

UPS Maintenance Contract – Platinum Cover

QMSFMS011-01

Contract Number: EPS-XX-XXXXX – Platinum

Product	Description	Serial Number
-	-	-

Response time: 4 clock hours

Commencement Date: xx/xx/xx **and Expiry Date:** xx/xx/xx

This Platinum Maintenance Plan agreement is made between EcoPowerSupplies and subject to our Service Terms, Conditions and Definitions, and the Purchaser whose name and address details are shown below.

Purchaser

Company/organisation
Address line 1
Address line 2
Town
County
Postcode
Contact: x
Mobile: x
Email: x

Site Address

Company/organisation
Address line 1
Address line 2
Town
County
Postcode
Contact: x
Mobile: x
Email: x

Items included:

- 4 Clock hour response to emergency call-outs
- Service Hotline Number (normal Working Hours)
- All emergency visits
- All travelling time to site
- All on-site labour time
- All carriage and delivery
- All consumable and replacement parts (inside warranty period only)
- Batteries under manufacturer's warranty cover
- One (1) preventative maintenance visit per annum, to include an inspection of the UPS, during normal working hours during the contractual period

Signed for EcoPowerSupplies

Signed for the Purchaser

Name
Title
Date
Signature

Name
Title
Date
Signature

Contact Telephone Numbers:

- **In office hours, normal working days:** 0800 612 7388 / +44-(0)1244393823
- **Out of office hours:** 0800 612 7399

Service Terms and Conditions

Warranty and Extended Warranty

1. **Warranty:** subject to EcoPowerSupplies Sales Terms and Conditions published at: <http://www.EcoPowerSupplies.com/sales-terms-and-conditions>. EcoPowerSupplies passes on the manufacturer's warranty reflecting that any uninterruptible power supply (UPS) supplied is free from defects in material and workmanship for a product dependent period beginning from the date of invoice unless otherwise arranged.
2. **Warranty Periods:** standard warranty periods range from one to three years with potential for five-year warranties. All batteries have a one-year warranty period as standard with options for 3-5 years cover.
3. **Warranty Inclusions:** any repair labour, de-installation, parts and carriage charges authorised by EcoPowerSupplies beforehand relating to the repair or replacement of the UPS.
4. **Warranty Extension:** warranty can be extended for all Warranty Inclusions (except batteries) on a yearly basis up to and including year 5 of operation for UPS up to and including 100kVA systems
 - 4.1. The warranty extension should be taken out at time of order or not later than 30 days after installation and/or 90 days after purchase.
 - 4.2. The UPS must be installed with an external maintenance bypass.
5. **Battery Warranty Extension:** a five-year warranty is available on some ten-year design life batteries for certain UPS models. Customers requiring this must have an annual Preventative Maintenance Visit.
6. **Warranty Exclusions:** minor consumable parts required to complete a UPS installation or decommission a UPS for return to EcoPowerSupplies for repair. Such parts may be charged for by EcoPowerSupplies.
7. **Warranty Termination:**
 - 7.1. all warranty obligations are terminated when the UPS is operated outside specification and/or the published manufacturer's operating guidelines.
 - 7.2. all warranty obligations are terminated when a customer or their sub-contractor or associated company makes any modification to the UPS that has not been recorded on a case by case basis with EcoPowerSupplies and the corresponding manufacturer and approved by their technical department in writing.
 - 7.3. all warranty obligations may be terminated should site or load or third party supplied UPS accessories be found on inspection by EcoPowerSupplies to be damaging the UPS or causing operation that could reduce its working life.
8. **Repair Warranty:** all repairs outside the normal product warranty period are warranted for six months from the repair invoice date. For repairs inside warranty the standard product warranty period remaining applies.
9. **Response (no maintenance plan)**
 - 9.1. **Plug-in models:** next working day, normal working hours Swap Out and failed UPS collection.
 - 9.2. **Hardwired models:** best endeavours within three working days, normal working hours.

10. **Swap Out Units and Warranty:** a unit swap out may be accomplished from the swap out stock of refurbished units or new unit stock. The swap out replacement shall be of a similar or better age and condition to the failed unit. The replacement UPS shall have the balance of any remaining warranty cover. Any swap outs shall be subject to the prior consent of the Purchaser and UPS manufacturer.
11. **Response Times with a Maintenance Plan:** a faster response time to alarm conditions is provided under a maintenance plan; available with 4 clock hour 24-7 response, 8 working hours and 12 working hours response times.
12. **Workshop Turnaround:** the service workshop inspection time is within 5 working days.
13. **Workshop Space Rental:** EcoPowerSupplies reserves the right to charge a weekly rental fee or return goods to the customer or site at the customer's expense, where goods remain in the service workshop for longer than one month for a delay caused by the customer not providing approval to proceed with a repair, disposal or return of the UPS to site.
14. **Working Hours:**

Normal Working Hours	Monday to Thursday	08:30 to 17:00
	Friday	08:30 to 17:00
Overtime	Monday to Friday	17:00 to 22:00
Overnight		22:00 to 08:30
Saturday		08:30 to 17:00
Sunday/Bank Holiday		08:30 to 17:00
<p>In relation to working hours all on-site work is based on a budgeted time frame. Where the work cannot be completed within the budgeted time frame, due to delays beyond the control of the EcoPowerSupplies service engineer(s), EcoPowerSupplies reserves the right to charge for extra time, materials and resources used to complete the work.</p>		

Maintenance Contracts

15. **Annual Maintenance Contracts:** run for 12 months from invoice or commissioning/switch on date, whichever is the soonest, except by agreement in writing.
16. **Plan Payment:** payment shall be 100% on invoice to active the plan.
17. **Items Covered and Not Covered in a maintenance contract:**
- 17.1. **Items Covered:** all on site repairs of any fault or defect, including labour, mileage, travelling, carriage and parts (excluding batteries and capacitors, see 17.2) and which appear to EcoPowerSupplies on inspection to have been due to defective material and/or workmanship, for the warranty period, shall be borne by EcoPowerSupplies.
- 17.2. **Batteries and Capacitors:** are excluded from the maintenance plan, unless covered by the manufacturer's warranty. Outside such warranty, batteries and capacitors will be charged for.
- 17.3. **Consumables:** specifically fuses and fans are covered.

