

## **1. Definitions**

1.1 "Equipment" means the equipment specified in the equipment details overleaf.

1.2 "Site" means the site specified in the customer details overleaf.

1.3 "Annual Charge" means the sum shown in our current price list as being the total charge payable for each specified piece of equipment/ contract by the customer annually in advance. This payment can, in most instances be broken down into two equal payments made at six month intervals.

1.4 "Service Visit" means a visit to the site for the purpose of carrying out inspections, validations and routine maintenance of the equipment as per the maintenance schedule.

## **2. Period of Service Plan**

2.1 This service plan is effective for a period of one year from the commencement date or the date payment is received by the service provider.

2.2 Unless the service provider receives written notice of cancellation prior to the 11th month of the contract, the contract will automatically renew for a further twelve months at the prevailing annual charge. This clause is only relevant to customers who wish to stay with the service provider, anyone wishing to end association with the service provider will be allowed to do so.

## **3. Maintenance Services**

3.1 Where an emergency repair visit is made and the request is shown to be without foundation or due to customer misuse, the service provider reserves the right to charge the customer for the visit.

3.2 The service provider at their discretion may supply and fit adequate replacement parts or components which are not the same as the components replaced.

3.3 The service provider shall not be held responsible for any delay in the provision of spare parts replaced.

3.4 The maintenance, repair or replacement of parts shall not extend to:

- a) Modifications or additions to the equipment including printed control boards and vacuum pumps.
- b) Peripheral, cosmetic or decorative items.
- c) Wear or tear and damage caused by corrosion and/or rust.
- d) Defects resulting in misuse or neglect of, or accident to the equipment.
- e) Equipment contamination with radioactive or noxious material or in an otherwise obviously dangerous condition.
- f) Parts covered in exclusions stated in current price list.
- g) Printers or printer consumables.

3.5 Parts will be replaced as the service provider considers necessary in the interest of performance or safety. If not excluded the customer shall pay at the current price list.

3.6 Emergency repair visits shall be charged to the customer by the service provider at the rates applicable at the time of the request if not excluded.

3.7 Where in the opinion of the service provider, satisfactory operation of the equipment becomes dependent upon the need to recondition the equipment, the service provider will notify the customer in writing and submit a cost estimate to be approved by the customer. Such costs will be in addition to the annual charge.

3.8 The service provider reserves the right to charge for parts fitted at the first service visit of a new or lapsed contract in order to bring the equipment to within specification.

3.8(a) If your contract is inclusive of free or reduced rate emergency repair visits and/or parts then any repair visits requested or parts used once the maximum cycles per annum are exceeded will be charged at the current price.

## **4. Refunds**

No refund will be given for any un-expired period of this contract unless cancelled by the service provider.

## **5. Use of Sub-Contractors**

The service provider reserves the right to use sub-contractors to carry out all or part of the services to be provided under this contract.

## **6. Limitation of Obligations**

The service provider shall not be held liable if it is unable to carry out its obligations under this contract due to industrial dispute or

*force majeure.*

**7. Care Of Equipment and Service Appointments**

7.1 The customer shall keep and operate the equipment in accordance with the instructions and advice of the equipment manufacturer and the service provider and shall give the service provider and their authorized contractors, servants and agents access to the equipment for the purpose of carrying out maintenance services and emergency repair visits.

7.2 The exact date when the service provider will carry out the service described will be at the sole discretion of the service provider who will give the customer reasonable notice of any visit. If, at the request of the customer and subject to the agreement of the service provider, the service provider shall carry out any part of the service outside its normal working hours of 8.30am and 5.30pm Monday to Friday inclusive, the customer will pay the service provider additional charges for out of hours service.

7.3 The customer will not, nor allow any third party without the prior written authority of the service provider, to carry out any work on the equipment during the period of the contract.

7.4 The service provider reserves the right to make a charge over and above the annual charge if the equipment is not available to the engineer within a reasonable time of their arrival on the appointed day.

7.5 The service provider reserves the right to charge the customer toll and parking charges incurred in attending the site.

**8. Exclusions**

8.1 The service provider shall have no liability for any loss or damage of any kind arising from the following:

- a) Any defect or failure of the equipment however occasional other than by its negligence.
- b) Any reason of any circumstances beyond its control.
- c) Any defect or inadequacy attributable to the original design of the equipment.
- d) Any defect covered by any manufacturers or suppliers warranty.
- e) The fabric of the site.
- f) Any defect caused by malicious or wilful act negligence misuse or third-party interference.
- g) Any defect or damage caused by the failure of the public electricity or water supply.
- h) Making good any damage resulting from fire, flood, lightning, explosion, storm, frost or other natural hazards war or civil disorder.

**9. Loan Equipment**

The service provider is unable to guarantee that any loan equipment provided will be the exact model of the unit being repaired and that the loan equipment is validated to HTM2010/HTM2030.

**10. Prices**

The service provider reserves the right to alter or amend any of their published price lists without notice.

Signed By Service Provider

Signed By Customer

Date.....

Date.....

NJC Autoclaves Ltd.

Practice Manager/Owner/User(delete accordingly)