



# Terms and Conditions

## Maintenance and Repairs

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### 1 - General

Any agreement made between Application Technology (AT) ("the Contractor") and the Customer for the maintenance and repair of equipment ("the Contract") belonging to the Customer shall only be subject to these conditions. Any representation or warranty made by or on behalf of the Contractor prior to the Contract whether orally or in writing is hereby expressly excluded.

### 2 - Basis of Quotation

All quotations given by the Contractor are only open for acceptance for a period of thirty days from the day of quotation, after such time the Contractor in his absolute discretion may withdraw his quotation.

### 3 - Price

3.1 - The Contractor shall be entitled to adjust the Contract price of maintenance and repair whether before or after the making of the Contract in the event of:-

3.1.1 - Any increase in the cost of materials;

3.1.2 - Any increase in wages and production and manufacturing cost or other overheads; or

3.1.3 - Any increase in the cost of the services due to an alteration in the contract by the Customer.

3.2 - All prices are quoted exclusive of V.A.T. or any other duty or tax which will be charged at the rate applicable at the date of the invoice and include payment for Saturday, Sunday and Public Bank Holidays.

### 4 - Delivery

The contractor shall endeavour to maintain and repair the equipment within its standard times. The delivery time stated will commence from the time when we receive your written order to proceed with full information of your requirements and, if applicable, your deposit. The delivery time is stated in good faith and every possible endeavour will be made to keep to the given time, but failure to comply shall not carry any penalty unless specifically agreed in writing. In all cases, whether a time for delivery or completion has been quoted or not, the time for delivery or completion shall be extended by a reasonable period if delay in delivery or completion is caused by instructions, or lack of instructions from you, or by industrial dispute or by any cause whatsoever beyond our reasonable control. Delivery date will not under any circumstances be the essence of the contract. The Contractor shall in no event be liable for any damage or loss whether arising directly or indirectly out of any delay in supplying his services. No order may be cancelled on the grounds of delay unless a Director of the Contractor has otherwise agreed in writing.

### 5 - Payment

5.1 - Where credit account facilities have been granted to the Buyer in writing, all invoices must be paid within 30 days of the date of delivery, where no such facilities have been granted payment will be with order or where previously agreed on delivery. Where these terms are exceeded the Seller shall be entitled to interest on the amount that is overdue at the Base Rate plus 4% calculated on a day to day basis. This shall be without prejudice to any other rights or remedies of the Seller. Any legal charges incurred in the recovery of money or Goods will be paid by the Buyer.

5.2 - If at any time more than one amount is due from the Consumer to the Contractor any moneys received will be applied to the outstanding accounts in chronological order the longest outstanding account being paid first.

5.3 - Payment may not be delayed or refused for any alleged defects in the maintenance and repair which the Contractor undertakes to correct under the terms of its warranty.

### 6 - Liability for safety of the Contractor's employees

6.1 - In the event of any employees, agents or sub-contractors of the Contractor having to perform any work on the Customer's premises then the Customer will be responsible for the safety of these employers, agents or sub-contractors and shall be liable for any damage or compensation payable in respect of any injury or loss sustained by employees, agents or sub-contractors.

6.2 - The Customer shall ensure that the conditions under which the Contractor's employees, agents, sub-contractors are required to work and rendered safe and that adequate facilities are made available to the Contractor to carry out work on site in an efficient and safe manner.



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### 7 - Warranty

7.1 - The Contractor warrants that the services performed will conform, in the manner herein provided, to the applicable specifications which are made a part hereof, and will be free from defects in workmanship, and should any part of the repair be found, when properly sited and installed, maintained and used under specified maintenance and repair conditions to have been defective or non-conforming with the specifications, the Contractor will repair or replace the defective part, provided that the Contractor's inspection reveals it to be defective or non-conforming within the terms of this warranty. The warranty period shall be 30 days commencing from the date of delivery unless otherwise specified.

7.2 - The Contractor shall in no event be held liable for damage or delay caused by non-conformance or a defect in workmanship, and no allowance will be made for repairs or alterations unless made with its written approval. The Customer or any user claiming through the Customer assumes all liability for the use or mis-use thereof by itself or its employees.

7.4 - The warranty set out in paragraph 7.1 shall be in lieu of any warranties, conditions or undertaking whether express or implied by statute, common law or otherwise howsoever which warranties, conditions and undertakings are subject to Section 6(1) and 7(3)(a) of the Unfair Contracts Terms Act 1977 ("the Act") hereby expressly excluded.

