

SIEMENS

Maintenance & Services Contract Conditions

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Maintenance & Services Contract Conditions

1. SPL shall mean Siemens Pte Ltd, its personal representatives, successors, agents or appointees.
2. Customer shall mean any commercial customer (or its agent) of SPL.
3. Services shall mean any item of whatsoever nature which is provided by SPL to the Customer.
4. Delivery or Delivered shall mean the moment the services are rendered/provided by SPL with whatever means to the Customer.
5. Default in Payment shall mean if the Customer fails to pay any amount due to SPL or Customer has entered into any arrangement between the Customer and its creditors, or step has been taken to appoint a liquidator, receiver, administrator or trustee in bankruptcy to the whole part of the customers' assets or business.
6. Additional charges shall mean a charge in accordance with the SPL' standard rates for services, equipment, goods etc payable by the Customer.
7. An agreement shall be the agreement entered into between SPL and Customers.
8. Due date shall mean a day which is 30 days after the receipt by the Customer of the SPL' invoice requesting payment.
9. Maintenance & services shall mean either Preventive, Routine and/or Remedial Services, unless otherwise stated in the quotation.
10. Standard Service Time shall imply that SPL's services shall be performed between 8.30 a.m. to 5.30 p.m. to a maximum of 8 hours per day, Mondays to Fridays, but Public Holidays excluded.
11. SPL services provided shall not include repair of damage arising from the act, error, fault, neglect, misuse, improper operation/omission of the Customer/its servants, agents, contractors/invitees/any person whether/not that person is under the control/direction/authority of the Customers.
12. SPL services shall not include repair of damage arising from changes, alterations, additions/modifications of the equipment by a person other than SPL.
13. SPL services shall not include repair of damage caused by incorrect power supply, electrical power failure, air-conditioning, humidity control or any environmental factor.
14. SPL services shall not include repair of damage caused by the operation of the equipment other than in accordance with the specifications/otherwise than in accordance with the direction instruction or recommendations of SPL/its agents or servants.
15. SPL services shall not include repair of damage arising from the re-installation, moving/removing of the equipment by a person other than SPL.
16. SPL services shall not include identification/rectification of damage caused by the factors referred to in clauses 11 to 15.
17. SPL services shall not include furnishing/supplying maintenance of accessories, attachments, supplies, spare parts, consumables/items associated with the equipment, unless otherwise stipulated.
18. The Customer shall undertake to release all equipment which is being maintained by SPL from all operational demands when so requested to do so by SPL in order for SPL to service the said equipment. All such cost incurred by such a release is to be borne by the Customer.

19. The Customer will provide and ensure at all times that SPL maintenance personnel or representatives are provided a safe and secure work environment at all times while they are on the Customers' premises to enable work to be carried out.
20. SPL may require the Customer to purchase and store at the site such spare parts as the SPL considers necessary for the provision of effective Maintenance & services.
21. The customer shall ensure that SPL's maintenance personnel have full and safe access to the equipment at all reasonable times for the purposes of providing the Maintenance & services. The Customer shall also ensure that such access conforms with any specifications issued by SPL from time to time.
22. The Customer shall provide on request a suitable qualified/informed representative, agent/employee to accompany SPL's maintenance personnel when providing Maintenance & services/to render such assistance/to give such advice as will enable SPL's maintenance personnel to exercise unrestricted access to the equipment and otherwise to perform Maintenance & services effectively.
23. Substantial changes in operating conditions projected extensions and other alterations which take place after the signing of the Agreement are to be communicated to SPL in writing within seven (7) days of the date of finalisation. In any such event, the contract shall be subjected to negotiation.
24. The Customer shall not employ SPL's personnel or representatives for any work on equipment other than that covered by the Agreement.
25. The Customer acknowledges the confidential nature of, and the technology and design of the equipment and items associated with the equipment including, but not limited to, documentation, forms, trade marks, instructions, operating manuals and other information.
26. The Customer shall not, without SPL's prior consent in writing, copy/cause to be copied/disclosed any details of such technology, design, procedure or items to a third party.
27. The Customer acknowledges that any discoveries, inventions, patents, designs/other rights arising directly/indirectly shall be the property of SPL.
28. SPL may sub-contract for the performance of the Agreement or any part of this Agreement.
29. In the event of SPL terminating the Agreement for whatever reasons, SPL may (i)repossess any article, tools, apparatus etc which is in the possession, custody or control of the customer; (ii) be regarded as discharged from any further obligations under the Agreement; (iii) pursue any additional or alternative remedies provided by law; (iv) charge reasonable sum for work performed in respect of work which no sum has previously been charged.
30. SPL shall not be under any liability whether in contract, tort or otherwise from any cause whatsoever, whether occasioned by negligence or otherwise, for any injury, damage or loss, including consequential damage or loss whether to persons or property, arising out of this contract or the goods and/or services supplied pursuant hereto including any defects therein or anything connected therewith or with repair or replacement or any other work related thereto.
31. The Customer cannot assign or transfer any of its rights or obligations under or in connection with the services rendered to unless with written approval by SPL.
32. The Customer shall pay SPL for additional or variation works during or after normal working hours which do not form part of the Maintenance & services; remedial services during/after the normal working hours for fault initiated or affected by 3rd party or acts of god such as strike by lightning, power surge, power room ventilation, flood and others; and service calls outside the normal working hours at Customer's request.

33. Notwithstanding any other provision of this proposal and except to the extent that liability cannot legally be limited or excluded, SPL's total liability for all events giving rise to liability on its part arising out of or in connection with this proposal (including in respect of its liability to indemnify the Principal) shall be limited to the Contract Value per any event and/or the Contract Value in total aggregate and the liability claim is based on breach of contract, breach of warranty, tort, negligence, strict liability or other legal theory.
34. In no event shall SPL be liable for indirect or consequential loss or damage, loss of contract, profit or revenue, production stoppage or replacement services.
35. Payment term shall be based on net thirty (30) days from the date of SPL's invoice, unless otherwise agreed. If the customer defaults in payment, then SPL shall be entitled to, without prejudice, suspend delivery and charge an interest of 1.5% per month for the amount outstanding.
36. An order may at SPL's option be terminated in the event of (i) insolvency of the Customer, (ii) additional cost being levied against any of the goods and/or services of the Customer, (iii) Customer being placed in liquidation whether voluntary or otherwise. The customer may cancel an order if such cancellation or variation is accepted by SPL in writing. SPL shall be entitled to claim reimbursement for any costs or losses incurred.
37. If the Customer commits an act of bankruptcy or is in receivership, all prior terms and conditions shall be null and void and payment shall be due immediately.
38. The Customer shall be in a fiduciary position for services rendered before full payment made and SPL shall reserve its rights to claim for such benefits.
39. All contracts made between SPL and the Customer are governed by the laws of Republic of Singapore.