

Service Contract Terms and Conditions

All previous issues are cancelled. V10

Servicing terms and conditions are written in conjunction with general sale terms and conditions, which available to view at cardiaid-aed.co.uk/terms

- 1. In these terms and conditions Pura Technologies Limited is called "the Company". "Customer" means the person, firm or company to whom the Company supplies Goods or services.
- 2. Any contract between the Company and the Customer here in after called "the Contract" shall be subject to these conditions and the general sale terms and conditions.
- 3. This Agreement represents the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting or additional communications. This Agreement can only be modified unless made by an express written agreement between the Company and Customer.
- 4. Upon receipt or acceptance of the Service Contract the Company shall invoice the Customer at the start of the Contract. At the end of the initial term, the contract shall automatically renew for subsequent periods of the same length as the initial term unless either party gives the other written notice of termination at least thirty (30) days prior to expiration of the then-current term.
- 5. All invoices must be paid in full on net monthly account terms by direct debit, cheque or bank transfer.
- 6. The Company shall carry out the work with reasonable skill and care and in accordance with good industry practice and the company service contract checklist.
- 7. The Customer is expected to still carry out visual examination at regular intervals to ensure that the product remains fit for purpose.
- 8. The Company agrees to carry out its obligations under the Contract within the contractual period subject to Customers paying the fees due. The Company may at its option delay completion of the Contract, refuse to carry out a term or terms of the Contract or treat the Contract as null and void.
- 9. The service contract is expressly limited to supplying replacement parts at the sole discretion of the company.
- 10. Damage caused by vandalism or any unauthorized repair/alteration by user or any unauthorized service provider are expressly excluded and will void service contract.
- 11. The Company may charge for additional site visits at their discretion.
- 12. The Company shall not be liable for any claims arising from the failure of the product due to wear and tear, misuse or incorrect customer servicing.
- 13. In no event shall the company be liable for incidental or consequential damages or loss arising from or in any manner related to sales or use of any such equipment.
- 14. In the event that the Company commits a material breach of the contract, or passes a resolution to wind up its business, has a receiver (or an administrative receive) appointed over any of its assets or enters into administration, the Customer shall have the right to determine the Contract in writing to the company's last address without penalty and the company shall refund to the Customer any payments already made in advance under the Contract.
- 15. The Contract shall be governed by and construed in accordance with the laws of the United Kingdom.