

GENERAL TERMS AND CONDITIONS FOR MAINTENANCE AND SERVICES

as of 03/2022



1. General Provisions and Scope of Application

- (1) All works carried out by our service personnel are subject to cost rates. Works which are performed for a fixed price and/or abroad do not fall under these rates and require special agreements.
- (2) Any requirement for special licenses (e.g., SCC, nuclear power plant permits) by **sera** service personnel shall be notified by the Client in the request for quotation. Unless otherwise agreed in writing, any costs which are incurred to obtain such special licenses are at the expense of the Client.
- (3) These Special Terms and Conditions shall apply in addition to our GTC (General Terms and Conditions) as amended.
- (4) **sera** reserves the right to cancel an offer or order at any time due to unforeseen influences beyond its control (examples but not limited to military conflicts, terrorist threats, natural and environmental disasters, political crises, health risks etc) which may endanger, complicate or make the service call or the provision of service unfeasible.

2. Health & Safety and Site conditions

- (1) It is the responsibility of the client to ensure that the environment where the **sera** service personnel are expected to work is in a safe and non-hazardous condition prior to the service visit. Any pre-concerns which may affect the ability of the technician to complete the required task should be highlighted at the time of enquiry (eg working at height or in confined spaces).
- (2) The client is responsible for the appropriate decontamination of any chemical system prior to the arrival of the **sera** Service Technician and remove any chemical spillage. Certification will be produced by the client to substantiate this where applicable.
- (3) The **sera** Service Technician will be granted site of all associated decontamination certificates held by the client prior to starting work.
- (4) The **sera** service technician will complete a Risk Assessment of the site prior to commencing any undertaking of work. If risks are deemed unacceptable, the service technician will highlight their concerns to the client site supervisor and abort the commencement of work until the hazards have been rectified. The **sera** Service Technician retains the right to discuss their concerns with their supervisor prior to commencing any work.
- (5) Should the environmental conditions be disputed by the client, the decision of the **sera** Service Technician's Supervisor will be deemed as final. The **sera** Service Technician has the right to collect documentary or photographic evidence to substantiate such concerns.
- (6) An appropriate Method statement will be completed prior to commencement of any work. This will be discussed with the client site supervisor as applicable.
- (7) Should a visit be delayed, suspended or terminated due to reasons of unacceptable risk pertaining to section 2.3, the visit will still be charged as applicable under section 5, section 6, section 7, section 8, section 9, section 10 & section 11 of these Terms and Conditions.
- (8) The **sera** Service Technician will provide their own basic PPE ie hard hat, chemical suit, gloves, glasses, splash mask, boots and Hi-Vis jacket. The client will be responsible for providing any additional protective devices at their cost ie gas detectors, special clean room over garments and shoes which may be applicable to the industry (ie mining, food, pharmaceutical etc).
- (9) Any client site Induction and H&S training courses required by the **sera** Service Technician prior to the entering of the site or commencement of any work will form part of their Working Hours as Section 4 and will be chargeable as identified in Section 6 to Section 11.

3. Client Collaboration

Client shall support the service personnel in the implementation of the works at its own costs. Client shall take all necessary measures to protect persons and equipment.

Client, at its expense, shall be obliged to provide technical assistance, in particular:

- (1) Provision of unskilled labor (assistants), if required. Such assistants shall follow the instructions of the service personnel at all times. **sera**

- does not assume any liability for any assistants or their services.
- (2) Completion of all necessary construction and installation works.
- (3) Provision of heating, lighting, power and water, including the required connections.
- (4) Provision of required devices and heavy tools/machinery.
- (5) Provision of adequate lockable rooms for the service personnel to store tools and clothing.
- (6) Transportation of devices to the assembly site and protection of all parts and materials from damages of any kind.

The technical assistance of the Client shall ensure that the works may be commenced immediately following the arrival of the service personnel and are carried out without delay up to the Client's acceptance.

4. Working Hours

- (1) Normal working hours are from Monday to Friday and shall total 40 hours. The works may be carried out in daily time slots of up to 8 hours as follows: Monday – Friday, 07:00 – 18:00.
- (2) Service personnel shall try to adapt to the working hours of the Client.

5. Travel Times, Lead Times and Waiting Times

These times are charged as normal working time with overtime surcharges from the eighth hour.

6. Hourly Rates

- (1) Service technicians (Mo-Fr): £70.00 plus VAT.
- (2) Engineers, chemists and physicists (Mo-Fr): £80.00 plus VAT.

Please note that these rates will be adjusted annually.

7. Overtime surcharges (plus VAT) for Works performed on undays and Public Holidays as well as Works performed under Special Circumstances

- or the first 2 hours of overtime per day: 25 %
 - Any extra hours overtime and work performed after 20:00: 50 %
 - Overtime on Sundays and public holidays: 100 %
- Public holidays are the legal holidays in the United Kingdom and any other legal holidays applicable to the assembly site.

8. Daily Living Allowance (plus VAT)

- Domestic: For each day or part thereof (including travel days) £30.00
- Abroad: Country-specific (on request)

Accommodation allowance is also charged for the duration of a disability caused by illness or accident at the client site.

9. Accommodation Expenses

Accommodation expenses are charged for actual expenses incurred plus 10 % handling fee.

10. Travel Expenses

- (1) Travel expenses of **sera** service personnel are charged for trips to and from the place of work, including local transport, etc.
- (2) If motor vehicles are used, the following rates apply (plus VAT):
Applicable rates: £0.78 for each mile.
Please note that these rates will be a subject of variation by **sera** prior to conclusion of a contract.
- (3) **sera** reserves the right to choose the means of transportation at its own discretion.

11. Incidental Costs

For necessary telephone calls, telegrams and such, actual costs shall be charged (plus VAT).

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12. Work Logs

- (1) Our service logs are used as basis for invoicing. Among other things, work and travel time, works carried out as well as mileage driven, are entered into these logs.
- (2) All works performed by **sera** service personnel must be signed off by the Client, irrespective of whether such works have to be paid by the Client or are regarded as warranty services. If this has not been carried out, the log book entries made by the service personnel shall apply.

13. Warranty and Limitations of Liability

- (1) Following acceptance of the serviced works, **sera** is liable for defects of only serviced items occurring within 6 months thereof if such defects are notified in writing. Wear parts (as per example valves, seals, diaphragms, filters and nozzles) are excluded from warranty.
- (2) **sera** shall fulfill its warranty obligation by either performing repairs or replacement. Any further warranty claims, e.g. consequential damages or indirect damages, shall be excluded.
- (3) For any damages and defects not directly related to the delivered item or service performed, **sera** shall be liable only for willful or gross negligence attributable to its officers or in case of bodily harm where defects have been fraudulently concealed.
- (4) No liability shall apply if the Client has made changes or repairs to delivered items or performed works without the written approval of **sera**.

14. Terms of Payment

Unless otherwise agreed, costs incurred shall be payable immediately upon receipt of invoice. The same shall apply to partial and interim settlements.

15. Venue and Applicable Law

- (1) If the Client is considered a merchant, venue for all disputes arising from the contract is the place of **sera**'s registered office. However, **sera** is also entitled to file a lawsuit at the Client's registered office.
- (2) The contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- (3) The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

16. Severability

The invalidity of individual provisions and conditions of this contract shall have no effect on the validity of the remaining provisions. If a provision is invalid either in part or in whole, the parties to the contract shall immediately endeavor to achieve the intended economic purpose of the invalid provision by other, legally permitted means.

sera Technology UK Ltd

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I agree to this Terms and Conditions for Maintenance and Services:

Date

Signature of the Client