

## SIEMENS CONDITIONS FOR SERVICE WORK

1. **LIMIT OF CONTRACT**  
Our offer / acknowledgement of order is made on the assumption that the repairs are reasonably capable of being carried out. If, on inspection, this is found not to be the case, we will advise you as soon as reasonably practicable; no liability shall attach to us for any loss occasioned by the repairs not being carried out and the cost of our inspection shall be borne by you.
2. **RATES & PAYMENT FOR REPAIR**
- 2.1 All charges, expenses, allowances and other costs shall apply from the time the service engineer commences travel to your location until they return to base (i.e. their office or, in the case of home-based service engineers, their home), or commences travel to attend another service call, whichever is the sooner.
- 2.2 We reserve the right to apply further charges, expenses, allowances and other costs where the service engineer is required to return to site for additional days because of other faults in addition to that first notified.
- 2.3 All charges quoted are exclusive of Value Added Tax which will be added to our invoices at the applicable rate.
- 2.4 Our invoices for service work shall be due and payable by the 28<sup>th</sup> day of the month following the month of issuance unless otherwise stated.
- 2.5 We reserve the right to charge interest on overdue payments at a rate per annum of 3% above the Barclays Bank UK Plc base lending rate from time to time from the due date of payment until the date payment is received.
3. **SUPPLIED PARTS**  
All parts supplied to your location by Siemens remain our property until paid for in full. Charges will be made for any part not returned to ourselves.
4. **REPAIR PARTS**  
All parts furnished as spares or as repair parts in connection with the maintenance of equipment shall be new standard parts or parts of equivalent quality. Parts replaced on an exchange basis shall become our property and must be returned to Siemens. A charge will be made for parts not returned. Parts replaced at full replacement cost shall remain your property.
5. **REPAIRS AT OUR PREMISES**  
Equipment sent to us for repair at our premises shall be delivered to us free of cost and at your risk. Any time quoted by us for return of repaired equipment shall be an estimate only and we shall not be liable for failure to return repaired equipment within such time unless you have suffered loss and the amount payable in respect thereof shall have been agreed in writing as liquidated damages in which case our liability shall be limited to the amount so agreed to be paid.  
In all cases, whether a time for return of repaired equipment be quoted or not, the time for such return shall be extended by a reasonable period if delay in return or repair is caused by incorrect instructions or lack of instructions from you or by industrial dispute or by any cause whatsoever beyond our reasonable control. Unless otherwise specified any price quoted for repair at our premises includes return of the repaired equipment to you at our risk.
6. **WARRANTY**  
All repairs by us are warranted against defects in workmanship and materials for a period of thirty days from the date of repair. We will make good by repair or replacement (at our option) such defects which appear within such period provided that we are promptly advised in writing of the defect. Except where you show to our reasonable satisfaction that defects are caused by faulty workmanship on our part you shall be responsible for our labour, travel and transportation charges. Our liability under this clause shall be in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of any parts or material supplied or the performance of the work and save as provided in this clause we shall not be under any liability, whether in contract, tort or otherwise in respect of defects in materials supplied or work carried out or for any injury (other than personal injury caused by our negligence as defined in Section 1 of the Unfair Contract Terms Act, 1977) damage or loss resulting from such defects or, save as provided in Clause 7 below, from any work done in connection therewith.
7. **LIABILITY FOR ACCIDENTS AND DAMAGE ON SITE**  
We will indemnify you against direct damage or injury to your property or person or that of others to the extent directly caused by the negligence of ourselves, our sub-contractors or agents whilst on your site, by making good such damage to property or compensating personal injury. Provided that -
  - a) our total liability for damage to your property (including damage caused by our breach of contract, tort or breach of statutory duty) shall not exceed £1,000,000, and
  - b) we shall not be liable to you for any loss of profit or of contracts or, save as aforesaid, for any loss or damage of any kind whatsoever whether caused by our breach of contract, tort, breach of statutory duty or otherwise howsoever caused.
8. **PERSONNEL WHILST ON YOUR SITE**  
You shall take all reasonable precautions to ensure the health and safety of Siemens personnel while on your premises. You or an employee nominated by you shall remain in the presence of our service engineer while they are on your premises for the purposes of carrying out repairs.
9. **LAW AND JURISDICTION**  
The contract shall be construed in accordance with and governed by English law and the English courts shall have exclusive jurisdiction over any matter arising out of the contract.
10. **EXPORT LICENCES**  
Our offer/acknowledgement of order is made subject to all necessary Export Licences and other permissions being obtained by the recipient, from the relevant authorities, for the destination and intended use of the goods and/or services.
11. **FORCE MAJEURE EVENTS**  
If we are unable to perform or suffers delay in performance, due to any cause beyond our reasonable control (regardless of whether the cause was foreseeable), including without limitation, acts of God, inclement or unusually severe weather conditions, strikes, labour shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, plague, disease, emergency, outbreak, epidemic or pandemic (including but not limited to COVID-19, SARS, Ebola, Swine Flu if classified as a force majeure by any government authority or any international agency) the time of performance will be extended by a period equal to the length of time is reasonably required to overcome the effect of the event. We will notify you within a reasonable time (but no less than five (5) days) after becoming aware of any such event.
12. **CHANGE IN LAW**  
If the cost to us of performing our obligations under the contract shall be increased or reduced by reason of the making or amendment after the date of tender of any law or of any order, regulation, or bye-law having the force of law that shall affect the performance of our obligations under the contract (including any changes affecting the time for performance or our costs, due to customs regulations or tariffs imposed after the United Kingdom ceases to be a member state of the European Union – “BREXIT”), the amount of such increase or reduction shall be added to or deducted from the contract price as the case may be.
13. **QUARANTINE COSTS**  
Notwithstanding Clause 11 Force Majeure Events herein, any additional costs and expenses associated with, or delays caused by mandatory quarantining or self-isolation imposed by any government or regulatory authority, or any quarantine-related requirements you impose before the service engineer attends at your site due to COVID-19, shall be paid for by you.

Siemens Plc  
Digital Industries, Customer Services  
Sir William Siemens House  
Princess Road, Manchester  
M20 2UR



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