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Warranty Terms and conditions Effective 22/02/2017

### **A. The Warranty Contract and Pre-Inspection**

1. The warranty will be undertaken by Vistech Technical Services Ltd (VTS Ltd).
2. Before a Warranty Contract is entered into, a visit will be made by an authorised representative of VTS Ltd to ascertain that the machine is in good working order. During this service parts may be replaced if required. These Items will be chargeable and remain the property of VTS Ltd until paid for in full.
3. If it is found that the machine requires further parts to bring it up to an acceptable standard deemed by the VTS representative, a verbal estimate will be made. A further visit may then be required. The standard of the machine will be defined by printing a recognised test print. The quality of the print obtained will be agreed by the VTS representative and the customer and the machine will be kept to the same standard during the warranty period.
4. All documentation of visits made by the manufacturers Engineers during the ownership of the machine should be available during this visit. If this documentation is not available, and the machine is found to have an on-going fault, which has not been mentioned, the contract will become null and void.
5. The Contract only applies to machines that are at the address where the pre-inspection took place. Movement of the machine to a different address without informing VTS Ltd in writing will invalidate the warranty. An additional inspection will be made by VTS Ltd to make sure that the machine has not been damaged in transit. There will be a small charge made for this additional inspection.
6. VTS Ltd reserve the right to refuse a warranty on a machine that in our opinion would be unreliable or is using an ink which VTS Ltd finds unacceptable.
7. VTS Ltd reserve the right to insist on the replacement of parts to bring the machine up to current operating specification.
8. If a 3rd party ink has been tested by VTS to a degree that we are happy with the quality, we will offer this ink as an approved brand. The price of the warranty will then be the same as if the manufacturers ink was installed.
9. If a Printer has white or metallic ink installed the channels or heads that have these inks running through them will be excluded for blockages. It will be allowable to run a cleaning cartridge in place of the metallic ink.

### **B. Response Times & VTS Responsibilities**

1. VTS Ltd will make all reasonable endeavours to ensure the visit to the customer's premises is

within the agreed response time.

2. VTS Ltd standard response time is two working days (four days for Bronze cover) from the customer discussing the fault with an approved VTS Engineer and a visit made by VTS Ltd.

3. Faults can usually be logged between 9.00am & 5.00pm on normal working days (Monday through to Friday). This excludes all English Bank and Public Holidays.

4. All parts including the heads are covered as long as the lifetime of the part has not been exceeded.

5. Parts that have been damaged by faulty ink, head strikes, bent media clamps or printer misuse are not covered.

6. VTS Ltd reserves the right to use non-standard parts if they will benefit the reliability of the machine.

7. VTS Ltd as a third party engineering company, cannot be held responsible for any faults that are deemed to be a fault in the original design or manufacture of the equipment. We will do our utmost to rectify any fault but reserve the right to direct you to the manufacturer in these instances. In these circumstances, we will be happy to continue the warranty with this fault excluded while try to find a resolution. If this is not acceptable a partial refund could be negotiated to enable the customer to resolve the issue by other means.

8. VTS Ltd cannot be held responsible for any loss, including consequential loss, or damage of any kind arising from breakdown of the equipment however occasioned.

9. VTS Ltd will try to minimise the downtime in trying to diagnose and correct the fault on the equipment.

### **C. The Customers Responsibilities**

1. The Customer is obliged to house the machine in a suitable environment with correct power supplies and utilize the equipment in a proper manner in accordance with the user manual, ensuring that only competent trained employees are allowed to operate it. Any fault that in the opinion of VTS Ltd has been caused by neglect, misuse or operating the machine outside of the operating environmental criteria. VTS Ltd reserve the right to charge for time and materials used.

2. The customer must promptly inform VTS Ltd of any faults and supply all available information, materials and services to allow VTS Ltd to correctly diagnose the fault with the machine. Any incorrect information could lead to additional charges. If after inspection and the machine is found to be working correctly and the fault is caused through another reason, such as software, operator error, hardware configuration, wrong ICC Profile, a fault in the material used, computer cable, change of ink type etc, the customer will be charged for time and materials.

