

Partner Tech UK Corporation  
Unit 8, Berkeley Court, Manor Park,  
Runcorn Cheshire, WA7 1TQ  
T. 01928 579 707  
www.partnertechuk.com

## Hardware RMA, DOA & Warranty Policy

**Partner Tech provides a hardware only warranty, the steps set out below outline our policies and processes for RMA, DOA and Warranty support.**

Prior to returning any potential faulty hardware we encourage that you utilise our telephone and online Technical Support Service.

01928 579707 option 2 or option 4 or support@partnertechuk.com

### **RMA Policy:**

1. Customer completes the RMA (Return Manufacturer Authorisation) request form online at website link below, please complete all information as thoroughly as possible, this will assist us when attempting to replicate the fault.

[Welcome to Partner Tech Corp. \(partnertechuk.com\)](http://www.partnertechuk.com)

2. Customer prints off two copies of the e-mailed RMA request form with complete information to send to Partner Tech UK (here in after refers as "PTUK") one copy on the outside of the box and one copy on the inside.

PTUK reserves the right to refuse any RMA package without a relevant RMA number and paperwork.

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3. PTUK request that the RMA be returned in its original packaging with the correct foam internal casing. We offer a replacement packaging service should you not have the originals, the cost for this is £18.00 + VAT.

**Please note that PTUK cannot be held responsible for any damage to goods caused in transit if when returned they are not in the original or supplied packaging.**

4. A PTUK customer service engineer will contact you should they require any further information to conduct appropriate testing, once testing is completed, a full diagnostic report will be provided, listing all works conducted.

During the testing process PTUK reserves the right to re-image any HDD or applicable storage back to factory default settings without prior consent for hardware testing purposes. A quotation for replacement packaging if the goods were received not in the original packaging will also be provided, if this is declined PTUK cannot be held responsible for any damage to goods in transit when returned to the customer.

5. IN Warranty items require 20 working days for repair.
6. For OUT of Warranty items PTUK will send a repair quotation prior to conducting any works, including any applicable freight charges. Any subsequent parts used will carry a three month warranty.

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7. All out of warranty RMAs and 'no hardware fault found' testing will incur a labour charge of £90.00 per hour. Following the first hour, subsequent charging will take place in 20 minute slots, each incremental slot is chargeable at £30.00. PTUK requires customer email confirmation and/or any relevant purchase order numbers in order to proceed with any out of warranty or chargeable repair. A 15 working day limit is applicable on all quotations for out of warranty repairs, following this time frame PTUK reserves the right to apply a storage fee of £10.00 per RMA per week.
  
8. For IN warranty repairs, the customer must return the product to PTUK with any transportation charges prepaid; PTUK will cover the return transportation charge. For OUT of warranty repairs, the customer is responsible for both trips of transportation charges.  
  
Note: In lieu of repairing the product, PTUK may, in its sole discretion, elect to replace the product or parts with a product or parts that are new or equivalent to new in performance. Product(s) and part(s) that have been replaced become the property of PTUK.
  
9. If the customer decides not proceed with a chargeable repair there are 3 options available;
  - 9.1 PTUK can write off the unit on behalf of the customer & dispose at a cost of 1hrs labour + VAT
  - 9.2 PTUK can return the faulty goods to the customer at a cost of 1hrs labour + relevant freight + VAT
  - 9.3 The customer can replace the chargeable RMA with a new Partner Tech purchased unit. PTUK would then proceed with the write off and disposal of the faulty goods FOC. If the customer wishes for the faulty goods to be returned the relevant freight charges and VAT would apply.

