

## GLOBAL ASSOCIATES' CONDITIONS OF SERVICE

### 1. Definitions

- 1.1 In this Agreement the following terms shall have the following meanings:-
- |                            |  |
|----------------------------|--|
| “Adjudication Rules”       | shall mean the Rules described in the Scheme for Construction Operations referred to in the Housing Grants Construction and Regeneration Act, 1996 as amended by the Local Democracy, Economic Development and Construction Act, 2009. |
| “Global”                   | shall mean Global Instrumentation Ltd trading as Global Associates   |
| “Client”                   | shall mean the party with whom the Service Agreement is made.  |
| “Conditions of Sale, 2015” | shall mean Global Associates Conditions of Sale, 2015, a copy of which shall be provided to the Client upon request.   |
| “Insolvent”                | shall have the meaning described in Section 113 of the Housing Grants, Construction and Regeneration Act, 1996.  |
| “Quotation”                | shall mean the Quotation submitted by Global Associates to carry out the Maintenance Services.   |
| “Service Charge”           | shall mean the agreed sum to be paid by the Client for the Maintenance Services.   |
| The “Commencement Date”    | shall mean as detailed in the Appendix hereto.   |
| The “Documents”            | shall mean all drawings, calculations, specifications and other information supplied by the Client to Global whether in writing or in a form capable of being used by a computer.  |
| The “Equipment”            | means the Equipment described in the Schedule hereto but shall not include the Excluded Equipment.   |
| The “Excluded Equipment”   | shall mean the Equipment described in the Schedule hereto excluded from this Agreement.  |
| The “Maintenance Services” | shall mean as described in the Appendix hereto   |
| The “Service Agreement”    | shall mean these Conditions, the Quotation and the Schedules hereto.   |
| The “Site”                 | shall mean the location of the equipment covered by the Service Agreement.   |

### 2. Maintenance Services

- 2.1 The Service Agreement shall be accepted by the Client upon the Client signing the Service Agreement or upon the Client allowing Global access on site to commence the Maintenance Services whichever is the sooner (the Commencement Date)
- 2.2 Global will provide the Client with such services as are detailed within the Service Agreement. Unless confirmed by Global in writing, no additions to or modifications to the Service Agreement or any alternative terms supplied by the Client shall be recognised or form part of the Service Agreement.
- 2.3 In the event of any discrepancy between the schedules and any other part of the Service Agreement the Schedules shall prevail.

### 3. Charges and Payment

- 3.1 If the Service Charge is payable annually the first payment shall become due and shall be paid on the date the Service Agreement is entered into. Subsequent payments shall become due and shall be paid on each anniversary of the Service Agreement.
- 3.2 If the Service Charge is payable quarterly the first payment shall become due and shall be paid on the date the Service Agreement is entered into. Subsequent payments shall become due and be paid every three calendar months following the date the Service Agreement was entered into.
- 3.3. Any other services provided to the Client shall be charged to the Client in addition to the Service Charge and shall become due within 5 days of the date of Global's application/invoice and paid within 25 days of the date when payment becomes due (the "final date").
- 3.4 The Client shall issue a notice to Global within 5 days of any due date detailing the sum due and payable by the final date of payment (the "notified sum"), together with the basis of calculation. Where the Client fails to issue such a notice within the prescribed timescales, then, subject to clause 3.6, the sum in the application/invoice referred to in clause 3.3 shall thereupon become the notified sum due and payable by the final date of payment.
- 3.5 Where Global have not issued an application/invoice and the Client has failed to issue the notice prescribed by clause 3.4 hereof, then Global shall be entitled to issue a written notice (the "default notice") specifying the sum Global considers to be due and the basis of calculation. Subject to clause 3.6 any sum so notified to the Client shall thereupon become the notified sum due and payable to Global by the final date of payment, although the final date of payment shall be deferred by the period of time between the date that the Client should have or did issue the payment notice referred to in clause 3.4 and the date of the default notice.
- 3.6 Not later than 5 days prior to the final date of payment the Client may give a written notice (the "pay less notice") to Global specifying the sum that the Client considers to be due and the basis of upon which this sum is calculated and this sum shall become the notified sum due and payable by the final date of payment. If the Client fails to issue a timely pay less notice within the prescribed timescales or if the pay less notice fails to fully identify the basis on which the sum due is calculated, it will pay the notified sum otherwise due by the final date of payment.
- 3.7 Without affecting Global's other rights and remedies, if the Client fails to pay Global the sum due in full by the final date of payment as required by these conditions and the failure continues for 7 days after Global has given notice to the Client of his intention to suspend all or part of his obligations under this Service Agreement and the ground or grounds on which it is intended to suspend performance, Global may suspend all or part of such performance until payment is made in full. Where Global have suspended all or part of its performance pursuant to this clause, Global shall be entitled to an extension of time and reimbursement of all reasonable costs incurred and any such suspension period shall be treated as an act, omission, neglect or default of the Client under clause 7.
- 3.8 All equipment or spare parts supplied under or in addition to the Service Agreement shall be governed by Global Conditions of Sale, 2015.
- 3.9 All payments shall be paid without any set-off or deduction or abatement.
- 3.10 The Service Charge shall be reviewed annually and may be adjusted on each anniversary of the commencement of the Service Agreement. Such adjusted Service Charge shall be notified to the Client 3 months before each anniversary of the commencement of the Service Agreement.

