

SERVICE TERMS AND CONDITIONS

1. INTERPRETATION

1.1 In these Conditions the following definitions apply:

- "Accessory"** an article that can be used to add functionality for use with Hobart equipment but is not central to the mechanical operation of the equipment
- "Available"** Where a service call is placed unnecessarily due to factors not relating to equipment failure or where access to perform a service call is prevented;
- "Business Hours"** 8:30am to 5:30pm Monday to Friday excluding UK bank holidays and public holidays;
- "Clause"** a clause in these Conditions;
- "Contract"** the contract between Hobart and the Customer for the supply of Services and/or parts in accordance with these Conditions;
- "Contract Service Level"** any one of the service levels referenced as 'Plus', 'Extra', 'Max' or 'Service Level Agreement' with defined maintenance service levels chosen by the Customer, and as set out in clauses 6, 7 and 8, respectively;
- "Customer"** the person who purchases the Services and/or parts from Hobart;
- "Customer's Premises"** the premises at the Customer's address stated in the Order, where the Equipment is located, or at such other address notified in writing to Hobart as being the location of the Equipment;
- "Equipment"** the equipment, machine and/or parts as described or listed in the Order and to which the provision of Services relates;
- "Force Majeure Event"** an event beyond the reasonable control of Hobart including without limitation strikes, lock-outs or other industrial disputes (whether involving Hobart's workforce or that of any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors;
- "Hobart"** Hobart UK, a division of ITW Limited, a private company incorporated and registered in England and Wales with registered number 00559693;
- "Hobart Technician"** a Hobart technician or engineer, including any Hobart nominated subcontractor, agent or other person authorised by Hobart;
- "Intellectual Property Rights"** all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
- "Hobart's Charge Rate"** Hobart's relevant charges (plus VAT) in force and notified to the Customer in writing from time to time in respect of Services and/or parts in addition to those supplied under the terms of the Customer's chosen Contract Service Level or where otherwise specified under the terms of the Contract;
- "Misuse"**, Failure to operate equipment in line with manufacturers guidelines;
- "Malicious damage"**, damage caused through deliberate misuse or vandalism
- "Order"** the Customer's order and/or specification for the supply of Services and/or parts;
- "Parts"** parts/replacement parts integral to for the operation of the Equipment;
- "Scheduled Tests"** the schedule of tests and checks appropriate to the Equipment or the Contract Service Level;
- "Services"** the services supplied by Hobart to the Customer for the servicing of Equipment, including the inspection, repair and maintenance of the Equipment;
- "Standard Contract Fee"** the standard fee (plus VAT) for the provision of Services and/or parts for an agreed period as quoted to the Customer and/or stated in the invoice to the Customer, payable by the Customer in accordance with the terms of the Contract;
- "Service Level/Product"** the service level/product referenced as PLUS, EXTRA, MAX or Service Level Agreement;
- "Time and Material Work"** any additional service repair work and/or parts provided by Hobart to a Customer outside the scope of the Customer's agreed Contract Service Level;
- "VAT"** United Kingdom value added tax at the appropriate rate in force.
- 1.2 These Conditions the following rules apply:
- (a) Words in the singular number shall include the plural and vice versa and words in the masculine gender shall include the feminine and neuter genders.
- (b) Headings are for convenience only and shall not affect the interpretation of any provision.
- (c) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (d) A reference to a part includes its successors or permitted assigns.
- (e) A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (f) A reference to writing or written includes faxes and e-mails.

2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Customer to purchase Services and/or parts from Hobart in accordance with these Conditions.
- 2.2 The Contract shall only come into existence when Hobart accepts the Order.
- 2.3 The Contract constitutes the entire agreement between the parties and the Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Hobart which is not set out in the Contract.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5 Any quotation given by Hobart shall not constitute an offer.
- 2.6 These Conditions shall apply to the supply of both Services and parts except where application to one or the other is specified.
- 2.7 In consideration of the payment by the Customer to Hobart of the Standard Contract Fee, Hobart will supply the Services and/or parts to the Customer for the agreed period from the date of commencement of the Contract in accordance with the Contract Service Level chosen by the Customer.