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## Services Not Covered Under Warranty

No.	ITEMS
1.	The product has been found to be defective after expiry of the warranty period.
2.	The product has been subjected to misuse, abuse, or unauthorised repair whether by accident or other cause. Such conditions will be determined by PTUK in its sole unfettered discretion.
3.	The returned defective product is tested or calibrated by PTUK and a No Fault Found (NFF) result is obtained.
5.	Product updates and reworks carried out by the customer which subsequently causes hardware damage or OS (Operating System) failure.
6.	Product is damaged beyond repair due to natural disasters, for example, lighting strike, flood, earthquake, etc.
7.	Consumable items including and not exhaustive, fuses, batteries, printer cartridges and software.
8.	Consumable Parts: Covering box, PE Bag, Power Cord, Cables, Foam (EPE, PU or PE Foam), Diskette, etc.
9.	Cosmetics Parts: Chassis, Housing, Case, Cover, Bracket, etc.
10.	Serial number, Bar codes or MFG. codes or RMA related code of the products are destroyed, altered or otherwise rendered illegible.
11	Any Operating System and or 3 <sup>rd</sup> Party Software

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## 10. On-Site Support Coverage

A full set of on-site support terms and conditions are enclosed for reference in Appendix A. On-Site Service.

For the RMA coverage of on-site service serial numbers, when goods are returned to PTUK for inspection and the replenishment of loop stock the above 'In' warranty terms apply.

'Out' of warranty collections will carry the cost of the engineer visit at £150.00 plus subsequent Out of warranty RMA charges.

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## **DOA Policy**

DOA products (Defective on Arrival) must be reported within ten (10) working days from when the customer receives the shipment. PTUK will endeavor to send out an advance replacement product/s on the day of report.

For the defective goods the customer needs to complete an RMA request as set out above and return the goods to PTUK. Once received a full inspection of the goods will be carried and if it is deemed that there is a hardware fault a credit note will be issued in full.

If there is out of warranty faults or no faults found then PTUK reserves the right to invoice accordingly. This fee will be deducted from the credit note.

Partner Tech UK Corp Ltd.  
Customer Service Dept.  
Tel: 01928 579 707  
Email: support@partnertechuk.com

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## Appendix A. On-Site Service

These Services Terms and Conditions are applicable to present and future business transactions, in regard to the supply of services, between us, the service provider, Apex Evolution Services Ltd a Partner Tech UK Corp Ltd Company ("Apex"), and you, the Service Customer ("client").

Any amendments or variants to these Service Terms & Conditions will apply only where expressly assented in writing by both parties. Headings have been inserted in this document for the convenience of the parties only and are not to be considered when interpreting this agreement.

### 1. Definitions

- 1.1 "Apex"/"Apex Evolution Services"/"Apex Evolution Services Ltd."/"We"/"Our"/"us" – Apex Evolution Services Ltd (Company Number: 14788236) of Unit 8 Hillside, Bury St Edmunds, IP32 7EA.
- 1.2 "Service User"/"Customer"/"Client"/"You"/"Your" – Any individual or business whom appoint, or wish to appoint Apex Evolution Services to carry out services on their behalf.
- 1.3 "Agreement"/"Services Agreement" – refers to a collection of documents relating to the services Apex provide to the Client, including but not limited to; these Terms & Conditions, any other applicable Apex Terms & Conditions, Scope of Works, Data Processing Agreements, and Invoices.
- 1.4 "Confidential Information" – refers to any data or information relating to the business between the buyer and Apex Evolution Services, which would reasonably be considered as proprietary to either parties, including, but not limited to, accounting records, business processes, employee or client records.
- 1.5 "Scope of Works" – an agreed documented description of the services in which Apex is to carry out for the Client.
- 1.6 "equipment"/"goods"/"parts" – the items in which the ownership of is transferred from Apex Evolution Services Ltd. to the buyer through the trading transaction.
- 1.7 "Services" – any activity in which Apex Evolution Services have been appointed to conducted on behalf of the client.