#### **4. The Clients Obligations**

- 4.1 To facilitate Global's provision of the Maintenance Services the Client shall: -
  - a) Keep and operate the equipment in good condition and ensure that only competent trained employees are allowed to operate it; and
  - b) Use the equipment in a suitable environment with proper power supplies and in accordance with instructions and advice of the equipment manufacturer and Global; and
  - c) Not move the equipment or make any addition modification or adjustment to it without Global's prior written consent; and
  - d) Maintain and make available to Global, records of the operation, maintenance and any malfunction of the equipment; and
  - e) Provide at such times as Global reasonably requires and at no cost to Global all documentation, software, materials and services necessary for the maintenance and testing of the equipment, access to the equipment, use of the Client's workshop and repair facilities and the co-



operation of the Clients personnel in diagnosing and overcoming any malfunction of the equipment;  
and

f) Ensure that Global representatives shall have full and free access to the equipment and to the records of its use kept by the Client to enable Global to perform its duties.

4.2 Global will consent to the equipment being moved provided;

a) Global is consulted; and

b) Global is allowed to inspect during re-commissioning; and

c) Global is allowed to inspect during repositioning and if appropriate be involved in the re-commissioning of the equipment; and

d) Global is paid its normal hourly rate for the time spent in connection with this Clause.

4.3 The Client hereby grants Global an irrevocable royalty free license to use the documents for all purposes connected with or arising out of the Service Agreement and the right to grant sub-licenses.

4.4 The Client shall indemnify Global in respect of any claims made against Global for infringement of intellectual property rights arising out of or in connection with the Service Agreement including without limitation, claims for breach of copyright, trademark, design right, or passing off made by any person against Global in connection with the documents and the equipment.

## 5. Waiver

5.1 No relaxation, forbearance, delay or indulgence by Global in enforcing any of the terms of this Service Agreement shall prejudice Global rights to insist upon the strict compliance with the terms of this Service Agreement nor shall the same constitute a waiver or estoppel.

## 6. Limitation of Global (UK) Ltd Liability

6.1 Global shall use its reasonable endeavours to keep the Equipment in efficient operating condition.

6.2 Provided Global shall have complied with Clause 6.1 and notwithstanding any other provision of the Service Agreement, maximum liability for loss, damage or expense for any matter arising out of or in connection with the Maintenance Services shall not exceed £10,000.00 in total including any contractual liability (including but not limited to any implied contractual terms, statutory or otherwise) tort (including but not limited to negligence, trespass and nuisance) or breach of statutory duty. Notwithstanding the foregoing nothing in this Clause shall be taken as excluding liability for death or personal injury resulting from negligence by Global.

6.3 Without prejudice to any other terms of the Service Agreement, if in Global's reasonable opinion the Equipment is affected by any defects or malfunction in any other Equipment plant or machinery (including but not limited to the Excluded Equipment), the Client shall indemnify Global for all loss and/or expense arising out of any such defects and/or malfunctions for investigating the said defects and/or malfunctions and the sum of such loss and expense shall be added to the price and deemed to be a due debt.

## 7. Force Majeure

7.1 If Global are prevented or restricted from carrying out the Maintenance Services due to any reason or circumstance beyond the control of Global (the "delay") the performance of the Maintenance Services shall be suspended for the period of the Delay and the Client shall not be entitled to make any claim whatsoever against Global in respect of the delay, provided Global shall use all reasonable endeavours to keep the Delay to a minimum.

