

## **TERMS & CONDITIONS**

The following Terms and Conditions apply to the purchase of products and services from Purple-I Ltd. By placing your order (online, by telephone, email, fax or in person), you agree to be bound by these terms and conditions, which constitute the entire agreement between you and us regarding the products and services purchased. In these terms and conditions, "we", and "us", and "Purple-I" means "Purple-I Ltd Consumer Products Ltd" and "you" means the customer. You represent t us that you are at least 18 years of age and you are making the purchase for business purposes. If you are a private individual ("a consumer"), you must first Contact Us to obtain, sign and return our Terms & Conditions for Consumers before placing an order.

## Terms of sale

- 1. 50% Payment required on order and balance to be paid before delivery unless otherwise agreed. An order is deemed to have been placed on the date we receive the order with cleared payment.
- 2. Failed deposit payment will incur a £50 admin charge and will delay delivery of goods until new payment is issued and cleared.
- 3. If you take the 2YC finance option you are required to make a £750 holding deposit per contract. A personal guarantee (PG) form must be signed with Proof of ID and address to approve 2YC finance credit.
- 4. A confirmed order cannot be cancelled once we bank the cheque or a credit card payment is taken and purchase the required hardware or software. If a credit given, including 2YC finance option, full outstanding invoice will be claimed if two or more instalment payments are defaulted.
- 5. All finance lease options require monthly software activation which will be given subject to receiving cleared funds for that month's instalment payment. Payments are due on the 1st of each month. Should a payment fail, the software will be automatically deactivated on the 10th of that month.
- 6. Failed payment(s) after delivery will incur a £50 administration fee and if new payment is not received within 10 working days of notification, your details will be passed to a debt collection agency and you will be liable for the full outstanding balance plus debt collection agency fee (usually 10%-15% plus VAT). Furthermore, if legal action is required then you will be also liable for the full legal fee including court cost with interests in accordance with the Late Payment of Commercial Debts (Interests) Act 1998.
- 7. We do not warrant the suitability of the goods for any particular purpose. You are responsible for checking the suitability of the goods for your intended use before you make a purchase. If you require a specific feature or any specific functionality from a product, please check our published specification or consult our Customer Service Team or the manufacturer and ask for written confirmation to satisfy yourself it will meet your requirements before placing your order. We cannot accept returns where you have made incorrect assumptions about the features or functionality of a product.
- 8. Caller-ID Adapter (if purchased) requires a standard analogue telephone line and you will need to enable caller id with your service provider
- 9. Software Restrictions. Licensee shall not modify, copy, duplicate, reproduce, license or sublicense the Software, or transfer or convey the Software or any right in the Software to anyone else without the prior written consent of Purple-I Ltd; provided that Licensee may make one copy of the Software for backup or archival purposes.
- Software License (Premium Professional Version)
   Purple-I software is sold on a per device license basis. Our full version Software License fees are £14.95+VAT per week and includes free basic support cover.
- 11. Software license (Express Basic Version)

  Purple-I software is sold on a per device license basis. The software license for express is FREE for life subject to subscribing to a basic ongoing support contract.
- 12. Purple-I RMS Features for Premium vs Express versions are listed on our website and can be viewed by link www.purplei.co.uk/software.html

# **Support Contract**

- 13. The price for the basic Ongoing Support Contract is £30 +VAT per month per device (terminal /tablet/server). If the customer is paying monthly for the support and cancels this midterm then the account will be placed on hold and access to the platform will be restricted until the payments continue.
- 14. Support is only available if you have broadband internet on the premises and only for the period specified on your order confirmation.
- 15. Support includes telephone support for software and remote connection support via internet. (Please note that if we are unable to connect via the internet, we may be limited to providing telephone support only.)



- 16. Any problems which cannot be resolved remotely, the customer will have the option to return the system or part of the system to Purple-I for repair, alternatively if the problem is hardware related the customer can send the relevant product back to the manufacturer (details will be provided on request)
- 17. Should the customer require an onsite visit by an engineer within the support period due to a fault which cannot be resolved remotely, we will give 50% discount on current call-out fee at (£395+Vat) plus travel expenses (0.40p per mile).
- 18. Purple-I support is offered between the hours of 11am to 8pm, Mon-Sun. Limited support are available during weekends & bank holidays.
- 19. Customers are required to call the support line 0845388 1971 or 020 8523 6200 for any support related enquiries. In the event we are not able to take your call, please leave a message on our answering service or email support@pit.uk.com and one of our engineers will call you back ASAP. Calls to personal mobile numbers of staff members will not be accepted for support calls.
- 20. Purple-I support does not cover any failure of third-party software such as MS windows, TeamViewer, Any Desk and Antivirus
- 21. Purple-I support does NOT cover any faults or damage caused by accident, misuse, fair wear and tear, neglect and tampering with the product.
- 22. Purple-I support does NOT cover any faults with your local area network (fixed and WIFI), we are not responsible for maintaining and supporting this although guidance will be given where possible. For WIFI network the customer is responsible to ensure that the network is in working order and trouble shoot any network issues using the manuals provided with the WIFI router.

#### **Installation & Training**

- 23. It is the customer's responsibility to provide adequate power points, network and telephone sockets within close proximity to where the system and its associated peripherals are located.
- 24. Customer is responsible for arranging any network cabling prior to the system installation.
- 25. Once installation is complete, the customer is responsible for checking that all items have been delivered and all systems are in working order.
- 26. Our installation and training fee is £395+VAT and plus travel expenses (0.40p per mile).
- 27. Customer must ensure all relevant personnel are present on the day of installation for training.
- 28. Once we have agreed a date and time for installation and any third-party bookings have taken place you will not be able to cancel that appointment.
- 29. We reserve the right to cancel any agreed installation appointments which result from circumstances beyond our control.

## Warranty

- 30. All hardware is provided with 12 months manufacturer's return to base warranty unless otherwise stated (this excludes peripheral devices such as cables, mouse and keyboards)
- 31. Extended warranty for 3 years is available for an additional £299.00 per complete solution. (This warranty only covers the hardware of the product)
- 32. Any hardware faults must be reported to Purple-I in the first instance, if fault cannot be resolved over the phone, you may be required to send the faulty item to the manufacturer (details will be provided by the support engineer)
- 33. You will NOT be provided with replacement hardware unless you have purchased additional warranty cover to protect against such incidents.
- 34. The warranty shall only apply to faults which are due to inferior workmanship or materials. It does NOT cover faults or damage caused by accident, misuse, fair wear and tear, and neglect or tampering with the product.
- 35. The warrantee does not cover carriage costs
- 36. Purple-I will not be liable for any losses incurred due to the failure of any part of the system, either software or hardware
- 37. If your hardware is out of warranty, a service charge list with the cost of repair may be provided to you, which you may accept or reject. If you accept then an invoice will be provided and will need to be paid before the work is completed.
- 38. We reserve the right to make changes to these terms and conditions where necessary