

SUPPLEMENTARY TERMS AND CONDITIONS OF BUSINESS (KÄRCHER PROFESSIONAL)

Service Contracts – Professional Equipment

1. Your contract is valid for the period stated within the Kärcher Service Maintenance Contract document as agreed by both parties. Following the initial term, a 90 day renewal notification will be sent to you by Kärcher (UK) Ltd, whereby a new contract document will be provided..
2. Kärcher (UK) Ltd reserve the right to cancel this contract, giving 30 days' notice in writing if the customer fails to use the machine in accordance with the manufacturer's operating instructions. The prepaid element of the service contract will be refunded within 30 days of cancellation taking place.
3. The customer may also cancel this contract giving 30 days' notice in writing to Kärcher (UK) Ltd, any and all outstanding invoices will be valid until agreed termination date.
4. Equipment that has not previously been covered by a Kärcher Service Contract needs to be brought up to a Kärcher approved standard, using Kärcher parts, fitted by a Kärcher engineer, before the contract can commence. If remedial work is required, the work will be carried out at standard labour costs, less the call out charge. Parts will be charged at list price less agreed discount. The service contract will commence upon completion of any remedial works.
5. Kärcher (UK) Ltd agrees to provide regular maintenance visits as stated in the Kärcher Service Maintenance Contract document.
6. Copy service reports are available upon request.
7. The customer shall be required to make the machines available to the company representative where it is required for the company to fulfil its terms of this agreement. Where access to the machinery is denied, or withheld to the company representative on a service visit, it shall be deemed that the company has fulfilled their terms of the agreement in a proper manner.
8. This service agreement does not negate the user's responsibility to carry out daily/weekly maintenance of the equipment.
9. All accidental damage and misuse, however caused, will be charged at current rates (unless otherwise agreed by customised contract).
10. Punctures / tyres are not included in the contract (unless otherwise agreed by customised contract).
11. Warranty offered by Kärcher (UK) Ltd covers manufacturing defect or component failure only. This does not cover misuse, damage, neglect or fair wear and tear.
12. Consumable items (non-engineer fit parts) will be charged at list price less agreed discount (unless otherwise agreed by customised contract).
13. Chargeable parts will be charged at list price less agreed discount.
14. Standard service parts are included in the Advance, Advance Plus & Full Service cover levels.
15. Damage to chargers and batteries due to user applying incorrect charging cycles, opportunity charging etc. will invalidate all warranty/maintenance contracts and repairs/replacements will be fully charged.
16. The topping up and maintenance of lead acid batteries where fitted is the responsibility of the user, but these will be checked during service visits.
 - a) Any variation of battery/charger fitted to the machine from that entered into the maintenance contract (unless agreed in writing by Kärcher) will invalidate the agreement.
17. In the event that the machine is moved to a different site Kärcher service desk must be informed immediately in writing. Aborted maintenance visits arising from the above will be charged for in full.
18. All prices are subject to VAT at the prevailing rate and subject to an annual RPI review.
19. All requests for call out will require an order number prior to engineers visit.
20. Bank Holiday call outs are not included in the service contract.
21. The Supplier shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.
22. Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.