

**TERMS AND CONDITIONS FOR
KYOLIFE SUPPORT ("Terms")
PROVIDED BY
KYOCERA DOCUMENT SOLUTIONS (U.K.) LIMITED
("us", "we", "our")**

1. ENTITLEMENT TO SUPPORT

- 1.1. We provide a standard manufacturer's warranty to buyers of our KYOCERA products ("you"). We also offer extended and/or upgraded warranty by way of Kyolife Support packages which can be purchased if required. In these Terms "Support" refers to all parts of our standard warranty or Kyolife packages and "Products" refers to all Products that are entitled to the Support including printers, copiers and multi-function devices.
- 1.2. All products are supplied with a free one year's manufacturer's warranty, which is provided on either return to base or on-site next day basis as appropriate to the type of Product. Details of the standard warranty support applicable to your Product can be found on the CD which is shipped with your Product, on the KYOCERA website at http://www.kyocerasupport.co.uk/index/techn_support.html
- 1.3. Support will include all options and accessories registered with the Product so please ensure you register the model number correctly (e.g. FS-C8500DN and not just FS-C8500). Your products can be registered online at http://www.kyocerasupport.co.uk/index/techn_support.html
- 1.4. All Products are sold to you with operating and installation manuals ("User Manual(s)"). These contain important information on how to install and operate the Products and include warnings, guidance and prohibitions. Your non-compliance with the User Manual in respect of the Products will mean that you are not entitled to the Support and any cover given will be withdrawn until the situation is rectified. KYOCERA reserve the right to terminate warranty where you fail to comply with our request to remedy any misuse or breach of the requirements of the User Manual (see clause 5).
- 1.5. The standard manufacturer's warranty outlined in this document only applies to Products kept in mainland Britain, The Republic of Ireland and Northern Ireland. The support ceases once they are removed from the territory.
- 1.6. To become entitled to receive Support you must register your product online, as per above web address or complete and return the Registration Form which we will acknowledge before Support takes effect. The Support contract only comes into existence when we accept your registration by written acknowledgement. If you are sold the wrong Support package or your Product no longer qualifies for a Kyolife upgrade, then we will notify you of the error and any cover which may have been given will cease.

2. SUPPORT PACKAGE

- 2.1. There are different Support packages available which offer different levels of Support. These are:
 - 2.1.1. Return to base support;
 - 2.1.2. On-site next day support;
 - 2.1.3. On-site exchange (not available in Northern Ireland or Republic of Ireland).
- 2.2. Optional Kyolife Support contracts are available to extend or upgrade the period of your standard manufacturer's warranty up to three or five years in total. To purchase a Kyolife Support package your Product must be in good working order and any existing cover should not have lapsed.
- 2.3. In order to be entitled to the Support provided under an optional KyoLife package, you must have registered the Product's serial number with the KYOCERA Services Centre,

either by returning the reply-paid card or via the KYOCERA Document Solutions Website. Support contracts include all registered KYOCERA options and accessories installed on the registered Product.

- 2.4. All Products are split into "groups" and the information as to costs and Support packages available for each group of Products is provided at the KYOCERA Website. Details can also be sent to you on request. The cost of the Three Year Support, Four Year Support and the Five Year Support is determined by the group in which your Product belongs.

2.4.1. Three, four or five year Kyolife Support packages must be purchased within six months of the original purchase date of the Product and cover will commence from the Product purchase date. Maintenance kits must be fitted and registered at the appropriate intervals for the Product to ensure that the warranty cover continues. Once the maximum page life for the Product is reached all warranty will cease. For further details on Maintenance Kits and page life please contact the KYOCERA Support Centre on 0845 456 0456 or check on the website : <http://www.kyoceramita.co.uk/>

2.4.2. All KYOCERA products have an additional guarantee on long-life units, which may be the drum and developer or the process unit, depending on the Product. This guarantee covers these parts for the unit's design life (quoted as a number of pages) or three years from the date of purchase of the Product, whichever is reached sooner. The support level of this guarantee is the same as the manufacturer's standard warranty for the Product, but is upgraded to the same level as any optional Kyolife Support purchased for the Product, for the duration of that contract. When the warranty on the Product has lapsed, any remaining warranty on the drum, developer or process unit will be on a return to base basis.

