

WEIGHTRON BILANCIAL LIMITED
TERMS AND CONDITIONS FOR MAINTENANCE OF HARDWARE

1 Scope and Interpretation

- 1.1 These terms and conditions (**Terms**) together with the Order Form constitute the contract between the Buyer and Supplier (**Contract**) for the maintenance of hardware by the Supplier. Separate terms and conditions apply to the sale and installation of hardware and the development, supply and support of software.
- 1.2 In these Terms each capitalised term will have the meaning set out in Schedule 1 (Definitions) or as defined by bold, bracketed text.

2 Orders

- 2.1 The Contract shall take effect on the earlier of the date on which the Order Form becomes signed by both parties and the date when the Supplier takes any action towards fulfilling the Contract (**Commencement Date**). The Supplier has no obligation to accept any order forms. Unless terminated earlier in accordance with its terms, the Contract shall continue for the Initial Period and shall automatically renew for successive Renewal Periods. The Buyer may give written notice to the Supplier, not later than 60 days before the end of the Initial Period or the relevant Renewal Period, to terminate the Contract at the end of the Initial Period or the relevant Renewal Period as the case may be. The Supplier may, at any time by giving the Buyer not less than 30 days' notice in writing, terminate the Contract.
- 2.2 The Contract constitutes the entire agreement between the parties in respect of maintenance of the Maintained Hardware. The Buyer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.3 Any provisions not set out in the Contract, including but not limited to, any provisions the Buyer applies or purports to apply by way of any purchase order/order confirmation or similar document, shall have no application to the maintenance of the Maintained Hardware by the Supplier, however those provisions are introduced. The Buyer acknowledges and agrees that the Supplier shall not be bound by any such provisions.

3 Cancellation of Contract

- 3.1 Save as provided by clause 2.1 and clause 14, the Buyer shall have no right to terminate the Contract. Any deposits or pre-paid charges paid by the Buyer shall be non-refundable.

4 Supply of Maintenance Services

- 4.1 Prior to, or shortly after, the Commencement Date, the Supplier may attend the Location and inspect the Maintained Hardware. Where, at the Supplier's sole discretion, the Supplier determines that any Maintained Hardware is not in Good Working Order, the Supplier may remove that Maintained Hardware from the Contract (in which case such hardware shall cease to be Maintained Hardware), or may require that the Buyer carries out remedial repair works (at the Buyer's cost) (**Rectification Works**) before the Supplier will cover the relevant Maintained Hardware under the Contract. If the Supplier agrees to carry out the Rectification Works, such works will be chargeable as an Additional Service.
- 4.2 During the Term, the Supplier shall provide the Buyer with the Maintenance Services for the Maintained Hardware at the Location subject to all Charges and other payments having been paid. The Maintenance Services will only be provided during Normal Business Hours unless otherwise agreed by the Supplier. Any Maintenance Services provided by the Supplier outside of Normal Business Hours shall incur additional charges at the Supplier's then applicable rates for overtime, weekend or holiday work. Test weight hire and lifting equipment will be chargeable where applicable.
- 4.3 The Maintenance Services to be supplied by the Supplier will depend on the level of cover subscribed to by the Buyer in the Order Form (**Cover Level**). The extent of the Maintenance Services for each Cover Level and any additional applicable exclusions are set out in the Order Form and in more detail in the Contract Options Form and/or the Final Quotation.
- 4.4 Depending on the Cover Level subscribed to by the Buyer, the Maintenance Services may be comprised of non-reactive periodic services (e.g. calibration checks/inspections) (**Periodic Services**) and reactive services in the event of an Incident (**Emergency Maintenance Services**).
- 4.5 The Supplier shall attend at the Location and deliver the Periodic Services at the frequency set out in the Order Form, subject to the parties agreeing a mutually convenient time and date in advance of each visit.
- 4.6 Emergency Maintenance Services will be delivered by the Supplier only if included in the Buyer's Cover Level. The Buyer (if subscribed to a Cover Level including Emergency Maintenance Services) shall promptly notify the Supplier of an Incident and shall provide a detailed description of the Incident and the impact of the same on the Buyer's business operations. Subject to the following sentence, following an Incident being reported, the Supplier shall attend at the Location within a reasonable period of time to investigate the cause of the Incident and shall use commercially reasonable endeavours to restore the Maintained Hardware to Good Working Order. In the event that an Incident renders the Maintained Hardware inoperable with no reasonable workaround available, and providing that such inoperability is having a significant adverse impact on the Buyer's business operations, then the Supplier will use reasonable endeavours to attend

at the Location to assess the Incident within 8 Normal Business Hours. Where completion of the Maintenance Services (or any part thereof) is not reasonably practicable within Normal Business Hours, the Supplier shall either arrange for a further visit to the Location within Normal Business Hours to complete the Maintenance Services and/or may at its discretion remove the Maintained Hardware or part of the Maintained Hardware in order to carry out the relevant elements of the Maintenance Services at an alternate location.

