

Terms and Conditions of Supply (Print, Copy and Scan Control Resellers)

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iTS:Print·Copy·Scan 



TERMS & CONDITIONS OF SUPPLY

Definitions

“Supplier” or “we/our” refers to Info Technology Supply Limited, a company registered in England and Wales with company number 2230502, and VAT number GB 529 011 667 located at 2 Hobbs House, Harrovia Business Village, Bessborough Road, Harrow, HA1 3EX, England, United Kingdom.

“Reseller” or “Customer” refers to the company ordering products and services from the Supplier for resale to their own customers who are referred to herein as the “End-User”.

“Product” refers to the software (“Software”), hardware, maintenance and or installation services supplied to the Reseller by the Supplier.

Supplier agrees to supply Product to Reseller and Reseller agrees to pay Supplier for product on the terms set out below. Where below Reseller is obliged to notify its customers/End-Users of particular obligations Reseller undertakes to ensure this is done and it is responsible for ensuring compliance by its End-Users. As provided below End-Users of Software will also be subject to the Software Licensor’s end user licence agreement.

The Reseller agrees to refer to itself as a “reseller” of the Supplier and “reseller” of the Product and shall not claim in any advertising, marketing, contracts and in writing, on line, verbally in meetings or otherwise to be the Supplier or its employee or director, nor that it is part of the Supplier’s group nor a division of the Supplier nor an agent of the Supplier nor that of any software licensor or supplier to the Supplier. In cases of doubt the Reseller shall submit its marketing materials to the Supplier in advance for approval to ensure compliance with this requirement.

Hardware Warranties

1. For any supplied hardware items an initial twelve months warranty applies from the date of supply or the date of installation where installed by the Supplier for new units and three months for refurbished units, unless otherwise stated on a valid order confirmation received from the Supplier. Onsite hardware support is only provided as standard for hardware terminals (excluding USB card readers and Fast Release Terminals), value loaders and kiosks, solely where the Customer is located on the UK mainland and is provided only where the Supplier has installed the Product.
2. Where the Reseller, End-User or any other third-party has installed the Product or the Product was purchased on a supply only basis the Supplier can only guarantee that the Product has left the Supplier’s premises in working order and any support will be provided solely on a “Return to base” basis. Under this arrangement the Product will be sent to the Supplier at the sole cost of the Reseller for initial evaluation and remedy and where appropriate, or our standard out of warranty call out charge will apply.
3. The Supplier will maintain the Product’s hardware components (where supplied) for a period of one year following the installation or supply of the Product by the Supplier. After the initial one-year period, or where an extended warranty has been previously purchased, it will be possible to purchase an extended warranty to cover the subsequent twelve-month period if required. However, the Supplier reserves the right not to offer this service based on the age of the Product, its reliability and or the availability of replacement units or spare parts. Hardware maintenance does not cover upgrading the product to support new coins, notes or currencies that may enter into circulation in the given territory. Where new coins, notes or currencies are introduced the Supplier can attend site to reprogram the product or fit new coin or note readers as required or the Customer/Reseller may ship the product or its coin or note readers as applicable to the Supplier. The reprogramming, replacement or upgrade of the product and/or its coin and note readers to support new coins, notes and currencies is a chargeable service which is not included under hardware maintenance.
4. The Supplier reserves the right not to offer support for the Product or replace or repair the Product where there is reasonable evidence that the Product has been accidentally or intentionally damaged or used for anything other than its intended purpose.



5. In cases where the Supplier has attended site, at its own expense, during any applicable warranty period it reserves the right to charge its standard out of warranty call out charge if there is reasonable evidence that the Product has been accidentally or intentionally damaged, disabled, misconfigured or used for anything other than its intended purpose. All charges are from Supplier to Reseller. Reseller is responsible for ensuring it recovers any charges from its own customers – End-Users.
6. After the initial twelve-month period where the provision of an extended warranty has not been retained by the Reseller the Supplier does not undertake to guarantee the suitability or performance of any equipment or system provided or provide support for the Product supplied.
7. Where value loaders, kiosks, card dispenser or change machines have been supplied it is the responsibility of the Reseller and/or the End User to investigate and clear coin, note and card jams, replace receipt printer paper, where supplied, and clear jammed receipts and cooperate with the Supplier's Technical Support personnel regarding these matters when requested to do so.