3. SUPPORT FEATURES

- 3.1. In the event of a defect in a Product you should telephone our KYOCERA Support Centre on 0845 456 0456 (014600164 from Republic of Ireland) giving your name (or your business name with an individual contact name), fax number, Product serial number, page count of the Product and details of the fault.
- 3.2. We will first attempt to diagnose and resolve the problem over the telephone.
- 3.3. The warranty provided under the Support and subject to these Terms is that the Product is free from any defects in materials and workmanship in its manufacture and free of component failure except for Firmware (see clause 5.1.3) and Consumables (which are detailed in the price list and on the KYOCERA Document Solutions Website)).("The Warranty")
- 3.4. Standard manufacturer's warranty is for either a 10 working day return to base Support, or for a next business day reasonable endeavours Support depending on the Product. Kyolife Support packages have similar Terms, and for upgrades to exchange on site or four hour Support the response is still a reasonable endeavours and is not guaranteed.
- 3.5. The KYOCERA Support Centre operates between 9.00am and 5.00pm on Monday to Friday, excluding public, statutory or bank holidays ("Working Hours" and "Working Days" respectively).
- 3.6. If the defect is identified as relating to a user installable part then providing we complete the telephone diagnosis of the defect before 3.30pm on a Working Day we will dispatch a replacement part (subject to availability) to arrive on the following Working Day. Currently user installable parts are defined as the developer and process unit.
- 3.7. If we are unable to resolve the problem over the telephone or by sending out a user installable part, then we will provide you the "Return to Base","On-Site" or "Product

Exchange" support depending on your Support package and as set out below:

3.8. "Return to Base"

3.8.1. You will be provided with a return number, packing instructions and an address for returning the Product to us. You must comply with the packing instructions because if the Product reaches us damaged due, in our opinion, to inadequate packaging, we reserve the right to refuse to take delivery of the Product and to refuse to provide Support. If we discover damage after taking delivery of the Product then you will be contacted with a quotation for repairing the Product and your authorisation will be required before we proceed.

3.8.2. We will inspect the Product and if the defect is, in our opinion, due to a manufacturing defect we will repair the Product (or at our sole discretion replace it) within 10 Working Days of receiving it.

3.8.3. If we do not consider the defect to be a manufacturing defect we will inform you of the cost of repair and the timescales involved. If within 10 Working Days of us informing you, you have not authorised us to carry out the repair we will return the Product with an engineer's report and an invoice for the time spent in evaluating the defect.

3.8.4. You are responsible for all shipping or postage charges for returning Products to us. Kyocera will pay for the return of the Product where the defect is our responsibility under 3.8.2 above.

3.9. "On-Site"

3.9.1. If the call cannot be resolved over the telephone or with a user installable part, then a technical support engineer will attend at your premises depending on the Support package in place.

3.9.2. If your call advising us of a defect is placed before 3pm then the technical support engineer will attend on the next Working Day unless you have purchased a four hour Kyolife Support package which means you are entitled to an earlier response. (Four hour support is not available for Products located in the Republic of Ireland and may not be available for remote locations on the mainland, please contact the KYOCERA Support Centre on 0845 456 0456 for further details).

3.9.3. If the defect is, in our sole opinion, covered by the warranty the technical support engineer will attempt to repair the Product at your premises.

3.9.4. If we are unable to provide any on-site support due to you not making the Product available to us or our sub-contractors you will reimburse us or our sub-contractors for any costs incurred.

3.9.5. If we do not consider the defect to be covered by the Warranty we will inform you (by quotation) of the likely cost of repair and the timescales involved. We will require your authorisation before carrying out the repair.

4. "Product Exchange"

4.1. For your Product to qualify for a Kyolife Product exchange package, you must be the owner or, if the Product is leased, the finance company has to agree to the Kyolife contract. If your Product has any form of permanent marking on the casing we will be unable to effect an exchange. If the Product is located in the Republic of Ireland or Northern Ireland this Product exchange is not provided.

