

Gate-a-Mation Ltd Maintenance Terms & Conditions

THIS AGREEMENT IS MADE BY AND BETWEEN:

Gate-a-Mation Ltd of Unit 8 Boundary Business Centre Woking Surrey GU21 5DH (referred to in this Agreement as either "we" or "us" or "our") AND

Customer Details - TBD (referred to in this Agreement as either "you" or "your")

This Agreement cannot be modified except when agreed in writing by both parties and represents the entire Agreement between you and us on the subject matter hereof. Your attention is drawn to our **Standard Terms and Conditions** published at www.gate-a-mation.com/terms-and-conditions (we will provide a hard copy at your request) which form part of this Agreement. In the event of any conflict or ambiguity in interpretation, the terms of this Agreement shall take precedence over our Standard Terms and Conditions and conflicting wording only shall be disregarded. Under this Agreement you are ordering maintenance and support services from us.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

To make this Agreement more understandable, we need to define certain terms:

"Equipment" means equipment specified in a schedule hereto

"Service Level" means a level of maintenance and support as specified at Clause 2

"Cover" means the provision of a Service Level for Equipment as specified in a schedule hereto

"Cover Period" means the period during which Cover is provided as specified in a schedule hereto

"Usage" means the level of usage of Equipment as specified in a schedule hereto

"Excessive Usage" means greater than 110% of Usage

"Others" means any person or legal entity other than us

"Initial Payment" means the initial payment you will make to us under this Agreement

"Maintenance Procedures" means our maintenance procedures published at www.gate-a-mation.com/terms-and-conditions (we will provide a hard copy at your request) which we may modify from time to time according to our interpretation of industry best practice and without notice to you

"Maintenance Policy" means our maintenance policy published at www.gate-a-mation.com/terms-and-conditions (we will provide a hard copy at your request) which we may modify from time to time and without notice to you

2. SERVICE LEVELS

Subject always to the exclusions set out at Clause 3 we provide the following Service Levels as further clarified by our Maintenance Procedures:

2.1 BRONZE COVER - PREVENTATIVE MAINTENANCE ("Bronze")

During the Cover Period we will make the number of programmed calls specified in schedules hereto to carry out preventative maintenance of Equipment. The cost of associated travel, labour and sundries is included in the cost of this Agreement. We will advise you if Equipment should be repaired or replaced. At your request we will repair or replace Equipment and all associated travel, labour and parts will be chargeable and such work will be done subject to our then current Standard Terms and Conditions.

2.2 SILVER COVER - BRONZE COVER PLUS LABOUR ("Silver")

During the Cover Period, we will provide Bronze Cover and in addition we will repair or replace Equipment. The cost of associated travel and labour will be covered by this Agreement but associated parts will be chargeable and all such work will be done subject to our then current Standard Terms and Conditions.

2.3 GOLD COVER - SILVER COVER PLUS PARTS ("Gold")

During the Cover Period, we will provide Bronze Cover and in addition we will repair or replace Equipment. The cost of associated travel and labour and parts will be covered by this Agreement and all such work will be done subject to our then current Standard Terms and Conditions.

3. EXCLUSIONS

3.1 If work is carried out by Others on Equipment covered by this Agreement without our written permission our obligations under this Agreement will at our option be voidable.

3.2 We will not be responsible for the costs of travel, labour or parts associated with remedying damage, faults or consequential problems that were in our reasonable opinion caused by something other than normal wear and tear including but not limited to: i) vandalism, ii) accidental damage, iii) mis-use, iv) Excessive Usage, v) animals or insects, vi) flooding, vii) subsidence or other ground movement, viii) use of Equipment for purposes other than its original design purpose, ix) cabling originally installed by Others, x) extreme weather conditions or environmental changes outside our control or xi) Acts of God.

3.3 The following costs are specifically excluded from this Agreement:

- i) All costs associated with hiring specialist equipment not normally carried by us including but not limited to cranes and other lifting equipment and
- ii) all costs associated with making Equipment compliant with current or future health and safety legislation and
- iii) all costs associated with ground works, builders' works or making good and

iv) all costs associated with telephony if Equipment requires connection to any network.

4. CONTRACTUAL AGREEMENT

4.1 A contract will exist between you and us when either:

- i) both parties have signed this Agreement or agreed to enter into it by e-mail or
- ii) we have sent the Agreement to you and you have made an Initial Payment

5. INVOICES & PAYMENTS

5.1 Payments are due as set out in a schedule hereto. You may pay us by cash, cheque, debit card, bank transfer or credit card. If you pay us by credit card we may apply a surcharge to the amount due.

5.2 We will send you a receipted VAT invoice covering the Initial Payment within 7 (seven) days of your funds clearing to our account.

5.3 At your request we will send you a VAT or pro-forma invoice prior your Initial Payment within 7 (seven) days of our receipt of this Agreement duly signed by you or an e-mail from you instructing us to proceed.

5.4 If more than one payment is due under this Agreement, we will send a VAT invoice to you 30 (thirty) days prior to the due date for payment of each invoice following the Initial Invoice.

5.5 If you do not make a payment that is due to us under the terms of this Agreement we shall be entitled to terminate this Agreement without further notice.

6. LIMITATION OF LIABILITY

6.1 Except for death or injury caused by us, our liability for any loss or damage whatsoever arising from the performance of services under this Agreement in contract, tort (including, but not limited to, negligence or breach of duty imposed by statute) or any other cause of action will not exceed the purchase price for services or part thereof causing such loss or damage.

7. TERM AND TERMINATION

7.1 This Agreement may be terminated by written notice from either party if there is a material breach of the Agreement by the other party.

7.2 You may terminate this Agreement for your convenience at any time during the Cover Period.

7.3 If you terminate this Agreement for your convenience at any time during the Cover Period we may at our option refund a proportion of the monies you have paid as set out in our then current Maintenance Policy.

7.4 We may terminate this Agreement by written notice to you 30 (thirty) days prior to the end of the Cover Period.

7.5 If you do not terminate this Agreement by written notice we will send you a pro-forma invoice for further Cover approximately 30 (thirty) days before the end of the Cover Period together with updated schedules to reflect changes to the Equipment.

7.6. If you make a full payment against such pro-forma invoice prior to the end of the Cover Period this Agreement will remain in full force and effect (amended only by new schedules) and Cover will be continuous. If you do not make a full payment against such pro-forma invoice prior to the end of the Cover Period we shall be entitled to terminate this Agreement without further notice.

7.7 For the avoidance of doubt termination of this Agreement by either party shall not affect your obligation to make payments properly due.

8. GENERAL

8.1 You may not assign this Agreement, in whole or in part, without our prior written consent which shall not be unreasonably withheld.

8.2 We may sub-contract some or all of our obligations under this Agreement but we shall remain at all times responsible for the performance of our obligations under this Agreement.

8.3 You will provide us with access to Equipment to enable us to carry out our obligations under this Agreement.

8.4 If you are entering into this Agreement as an agent for a third party you **warrant** that you are liable to make payments properly due under this Agreement notwithstanding any subsequent change of agency.

8.5 If any clause or sub-clause of this Agreement is held by a competent authority to be invalid or unenforceable the validity of the other clauses and sub-clauses of this Agreement shall not be affected and they shall remain in full force and effect.

8.6 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and all disputes relating to this Agreement are subject to the exclusive jurisdiction of the English courts.