

**JAVAC (UK) LIMITED**  
**REPAIR SERVICE TERMS**

The following Terms govern the terms and conditions entered into between the Company and any customer for the provision of Services in respect of Products, such Services to be provided by the Company.

**1. Definitions and interpretation**

1.1. The definitions in this clause have the following meaning in these Terms:

**“Calibration Services”** means services provided by the Company for the calibration of various Products, as detailed on the Website or as described by the Company and provided in accordance with these Terms;

**“Charges”** means the charges in respect of the Services, as agreed between the parties at the time of request for the Services made by the Customer to the Company;

**“Company”** means JAVAC (UK) Limited (company registration number 01129173), whose registered office is, and/or any of its associated companies;

**“Company Products”** means the products sold by the Company to the Customer (under separate terms and conditions) and in respect of which the Customer requests Services in accordance with these Terms;

**“Customer”** means the person, firm or company who wishes to be provided with Services, as requested from time to time in accordance with these Terms;

**“Intellectual Property Rights”** means all patents, copyrights, design rights, trade marks, service marks, trade secrets, know-how, database rights, rights in software, topography rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world now or in the future;

**“Products”** means either the Company Products and/or Third Party Products, in respect of which the Company provides its Services in accordance with these Terms;

**“Repair Services”** means the repair services in connection with the Products, to be provided by the Company for the benefit of the Customer, as detailed on the Website and/or any applicable Request Confirmation and as provided in accordance with these Terms;

**“Request Confirmation”** has the meaning given in Clause 2.3;

**“Services”** means the Repair Services and/or Calibration Services, Product service and maintenance, training or any other services, to be provided by the Company to the Customer as agreed between the parties in accordance with these Terms;

**“Third Party Products”** means products sold by third parties, in respect of which the Company provides its Services in accordance with these Terms;

**“Warranty”** means the standard warranty provided by the Company to the Customer in respect of the Company Products, commencing on the date of purchase of the Company Products by the Customer and terminating at the end of the warranty period applicable for the Company Products, as detailed on the Website or in any applicable warranty documentation issued by the Company;

**“Website”** means the website operated by the Company, which includes details of the Company Products and Services.

1.2. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3. The terms of these Terms shall prevail over any other terms which are inconsistent (whether directly or indirectly) with these Terms, and the Company provides the Services only on the basis that these Terms override any other terms referred to by the Customer.

**2. Request for Services**

2.1. A contract between the Company and the Customer for the provision of Services shall be on these Terms. No terms or conditions endorsed on, delivered with or contained in the Customer's request

for provision of Services / purchase order, confirmation of order, specification or other document shall form part of the contract simply as a result of such document being referred to in the contract or accepted by the Company.

- 2.2. These Terms apply to the Company's provision of Services and any variation to these Terms and any representations about the Services shall have no effect unless expressly agreed in writing and signed by the Managing Director of the Company. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the contract. Nothing in this clause shall exclude or limit the Company's liability for fraudulent misrepresentation.
- 2.3. If the Customer wishes to receive the Services, the Customer shall send its request to the Company either via the Website, over the telephone, by email, the Customer's purchasing process or request in person either on visiting the Company's premises or if one of the Company's engineers is on site at the Customer's premises or location. Once a request for Services has been received by the Customer, the Company shall inspect the Products to contact the Customer to confirm whether the Services can be provided. No request for provision of the Services placed by the Customer shall be deemed to be received or accepted by the Company until the Company has issued its acknowledgement of the request, including providing any relevant quotation for provision of the Services, to which these Terms apply. Where the Customer accepts the quotation for provision of the Services, or the Company accepts the request for provision of the Services, it shall issue its acceptance of the Customer's request to provide the Services, which may be verbal or by email, or other form of written confirmation (including, but not limited to, entering details of such confirmation into a Customer's purchasing process system) ("**Request Confirmation**")
- 2.4. In the absence of a written undertaking to the contrary, the Company may vary or modify the description of the Services, without prior notice to the Customer.
- 2.5. Following an inspection of the Products under Clause 2.3:
  - 2.5.1. before issuing a Request Confirmation, the Company may confirm that the Products are not appropriate for Services to be provided (as detailed in these Terms) and may therefore refuse to provide the Services and shall be entitled to raise an invoice for an inspection charge and either scrap or return the Products, as agreed with the Customer; or
  - 2.5.2. complete the provision of the Services and arrange for the return of the Products upon completion of the Services, as agreed with the Customer.

