



## TERMS AND CONDITIONS OF BUSINESS

### SECTION A NEW AND USED PARTS SUPPLY.

#### Article 1 Purchases

A.1.0. All quotes provided are valid for 20 days unless specified within the quotation.

A.1.1. Prices are based on current stock levels and quantity requested and may be subject to increase or decrease at any time outside of the stated quote validity period.

A.1.2. Quality Service Solutions hereafter referred to as the company and any companies acting on behalf of the company reserves the right to decline sale at any point before exchange of funds.

A.1.3. Quality Service Solutions may operate as a re-seller and subsequently may have limited control over lead times or item compatibility. While we will ensure every measure is taken to provide accurate part descriptions and lead times we accept no responsibility or delays or inaccuracy in this instance.

A.1.4. Lead times quoted are expected lead times and may be subject to change at any time. Quality Service Solutions accepts no responsibility for delays in supply or delivery and subsequently will not provide any financial recompense.

A.1.5. Orders are placed upon receipt of Pro forma payment for new customers or those without a credit account. For customers with a credit account orders will be placed upon issue of a valid purchase order number

A.1.6. Order numbers must be issued via email and make clear reference to what they are in relation to.

A.1.7. Payment will only be accepted via the following methods: Online bank transfer, BACS.

#### Article 2 Returns

A.2.0. Quality Service Solutions accepts returns for purchases made in error provided the goods are un-damaged and the packaging is in re-saleable condition (resalable condition is judged at Quality Service Solutions discretion).

A.2.1. Parts returned as a result of purchasing error will be refunded by way of a credit note and subject to a 20% re-stocking fee.

A.2.2. Parts returned as a result of a purchasing error must be returned at buyer's expense and risk, Quality Service Solutions accepts no responsibility for items lost or damaged in return postage and do not take responsibility for the item until it arrives at our premises and has been signed for by a member of staff.

A.2.3. Quality Service Solutions accept return of faulty parts within 10 days of purchase or where applicable when inside the manufacturer's warranty period.

A.2.4. All returns of faulty goods will be subject to an inspection either internal or by the manufacturer and refunded or replaced if deemed genuine.

A.2.5. Return of faulty parts must be returned at buyer's expense and risk, Quality Service Solutions accepts no responsibility for items lost or damaged in return postage and do not take responsibility for the item until it arrives at our premises and has been signed for by a member of staff.

A.2.6. Quality Service Solutions where acting as a re-seller will be bound by the OEM suppliers returns policies and therefore these will supersede the above stated terms. In this instance Quality Service Solutions will carry through the OEM suppliers returns policies and act as an interim until the returns case is resolved. In this instance Quality Service Solutions will have no influence and will accept no responsibility for any decisions regarding return or refund of parts made by the OEM supplier.

## SECTION B HIRE OF MACHINERY

### Article 1 hire machinery transportation

B.1.0 The company is responsible for any hire machinery in transit where the transport has been organized by the company.

B.1.1 The responsibility for any hire machinery where transportation is organized by the company will become that of the customer at the point of signing to accept delivery of the machinery.

B.1.2 The company accepts no responsibility for the loading or transportation of hire machinery organized by the customer. In this instance the machinery will become the responsibility of the customer once the carrier or persons sent to collect the machinery sign the collection paperwork.

B.1.3 The company reserves the right to decline loading of hire machinery where the customer has arranged their own collection for any reason they deem reasonable.

B.1.4 When the customer has arranged their own collection of hire machinery the company reserves the right to charge hourly workshop rate for failed loading or collection attempts.

### Article 2 general hire machinery conditions and practices

B.2.0 The company will supply the equipment detailed in the related hire agreement once the hire agreement is signed and returned and payment for non-credit account holders has been made or an order number issued for customers with credit accounts.

B.2.1 All machinery will be subject to a minimum hire period of 1 month.

B.2.2 All machinery will be charged at the agreed weekly or monthly rate as per the related contract after the first month.

B.2.3 Hire charges will be invoiced monthly and are payable within 30 days from the invoice date

B.2.4 The company reserves the right to remove any hire machinery if the payment schedule outlined is not adhered to.

B.2.4 The company reserves the right to remove any hire equipment if they deem any of the terms or conditions outlined in this document to be breached.

B.2.5 The customer has the right to terminate the hire agreement at any time providing one calendar month notice is given and acknowledged by the company via an acknowledgement email.