Software and Technical Support

8. Technical Support from the Supplier is available during the Supplier's office hours (09:00 – 17:30 GMT/BST Monday to Friday excluding British public holidays that apply in England) only. These hours remain the same where the Reseller and or End-User are situated outside the United Kingdom within a different time zone.
9. Technical Support (hotline and remote support) covers software issues relating to the Product supplied by the Supplier and the provision of support services to help the Reseller and or End-User resolve any technical / functional issues with the Product. Such support services are provided by telephone, email and remote access only, any onsite support services are chargeable at the Supplier's standard daily rate, as outlined in the latest ITS Print and Copy Control price list.
10. Software and Technical Support covers the standard features of the Product supplied only. Any bespoke development work including the writing of scripts is chargeable as is the installation or configuration of the underlying print/IT infrastructure, pricing to be agreed after a statement of work has been agreed.
11. The Supplier will support the Product's software components (where supplied) solely during the period covered by the Product's software maintenance (otherwise known as Premium Upgrade Assurance). Software maintenance can be purchased for up to five years at a time and extended thereafter. Where software maintenance has lapsed or was never taken the Supplier will not support the Product's software components.
12. Where software maintenance has lapsed or was never taken it will not be possible to add additional software items or components to the Product until software maintenance has been reinstated.

Technical Support Response Times

13. Critical
Critical is the most serious category, assigned to an incident if there is a system outage or the Customer is required to turn off access to the system due to a major system failure.
Response within 2 hours of notification by Customer to Supplier during ITS opening hours.
14. Urgent
Urgent incidents involve any issue that prevents the software from providing its core capabilities as described in this agreement.
Response within 3 hours of notification by Customer to Supplier during ITS opening hours.
15. Routine
Routine incidents involve all issues that are not critical or urgent.
Response within 4 hours of notification by Customer to Supplier during ITS opening hours.



Installations and Shipping

16. Unless stated our installation price covers one visit to site to install the supplied software and or attach/re-attach any supplied hardware to the new printer, multi-function device or photocopier only. If we are required to detach the device from an outgoing printer, multi-function device or photocopier, either on the same visit or in advance of the outgoing photocopier's removal, we reserve the right to make an additional charge.
17. We do not agree to schedule any installations without first receiving a valid purchase order from the Reseller, having received into stock any required hardware items and having been given a sufficient description of the installation work required by the End-User.
18. We do not agree to schedule any installations to take place on the same day as any expected printer, multi-function device or photocopier delivery, as there may be unexpected delivery or commissioning issues with these devices. We will attend after we have received confirmation from the Reseller that the printer, multi-function device or photocopier and any required manufacturer-side licensing or interface have arrived on site and have been commissioned successfully. We would be obliged if you could manage the End-User's expectations accordingly – please do not promise that we will attend on the same day. Customer satisfaction is our priority and we draw your attention to this point to avoid misunderstandings and subsequent disappointment.
19. We politely ask that you give us as much advance notice as possible of the required delivery date, in order that we may allocate resource in good time. We cannot guarantee to attend any appointments where adequate notice has not been given.
20. Where additional manufacturer interfaces or licensing is required in order to run any embedded or on-board software or attach control equipment, it is the responsibility of the Reseller to obtain these on behalf of the End-User. These are approved parts, available directly from the manufacturer and the Supplier does not have access to such items. We advise that these items should be installed by the Reseller or the manufacturer's trained technician, however if we attend site and are required to install any additional interfaces, we reserve the right to make an additional charge. Please note the Supplier cannot guarantee that it has the ability to install such interfaces or licensing components.
21. Any prices quoted, unless stated otherwise, cover one visit to the site to complete the work detailed in any quotations provided. We will use our reasonable endeavours to complete the job on one visit, however if we attend site and cannot carry out the installation due to any reason outside of our control, our standard call out rate will be charged, plus a further charge will be payable to return and complete the installation if so required.
22. Please note that where an installation date has been agreed and scheduled between the Supplier and the Reseller, failure to notify the Supplier in writing, preferably by email, of cancellation for any reason at least five working days prior to the scheduled visit will result in a missed call out charge, charged at our standard call out rate or the cost of any reasonable, non-refundable travel and accommodation expenses, whichever is the greater. All other cancellations, regardless of the notice period provided, will incur the cost of any non-refundable travel or accommodation expenses where so incurred by the Supplier.
23. Please note that health and safety regulations prohibit our engineers from ascending ladders to run cables, or carrying out any drilling or physical alterations to walls, floors or ceilings or printers. The Supplier is also prohibited for warranty reasons and possible contractual reasons from drilling into or making any physical alterations to printers, multi-functional devices or photocopiers. We would be obliged if you could advise your End-User accordingly to avoid any misunderstandings and so that they can make any necessary arrangements with their estates department or facilities management group.
24. Where control hardware is being supplied please ensure that one fully working power outlet socket per unit is made available where required, not more than 150cm away from the required site of the equipment. An additional network point will also be required where biometric readers, kiosks or value loaders are being supplied.



