

NORMAL REPAIR : Out-of Warranty Terms and Conditions

1. GENERAL

1.1. Terms apply

These terms and conditions ("Terms") apply to diagnostic, analytical, repair, part replacement, maintenance and other out-of-warranty services ("Services", "Servicing" or similar term) by Amsys Plc. These Terms apply to any purchaser/owner and/or potential purchaser ("Customer") of Apple computer hardware products and/or computer accessory products ("Products" or "Product") seeking or receiving such Services. If Amsys Plc and Customer have entered into a separate written contract relating to the Services, these Terms apply additionally to the extent not inconsistent with the terms of that separate agreement.

1.2. Amsys Plc's diagnostic fees

Amsys Plc (unless the Customer is otherwise advised in writing) charges Customer, and Customer shall be liable to pay, a diagnostic fee, which represents work and services incurred to transport (to and from the relevant service center), review, test, evaluate and diagnose alleged or actual Product defects, and to issue a quote of estimated fees to be incurred for Services and parts needed to rectify Product defects. The specific amount of the diagnostic fee, which varies between approximately £50 - £100 (subject to revision from time to time), is advised by telephone and/or in writing including e-mail or specified on the Amsys Plc website. The diagnostic fee is chargeable and payable by the Customer whether or not Customer ultimately instructs Amsys Plc to Service the relevant Product.

1.3. Quote by Amsys Plc

Amsys Plc will only provide Services to Customer if or (at Amsys Plc's discretion) to the extent that Amsys Plc issues a valid written quote, and Customer accepts Amsys Plc's quote in writing within the validity period of the quote by signing the quote where indicated and sending it to Amsys Plc, or otherwise in a manner satisfactory to Amsys Plc. The quote will include the Service price, parts/components replacement or repair estimate, and other terms specific to Customer's Services requirements. A quote will only be valid for 7 days, unless otherwise specified in the quote. If Customer does not communicate its acceptance of a quote in writing within that period, Amsys Plc may assume that the Customer has rejected the quote. Amsys Plc has full discretion to issue or decline to issue a quote. All quotes are subject to availability of the necessary components at the time of acceptance. If the need for additional work becomes apparent after work has commenced Amsys Plc reserves the right to suspend the Services and submit a revised quote. If Customer accepts such revised quote it shall take the place of the original quote. If customer does not wish to proceed on the basis of the revised quote, Customer shall be liable to pay for the Services

and parts rendered by Amsys Plc to the date of the revised quote.

1.4. Terms exhaustive

Except as indicated in 1.1 above, these Terms, and the terms of any valid quotes or confirmations by Amsys Plc (together, a "Contract") concerning the Services, are exhaustive of terms applicable to the Services. These Terms displace all other terms or conditions, written or oral, implied by trade custom or course of dealing, however introduced, unless otherwise expressly agreed by Amsys Plc in writing, including terms in catalogue specifications or any Customer's general terms and conditions, requests for quotation, and orders or confirmations and all other Customer's terms and conditions. Customer agrees to be bound by these Terms whether or not expressly so stated in any order, confirmation or otherwise. Each deviation from or modification of these Terms requires the express written agreement of Amsys Plc in each case. Modification or waiver of any other provision in one case does not constitute modification or waiver in any other case.

2. RESERVATIONS AND REQUIREMENTS

2.1. Right to decline to repair

Notwithstanding that Customer has accepted Amsys Plc's quote for Services, Amsys Plc reserves the right to decline to repair or provide other Services on Products if the manufacturer's serial number has been altered, deleted, removed or made illegible, or if the Products have been physically, mechanically or electronically altered (whether from the manufacturer's original design and/or specifications or otherwise), or improperly used. Customer will be responsible for transport costs and other expenses incurred by Amsys Plc in returning Products (whether or not serviced) to Customer, including the diagnostic fee referred to in section 1. Amsys Plc will have no further obligation or liability under the relevant Contract.

2.2. Services limited to Apple Products

Services will be conducted only on computer hardware and/or accessory hardware components manufactured by Apple Computer, and will not be provided on any software provided with the Products.