7.5 - The Contractor's responsibility is limited to the terms of this warranty (except in respect of death or person injury resulting from the negligence of the Contractor, its employees or agents) and the Contractor shall not be liable for any claim for any direct or indirect consequential or incidental loss, injury or damage whatsoever made by the Customer or any third party against the Contractor in connection with any defect in the maintenance or repair whether or not such defect is directly, indirectly, wholly or in part caused by the negligence, act, omission, default or neglect of the Contractor, its employees or agents or whether or not such defect amounts to a breach of a primary obligation of the Contract.

7.6 - Notwithstanding the provisions of this warranty if the Contract is made with a person who deals as a consumer as defined by Section 12 of the Act nothing herein contained shall be operated to exclude any liability for breach of such obligations as are mentioned in Section 6(2) of the Act.

7.7 - The Contractor's liability in respect of any defect on or failure of services provided or for any loss injury or damage attributable thereto is limited to:

7.7.1 - The price paid for the services by the Customer, or

7.7.2 - Making good by repair or otherwise at its option any such defect or failure which under proper use, conditions or storage or fitting of the equipment under the Contractor's strict specifications, guidance and supervision appears therein and arises solely from faulty workmanship within a period of 30 days after the repair has been performed. It shall be a conditions precedent to the Contractor's liability that the Customer;

7.7.2.1 - has given prompt and reasonable notice of the defect to the Contractor

7.7.2.2 - and at its own expense, either returned the equipment to the Contractor or (if the Contract so elects) provided the Contractor with access to the equipment at the Customer's premises as the Contractor reasonably requires for the purpose of effecting such repair.

### 8 - Customer Obligations

The customer shall ensure at his own expense that:

8.1 - If required by the Contractor access is made by the Customer for the Contractor and its employees or sub-contractors to the Customer's premises and that such access, roads or surfaces are satisfactory for transporting the Contractor's materials and equipment.

8.2 - Where the maintenance is performed in conformity with the instructions provided by the Customer, it shall be the Customer's responsibility to supply a signed drawing and technical specification of the maintenance require. If the Customer fails to supply such signed drawing or specification no liability shall attach to the Contractor in respect of any defect or error in the maintenance or repair provided. Where specifications, plans or designs are to be supplied by the Customer, such specification shall be supplied in reasonable time to enable the Contractor to complete the maintenance within the period named and the Contractor shall not be responsible for any delay or loss incurred by the Customer's failure to supply such specification, plans or designs promptly. Where the maintenance carried out by the Contractor includes the reclamation or rectification of damaged equipment then the Contractor shall be entitled to use such method as it thinks fit. The Contractor shall not be responsible for the accuracy of any drawing or specifications supplied by the Customer.



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### 9 - Drawings

9.1 - All drawings and specifications supplied by the Contractor shall remain the Contractor's property and copyright.

9.2 - The Contractor has endeavoured to provide full descriptions and illustrations of its services in its catalogues and price lists and although these have been carefully prepared it is not intended that the Customer should rely on the same as they are issued for general guidance only and the Contractor does not accept responsibility whatsoever for any errors or omissions therein or any loss or damage resulting from the said reliance on such descriptions and illustrations. The Contractor reserves the right to make alterations, improvements or other variations to the services offered as it may think fit and no such alteration, improvement or variation which in the Contractor's reasonable opinion it deems is necessary.

9.3 - Where a Customer or a person nominated by the Customer has provided original information and in reliance on this the Contractor has designed drawings and specifications the Customer accepts that these have been prepared on the assumption that they should be subject to the normal usage.

9.4 - The Contractor shall be under no liability whatsoever to the Customer in respect of any loss, damage or claim incurred by or made against the Customer should any of the maintenance or repair performed by the Contractor breach or infringe any intellectual property rights including patents, registered designs and copyright or the provisions of any statute, statutory instrument or regulation.

### 10 - Termination

The Contract may be terminated at any time by the Customer only on written notice and upon payment or proper and reasonable termination charges which will be sufficient to compensate the Contractor, for its loss of profit and all other expenses in respect of the Contract.

### 11 - Severance

If at any time any one or more of the provision of these conditions becomes invalid, illegal or un-enforceable in any respect under law or is held by a court to be invalid, illegal or un-enforceable, the validity and enforceability of the remaining provision shall not in any way be effected or impaired.

### 12 - Law and Jurisdiction

These conditions and every agreement governed by them shall be governed and constructed in accordance with English law, and the Contractor and the Customer hereby agree to submit to the jurisdiction of the English courts save only where the Contractor invokes the jurisdiction of another country. Under no circumstances shall the Uniform Laws on International Sales Act 1967 apply.