7.2 If Global are delayed or disrupted from carrying out the Maintenance Services due to any act, omission, neglect or default of the Client (including any delay referred to in clause 7.1 above), Global shall be entitled to an extension of time for the carrying out of the Maintenance Services and to be reimbursed any loss and/or expense suffered or incurred by Global pursuant thereto.



## **8. Commencement and Term of Agreement**

- 8.1 The Service Agreement shall come into effect on the Commencement Date and remain in force until it is terminated by not less than 60 days written notice ending on the anniversary of the Commencement Date by either party to the other.

## **9. Termination on Default**

- 9.1 Global may by written notice terminate the Service Agreement without liability for compensation or damages if:
- a) The Client fails to pay the service charge in accordance with the Service Agreement or (without limitation to the foregoing) commits a breach of the Service Agreement; or
  - b) The Client becomes Insolvent.

## **10. Non-Assignment**

- 10.1 The Client may not assign any part of the Service Agreement without the prior written consent of Global.

## **11. Dispute**

- 11.1 If any dispute or difference arises out of or in connection with the Service Agreement either Global or the Client may give notice in writing (the "notice to refer") requiring the dispute or difference to be referred to an Adjudicator who shall be appointed and act in accordance with the Adjudication Rules. The notice to refer may be given at any time save that the notice to refer issued by the Client must be addressed to the Company Secretary, Global (UK) Ltd at the address detailed in Global's Offer.
- 11.2 The Adjudication Rules shall form part of the Service Agreement.
- 11.3 The parties to any Adjudication shall pay their own costs and the Adjudicator shall be empowered to determine which party will pay his costs based upon the outcome of the Adjudication.
- 11.4 The Adjudicator shall be entitled to correct clerical or typographical errors arising by accident or omission within 5 days of issuing his decision to the parties.

## **12. Law**

- 12.1 The Law of England and Wales shall be applicable to this Service Agreement and all matters arising out of or in connection with the Service Agreement and subject to Clause 11.1 hereof the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.

## **13. Exclusion of Third Party Rights**

- 13.1 Notwithstanding any other term, this Agreement confers a benefit only the Client and Global and only the Client and Global may enforce its ter

## **Schedule 1**

### **Exclusion of Services**



Notwithstanding any other terms of the Service Agreement the Maintenance Services will not extend to:

1. Design defects in the equipment or electrical work external to the Equipment (unless specifically included) ;or
2. Modifications or additions to the Equipment; or
3. Peripheral items and consumables; or
4. Items which in Global's opinion can no longer be maintained in good working order by the provisions of replacement parts or the whole of the Equipment is beyond economical repair and for which Global has submitted, at the request of the Client, a refurbishment cost estimate payable in addition to the service charge, unless work is authorised within 30 days of the date of the estimate; or
5. Defects resulting from misuse or neglect of or accident to the Equipment or failure to follow instructions or advice of Global or the Equipment Manufacturer including the subjection of the Equipment to unusual physical or electrical stress, failure or fluctuation of electrical power or air conditioning, humidity control or other environmental controls; or
6. Visits in addition to those (if any) specified; or
7. The repair or replacement of parts which Global require to carry out away from the site but which the Client for security reasons or otherwise is unwilling to release to Global; or
7. Replacement parts (excluding very minor spare parts) required to maintain the Equipment in good working order; or
8. Opening up plant for insurance/statutory purposes; or
10. Any other cause which is not due to the neglect or default of Global.

## **Schedule 2**

### **Schedule of Equipment**

The Equipment shall comprise:

The Excluded Equipment shall comprise:





### Schedule 3 Service Agreement Particulars

The Commencement Date shall be .....

The Service Charge shall be £ ..... payable annually/quarterly.

For the period ..... to .....

The Site is located at:

The Maintenance Services to be provided are as follows: -

The Documents forming part of the Service Agreement are as follows:

### Schedule 4 Schedule of Agreement

Signed as a deed for and on behalf of Global Associates

..... Signed  
..... Name  
..... Designation  
..... Date

Witnessed

..... Signed  
..... Name  
..... Designation  
..... Date

Signed as a deed for and on behalf of .....

..... Signed  
..... Name  
..... Designation  
..... Date

Witnessed

..... Signed  
..... Name  
..... Designation  
..... Date



