



Fully Comprehensive Agreement for

1. MAINTENANCE SERVICE

- (a) Maintenance means to carry out regular planned and preventative maintenance to the specified equipment in accordance with our Maintenance Guidelines and Maintenance Report Sheets during periodic visits (x) times per year.
- (b) All periodic maintenance to be carried out during normal working hours on weekdays from Monday to Friday excluding statutory public holidays.
- (c) The equipment in question includes all parts from the point of power distribution onwards.

2. RESPONSE TIME

An emergency response service will be available to the Customer at all times subject to the following priorities:

- (a) Emergency Repair - Respond within 4 hours.
- (b) Urgent Repair - Respond within 24 hours.
- (c) Routine Repair - Respond within 48 hours.

Apex Commercial Refrigeration and Air Conditioning Ltd. will coordinate repairs to ensure that wherever possible routine repairs are accommodated during periodic maintenance visits.

3. DEFINITIONS OF EMERGENCY SERVICE

The definitions of emergency service are as follows: -

- (a) Emergency repair
 - (i) Catastrophic failure of main storage freezer and/or chillers and critical Display Chillers where loss of product is possible.
 - (ii) Any equipment malfunction or condition which represents a Health & Safety hazard.
- (b) Urgent repair
 - (i) Failure or malfunction of equipment, excluding 3(a)(i) & (ii) which may result in loss of product.
- (c) Routine Repairs
 - (i) Equipment malfunctions which are non-urgent and require only routine attention.

4. **REPORT PROCEDURE**

To ensure that in the event of equipment breakdown, the standard of response required is met with, Apex Commercial Refrigeration and Air Conditioning Ltd. will be responsible for logging all calls and determining initial priority. It is the responsibility of the customer to inform Apex if the priority of the call changes prior to attending.

5. **EMERGENCY SERVICE**

Outside of normal operating hours, Apex Commercial Refrigeration and Air Conditioning Ltd. will only respond to calls of an emergency nature - i.e. 6.00pm - 8.00am weekdays, weekends, and Bank Holidays.

In addition to the above, if Apex Commercial Refrigeration and Air Conditioning Ltd. are called out on an emergency response basis to make repairs which are found to be of a routine or non urgent nature then the Customer will be liable to pay our normal out of hours charges.

6. **REPLACEMENT PARTS**

- (a) Where in the judgement of Apex Commercial Refrigeration and Air Conditioning Ltd. repairs or replacement materials/parts are required

these will be supplied within the terms of the agreement. Cost of labour to install parts is inclusive of repairs carried out.

- (b) All items removed from any equipment due to replacement become the property of Apex Commercial Refrigeration and Air Conditioning Ltd.

7. **EXCLUSIONS**

- (a) Under the terms of this Agreement Apex Commercial Refrigeration and Air Conditioning Ltd. will not be liable to supply parts or make repairs necessitated by reason of negligence or misuse of the equipment or by reason of any other cause beyond its control except ordinary wear and tear.
- (b) The following items are specifically excluded:
 - (i) Failure or deficient external electrical or mechanical services, i.e. gas/electric/water supply (including scale).
 - (ii) Interruption of electrical supplies i.e. failure to supply cable, distribution equipment etc.
 - (iii) Inadequate equipment design, manufacture or installation (to be settled by arbitration by seeking a second opinion from another refrigeration company).
 - (iv) Abortive visits.
 - (v) Obsolete or redundant equipment and components i.e. components no longer manufactured or available.
 - (vi) All lighting, heater mats, door heaters.
 - (vii) Damage or misuse of drain lines, condensate and evaporator pans.
 - (viii) Damage or misuse of flexible cables or plugs.
 - (ix) Equipment failure due to intervention by third parties, i.e. other refrigeration service companies.
 - (x) Gaskets, doors cabinet and coldroom furniture, floor matting and shelving.

All the above items will be invoiced on a time and material basis.

8. **GENERAL CONDITIONS**

- (a) This agreement presupposes that all equipment is in normal operational condition. On completion of the first maintenance

period, Apex will submit a detailed report of any system malfunction or defects found together with the appropriate costings.

- (b) Apex Commercial Refrigeration and Air Conditioning Ltd will not be responsible for failure to render service due to any cause beyond its control. Apex Commercial Refrigeration and Air Conditioning Ltd will continuously supply a service for the duration of the agreement.
- (c) The service shall commence on receipt of your order and shall continue for a period of two years and thereafter from year to year unless terminated by either party giving sixty days written notice by recorded delivery.
- (d) We will endeavor to meet the response times given in 2 wherever possible but cannot guarantee an engineer within the given times.
- (e) Other than for reasons of negligence on the part of Apex, We are unable to reimburse for stock losses due to the failure of the equipment covered by this contract. Refrigeration equipment can fail at any time and we would suggest suitable insurance for such circumstances.
- (f) Payment shall annually in advance.

Signed on behalf of the Customer

Signed on behalf of the Company

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Name:.....

Name:.....

Position:.....

Position:.....

Date:.....

Date:.....