



TERMS AND CONDITIONS (Service & Maintenance)

We, Cinque Energy Solutions Ltd (Registration No 4858263) hereby named 'The Company' undertake periodically to service equipment detailed at the end hereof in accordance with our Servicing Schedule, and for this purpose a trained Service Engineer will make number of visits as contained within our quotation, payment in advance. (unless agreed in writing by a Director of Cinque)

Agreement Period

1. The period covered by this agreement shall be an initial 12 months period, annually thereafter (or subject to Cinque individual quotation or specific agreement). During that time periodical servicing will be made as aforesaid. The agreement may be renewed either at the end of the period or as soon after the calls have been made, whichever is the earlier.

Service Calls

2. The calls as far as possible will be made on the dates agreed but should a customer for any reason require the service of an Engineer at short notice, such a call will be made and charged separately unless at the Company's discretion, it can take the place of a service that is nearly due.

Emergency Call Out

3. Cinque agree to make available to the Customer an emergency call-out facility operating twenty-four hours a day, every day of the year and shall endeavour to keep the equipment fully operational with normal non-critical service alarms being dealt with the following day. Any emergency service alarms as may be necessary will be provided with a response time, typically 4 hours. (Subject to terms of Cinque individual quotation). All Emergency Call outs and critical work carried out under this S&M Agreement, it is not always possible for the Customer's normal procedure for providing further orders to be issued prior to any additional work being undertaken. Therefore it is agreed between Cinque and the Customer that when verbal instruction is received Cinque will be issued with a Purchase Order within **7 days** of attendance and advisory of costs.

4. This Contract only covers the checks covered in our Servicing Schedule and can be carried out by the Company's Servicing Engineers on site. It does not cover repairs or overhauls. Repairs effected in situ or overhauls carried out at the Company's workshop shall be charged for separately and such charge shall include the cost of work involved and materials supplied and the cost of necessary transportation.

5. The labour rates charged are as contained within our quotation. In hours 8.30am to 5.30pm Monday to Friday, Out of hours, Sat and Sunday. Rates are increased by the rate of inflation on January 1st of each successive year. Contract prices unless fixed, are increased by the same rate at the time of renewal.

6. This Contract does not cover the supply of any necessary repair parts for the furnishing of any accessories or supplies. The Contract does not include any water analysis and treatment in relation to the cooling tower/chilled water system.

7. This Contract will not affect warranty terms and conditions as specified at the point of sale.

8. It is a condition of the agreement that the equipment is in proper condition at the date of acceptance of this agreement, and it does not cover any work, which may be necessary to put the equipment in such condition.

9. The Company reserves the right to discontinue servicing the equipment detailed at the end hereof, where it is found that the equipment is used in the manner other than for which it was supplied and which in the Company's opinion, prevent or make more difficult proper fulfilment of their undertaking in the terms of this agreement.

Cinque and the Customer hereby agree, under the terms of this Agreement, Cinque will not (without additional charges being incurred by the Customer), be required to make good any item covered by this Agreement; if damage is caused by the negligence or misuse of the equipment by any person or any other cause beyond Cinque control, except for fair wear and tear.

Furthermore, it is the Customer's responsibility to ensure that the equipment described in the quotation is used solely for the purposes and within control ranges for which the items have been designed, notwithstanding the above to protect all items from any and all wilful damage including unskilled handling or any other extenuating circumstance

Termination

10. Under the terms of this Contract the Company will complete the necessary work at the time agreed. If for any reason delays are incurred in the customer's plant, which are beyond our control, then such time involved may be subject to a separate charge.

The benefit of this agreement is not transferable without the Company's written consent and when this agreement is accepted it will remain in force, subject to the terms of Clause 7 hereof, so long as the proper charges are paid to the Company. Cinque reserve the right to assign the contract

Sub-Contract Labour

Cinque reserve the right to use the services of sub-contract engineers where it is deemed necessary

This Agreement shall be governed by English Law.

On receipt of a Purchase Order acceptance of the above conditions are accepted and authorisation is given to carrying out the Servicing in accordance with the enclosed quotation/schedule.