3. SCOPE OF CONTRACT

- 3.1 All warranties, guarantees and other obligations of Hobart under the Contract shall apply provided the Equipment has been installed and operated in accordance with the instructions of the manufacturer and/or Hobart. Warranty or guarantee terms will not be valid if manufacturers guidelines have not been followed. Warranty or guarantee terms will only be valid if clear access to the equipment is available.
- 3.2 The Customer acknowledges that Hobart shall not be responsible for any damage caused to the Equipment as a consequence of limescale build-up due to the quality of water supply or utility failures.
- 3.3 The Contract does not apply to attendant equipment or installations of water, electric, gas or other services provided or connected to or associated or used with the Equipment. If in the reasonable opinion of a Hobart Technician any such equipment or installations of water, electric, gas or other services provided or connected to or associated or used with the Equipment is at any time considered unsafe Hobart's obligations under the Contract shall immediately be suspended until the matter is rectified to the reasonable satisfaction of a Hobart Technician.
- 3.4 If in the reasonable opinion of a Hobart Technician the Equipment is beyond reasonable repair, condemned or deemed obsolete, it will immediately cease to be covered by the Contract.
- 3.5 Any modification of the Equipment which is necessitated by any statute, statutory regulation or other applicable law shall be entirely at the Customer's own cost and expense.

4. PROVISION OF SERVICES

- 4.1 Hobart agrees to provide the Services to the Customer using reasonable skill and care by means of a Hobart Technician in all material respects in accordance with the appropriate Contract Service Level chosen by the Customer.
- 4.2 On the first visit by a Hobart Technician under the Contract (whichever Contract Service Level the Customer has selected), Hobart will inform the Customer of any remedial work that is required outside normal servicing to return the Equipment to a satisfactory condition. Hobart's acceptance of the Customer's request for such work and upon the Customer's acceptance of the work will be carried out. Payment will be due from the Customer against the rendering of Hobart's invoice on completion of the work.
- 4.3 Any Time and Material Work will be carried out by a Hobart Technician according to the Customer's chosen Contract Service Level and charged at Hobart's Charge Rate.
- 4.4 Hobart shall use reasonable endeavours to meet any performance dates agreed with the Customer but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 4.5 Hobart may make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Hobart shall notify the Customer in any such event.

5. AD HOC PROVISION OF SERVICES

- 5.1 Hobart may provide all or any part of the Services (including the provision of parts) to a Customer on an ad hoc or one-off basis including where applicable in circumstances where the Customer has not selected any of the Contract Service Levels and/or where the Customer is charged at a different basis from the charging basis set out in these Conditions.
- 5.2 If Hobart provides all or any part of the Services (including the provision of parts) to a Customer on an ad hoc or one-off basis as set out in clause 5.1 then these Conditions shall apply, with the necessary changes having been made, to the extent that they do not conflict with any other terms agreed in writing between Hobart and the Customer.

SERVICE LEVELS - PLUS, EXTRA & MAX

The selected/agreed service product/level will be defined in the Contract. Further definition where applicable;

6. **PLUS**
- 6.1 Planned Maintenance Inspection
- A Hobart Technician will carry out the number of routine inspections of the Equipment as agreed with the Customer, at the Customer's Premises.
- During each inspection, a Hobart Technician will carry out the Scheduled Tests. Following each inspection Hobart will send the Customer a copy of the Hobart Technician's inspection report. The Customer may obtain a copy of the Scheduled Tests from Hobart at any time during Business Hours.
- All routine inspections will be performed during Business Hours. If Hobart is required to make routine inspections or service calls outside Business Hours it will be entitled to charge for these at the appropriate higher level of Hobart's Charge Rate.
- All routine work undertaken and parts used in that connection, including any not specified in the Scheduled Tests, will be charged at Hobart's Charge Rate.
- If during a routine inspection the Hobart Technician is of the reasonable opinion that major repairs to the Equipment are necessary, these will be charged for separately and a written estimate of Hobart's costs for such repairs will be provided to the Customer upon request. Hobart will only commence carrying out such repairs on receipt of the Customer's written acceptance of Hobart's estimate.
- 6.1 **Insurance Inspections**
- Where complete stripping down of Equipment is requested/carried out, as appropriate, or if it is required by an insurer, Hobart will charge an additional amount at Hobart's Charge Rate in respect of labour and parts supplied.
- 6.2 **Breakdown**
- In the event of a breakdown;
- Hobart shall use all reasonable endeavours to repair the Equipment within a reasonable time of being notified of the breakdown. If the Customer does not permit the necessary work to be undertaken Hobart reserves the right to charge for the Hobart Technician's time as an avoidable call using the prevailing Hobart charge rate.