B.2.6 All hire charges remain payable (including termination notice period) up to the acknowledged date of termination.

B.2.7 The customer is responsible for providing adequate insurance for any hire equipment while in transit and on the customer's premise.

B.2.8 The customer is responsible for any safety related issues with any hire machinery while it is on the customer's premises. This includes providing the correct environmental conditions for safe operation, Training on safe operation, risk assessments and any other safety related issues.

B.2.9 The customer is responsible for the general maintenance and upkeep of the hire machinery for the duration of the agreed hire period.

B.2.10 The customer be charged for any maintenance and repair work (parts and labor) for any damage caused to the hire machine.

B.2.11 Hire machinery will be deemed damaged if any astatic or function of the machine is impaired. This includes damages caused by users (malicious or accidental), Fire or heat, water, steam, chemicals, extreme environmental conditions, acts of god, natural disasters, criminal damage, or any other circumstances at the company's discretion.

B.2.12 Hire machinery is supplied on the understanding it is to be used for the purpose intended by the manufacturer.

B.2.13 Hire machinery is supplied on the understanding that it is to be used on the customer's premises detailed in the hire agreement. Hire machinery is only to be removed from the customer's premises agreed in the hire agreement with the express written consent of the company.

B.2.13 The company reserves the right to invoice for the full recorded value of the hire machine if any of the following become true:

- The hire machine is lost and cannot be located within one week.
- The hire machine is damaged beyond economical repair (judged at the company's discretion)
- The hire machine is removed from the customers site as per the hire agreement without the companies express written permission.
- The hire machine is removed from the United Kingdom mainland (if not agreed in original hire agreement)
- The customer refuses access to the company and or any persons acting on behalf of the company when removing the machinery from site for any of the above stated reasons or at the end of the hire period.
- The hire machinery has been subject to any unauthorized modification.

## SECTION C SALE OF NEW AND USED MACHINERY

### Article 1 interpretation

C.1.1. The definitions and rules of interpretation in this condition apply in these conditions.

Buyer: the person, firm or company who purchases the Goods from the Company.

Company: the company named overleaf or otherwise the Group Company with which the Buyer is contracting to purchase Goods

Contract: any contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these conditions.

Delivery Point: the place where delivery of the Goods is to take place under condition Delivery.

Goods: any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them).

C.1.2. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

C.1.3. Words in the singular include the plural and in the plural include the singular.

C.1.4. A reference to one gender includes a reference to the other gender.

C.1.5. Condition headings do not affect the interpretation of these conditions.

## Article 2 Application of terms

C.2.1. Subject to any variation under condition These conditions apply to all the Company's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a duly authorised representative of the Company. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation. the Contract shall be on these conditions to the exclusion of all other terms and conditions

(including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

C.2.2. No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

C.2.3. These conditions apply to all the Company's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a duly authorised representative of the Company. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.

C.2.4. Each order or acceptance of a quotation for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions.

C.2.5. Unless the Company otherwise elects no order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by

the Company or (if earlier) the Company delivers the Goods to the Buyer.

C.2.6. The Buyer shall ensure that the terms of its order and any applicable specification provided by or on behalf of the Buyer are complete and accurate.

C.2.7. Any quotation is given on the basis that (unless the Company otherwise elects) no Contract shall come into existence until the Company despatches an acknowledgement of order to the Buyer. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.

#### Article 3 Description

C.3.1. The quantity and description of the Goods shall be as set out in the Company's quotation or acknowledgement of order.

C.3.2. All samples, drawings, descriptive matter and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

C.3.3. The Goods shall conform with any performance or functional specification set out in the Company's quotation or acknowledgement of order.

#### Article 4 Delivery

C.4.1. Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the Buyer's nominated delivery address within the United Kingdom.

C.4.2. Unless otherwise agreed in writing by the Company (in which case it shall be entitled to raise an additional charge for expedited delivery) any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

C.4.3. Subject to the other provisions of these conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 90 days.

C.4.4. If for any reason the Buyer does not accept delivery of any of the Goods when they are presented at the Delivery Point (within any relevant opening hours notified in writing to the Company):

(a) risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Company's negligence);

(b) the Goods shall be deemed to have been delivered; and

(c) the Company may store the Goods until delivery, whereupon the Buyer

shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

C.4.5. The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for unloading the Goods.

C.4.6. If the Company delivers to the Buyer a quantity of Goods of up to 10% more or less than the quantity accepted by the Company, the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such goods at the pro rata Contract rate.