25. Please note that we may require access into the service menu area of the printer, multi-function device or copier in order to carry out work. If the device is password-protected with passwords or access codes, it must be unlocked by the Reseller or End-User upon our arrival.
26. Any advice provided by Supplier regarding the compatibility of printers, multi-function devices or photocopiers with embedded or on-board software or regarding the interfaces/cables required to connect control hardware is provided in good faith and is based solely on the limited information that we have from the various printer and copier manufacturers and previous installations. We are unable to accept responsibility if any recommended interfaces or cables are not suitable for the models that you are supplying or those in situ at the End-User site or if devices are unable to run the supplied embedded or on-board software. We strongly recommend that compatibility is confirmed with the manufacturer as printer, multi-function device and copier specifications are subject to change.
27. In the event that the Reseller is unable to complete an installation of the Product and as a result requires the installation and consultancy services the Supplier reserves the right to charge for any such professional services provided.
28. Unless otherwise specified, the quotation does not include postage and packaging or shipping costs, which will be added at the prevailing rate as indicated in the current ITS Print and Copy Control price list where applicable.

General

29. We reserve the right to review any proposed configuration and/or costs should the Reseller or their End-User wish to change the content of the project from that specified within any quotation previously provided or order received. The Supplier also reserves the right to change the configuration where such changes would benefit and enhance the project as a whole. Where such configuration changes are made the Supplier will make all reasonable endeavours to communicate such changes to the Reseller. All change requests received from End-Users by the Supplier must be confirmed by the Reseller as the Supplier's contract is with the Reseller not End-User customers of the Reseller.

Refunds and Cancellation Policy

30. Once an order has been placed there is no automatic right to cancel. The contract for supply of Products by Supplier to Reseller is between those parties. The Reseller is solely responsible for its contract with its customers – End Users.
31. The Supplier offers trial licensing to accommodate software evaluations prior to orders being placed and therefore you acknowledge that no assurances have been made, either orally or in writing, which offer to provide a test or evaluation period after an order has been fulfilled.
32. Amendments can be made to the software licence supplied only within 28 days of the date of the order being accepted by the Supplier, solely where permitted by the relevant licensor of software to the Supplier ("Software Licensor"). The Supplier reserves the right to charge a fee as outlined in its latest price list for amending licences, where such a fee is in turn imposed by the Software Licensor.
33. The Supplier will accept the return of any unrequired hardware item which the Supplier normally holds in stock only within 28 days of the date of the order being fulfilled by the Supplier. Any returned item must be received in a resellable condition with its original packaging intact including screen protectors where relevant. Where a returned item is accepted by the Supplier a credit note will be issued minus a 20% restocking fee.
34. The Supplier will not accept the return of any non-stock item that was especially ordered by the Supplier for any given order, nor will it accept cancellation of an order where a non-stock item has already been procured by the Supplier other than for defective Products where required by law.
35. The Supplier will not accept the return of any bespoke manufactured items including, but not limited to kiosks or custom printed cards, nor will it accept cancellation of an order where the production of a bespoke manufactured item has commenced other than for defective Products where required by law.



36. Where any hardware item is returned to the Supplier it is the sole responsibility of the Reseller to cover the cost of any return shipping or postal services.

