

## Technical Support Services Terms and Conditions

These Terms and Conditions will apply to the provision of all Technical Support Services by us, Kleemann Lifts UK Limited, a company registered in England under number 07574407, whose registered office address is at Unit 8, Arena 14, Charbridge Lane, Bicester, Oxfordshire, OX26 4SS, hereinafter called "the Service Provider".

### WHEREAS:

- (1) The Service Provider provides Technical Support Services to clients. The Service Provider has reasonable skill, knowledge and experience in that field.
- (2) The Client wishes to engage the Service Provider to provide the services set out in this Agreement, subject to the terms and conditions of this Agreement.
- (3) The Service Provider agrees to provide the services set out in this Agreement to the Client, subject to the terms and conditions of this Agreement.

### IT IS AGREED as follows:

#### 1. Definitions and Interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

**"The Client"** means the individual, firm or corporate body purchasing the Services. Where an individual is entering into this Contract the individual confirms they have the authority to enter into this Contract on behalf of that business and the business will be the Client in the context of this Contract:

**"The Service Provider"** means Kleemann Lifts UK Limited who have the responsibility for providing the Services as set out in Schedule 1 when in a contract for such with the Client

**"Business Day"** means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in the United Kingdom;

**"Confidential Information"** means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);

**"Data Protection Legislation"** means 1) unless and until EU Regulation 2016/679 General Data Protection Regulation ("GDPR") is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations, and secondary legislation (as amended from time to time), in the UK and subsequently 2) any legislation which succeeds the GDPR;

**"Charges"** means any and all sums due under this Agreement from the Client to the Service Provider, as specified in Schedule 2;

**"Services"** means the Technical Support services to be provided by the Service Provider to the Client in accordance with Clause 2, as fully defined in Schedule 1, and subject to the terms and conditions of this Agreement; and

- 1.2 Unless the context otherwise requires, each reference in this Agreement to:

- 1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

- 1.2.3 "this Agreement" is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;

- 1.2.4 a Schedule is a schedule to this Agreement; and

- 1.2.5 a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.

- 1.2.6 a "Party" or the "Parties" refer to the parties to this Agreement.

- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

- 1.4 Words imparting the singular number shall include the plural and vice versa.

- 1.5 References to any gender shall include the other gender.

- 1.6 References to persons shall include corporations.

#### 2. Provision of the Services

- 2.1 With effect from the Commencement Date, the Service Provider shall, throughout the Term of this Agreement, provide the Services to the Client.

- 2.2 The Service Provider shall provide the Services with reasonable skill and care, commensurate with prevailing standards in the industry in the United Kingdom.

- 2.3 The Service Provider shall act in accordance with all reasonable instructions given to it by the Client provided such instructions are compatible with the specification of Technical Support Services provided in Schedule 1.

- 2.4 The Service Provider shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.

- 2.5 The Service Provider shall use all reasonable endeavours to accommodate any reasonable changes in the Services that may be requested by the Client, subject to the Client's acceptance of any related reasonable changes to the Fees that may be due as a result of such changes.

- 2.6 The Service Provider shall issue instructions or advice to the Client to enable the Client to instruct the manufacturer, installer or maintainer of the lift to carry out any remedial works deemed necessary by the Service Provider.

#### 3. Client's Obligations

- 3.1 The Client shall use all reasonable endeavours to provide all pertinent information to the Service Provider that is necessary for the Service Provider's provision of the Services.

- 3.2 In the event that the Service Provider requires the decision, approval, consent or any other communication from the Client in order to continue with the provision of the Services or any part thereof at any time, the Client shall provide the same in a reasonable and timely manner.

- 3.3 If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, it shall be the Client's responsibility to obtain the same in advance of the provision of the Services (or the relevant part thereof).

- 3.4 If the Service Provider has given instructions or advice to the Client for onward transmission to the installer or maintainer of the lift, it is the Client's responsibility to forward these instructions and advice and for the installer or maintainer of the lift to carry out these instructions or advice without any recourse to the Service Provider.

- 3.5 If the nature of the Services requires that the Service Provider has access to the Client's premises or any other location, access to which is lawfully controlled by the Client, the Client

## Technical Support Services Terms and Conditions

shall ensure that the Service Provider has access to the same at the times to be agreed between the Service Provider and the Client as required and that the Client is present on site for the entire time that the Service Provider is on site.

