

iRepair Systems Ltd Repair 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 iRepair Systems ("iRS") Ltd. 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.

1.2. Data Backup

The Customer is liable for any data loss. Neither iRS, nor its employees, shall be deemed responsible for any loss or corruption of data held on the customer's computer or attached devices. **iRS strongly recommend to the Customer to back up their data prior to bringing their unit in for repair.**

Should the Customer request iRS to conduct a back-up on their behalf, it is done without any prejudice. Any data lost will not be the responsibility of iRS or its employees. iRS will levy a fee for this service (rates depend on the type of backup required).

1.3. Diagnostic fees

iRS charges the Customer, and the Customer shall be liable to pay, a diagnostic fee. This diagnostic fee represents work and services incurred to 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 diagnostic fee is chargeable and payable by the Customer whether or not the Customer ultimately instructs iRS to Service the relevant Product.

1.4. Quote by iRS

iRS will only provide Services to the Customer if or (at iRS's discretion) to the extent that; iRS issues a written quote; Customer accepts this quote (in writing within the validity period); by signing and returning this quote to iRS. The quote will include the Service price, parts/components replacement or repair estimate, and other terms specific to the Customer's Services requirements.

All quotes are only valid for 7 working days. If the Customer fails to communicate its acceptance of a quote (in writing) within that period, iRS may assume that the Customer has rejected the quote. iRS 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, iRS reserves the right to suspend the Services and submit a revised quote. If the Customer accepts such a revised quote it shall take the place of the original quote. If the Customer does not wish to proceed on the basis of the revised quote, the Customer may be liable to pay for the Services and parts rendered by iRS to the date of the revised quote.

2. RESERVATIONS AND REQUIREMENTS

2.1. Right to decline to repair

Notwithstanding that the Customer has accepted iRS' quote for Services, iRS 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.

If iRS has decided to repair the product, the Customer will be responsible for transport costs and other expenses incurred by iRS in returning Products (whether or not serviced) to the Customer, including the diagnostic fee referred to in section 1.3 iRS 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 iRS for Services, the 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, the Customer should contact iRS for more detailed information on which components or features of a Product should be removed prior to dispatch to iRS for Servicing. iRS will not be liable for any loss or damage to such features, parts, options and attachments, if not removed prior to dispatch to iRS.

3. 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 iRS, become the property of iRS and Customers will not be compensated or otherwise credited in respect thereof.

4. WARRANTY

iRS 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 iRS, and
- f) accidents, lightning, water, fire or any other such cause beyond the reasonable control of iRS.

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 iRS (at iRS registered address) in writing. Claims must be notified within 7 days of the date of return (after servicing by iRS) of the affected Product to the Customer, or if applicable law imposes a longer, mandatory period, that later period prescribed by law. All complaints not so notified are waived by the Customer.

6.2. Remedies

iRS'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 iRS'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). iRS 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 iRS'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).

iRS'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. iRS 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 iRS 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. IRS' fees

Unless otherwise specified by iRS in writing, iRS's current Service fees, including parts and components prices, will be applied to services, including parts repair or replacement and the Customer shall be liable to pay such fees. Fees and prices are subject to change by iRS 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 iRS amends fees and prices while a Contract is in effect, iRS will notify the Customer (of that fee or price change) whether by telephone, e-mail or otherwise, and that the Customer may cancel the Contract (without liability to Customer or iRS 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 iRS within 7 days after iRS' notification of the amended fee or price.

7.2. Sales tax and other charges

The 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

The Customer will bear the cost of transport of Products to and from the 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 the Customer. The Customer will pay these costs whether or not the 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 iRS due to its suspension of Services (further to section 8 or as otherwise permitted in these Terms) or lack of or incorrect instructions from the Customer or due to any interruptions or delays attributable to the 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 the Customer.

8. PAYMENT

8.1. Payment.

Unless otherwise agreed in writing, all payments from the Customer to iRS must be made by credit card or other means specified by iRS, and in the currency specified in the quote or invoice. For the Customer who has an agreed account, payment must be made within 15 days from the invoice date.

iRS may also require that the 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 iRS' discretion) in part prior to iRS' provision of Services (to the extent permitted by applicable law).

To avoid doubt, iRS has no obligation to (and will not) coordinate Service and other fee payments from the Customer insurance providers who actually or allegedly insure warranty, Service and/or other issues with respect to the Customer's products.

The Customer remains personally obligated to make full payment to iRS of Service, diagnostic and other fees, and the Customer is responsible for pursuing (as the Customer sees fit) reimbursement of such fees from its insurers, as appropriate.

8.2. Disputed Invoice.

The Customer shall raise any 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, (iRS) 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, iRS may, at its own discretion re-submit a new invoice for the un-disputed 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, iRS reserves the right to levy a finance charge of 1.25% per month of the outstanding balance, as of the due date or the highest finance charge permitted by applicable law, whichever is less.

In case of late or no payment, iRS also reserves the right to cancel or suspend all Services on all Products for the Customer, and withhold or retain all Products repaired or on which Services were or are to be conducted.

10. STORAGE FEES / UNCLAIMED PRODUCTS

10.1. Storage fees

iRS reserves the right to charge storage fees for:

- a) Products retained by iRS 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 iRS with instructions that the Customer will collect Products from iRS, and the Products are still unclaimed 60 days after the Customer has been notified of a quote.

10.2. Abandoned Products

iRS reserves the right to treat Products as abandoned, if retained by iRS more than 6 months (or such other period required by applicable law) after:

- a) the due date for payment for Services, or
- b) the Customer has cancelled the Contract; or has failed to authorize iRS to proceed with some or all Services, and has not paid transport or incidental charges for return of the Products to the Customer.
- c) Abandoned Products will be sold or used and/or proceeds applied at iRS's sole discretion.

11. SERVICE PERIOD

Periods within which iRS will complete Services will depend on the service level required (moderate, severe, very severe etc). However (to the maximum extent permitted by applicable law) iRS accepts no liability for non-completion of Services within any usual or customary Services periods, or Service periods stipulated, estimated or suggested by iRS 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 the Customer, or basis for reducing the Services fees or prices payable (to the extent permitted by applicable law).

12. TRANSPORT

iRS may at iRS's sole discretion, use third party courier companies to collect and transport Products to and from Customers' premises or relevant service centres. In the event that damage or loss of Products occurs during transport, iRS' 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 iRS's sole discretion.

It is the customer's sole responsibility to ensure that any items that is collected is appropriately packaged. iRS withhold the right to decide what is deemed appropriately packaged.

Alternatively, at iRS' 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 iRS 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

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

14. CUSTOMER CANCELLATION OF ACCOUNT

iRS may (but is under no obligation to) accept cancellations of Accounts by the Customer. iRS will not in any case accept cancellations unless it receives and accepts cancellations in writing and the Customer

- a) pays iRS' fees or prices for Services already performed on the Account, including parts and components incorporated into the Customer's Product;
- b) pays for parts and components not yet incorporated into the Customer's Product but dedicated to that Product, and
- c) any other costs which iRS incurs by reason of the 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:

- a) 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
- b) 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
- c) 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. The Customer may not without iRS's prior written consent assign all or any of its rights under any Contract.