



**MOBILE MACHINERY ELECTRONICS**

## Annual Support and Conformity Plan

- Ensure ISO 9001 QA calibration requirements met
- Minimise down time
- Maximise productivity
- Includes labour on any part replacement
- Peace of mind against future costs
- Unlimited Telephone and Email support

For critical weighing applications where you need to ensure your system is continuously working correctly and regularly calibrated, we offer a Plan for your requirements.

<b>Annual Support and Conformity Plan</b>	
<b>Service Level</b>	<b>Premium</b>
<b>Duration</b>	<b>12 Months</b>
<b>Covered</b>	<b>All call out labour</b>
<b>Full calibration check</b>	<b>Yes – One annual visit</b>
<b>Calibration Certificate included</b>	<b>Yes</b>
<b>New features installed and explained</b>	<b>Annually</b>
<b>Software updates installed – If required</b>	<b>Yes</b>
<b>Support</b>	<b>Unlimited phone and email</b>
<b>Operator Training included</b>	<b>Yes</b>
<b>Price</b>	<b>£595 per annum for first system £495 per annum for any additional system at the same location</b>

Please discuss with us any specific additional levels of service you may require, and we can tailor a package to meet your needs.

NOTE: See Terms and Conditions of Plan.

RDSMME Ltd, 14 Airfield Road, Christchurch, Dorset. BH23 3TG

TEL: 01249 472446

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## **1. Conditions:**

- 1.1 These terms and conditions ("the Conditions") supersede all previous conditions, including any terms and conditions of the buyer or its servants or agents and shall not be superseded, varied or waived other than by the express written consent of RDS MME Ltd ("the Service Provider").
- 1.2 Any order, purchase order or request for the goods by the buyer to the Service Provider shall be conclusive proof of the buyer's acceptance of the Conditions which shall apply instead of and notwithstanding any terms and conditions of the buyer whether included in such order and whenever arising.
- 1.3 The buyer shall provide the Service Provider with the machine details i.e. Type, Make/Model, Age and site address when purchasing the plan.
- 1.4 The buyer shall provide the Service Provider with the RDS instrument details: e.g., Loadmaster Alpha 100 including serial number (see back of head unit).

## **2. Nature of Service**

- 2.1 The Service Provider will provide the Services as detailed in the Plan Options and confirmed within the order confirmation.
- 2.2 All devices must be manufactured by RDS Technology (Topcon) and originally fitted by RDS MME Limited
- 2.3 The device must be used in accordance with the Operation and Maintenance Manual
- 2.4 The Service Provider shall not cover any costs incurred to hire weighbridge nor MID tests for approved systems.
- 2.5 Under no circumstances does the Service Provider accept responsibility for costs incurred in the breakdown of a machine due to accidental damage
- 2.6 Machine issues causing system to function incorrectly will not be covered under this plan and will be charged at the standard call out rates
- 2.7 Any replacement parts required will be quoted and charged in addition.
- 2.8 Offshore customer sites will require a tailored package at additional cost.

## **3. Price and payment terms**

- 3.1 Payment for the goods shall be made by the buyer in full by the end of the month following the month of invoice, unless otherwise agreed in writing.
- 3.2 Payment for goods shall accrue interest at 1.5% per month or part thereof if payment is not made on or before the due date.
- 3.3 The buyer may not withhold payment of any invoice or other amount due to the Service Provider by reason of any right of set-off or counterclaim which the buyer may have or allege to have or for any reason whatever.

## **4. Cancellation**

- 4.1 Cancellation by the buyer of the Annual Support & Conformity Plan. - The buyer shall have a 14-day cooling-off period in which to cancel the agreement from the date of order. After this time the buyer must cancel the agreement in writing and may be charged an administration fee of £150 + VAT.

## **5. General Exclusion and Limitation:**

- 5.1 The Service Provider shall be under no liability whatever to the buyer for any consequential or indirect loss and/or expense (including loss of turnover or profit) suffered by the buyer arising out of a breach of this contract or negligence by the Service Provider.
- 5.2 In the event of a breach of this contract or negligence by the Service Provider the remedies of the buyer shall be limited to damages. Under no circumstances shall the liability of the Service Provider exceed the price of the goods.
- 5.3 The Service Provider shall be under no liability in respect of the following which are hereby expressly excluded.
  - 5.3.1 for injury, damage of any kind or nature, direct, indirect, consequential or contingent to personal property howsoever caused;
  - 5.3.2 for any costs incurred by the buyer without the prior written approval of the Service Provider to repair, replace, or carry out any work on any of the goods, defective or otherwise;
  - 5.3.3 for any other damage, losses, costs, (including loss of goods, chattels, crops, or any other delays, loss arising from delay or due to or incurred by way of labour supplies, substitute machine rental, liabilities to customers and third parties and all other such losses of any nature) whether direct or indirect and whether or not resulting from or contributed to or aggravated by the default or negligence of the Service Provider, or its servants or agents or by any defect in the goods.
- 5.4 Nothing in the Conditions shall exclude any liability for personal injury or death caused by negligence of the Service Provider.

## **6. Set-Off Counterclaim:**

- 6.1 The buyer may not withhold payment of any invoice or other amount due to the Service Provider by reason of any right of set-off or counterclaim which the buyer may have or allege to have or for any reason whatever.

## **7. Force Majeure:**

The Service Provider shall not be liable for any claims, costs, damages or other losses suffered by the buyer to the extent resulting from any failure on the part of the Service Provider, its servants and / or agents caused by or directly or indirectly due to war, terrorism, act of any Government or other competent authority, civil unrest, embargo, computer system failure, storm, fire, accident, industrial action including strikes or lockouts, acts of God, illness, prevention from or hindrance in obtaining raw materials, energy or other supplies, or any other similar cause or matter beyond the reasonable control of the Service Provider.

## **8. Jurisdiction:**

This contract is subject to the law of England and Wales and the nonexclusive jurisdiction of the courts of England and Wales.

## **9. Rights of third Parties:**

It is acknowledged and agreed by the buyer that the Conditions are not intended to be and shall not be enforceable by any person other than the buyer under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of a third party which exists or is available apart from the said Act.

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