17.4. Items Not Covered: include (a) any costs incurred due to incorrect operation, misuse and abuse, damage and unreasonable installation and operation or environment not conforming to the relevant instructions detailed in the manufacturer's Installation and Operation Manuals, including any repairs or replacements needed because of unauthorised modifications or attempts at repair to the equipment by individuals not approved or authorised in writing to do so by EcoPowerSupplies. All such faults will be charged for at EcoPowerSupplies' current travel and on-site labour, mileage and parts charges. Any such events will cancel any remaining contractual obligation to provide maintenance cover by EcoPowerSupplies without a refund, and (b) remote UPS monitoring software on third party supplied hosts.

18. Work on Site under a maintenance contract:

- 18.1. Installation and Commissioning:** should normally be carried out by a EcoPowerSupplies Engineer or Service Partner, where the UPS is not fitted with a plug and mains input lead. Where this is not the case, written agreement must be received prior to the work and accepted by EcoPowerSupplies. Failure to do so may invalidate the warranty and maintenance plan.
- 18.2. Prior Diagnosis:** before attending site, the EcoPowerSupplies Service Engineering Team must be given sufficient opportunity and assistance to diagnose the problem by telephone. Failure to do so may render the whole or part of any subsequent repair visit chargeable.
- 18.3. Repair Personnel and Location:** any installation, commissioning, repair or maintenance work shall be carried out by an EcoPowerSupplies Service Engineer or Service Partner. Repairs may be carried out at the manufacturer's factory, an Approved Service Centre or at the UPS site. Equipment moved to any other location for repair by the user will not be covered by the plan. The choice of repair location is at the discretion of EcoPowerSupplies.
- 18.4. On-Site Repairs:** the EcoPowerSupplies Service Engineer or Service Partner will be given supervised, free and timely access to the equipment to be repaired and be allowed adequate working space and reasonable use of the telephone and power points to carry out the repair. In the event of access not being available within a reasonable time or the other provisos of this section being denied, EcoPowerSupplies will assume that their obligations relating to such an incident under the plan have been discharged and any further visit to repair or maintain the equipment will be charged for at the prevailing EcoPowerSupplies mileage, travel and labour rates for a EcoPowerSupplies Engineer or Service Partner.
- 18.5. Response Time:** will be calculated from the time a mutual decision was made that a site visit is required, to the time of arrival of the engineer.
- 18.6. Repair Times:** will be calculated from the time the engineer arrives on site and is allowed access to the equipment.
- 18.7. Substitution:** EcoPowerSupplies reserves the right to substitute an equivalent replacement UPS of a similar working model, age and condition to the faulty equipment. All carriage and costs shall be borne by EcoPowerSupplies where agreed in writing.

19. **Preventative Maintenance Visits:** when so ordered, the visit will be carried out during normal working hours. Outside these times, the standard prevailing labour rates per hour for an EcoPowerSupplies Service Engineer or Service Partner will be charged as extra.
20. **Refund and Cancellation**
- 20.1 **Plan Refund:** EcoPowerSupplies reserves the right at their total discretion only, to refund any unexpired maintenance Plan charge where conditions necessitate this action in their opinion.
- 20.2. **Plan Cancellation:** notice to cancel a maintenance plan must be received at least 3 months before the proposed cancellation date. EcoPowerSupplies reserves the right to part refund only and up to only half of any remaining maintenance cover.
21. **Maintenance Plan Exclusions**
- 21.1. **Software:** software, interface cabling and interfaces are excluded from the maintenance plan.
22. **Third Party Products and Software:** any third party products, including batteries or software sold with the EcoPowerSupplies equipment is excluded from the maintenance Plan.
- 22.1. **Faults:** All faults which EcoPowerSupplies consider to be outside either the provisions of the EcoPowerSupplies standard warranty, extended warranty or maintenance Plans, at their total discretion will be offered by EcoPowerSupplies to the Purchaser at its standard rates for mileage, parts and labour, details of which are available from EcoPowerSupplies on request.
23. **Remote Monitoring**
- 23.1. **BT Landline, or GSM Modem and Mains Power:** for this service to be commissioned the client must provide a BT landline socket, or GSM Modem and mains power source within 3m of the UPS installation.

Definitions

22. **Battery Build:** on-site build of the battery set and connection to the UPS.
23. **Installation:** on-site electrical installation to IEE 17th edition regulations of the ordered electrical wiring, distribution, discrimination, isolation and protection (and where included) bypass switch to the load, mains supply and UPS.
24. **Commissioning:** connection of the UPS to the supplied electrical cables (within 1m of the UPS), turn-on, test and hand over of the UPS to the customer.
25. **HealthCheck:** a thorough overhaul of the UPS system both on-line and on bypass, site permitting.
26. **Preventative Maintenance Visit:** a UPS HealthCheck on UPS under maintenance contract to a predefined checklist and for the avoidance of doubt, shall include an inspection of such UPS.

Ends