

SEARCH

WILLIAM G. SEARCH LIMITED

TERMS AND CONDITIONS - SERVICE

1. The company agrees to carry out Service Inspections of the owners' equipment described in the Schedule hereto, provided the same is situate at the original address and location as described in the Schedule.
2. The owner shall pay to the Company in advance, the annual fee stated on the Schedule, in respect of the equipment in the said Schedule and after each visit, the costs of parts used where applicable to the service inspection.
3. The term Service Inspection shall include an examination of the said equipment; the carrying out of any minor adjustment necessary to improve the efficiency of the said equipment; the tendering of advice to the operators of the said equipment and the provision of written reports indicating the results of the Service Inspection BUT the term shall not include the carrying out of any repairs or the supply or fitting of any replacement parts unless specified in the appendix.
4. In the event of the owner disposing of the said equipment and giving to the Company notice in writing thereof, or if owing to strikes, civil commotion, war or other unavoidable cause, the Company shall refund to the owner a proportionate part of the fees paid hereunder, or alternatively, in the case of disposal of the said equipment as aforesaid, the Company shall, at the option of the owner, transfer the remaining benefit of the Agreement to any equipment of a similar type purchased in replacement thereof.
5. The Company will at the request and expense of the owner use its best endeavours to arrange for the attendance of the representative of the manufacturer of the said machine when this is considered necessary.
6. The owner shall afford access to the Company's Engineers at all reasonable times for the purpose of carrying out a Service Inspection, and such Engineers shall not be required to carry out a Service Inspection outside the normal working hours of the trade except with the consent of the Company, when the owner shall pay to the Company the extra cost to the Company of such Service Inspection.
7. This Agreement may be terminated by either party giving to the other three calendar months' notice in writing in that behalf.
8. The benefit of this Agreement shall not be assignable by the owner.
9. Overdue accounts shall bear interest at the annual rate of 4% above HSBC Bank PLC base rate from time to time.
10. Customers' goods shall not be subjected to fault finding processes by the Company except on the express instructions of a Customer.

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11. (a) Any estimated date given for completion of any works shall not be of the essence of the contract and the Company shall incur no liability whatsoever for failure to complete by such date.
- (b) Where the Company has subjected the Customer's goods to fault finding processes the Company shall not be liable for any failure by such process to reveal any faults.
- (c) The risk in any Customer's goods shall at all times remain with the Customer and the company shall not be liable for any loss or damage whatsoever to such goods whilst in the possession of the Company or whilst in transit unless such loss or damage is caused by the Company's negligence and notification thereof is received by the Company in writing within 14 days of return to the Customer.
- (d) The Company shall not be liable for any loss or damage to or any failure in the Customer's goods (whether or not the same have been subjected to fault finding processes) or any defect in them save to the extent that such loss, damage, failure or defect is caused by the Company within 14 days of the date the Customer discovered the loss, damage, failure or defect or ought reasonably to have discovered the same and without prejudice to the generality of the foregoing the Company shall not be liable where such loss, damage, failure or defect is the result of the goods comprising old or worn materials or parts (not supplied by the Company) or having been assembled, installed, altered or stored incorrectly (other than by the Company).
- (e) The Company shall only be liable under sub-clauses (c) and (d) above at its option:
 - (i) to make good any damage to or defect in the Customer's goods or
 - (ii) to pay to the Customer in respect of any damaged or defective goods the difference between the value of the goods at the time of notification by the Customer and the value they would have had if they were not damaged or defective.
- (f) The Company shall not be liable for loss of profit, interest paid or payable by the Customer, loss of orders or expense consequent upon disruption of business or any other consequential loss.
- (g) Save where liability attaches to the Company as above the Customer shall indemnify the Company against any claim by any third party arising out of or in connection with any of the Customer's goods.
- (h) Title to any goods supplied in connection with this contract will remain the property of the Company until such time as the Customer has made payment in full but the risk shall pass upon delivery of the goods to the Customer.