

Planned Maintenance Agreement

I. General.

1). Definitions. In this agreement, the following definitions apply:

Customer: the recipient of the Services.

Data Protection Legislation: (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

Equipment: the equipment (or any parts of it) set out in the Order Acknowledgement.

Services: the services to be provided by BDL, whether personally or through its subcontractor, described at paragraph II below (but shall not include any services carried out under any warranty contained in any contract of sale between the Customer and BDL).

2). BDL's Terms of Business (found at Appendix I of the Order Acknowledgement) shall apply to this agreement as if they were written out herein. These terms, together with the Terms of Business, and any documents referred to in them, form the agreement between the parties in relation to planned maintenance services in relation to the Equipment. If there is an inconsistency between these terms and the Terms of Business these terms shall prevail.

II. Services to be Supplied.

BDL will use all reasonable endeavours to provide the following services to the Customer and may use subcontractors to do so provided they are bound by terms as set out in this agreement.

1). **Periodic Visits:** BDL will arrange for an engineer to visit the Customer's site periodically to carry out a visual inspection of the Equipment. During the inspection, the engineer will carry out minor adjustments outlined below and report to the Customer details of any repair work necessary and provide an estimate for this if requested. The number of visits in an annual period will depend on the type of equipment as well as site conditions and a price will be fixed on signing the Contract and stated in the Order Acknowledgement. Normally the Customer will be contacted to agree a suitable date and time shortly before each visit is due.

2). **Outline of Maintenance Covered:** BDL's visiting engineer will –

- Visually inspect power and hydraulic units.
- Carry out minor adjustments and repairs found necessary.
- Check oil levels – top up as necessary.
- Check and replace oil filter as necessary.
- Submit a report of inspection containing details of any repairs required – provide estimate for such repairs if required by Customer.
- Comment on user daily checks and adjustments if necessary.

The planned maintenance agreement does NOT cover:

- **Daily user/operator maintenance recommended in the manufacturer's operating manual.**
- **The provision of any lubricants or spare parts used (which will be invoiced additionally to the charges set out on the Order Acknowledgement).**
- **Labour and material charges for any work in excess of the inspection and minor adjustments detailed in "Outline of Maintenance Covered" above, unless a warrantable item. Any such charges incurred for work carried out at the Customer's request shall be invoiced additionally.**
- **Cleaning, de-scaling, degreasing or painting.**
- **Modifications necessary to comply with legislation.**

III. Customer's Obligations.

1). **Manufacturer's Recommended Maintenance Periods:** Manufacturers of Equipment usually recommend periods of time or periods of usage after which their specific maintenance procedures need to be carried out. So far as possible, BDL's visits schedule (as agreed with the Customer) shall be in line with these recommended periods. Where this is not so, it will be the Customer's responsibility to arrange for additional maintenance to be provided in order to meet the manufacturer's recommendations, and the Customer agrees to procure the same.

2). **Daily Checks and Adjustments:** Manufacturers specify in the Operating Manual supplied with each piece of Equipment certain checks and adjustments which are to be carried out daily by the user/operator. It is essential that these are carried out properly by the Customer's operators.

3). **Misuse:** The Customer acknowledges that BDL shall not be responsible for any damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Customer, its agents and contractors.

4). **Informing BDL of any change of use:** The Customer shall inform BDL promptly in writing if the purpose, application or use of the Equipment changes in such a way as is likely to affect the maintenance requirements of the Equipment.

IV. Duration and Termination.

1). This Planned Maintenance Agreement shall commence on the commencement date stated in the Order Acknowledgement and continue for the initial period also stated on the Order Acknowledgement. The agreement renews automatically on a yearly basis unless cancelled by either party giving the other party not less than three months' notice in writing.

2). In addition to the rights to terminate given under clause XIII of BDL's Terms of Business, BDL may terminate this agreement on immediate notice and without penalty if:

- (a) the Equipment is moved from the site address shown in the Order Acknowledgement without BDL's agreement;
- (b) The Customer fails to have essential repairs carried out which in the engineer's reasonable opinion may affect the operational safety of the Equipment;
- (c) the Customer uses the Equipment in a way or for a purpose not declared at the signing of this agreement or advised to BDL as required in clause III 4 above.

V. Charges.

1). Charges as stated on the Order Acknowledgement are for labour and travel only, unless stated otherwise, and are payable annually in advance. Consumables (such as oil filters) are charged separately and at the time they are used.

2). On or before the automatic renewal date the charges for the next year will be reviewed in light of current costs and where necessary adjusted. The Customer will have the option to decline renewal if the revised charges are unacceptable, but should inform BDL promptly if this is the case.

3). Engineer visits shall take place in normal working hours, Monday to Friday. Extra charges will be made for visits outside these times.

4). An abortive call charge shall be made if the Equipment is not available or not empty on the advised date, unless agreed otherwise.

VI. Force Majeure.

BDL shall not be liable for any loss, damage, or expense howsoever arising caused by any failure of BDL to provide the Services due to any matter beyond its direct control including (but without prejudice to the generality of the foregoing) shortage of material or parts supplies, commission of criminal acts by third parties, acts of war,

civil commotion, accident, strikes or lockouts, Acts of God, or any restriction imposed by a Government Authority.

VII. Dates.

BDL will use its reasonable endeavours to carry out the Services in line with dates and timescales quoted but time shall not be of the essence and BDL shall not be liable for any losses, costs or expenses caused by any delay on the part of BDL in attending for or completing the Services.

VIII. Warranty.

If within one month from the date of completion of the Services any defect appears in the workmanship or in any parts or materials supplied in connection with the Services THEN BDL will remedy such defect by (at its option) repairing, replacing parts or reworking PROVIDED THAT:

- (a) the defect is reported in writing within 3 days of it first appearing; and
- (b) the Customer affords BDL access to carry out such remedy;
BUT THIS WARRANTY SHALL NOT APPLY to the following:
- (c) defects arising from fair wear and tear, misuse, neglect, failure to carry out daily operator/user maintenance procedures or major repairs recommended by the manufacturer or by BDL;
- (d) defects resulting from repairs or modifications to the Equipment carried out by someone other than BDL or its subcontractor;
- (e) defects in Equipment on which the serial number or identification plates have been removed or defaced.

IX. Data Protection

1) Both parties will comply with the Data Protection Legislation. Where you give us personal data as the data controller and instruct us to process it, as a data processor, you will ensure that you have all necessary and appropriate consents and notices in place to enable lawful transfer of the personal data to us for the duration and purposes of the Contract, and for the processing of that personal data as envisaged by the Contract. As a minimum, we shall: process that personal data only on your written instructions (unless we are required by law to act without your prior instruction) or as is necessary to perform the Contract; ensure that we have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction; ensure that all personnel who have access to personal data are obliged to keep it confidential; not transfer any personal data outside of the EEA; not appoint a sub-processor without your written consent and always under a written contract; assist you, at your cost, in responding to any request from a data subject and in ensuring compliance with your obligations under the Data Protection Legislation; notify you without undue delay on becoming aware of a personal data breach; at your written direction, delete or return personal data and copies thereof to you on termination of the Contract unless required by law to store the personal data; maintain complete and accurate records and information to demonstrate our compliance with this clause.

2). Where we, as a data controller, collect personal data from you, we do so under the terms of our Privacy Notice, a copy of which is available on our website.