7. EXTRA

- 7.1 The Service Extra service level includes planned maintenance as defined in 6.1 in addition;
- (a) if any of the Equipment breaks down Hobart will provide service calls during Business Hours, at no extra charge for labour, unless the breakdown was caused by accident, misuse or malicious damage, fluctuations in the supply of utilities, or the unauthorised re-siting of the Equipment in an unsuitable environment, in which event Hobart will charge for labour at Hobart's Charge Rate. Hobart will in all circumstances charge at the agreed Hobart's Charge Rate for parts;
- (b) The Service Extra service level does not cover services required during Business Hours. Hobart will respond to service calls received during Business Hours within a reasonable time. If Hobart undertakes work outside Business Hours it will only do so with the agreement of the Customer's site manager or the Customer (if an individual) and will be entitled to charge at the appropriate higher level of Hobart's Out of Hours Charge Rate;
- (c) The labour inclusive element only applies to the fitting of Hobart parts supplied directly by Hobart. Any parts sourced elsewhere will not be fitted by or guaranteed by Hobart.
- 7.2 **Insurance Inspections**
- Where complete stripping down of Equipment is requested/carried out, as appropriate, or if it is required by an insurer, Hobart will charge an additional amount at Hobart's Charge Rate in respect of labour and parts supplied.

8. SERVICE MAX

- 8.1 The Service Max service level includes all the services under the Service Plus and Extra service level (see clause 6.1 and 7.1), plus Hobart will supply, free of charge, all parts which are integral to and required to maintain the Equipment in a satisfactory operating condition, save for any items consumable/ancillary/accessory to and/or attached to the Equipment (which shall be determined by Hobart in its sole and absolute discretion).

9. CUSTOMER'S OBLIGATIONS

- 9.1 The Customer agrees to be responsible for:
- the day-to-day cleaning of the Equipment and its immediate surroundings in accordance with established standards of safety and hygiene, including the general upkeep and maintenance of the main services and connections. Hobart shall not incur any annual checks to be made in respect of the maintenance of such main services and connections. Hobart shall not incur any obligation or liability whatsoever as a result of any failure or fluctuation in the main services and/or connections.
- 9.2 The Customer agrees that any relocation, adjustment or repair of the Equipment will only be made by, or under the direct supervision of, or strictly in accordance with the recommendations of, a Hobart Technician. If the Customer is in breach of this clause, Hobart shall without limitation or without any other liability or remedies have the right to enter the Customer's premises at any time as any damage caused to the Equipment as a result of any such unauthorised relocation, adjustment or repair of the Equipment has been rectified by a Hobart Technician, who shall be charged out at Hobart's Charge Rate for any such rectification work. Hobart shall not

be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Hobart's failure or delay to perform any of its obligations in such circumstances.

- 9.3 The Customer shall co-operate with Hobart in all matters relating to the supply of Services and/or parts and provide Hobart, its employees, agents, consultants and subcontractors, with access to the Customer's Premises and other facilities as reasonably required by Hobart.

10. REPLACEMENT PARTS/GUARANTEE/RETURNS

- 10.1 A replacement parts supplied or fitted under the Contract will be Hobart manufactured parts, or those of the original manufacturer of the original component, and where these are not available, such alternative parts as Hobart, in its reasonable discretion, considers to be suitable.
- 10.2 Replacement parts will be covered by a guarantee for 6 (six) months in accordance with the following terms:
- Except as a result of (i) misuse of the Equipment or (ii) a repair or alteration made by the Customer or a third party not authorised by Hobart or (iii) fault wear and tear, wilful damage, negligence, or abnormal working conditions or (iv) damage caused by limescale, should replacement parts be required and the alleged defect is brought to Hobart's attention within six months of replacement, Hobart will endeavour to repair or replace the replacement parts free of any additional charge. Hobart's inability to repair or replace the replacement parts will not be a breach of the Contract but will entitle the Customer to terminate the Contract by giving Hobart one month's written notice. If the Customer terminates the Contract in such circumstances, Hobart will refund the Customer that proportion of the Standard Contract Fee paid by the Customer as relates to the unexpired period of the relevant year of the Contract.
- 10.3 The risk in the parts supplied by Hobart shall pass to the Customer on completion of delivery. Title to the parts shall not pass to the Customer until Hobart has received payment in full for the parts.
- 10.4 All parts returned by the Customer to Hobart ('returns') must be notified to Hobart in writing and authorised by the relevant Hobart UK manager to permit return with a reason stated for such return. Any returns not so authorised will not be accepted by Hobart nor credited to the Customer.
- 10.5 Only returns of new unused parts in the original packaging will be accepted by Hobart.
- 10.6 If a return has been authorised under clause 10.4, the Customer will be charged a restocking charge at the rate of up to 50% of the price at which Hobart supplied the relevant part, subject to a maximum restocking charge of £1,500, to cover return transport, inspection, administration, quality assurance checks and on-warehouse handling. Any restocking charge in excess of this level that may apply should the part be returned will be advised to the Customer in advance of the part being supplied.
- 10.7 The Customer shall not be charged for any return which arises due to the fault of Hobart.
- 10.8 The terms of these Conditions shall apply to any repaired or replacement parts supplied by Hobart under clause 10.2.

