

SCAN COIN Ireland Limited : Terms of sales and service.

All orders for equipment or service will be provided in accordance with the SCAN COIN Ireland Limited standard terms and conditions, as shown in our standard Sales and Service Agreement. The terms and conditions from this agreement are shown below for your information. We SCAN COIN Ireland Limited Bracetown Business Park, Clonee, Co Meath agree with _____ of _____ to the following terms and conditions:

Part A - terms of service

Under this Agreement we will provide service on all the items of the Equipment listed in the Service Schedule. Clauses 1 to 6 apply to the provision of service.

1 Service

1.1 In consideration of the payment by you of the service charge (charges) in accordance with clause 2 of this agreement below, we will service the Equipment for a minimum period of 24 [if 24] months (or as otherwise stated in the service schedule) from the date we sign this Agreement and subsequently unless this Agreement is terminated in accordance with clause 6.1 or 6.2

1.2 We will service the Equipment to prevent a fault arising or if a fault occurs, even though the Equipment and it has been used properly. We will also provide spare parts and items that need replacing and a range of consumables.

1.3 Service does not include:

- (a) work needed because you have not used, stored or handled the Equipment properly, or because you have not followed these terms and conditions or our instructions for the Equipment;
- (b) work needed on a bank or public holiday;
- (c) work needed before 9am or after 5.00pm Monday to Friday unless we agree otherwise in writing;
- (d) work needed because you have used replaceable items and materials which are not approved by us;
- (e) work needed because you connected other fittings or accessories which we haven't approved to the Equipment;
- (f) work needed because of any malfunction or specific requirement of any other item of the Equipment or software which you have linked to our Equipment and which was not supplied by us for this purpose.

A schedule of our current service charges for the Equipment is attached to this Agreement.

2 Service Charges

We will invoice you for the service charges in one of the following ways :

2.1 Annually in advance. Payment to be made in accordance with terms on the invoice.

2.2 Quarterly in advance. Payment to be made by Direct Debit on Invoice

2.3 Monthly in advance. Payment to be made by Direct Debit on invoice

Any other invoicing and payment terms must be agreed by SCAN COIN Limited in writing before contract commences.

3 Service Charge Adjustments

We will adjust our service charges annually, on the anniversary of the date we sign this Agreement, by any percentage increase in the Index for the base month, against the Index for the same month in the previous year. For these purposes "the Index" is the General Index of Retail Prices (All Items) and "the base month" is two months before the anniversary of the date we sign this Agreement.

4 Location

4.1 You agree to ensure that the premises in which the Equipment is installed in are suitable and in good condition in accordance with our instructions on the working environment for the Equipment.

4.2 You agree to tell us in writing if you intend to move the Equipment. This is so that we can update our service records. If the Equipment is moved to another location and this makes it more difficult, or more expensive, for us to service it, then we reserve the right to cancel the agreement and to re-negotiate the basis on which our service is provided.

5 Inspection

You agree to let our service technician or authorised representative into the premises where the Equipment is installed during your normal working hours to inspect, repair and service the Equipment. We will follow any reasonable security and health and safety rules which may apply at your premises.

6 Cancelling this Agreement

6.1 Either of us may cancel this agreement by giving the other 3 months' notice to expire either on the first anniversary of the date we sign this Agreement or at any time subsequently.

6.2 We may cancel this Agreement immediately if you do not pay amounts you owe us within [7] days of the dates on which they are due.

6.3 Either of us may cancel this Agreement with immediate effect if:

- (a) The other breaks this Agreement in a material and significant manner and does not correct the situation (if it is able to be corrected) within 14 days of receiving notice to do so;
- (b) an application is made for the appointment of an administrator or receiver to manage all or part of the other's assets;
- (c) The other cannot pay its debts as they become due or if it is insolvent or put into liquidation.

7 Suspension of Services

If you do not pay for the Equipment, or for our Services, in full when the payments are due, then we will suspend the servicing of the Equipment until all overdue amounts have been paid.

Part B - terms of sale

Clauses 8 to 10 will apply unless you are leasing the Equipment or only wish us to provide service.

8 Ownership and Insurance

8.1 We own the Equipment until you have paid for it in full and the full amount has been credited to our bank account in cleared funds.

8.2 Once we have delivered the Equipment to you, you are liable for the risk of any loss or damage to it. We advise you to insure against these risks.

8.3 Until you have paid for the Equipment, you must not do, or allow anything to be done which is inconsistent with our ownership of it. In particular, you must not alter or sell it or otherwise dispose of it. You must ensure that it can be identified as belonging to us.

8.4 Provided a minimal service contract of 2 years is entered into by the Customer, SCAN COIN Equipment will be supplied with a standard twelve month warranty against defective components. During that period any components which, in the opinion of the Company, are defective as a result of faulty materials or workmanship, will be replaced free of charge.

Warranty commences from the date of delivery of the Equipment unless otherwise agreed in writing by SCAN COIN Ireland Limited. Coin and Note Handling does, by its nature of operation, cause wear upon the equipment. To ensure that your machine is kept in its optimum condition, we recommend that a full service contract is taken out. The scope of this contract is covered on the Service & Maintenance Contract Form.

