

**MAINTENANCE SERVICE  
ANNEX CONTRACT**

**between**

**Customer\_name**

**Address\_1**

**Address\_2**

**Address\_3**

**Address\_4**

**Address\_5**

**and**

**SB Electronic Systems Limited**

**Arden Grove**

**Harpenden**

**Herts**

**AL5 4SL**

**ActDate**

This Maintenance Service Annex Agreement ("**Annex Agreement**") is subject and in addition to the terms and conditions contained in the 'S.B. Electronic Systems Limited – Standard Terms and Conditions' ("**Standard Terms and Conditions**").

All defined terms contained in this Annex Agreement will be as defined in the Standard Terms and Conditions.

If there is any contradiction or conflict between the terms of this Annex Agreement and the Standard Terms and Conditions, then the terms of this Annex Agreement will have priority.

## **1. MAINTENANCE SERVICES**

- 1.1 The Customer shall purchase and SBES shall supply the Maintenance Services throughout the term of the Annex Agreement.
- 1.2 Except as otherwise specified in the Order Form, the Maintenance Services shall include:
  - 1.2.1 the provision of onsite and/or remote technical support (as deemed necessary by SBES in its sole opinion) in order to correct (as far as it is reasonably possible to do so) any faults in the Equipment or Software reported by the Customer to SBES in writing or by telephone call; and
  - 1.2.2 bi-annual routine visit to the Delivery Address (or such other premises at which the Equipment is located) to inspect, functionally test, adjust and focus the Equipment and to supply and fit any mandatory modifications to the Equipment as prescribed by the Manufacturer. This clause is only applicable where the Equipment is a turnstile product.
- 1.3 Where a fault in the Equipment or Software is reported to SBES by the Customer in writing or by telephone call, SBES will use reasonable endeavours to respond to such report (i) within the timeframe specified in an applicable Order Form or if not specified in an Order Form (ii) by the next working day from the day the fault has been reported, followed by weekly updates unless the fault is 'critical' (Equipment or Software not operating at all), in which case SBES will endeavour to respond to the Customer on the same day, followed by daily updates. SBES provides no warranty or guarantee as to its ability to remedy faults within a particular time period or at all.
- 1.4 Except as otherwise specified in the Order Form, the Maintenance Services shall be provided during Working Hours only.
- 1.5 The Maintenance Services shall be carried out by SBES with full and proper regard to safety and in compliance with all relevant health and safety legislation. SBES will refuse to carry out the Maintenance Services where it considers it unsafe to do so or under any conditions which contravene applicable legislation, and the Customer will be informed of the reasons for any such refusal.
- 1.6 For the avoidance of doubt, the Maintenance Services shall be provided in respect of each item of Equipment or Software, its cabling and connections, but shall not be provided (unless otherwise stated in the Order Form) in respect of consumables and other items ancillary to the Equipment including bulbs, lamps, filters, remote controls, furniture, AC/DC capacitors, cooling fans and batteries and any other components that are deemed to be obsolete and any other such items notified by SBES to the Customer from time to time.
- 1.7 Any abortive visits to carry out Maintenance Services at the Customer's site resulting from false, unjustified, or unauthorised calls or inaccurate instructions

shall be chargeable to the Customer, in addition to the Charges, at SBES' current list prices which are available on request.

- 1.8 Where the Customer does not purchase the Maintenance Services, all repairs and call outs required by the Customer (including any diagnostic checks or alterations made by remote access) in respect of the Equipment will be charged to the Customer at SBES' current list prices, which are available on request. SBES provides no warranty or guarantee as to its ability to carry out such required repairs, checks or alterations within a particular time period or at all.
- 1.9 The Customer acknowledges and agrees that should SBES deem an item of Equipment to be beyond economical repair, SBES may provide new or refurbished replacement equipment at its discretion. Any reprogramming or additions/alterations to such replacement equipment shall be charged to the Customer.

## **2. MAINTENANCE SERVICES - EXCLUSIONS**

- 2.1 The Maintenance Services shall not include the following (except by prior agreement with SBES and specifically identified in the Order Form):

- 2.1.1 the supply of consumables items; or
- 2.1.2 the supply of scaffolding or heavy lifting equipment; or
- 2.1.3 work required as a result of civil works, local planning requirements or changes to statutory regulations; or
- 2.1.4 system upgrades or system testing (except for Software bug fixing); or
- 2.1.5 the supply of temporary or hire equipment required to complete service work or repairs; or
- 2.1.6 the following specific items: exhaust systems, remote radiators, heat exchanges or cooling towers, generator canopies, bulk fuel storage tanks and associated pipe work, air handling equipment, automatic louvers, forced air ventilation systems, generator changeover/switchgear.

all of which shall be chargeable to the Customer in addition to the Charges at SBES' current list prices, which are available on request.