3.6 Any delay in the provision of the Services resulting from the Client's failure or delay in complying with any of the provisions of this Clause 3 shall not be the responsibility or fault of the Service Provider.

3.7 Where the lift is being used by the Client or their Client under a "Beneficial Use" Agreement (means a lift that is capable of being used as intended but may have a variety of defects and require further works before the lift is placed into normal service), the Service Provider cannot provide their services until such time as the "Beneficial Use" Agreement has come to an end. If the lift is to be subject to a "Beneficial Use" Agreement after the provision of the Service Providers services, instructions or advice, any services, instructions or advice given by the Service Provider shall become null and void.

### 4. Fees, Payment and Records

4.1 The Client shall pay the Fees to the Service Provider in accordance with the provisions of Schedule 2 and this Clause 4.

4.2 The Service Provider shall invoice the Client for Fees due in accordance with the provisions of Schedule 2.

4.3 All payments required to be made pursuant to this Agreement by either Party shall be made in accordance with Schedule 2.

4.4 All payments required to be made pursuant to this Agreement by either Party shall be made in sterling in cleared funds to the Service Providers bank without any set-off, withholding or deduction.

4.5 Where any payment pursuant to this Agreement is required to be made on a day that is not a Business Day, it may be made on the next following Business Day.

4.6 Any sums which remain unpaid following the expiry of the period set out in Schedule 2 shall incur daily interest of a minimum of 8% under the Late Payment of Commercial Debts (Interest) Act 1988.

4.7 If, at any point from the offer quotation to manufacture of the goods, the raw material costs of copper, aluminium alloy, inox alloy and steel scrap increase by an average of 10%, as determined by the London Metal Exchange(www.lme.com), the Service Provider reserves the right to unilaterally increase, and the Client agrees to pay in full, the price thereof. The above provision will not apply as long as the Client fully pays the value of the order within five (5) banking days since the order confirmation and b) delivery takes place no later than eight (8) weeks after payment or within the delivery time indicated by the Supplier if delivery is not feasible within 8 weeks. n

4.8 If, at any point from order confirmation to dispatch of the goods, the transportation costs increase by more than 20% of the price shown in the order confirmation document, the Service Provider reserves the right to charge, and the Client agrees to pay in full, the total increased price thereof.

### 5. Liability, Indemnity and Insurance

5.1 The Service Provider shall ensure that it has in place at all times suitable and valid insurance that shall include public liability insurance.

5.2 The Service Provider's total liability for any loss or damage caused as a result of its negligence or breach of this Agreement shall be limited to the fee payable at Schedule 2.

5.3 The Service Provider shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to improper conditions, failure to follow our instructions (whether given orally or in writing), incompatibility of a product/subsystem with other

manufacturers' products/subsystems, misuse, attempted repair or alteration of the Goods without our prior approval, or any other breach of these conditions or act or omission on the part of the Client, its employees or agents or any third party.

5.4 Nothing in this Agreement shall limit or exclude the Service Provider's liability for death or personal injury.

5.5 The Client shall indemnify the Service Provider against any direct costs, liability, damages, loss, claims or proceedings arising from loss or damage to any equipment (including that belonging to any third parties appointed by the Service Provider) caused by the Client or its agents or employees.

5.6 The Service Provider shall not be liable to the Client for any indirect or consequential loss whatsoever.

5.7 Neither Party shall be liable to the other or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of that Party's obligations if the delay or failure is due to any cause beyond that Party's reasonable control.

### 6. Confidentiality

6.1 Each Party undertakes that, except as provided by sub-Clause 6.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of this Agreement and for 1 year after its termination:

6.1.1 keep confidential all Confidential Information;

6.1.2 not disclose any Confidential Information to any other party;

6.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement;

6.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and

6.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 6.1.1 to 7.1.4 above.

