

SUPPLEMENTARY TERMS AND CONDITIONS OF BUSINESS (KÄRCHER WASH SYSTEMS)

Service Contracts – Vehicle Valeting Equipment

STATEMENT – These “Supplementary” Terms and Conditions are in addition to the company’s general Terms and Conditions specifically when customers contract the company to carry our service/maintenance work.

GENERAL

- 1.1 Unless otherwise stated or agreed service maintenance contracts are limited to the repair and maintenance of equipment only, in accordance with the contract inclusions and exclusions set out in the contract specifics.
- 1.2 All service contracts are payable in advance and the company reserves the right to charge for any unpaid work should the contract be cancelled.
- 1.3 Cancellation of a contract by either party shall be in writing and subject to 3 months notice unless cancellation by the company is for non payment by the customer of service contract invoices which are due under the terms of the contract.

ALL CONTRACT TYPES

- 2.1 Unless otherwise agreed all contracts do not include consumable items, for a full list of consumable items see Clause 20.0
- 2.2 Unless otherwise agreed all contracts do not include the hire of specialist equipment required to comply with law or statute i.e. access platforms, scaffold etc.
- 2.3 All contracts do not include machine frames and superstructures, accident damage, misuse, operator error, theft and vandalism.
- 2.4 Where work is chargeable all charges are applicable i.e. the following: travel, labour, parts, equipment hire and consumables, charges will be made available before any work is carried out
- 2.5 All contracts will list separately the items of equipment covered under the contract.
- 2.6 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.
- 2.7 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.

CONTRACT SPECIFICS

- 3.1 The company currently sells the following types of maintenance contract:

Standard – ADVANCE PLUS, ADVANCE & CLASSIC (predetermined contract specification)

PPW – Pence Per Wash (Customer contract based upon metered usage, usually commercial/car vehicle wash machines)

Customised – Customised contracts (where any of the above do not fit the requirements, usually tendered contracts multiple sites but may be used for one off contracts)

- 3.2 Contract Coverage & Exclusions:

ADVANCE PLUS

Coverage:

- a. pre agreed number of service maintenance visits (PPM’s)
- b. spare parts (subject to exclusions)
- c. breakdown and repair visits (subject to exclusions)
- d. technical support

Exclusions:

- a. consumables (see clause 20.0)
- b. accidental damage, vandalism & theft
- c. operator/customer misuse & site rectifiable faults
- d. drains and mains services

- e. improper storage
- f. repairs or alterations by others
- g. frost damage

ADVANCE

Coverage:

- a. pre agreed number of service maintenance visits (PPM’s)
- b. breakdown and repair visits (subject to exclusions)
- c. technical support

Exclusions:

- a. consumables (see clause 20.0)
- b. accidental damage, vandalism & theft
- c. operator/customer misuse & site rectifiable faults
- d. drains and mains services
- e. parts
- f. improper storage
- g. repairs or alterations by others
- h. frost damage

CLASSIC

Coverage:

- a. pre agreed number of service maintenance visits (PPM’s)
- b. technical & sales support

Exclusions:

- a. consumables (see clause 20.0)
- b. accidental damage, vandalism & theft
- c. operator/customer misuse & site rectifiable faults
- d. drains and mains services
- e. parts
- f. breakdown & repair visits
- g. improper storage
- h. repairs or alterations by others
- i. frost damage

PPW

Coverage & Exclusions - CONTRACT SPECIFIC

CUSTOMISED

Coverage & Exclusions - CONTRACT SPECIFIC

CHARGEABLE WORKS

- 3.3 Where work is deemed chargeable, quoted for and accepted by the customer chargeable elements will include:

- a. travel
- b. site labour
- c. parts
- d. equipment hire (e.g. scaffold, lift equipment)
- e. sub contract costs (e.g. Gas Safe engineer, fabrication and welding)

CONSUMABLES

- 4.1 Unless otherwise agreed the following is a list of items not covered by standard contracts:

Vehicle Wash Machine

Brushes, Track, Chemicals, Wash operating system paper rolls, Tokens, Signage, Light Bulbs

Reclaim System

Carbon, Sand & Gravel, Salt, Chemicals, Electrodes, Reverse Osmosis Membrane

Jet Wash Machine

Brush Wear, Lance, Nozzle & Gun, Hoses, Chemicals, Wash operating system paper rolls, Flood Light Lamp, Tokens, Signage

Vacuum

Vac Bags, Vac Hose, Chemicals, Vac operating system paper rolls, Tokens, Signage

Air/Water Tower

Nozzle & Gun, Hose, Tokens, Signage

