

# ***IMOTEK* INTERNATIONAL LTD CONTRACT TERMS & CONDITIONS**

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***IMOTEK International Ltd***, hereafter referred to as 'IMOTEK', hereby agrees to provide the services specified in the accompanying contract specification in accordance with all of the terms and conditions of this agreement to:-

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## **TERMINATION OF THIS AGREEMENT**

This agreement may be terminated by either party with ninety (90) days written notice. IMOTEK may at its option, terminate the agreement without 90 days notice if the agreed payments are not kept current.

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## **GENERAL TERMS AND CONDITIONS OF EXTENDED WARRANTY AGREEMENTS**

### **1. WARRANTY**

Subject to customers compliance with all the terms and conditions of this agreement, IMOTEK warrants that all service performed by it pursuant to this agreement will conform to all the terms and specifications of this agreement. This warranty shall apply only to service on equipment under normal use for the purpose intended. IMOTEK shall have no duty to perform nor shall this warranty apply to:-

- Service requirements resulting from abuse of equipment or acts of God.
- Service or maintenance required due to improper operation or misinterpretation of operating procedures by the customer.
- Equipment which has been installed repaired or altered by persons not authorised by IMOTEK.
- Service calls for conditions excluded from the service agreement warranty will be billed according to IMOTEK then current billable service policies.

### **2. LIABILITY**

The liability of IMOTEK will be limited and subject to the warranty set out in clause 1 above and to the following provisions of this clause.

- IMOTEK will indemnify the Customer in respect of direct damage to the Customers Property or any other direct loss and in respect of death or personal injury to the extent in each case that the same is caused by any negligent act or omission of IMOTEK, it's employees or agents whilst on the Customers premises, provided always that IMOTEK's liability for damage to the customer's own property or any other loss shall be limited in aggregate to ten million pounds sterling (£10,000,000.00) in respect to any one incident.
- Notwithstanding the foregoing provisions of this clause, IMOTEK shall not be liable to the customer (whether by way of indemnity or otherwise) for damage, injury or any other loss of whatsoever nature (including any consequential loss or damage) whether arising out of or by reason of any stoppage, breakdown or failure of the Equipment or the replacement of any component thereof and whether caused by:
  - the negligence or otherwise of the Customer, it's employees or agents: or
  - the negligence or otherwise of the manufacturer of the Equipment and any replacement of a component thereof.
- For the avoidance of doubt it is hereby stated that any service report prepared by an employee of IMOTEK shall be a statement of the condition of the Equipment at the time of service or the preventive maintenance performed and shall not be a warranty that the Equipment has been maintained to a level in excess of the operating specification of the Equipment's manufacturer.
- The complete or partial invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of such provision for any purpose of the remaining provisions hereof.

### **3. AGREEMENT TRANSFER**

This agreement is not transferable to any other user or location unless approval in writing from IMOTEK is obtained.

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## ***IMOTEK* INTERNATIONAL LTD.**

Imotek House, West Newlands Ind Est, Somersham, Huntingdon, Cambridgeshire. PE28 3FF.

**Tel: 01487-843193 - Fax: 01487-843030**  
**E-Mail: [service@imotek.com](mailto:service@imotek.com) - Website: [www.imotek.com](http://www.imotek.com)**

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