8.5 If you do not make your payments when they are due, or, if before you pay for the Equipment, you go into liquidation or receivership or commit any act of bankruptcy, or if we think any of these may happen you agree to allow us to enter your premises, without notice, to reclaim the Equipment

8.6 You agree that you cannot send the Equipment back instead of paying for it. We may take legal action to recover the price even though title in the Equipment may not have passed to you.

9 Delivery

9.1 You agree that one of your employees will clearly sign and print their name and the date on the delivery note that comes with the Equipment to prove that the items on it have been delivered. We will not accept claims for shortages.

9.2 If the Equipment is delivered at different dates through our fault then the price we charge will be the price we originally agreed. If you ask us to delay the delivery we reserve the right to invoice you at the price that stands at the time the Equipment is delivered.

10 Export Control

10.1 You must not allow any equipment supplied by us, which is covered by export control legislation in the EU, Ireland or the USA, to be exported from Ireland unless you have obtained the necessary export licence(s). Similarly, you must not sell or transfer possession of the Equipment to some other person or organisation if you know, or think, that the person buying the equipment intends to export it without obtaining the necessary export licence(s).

10.2 You agree to impose similar conditions to those in clause 10.1 to anyone to whom you sell the Equipment or transfer possession of it.

Part C - general terms

Clauses 11 to 15 apply in addition to both the Terms of Sale (if applicable) and the Terms of Service.

11 Payment

Unless we have agreed different credit terms, you must pay our invoice in full within 30 days of the date of our invoice. We charge interest (both before and after any court judgement) at 5% more than the Bank Of Ireland base rate from time to time.

12 Liability

12.1 We will provide the Equipment (if any) and the service detailed in the Equipment Schedule. If we are in breach of our commitments, then we shall only be liable for loss that you incur as a direct result (whether or not you have advised us of the possibility of other losses). In particular, we shall not be liable for indirect, or consequential loss, or loss of profits or business incurred by you or anyone else.

In any event, if our liability is for breach of our commitments relating to the provision of the Equipment or its condition, then our liability will be limited to the price that you have paid for the Equipment. If it is for breach of our commitments relating to servicing of the Equipment, then our liability will be limited to the amount of service charges that you have paid to us in respect of the 6 months prior to your claim.

12.2 Nothing in clause 12 (or elsewhere in this Agreement) is intended to restrict our statutory liability if we, or anyone for whom we are responsible, has caused death or personal injury.

13 Software

13.1 The Equipment may incorporate computer programs (Software), or we may supply such Software separately. All the rights in the Software belong either to us or to the people who licensed it to us. You have no rights in it, but you are allowed to use it in accordance with the terms contained in this agreement or otherwise notified to you. Except to the extent permitted by law you must not copy, modify, merge, decompile, reverse engineer or make available or disclose to any third party the Software in whole or in part.

13.2 You agree that where the software supplier requires us to accept any terms relating to the software, these will apply to this Agreement from the date you are notified of them. If the software supplier so requires, you also agree to enter into a separate license agreement with it for the software. In the event of any inconsistency with any term(s) of this Agreement, the terms imposed by the Software supplier or the terms of such separate license agreement shall prevail to the extent of the inconsistency.

13.3 You will be responsible for assessing and evaluating the Software to ensure its suitability for your needs. You are also responsible for ensuring that all computer programmes and hardware used in conjunction with the Software are free from defects adversely affecting the Software. We expect you to take all reasonable precautions to safeguard the Software and all related data (e.g. regular data backup procedures etc).

14 Additional Terms

14.1 This Agreement is the full Agreement between you and us for the Equipment and services we provide. These terms are the only ones that will apply and they replace any previous Agreement for the Equipment and services.

14.2 The terms of this Agreement cannot be changed unless the changes are put in writing and signed by a director of SCAN COIN and someone you authorise to sign the changes on your behalf.

14.3 This agreement applies to each piece of the Equipment individually. If there is a dispute about some equipment, it will not affect the application of the Agreement to the other items. The Agreement in respect of one or more items of Equipment without affecting the other items.

14.4 All notices, including those of price increases should be sent by ordinary first class post. We will send notices to your billing address unless you tell us otherwise in writing. You must send all notices to our registered office. Notice will be assumed to have been served 2 working days after it was posted.

14.5 Your rights and our rights under this agreement will not be affected if either of us do not enforce, or delays enforcing, any of the terms of this Agreement.

14.6 We can transfer our rights and/or obligations under the Agreement to a subsidiary or associated company of ours or to an authorised SCAN COIN dealer. If we do so, we will tell you.

14.7 We are not liable for delay, or failure, to carry out our obligations under this Agreement if the situation is caused by circumstances beyond our control.

14.8 You and we are independent contractors under this Agreement who cannot act on behalf of the other party.

14.9 The Agreement is governed by Irish law and comes under the jurisdiction of the Irish Courts