C.4.7. The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.

C.4.8. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

C.4.9. The responsibility for any machinery where transportation is organized by the company will become that of the customer at the point of signing to accept delivery of the machinery.

C.4.10. The company accepts no responsibility for the loading or transportation of machinery organized by the customer. In this instance the machinery will become the responsibility of the customer once the carrier or persons sent to collect the machinery sign the collection paperwork.

C.4.11. The company reserves the right to decline loading of machinery where the customer has arranged their own collection for any reason they deem reasonable.

C.4.12. When the customer has arranged their own collection of hire machinery the company reserves the right to charge hourly workshop rate for failed loading or collection attempts

#### Article 5 Non-delivery

C.5.1. The quantity of any consignment of Goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.

C.5.2 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Buyer gives written notice to the Company of the non-delivery within 7 days of the date when the Goods would in the ordinary course of event, have been received.

C.5.3. Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

#### Article 6 Risk / title

C.6.1. The Goods are at the risk of the Buyer from the time of delivery.

C.6.2. Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:

- (a) the Goods; and
- (b) all other sums which are at the time of delivery due to the Company from the Buyer on any account; and
- (c) all other sums which become due to the Company from the Buyer on any account, and
- (d) all other sums which are at the time of delivery or which become due to any Group Company (other than the Company) from the Buyer on any account.

C.6.3. Until ownership of the Goods has passed to the Buyer, the Buyer shall:

- (a) hold the Goods on a fiduciary basis as the Company's bailee;
- (b) store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;
- (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- (d) maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company.

C.6.4. The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:

- (a) any sale shall be effected in the ordinary course of the Buyer's business at full market value; and
- (b) any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.

6.5 The Buyer's right to possession of the Goods shall terminate immediately if:

- (a) the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
- (b) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other

contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer

ceases to trade; or  
(c) the Buyer encumbers or in any way charges any of the Goods.

C.6.6. The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

C.6.7. The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

C.6.8. Where the Company is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.

C.6.9. On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this condition Risk/title shall remain in effect.

#### Article 7 Price

C.7.1. Unless otherwise agreed by the Company in writing, the price for the Goods shall be the price set out in the Company's price list published on the date of delivery or deemed delivery.

C.7.2. The price for the Goods shall be exclusive of any value added tax and (unless the Company quotes a delivered price for the Goods which is inclusive of all other costs or charges in relation to packaging, loading, unloading, carriage and insurance) such costs and charges shall be additionally payable by the Buyer when it is due to pay for the Goods.

#### Article 8 Payment

C.8.1. Subject to condition All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision., payment of the price for the Goods is due in pounds sterling on the last working day of the month following the month in which the Goods are delivered or deemed to be delivered.

C.8.2. Time for payment shall be of the essence.

C.8.3. No payment shall be deemed to have been received until the Company has received cleared funds.

C.8.4. All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.

C.8.5. The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.

C.8.6. If the Buyer fails to pay the Company any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 5% above the base lending rate from time to time of Barclays Bank plc, accruing on a daily basis until payment is made, whether before or



after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

C.8.7. Payment will only be accepted via the following methods: Online bank transfer, BACS.

## Article 9 Quality

C.9.1. Where the Company is not the manufacturer of the Goods, the Company shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Company.

C.9.2. The Company warrants that (subject to the other provisions of these conditions) on delivery the Goods shall:

- (a) be of satisfactory quality within the meaning of the Sale of Goods Act 1979 and
- (b) be reasonably fit for their intended purpose.

C.9.3. The Company shall not be liable for a breach of any of the warranties in condition The Company warrants that (subject to the other provisions of these conditions) on delivery the Goods shall: unless:

- (a) the Buyer gives written notice of the defect to the Company, and, if the defect is as a result of damage in transit to the carrier, within 7 days of the time when the Buyer discovers or ought to have discovered the defect; and
- (b) the Company is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Buyer's cost for the examination to take place there.

C.9.4. The Company shall not be liable for a breach of any of the warranties in condition The Company warrants that (subject to the other provisions of these conditions) on delivery the Goods shall: if:

- (a) the Buyer makes any further use of such Goods after giving such notice; or
- (b) the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
- (c) the Buyer alters or repairs such Goods without the written consent of the Company, or
- (d) the Buyer is in default of any obligation owed to the Company or any Group Company including, without limitation, its obligation to pay for the Goods.