11. TERMINATION AND VARIATION

- 11.1 In addition to the other rights of termination set out in clauses 3.5, 10.2, 12.5, 13.3 and 14 Hobart or the Customer may terminate the Contract:
- On any 12-month anniversary of the date of commencement of the date of commencement of the Contract by giving to the other at least one month's prior written notice, or in the event that the other party becomes bankrupt or insolvent or ceases to carry on its business, or ceases or threatens to pay its debts as they fall due, or any action is commenced for a winding-up of that party, or any administrator or administrative receiver is appointed over the other party.
- 11.2 Hobart may not renew the Contract due to the age and/or condition of the Equipment / or the manufacturer of the equipment ceases to trade to which the provision of Services relates and in that event Hobart may in its sole and absolute discretion.
- 11.3 Terminate the Contract on giving at least one month's written notice to the Customer expiring on or after any 12-month anniversary of the date of commencement of the Contract; and/or offer the Customer a new or revised Contract with Services provided at a reduced Contract Service Level.
- 11.3 Hobart shall be entitled to vary the Standard Contract Fee and Hobart's Charge Rate by giving the Customer at least one month's written notice before any 12-month anniversary date of the date of commencement of the Contract, such revision to take effect from that anniversary date. The Customer may terminate the Contract by giving written notice, notwithstanding clause 11.1(a), terminate the Contract by giving Hobart at least seven days' written notice before the revision takes effect.
- 11.4 On termination of the Contract for any reason;
- the Customer shall immediately pay to Hobart all of Hobart's outstanding unpaid invoices and interest and, in respect of Services and/or parts supplied but for which no invoice has been submitted, Hobart shall submit an invoice, which shall be payable by the Customer immediately following receipt;
- the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and clauses which expressly or by implication have effect after termination shall continue in full force and effect.

