

SGS Grill Care Terms and Conditions

1. Description of Maintenance Services:

We, SGS (Market Weighton) Ltd, have agreed to provide you, the customer named on the order form with certain maintenance services in relation to the Silesia Grill(s) that you have purchased from us (which are identified on the order form) in accordance with and subject to these terms and conditions. The maintenance services that we will provide to you are as follows:

- 1.1 Except as otherwise described in section 2 below, we will carry out all repairs necessary to fix any electrical and mechanical component failure of your grill. All parts and labour required to carry out these repairs are included in the maintenance services. You agree to pay the charges set out on the order form.
- 1.2 Repairs will be carried out by either us or our nominated sub-contractor(s) using only genuine Velox parts where available. All inspections of, and repairs to, your grill will be carried out with reasonable skill and care.
- 1.3 Following our receipt, and inspection, of your grill we will contact you with an estimate as to how long it will take us to repair your grill. We will use our reasonable endeavours to carry out repairs covered by the maintenance services within 5 (five) working days from the date that we receive your grill.
- 1.4 We will use our reasonable endeavours to provide you with a loan grill for the period of time it takes us to repair your grill. If available, the loan grill will be despatched to you within 48 (forty-eight) working hours of our receipt of your request for maintenance services. The time/date of delivery of the loan grill to you cannot be guaranteed by us as it is subject to the courier's performance.
- 1.5 We will arrange for your grill and the loan grill to be delivered to and from you/us and the cost of that delivery is included in the maintenance services except as otherwise described in section 2 below.

2. Exclusions from Maintenance Services:

The following are exclusions / limitations to the maintenance services:

- 2.1 As part of the maintenance services we are only obliged to repair your grill twice a calendar year. We may agree to carry out additional repairs but you will be liable to pay us for any such repairs at our standard rates.
- 2.2 The maintenance services do not cover the following excluded defects:
 - defects caused by accidental damage
 - cosmetic deterioration due to fair wear and tear
 - defects caused by any unauthorised modification or repair to the grill
 - defects resulting from failure to operate, maintain and clean the grill according to the manufacturer's instructions. Operating and maintenance instructions are supplied with your grill. Copies can be obtained on request from us and are also available at www.sileseiavelox.co.uk
- 2.3 If, on inspection of your grill, we find no fault with your grill or we believe that the defect is an excluded defect (as detailed above) then we will charge you, and you will pay, an inspection fee (which will be no more than £100 exclusive of VAT) and you will be liable for the entire cost of the delivery/return of your grill and our loan grill to and from you/us.

3. Duration of Maintenance Services:

You can request maintenance services at any time after the manufacture's warranty for your grill has expired. The initial term of the maintenance services will be for 12 months and prior to expiry of that 12 month period either you or us can contact the other to renew the maintenance services for a further 12 months. We are unable to provide the maintenance services for any grill which is 10 or more years old but we are able to carry out one off repairs at our standard rates in force at that time.

4. LIMITATIONS OF LIABILITY

- 4.1 Except as is set out in section 4.3 below, and subject to section 4.2 below, our entire liability to you (including for negligence) arising as a consequence of, or in connection with, these terms and conditions and/or the maintenance services shall be limited in any contract year to the fees you have paid to us in relation to the maintenance services in that contract year. You acknowledge that we price on this basis.
- 4.2 Except as is set out in section 4.3 below, we do not accept any liability to you (including in negligence):
 - for any indirect, consequential or special losses or costs suffered by you
 - for any loss of profit; loss of business; loss of revenue or loss of goodwill suffered by you
 - for any costs/losses incurred by you arising from the non-availability of either a loan grill or your grill
 - which may arise by virtue of warranties/representations that are implied by law or custom
- 4.3 We do not exclude or limit our liability to you: for death or personal injury; for fraud or fraudulent misrepresentation; or for any other matter which it would be unlawful for us to exclude or limit, or attempt to exclude or limit our liability.

5. General

- 5.1 These terms and conditions are subject to English law.
- 5.2 We and you agree that these terms and conditions and the order form contain all the terms that govern the provision of the maintenance services.