### 2. General

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- 2.1 The terms of this clause (2) apply with respect to any Direct Services supplied pursuant to a Services Agreement.
- 2.2 During the applicable Services Term, Apex shall provide the applicable Services to the Client in accordance with the Services Specification/Scope of Work, in all material respects.
- 2.3 Apex shall use reasonable endeavours to observe all health, safety & security requirements that apply at the Client's premises that have been communicated to it in advance of the commencement of Service provision, provided that it shall not be liable under the agreement if, as a result of such observation, it is in breach of any of its obligations under the agreement.
- 2.4 Apex will use its reasonable endeavours to supply all relevant Services in accordance with any performance metrics set out in the Service Specification/requirements, in respect of such Services.
- 2.5 In respect of the Services, Apex shall use reasonable endeavours to meet any performance dates specified in the Services Specification/requirements, but any such dates are estimates only and time is not of the essence for the performance of the Services.
- 2.6 Apex shall have the right to make any changes to the Services which: (i) improve the nature or quality of the Services; (ii) are necessary to comply with Applicable Law; (iii) result from a Sourcing Issue; or (iv) do not materially negatively affect the nature or quality of the Services. Apex shall notify the client in any such event. Such notification shall include any variations to the fees which Apex reasonably considers to be necessary in light thereof.
- 2.7 In respect of a Service to be provided by Apex pursuant to a Services Agreement, where Service Credits accrue, subject to the Service Credit Limit, Apex shall automatically credit the Client with the applicable Service Credits. Service Credits shall either be shown as a deduction from the amount due from the Client to Apex in the next invoice then due to be issued under the Service Contract, or Apex shall issue a credit note against a previous invoice and the amount for the Service Credits shall be repayable by Apex as a debt within 30 Business Days of issue of the credit note.
- 2.8 The Service Credits shall be the exclusive financial remedy for the Client for each service failure for which a Service Credit has been set, unless: (i) the Client is otherwise entitled to terminate the Service Agreement (or a part thereof)



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for a Default by Apex in accordance with these Conditions; or (ii) the failure to perform the relevant Services in accordance with the Service Levels has arisen due to theft, gross negligence, fraud, fraudulent misrepresentation or wilful default.

2.9 The parties agree that any such Service Credits have been calculated as, and are, a genuine pre-estimate of the loss likely to be suffered by the Client.

2.10 Where there is a Default on the part of the Client, Apex (without limiting its other rights or remedies) may suspend performance (and is relieved from its performance obligations) until the Client remedies the same.

### **3. Configuration Services**

3.1 The terms of this clause (3) apply where Apex has agreed under a Service Agreement to provide any Configuration Services.

3.2 The Client shall in a timely manner; (i) provide all the Client Content, and (ii) facilitate such access to the Client's premises, equipment and existing systems (or those of its third-party contractors), as may be needed for Apex to perform the Configuration Services.

3.3 Apex shall carry out any such Configuration Services at the Location (or, at Apex's option where applicable, via remote access), and subject the results of such services ("Configuration") to its standard installation and acceptance tests, or such tests as are specified in the Scope of Works.

3.4 The Client shall be deemed to have accepted the Configuration if either; (i) the acceptance testing is certified by Apex to be successful; (ii) the Client fails to provide the data or results necessary for acceptance testing to be undertaken within the time limits specified in the Scope of Works (in respect of which, time shall be of the essence); or (iii) the Client commences operational use of the Configuration.

### **4. Installation Services**

4.1 The terms of this clause (4) apply where Apex has agreed under a Scope of Works to install any items of hardware or

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software (the “Installation Materials”), as stated in the Scope of Works.

- 4.2 The Client shall, in a timely manner; (i) provide all the Client Content & Materials, and (ii) facilitate such access to the Client’s premises, equipment and existing systems (or those of its third-party contractors), as may be needed for Apex to perform the Installation Services.
- 4.3 Apex shall carry out any such installs at the Location (or, at Apex’s option where applicable, via remote access), and subject the Installed Materials to its standard installation and acceptance tests, or such tests as are specified in the Scope of Works.
- 4.4 The Client shall be deemed to have accepted the Installation Materials if either: (i) the acceptance testing is certified by the Client & Apex to be successful; (ii) the Client fails to provide the data or results necessary for acceptance testing to be undertaken within the time limits specified in the Scope of Works (in respect of which, time shall be of the essence); or (iii) the Client commences operational use of the Installation Materials.

