

# MendIT On-Site Warranty Upgrade

## MendIT Guarantee

### INTRODUCTION

As part of our continued support to our customers, we are pleased to upgrade either the manufacturers 36 or 60 month Collect & Return, or Return to Base extended warranty with either, a 36 month MendIT On-Site warranty, providing added protection should the equipment suffer a mechanical / electrical failure. The cost of repair shall be limited to the purchase price of the equipment.

### DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear.

- Callout - The attendance of an approved engineer during normal working hours (8am- 5pm Monday to Friday)
- Equipment - As detailed on the MendIT website [www.mendit.com](http://www.mendit.com)
- Guarantee Period – 36 months from the point of sale (hardware)
- Location - The property situated on the UK Mainland only (excludes the Channel Islands and Isle of Man, Northern Ireland or any other UK island)
- Mechanical / Electrical Failure - The sudden failure or breakdown of the equipment which results in the stoppage of its normal functions
- We, Us, Our - MendIT Ltd, Network 65 Business Park, Burnley, Lancashire, BB11 5TE

We hope that the equipment will be trouble free. However, should it fail during the guarantee period please follow the claims procedure detailed below:

### CLAIMS PROCEDURE

- Customer calls MendIT repair centre 0844 244 9999 and warranty status is checked
- MendIT will attempt to resolve the problem over the phone and may require your assistance in performing diagnostic procedures
- If the unit is in need of hardware repair MendIT will arrange to send an engineer with parts to a place convenient to you (UK mainland)
- MendIT will endeavour to provide an on-site engineer by the end of the next business day should the call be received by 15:00 hours-local time
- Warranty covers manufacturer's defects only

### GENERAL CONDITIONS

- 1) We will make all reasonable attempts to provide the provision of service except where it is precluded by:
  - a) adverse weather conditions
  - b) industrial disputes (official or not)
  - c) failure of the public transport system (including the road network) and repair thereto
  - d) other circumstances preventing access to your location or otherwise making provision of cover impractical

We shall be entitled to:

- 1) decline cover should, the manufacturer's warranty not be registered within the specified time as stated in the manufacturer's terms and conditions
- 2) decline cover if, in our opinion, the location or services have not been maintained in a safe or service able condition
- 3) decide on the most appropriate means of providing cover, although we will take your wishes into account whenever possible

- 4) You will be responsible for any callout charges if having requested assistance access cannot be gained to the equipment when the engineer arrives or a fault cannot be found with the equipment
- 5) If you request any additional work to be undertaken you will be responsible for the additional costs
- 6) We shall not be responsible for any inconvenience, loss or damage caused by delay in the supply of spare parts or components by the manufacturer or their suppliers or agents
- 7) In the event that the parts for the equipment are no longer available, or the equipment is beyond economical repair, we will provide a replacement product based on a model of the same or similar specification
- 8) This guarantee is governed by and construed in accordance with the Law of England and Wales
- 9) All benefits under this guarantee will be lost if a claim under this guarantee is made that is false or dishonest in any way
- 10) Where the equipment is deemed to be beyond economical repair and is replaced under the terms of the guarantee all benefits under the guarantee will cease
- 11) In the event that there is another warranty in force covering the Registered Equipment then we shall only pay our ratable proportion of any claim under this agreement

Our aim is at all times to provide a first class standard of service. However, if you feel that this has not been achieved in accordance with this Guarantee please contact: -

[support@mendit.com](mailto:support@mendit.com)

Your legal rights are not affected by this guarantee.

### **WHAT IS COVERED**

We will cover the equipment against mechanical / electrical failure including the cost of parts, labour and callout subject to the terms and conditions stated below.

### **WHAT IS NOT COVERED**

- If the manufacturers / repairers seal is broken then all benefits under the guarantee will cease
- Repairs not authorised by us or not undertaken by our appointed engineer
- Callout charges where the fault relates to a software or program error
- Unauthorised modifications to the equipment
- Consumable or auxiliary items e.g. discs, leads, printers, batteries / battery packs or any accessories, peripherals or external hardware supplied with the equipment
- Accidental, malicious or intentional damage to the equipment
- Failure to comply with the manufacturer's instructions for the care of the equipment
- Faults relating to the installation of the equipment, or software,
- Corrupted or conflicting software installed or as a result of a computer virus
- Claims relating to maladjustment, incorrect configuration or setting of manual controls or programming
- Damage caused by foreign objects or substances
- Faults reported under the manufacturer's warranty period or which relates to a manufacturing fault or recall
- Claims arising from the interruption, surge or complete failure of the power supply however caused
- Inadequate ventilation of the equipment
- Claims arising as a result of normal wear and tear (e.g. fuses/batteries)
- Consequential loss of any type
- Loss of data or information