2.3. Customer to remove other attachments

Prior to dispatching any Product to Amsys Plc for Services, Customer must remove all features, parts, options, and attachments, which are not manufactured by Apple Computer or related Apple Computer group companies, or covered by guarantee or warranty by Apple Computer or related Guarantee. If in doubt, Customer should contact Amsys Plc for more detailed information on which components or features of a Product should be removed prior to dispatch to Amsys Plc for Servicing. Amsys Plc will not be liable for any loss or damage to such features, parts, options and attachments, if not removed prior to dispatch to Amsys Plc.

2.4. Customer to back-up

Prior to dispatching any Product to Amsys Plc for Services, Customer must make a back-up copy of all contents on the Product's hard drive or other local drives or data storage media, including any data stored or any installed software. Amsys Plc will not be responsible for any damage to or loss of any programs, data, or other information stored on any media or any part of any Product. Without limiting the warranty and liability exclusions in these Terms, Amsys Plc will not be liable for the consequence of business loss in case of system failure.

3. NO IMPROVEMENTS OR MODIFICATIONS ADDITIONAL TO THOSE QUOTED

Amsys Plc has no obligation to make or implement any improvements or modifications to Products that would affect form or function unless expressly stated in the applicable quote accepted or confirmed by Customer.

4. SPARE PARTS

Parts and components used to repair or provide other Services on Products, will be Apple Authorised parts and, in accordance with Apple Computer policy, may be new or reconditioned. Reconditioned parts will meet the same factory specifications as new parts and will be their functional equivalent. All replaced (ie. defective) parts and components of Products serviced by Amsys Plc, become the property of Amsys Plc and Customers will not be compensated or otherwise credited in respect thereof.

5. WARRANTY

Amsys Plc warrants that Services will be properly performed and the repaired Product will function properly and in accordance with applicable Apple specifications, for 3 months after repair, replacement or other Services (as applicable). This warranty does not apply to a) periodic maintenance and repair or replacement of parts due to normal wear and tear, b) any consumable supplied with the Product, such as batteries or chargeable batteries, c) physical damage to liquid crystal displays, d) damage to or loss of any software programs, data, or removable storage media, and e) any damage resulting from adaptations, changes or adjustments, which may have been made to the Product, without the prior written consent of Apple Computer. Further, this warranty does not cover damage due to the following: a) misuse, including failure to use Products for its intended purpose in accordance with Apple Computer's instructions on the proper use and maintenance, b) installation or use of the Product in a manner inconsistent with technical or safety standards of any country of the European Economic Area and Switzerland in which the Product is used or installed, c) connection to incorrect voltage supply, d) use of the Product in conjunction with third party accessories, products or ancillary or peripheral equipment not authorized or recommended by Apple Computer, e) attempted repair by any party other than by or authorized by Amsys Plc, and f) accidents, lightning, water, fire or any other such cause beyond the reasonable control of Amsys Plc.

6. CLAIMS

6.1. Notification of claims

Any claims regarding improper repair, repair quality, reduced Product functionality, invoices or otherwise related to the Services must be notified to Amsys Plc (at the address and contact details stated above) in writing. Claims must be notified within 7 days of the date of return (after servicing by Amsys Plc) of the affected Product to Customer, or if applicable law imposes a longer, mandatory period, that later period prescribed by law. All complaints not so notified are waived by Customer.

6.2. Remedies

Amsys Plc's sole liability (except to the extent otherwise required by applicable law) for warranty non-compliant Services or Services rendered contrary to these Terms will be (at Amsys Plc's sole discretion) to either re-execute the relevant Services or to replace, or to repair warranty non-compliant parts (if covered by the warranty in section 5 above). Amsys Plc will re-execute warranty non-compliant Services or replace or repair warranty-non-compliant parts, not notified within that stipulated period, only at its sole discretion.

