

MAINTENANCE AGREEMENT Terms and Conditions

This agreement is made **Barwell Global Limited** (hereinafter called "The Company") and The Customer.

The Company agrees to service the equipment specified in the First Schedule hereto subject to the following terms and conditions.

1. The Customer agrees to give all reasonable assistance to The Company's representative and in particular will ensure and allow him to satisfy himself that the conditions in which he will be working will be safe.
2. This agreement is for an initial period of twelve months and thereafter will remain in force until terminated in any of the following cases:
 - i. By either party giving twenty-eight days written notice to the other;
 - ii. By either party forthwith for failure of the other to remedy a breach hereof after receipt of reasonable notice requiring it to do so.

If this agreement is terminated as above up to 50% of any paid and outstanding contract charge may at the discretion of The Company be refunded to The Customer.

3. The Company's representative will make two, three or four service visits depending on contract type within each period of twelve calendar months from the date hereof until this agreement is cancelled. In respect of the first twelve months these are detailed on the First Schedule hereto which gives approximate dates when they will fall due.
4. The cost of this scheme for the first twelve months from the date hereof will be calculated from the scale of charges given in the First Schedule hereto, payable in one instalment on completion of the first service visit hereunder. Unless cancelled under clause 2 further periods of twelve calendar months will be charged at the same level of discount from the Company's standard rates which shall be advised to the Customer from time to time.
5. The cost of component parts or materials necessary to repair the equipment will be additional to the maintenance charge and will be supplied only under the Company's standard Terms & Conditions of Sale. They will be invoiced, at list LESS 10% for a 2* contract, 12% for a 3* contract and 15% for a 4* contract, with or separately from the charge for this agreement as appropriate.
6. The Company reserves the right to suspend all cover under this agreement if any monies due to The Company, whether in connection with this agreement or not, are overdue under The Company's terms and conditions of sale which shall prevail in all matters relating to this agreement.

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7. This agreement covers routine maintenance and the labour required for the replacement of consumable parts only. This agreement does not cover failure of non-consumable parts or service work necessitated by accidental damage to the equipment or work arising out of negligence or improper routine maintenance carried out otherwise than by a representative of The Company. At the discretion of The Company's representative non-consumable parts easily fitted during his visit will be fitted at no additional labour cost. Any request or agreement by a representative of The Customer for chargeable work in excess of that covered by this agreement to be carried out during a service visit hereunder shall be binding on The Customer under The Company's standard terms and conditions of sale. In the event of a dispute as to whether such a request or agreement has been made, the burden of proof shall lie with The Customer. If in the opinion of The Company's Technician overhauls of the equipment are required in order to keep the equipment to a satisfactory state of repair The Company will submit a cost estimate based on current hourly rates less 20% for a 2* contract, 22.5% for a 3* contract and 25% for a 4* contract. Such costs if agreed by The Customer will be additional to the maintenance charge
8. The Company agrees to provide a priority service to rectify breakdowns of equipment covered by this agreement. Within 28 days of a service visit carried out by a Company representative hereunder no charge will be made for labour provided: -
 - i) That The Customer has accepted and carried out The Company's recommendations as to any further overhauls that may be required
 - ii) That The Customer agrees to pay for all travel and incidental expenses of The Company's representative at cost, non-consumable parts not fitted during the previous visit, and all consumable parts.

At all other times The Company's labour charge for providing this service will be at current hourly rates less 20% for a 2* contract, 22.5% for a 3* contract and 25% for a 4* contract.
9. This agreement is specific to The Customer and shall not be transferred without the written consent of The Company.
10. If the location of the equipment is changed by The Customer such re-location may involve an alteration of maintenance charges.
11. To the extent permitted by law The Company shall not be responsible (whether in Contract or in Tort) for any direct or consequential loss damage or injury caused by any act or omission of The Company or its representatives or otherwise.
12. The Company will use its best endeavour to service or maintain the equipment at the agreed intervals but The Company shall not be liable for any direct loss or for any loss of profits or loss of business or other consequential loss caused by The Company's delay in servicing or maintaining the equipment.

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13. The terms set out herein shall be read in conjunction with the Company's standard Terms & Conditions of Sale. Together these form the entire Maintenance Agreement between The Company and The Customer and shall not be varied by the terms and conditions of any order submitted by The Customer for the repair and maintenance of the equipment nor shall The Company be bound by any representation of any of its representatives as to the effect of these terms and conditions or as to the subject matter of the contract generally unless such representation has been confirmed in writing by a Director of The Company.
14. This agreement is governed in all respects by The Law of England.