Payment

37. Our charges are as set out in the latest price list which is issued at least bi-annually, typically in January and July of each year. All fees are paid upfront unless credit terms have been agreed.

38. Where the Supplier has not provided a credit account to the Reseller we will require advance payment to be made before processing any orders. Please issue a formal purchase order and we will return a pro forma invoice for payment. Some extra lead time will need to be factored in to cover this. Alternatively, companies resident in the United Kingdom may make payment by credit or debit card, with the exception of American Express.

39. Where the Supplier has provided a credit account to the Reseller payment is due within strictly 30 days of the issuance of the appropriate invoice by the Supplier.

A credit application form is contained at the end of this document for those who wish to apply for a credit account.

Title, Intellectual Property Rights and Liability

40. All Software supplied is protected by international copyright laws and other intellectual property rights. The owner of these rights is the relevant Software Licensor. All product and company names and logos contained within the Software are the trademarks, service marks or trading names of their respective owners, including us. The Reseller shall not register the Supplier's name or its licensors' names or product names as registered trade mark, domain name or limited company names nor any similar such names. You must not remove any copyright or other notice on the Software nor use it otherwise than strictly as provided in any relevant Software Licensor EULA and these terms. All restrictions in such EULA apply too. If the Supplier undertakes any custom development or other bespoke work, software or documents or otherwise the Supplier retains ownership of all intellectual property rights in such works which then become part of "the Software" and the Reseller (and any End-User) is licensed to use such works on a non-exclusive and non-transferable basis with no rights to sub-license nor commercialise/exploit such works,

41. Although we seek to ensure the Product supplied is of satisfactory quality, we limit our liability to the fullest extent permissible by applicable law to the price you pay for the Product and its use is subject to these terms in addition to any applicable EULA which is also incorporated into this agreement between you and us. We also exclude liability for all consequential loss, loss of profit, revenue, goodwill, business reputation and other similar losses. However, nothing in these terms excludes our liability for death or personal injury caused by our negligence nor for fraud.

42. Title of any other goods supplied such as hardware and any part thereof remain the property of the Supplier until such time as full payment has been received by the Supplier. Supplier reserves the right to enter Reseller's premises to recover such goods for which payment has not been made when due.

Terms, No Cancellation, Law and Jurisdiction

43. You place all orders with us subject to the terms outlined within this agreement. Once an order has been accepted by us it may not be cancelled. The terms outlined herein are subject to English law and you accept that any disputes will be heard in the English courts.

Confidentiality, Non-Competition and Data Protection

44. The source code of the Software is confidential information of Software Licensors and Reseller shall not (and shall ensure its End-Users shall not) reverse engineer or decompile the software otherwise than is permitted by applicable law. All confidential information about the Product and the Supplier and its business, all price quotes and any other details contained in a quotation and other trade secrets and any information about customers and licensors/suppliers other than that in the public domain is confidential information and must be kept confidential and shall only be used as necessary



to use Products as envisaged under this Agreement. In particular but without limitation, you undertake not to supply any such confidentiality information including prices and quotations to our competitors. For the duration of this Agreement and for 6 months after it ends you undertake not to take supplies of the Software from our suppliers, competitors or their suppliers.

Reseller shall ensure that it has full consent or full rights to pass any personal data about End-Users or their staff and confidential information about End-Users (together “Confidential Data”) before passing it to Supplier both under any contracts between Reseller and End-Users and under the law of confidentiality/trade secrets and data protection legislation of the UK (including the Data Protection Act 2018, UKGDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2002 and EU (including the ePrivacy Directive and the General Data Protection Regulation) as such laws may be amended from time to time. In particular but without limitation by entering into this Agreement Reseller gives Supplier permission to move Confidential Data outside the UK and outside the EU/EEA as constituted from time to time and shall ensure it obtains such permission from End-User customers of Reseller. In practice this personal data is only a reasonable quantity of personally identifiable data about Reseller and End Users in order to enable the Supplier to process orders from the Reseller and to provide support. We may ask you to show us consents you have obtained from End-Users on request and you should keep copies of these for future reference

The Supplier is registered with the UK Information Commissioner’s Office (ICO) under data protection registration number A8251592.

Acceptance

- 45. Submission of a purchase order and/or payment indicates acceptance of all of the terms and conditions set out within this document.

