

Street CraneXpress Ltd
Conditions of Contract Preventative Maintenance

1. Duration

This Agreement shall commence on the Start Date for 12 months “the Initial Term” and shall automatically renew for periods of one year until:-

1.1.1. Either party terminates on 3 months’ written notice, any time after the Initial Term, such notice to expire on the anniversary of the Start Date.

or

1.1.2. The Agreement is terminated by Street CraneXpress Ltd under clause 2, Termination.

2. Termination

2.1. This agreement may be terminated:-

2.1.1. In accordance with clause 1.1.1.

2.1.2. Immediately by Street CraneXpress Ltd if the customer fails to pay any sums due under this agreement.

2.1.3. Immediately by either party if the other commits a material breach of any term of this Agreement and which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request to remedy the same.

2.1.4. If either party has a winding up petition presented or enters into liquidation whether compulsory or voluntary (otherwise than for the purpose of amalgamation or reconstruction without insolvency) or makes an arrangement with its creditors or petitions for an administration order or has a receiver or manager appointed over any of its assets or generally becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act (1986).

2.2. Any rights of either party which arose on or before termination shall be unaffected.

3. Services Not Included

3.1. The contract does not cover waiting time incurred by the Service Engineer due to unreadiness of site or unavailability of the equipment, additional call out visits made at the Customer’s request between the specified intervals, the cost of any materials, lubricants or spare parts supplied or fitted, labour or repair modifications, fitting of spare parts or any other work other than maintenance duties. All such items will be subject to extra charge at prices ruling at the date of supply.

4. Safety

4.1. Safe working conditions and easy access to the equipment will be made by the Customer.

5. Additional information

5.1. These conditions are in addition to our standard conditions of sale, a copy of which is attached.