly labelled as such with a sticker stating that the item should not to be used and is not covered by any Electrotech warranty or guarantee. Unrepaired Goods can either be safely disposed of by Electrotech at no cost to the Customer, or returned to the Customer in which case a delivery charge may apply. Electrotech reserves the right to charge an inspection and/or delivery charge.

In the event of Goods being classed as unrepaired or unrepairable, Electrotech will attempt to source an alternative (e.g. new or reconditioned) and if available, offer this to the Customer. Such replacements will be quoted for separately.

Repair Jobs are quoted based on our best estimate of the repair cost following inspection, basic test and identification of suspect components and the level of repair service required by the Customer. Electrotech must be informed of the level of repair service required by the Customer before we can quote a repair Job. Please be aware that fault information can help to reduce repair time and repair costs.

ON-SITE ELECTRONICS SUPPORT

Electrotech offers on-site electronics engineer support. We have a number of trained site engineers with the capability to diagnose and repair faults on site across a wide range of equipment. If you require a site visit please call our office number during normal working hours and our staff will discuss your requirements to obtain as much information as possible in order to make the repair process as efficient as possible. On-site support is chargeable from when our engineer leaves from and returns to Electrotech premises. On-site support is not covered by our 'no fix no fee' and the hourly charges apply regardless of whether a repair has been effective.

Upon receipt of a Customer Order, all reasonable endeavours will be used to assist the Customer with the diagnosis of its stated electronics failure(s) and to identify and repair the faulty components on-site. If the faulty component cannot be repaired on-site it can be returned to or collected by Electrotech for in-house repair.

The above services offered are subject to the following General Terms and Conditions.



GENERAL TERMS & CONDITIONS

DEFINITIONS

In these terms and conditions the following terms have the meanings ascribed to them:-

"Customer"	means any business and/or its nominated representative(s) trading with Electrotech.
"Customer Order"	means a written order submitted to Electrotech by the Customer accepting both Electrotech quoted price and its General Terms and Conditions stated in this document.
"Electrotech"	means Electrotech Solutions (UK) Ltd, Unit 2, Swan Park, Kettlebrook Road, Tamworth, Staffordshire B77 1AG registered in England and Wales No.4457089.
"Job"	means any Customer Goods being quoted and/or repaired or replaced by Electrotech to which an Electrotech Job Number has been assigned.
"No fix No Fee"	means where applicable and subject to Electrotech receipt of a Customer Order, Electrotech will not charge for attempting to repair a faulty item that becomes unrepairable, but Electrotech reserves the right to charge for both the initial inspection and return delivery of the item. On-site and Emergency Service Jobs are not covered by our 'no fix no fee'.
"Normal Working Hours"	means 08:00 to 17:00 Monday to Friday excluding public and bank holidays.

"Goods"	means any Customer's electronics system, equipment, item or component submitted to Electrotech for repair or replacement.
"Replacement Parts"	means any equipment, component, part or item supplied and fitted by Electrotech during its repair process.
"Service Exchange"	means any goods supplied by Electrotech to replace the Customer's faulty Goods.

OLIOTATIONS

All quoted prices exclude VAT and are valid for a period of 30 days unless otherwise stated and will include a unique Job Number, a description of the Goods, our price, a price for alternatives (if required), delivery times and shipping cost (where applicable) for each option.

Electrotech quotations are provided free of charge unless specified otherwise. In the event that the Customer decides not to place an order, Electrotech reserves the right to charge an inspection fee and/or a return delivery charge as appropriate.

Electrotech also reserves the right to re-quote in the event that the actual cost of repair is significantly higher than the original estimate and/or the validation period has lapsed since the original quotation.

CUSTOMER ORDERS

All services shall be subject to a Customer Order being placed with Electrotech. Exceptionally Electrotech may commence repair after receiving a verbal go-ahead, but this must be followed by an official Customer Order or e-mail confirmation of the go-ahead, within 24 hours. In all cases goods will not be despatched without an official Customer Order, or full payment being received if the Customer has no credit account agreed with Electrotech.

WARRANTY

Electrotech warranty period is 12 months from delivery of the repaired Job unless stated otherwise. In the event of late payment by the Customer, Electrotech reserves the right to declare its warranty as void.