- 4.7 The Supplier does not guarantee that it will be able to resolve all Incidents or return the Maintained Hardware to Good Working Order, whether in any given timescale or at all. The Supplier shall have no obligation to continue to provide Maintenance Services where the Maintained Equipment is Obsolete.

5 Supply of Additional Services

- 5.1 The Supplier is not obliged to perform any Additional Services.
- 5.2 In the event that the Buyer requires Additional Services, the Supplier shall, subject to the Supplier agreeing to perform such Additional Services, use reasonable endeavours to perform the Additional Services within a reasonable time.
- 5.3 Save as expressly provided for in the Order Form, Additional Services shall be charged at the Standard Rates for each of the Supplier's personnel reasonably required to provide such Additional Services. With the exception of any Additional Services not provided at the Location, such fees shall be calculated from the time when the Supplier's personnel arrive at the Location until completion of the Additional Services. Travel time shall also be payable in addition at the Standard Rates along with any expenses.
- 5.4 Where the Supplier is performing or has performed the Maintenance Services in circumstances where it is established that the Maintained Hardware was not in Good Working Order due to any of the Excluded Causes, the Supplier may charge, and the Buyer shall pay, additional Charges calculated at the Standard Rates in respect of that work.

6 Replacement Parts

- 6.1 Save where the Buyer has subscribed to Inclusive Cover, and subject to any exclusions applicable to Inclusive Cover, the Buyer must pay for all replacement parts at the Supplier's then standard rates in addition to the Charges payable for the Services.
- 6.2 Title to any replacement parts provided by the Supplier to the Buyer shall not pass to the Buyer until installation of such replacement parts, strictly subject to the Supplier having received payment in full (in cleared funds) for all applicable Charges in respect of the replacement parts. Risk in any such replacement parts shall pass to the Buyer on arrival at the Location.
- 6.3 All parts and components removed from the Maintained Hardware by the Supplier in the course of performing the Services shall no longer constitute part of the Maintained Hardware and will be the property of the Supplier. The Buyer will assign to the Supplier, with full title guarantee and free from all third-party rights, all parts and components removed from the Maintained Hardware by the Supplier in accordance with this clause 6.3, such assignment to take effect immediately on the removal of the relevant part from the Maintained Hardware. For the purposes of this sub-clause, 'assign' includes 'transfer ownership'.
- 6.4 Inclusive Cover only covers the cost of electronic components and mechanical wear parts. Inclusive Cover does not include, without limitation, consumable items (e.g. printer rolls and ink ribbons), the weighbridge deck or civil foundations. Inclusive Cover does not include the cost of replacement parts required due to any of the Excluded Causes.
- 6.5 The Supplier may supply "used" replacement parts or components.
- 6.6 The Supplier shall not be required to provide replacement parts where the Maintained Hardware is Obsolete and shall have no liability to the Buyer whatsoever in this regard.

7 Charges and Payment

- 7.1 The Charges payable for the supply of Maintenance Services are set out in the Order Form or, if no Charges are set out in the Order Form, such Charges shall be calculated in accordance with the Standard Rates. The Charges for any Additional Services shall be calculated in accordance with the Standard Rates. The Charges and the Standard Rates are exclusive of VAT and any other import taxes, duties, expenses or other similar charges which the Buyer shall also pay.
- 7.2 The Supplier may increase the Charges to take account of additional time or costs incurred which have not been included as part of the Charges stated in the Order Form, such increase to be calculated in accordance with the Standard Rates.
- 7.3 Subject to clause 7.4, the Supplier may increase its Charges on each anniversary of the Commencement Date and any such increase will be reflected in the next invoice issued to the Buyer. Any increases implemented by the Supplier shall be capped in line with the greater of the percentage increase in the Consumer Prices Index during the previous year and 4%.
- 7.4 The Supplier may increase its Standard Rates and its Charges for replacement parts from time to time.
- 7.5 The Supplier shall raise invoices for the Charges in accordance with the timings stated in the Order Form save that, where no timings are stated in respect of any Charges, the Supplier may raise invoices at such intervals as the Supplier reasonably determines which may include