- 2.2 The Maintenance Services do not include any work made necessary as a result of:
  - 2.2.1 design defects in the Equipment, external effect, age related failure, obsolete Equipment and obsolescent spares, faulty manufacture, materials or workmanship or Equipment suffering screen burn;
  - 2.2.2 fault or defect occurring in any equipment, hardware, accessories, attachments, machines, software or systems not supplied and/or maintained by SBES under the Agreement;
  - 2.2.3 use of Equipment or Software other than in accordance with the Documentation and/or any instructions or recommendations (written or oral) notified to the Customer by SBES from time to time;
  - 2.2.4 Customer not following any complete life cycle component changes identified by SBES
  - 2.2.5 accident, misuse, neglect, wilful damage, fault, act or omission of any person other than SBES;
  - 2.2.6 use of Equipment in excess of any maximum usage specified by the Manufacturer;

- 2.2.7 the fluctuation, interruption or failure of electrical power (including power surges or power cuts), water, refrigeration, chilled water or glycol systems, drains, air conditioning, humidity or other environmental controls;
- 2.2.8 electrical work external to any Equipment;
- 2.2.9 damage by vandalism, fire, water or adverse weather conditions;
- 2.2.10 movement or relocation of the Equipment or Software not performed by or on behalf of SBES;
- 2.2.11 furnishing of the Equipment with accessories or attachments, painting or finishing the Equipment or removing accessories or attachments;
- 2.2.12 breach of any Customer obligations in the Agreement;
- 2.2.13 rectification of lost or corrupted data arising for any reason other than SBES' own negligence;
- 2.2.14 changes, alterations, additions, modifications or variations to the Customer Facilities;
- 2.2.15 changes, repairs, alterations, additions (including fitting of spares), modifications, adjustments or variations to the Equipment not carried out by SBES;
- 2.2.16 failure of the Customer to maintain comprehensive and fully operational back-up of all Customer data; and
- 2.2.17 SBES being denied access to the applicable Customer premises and or Equipment/Software.

### **3. TERM**

- 3.1 The Annex Agreement has effect from the Commencement Date and, unless terminated earlier in accordance with clause 13 of the Standard Terms & Conditions, shall continue for an initial term of 12 months (or such other initial term as is specified in the Order Form) ("**Initial Term**") and shall continue thereafter for successive 12 month periods (each a "**Period**") subject to termination by either party giving not less than 90 days prior written notice, such notice to expire on the last day of the Initial Term or of the Period in which the notice was served (as applicable).
- 3.2 The Annex Agreement shall (without prejudice to any claim for any unperformed obligation) automatically terminate if a Total Loss occurs in relation to the Equipment.
- 3.3 Where, during the Initial Term:
  - 3.3.1 the Annex Agreement is terminated by SBES pursuant to clause 13 of the Standard Terms and Conditions;
  - 3.3.2 the Annex Agreement terminates automatically in accordance with clause 3.2 above; or
  - 3.3.3 any repudiation of the Annex Agreement by the Customer is accepted by SBES,

the Customer shall pay to SBES the following sums:

- (a) 100% of the Charges that would have been payable by the Customer to SBES in respect of the supply of Maintenance Services if the Annex Agreement had continued from the date of termination until expiry of the Initial Term.

3.4 Without prejudice to any right of termination, SBES shall be entitled by immediate notice to suspend performance of some or all of the Maintenance Services upon the occurrence of circumstances specified in clauses 13.1.1 or 13.1.2 of the Standard Terms and Conditions.

**4. ADDITIONAL TERMS OF PAYMENT**

4.1 SBES reserves the right to increase the Charges payable in respect of Maintenance Services on each anniversary of the Commencement Date by up to any percentage increase in the Retail Prices Index (RPI), or any future equivalent, as published by the Central Statistical Office in the Monthly Digest of Statistics in any twelve month period.

4.2 SBES reserves the right to render additional Charges where additional Maintenance Services are required as a result of the Customer's breach of the Agreement (and in particular any breach of clause 8 of the Standard Terms and Conditions).

**5. GOVERNING LAW**

5.1 The Annex Agreement will be governed by and interpreted in accordance with the laws of England and Wales.

5.2 Each party irrevocably submits to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with the Annex Agreement.

**THIS AGREEMENT IS HEREBY ACCEPTED:**

On Behalf of:  
**Customer\_name**

On Behalf of:  
**SB Electronic Systems Ltd**

Name:.....

Name: Paul Burchett

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Title:.....

Title: Managing Director

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Signed:.....

Signed:.....

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Date:.....

Date:.....

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