C.9.5. Subject to condition The Company shall not be liable for a breach of any of the warranties in condition The Company warrants that (subject to the other provisions of these conditions) on delivery the Goods shall: unless: and condition The Company shall not be liable for a breach of any of the warranties in condition The Company warrants that (subject to the other provisions of these conditions) on delivery the Goods shall: if:, if any of the Goods do not conform with any of the warranties in condition The Company warrants that (subject to the other provisions of these conditions) on delivery the Goods shall: the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the

pro rata Contract rate provided that, if the Company so requests, the Buyer shall, at the Buyer's expense, return the Goods or the part of such Goods which is defective to the Company.

C.9.6. If the Company complies with condition Subject to condition The Company shall not be liable for a breach of any of the warranties in condition The Company warrants

that (subject to the other provisions of these conditions) on delivery the Goods shall: unless: and condition The Company shall not be liable for a breach of any of the warranties in condition The Company warrants that (subject to the other provisions of these conditions) on delivery the Goods shall: if, if any of the Goods do not conform with any of the warranties in condition The Company warrants that (subject to the other provisions of these conditions) on delivery the Goods shall: the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Buyer shall, at the Buyer's expense, return the Goods or the part of such Goods which is defective to the Company. it shall have no further liability for a breach of any of the warranties in condition The Company warrants that (subject to the other provisions of these conditions) on delivery the Goods shall: in respect of such Goods.

#### Article 10 Limitation of liability

C.10.1. Subject to condition Delivery, condition Non-delivery and condition Quality, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

- (a) any breach of these conditions;
  - (b) any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
  - (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 10.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 10.3 Nothing in these conditions excludes or limits the liability of the Company:
- (a) for death or personal injury caused by the Company's negligence; or
  - (b) under section 2(3), Consumer Protection Act 1987; or
  - (c) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
  - (d) for fraud or fraudulent misrepresentation.

C.10.4. Subject to condition All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract. and condition Nothing in these conditions excludes or limits the liability of the Company:

- (a) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and
- (b) (for the avoidance of doubt) the expression 'total liability' in clause 10.4(a) shall include liability for loss of profit, loss of business, or

depletion of goodwill in each case whether direct or indirect.

#### Acritical 11 Assignment

C.11.1. The Company may assign the Contract or any part of it to any person, firm or company.

C.11.2. The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

#### Article 12 Force majeure

C.12.1. The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 90 days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.

#### Article 13 General

C.13.1. Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

C.13.2. If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

C.13.3. Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

C.13.4. Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

C.13.5. The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

C.13.6. The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

C.13.7. All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post (in the case of the Company) to its principal place of business or (in the case of the Buyer) to its registered office or (in either case) such other address as either party may in writing notify to the other for such purpose. Communications shall be deemed to have been received on the day of delivery (if delivered by hand) and two days (excluding Saturdays, Sundays and bank and other public holidays) after posting (exclusive of the day of posting).

## SECTION D SERVICE AND CALIBRATION CONTRACTS

### Article 1 Formation of Contract

D.1.1. These conditions of contract together with the Service Level Agreement will constitute the only terms of contract between Quality Service Solutions and the client irrespective of any prior correspondence or dealings or any conditions appearing on or forming part of the Client order.

### Article 2 Exceptions

D.2.1. Where an engineer is called to site for a repair under a level 4 or level 5 contract and the call is deemed to be as a result of negligence or deliberate act or where we have attended the machine before and advised that action is required and that action has not taken place then the engineers visit will be deemed chargeable.

D.2.2. Any Parts used to affect the repair will be chargeable.

D.2.3. The response time to an emergency will be as detailed in the Service Level Agreement.

D.2.4 Where an engineer is kept waiting to access the faulty equipment due to production or other reasons the time classed as waiting time will be charged at our standard hourly rate.

### Article 3 Planned Preventive Maintenance (PPM)

D.3.1. PPM will be carried out on site by a qualified Quality Services Solutions service engineer as part of the Service Level Agreement and will cover the items outlined in the PPM schedules. The frequency of PPM visits will be as detailed in the Service Level Agreement.

### Article 4 Major Repairs and Overhauls

D.4.1. Major repairs and overhauls, including damage caused by negligence, misuse, water ingress or excessive heat, are not included within the Level 4 or Level 5 contract. The Quality Services Solution service engineer shall decide in his absolute discretion if the equipment needs major repair or overhaul and if so shall notify the client. The client may also request a major repair or overhaul without regard to the judgement of the Quality Service Solutions service engineer. Major repairs or overhauls shall be charged to the client on the basis of time and material or as otherwise agreed.

