

**W.E.S. Ltd.**

**STANDARD TERMS & CONDITIONS FOR THE PROVISION OF SERVICE AND MAINTENANCE**

**1. DEFINITIONS AND LAW**

This document sets out the general conditions under which service & maintenance is provided by W.E.S. Ltd, referred to herein as the "Supplier".

The complete contract is the document(s) or contract schedule(s) that sets out these conditions and all other details relevant to a particular agreement, including a statement of work, quotation or other similar document(s) describing the services to be provided by the Supplier and is hereinafter referred to as the "Contract".

The services & maintenance stated in the relevant Contract are hereinafter referred to as the "Services". The "Customer" is the person, firm, supplier, corporation, public authority or body receiving the Services. The parties to the Contract are the Supplier of the Services and the Customer named in the Contract and where applicable any person purporting to act on behalf of the Customer.

This Contract shall be governed by and construed in accordance with the law of England.

**2. SCOPE OF SERVICES**

The Supplier's representative will make service visits for the period specified as set out in the Contract schedule.

This agreement does not cover work necessitated by accidental damage to the equipment, or work arising out of negligence or improper use of the equipment being serviced, carried out otherwise than by a representative of the Supplier and the cost of component parts or materials necessary to repair the equipment will be additional to the Services charge and will be supplied only under the Supplier's "Standard Terms & Conditions of Sale for the Provision of Goods & Services". Any request or agreement by a representative of the Customer for chargeable work in excess of that covered by the Contract to be carried out during a service visit hereunder, shall be binding on the Customer under the Supplier's "Standard Terms & Conditions of Sale for the Provision of Goods & Services". 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.

**3. WHEN THE CONTRACT COMES INTO BEING**

The contract shall come into being between the Customer and the Supplier when the Customer has placed an order detailing their requirements and agreeing to be bound by these conditions and the Supplier has accepted the order.

**4. RESPONSIBILITIES OF THE CUSTOMER AND PERSON MAKING THE CONTRACT**

The competent person making the Contract warrants that he has the authority of the Customer to make this Contract on the Customer's behalf and hereby agrees to indemnify the Supplier against all losses and costs that maybe incurred by the Supplier if this is not so.

The Customer agrees to give all reasonable assistance to the Supplier's representative and in particular, will ensure and allow the representative to satisfy themselves that the conditions in which they will be working will be safe.

**5. PAYMENT**

The Customer will pay the charges stated in the contract without retention. Subject to a satisfactory credit rating, standard payment terms are 30 days net monthly. If payment is not made on the due date, the Supplier will be entitled to interest on the amount that is overdue at the contemporary base rate of the Lloyds Bank Plc. plus 8%, calculated on a daily basis.

This shall be without prejudice to any other rights or remedies of the Supplier. The Customer will pay any charges reasonably incurred in the recovery of money or equipment.

If the location of the equipment to be serviced is changed by the Customer, such re-location may involve an alteration of service and maintenance charges.

The Supplier reserves the right to suspend all cover under the Contract if any monies due to the Supplier, whether in connection with this agreement or not, are overdue under the Contract, which shall prevail in all matters relating to this agreement.

Your chemical. Our know-how.

#### **6. WARRANTY**

The Supplier warrants that all supplied goods and service parts are free from defects in design, workmanship, construction or materials from the date of delivery for a period of 12 months (or for the expected service life where that is less than 12 months).

The Supplier warrants that the goods & services performed under the Contract shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

Except as expressly stated in the Contract, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the goods & services to be provided by the Supplier.

#### **7. CONSEQUENTIAL LOSSES**

The Supplier will use its best endeavour to service or maintain the equipment at the agreed intervals, but the Supplier shall not be liable for Liquidated Damages or any direct or indirect consequential losses to the Customer, including any expense, liability, loss claim, or proceeding whatsoever, caused by, or arising out of the breakdown or stoppage of the Equipment being serviced, or for any act or omission of the Supplier or its representatives or otherwise.

#### **8. TERMINATION OF CONTRACT**

The Supplier shall be entitled at any time to terminate this contract (such termination to be effected immediately) if the Customer:

- (i) is in breach of this Contract
- (ii) fails to pay an amount payable under the Contract on its due date
- (iii) fails to comply with the terms of the Contract unless remedied within seven (7) days' notice
- (iv) the Customer becomes insolvent
- (v) there is a default under any other agreement, or other obligation of the Customer or its Holding Company or the Customer's or its Holding Company subsidiaries has with W.E.S. Ltd. Such termination shall not affect the right of the Supplier to recover from the Customer any monies due under this contractor damages for breach thereof.

#### **9. CANCELLATION FEES**

The Supplier reserves the right to charge for any cancellation fees as set out in the Contract.

#### **10. PERSONAL INJURY/LIABILITY COVER**

It is the Customer's responsibility to have insurance cover for public liability, personal injury and employer's liability.

#### **11. RIGHTS RESERVED**

Any failure by the Supplier to enforce any or all of these Terms & Conditions shall not be constituted as a waiver of any of the Supplier's rights hereunder.

#### **12. SEPARATE TERM VALIDITY AND CONTRACT VARIATIONS**

Should any term of this Contract be held invalid, such invalidity shall not affect the validity of the remaining terms. Headings in these Terms & Conditions are for reference purposes only and shall not affect the interpretation of these Terms & Conditions. No variations to this contract shall be binding unless agreed in writing between the authorised representatives of the Supplier and the Customer.

**END**