### 3. **Charges**

- 3.1. The Charges for provision of the Services will be as confirmed in the Request Confirmation and shall:
  - 3.1.1. be payable at the applicable rates for such Services, as set out on the Website/detailed in the Request Confirmation;
  - 3.1.2. unless otherwise specified by the Company and included in any estimate for Charges, not include any inspection charges, carriage charges, delivery costs of repaired or calibrated Products or any other fees, charges or expenses.
- 3.2. Estimates for Charges shall be valid for a period of thirty (30) days from the date of issue to the Customer by the Company.
- 3.3. Unless otherwise stated all Charges are exclusive of VAT, or any other taxes or charges not specifically quoted by the Company.
- 3.4. Where supply of the Services requires travel by the Company to a specified location of the Customer, the Company shall be entitled to charge its travel expenses in order to attend that location, in order to provide the Services. The Customer will also be responsible for payment of any additional charges for any re-visits or further attendance at the specified location, due to any issues with access to the location specified by the Customer, including any conditions in which the Products are stored or located and which prevent the Company being able to provide the Services.
- 3.5. The Company shall be entitled to charge a reasonable inspection fee if the Company attends to a request to provide Services, but no Services are provided for any reason, including (but not limited to) where the Customer requests that the Company no longer provides any Services or if the Company is unable to provide the Services, for any reason.. Where the Company provides

Services following an inspection, the Company may waive any inspection fee that may otherwise be payable, in its entire discretion.

- 3.6. The Company shall be entitled to charge the Customer for the disposal of any Products which cannot be repaired and which need to be disposed of, which the Company shall do in accordance with applicable regulations and laws relating to health and safety and environmental regulations.
4. **Performance of the Services**
- 4.1. All dates quoted for provision of the Services are estimates only, and time shall not be of the essence.
- 4.2. The Company shall, within the Warranty Period for any Company Products (and at no charge to the Customer):
  - 4.2.1. perform the Services on the Products where this is possible, which may include the provision of replacement parts for the Products to ensure the Products operate in accordance with their Warranty documentation;
  - 4.2.2. subject to Clause 4.3, where provision of the Services is not possible in order to repair the Products in line with the applicable Product Warranty, then the Products (or parts thereof) shall be replaced in accordance with the Warranty terms.
- 4.3. The Company shall not be required to undertake the Services if:
  - 4.3.1. the Product is outside of the Warranty Period (unless otherwise agreed in writing with the Company and subject to payment of relevant Charges);
  - 4.3.2. the Customer does not comply with its obligations under these Terms;
  - 4.3.3. the Company cannot repair the Product due to:
    - 4.3.3.1. the Customer tampering or otherwise altering, varying or making any modifications to the Product;
    - 4.3.3.2. those Products being uneconomical to repair or recalibrate due to age or condition of those Products;
    - 4.3.3.3. any replacement parts required for the Services to be completed being unavailable, out of production or for any other reason.
  - 4.3.4. the Product is a Third Party Product which is still within the warranty period applicable for that Third Party Product.
- 4.4. Where the Company cannot provide the Services due to circumstances set out in Clause 4.3, the Company shall:
  - 4.4.1. return to (or arrange collection for) the Product(s) to the Customer, at the Customer's expense; or
  - 4.4.2. if the Customer does not accept re-delivery of the Products, or does not arrange for, or allow the Company to arrange for, collection of the Products, then the Company shall be entitled to scrap the Products after two (2) months from the date of notification to the Customer that the Products are available for collection.
- 4.5. Subject to the other provisions of these Terms, the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in provision of the Services.
- 4.6. Where the Company provides Repair Services, those Repair Services shall be guaranteed for ninety (90) days from completion of the Repair Services and any further issues with the Products following provision of the Repair Services shall entitle the Customer to re-performance of the Repair Services within the ninety (90) day guaranteed period.
- 4.7. Where the Company provides Calibration Services, those Calibration Services provide a certification for a period of twelve (12) months following the date of performance of the Calibration Services, confirming that the Calibration Services have been performed on a particular date and certifying that the Product has been calibrated and will need further Calibration Services to be performed again at the end of the twelve (12) month period following the date of certification.
- 4.8. The Company shall not be liable in the instance where there is a defect or fault in the Products which the Company cannot be fixed due to the environment within which the Products are located at the Customer's premises, including (but not limited to) where the Customer's premises do not

allow the calibration or configuration of the Products to operate effectively, but where there is no fault or defect with the Products when are the Company's premises,

## **5. Customer obligations**

- 5.1. In order for the Company to provide the Repair Services to the Customer, the Customer shall:
- 5.1.1. arrange for the return and/or collection of the Products which are to undergo Repair Services, at the Customer cost;
  - 5.1.2. pay any applicable Charges due in respect of the Repair Services, as detailed in the Request Confirmation;
  - 5.1.3. confirm to the Company whether any Third Party Products are still in warranty with that third party provider and provide all relevant codes and serial numbers relating to any Third Party Products upon request by the Company;
  - 5.1.4. where any Third Party Products are unable to have any Services provided in respect of those Third Party Products due to circumstances set out in Clause 5.1.3 above collect those Third Party Products from the Company's location where those Third Party Products are stored, as soon as the Company notifies the Customer that it cannot undertake the Services previously requested by the Customer, at the Customer's expense and risk..

