

Multicare Terms & Conditions – Effective 25th February 2020

Overview

The term customer means any person, firm, company, unincorporated associations, other body, at whose request or on whose behalf the company undertakes to provide the companies services.

Company Undertaking

Multicare shall use all reasonable endeavours to supply the best possible service using its resources, talents, and facilities to the best effect within any agreed time or budget constraints.

Customer Acknowledgment

The customer acknowledges that, requesting the services of Multicare is deemed acceptance of the conditions set out in this document.

Liabilities

Multicare shall not be liable for any failure or delay in the supply of its services caused by any acts of force majeure or any dispute, fire, accident, civil commotion, government action, default or failure of sub-contractor or suppliers or any other cause beyond its control and Multicare shall not be liable for any loss, damage or expense suffered by the customer or any third party arising directly or indirectly from matters referred to in this condition.

Notwithstanding any provision to the contrary, Multicare shall not be liable for any consequential loss incurred by the customer howsoever rising and the liability of Multicare (if any) on any other account shall be limited to the account of Multicare's charges to the customer in respect of the matter in question.

Customer Material

Any recordings, soundtracks or other material made available to Multicare by the customer shall be held by Multicare at the customer's risk, Multicare shall not be liable for any loss or damage to such material however caused. Multicare agrees not to disclose such recordings, soundtracks or other material to any third party. If Multicare is required to dispose of any customer material such as the media types, Multicare agrees to destroy them in the appropriate way before processing through our WEEE route.

Insurance

The customer shall be responsible for all necessary insurance in respect of any loss, damage or expense that it may suffer directly or indirectly in relation to the provision or non-provision of Multicare's services.

Indemnity

The Customer shall indemnify Multicare and keep it indemnified against all or any costs, claims, damages, demands and expenses which may be incurred by or made against Multicare by any third party by reason of the supply of the Multicare's services in accordance with the customer's instructions.

Law and Jurisdiction

These conditions shall be governed and construed according by English law and parties irrevocably submit to the non-exclusive jurisdiction of the English Courts.

Variation

These conditions shall not be varied, waived or modified except in writing under the hand of a duly authorized executive of Multicare. Multicare reserves the right to vary these conditions from time to time subject to giving prior written notice to the customers.

Repair

All goods requiring repair shall be sent freight prepaid to Multicare Electronics Ltd, unless manufacturer agreements are in place. Multicare assumes no risk and shall be subject to no liability for damages or loss resulting from any unit being returned for repair.

Warranty Repairs

Multicare will honour the existing warranty for all manufacturers where Multicare are authorised for warranty repairs, all repairs will be carried out in accordance to the manufacturers' specification and testing procedures.

Fixed Price Repairs

Customers are asked to enclose or send upfront a purchase order for the repair, clearly stating the model, serial, RMA (Return Merchants Authorisation) and PO numbers. This will help speed up the repair process minimizing down time. When a repair is not possible under a fixed price, Multicare will provide a free of charge estimate. Declined estimates will be subject to a return shipping fee.

Estimated Repairs

Multicare will raise an estimate for the repair where the manufacturer's warranty or Multicare's fixed price does not apply. All estimates will include labour and shipping at the appropriate rate and any parts that are needed for the repair of the item returned. If for any reason Multicare is requested to check that the estimated parts will repair the unit and the estimate is refused or not accepted in a reasonable time then Multicare reserves the right to recoup the associated costs labour and parts.

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In the event that Multicare does not find a fault with a unit returned then Multicare will require a shipping fee for the return of said unit. Please contact us for the current costs involved as this will vary depending on the type of unit to be shipped and geographical location.

Damage

The Customer will be responsible for letting Multicare know if the unit has arrived to them with any physical damage or if the unit is not working within 24 hours of them receiving it, the unit must be returned for inspection. The customer will be responsible for the correct shipping address to be supplied as non-deliveries and re attempts will be charged the appropriate fee.

Exceptions

Multicare Electronics reserve the right to make an additional charge or refuse to repair a product if;

- The repair exceeds the replacement value of the unit.
- Parts are no longer available from the manufacturer.
- The product has suffered physical, water, cosmetic damage or extensive power surge.
- The damage has been caused by previous repair attempts (not Multicare).
- Units have multiple faults where 'foul play' is suspected.
- The customer requests timed deliveries.
- The repair has previously been estimated and declined.
- Some geographical locations may incur a shipping fee
- If the unit is required to be shipped to the manufacturer, Multicare endeavour to inform you of the additional cost before proceeding.

Manufacturer Warranty

Multicare will honour the existing warranty for all manufacturers where Multicare are authorised for warranty repairs, all repairs will be carried out in accordance to the manufacturers' specification and testing procedures. In the event of Multicare receiving a unit where warranty repair is not permitted then Multicare will raise either a fixed price repair or an estimate for said repair.

Multicare Warranty

Multicare will repair without charge, any merchandise proved defective:

- In parts supplied or labour provided by Multicare for estimated repairs
- In all parts where a fixed price repair has been undertaken

For a period of **365 days** after any repairs have taken place, the warranty period will start from date of return shipment. All goods requiring warranty repair shall be sent freight prepaid to Multicare Electronics Ltd. Please note that exceptions apply.