6.3. No other liability

Section 5 states the full extent of Amsys Plc's undertakings and warranties with respect to the Services (including any proven claim that Services were improperly performed) and all other express or implied warranties are excluded (except to the extent otherwise required by applicable law). Amsys Plc's sole obligation and liability for warranty non-compliant Services (including warranty-non-compliant parts and components) or Services rendered contrary to these Terms will be as stated in 6.2 above. Amsys Plc is not responsible for and disclaims (to the extent permitted by applicable law) any and all other direct or other damages (including any transport and other costs and expenses), or liability for loss or damage however caused arising out of the Services. In no event will Amsys Plc be liable for any special, incidental or consequential damages, including loss of profit, opportunity, revenue, or downtime (except to the extent such limitation is prohibited or limited by applicable law).

7. SERVICE FEES

7.1. Amsys Plc's fees

Unless otherwise specified by Amsys Plc in writing, Amsys Plc's then current Service fees, including parts and components prices, will be applied to services, including parts repair or replacement and Customer shall be liable to pay such fees. Fees and prices are subject to change by Amsys Plc at any time without prior notice and such fees and prices shall apply in respect of Services (or parts of Services) rendered (and spare parts allocated) after such change. If Amsys Plc amends fees and prices while a Contract is in effect, Amsys Plc will notify relevant Customer (of that fee or price change) whether by telephone, e-mail or otherwise, and that Customer may cancel the Contract (without liability to Customer or Amsys Plc beyond the Customer's liability to pay for that part of the Services (including payment for spare parts) rendered to the date of notification of cancellation, which shall remain payable by Customer) by written notice to Amsys Plc within 7 days after Amsys's notification of the amended fee or price.

7.2. Sales tax and other charges

Customer will pay any applicable sales, value added, excise, or similar tax in relation to the Products, in addition to the quoted fee or price.

7.3. Transport costs

Customer will bear the cost of transport of Products to and from Customer's pick-up location, and other components of the diagnostic fee referred to in section 1.2. Items in this section 7.3 will be invoiced to Customer. Customer will pay these costs whether or not Customer has declined to accept a quote for Services on those Products, and whether or not Services are conducted on the Products.

7.4. Other costs

Any additional cost or liability incurred by Amsys Plc due to its suspension of Services (further to section 8 or as otherwise permitted in these Terms) or lack of or incorrect instructions from Customer or due to any interruptions or delays attributable to Customer, will be added to the fees and prices

for the Services (whether or not stated on the quote described in section 1.3 above) and paid for by Customer.

8. PAYMENT

8.1 Payment.

Unless otherwise agreed in writing, all payments from Customer to Amsys Plc must be made by credit card or other means specified by Amsys Plc, and in the currency specified in the quote or invoice. Payment must be made within 30 days from the invoice date. Amsys Plc may also require that Customer makes payment of all fees, including diagnostic and transport fees (described in sections 1.2 and 7) and Service fees in full or (at Amsys Plc's discretion) in part prior to Amsys Plc's provision of Services (to the extent permitted by applicable law). To avoid doubt, Amsys Plc has no obligation to (and will not) coordinate Service and other fee payments from Customer insurance providers who actually or allegedly insure warranty, Service and/or other issues with respect to Customer's products. Customer remains obligated to make full payment to Amsys Plc of Service, diagnostic and other fees, and responsible for pursuing (at Customer sees fit) reimbursement of such fees from its insurers, as appropriate.

8.2 Disputed Invoice.

Customer shall raise any invoice dispute within 15 business days of receipt of an invoice and may withhold from payment any invoice which it disputes until such time as the dispute is resolved. Both Parties shall act in good faith to resolve any invoice discrepancies in a timely manner. Where it is agreed that an invoice has been rendered incorrectly, (supplier) shall then issue a credit note for the full amount of the incorrect invoice and a corrected invoice will be submitted for payment. Alternatively, when an invoice is in dispute, the supplier may, at its own discretion re-submit a new invoice for the undisputed items with a due date as per the original invoice. A credit note will be issued for the full amount of the original invoice. Once the dispute has been resolved, a separate invoice will be issued for the amount that has been agreed by both parties.

9. LATE PAYMENT

In case of late or no payment, Amsys Plc reserves the right to assess a finance charge of 1.25% per month as of the due date or the highest finance charge permitted by applicable law, whichever is less.

In case of late or no payment, Amsys Plc also reserves the right to cancel or suspend all Services on all Products for a Customer, and withhold or retain all Products repaired or on which Services were or are to be conducted, if Customer does not make payment when due under any Contract.