6.2 Either Party may:

6.2.1 disclose any Confidential Information to:

6.2.1.1 any sub-contractor or supplier of that Party;

6.2.1.2 any governmental or other authority or regulatory body; or

6.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by this Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 7.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 6, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

6.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of this Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of

## Technical Support Services Terms and Conditions

- the Confidential Information that is not public knowledge.
- 6.3 The provisions of this Clause 6 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.
7. **Force Majeure**
- 7.1 For the purposes of this Agreement "Force Majeure Event" means, in relation to either party, any circumstances beyond the reasonable control of that party including, without limitation, any strike, lock-out or other form of industrial action, shortage of components or raw materials, lack, interruption or failure of any utility service, or lack of available facilities, non-performance by suppliers or subcontractors, collapse of buildings, fire, explosion, accident, acts of God, storm, flood, drought, earthquake, epidemic, pandemic, outbreak, crisis or other natural physical disaster, terrorist attack, civil commotion or riots, war, civil war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority (including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent.
- 7.2 If any Force Majeure Event occurs in relation to either party which affects or may affect the performance of any of its obligations under this Agreement, it shall forthwith notify the other party as to the nature and extent of the circumstances in question and use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 7.3 Neither party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from a "Force Majeure Event" as defined in Clause 7.1, provided notification is given as described in Clause 7.2.
8. **Termination**
- 8.1 Either Party may terminate this Agreement by giving to the other not less than 14 business days written notice,
- 8.2 Either Party may immediately terminate this Agreement by giving written notice to the other Party if:
- 8.2.1 any sum owing to that Party by the other Party under any of the provisions of this Agreement is not paid within 14 business days of the due date for payment;
- 8.2.2 the other Party commits any other breach of any of the provisions of this Agreement and, if the breach is capable of remedy, fails to remedy it within 14 business days after being given written notice giving full particulars of the breach and requiring it to be remedied;
- 8.2.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
- 8.2.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
- 8.2.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or reconstruction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under this Agreement);
- 8.2.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
- 8.2.7 that other Party ceases, or threatens to cease, to carry on business; or
- 8.3 a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
- 8.4 The rights to terminate this Agreement given by this Clause 8 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.
9. **Effects of Termination**
- Upon the termination of this Agreement for any reason:
- 9.1 any sum owing by either Party to the other under any of the provisions of this Agreement shall become immediately due and payable;
- 9.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of this Agreement shall remain in full force and effect;
- 9.3 termination shall not affect, relieve or prejudice any right to damages or any other remedy or from any other liability whatsoever which the Client has to the Service Provider as set out in this Agreement in respect of any breach of this Agreement which existed at or before the date of termination;
- 9.4 subject as provided in this Clause 9 and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and
- 9.5 each Party shall (except to the extent referred to in Clause 6) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.
10. **Data Protection**
- 10.1 All personal information that the Service Provider may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and the Client's rights under the GDPR.
- 10.2 For complete details of the Service Provider's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Client's rights and how to exercise them, and personal data sharing (where applicable), please refer to the Service Provider's Privacy Notice available from <https://kleemannlifts.com/privacy-policy>
11. **No Waiver**
- No failure or delay by the Service Provider in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
12. **Costs**
- Subject to any provisions to the contrary each Party to this Agreement shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this Agreement.
13. **Set-Off**
- The Client shall not be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under this Agreement or any other agreement at any time.

## Technical Support Services Terms and Conditions

14. **Assignment and Sub-Contracting**
- The Service Provider shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors.
15. **No Employment**
- Nothing in this Contract will render or be deemed to render us an employee or agent of the Purchaser or the Purchaser an employee or agent of ours.
16. **Time**
- The Parties agree that the times and dates referred to in this Agreement are for guidance only and are not of the essence of this Agreement and may be varied by mutual agreement between the Parties.
17. **Relationship of the Parties**
- Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.
18. **Non-Solicitation**
- 18.1 The Client shall not, for the Term of this Agreement and for a period of 1 year after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by the Service Provider at any time in relation to this Agreement
- 18.2 The Client shall not, for the term of this Agreement and for a period of 1 year after its termination or expiry, solicit or entice away from the Service Provider any Client without the express written consent of the Service Provider.
19. **Third Party Rights**
- 19.1 No part of this Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
- 19.2 Subject to this Clause 19 this Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.
20. **Notices**
- 20.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 20.2 Notices shall be deemed to have been duly given:
- 20.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
- 20.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or
- 20.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
- 20.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.
21. **Entire Agreement**
- 21.1 This Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 21.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
22. **Counterparts**
- This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.
23. **Severance**
- In the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.
24. **Dispute Resolution**
- 24.1 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.
- 24.2 If negotiations under sub-Clause 24.1 do not resolve the matter within 30 days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution ("ADR") procedure.
- 24.3 Nothing in this Clause 24 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.
- 24.4 The Parties hereby agree that the decision and outcome of the final method of dispute resolution under this Clause 24 shall not be final and binding on both Parties.
25. **Law and Jurisdiction**
- 25.1 This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 25.2 Subject to the provisions of Clause 24, any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.
- Notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