4.2. If the defect is, in our sole opinion, covered by the Warranty we will provide you with a replacement Product which has the same or better specification than the defective Product and which has the same or lower page count. Simply put, title of your Product will pass to us, and title of our replacement Product will pass to you. Providing the telephone diagnosis is completed by 3.30pm on a Working Day we will arrange for the replacement Product to arrive with you on the following Working Day.

4.3. Response Times

- 4.3.1. Whilst we make every effort to comply with the response times above, there are factors outside our control which may affect our ability to perform within the relevant response time. These may include, traffic congestion or road problems; breakdown or accident; adverse weather conditions affecting travel; lack of parking or loading and unloading space at, or sufficiently close to, your premises; the distance our representative has to travel to your location as well as a lack of availability of spare parts and components held in the United Kingdom. We will not be in breach of our contract with you if we are delayed due to any of the above, or any similar reasons causing delay. (See also Clause 8).
- 4.3.2. If you fail to provide us with either access to your premises or the Product or with the facilities to enable us to carry out our obligations under the Support package then we will be entitled to charge you the time and cost of travel to the premises, and if we have to attend more than once for repeat visits we will also be entitled to charge. (See Clause 7.)

5. EXCEPTIONS

- 5.1. Support does not include any of the following:
- 5.1.1. cleaning and maintenance of the Product in accordance with the User Manual;
 - 5.1.2. any paper jams (other than caused by a manufacturing defect) or Consumable replacement;
 - 5.1.3. any upgrades in control logic software embedded inside the Product which become available, even if the upgrade would enhance the Product (these are chargeable, please contact KYOCERA for further details);
 - 5.1.4. the installation of Consumables or maintenance kits at the manufacturer's recommended intervals;
 - 5.1.5. replacement of Consumables as a result of their failure;
 - 5.1.6. any repair or replacement of part or all of a Product which in our sole opinion is necessary due to:
 - 5.1.6.1. your failure to clean the Product in accordance with the User Manual;
 - 5.1.6.2. your operation of the Product other than strictly in accordance with the User Manual. By way of example this would include but is not limited to incorrect operating environment, or unsupported paper types;
 - 5.1.6.3. your damaging, tampering with, altering or any way adapting the Product;
 - 5.1.6.4. installation of maintenance kits other than by KYOCERA authorised service partners;
 - 5.1.6.5. the print volume exceeding the monthly duty cycle or the product's design life, which are contained on the CD supplied with your product, advertised at the KYOCERA Website or which can be provided to you on request;
 - 5.1.6.6. damage caused to the Product by the use of any consumables which are not genuine KYOCERA consumables or by the use of any connectivity or other options, accessories or products of a third party which are not KYOCERA approved;
 - 5.1.6.7. any damage caused to the Product by using any labels or paper which contain adhesives, if you use labels or envelopes please refer to the user manual for specifications and feeding instructions to minimise possible damage;
 - 5.1.6.8. any damage caused to the Product by third party companies not authorised by Kyocera Mita;

- 5.2. Any work that we or our sub-contractors carry out in relation to any of these exceptions, including any on-site visits for faults which fall within these exceptions, shall be charged to you at our current rate for time spent (details of which will be provided on request) or at the current rates of our sub-contractors and you shall reimburse us for any expenses that we incur.

6. REPLACEMENT PARTS

- 6.1. Any parts which we replace become our property and those replacement parts which we insert in the Product become part of the Product. 6.2. The replacement parts used by us do not give rise to an extension of the period of Standard Warranty under these Terms.

7. PAYMENT TERMS

- 7.1. Payment of all sums from you to us under these Terms becomes due upon receipt of any invoice and you must pay within 7 days of receipt of the invoice. No payment shall be deemed to be received until we have received cleared funds.
- 7.2. If you fail to pay us any sum in accordance with 7.1 we may charge interest on the balance outstanding on any invoice in accordance with the provisions of and at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 from the date the payment is due until payment is received. We may in addition charge you the cost of any recovery action.
- 7.3. We also reserve the right to suspend or at our option terminate Support if you fail to comply with 7.1 and 7.2 provided always that before such termination we have served notice on you requiring payment within 7 days and you have failed to pay in that period.