10. STORAGE FEES / UNCLAIMED PRODUCTS

10.1. Storage fees

Amsys Plc reserves the right to charge storage fees for a) Products retained by Amsys Plc for non-payment of Services or otherwise from the date payment was due, where payment (including all finance and other charges) has still not been made 60 days after the payment due date, and b) Products sent to Amsys Plc with instructions that Customer will collect Products from Amsys Plc, and the Products are still unclaimed 60 days after a Customer has been notified of a quote.

10.2. Abandoned Products

Amsys Plc reserves the right to treat Products as abandoned, if retained by Amsys Plc more than 6 months (or such other period required by applicable law) after a) the due date for payment for Services, or b) Customer has cancelled the

Contract; or has failed to authorize Amsys Plc to proceed with some or all Services, and has not paid transport or incidental charges for return of the Products to Customer. Abandoned Products will be sold or used and/or proceeds applied at Amsys Plc's sole discretion.

11. SERVICE PERIOD

Periods within which Amsys Plc will complete Services will depend on the service level required (moderate, severe, very severe etc). However (to the maximum extent permitted by applicable law) Amsys Plc accepts no liability for non-completion of Services within any usual or customary Services periods, or Service periods stipulated, estimated or suggested by Amsys Plc staff or otherwise, or other delay in the return of Products to Customer. The return of Products after such time periods, or late return of Products, will not be a basis for cancellation of any Contract by Customer, or basis for reducing the Services fees or prices payable (to the extent permitted by applicable law).

12. TRANSPORT

Amsys Plc may at Amsys Plc's sole discretion, use third party courier companies to collect and transport Products to and from Customers' premises or relevant service centers. In the event that damage or loss of Products occurs during transport, Amsys Plc's sole responsibility shall be to replace the Product with a new or factory reconditioned similar Product of the same or higher specification or repair the damage of the Product that occurred in the event of cosmetic or other moderate-value damages, both at Amsys Plc's sole discretion. Alternatively, at Amsys Plc's sole discretion cash compensation may be offered to the invoice value of the lost Product. If Services have been performed or a quote has been prepared by Amsys Plc in relation to a Product that is subsequently lost or damaged in transit, entitlement to a replacement Product shall be conditional upon the applicable Service fee and diagnostic fee being paid in full by the Customer.

13. CONFIDENTIAL INFORMATION

Customer will not, without Amsys Plc's written consent, copy, reproduce or disclose to any third party any secret or confidential information (including drawings, specifications and financing information) supplied by Amsys Plc to Customer.

14. CUSTOMER CANCELLATION OF ACCOUNT

Amsys Plc may (but is under no obligation to) accept cancellations of Accounts by Customers. Amsys Plc will not in any case accept cancellations unless it receives and accepts cancellations in writing and Customer a) pays Amsys Plc's fees or prices for Services already performed on the Account, including parts and components incorporated into Customer's Product; b) pays for parts and components not yet incorporated into Customer's Product but dedicated to that Product, and c) any other costs which Amsys Plc incurs by reason of Customer's cancellation.

15. NOTICES

Any notices or other communications required or permitted under these Terms will be in writing and sent by personal delivery, prepaid post, by facsimile or by email. Notices and communications are considered received: 1) If sent by courier or other personal delivery mode, on the date of personal delivery to the addressee's place of business or residence, last notified by the addressee; or 2) if sent by post, 5 days after the date of registered posting (by airmail, delivery receipt requested) to the addressee's place of business last notified by that addressee; or 3) if sent by facsimile or email, contemporaneously with facsimile transmission to the facsimile number last notified by the addressee, with the receipt of the appropriate transmission contact report.

16. PROPER LAW AND OTHER

These Terms are to be interpreted under United Kingdom Law. If any term is declared void or unenforceable by a court of competent jurisdiction with respect to particular circumstances, that provision will remain in full force and effect in all other circumstances. If any term is declared entirely void or unenforceable by a court of competent jurisdiction all other provisions of these Terms will remain in full force and effect. Customer may not without Amsys' s prior written consent assign all or any of its rights under any Contract.