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- invoicing in advance. The Buyer must pay all invoices in cleared funds by payment into the bank account nominated by the Supplier before the end of the calendar month in which the invoice was raised.
- 7.6 If the Buyer fails to pay any Charges by the due date for payment then the Supplier shall be entitled to charge interest on the overdue amount at the rate of 5% per annum above Lloyds Bank Plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment, whether before or after judgment.
- 8 Warranties**
- 8.1 No guarantee or warranty is given for any parts which are not manufactured by the Supplier and all liability for any damage, loss or expense caused by such parts being defective are expressly excluded. The Supplier's sole obligation in respect of such parts shall be to use reasonable endeavours to pass on the benefits of any warranty provided by the manufacturer or supplier of those parts.
- 8.2 Subject to clause 8.1 the Supplier warrants to the Buyer that:
- 8.2.1 the Services performed under the Contract shall be performed:
- (a) using reasonable care and skill;
 - (b) in accordance with all applicable law; and
- 8.2.2 on delivery, and for a period of 6 months thereafter, any replacement parts provided by the Supplier shall be free from material defects in design, material and workmanship.
- 8.3 Subject to clause 8.4, if the Buyer gives notice in writing within 6 months of the delivery of any Services that any of the Services were not performed in accordance with the warranty set out at clause 8.2.1 then the Supplier shall re-perform or make good the defective Service.
- 8.4 The Supplier's obligations under clause 8.3 are strictly subject to:
- 8.4.1 the Buyer promptly notifying the Supplier upon discovery of the defect;
- 8.4.2 the Supplier being given a reasonable opportunity to examine such alleged defect; and
- 8.4.3 the Supplier, acting reasonably, determining that the relevant Service was not performed in accordance with clause 8.2.1.
- 8.5 Subject to clauses 8.6 and 8.7, if the Buyer gives written notice within 6 months from the date of delivery of a replacement part that the replacement part does not comply with the warranty set out in clause 8.2.2, then the Supplier shall, at its sole option, repair or replace the defective replacement part, save where the defective part is beyond repair and an appropriate replacement is unavailable.
- 8.6 The Supplier's obligations under clause 8.5 are strictly subject to:
- 8.6.1 the Buyer promptly notifying the Supplier upon discovery of the defect;
- 8.6.2 the Supplier being given a reasonable opportunity to examine such replacement part;
- 8.6.3 the Supplier, acting reasonably, determining that the replacement part does not comply with the warranty given under clause 8.2.2; and
- 8.6.4 the Buyer transferring (with full title guarantee) title in the defective replacement part to the Supplier where title to the replacement part has already passed to the Buyer.
- 8.7 The Supplier shall not be liable for any failure to comply with any warranty in clause 8.2.2 if:
- 8.7.1 the defect arises because the Buyer has failed to follow any oral or written instructions of the Supplier or good trade practice, or because the Buyer alters or repairs the replacement part without the Supplier's prior written consent; or
- 8.7.2 the defect arises as a result of fair wear and tear, wilful damage, negligence (not by the Supplier), abnormal working conditions or any act or omission of the Buyer.
- 8.8 Except as provided in this clause 8, the Supplier shall have no liability to the Buyer in respect of the Supplier's failure to comply with the warranties set out in clause 8.2.1 or 8.2.2. All warranties, conditions and terms, whether express or implied by statute, common law or otherwise (including satisfactory quality, fitness for purpose and suitability) are, to the fullest extent permitted by law, excluded from the Contract.
- 8.9 The terms of the Contract shall apply to any repaired or replacement parts supplied under clause 8.5, however, such repaired or replacement part shall only benefit from the warranties provided under this clause for the unexpired element of the original warranty period relating to the repaired or replaced part. The terms of the Contract shall not apply to any re-performed Services.
- 8.10 Each party warrants that it has the full capacity and authority and all necessary permits, licences and consents necessary to enter into the Contract and that those signing the Contract are duly authorised to bind the party for whom they sign.
- 9 Buyer's obligations**
- 9.1 The Buyer shall:
- 9.1.1 provide and procure all reasonable assistance, and information as required by the Supplier including all relevant instruction manuals, drawings and other information supplied by the manufacturer, designer or installer of the Maintained Hardware;
- 9.1.2 ensure that any Rectification Works have been carried out strictly in accordance with the Supplier's requirements;
- 9.1.3 obtain and maintain at its own cost all necessary licences, permissions and consents required in relation to the delivery and receipt of the Services;
- 9.1.4 ensure that the Maintained Hardware is installed and kept at the Location and under suitable conditions as specified in the terms and conditions under which the Maintained Hardware was supplied;
- 9.1.5 ensure that the Location is suitably and properly prepared for the delivery of the Services in accordance with the Supplier's instructions and is safe for entry and performance of the Services by the Supplier and its employees, agents and subcontractors;
- 9.1.6 permit only trained and competent personnel to use the Maintained Hardware;
- 9.1.7 ensure that any applicable manufacturer's manuals and guidance along with any instructions as the Supplier may give from time to time are followed;
- 9.1.8 not move the Maintained Hardware from the Location without the prior written approval of the Supplier;
- 9.1.9 notify the Supplier in writing of any changes or alterations made to the Maintained Hardware;
- 9.1.10 notify the Supplier promptly if the Maintained Hardware is discovered to be operating incorrectly;
- 9.1.11 at all reasonable times permit full and free access to the Location and to the Maintained Hardware to the Supplier, its employees, sub-contractors and agents and provide them with adequate working space and any facilities or services as are reasonably required to enable the Supplier to perform the Services whilst at the Location; and
- 9.1.12 take any steps reasonably necessary to ensure the safety of the Supplier's personnel when attending the Location.
- 9.2 Buyer warrants that it is the sole beneficial owner of the Maintained Hardware.
- 10 Indemnity**
- 10.1 The Buyer shall indemnify (and keep indemnified) and hold harmless the Supplier against any Losses arising from or in connection with any breach by the Buyer of its obligations under clause 9 and/or clause 13.3.
- 11 Relief Events**
- 11.1 The Supplier shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from any events, circumstances or causes beyond its reasonable control including, without limitation, acts of God; natural disasters; terrorist attacks; civil war, commotion or riots; imposition of sanctions or embargos; any law or action taken by a governmental or public authority (including without limitation export or import restrictions, quotas or prohibitions); failure to obtain or renew, or the cancellation of, any licence, permit or consent; collapse of buildings; unavailability, interruption or failure of utility supplies; labour or trade disputes, strikes or industrial action; and non-performance by suppliers or subcontractors (**Force Majeure Event**).
- 11.2 If any act or omission of the Buyer (including without limitation the Buyer failing to comply with its obligations under the Contract) causes or contributes to the Supplier failing or being delayed in the Supplier's performance of any obligation under the Contract, or if the Buyer fails to make any payment when due, (**Relief Event**), the Supplier shall without limiting its other rights or remedies:
- 11.2.1 have the right to suspend performance under the Contract until the Buyer remedies the default; and
- 11.2.2 have the right to rely on the Relief Event to relieve it from the performance of any such obligation; and
- 11.2.3 have no liability howsoever arising from the Supplier's failure or delay to perform any such obligation.
- 11.3 The Buyer acknowledges that where the Supplier exercises any of the remedies under clauses 11.2.1 to 11.2.2 (inclusive), it may not be possible for the Supplier to recommence performance of its obligations immediately on the remedying of the Relief Event by the Buyer. As such, any recommencement of performance will be subject to the Supplier's ability to re-allocate its resources accordingly.
- 11.4 The Buyer shall reimburse the Supplier on written demand for any Losses sustained or incurred by the Supplier arising from the Relief Event. Such Losses may include the costs of the Supplier being unable to re-allocate or otherwise utilise its personnel or the costs associated with performing the Services at a later date.
- 12 Intellectual Property**
- 12.1 All intellectual property rights in or arising out of or in connection with the Services or any other services performed by the Supplier shall be owned by the Supplier.
- 13 Liability**
- 13.1 Nothing in the Contract shall limit or exclude the Supplier's liability for:

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- 13.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- 13.1.2 fraud or fraudulent misrepresentation; or
- 13.1.3 any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 13.2 Subject to clause 13.1:
- 13.2.1 the Supplier shall not be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit (direct or indirect), loss of business or business opportunities, loss or corruption of data or information, loss of revenue, loss of anticipated savings, loss of (or loss or liability under) other contracts, loss of production, loss of use, or any indirect or consequential loss arising under or in connection with the Contract; and
- 13.2.2 the Supplier's total liability to the Buyer for all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total amount of Charges paid by the Buyer for the Services during the twelve (12) month period immediately preceding the date on which the cause of action first arose or, if the claim arose during any period before 12 months has elapsed from the Commencement Date, during that shorter period.
- 13.3 Where any Maintained Hardware is designed to be used for safety purposes, the Buyer agrees that it will not be the only safety system it employs in respect of the relevant risks and agrees to employ other protective measures against such risks to protect against the relevant Maintained Hardware failing to perform.

14 Termination

- 14.1 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within twenty-one (21) days of that party being notified in writing to do so.
- 14.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Buyer if:
- 14.2.1 the Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if any step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 14.2.2 the Buyer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 14.2.3 the Buyer's financial position deteriorates to such an extent that in the Supplier's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- 14.2.4 the Buyer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven (7) days after being notified in writing to make such payment.
- 14.3 Where the Supplier is entitled to terminate the Contract under this clause 14, it shall also be entitled to terminate any other contracts with the Buyer.
- 14.4 Termination of the Contract shall not affect either of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 14.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
- 14.6 On termination of the Contract for any reason:
- 14.6.1 the Buyer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of the Services performed and any costs or expenses already incurred by the Supplier but for which no invoice has been submitted, the Supplier shall submit an invoice which shall be payable by the Buyer immediately on receipt; and
- 14.6.2 the Buyer shall on request return or destroy or permanently erase any Confidential Information of the Supplier;
- 14.6.3 the Buyer shall return all of the Supplier's materials and equipment and if the Buyer fails to do so, then the Supplier may enter the Buyer's premises and take possession of them.

15 General

- 15.1 **Confidentiality.** Each party undertakes that it shall not at any time disclose to any person any Confidential Information or information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 15.2.

- 15.2 Each party may disclose the other party's Confidential Information:
- 15.2.1 to its employees, officers, representatives or advisers (and in the case of the Supplier being the recipient of Confidential Information, to its Affiliates, agents and subcontractors) who need to know such information for the purposes of exercising the party's rights or performing its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses such Confidential Information comply with clause 15.1; and
- 15.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.3 No party shall use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 15.4 The Supplier may refer to the Buyer as being a client of the Supplier in customer reference lists and sales presentations, advertising or press release.
- 15.5 **Assignment and other dealings.** The Buyer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.
- 15.6 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 15.7 **Waiver.** A waiver of any right or remedy by the Supplier is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy by the Supplier shall not waive that or any other right or remedy; nor prevent or restrict the further exercise of that or any other right or remedy of the Supplier.

15.8 Dispute Resolution

- 15.8.1 If a dispute arises out of or in connection with the Contract or the performance, validity or enforceability of it (**Dispute**) then, except as expressly provided in the Contract, the parties shall follow the procedure set out in this clause:
- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents;
- (b) following service of the Dispute Notice, the parties shall use reasonable endeavours to promptly resolve the Dispute by way of without prejudice discussions between the relevant representatives and in accordance with the following escalation levels and timescales:

Escalation Level	Supplier representative	Buyer representative	Time for resolution
1	Service Manager	Manager	10 Business Days
2	Service Director	Director	5 Business Days
3	Managing Director	Managing Director	5 Business Days

- and
- (c) if, for any reason, the parties are unable to resolve the Dispute within the timescales and escalation levels referred to in clause 15.8.1(b), or should either party fail to engage or cease its engagement in that process, then the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 15.13.
- 15.8.2 Nothing in clause 15.8 shall prevent the Supplier from commencing Court proceedings in accordance with clause 15.13 at any time.
- 15.9 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.
- 15.10 **Notices.** Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have notified to the other party, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service. Any other form of delivery including, without limitation, delivery via fax or email, shall not be valid. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the relevant address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 15.11 The provisions of clause 15.10 shall not apply to the service of any proceedings or other documents in any legal action.

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- 15.12 **Third party rights.** No one other than a party to the Contract and their permitted assignees shall have any right to enforce any of its terms.
- 15.13 **Governing law and jurisdiction.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the laws of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

Schedule 1 - Definitions

The terms listed here shall have the following meanings:

Additional Services: any services which fall outside the scope of the Buyer's Cover Level including, but not limited to: (i) any services which are required to restore any malfunctioning or failed Maintained Hardware to Good Working Order where the malfunction or failure results from, or is caused by, any of the Excluded Causes; and (ii) any site visits/additional inspections of Maintained Hardware which the Buyer may require;

Affiliate: any entity that directly or indirectly controls, is controlled by, or is under common control with another entity;

Business Day: any a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

the Buyer: the entity identified as such on the Order Form;