## **5. Hardware Maintenance Services**

- 5.1 Apex shall provide the Hardware Maintenance Services for the Maintained Equipment at the Locations to the Customer in accordance with; (i) the description and specification set out in the Scope of Works; and (ii) the Conditions.
- 5.2 The Client shall be entitled to change/add to the Locations on no less than 20 Business Days’ notice to Apex.
- 5.3 In performing the Hardware Maintenance Services, Apex shall restore any malfunctioning or failed Maintained Equipment to Good Working Order by repair or swapping Client supplied parts while in attendance at the Locations,. Where this is not reasonably practicable, or not reasonably practicable within Working Hours (in the case of Preventative Maintenance and Included Corrective Maintenance), Apex shall either arrange for a further visit to the Location within Working Hours to complete the repair, or remove the Maintained Equipment or part of the Maintained Equipment for repair off-site.
- 5.4 On the Client informing Apex that the Maintained Equipment is malfunctioning or has failed or is otherwise not in Good Working Order, Apex shall; (i) attend at the Location during Working Hours; (ii) within the agreed SLA and (iii) perform

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Included Corrective Maintenance of the Maintained Equipment.

- 5.5 With respect to Excluded Maintenance: (i) Apex is not obliged to perform any Excluded Maintenance unless the Client has agreed to pay the applicable Charges in respect of it; and (ii) where Apex is performing or has performed the Hardware Maintenance Services in circumstances where it is subsequently established that the Maintained Equipment was not in Good Working Order due to any of the Excluded Causes, Apex may charge, and the Client shall pay, the Additional Hardware Maintenance Services Charges in respect of that work.
- 5.6 Any Additional Hardware Maintenance Services Charges shall be calculated from when the personnel arrive at the Location until they leave the Location.

## **6. Supply of Spare Parts and Replacement Services**

- 6.1 Where otherwise expressly stated in the Services Specification, in performing the Preventative Maintenance, Included Corrective Maintenance and Additional Hardware Maintenance Services, Apex shall not source spare parts required to restore the Maintained Equipment to Good Working Order unless requested to do so by the Client. Apex shall have the right to charge the Client for the spare parts, together with the time incurred in sourcing them, in accordance with the Standard Rates.
- 6.2 All spare parts and/or replacements provided by Apex to the Client shall become part of the Maintained Equipment and the property of the Client. Apex hereby assigns to the Client (by way of future assignment), with full title guarantee and free from all third-party rights, all spare parts and/or replacements provided by Apex. All parts and components removed from the Maintained Equipment by Apex in the course of performing the Preventative Maintenance, Included Corrective Maintenance and/or the Additional Hardware Maintenance Services shall, unless the Client notifies Apex to the contrary, no longer constitute part of the Maintained Equipment and will be the property of Apex. The Client will assign to Apex, with full title guarantee and free from all third-party rights, all parts and components removed from the Maintained Equipment by Apex in accordance with this clause 6.

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## **7. Performing Support and Maintenance Services**

- 7.1 In consideration for performance of the Hardware Maintenance Services specified in the Scope of Works, or any additional Services requested by the Client from time to time, the Client shall either pay the annuit charges or purchase in advance payment vouchers.
- 7.1.1 The Services shall be performed in accordance with; (i) the description and specification set out in the Scope of Works.
- 7.1.2 Apex shall use reasonable endeavours to comply with any response and resolution times included in the Scope of Works.
- 7.1.3 Apex shall provide the Services from the date stated in the Scope of Works. The Services supplied under the Agreement shall continue to be supplied during the term specified in the Scope of Works unless terminated earlier in accordance with the terms of this Schedule or the Conditions.
- 7.1.4 Except where expressly agreed in writing to the contrary, the Charges shall not include travel or accommodation expenses, which shall become payable upon production of appropriate receipts.

## **8. Reseller Services**

- 8.1 The terms of this clause 8 apply where the Client orders a Reseller Service from Apex.
- 8.2 The Client acknowledges and agrees that: (i) Apex is an agent of the Provider of the Reseller Service, (ii) Apex is not providing the Reseller Service to the Client; and (iii) the Provider is supplying the Reseller Service directly to the Client subject to the terms of the End User Agreement.
- 8.3 At the Client's request (and expense) Apex shall use its reasonable endeavours to assist the Client when it interacts with the Provider and in particular, shall (at the Client's cost and expense) assist the Customer to enforce the terms of the End User Agreement.