Warranty Exceptions

Some parts are excluded from the warranty. Examples of these exceptions are:

- Camera Module (90 Days)
- Hard Disc Drives (90 Days)
- Headphones (all types) (90 Days)
- The repair exceeds the replacement value of the unit
- Parts are no longer available from the manufacturer.
- The product has suffered physical, water, cosmetic damage or extensive power surge.
- The damage has been caused by previous repair attempts (not Multicare).
- Units have multiple faults where 'foul play' is suspected.
- The customer requests timed deliveries.
- The unit is 10 years old or greater.
- Products where Multicare are not manufacturer accredited (90 Days)

Accounts

Customers may open accounts subject to approval and by providing two trade and one bank reference. Account facilities are also available for educational institutions and local authorities based on receipt of an official order. Payment is due within 30 days of invoice date unless otherwise agreed. If accounts are not paid, we reserve the right to charge interest at 7.5% per month. The account balance must not exceed the agreed credit limit. All spare parts supplied and or fitted remain the property of Multicare until paid for in full. Multicare reserves the right to demand payment in full of any outstanding invoices at any one time. Default on payment terms will result in the account being put on stop and the full amount will become immediately payable. Non-payment of all outstanding invoices within 15 days of account suspension, will result in appropriate legal action being taken, the costs incurred will be added to the outstanding amount.

Payment

Unless alternative credit arrangements have been made, payment in full is required on the date of issue of invoice. Payment of invoices may be made by cash (£ UK Sterling, \$ US Dollar or € Euro). We also accept all major credit and debit cards. BACS payments can be made with prior arrangements. Pro-forma invoices require full payment before repaired items can be released. All goods supplied and invoiced remain the property of Multicare until paid for in full. VAT where applicable will be added at the rate current at time of invoice.

Spare Parts

Due to parts being ordered specifically to fulfil customer orders, we do not accept any returns unless the item is faulty. All parts have a 90 day warranty from the date of purchase. Any faulty part that needs to be returned within the 90 day warranty period will be returned at the customer's expense. If the part is found to be faulty once tested it will be replaced with the same or a suitable replacement part if available, if the part is no longer available then a refund less the cost of shipping will be issued. If the part is found not to be faulty then the part will be returned at the customer's expense. Multicare will not give technical support on installing any parts received; the customer is responsible for any damage caused to the part by misuse or incorrect fitting. Multicare is not liable for losses / expenses that may arise due to the part not arriving by the chosen delivery option or if the part is found to be faulty. Once payment has been taken, parts will be ordered, at this point we would be unable to cancel the order.

Projector Cleaning Service

Multicare will carry out a cleaning service on your projector as per manufacturer recommendations.

This will include cleaning of all air ducts, optics, fans and casings.

Replacement of filters where necessary are included.

Multicare reserve the right to make an additional charge to repair a product if;

- The product has suffered physical or cosmetic damage.
- Damage has been caused by previous repair attempts (not Multicare).
- Units have multiple faults where 'foul play' is suspected.
- Repairs are required which are not part of a service.
- All prices are subject to change without prior notice.
- Units with a considerable degree of smoke contamination.

Should a customer's unit require more than the standard cleaning service, Multicare will provide an estimate. Declined estimates maybe subject to a refused estimate fee and the initial cleaning fixed cost.

Projector Loan

The unit remains the property of Multicare at all times and must be looked after in such way as to not cause any damage to the unit. Any damage (other than general wear and tear) to the unit caused by the customer will be charged for.

Multicare will record any cosmetic defects on the unit prior to it being shipped. (Multicare is to deem what is due to general wear and tear on inspection of the unit). Multicare will not be held liable for any damage caused by incorrect installation of the loan unit or any problems that the customer believes to be a result of the loan unit. If such a problem does arise then we will request all parts believed to be at fault to be returned for inspection, we will then endeavour to source the cause of the problem. Lamps, filters and top covers must not be removed from any loan unit. Any accessories supplied must also be returned.

Projector Loan Charge Period

Charges will start from the date of despatch until the date we receive the unit back. All charges will be processed upon the receipt of the unit back at Multicare and a full inspection has been carried out by Multicare.

Projector Loan Request

The customer can request a loan unit anytime up until 15:00 (GMT), anything after 15:00 (GMT) will be processed the next working day (Monday to Friday). When requesting a loan unit we ask that you correctly fill in the shipping address and your PO number. Without these details no shipment can be made and the unit will go back to being available. The value of your PO must cover the expected period of loan and be flexible to cover any extended periods requested.

Projector Loan Shipping

The unit must be returned in the same box or flight case and packing as they received it. Once we receive the unit and have inspected it (usually within 2 days) we will charge for any damage found to be caused by any insufficient shipping method. The customer is responsible for returning the loan unit by or on the agreed date. The customer is responsible for the return shipping costs. Please note that some delivery options are not available for all areas, if possible we will let you know if there is a problem with the selected method. Multicare is not liable for losses / expenses that may arise due to the unit not arriving by the chosen delivery option. Multicare recommends that customers when returning units do so with shipping insurance and tracking numbers as missing units will be invoiced for the full value of a replacement unit.