12. PAYMENT

- 12.1 The Standard Contract Fee will be set out in Hobart's invoice to the Customer and is payable, together with VAT, in accordance with clause 12.5.
- 12.2 Any charges for any work and/or parts supplied in addition to that covered by the Customer's chosen Contract Service Level will be set out in a further invoice and charged at Hobart's Charge Rate.
- 12.3 Charges for Time and Material Work will be separately invoiced and charged at Hobart's Charge Rate and will be payable within 30 days of the invoice date.
- 12.4 Should any Equipment be lawfully sold, transferred or removed from the Customer's Premises with Hobart's prior written consent which shall not be unreasonably withheld, Hobart will give the Customer credit in respect of the Standard Contract Fee paid by the Customer as relates to that proportion of the unexpired period of the relevant year of the Contract, if and when the Customer enters into a new Contract with Hobart in respect of any replacement Equipment.
- 12.5 The terms of payment of the Standard Contract Fee will be agreed with the Customer and will be set out on the face of the invoice. In the absence of any express agreement by the parties to the contrary (whether or not in writing), the Standard Contract Fee and any other amount payable by the Customer under the Contract is payable by the Customer in full within 30 days of the date of invoice. Time of payment is of the essence and payment by post shall be at the Customer's own risk. If any invoice is not paid within the period set out on the face of the invoice or within 30 days of its date, as appropriate, Hobart may suspend any further work and terminate the Contract immediately upon giving the Customer written notice and require immediate payment of all sums accrued (including the cost of all labour and parts) and any reasonable costs and losses Hobart may have incurred as a consequence of the Customer's default.
- 12.6 VAT at the rate in force is payable by the Customer on all amounts specified under the Contract.
- 12.7 Hobart reserves the right to invoice the Customer at the Hobart Charge rate for any abortive visits made by a Hobart Technician where equipment has been reported as faulty and requires repair or when a planned inspection is to take place at the Customer's Premises to provide the Services, where (through no fault of Hobart or any Hobart Technician) such Services cannot be provided for whatever reason.
- 12.8 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against Hobart in order to justify withholding payment of any such amount in whole or in part.
13. **PAYMENT OPTIONS**
- 13.1 The Customer shall pay the Standard Contract Fee by the method selected by the Customer and in accordance with the particulars stated in the Order.
- 13.2 The Customer may pay via Bacs or Debit/Credit card provided that payment is received by Hobart as agreed in the Order or within 30 days of the date of invoice. If the Customer has elected to pay by instalments, it may make use of the direct debit payment system.
- 13.3 If any instalment payable under the Contract is not paid by its due date, Hobart shall be entitled to immediately terminate the Contract by giving notice in writing and the Customer shall pay to Hobart forthwith on demand;
- (a) the instalment payable by the Customer under the Contract and other sums due and unpaid at the date of termination;
- (b) the balance outstanding in respect of the Standard Contract Fee; and
- (c) interest on any amount not paid by its due date at 2% above the base rate of Barclays Bank plc from time to time in force accruing from the due date until the date of payment whether before or after judgement.
- 13.4 Hobart shall be entitled to charge the Customer all costs incurred by Hobart in relation to the enforcement of any of its rights under the Contract and will collect such costs from the Customer and/or by any debt collection agency employed by Hobart in collecting any payment due by the Customer to Hobart under the Contract.
14. **FORCE MAJEURE**
- Hobart shall not be liable to the Customer as a result of any delay or failure to perform its obligations under the Contract as a result of a Force Majeure Event. If the Force Majeure Event prevents Hobart from supplying any of the Services and/or parts for more than six months, either party may terminate the Contract immediately by giving written notice to the other and Hobart shall not incur any liability to the Customer as a result of such termination.

15. HEALTH AND SAFETY

- 15.1 The Customer undertakes to take such steps as are sufficient to ensure, so far as is reasonably practicable, that the Equipment is safe and will be used safely and without risks to health when properly used, having due regard to information and/or instructions applying to it. The Customer's attention is drawn in particular to section 6(8) of the Health and Safety at Work Act 1974.
- 15.2 Hobart will provide the Customer, on request, with information relating to the design, construction and installation of the Equipment to ensure that, so far as is reasonably practical, the Equipment is safe and without risk to health when properly installed and used.
- 15.3 The Customer will furnish information relating to the use of the Equipment to the Customer's employees, to any person who may use the Equipment or to whom the Customer may supply the Equipment.
16. **LIMITATION OF LIABILITY – THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**
- 16.1 Nothing in these Conditions shall limit or exclude Hobart's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- (e) defective products under the Consumer Protection Act 1987.
- 16.2 Subject to clause 16.1:
- Hobart shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract including without limitation any such loss or any other loss or damage caused by or related to any variation in any of the services which are connected to the Equipment or to any equipment or appliances which are connected to the Equipment or arising from stoppages, breakdown, failure of the Equipment or any other cause and;
- Hobart's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the greater of the Standard Contract Fee and £100,000, inclusive of all legal costs.
- 16.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 16.4 This clause 16 shall survive termination of the Contract.

17. MISCELLANEOUS

- 17.1 Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by Hobart.
- 17.2 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 17.3 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict the exercise of any other right or remedy. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
- 17.4 Any notice under the Contract may be delivered or sent by post, or facsimile to the relevant party's address stated in the Order or to its usual or last known address. Proof of posting shall not be conclusive evidence of receipt in the ordinary course of post and any notice shall be assumed to have been received 48 hours after posting upon receipt of a fax confirmation in the case of delivery by facsimile.
- 17.5 Hobart may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent. The Customer shall not, without Hobart's prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 17.6 No term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not party to it.
- 17.7 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- 17.8 3rd party IT/Service Management/Facilities Management systems – where these systems are required to be used by Hobart technicians on behalf of the customer, the customer is responsible to provide full, timely and unhindered access to such systems. Hobart will not be held liable in either performance measurement or financial liability for lack of access to such systems. Failure to provide access to such systems for any time exceeding 20 minutes onsite will result in the Hobart technician aborting the call. Such calls shall not be included in any performance measurements and will be invoiced at the Hobart Charge rate accordingly, including where contracts include labour.