## **9. Client Account Setup**

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9.1 Prior to the commencement of Services, or the supply of services by Apex to you, you must complete an Apex Customer Account Setup form. The individual signing the application form(s) will be signing on behalf of himself/herself/the and/or the associated company, and thereby signify full acceptance of these terms and conditions. These terms and conditions supersede any others previously agreed.

## **10. Liability**

10.1 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant party is entitled to bring a claim against the other Party pursuant to this agreement or otherwise in connection with the provision of services.

10.2 Neither Party shall be liable to the other (as far as permitted by Law) for any loss of or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities whether direct or indirect or for indirect special or consequential loss or damage in connection with the Service Agreement.

10.3 Notwithstanding any other provision of these Terms and Conditions, neither party limits nor excludes its liability for: (i) Fraud or fraudulent misrepresentation, (ii) Death or personal injury caused by its negligence; or (iii) Any other act or omission, liability for which may not be limited under any law.

## **11. Discrimination**

11.1 Apex Evolution Services does not tolerate any discrimination exhibited by any of its Employees nor Clients.

11.2 We hold the right to cease business with any parties which exhibit such forms of behaviour.

11.3 The parties shall not discriminate against any individual in the performance of the duties, responsibilities and obligations under these Terms & Conditions because of race, colour, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin.

## **12. Information Security**

12.1 Apex Evolution Services represents and warrants that it has policies and procedures reasonably designed to detect,

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prevent and respond to cyberattacks, including providing training to its employees with respect to cybersecurity and monitoring compliance with its cybersecurity policies and procedures.

12.2 Apex Evolution Services agrees that it will promptly notify the Client of any cybersecurity breach which may impact the Client, in accordance with statutory Data Protection legislation.

### **13. Data Processing**

13.1 In respect of any Personal Data to be processed by Apex Evolution Services pursuant to the provision of services, for which the Client is the Data Controller and Apex Evolution Services are the Data Processor; Apex Evolution Services shall:

13.2 Have in place and at all times maintain appropriate technical and organisational measures in such a manner as is designed to ensure the protection of the rights of the data subject and to ensure a level of security appropriate to the risk and shall implement any security measures, so far as is reasonably practicable, as requested by the Client.

13.3 Ensure that all employees, agents, sub-contractors and sub-processors associated with Data Processing activities are made aware of the Apex Evolution Services's obligations under this Schedule and enter into binding obligations to maintain the levels of security and protection required under this clause.

13.4 Process personal data only on behalf of the Client for the purpose of contractual necessity only and to perform our obligations in accordance with the Service provision, in line with the Client's instructions under the Service Agreement or other documented instructions and for no other purpose to the extent required by law.

13.5 Apex Evolution Services warrants that it has complied, and shall continue to comply with the requirements of the applicable Data Protection Laws and all other data protection legislation in the jurisdiction specified in clause 13.

### **14. Variation of this Agreement**

14.1 Any other Special Conditions agreed in writing between you and Apex Evolution Services, in addition to these Service Terms & Conditions, shall govern your contractual relationship with Apex Evolution Services, and where there is a conflict between the Special Conditions and the Service Terms & Conditions, then the Special Conditions shall take

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precedence.

14.2 Without specific affirmation, the provisions in these Services Terms & Conditions, where not directly modified or expressly excluded in writing within the Special Conditions, apply in addition to any individual agreements made between the Client and Apex. Individual agreements made in a particular case.

## **15. Governing Law and Jurisdiction**

15.1 The conditions of these Terms & Conditions will be governed and construed in accordance with the laws of England and Wales.

15.2 Both parties irrevocably submit to the exclusive jurisdiction of the English Courts.

## **16. Force Majeure**

16.1 The company reserves the right to cancel, vary or suspend the Services if events occur which are in the nature of force majeure.

16.2 Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond our reasonable control:

16.2.1 act of God, explosion, flood, tempest, fire or accident;

16.2.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

16.2.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

16.2.4 import or export regulations or embargoes;

16.2.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or a third party);

16.2.6 non-availability of materials or supplies