Charges: the charges payable by the Buyer to the Supplier in respect of the Services and any replacement parts;

Commencement Date: has the meaning given to it in clause 2.1;

Confidential Information: information of commercial value and any other confidential or proprietary information, in whatever form or medium, disclosed by a party (or any of its Affiliates) to the other party (or any of its Affiliates), including, without limitation, commercial or technical know-how, technology, information pertaining to business operations and strategies, and information pertaining to business affairs, customers, suppliers, pricing and marketing and, for clarity, including (in the case of the Supplier's information) information relating to the Maintained Hardware or any of its constituent parts and the Services;

Consumer Prices Index: the Consumer Prices Index (CPI) (all items) (United Kingdom);

Contract Options Form: the contract options form provided to the Buyer by the Supplier which set out details of the services included and excluded for each Cover Level;

Cover Level: has the meaning given to it in clause 4.3;

Emergency Maintenance Services: has the meaning given to it in clause 4.4;

Excluded Causes: means

- (a) wilful damage;
- (b) accidents including any accidental damage;
- (c) flooding or other similar occurrences;
- (d) rodent/animal damage;
- (e) a defect in the manufacturer's design of the Maintained Hardware;
- (f) faulty materials or workmanship in the manufacture of the Maintained Hardware or any other defect covered by manufacturer warranty;
- (g) use of the Maintained Hardware with other hardware or materials not supplied or approved in writing by the Supplier or the relevant manufacturer of the Maintained Hardware;
- (h) any maintenance, alteration, modification or adjustment performed by persons other than the Supplier or its employees or agents;
- (i) the Buyer or a third party moving the Maintained Hardware within and/or from the Location;
- (j) the use of the Maintained Hardware in breach of any of the agreement under which the Maintained Hardware was supplied;

- (k) failure to adhere to and any manufacturer guidance, documentation or advice in relation to the use, storage and maintenance of the Maintained Hardware;
- (k) high water levels;
- (l) build up of dirt in the scale pit;
- (m) a failure, interruption or surge in the electrical power or its related infrastructure connected to the Maintained Hardware;
- (n) the Maintained Hardware becoming Obsolete;
- (o) the neglect or misuse of the Maintained Hardware; or
- (p) any other exclusions set out in the Contract or otherwise made know to the Buyer;

Final Quotation: the final agreed written quotation and accompanying documentation provided to the Buyer setting out, amongst other things, details of the Maintenance Services;

Good Working Order: the Maintained Hardware operates materially in accordance with generally accepted and reasonable industry standards for that type of hardware taking account of its age and condition;

Inclusive Cover: the Cover Level offered by the Supplier which is inclusive of the costs of certain spare/replacement parts, subject to applicable exclusions;

Incident: the Maintained Hardware malfunctioning or suffering a breakdown such that it ceases to be in Good Working Order other than as a result of an Excluded Cause;

Initial Period: 36 months from the Commencement Date;

Location: the location of the Maintained Hardware as specified in the Order Form, or any other location as may be agreed by the parties in writing from time to time;

Losses: all liabilities, costs, expenses, damages, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses and any indirect or consequential losses;

Maintained Hardware: the hardware to be maintained by the Supplier pursuant to the Contract as specified in the Order Form;

Maintenance Services: the Periodic Services and (if applicable) Emergency Maintenance Services to be supplied by the Supplier in relation to the Maintained Hardware, such Maintenance Services shall be limited to the scope of the relevant Cover Level subscribed to by the Buyer;

Normal Business Hours: any hours between 8:00am and 5:00pm GMT on a Business Day;

Obsolete: the Maintained Hardware is, in the Supplier's reasonable opinion: (i) obsolete, whether by virtue of spare parts not being reasonably available on commercially reasonable terms, or otherwise; or (ii) beyond reasonable economic repair taking account of the time and costs required to effect necessary repairs to, or carry out Services on such Maintained Hardware;

Order Form: the order form attached to or accompanying these Terms;

Periodic Services: has the meaning given to it in clause 4.4;

Renewal Period: each successive 12-month period after the Initial Period for which the Contract is renewed;

Services: the Maintenance Services and the Additional Services;

Standard Rates: the Supplier's standard rates as may be amended from time to time including, without limitation, its standard hourly rates, any rates that apply in relation to travel time and rates applicable to holiday, weekend, and out of hours work;

the Supplier: Weightron Bilanciai Limited; and

Term: the Initial Period together with the Renewal Periods.