

WP_002 System Warranty Policy

Introduction

This document sets out the Company's policy in relation to the provision of system warranty. This Limited Warranty applies to physical goods, software functionality and configuration works for systems that have been commissioned by Acquisitions Systems Ltd, also trading as Pharmagraph (hereafter referred to as ASL). This system warranty supersedes any individual product warranty for those constituent products that make up the completed system covered by this warranty policy.

System Definition

A 'system', in respect to this warranty policy, refers to an enVigil monitoring system. It includes the enVigil software supplied and licenced by ASL, the system server(s) and other PCs, the supporting panel hardware and the measurement instrumentation that is connected to and reports into the enVigil software.

Warranty Period

Unless agreed specifically on the system quotation the warranty period for any system purchased from ASL will be 12 months from the date of handover. This date can be evidenced by qualification documents. Storage and maintenance of project qualification documents is the responsibility of the system owner, not ASL. ASL cannot be held responsible for failure to provide or supply evidence of the system handover date.

Extended system warranty can be agreed or purchased at the point of purchase and in these cases the same start date will be used but the length of the warranty can be increased to 18 or 24 months. The increased term will be stated specifically on the system quotation.

Once system handover is completed, ASL will issue a warranty contract that states the period of cover and the obligations of all parties throughout the warranty period. This warranty contract is equivalent to the 'Bronze' level of service and support cover available for systems by ASL but there is no limit to the number of callouts during the product term. Exemptions apply where callouts are required due to misuse or where 3rd parties are at fault.

Warranty Terms and Conditions

Warranty claims can only be made by the entity that made the purchase directly from ASL and proof of purchase may be required as evidence to support a warranty claim. To qualify for an ASL system warranty a system must have been purchased from and qualified by ASL directly. If the system qualification was carried out by a reseller, distributor, OEM partner or alternative systems installer then ASL are not responsible for the provision of technical support and fault investigation of this system. Product warranty may still apply to constituent parts of the system if applicable under the terms of the ASL direct sales warranty policy.

No 3rd party claims can be made from entities that have acquired ASL products or assumed ownership of enVigil systems through resellers or via any other means of ownership transfer.

ASL reserve the right to refuse a warranty claim if there is evidence of misuse or damage to any product or if the qualified state of the system has been compromised by wilful or unwitting

misconfiguration of the enVigil software or the environment (Server, OS and network) that it relies upon. Where expenses have incurred by ASL in the investigation or rectification of any fault that is subsequently determined to have been caused by misuse, then ASL reserve the right to charge appropriately to cover those expenses. Failure to settle any charges may result in the suspension or cancellation of the system warranty.

Systems sold by ASL are not rented or loaned so the system owner has full responsibility for the storage and security of the system data. ASL cannot be held liable for the loss of any system monitoring data. In the event of data loss, every step will be taken to retrieve any data that is available, but this cannot be guaranteed.

Making a Warranty Claim

All claimants should direct their enquiry to the ASL Support department who can be reached using the details below.

Email - support@pharmagraph.co.uk

Phone - +44 1252 863123

To process a claim, it will be necessary to provide details of the system in question which will include but is not limited to the following: system identifier, claimant company details as well as a detailed description of the perceived fault with the system.

All reasonable steps will be taken by ASL product support experts to resolve the issue without necessitating the return or replacement of any products. If a return or replacement of any part is necessary, then ASL logistics will arrange for the product. Claimants are not to organise the return of products themselves. Returning products back to ASL without direction from ASL logistics will lead to delays in claim resolution and import/export of returns or replacements. ASL support will issue a unique report number which will be referenced on all associated documentation and correspondence.

If a callout is required in the diagnosis and resolution of any system issue it is the responsibility of the system owner to arrange for access to any part of the system that may be deemed necessary to investigate. ASL reserve the right to remove parts of the system for further investigation if it is deemed necessary or for equipment that cannot be repaired in the field.

More information

If you have any queries regarding the ASL warranty policy or you have any queries relating to a product purchased from ASL and how the policy applies to this device then contact your sales representative or sales@pharmagraph.co.uk.