

HOLT JCB LIMITED - SERVICE AGREEMENT TERMS & CONDITIONS

NOTE : THIS CONTRACT CONTAINS IMPORTANT DETAILS ABOUT YOUR RIGHTS AND OBLIGATIONS. PLEASE READ IT CAREFULLY BEFORE YOU SIGN THIS CONTRACT AND ONLY DO SO IF YOU UNDERSTAND AND ACCEPT THE TERMS & CONDITIONS CONTAINED THEREIN.

DEFINITIONS

“We”, “Our” – means Holt JCB Limited (co. no. 02199217), whose registered office is at Third Way, Avonmouth, Bristol BS11 9ZG.

“You”, “Your” – means the customer identified in the Service Agreement contract form.

1. SCOPE OF CONTRACT

1.1 We will service your machine during Our normal working hours at the scheduled intervals in accordance with the manufacturer’s recommendations.

1.2 This contract does not extend to cover repairs to the machine due to failures, defects or damage.

2. QUALIFYING CONDITIONS

2.1 Our obligations to You under this contract are conditional upon You fulfilling the qualifying conditions set out in this clause. To ensure attendance by us to service the machine You must :

2.2 Contact Us to arrange servicing and make your machine available for servicing within 50 hours of the scheduled service interval, as recommended by the manufacturer.

2.3 Ensure all payments due to us under this contract or for any other goods or services supplied outside of this contract are paid for in accordance within our payment terms applicable at that time.

NOTE : WE RESERVE THE RIGHT NOT TO ATTEND YOUR MACHINE SHOULD THESE QUALIFYING CONDITIONS NOT BE MET AND MAINTAINED. FAILURE TO HAVE YOUR MACHINE SERVICED WITHIN 50 HOURS OF THE SCHEDULED INTERVAL PUTS AT RISK THE WARRANTY COVER SUPPLIED WITH YOUR MACHINE AND ANY EXTENDED WARRANTY (PREMIER COVER) PURCHASED.

3. LIABILITY

3.1 Nothing in this contract shall limit Our liability to You for :

3.1.1 Death or personal injury arising from Our negligence.

3.1.2 Any other act or omission, liability for which may not be limited under applicable law.

3.2 Subject to clause 3.1, We shall have no liability to You for :

3.2.1 Actual, anticipated or consequential losses of any nature, howsoever caused.

3.2.2 Any lapse in warranty cover or extended warranty (Premier Cover) due to the machine not being serviced within 50 hours of any scheduled interval, howsoever caused.

4. OTHER

4.1 This contract shall be governed and construed in accordance with the laws of England and both parties to agree that any dispute arising shall be resolved under the exclusive jurisdiction of the courts of England & Wales.