### Article 5 Suspension

D.5.1. The Quality Service Solutions service engineer is instructed to recommend in his absolute discretion that equipment be withdrawn from use pending repair and enter such a recommendation in his report. The responsibility for withdrawing the equipment from service shall be that of the Client who shall be solely and fully responsible for any consequences, which may arise from not promptly implementing the recommendation of the Quality Service Solutions service engineer.

### Article 6 Other Manufactures Equipment

D.6.1. The Quality Service Solutions Service Engineer is not authorized to service equipment other than that maintained by Quality Services Solutions and included in the service agreement schedule of equipment.

#### Article 7 Alterations and Modifications

D.7.1. Quality Service Solutions reserves the right to refuse to service equipment which in the sole opinion of the Quality Service Solutions service engineer which is unsafe to operate either mechanically or electrically and or has been modified, altered or serviced other than by Quality Service Solutions and he so shall note on his service report. Repairs and service on such equipment or other work outside the scope of the maintenance agreement may be carried out at the request of the Client, subject to the specific approval of Quality Service Solutions and will be charged on the basis of time and materials.

#### Article 8 Service Report

D.8.1. The Quality Service Solutions service engineer shall submit a written report detailing work carried out and parts used during the visit. This will be submitted to an authorized member of the customer's staff for signature.

#### Article 9 Working Conditions

D.9.1. The Client will make the equipment available to the Quality Service Solutions service engineer during the agreed coverage hours in a clean condition and will provide the Quality Services Solutions service engineer with a clean, well-lit area where the work can be carried out safely and will if so requested provide at the Clients cost such skilled assistance as shall be reasonably requested by the Quality Service Solutions service engineer, in accordance with the requirements of the Health & Safety Acts effective in the country of service.

#### Article 9 Validity

D.9.1. This maintenance agreement is valid for a period of twelve months from the date of issue unless otherwise stated. An invitation to renew will be issued by Quality Service Solutions one month prior to expiry and the maintenance agreement shall be construed as automatically renewed for a further twelve-month period at the rates then quoted unless the Client shall give Notice of Termination in writing not less than 30 days from the date of issue of such invitation to renew. Quality Service Solutions reserves the right to increase prices during the term of this maintenance agreement on giving not less than 30 days' notice in writing.

#### Article 10 Payment

D.10.1. The maintenance charge shall be payable monthly, in advance by Direct Debit or Standing Order. Invoices for parts or spares will be rendered following each service visit and payment is due within 30 days of the date thereof. Parts/spares used during the visit will be charged according to the current Quality Service Solutions spares price list less any discount specified in the Service Level Agreement All rates quoted are exclusive of VAT which will be charged at the rate in force at the time of rendering the invoice.

D.10.2. Quality Service Solutions reserves the right to withhold service visits due under the terms of this maintenance agreement if maintenance charge or invoice payments fall overdue, on giving written notice of its intention to do so and in the event of the bankruptcy, liquidation or receivership of the Client.

## Article 11 Additional equipment

D.11.1. Additional equipment may be added to the schedule within the maintenance agreement by agreement between the Client and Quality Service Solutions at rates to be agreed.

## Article 12 Liability

D.12.1. Whilst every effort will be made to respond to service visits in line with the maintenance agreement, time shall not be the essence of this contract and Quality Service Solutions shall not be liable for any loss or damage which may result from delayed response.

D.12.1. In no event shall Quality Service Solutions' liability under the maintenance agreement whether arising as a result of breach of contract or tort including negligence include any special, indirect, incidental or consequential damages or claims for loss of business or loss of profits even if Quality Service Solutions shall have been advised of the possibility of such loss or damage.

## Article 13 Law

D.13.1. This agreement shall be governed and construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English Civil Courts.

## Article 14 Termination

D.14.1. A 3 month written notice is required to cancel the contract.

## SECTION E ACKNOWLEDGEMENT

### Article 1 conclusive acknowledgement

E.1.1. By signing up to any contract, accepting any quotation or entering in to any agreement of any kind supplied by Quality Service Solutions LTD or any of its subsidiaries, partners or associates you are acknowledging that you have read and understand the above terms and conditions and agree to abide by them hereafter.

Quality Service solutions LTD  
Date of revision 18/10/17  
Revised by R Maples