

## **TERMS AND CONDITIONS**

STANDARD TERMS AND CONDITIONS –Autoclave Preventive Maintenance Contract (PMC) – Rodwell Engineering Group Ltd

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- 1. This agreement is renewable each year (payable in advance) at the rate established by RODWELL ENGINEERING GROUP LTD (the Supplier) from time to time.
- 2. If at any time any of the charges or any other monies payable under this agreement shall not be paid within one month after the same has become due, the Supplier reserves the right to terminate this maintenance service forthwith without prejudice, however, to the Supplier's right to recover in full all payments which were or may have become due or owing by the Purchaser to the Supplier.
- 3. The Supplier reserves the right to request an increase in payment before the date of renewal, if cost increases make this necessary. One month's notice will be given of such increases. The Customer has the right not to accept such increase in charges, in which case the Agreement shall be considered as cancelled. In this event the Supplier will credit the outstanding balance and maintenance will be available upon request at the prices ruling at the time.
- 4. The Supplier is hereby granted license for their officers and agents from time to time to inspect the equipment at any reasonable time.
- 5. The Purchaser undertakes to inform the Supplier if and when the equipment is not functioning properly, and the Supplier will deliver any necessary adjustments as speedily as possible after notice has been received. In the event of a breakdown every effort will be made to attend site as soon as possible.
- 6. The Purchaser will not permit any person unauthorised by the Supplier to attempt to adjust or repair the equipment.
- 7. The Supplier reserves the right to suspend this contract should it not be possible to give the service required by reason of war conditions or other causes beyond its control.
- 8. The Purchaser will complete daily and weekly checks as specified and prescribed in the Operators Manual.
- 9. Should the Purchaser transfer the equipment to another location, they will immediately inform the Supplier of the new address. Relocation of the equipment may alter the price charged for the contract.
- 10. All spare parts and materials, shall be chargeable at current prices.
- 11. If spare parts and materials are included within the PMC contract they will be listed on the quotation and totaled accordingly.
- 12. All additional repairs/breakdown visits will be charged as an extra. Breakdowns will be charged at the rate specified in the contract unless agreed otherwise. The Purchaser accepts that any subsequent breakdowns not related to the PMC Contract service work are chargeable and particularly on older equipment or where the equipment is deployed in an adverse environment.



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- 13. Rates quoted are based on normal working hours of 08:00 to 16:30 hrs Monday to Friday. Any work requested outside of these times may be charged at the overtime rate or out of hours rate prevailing. Rates can be quoted on request.
- 14. Service bookings at popular request times such as lunchtime, after-hours and Friday P.M. will be subject to a surcharge of 1 hour of the contract rate.
- 15. The Supplier shall inspect and service the equipment at the agreed intervals in accordance with the schedule attached to the contract.
- 16. This agreement is subject to the Rodwell Engineering Group Terms and Conditions of Tender and Contract which you will have received with our quotation.
- 17. Rodwell Engineering Group is committed to stamping out any level of bribery that may occur. This includes the act of bribing or of being bribed. All staff have been made aware of the rules governing the Bribery Act 2010 and have been informed of the consequences of breaking these rules. Rodwell Engineering Group will regularly review the risk areas and will act swiftly and harshly on any employee, customer, distributor, supplier or sub-contractor found contravening these rules and guidelines.
- 18. Verbal orders for supply of spares or to effect repairs will not be accepted. A purchase order number is required for each individual order covering repair work and/or spares supply. Any queries regarding the purchase price or costs to the Purchaser for the items ordered must be raised within 5 working days of receipt of quotation or the order total will be deemed as accepted by the Purchaser. An invoice will then be raised and submitted to the Purchaser within 5 working days of this acceptance date.