Any Job returned to Electrotech and which is accepted by Electrotech as a warranty return will either be repaired free of charge or a credit offered subject to the outcome of our assessment. No credit will be issued for a warranty claim by the Customer unless the Job is returned to Electrotech for assessment.

Warranty cover is void if the returned Job has been damaged, modified, or a subsequent repair has been attempted by either the Customer or a third party.

Electrotech reserves the right to withdraw our 'no fix no fee'.

Warranty repair does not provide a right to extension or renewal of the initial warranty period, and is not transferable.

PAYMENT TERMS

Upon receipt of a completed Credit Application Form from the Customer, satisfactory credit checks and outcome of trade references being received, a credit account will be opened. All invoices are issued on a 30 days from the date of invoice payment terms (unless otherwise agreed). Payment method can be made by Credit Card, Cheque (made payable to Electrotech Solutions (UK) Ltd), BACS or PayPal.

If a New Customer requires delivery of a repaired Job before a credit account can be opened for them, then Electrotech will require a proforma payment.

LATE PAYMENT

In the event of late payment by the Customer, Electrotech reserves the right to charge interest at a daily rate of 4% above Lloyds Bank standard interest rate. In the event that Electrotech exercises this right, the Customer will be notified in writing prior to late payment charges being applied.

THE SERVICES

Electrotech will use all reasonable care and skills to provide the services requested by the Customer in accordance with the accepted quotation. Electrotech will use all reasonable endeavours to complete its obligations, but time will not be of the essence in the performance of such obligations.

LIABILITY

Electrotech shall not be liable towards the Customer for any amount higher than that charged for the repair or replacement by Electrotech of the Goods in question.

Electrotech shall not be liable for consequential damage or any loss of production which results from a repair or replacement that was not functioning, carried out in time or not carried out competently.

Electrotech shall not be liable towards the Customer for the loss of, or damage to, any information which is stored as electronic data or in paper format and is part of software and contained in or part of the electronics brought in for repair.

INTELLECTUAL PROPERTY RIGHTS

By requesting Electrotech to carry out repairs on their behalf, the Customer guarantees that Electrotech will not be infringing any intellectual property rights and will indemnify Electrotech against any such claims in this regard.

Insofar as any work undertaken on behalf of the Customer by Electrotech which results in the creation of any intellectual property rights, these intellectual property rights will be vested in Electrotech.



RISK AND RETENTION OF TITLE

Risk of damage or loss of Goods shall pass to Electrotech when the Goods have been collected from the Customer's premises by Electrotech or delivered by the Customer to Electrotech premises.

Risk of damage or loss of Goods being returned to the Customer by Electrotech shall pass back to the Customer on delivery of the Goods by Electrotech to the Customer's premises or collection of the Goods by the Customer from Electrotech premises.

Notwithstanding delivery and the passing of risk in the Replacement Parts or Service Exchange, or any other provision of these Conditions, legal and beneficial title of the Replacement Parts or Service Exchange shall not pass to the Customer until Electrotech has received full payment for the repair of the Goods or Service Exchange.

In the event of a Service Exchange being supplied by Electrotech, title in the Customer's faulty Goods shall pass to Electrotech.

In the event of the Customer requesting Electrotech to safely dispose of its faulty Goods then title in the Goods shall pass to Electrotech.

Electrotech reserves the right to repossess any Replacement Parts or Service Exchange in which Electrotech retains title without notice. The Customer irrevocably authorises Electrotech to enter the Customer's premises during normal business hours for the purpose of repossessing the Replacement Parts or Service Exchange in which Electrotech retains title.

The Customer's right to possession of the Goods shall terminate and title in the Goods shall pass to Electrotech if;

- a) The Customer commits or permits any material breach of his obligations under these Conditions;
- b) The Customer enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with his creditors;
- c) The Customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;

The Customer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Customer, notice of intention to appoint an administrator is given by the Customer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.

FORCE MAJEURE

Electrotech shall not be liable to the Customer for any delay in the performance of the Customer Order directly caused by any event beyond its reasonable control. If this occurs, Customers will be advised as soon as possible.

GOVERNING LAW AND JURISDICTION

These terms and conditions shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English and Welsh laws.