## Technical Support Services Terms and Conditions

### SCHEDULE 1

#### Specification of Technical Support Services

##### Pre-requesting On-site Support

- The Client shall, at all times, only seek technical support through the Service Provider's technical support line 01869 327070 or +302341038100

##### On-Site Support Request

- The Client shall request an on-site support by giving a minimum of 3 days' notice in writing to the Service Provider.
- The request submitted by the Client for on-site support must also include the following details:
  - The full address(es) of the site(s) to be attended along with the KL six-figure number(s) of the lift(s).
  - Full name & contact details of the Client's engineer that will be attending the site alongside the Service Provider's personnel.
  - For Clients **with** a credit account set up with the Service Provider: A written Purchase Order shall be raised with the above details and sent, by post or email, to the Service Provider requesting the services. *(In the event that the Client has reached their credit limit, the Service Provider shall raise their pro-forma invoice which must be paid in full in advance of the provision of the services)*
  - For Clients **without** a credit account set up with the Service Provider: A written Purchase Order shall be raised with the above details and sent, by post or email, to the Service Provider requesting on-site support. The Service Provider shall raise their pro-forma invoice, which must be paid in full in advance of the provision of the services
- In the event that any of the above requested information is not submitted by the Client in a purchase order in accordance with the above or until such time as any pro-forma invoice has been paid, the Service Provider cannot provide the services.

##### On-site Support

- The Service Provider shall be fully responsible for the acts of its own personnel, while on-site.
- The Client's site(s) must comply with any Standards for Health and Safety, Codes of Practice for Safe Working on Lifts and all electrical connections must comply with any requirements for electrical installations in the country for where the site is based. *In the event that any of the above requirements are not met, the Service Provider's personnel, reserve the right to leave the site immediately.*
- The Service Provider's personnel shall only attend the Client's site for the purpose of providing the Services as defined in the Service Providers confirmation of the Client's purchase order.
- The Service Provider's personnel will at all times adhere to the Service Providers Risk Assessment Methods Statement at all site visits.
- Any tools and or parts required for the work shall be provided and brought on site by the Client's engineer. *(In the event that the incorrect and/or insufficient tools and/or parts are brought on site by the Client's engineer, the Service provider will endeavour to provide the services to the Client to the extent possible but cannot guarantee conclusion of the services. This may result in a further on-site attendance being necessary and, if so requested by the Client by the raising of a further written purchase order as described above based on the on-site Services' Charges set out in Schedule 2, the Service Provider shall then advise of the date of the further on-site visit.*

##### On-site Support Report

- Following the provision of the on-site services, the Service Provider will issue a written report to the Client at the earliest opportunity.
- The Service Provider's written report will include:
  - The findings of the Service Provider's personnel during the visit.
  - Details of any parts changed by the Client's Engineer during the visit.
  - Any further actions required to be undertaken by the Client
  - Any other parts that need to be changed by the Client
  - Any other detail considered necessary by the Service Provider

## Technical Support Services Terms and Conditions

### SCHEDULE 2

#### On-site Services' Charges

- Any on-site services for the Service Provider's product which is **out of any guarantee period** (as defined in our Supply Terms and Conditions) is chargeable at all times.
- Charging of site visits **within any guarantee period** (as defined in our Supply Terms and Conditions) is subject to the following:
  - The findings of the Service Provider's personnel during the visit.
  - Issues in relation to the installation quality.
  - Damages due to, but not limited to, bad handling, use or vandalism by the Client or the Client's Client
  - Any other written agreement between the Service Provider and the Client as part of the Client's credit account agreement
- In the case of the Service Providers written report resulting in a Non-Chargeable Visit with Proforma Invoice, the money will be returned to the Client's account directly after the on-site services report submission to the Client.
- In the case of Service Providers written report resulting in a Non-Chargeable Visit where a Purchase order has been issued by the Client, the Service Provider will not proceed with any charge to the Client's Account.
- The cost of the on-site services is £1000+VAT per day per employee provided as deemed necessary by the Service Provider  
*(This price may alter subject to any written agreements between The Service Provider and the Client that have an account with the Service Provider)*