3. The customer must obtain permission from VTS Ltd for any intended machine modifications, adjustments or change of inks or ink systems. Failure to do so will make the Contract null and void. If any changes are agreed VTS Ltd must carry out the work and will charge the customer for labour and parts required.

4. The customer must use the capping tool or manually recap the heads if a system error leaves the heads uncapped, this must be done immediately to stop the heads blocking. Failure to do this could invalidate the warranty on the heads.

5. Other than service activities outlined in the user's manual the customer or any other third party company must not work on the machine or change any parts. VTS Ltd reserve the right to grant permission but this must be obtained in writing or by email. Failure to this will invalidate

the warranty.

6. It is the customer's responsibility to have the proper SDS sheets for any third party ink that is used in the machine. These must be available for inspection at the time the warranty is taken out and at all subsequent visits by engineers.

7. The customer must ensure that the ink installed in the printer is "in date". Out of date ink will invalidate the warranty. The date is usually clearly marked on the cartridge, or the ink must be no more than 12 Months old if a "manufactured on" date is the only reference available.

8. The customer must not change the ink type or ink delivery system from that marked on the warranty document without letting us know. Failure to do this will invalidate the warranty.

#### **D. Payments**

1. Payment terms are either one payment that covers the complete 12 months, or a monthly payment by standing order.

2. By signing the warranty document you are agreeing to a 12 month contract.

3. Any default from monthly payment may render the full amount payable with immediate effect and services restricted.

4. The customer must make sure that the first payment is made promptly, if more than 14 days elapse, VTS reserve the right to re inspect the machine and charge a new inspection fee.

5. In the event that any payments are not made paid in accordance with Vistech Technical Services Limited's terms then we reserve the right to charge interest and compensation pursuant to the Late Payment of Commercial Debts (Interest) Act 1998. Clients with accounts in default agree to pay our reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred when enforcing these Terms and Conditions.

#### **E. Consumable Parts**

1. Consumable items such as Blade Holders, Blades, Cutting Strips and Drain Bottles are not covered by this Contact and will be charged at the current manufacturers RRP.

2. Maintenance Stations on Mutoh Printers are classed as Consumables and are not covered by this warranty.

3. All items that exceed their stated lifetime are deemed as consumable and thus chargeable. Lifetime of parts is usually stated in the user manual. The parts will be identified and clearly marked on the warranty contract.

4. If any of the consumable parts are outside the quoted lifespan at the time the warranty is taken out we will reserve the right to change them at the current cost price.

5. Once a consumable part such as a scan motor or print head, exceeds its lifespan, it will no longer be covered by the warranty. Although the part has exceeded its lifespan, it can continue to perform satisfactorily for quite some time. When it does need replacing, VTS Ltd charge for the part but will not make a charge for the fitting thereof. The new part will then come under the warranty. These parts will be listed as exclusions on the warranty contract.

#### **F. Renewal of the Warranty**

1. VTS Ltd will contact you regarding renewal toward the end of the warranty period and if the contract is renewed a new inspection will be made.

2. Any parts which in the opinion of the VTS engineer may cause the machine to malfunction over the next period of the warranty will be replaced.
3. The Customer will not be charged for this visit or any parts used.
4. VTS Ltd reserve the right to exclude any parts from the warranty which have gone over their serviceable life since the last inspection and may also insist on their replacement at cost.
5. If there should be no communication from the customer within seven days of dispatch of our renewal letter and or warranty period expires VTS Ltd reserve the right to discontinue the warranty without further obligation.

#### **G .Communication and notices**

1. Any demand or notice given under this Contract shall be in writing and may be served personally or by registered or recorded delivery mail.
2. Each party's address for the service of notice shall be its registered business address.
3. A notice shall be deemed to have been served if it was served in person at the time of service or if it was served by post 24 hours after it was posted.

#### **H. Law and Jurisdiction**

1. The law applicable shall be English Law and the parties consent to the jurisdiction of the English Courts in all matters pertaining to the contract.