## **6. Payment**

- 6.1. Unless otherwise specified by the Company in writing, payment for Charges is due upon delivery of the Company's invoice for such Charges, unless otherwise agreed in the Company's quotation and Request Confirmation,
- 6.2. Time for payment shall be of the essence.
- 6.3. No payment shall be deemed to have been received until the Company has received full and cleared funds.
- 6.4. All payments payable to the Company under these Terms shall become due immediately on its termination despite any other provision.
- 6.5. The Customer shall make all payments due under these Terms in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.
- 6.6. If the Customer fails to pay the Company any sum due pursuant to these Terms, the Company shall be entitled to charge interest to the Customer on such sum from the due date for payment at the annual rate of 4% above the London Interbank Offered Rate ("LIBOR") from time to time in force, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 6.7. All payments by the Customer shall be payable in GB Pounds Sterling, unless specified otherwise in the Request Confirmation (the Request Confirmation taking precedence in the event of any conflict).

## **7. Liability**

- 7.1. The Company shall not be responsible for damage or loss of any kind whatsoever to any property or persons howsoever arising from the use of the Products or otherwise in connection with the repair or replacement of the Products, unless provided for under these Terms.
- 7.2. The Company warrants that (subject to the other provisions of these Terms) the Repair Services shall be provided with reasonable care and skill and in accordance with applicable laws and regulations.
- 7.3. Subject to any other clause set out in these Terms, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- 7.3.1. any breach of these Terms; and
  - 7.3.2. any representation, statement or tortious act or omission including negligence arising under or in connection with these Terms.

- 7.4. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by the Supply of Goods and Services Act 1982) are, to the fullest extent permitted by law, excluded from these Terms.
- 7.5. Nothing in these Terms excludes or limits the liability of either party:
- 7.5.1. for death or personal injury caused by that party's negligence; or
  - 7.5.2. for any matter which it would be illegal for the parties to exclude or attempt to exclude its liability; or
  - 7.5.3. for fraud or fraudulent misrepresentation.
- 7.6. Subject to Clause 7.5:
- 7.6.1. the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the contract formed under these Terms shall be limited to the Charges (as applicable) as detailed in an applicable Request Confirmation; and
  - 7.6.2. the Company shall not be liable to the Customer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with these Terms.
8. **Third Parties**  
For the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provisions of these Terms, these Terms is intended to be between the Company and the Customer and is not intended to, and does not, give any person who is not a party to it any right to enforce its provisions.
9. **Intellectual Property Rights**  
The Customer acknowledges that the Company owns, or has licensed to it, all Intellectual Property Rights in and to the Company Products and the Services provided under these Terms, including but not limited to the designs, drawings, pictures, technical briefs, know-how and descriptions for the Company Products and/or Services, together with the trade marks in connection with the Company Products and/or Services.
10. **Force Majeure**  
The Company reserves the right to delay the date of anticipated provision of the Repair Services to the Customer, or to cancel the contract for provision of the Repair Services (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances outside of the Company's reasonable control, including (but not limited to) war, invasion, act of foreign hostility (whether declared or not), act of terrorism (whether actual or threatened), national emergency, civil unrest, riot, disturbance or commotion, fire, flood, explosion, epidemic, any statute, rule or regulation, order or requisition issued by any competent authority, strike, lockout, breakdown of plant, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or any cause beyond the Company's reasonable control. If the event in question continues for a continuous period in excess of three (3) months, the Customer shall be entitled to give notice in writing to the Company to terminate the contract created under these Terms.
11. **Termination**
- 11.1. These Terms shall commence upon the Company issuing its Request Confirmation in accordance with these Terms and shall continue until the performance of the parties' respective obligations have been completed in respect of provision and receipt and payment for the Services, under these Terms.
  - 11.2. Notwithstanding Clause 11.1, these Terms can be terminated earlier by the Company immediately on notice in writing to the Customer if the Customer:
    - 11.2.1. commits a material breach of these Terms which is not remedied (if capable of remedy) within 30 days from receiving notice of such breach from the Company;
    - 11.2.2. passes a resolution or makes a determination for it to be wound up, has a winding-up order or bankruptcy order made against it, has an administrator or administrative receiver appointed, ceases or suspends payment of its debts or becomes unable to pay its debts within the meaning of s123 of the Insolvency Act 1986, or ceases (or threatens to cease) to carry on business.

