

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”, “Us” – 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.

1.3 Service Agreements expire at the earlier of the time elapsed or total contracted machine hours being reached, as detailed on the Service Agreement contract form for the specific machine.

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. ADDITIONAL BENEFITS OF ENTERING INTO A SERVICE CONTRACT

3.1 A 10% discount is offered on all repairs carried out by Us during the service contract term, applicable to both labour (off of Our standard labour rate) and parts (against the MRRP). Discount is only applicable where the parts are fitted by Us.

3.2 We will undertake a PUWER or LOLER inspection every 12 months, included at the time of an annual service. A certificate will only be issued if the machine passes the inspection. Repairs required to pass the inspection are excluded.

3.3 Three years half price airtime is offered when Livelink Lite is fitted and paid for at PDI or first service for any machines not factory fitted with Livelink telematics.

3.4 A 10% discount is offered against all JCB merchandise (e.g. clothing).

3.5 Items 3.1 to 3.3 are applicable to the specific machine subject to the Service Agreement only and are not transferable to other machines.

4. CHANGE OF USE/EXPECTED HOURS

4.1 Service Agreements expire at the earlier of the time elapsed or total contracted machine hours being reached, as detailed on the Service Agreement contract form for the specific machine. If there is a change of use that results in the machine exceeding, or is expected to exceed, its contracted hours under the service contract in any 12 month period by more than 10%, we shall advise you as to the change in service payments to reflect the increased service costs of the increased machine utilisation. Such increase will not increase the total service contract cost for the total contracted hours – the increase will merely represent an acceleration of the payments over a shorter period of time to mirror the increased machine utilisation.

4.2 If a change in use results in the machine exceeding, or is expected to exceed, its expected hours under the service contract and you wish to maintain the period of contract, you may increase the expected hours under the contract by notifying Us of the new expected hours. We will advise You of the increase in cost to cover the increased hours, which You may choose to accept or decline.

4.3 Should the machine reach the contracted hours in a shorter timeframe than expected and no increase in payment has been applied under 4.1, You will remain liable to pay the balance of payments for the remainder of the contract term to reflect servicing undertaken in advance of payments being received.

4.4 If you choose to terminate the agreement before the end of the Service Agreement, we must be contacted in writing and within six months of the required termination date. On receiving this request to terminate the agreement, we are entitled to collect any outstanding arrears, where costs have not been covered within the agreement paid to date.

5. LIABILITY

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

5.1.1 Death or personal injury arising from Our negligence.

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

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

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

5.2.2 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.

6. OTHER

6.1 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.