



## **Service 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 co-ordinate 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 the Customer will be liable to pay our normal out of hours charges. Requests for service within normal operating hours will be charged at our current normal call-out and hourly rate.

#### 6. **REPLACEMENT PARTS**

- (a) All items removed from any equipment due to replacement will be disposed of unless specifically requested not to by the Customer prior to disposal.

#### 7. **GENERAL CONDITIONS**

- (a) This agreement presupposes that all equipment is in normal operating condition. On completion of the maintenance visit, Apex

will submit a detailed report of any system malfunction or defects found together with costings.

- (b) The maintenance fee includes all time associated with the maintenance visit including sundry materials Parking, materials supplied, including refrigerant and oil will be charged to the Customer on a separate invoice in addition to the maintenance fee, at Company prices, current at the time of supply. Any additional items incurred at the time of our visit will be detailed on the paperwork left on site by the attending engineer.
- (c) The Customer gives Apex Commercial Refrigeration and Air Conditioning Ltd the authority to supply sundry materials during its maintenance visit. Any replacement parts (not sundries) will be fitted with the permission of the Customer's representative who will indicate their approval by signing the paperwork left by the attending engineer.
- (d) 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.
- (e) 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 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 be annually in advance.

Signed on behalf of the Customer

Signed on behalf of the Company

.....

.....

Name:.....

Name:.....

Position:.....

Position:.....

Date:.....

Date:.....