- 11.3. On termination or expiry of these Terms for any reason and subject to any other rights or remedies provided in these Terms that have accrued before termination or expiry, neither party shall have any further obligations to the other under these Terms.

## 12. General

### 12.1. Severance

Any provision of these Terms which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of these Terms.

### 12.2. Assignment

- 12.2.1. The Company may assign these Terms or any part of it to any person, firm or company.  
12.2.2. The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

### 12.3. Notices

12.3.1. All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax, or by email for the purposes of communicating Charges and/or Request Confirmations from the Company to the Customer:

- 12.3.1.1. (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Customer by the Company; or  
12.3.1.2. (in the case of the communications to the Customer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Customer.

12.3.2. Communications shall be deemed to have been received:

- 12.3.2.1. if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or  
12.3.2.2. if delivered by hand, on the day of delivery; or  
12.3.2.3. if sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

12.3.3. Communications addressed to the Company shall be marked for the attention of the Managing Director.

### 12.4. Confidentiality

12.4.1. **Confidential Information.** Each party (**Recipient Party**) shall, and shall procure that its employees agents, external advisers and representatives (together, **Representatives**) shall:

- 12.4.1.1. keep secret and confidential the Confidential Information of the other party (**Disclosing Party**) using at least the same degree of care in maintaining its secrecy as it uses in maintaining the secrecy of its own Confidential Information, but in no event less than a reasonable degree of care;  
12.4.1.2. not disclose the Confidential Information of the Disclosing Party in whole or in part to any other person without the Disclosing Party's prior written consent, save to its Representatives to the extent necessary to implement the provisions of these Terms;  
12.4.1.3. use reasonable endeavours to procure that each of its Representatives shall keep secret and treat as confidential the Confidential Information of the Disclosing Party;  
12.4.1.4. use reasonable endeavours to return (or destroy at its own election) all copies, notes, packages, diagrams, computer memory media and all other materials containing any portion of the Confidential Information to the Disclosing Party upon its request and in any event on termination of these Terms and not retain any copies, extracts or other reproductions in whole or in part of the Confidential Information (except to the extent required by any applicable laws or governing body).

12.4.2. **Exceptions.** The obligations of confidentiality in Clause 12.4.1 shall not apply to the Confidential Information of the Disclosing Party which:

- 12.4.2.1. the Recipient Party rightfully possessed before it received the information from the Disclosing Party as evidenced by written documentation;
- 12.4.2.2. subsequently becomes publicly available through no fault of the Recipient Party;
- 12.4.2.3. is developed by or for the Recipient Party independently of the Confidential Information; or
- 12.4.2.4. is required to be disclosed by law.

12.5. **Waiver**

No waiver or forbearance by the Company (whether express or implied) in enforcing any of its rights under these Terms shall prejudice its right to do so in the future.

12.6. **Anti-Bribery Compliance.**

12.6.1 In connection with these Terms, the Customer shall:

- 12.6.1.1. comply with all applicable laws and regulations of the United Kingdom on anti bribery;
- 12.6.1.2. not offer, promise, give, accept or receive bribes or commit any Bribery Act offence;
- 12.6.1.3. disclose immediately all bribes, offers of bribes or suspicions of bribery or corruption;
- 12.6.1.4. use its best endeavours to prevent bribes (including by adopting adequate procedures in accordance with the Bribery Act);
- 12.6.1.5. use all reasonable endeavours to ensure that its employees, any third party agent, subcontractor, or other representative used in the performance of its obligations under the Contract are aware of and comply with the provisions set out in Clauses 12.6.1.1 to 12.6.1.4 above.

12.6.2 For the avoidance of doubt, any breach of this Clause 12.6 shall constitute a material breach for the purposes of Clause 11.2.

12.7. **Modern Slavery**

12.7.1 The parties agree to comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015 and shall:

- 12.7.1.1 have and maintain throughout the term of these Terms its own policies and procedures to ensure its compliance; and
- 12.7.1.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.

12.7.2 Failure to comply with this Clause 12.7 may result in the immediate termination of these Terms.

13. **Law and Jurisdiction**

These Terms shall be governed by English Law (in relation to contractual or non-contractual matters) and the courts of England or Wales shall have exclusive jurisdiction in respect of any dispute or whatever nature arising out of or in connection with these Terms (in relation to contractual or non-contractual matters).