8. LIMITATIONS ON LIABILITY

- 8.1. The following provisions set out the parties' agreement as to how risk and liability should be allocated between them in a fair manner reflecting, amongst other things, the sums to be paid for the Support provided by Kyocera Mita. The customer acknowledges that the direct losses it may suffer from any failure of KYOCERA to exercise reasonable skill and care in providing the Support or for breach of contract may be hard to define. Accordingly, the parties agree that the following represents a fair allocation of risk and liability.
- 8.1.1. Our liability in contract, tort (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with these Terms shall be limited as follows:
- 8.1.2. liability for physical damage to tangible property shall be limited to £1,000,000;
- 8.1.3. liability for all other loss or damage shall be limited to an obligation to repair or replace the relevant Product;
- 8.1.4. notwithstanding 8.1.2 our liability for all other loss or damage shall in no circumstances exceed the replacement cost of the Product.
- 8.2. Nothing in these Terms limits our liability for death or personal injury caused by our negligence or that of our employees whilst acting in the course of their employment (for which liability cannot be excluded).
- 8.3. We shall in no circumstances be liable for any loss of profit, loss of use of Products or their functionality, loss of business, loss of contracts, loss of revenues or loss of anticipated savings nor increased costs or expenses nor for any indirect or consequential losses of any nature whatsoever which you may suffer.
- 8.4. Nothing in these terms affects the statutory rights of a consumer but to the extent permitted by law all other warranties, conditions and other terms implied by statute or common law other than those expressly contained in these terms are excluded.

9. ASSIGNMENT

- 9.1. 9.1. You may not assign your rights under these Terms without our consent and without first having given us details in writing of the proposed assignee and the proposed location for the Product and upon the condition that the proposed assignee agrees to be bound by your obligations under these Terms in all respects as if he were you.
- 9.2. 9.2. We may assign the burden as well as the benefit of these Terms and may carry out any of our obligations under these Terms by the use of sub-contractors or agents.

10. TERMINATION

- 10.1. Upon the happening of any of the following events we may elect by notice to you to terminate the Support and any agreement under these Terms immediately:
- 10.1.1. on your failure to make any payment due to us or our sub-contractors or agents;
- 10.1.2. if you are a company and you pass a resolution for winding-up or the court makes an order to that effect or being a partnership you are dissolved or being an individual you are made bankrupt or die or if you (whether a company or not) shall cease to carry on business or threaten to do so or become or are declared insolvent or convene a meeting of or make or propose to make any arrangement or composition with your creditors or if a liquidator, receiver, administrator, trustee or other similar office is appointed in respect of any of your assets;
- 10.1.3. if you remove the Product or permit it to be removed from the place that you notified us of when you registered the Product without informing us by letter or facsimile;
- 10.1.4. you purport to assign your rights in breach of 9.1 above;
- 10.1.5. if you sell or otherwise part with possession of or control over the Product;
- 10.2. The termination of the Support and any agreement under these Terms for any of the reasons set out in 7 and 10.1 above or 12.3 below shall not prejudice any rights that we have accrued including but not limited to our rights to collect any monies due at the date of termination nor shall you be entitled to any refund of any money that you have paid in advance in respect of the Support.

11. NOTICES

- 11.1. Any notice, request, instruction or other document to be given under these Terms shall be delivered or sent by First Class post or by facsimile transmission (such facsimile transmission to be confirmed by letter posted within 12 hours or receipt) to the address of the other party and any such notice or other document shall be deemed to have been served (if delivered) at the time of delivery (if sent by post) upon the expiration of 48 hours after posting and (if sent by facsimile transmission) upon the expiration of 12 hours after despatch.
- 11.2. Kyocera reserve the right to amend these Terms and Conditions at any time without prior written notice.

12. FORCE MAJEURE

- 12.1. We shall not be liable for any breach of our obligations under these Terms