

Terms for Services

Vintia Terms for Services

1. CONTRACTUAL PARTIES

1.1. These Category Terms for Services ("Services Terms") supplement the General Terms & Conditions for Sale ("GTC"), as updated from time to time, entered into between Vintia and the Customer, in relation to the specific conditions applying to the Services that the Customer can contract from Vintia.

2. SCOPE & WARRANTY

2.1. The scope of the Services that Vintia shall render to the Customer is limited to the Services that have been explicitly included and with the characteristics described in the relevant Quotation and/or Purchase Order confirmation. Services not specifically included shall be considered out of scope.

2.2. Vintia warrants that its Services shall be rendered in accordance with the applicable standards in the industry as applicable at that time and shall substantially meet the requirements described in the Agreement. If the Services rendered are not in conformity with the abovementioned warranty, Vintia's only obligation consists of making every reasonable effort to rectify and render the Services according to the agreed standard.

3. TERM OF SERVICES

3.1. Due to the different types of Services offered by Vintia, some of the Services are determined by the number of hours contracted (e.g. consultancy, and training Services) and some others are determined by the term of the contracted Service (e.g. maintenance and support Services, and preventive maintenance Services). In both cases, the number of hours contracted, or the term of the Service shall be as specified in the Quotation or Order Confirmation.

3.2. The Services that are contracted with a fixed term (e.g. 1 year) shall be automatically renewed for subsequent terms of the same duration (e.g. yearly), unless one of the Parties notifies to the other Party of its intention not to renew at least 3 months prior to the renewal. The term shall commence on the date of activation of the relevant Services.

3.3. Subject to the GTC, for Services having a duration exceeding twelve (12) months and/or subject to automated renewal, Vintia shall be entitled to revise and increase the prices for the relevant Services, in accordance with the applicable national Consumer Price Index (CPI) or another index identified in the Quotation.

4. CANCELLATION OF SERVICES

4.1. Cancellation of Services that consist of training, consultancy or software development can only be communicated in writing by e-mail to the designated project coordinator or project manager at least five (5) working days before the starting date for such Service. Absent timely cancellation, the full charges for the Services remain due.

4.2. However, in case of training Services, the Customer may replace a registered participant by another person on short notice.

5. QUOTATION ADJUSTMENT

5.1. The timeline and charges as identified in the Quotation to perform the Services are strictly limited to the ideal project scenario whereby project delays attributable to the Customer (including but not limited to change of Client staff involved, postponement of go-live date, postponement of site opening, change in project design and/or assignment) may result in a project no longer being able to be carried out within the original timeline and/or budget quoted. In that case, Vintia has the right to adapt the timeline and/or increase the charges as required to in order to obtain the necessary results.

5.2. In case of installations at Customer site, Vintia will provide all the required information for the on-site preparations, including but not limited to correct cabling and wiring for access control installations, sufficient network availability, sufficient power sockets availability and all other requirements to enable such installation. In the event that the Clients does not meet the installation requirements indicated by Vintia, Vintia may apply additional charges to the Customer.

6. TRAVEL AND ACCOMODATION

6.1. Unless explicitly stated otherwise, the charges for the Services offered never include travel, accommodation, or overnight expenses. If applicable, these costs incurred will be charged to the Client on a cost basis transparently.

7. PREVENTIVE MAINTENANCE

7.1. Customer may contract Services that consist of preventive maintenance of access control equipment (including, turnstiles and speed gates) and/or lockers previously installed on Customer's premises by Vintia or its authorized partners.

7.2. Such preventive maintenance of the access control equipment by Vintia includes one or a number of pre-scheduled annual maintenance checks on the access control system as indicated in the Quotation, whereby each component of the access control equipment will be subject to a series of tests to verify their operation and good condition and to make any necessary adjustments, as further specified below:

- i) checking the mechanical and electrical condition of each component and connection;
- ii) cleaning and lubrication of the mechanical parts;
- iii) checking the operation of the devices under normal conditions of use;
- iv) labour for repairing or replacing parts which have become faulty due to normal use or which are in danger of becoming faulty due to wear and tear; and,
- v) travelling expenses.

7.3. Preventive maintenance includes the installation of modifications deemed necessary by Vintia, but does exclude:

- i) all defective parts replaced during maintenance;
- ii) repairs of damage clearly resulting from incorrect operation, negligence by service provider's personnel, the intervention of a company other than service provider, accident, malice, sabotage, strike, insurrection, war, improper moving of the equipment, etc.;
- iii) repairs of damage caused by water, fire, fall, sudden shock, electricity failures and in particular overvoltage due to thunderstorms or other causes outside the system, and in general any accident, from which damage to the installation could result and which is not caused by the normal functioning of the equipment;

- iv) repair of any damage due to the use of usable materials not prescribed by service provider and to its manufacturing standards;
- v) changes in the specification of the equipment and in particular modifications in respect of the various parameters of the system;
- vi) the painting and cleaning of the outside of the equipment;
- vii) the supply and replacement of all material to be consumed, in particular cards, tickets, ink ribbons, springs, magnetic heads, lamps, picture tubes, fuses;
- viii) problems and damage due to the temporary taking out of service, in whole or in part; and,
- ix) all services (such as, among others, user assistance, modifications, debugging) relating to the use and operation of the software.

7.4. The Customer undertakes:

- i) not to cause any hindrance to Vintia's personnel which could adversely affect working conditions, cause delays in performance or jeopardise the effectiveness of the work. In particular, Vintia's personnel shall have unhindered access to all places, where the devices to be repaired or maintained are located.
- ii) to prevent any person other than Vintia's personnel from carrying out interventions on the delivered equipment. However, it is permissible for the Customer's responsible technician to remedy himself minor imperfections that may occur and do not require intervention by a specialist, such as e.g. replacing fuses and bulbs, etc. The Customer's personnel will perform these actions in accordance with Vintia's guidelines.
- iii) to inform Vintia immediately of any anomaly in the access system that cannot be automatically transmitted via the telephone line, as well as any changes made to the premises that could affect the proper functioning of the system.

7.5. Vintia may also offer preventive maintenance services for Hardware manufactured by third parties. Therefore, this preventive maintenance service will be limited to the scope of services granted by the third-party manufacturers and subject to their terms and conditions applicable.

8. ON-SITE INTERVENTION SERVICES

8.1. The Customer may ask for specific technical support on-site interventions to Vintia. Vintia will provide to the Customer a Quotation for such on-site interventions stating the standard hourly rate. The standard hourly rate may be increased if the intervention is required to take place during non-working hours or days, as determined hereunder:

- Weekdays from 8:00 to 18:00: Standard hourly rate indicated on the Quotation applies.
- Weekdays from 18:00 to 22:00, or Saturday: 150% increase over the standard hourly rate.
- Weekdays from 22:00 to 8:00, or Sunday: 200% increase over the standard hourly rate.

8.2. The Customer will need to agree to the applicable fees in writing before Vintia executes the requested intervention.

9. SOFTWARE DEVELOPMENT

9.1. Services that consist of software development will always be subject to a statement of work to be agreed between the Parties that identifies the developments that are in scope and out of scope, the project methodology, the timeline and the acceptance criteria and procedure.

9.2. The intellectual property of any results of such software development will be owned by Vintia as of its creation. Customer will be granted a non-exclusive license to use the new developed functionalities as incorporated into the Software, which shall also be available for other customers of Vintia.

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