

1. The Customer will ensure that: -

(a) The equipment as described in the Asset Schedule is used only for the purpose of and control for which it is supplied. (b) The equipment is operated and maintained in accordance with manufacturer's instructions and the equipment is in good serviceable condition. (c) Only ICH Ltd or its agents shall service the equipment. (d) All safe reasonable means of access to the equipment will be provided in order to carry out the maintenance under this agreement. (Please note item 5 below and chargeable extras to contract section). (e) any equipment that might be missing from the equipment list is highlighted to ICH in writing. It is the responsibility of the customer to ensure specific items of equipment do not fall out of compliance.

2. ICH Ltd will endeavour to carry out the maintenance visits overleaf within the time agreed. If no time is agreed, these visits will be at the discretion of ICH Ltd. ICH Ltd will continue to provide this coverage after the anniversary date and will issue a current invoice at the time unless instructed in writing at least three months prior as to any alterations. Any cancellation notices should be sent in writing at least three months prior to the anniversary date. This agreement will automatically rollover should no cancellation in writing be received before the three months prior period. Failure to comply with the correct cancellation procedure will result in automatic rollover of the agreement or a full invoice charge of the service price if no agreement is made.

3. If ICH Ltd is in breach of any of its obligations under this agreement (provided that where such breach is capable of remedy), the breaching party is given 90 days to rectify such breach from the date that notice of any breach is received from the non-infringing Party.

4. ICH Ltd will on the customers instructions, repair or replace worn or damaged parts identified on the routine service visit with new, exchanged or reconditioned parts. The customer will pay for all labour and materials.

5. ICH Ltd reserves the right to employ specialist subcontractors to service the equipment covered by this Maintenance Agreement.

6. ICH Ltd shall reserve the right to terminate the maintenance agreement with immediate effect if the Customer suffers any act of bankruptcy, enters any form of formal insolvency procedure, or enters an administrative receivership or administration. ICH also reserve this right should the Customer suffer any execution or distress to be levied on its property or commits any breach of these conditions, or delays the maintenance work ICH Ltd shall be paid for, including any work and materials supplied or ordered as part of this agreement.

7. ICH Ltd liability under this Maintenance Contract shall be limited to the maintenance visits and repairs and replacements set out in the above and in particular, shall not include liability for any damages or loss including consequential loss or any damages whatsoever in respect of negligence or other torts (except for death or personal injury) occurring out of or in any way connected with this Maintenance Agreement or the equipment covered by it.

8. Property in goods supplied hereunder will not pass to the customer until payment for all such goods supplied has been received by us.

9. General Conditions – as per Standard Conditions of Trading a copy of which will be given as requested.

10. No liability can be accepted for consequential damages arising out of the failure of any plant or equipment for any reason whatsoever.

11. Standard payment terms are 30 days net monthly unless otherwise expressly agreed in writing prior to commencement of the contract period. Invoices will be produced and sent on the start date of each new agreement. On the renewal of the agreement to ensure compliance dates are scheduled in good time invoices can be sent up to 30 days prior to the anniversary.

12. ICH Ltd reserve the right to adjust the cost of the Maintenance Contract on renewal. In the event that ICH is unable to carry out work that was previously confirmed with the client, ICH reserve the right to charge a re-

attendance fee. Should rescheduling of any associated hired equipment be required then the costs incurred will also be charged.

13. Access equipment will be operated by only suitably qualified IPAF or PASMA trained engineers. Failure to accept delivery of the access equipment at the point of delivery, or release at the point of collection may incur additional charges to the client. Use of the access equipment by anyone other than ICH Limited employed staff during its hire must be notified in writing to ICH Limited for approval to ensure correct insurance arrangements can be made.

CHARGEABLE EXTRAS TO CONTRACT

1. All parts and materials used.
2. Labour involved in correcting diagnosed faults and remedial works.
3. Vehicle & mileage expenses for travel time from and back to site collecting spare parts from our stockists.
4. Labour expended in removing and refitting major parts (i.e. heat exchangers and fans etc.) not normally removed during the course of routine maintenance.
5. Hire charges of any specialist machines and equipment e.g. scaffold, welding generators, screwing machines etc.
6. The price quoted herein is based upon free unencumbered access during normal working hours i.e. 8.00 – 16.30 hours weekdays. Overtime rates shall apply outside these times unless explicitly agreed in writing by ICH.

CONDITIONS OF TRADING

1. Any order placed in pursuance of this or any other quotation made by us is only accepted in accordance with these conditions.
2. Any order placed in pursuance of this or any other quotation made by us shall not become binding until we have accepted that order in writing.
3. Save where a programme of works been given to us prior to our acceptance of your order, our acceptance is based on the conditions that we will be allowed to carry out work without hindrance and on a continuous basis. Any extra costs incurred by us as a result of our not being given unhindered and continuous access shall be added to our price and be paid to us by the purchaser.
4. Save where a programme of works has been given to us prior to our acceptance of your order if the sectional or phased installation is required the price quoted will be subject to a fair and reasonable increase.
5. All prices quoted by us are exclusive of all other trade works, (e.g. joiners, builders, electricians etc.) and exclude the cost of providing scaffolding and/or ladders other than stepladders up to a maximum height of five foot.
6. Where the duration of work exceeds four weeks, interim invoices will be submitted by us on or about the third full week or each calendar month and shall include the value of work executed and materials provided plus and an additional amount equal to 5% of the full contract value. Payment of such invoices must be made within one calendar month of their date of issue.
7. Without prejudice to any other rights or remedies which we may possess, if payment is not made in

accordance with Clause (6) hereof or if the buyer is in breach of his obligations, subject to our giving the buyer three days written notice of our intention to do so, we reserve the right to suspend all further execution of the works until such time as payment of all outstanding monies (including current monies) are received by us. Any costs incurred by us as a result of such suspension of work shall be paid to us by the buyer on the next invoice issued after the resumption of works where a contract programme has been agreed, such programme will be extended by a period equivalent to that period during which suspension of the work occurred.

8. In the event of any breach of warranty or a condition of this or any other contract which you may have with us, we reserve the right to suspend any credit facilities agreed with you.

9. Property in goods supplied hereunder will not pass to the customer until payment for all such good supplied has been received by us.

10. Invoices submitted by us are not subject to any discount or retention unless the contrary has been agreed in writing prior to our acceptance of your order.

11. All invoices submitted by us must be paid in accordance with Clause (6) hereof, notwithstanding that (i) there is any dispute over the amount included in the invoice or (ii) there is any financial dispute or counterclaim relating to this contract.

12. In event of a dispute existing over the amount included in the certificate or in relation to any counterclaim or other financial dispute, such monies shall be paid into an account to be maintained by our Solicitors, who shall hold such monies as a stakeholder until such time as the dispute has been settled. Upon settlement of such dispute, the monies shall be distributed in accordance with the terms of such settlement.