



LTE SCIENTIFIC LTD

Greenbridge Lane
Greenfield
Oldham
OL3 7EN
United Kingdom

T: +44 (0) 1457 876221

F: +44 (0) 1457 870131

E: info@lte-scientific.co.uk

LTE SCIENTIFIC TERMS AND CONDITIONS FOR MAINTENANCE SERVICE CONTRACT (T&Cs)

1. DEFINITIONS

In these conditions the following words shall have the meaning set out opposite them:

- 1.1 "the Company" shall mean LTE Scientific Limited;
- 1.2 "the Agreement" shall mean the Contract and Schedules between the Company and the Customer for the provision of the Maintenance Service, incorporating these terms and conditions;
- 1.3 "the Customer" shall mean any person, firm, company or organisation who purchases the Maintenance Service from the Company;
- 1.4 "the Maintenance Service" shall mean all or any of the categories of services to be provided by the Company as specified in the Agreement together with any other services which the Company provides or agrees to provide to the Customer during the term of the Agreement, including without limitation the deliverables, the planned Maintenance Service and the reactive Maintenance Service;
- 1.5 "the Equipment" shall mean the Equipment explicitly and specifically listed in the Schedule to the Agreement;
- 1.6 "the Maintenance Period" shall mean a fixed period as specified in the Agreement commencing on the date of the Contract or such other date as may be specified in writing in the Contract;
- 1.7 "the Contract" shall mean any contract between the Company and the Customer for the provision of Maintenance Service, incorporating these terms and conditions;
- 1.8 "the Maintenance Charge" shall mean the agreed annual charges as specified in the Agreement and any additional charges thereof.

2. GENERAL

- 2.1 This Agreement forms the entire contract between the parties in relations tot the Equipment and there are no representations or warranties either express or implied in respect hereof, except those specifically referred to herein;
- 2.2 save where the Company can be shown to have failed to exercise reasonable care in the supply of the Maintenance Service and such failure results in death or personal injury the Company shall not be liable for any direct, indirect, special, or consequential damages in connection with or arising out of the provision or performance of the Maintenance Service under this Agreement, nor shall the Company be liable for any failure or delay in performance hereunder if such failure or delay in performance is due in whole or in part to any cause beyond its control;
- 2.3 the terms and conditions of any purchase order or other document whatsoever issued by the Customer in connection with the Maintenance Service provided under this Agreement shall not be binding on the Company and shall not apply to this Agreement.

3. MAINTENANCE SERVICE

Subject to the payment of the charges as specified in clause 5, the Company agrees to provide the Maintenance Service as detailed in the Schedule to this Agreement in accordance with these Terms and Conditions.

4. DURATION

This Agreement shall be for a minimum period of twelve (12) months from the Contract Start Date, and therefore shall be renewed for each successive Maintenance Period until determined by either party giving notice in writing to the other at least three (3) months prior to the start of any new Maintenance Period.

5. MAINTENANCE CHARGES AND PAYMENT

The Customer shall pay the Maintenance Charge for each Maintenance Period in advance. All other charges shall be paid by the Customer within 30



LTE SCIENTIFIC LTD

Greenbridge Lane
Greenfield
Oldham
OL3 7EN
United Kingdom

T: +44 (0) 1457 876221

F: +44 (0) 1457 870131

E: info@lte-scientific.co.uk

days of the date of the Company's invoice. The Company reserves the right to increase the Maintenance Charge with effect from the commencement of any Maintenance Period.

6. SCOPE OF WORK

Three (3) clear days' notice will be given before each visit. On each visit the Maintenance Service to be provided under the terms of this Agreement shall include the following;

6.1 Inspect, test and carry out any adjustments necessary to bring the Equipment (or the relevant part thereof) into full working order.

6.2 Supply and fit any replacement parts which the Company may reasonably consider necessary.

Replacement parts will be charged extra. The Company reserve the right to make an extra charge also for the time involved in fitting such replacement parts.

7. EXCLUSIONS

The Maintenance Service to be provided under the terms of the Agreement shall **NOT** include:

7.1 The repair of damage resulting from accident, negligence, operator abuse or any incompetence whatsoever on the part of the Customer, his employees, servants or agents;

7.2 the repair of damage resulting in fire, explosion, flood, war, damage, theft, civil disorder, sonic boom or Act of God;

7.3 repairs required as a result of electrical power failure or failure to maintain the proper environmental conditions recommended by the manufacturer.

8. IMPROVEMENTS TO THE EQUIPMENT

8.1 If minor improvements can be made to the Equipment the Company may carry out such improvements during the course of the maintenance visit. The Company reserve the right to charge for the parts used. The Company shall be under no prior obligation to inform the Customer that a minor improvement has been made.

8.2 The provisions of this Agreement shall apply to any modification made to or any part or parts replaced in the Equipment under this Agreement.

9. CUSTOMER UNDERTAKINGS

The Customer undertakes that:

9.1 The Equipment at all times will be used in a normal and proper manner and for the purposes for which it was manufactured and will only be operated by competent personnel;

9.2 The employees, servants or agents of the Company will have full and free access to the Equipment at all reasonable times for the purpose of carrying out the Maintenance Service;

9.3 Full protection will be afforded to the employees, servants or agents of the Company under The Health And Safety At Work Act etc. 1974 while executing the terms of this Agreement;

9.4 This Agreement forms the entire contract between the parties in relation to the Equipment and there are no representations or warranties either express or implied in respect hereof, except those specifically referred to herein.

10. ENGLISH LAW

The Agreement made hereunder shall be governed and constructed in accordance with English Law and the Company and the Customer hereby submit themselves to the jurisdiction of the English Courts.