

PASICO GHANA LIMITED

TERMS AND CONDITIONS FOR SERVICING & REPAIR

1. SERVICE & REPAIR AGREEMENT

- 1.1. Save for unforeseen additional work as referred to in Clause 4.2, the volume of work to be performed within the scope of a machine service or repair will be as stated in the Quotation for Services provided by Pasico to the customer.
- 1.2. At times it may not be possible for Pasico to undertake the service activity on the proposed date. In these cases Pasico will advise the customer with as much notice as possible.
- 1.3. Service and Repair Agreement work shall be performed during normal working hours (0730 to 1200 and 1300 to 1630) from Monday to Friday. Pasico will try to meet requests for service work outside normal business hours; if that is possible, applicable overtime rates will be charged.
- 1.4. Pasico's service engineer must be allowed unrestricted access to the machine for the duration of the work, and service work must not be interrupted by production work. Any resulting waiting time shall be invoiced to the customer.
- 1.5. Any additional service or repair work requested when Pasico's service engineer is in attendance will be treated as a separate service event and charged accordingly. Depending on the nature of this work it may require a different service Engineer attend this work.
- 1.6. Should the Site, or any Site Hazard Assessment indicate items such as mobile elevating platform, lifting equipment, portable access equipment or similar be required, this will be provided by the Customer and any delays (if applicable) will be charged to the Customer. The Customer should as far as practical alert Pasico to any access or safety issues prior to the beginning of the service work.

2. CHARGES

- 2.1. All labour involved on the job will be charged according to the current Pasico Service Rates. These Rates shall be provided by Pasico. The rates are subject to being reviewed periodically by Pasico

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Building Materials Division



Engineering Division



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Directors:

Chairman - Henry Michael John Lyne, Managing Director - Kwaku Okae Okoh, Edward Robert Michael Lyne, John Paul Traynor, George Victor Okoh, Steven Anthony Baker, John Emmanuel Amakye Jnr., Michael Morant Ezan.

- 2.2. Parts used in the repair will be charged according to the current Pasico spare parts price list. Prior to installing parts the Pasico Service Engineer will advise the customer of the parts required for the repair and their current prices.
- 2.3. All expenses incurred in providing the service and repair work including transportation, hotel accommodation, subsistence, car hire and sundries, equipment hire will be added to the invoice and charged to the customer.
- 2.4. Works invoiced on account are due Fourteen days after the date of the invoice. Service may be withheld should the customer's account be in default after the said duration of Fourteen days.
- 2.5. The *Customer*:
hereby authorises the release to Pasico of any such information requested by the Pasico which will enable Pasico complete and discharge its obligations under this Service & Repair Agreement.
- 2.6. Payment by cheque is not deemed made until the proceeds of the cheque have cleared.
- 2.7. Payment terms may be revoked or amended at Pasico's sole discretion immediately upon giving the Customer written notice.

3. LIABILITY

- 3.1. Pasico shall take all reasonable care in carrying out the service and repair work. Pasico shall not be responsible for loss of production arising from the provision of service work provided to the Customer.
- 3.2. Pasico warrants undertaking repairs or replacements according to its choice. All further warranty claims are hereby excluded.
- 3.3. Pasico supplies the servicing and repair work under this Agreement with all guarantees that cannot be excluded under Ghanaian law. However, the parties agree that the goods and services provided under this Agreement are not acquired by the customer for personal domestic household use or consumption, and accordingly the parties agree that the liability of Pasico for any failure by Pasico to comply with the provisions of this Agreement or any of the guarantees afforded by Law is hereby limited (at the option of Pasico) to the replacement or repair (or the payment to the Customer of the cost of replacing or repairing) of defective goods, and to supplying the services again at no charge to the Customer or to paying to the Customer the reasonable cost of having the services supplied again to the Customer.

- 3.4. Save as provided in Clause 3.3 the customer shall hold Pasico free of any and all claims by the Customer and/or third parties for damages not due to gross negligence of Pasico in the provision of the service work under this Agreement.

4. GENERAL INFORMATION

- 4.1. The customer agrees to take all necessary steps before the service work is due to begin to ensure that service can proceed smoothly. Such preparatory measures include:
- 4.1.1. The Customer must take into account that the machinery or equipment to be repaired or serviced will not be operable while repair or service is being performed.
- 4.1.2. Easy access to the machinery or equipment to be repaired or serviced must be provided. The machinery or equipment area must be kept clear of all obstructions (material) and thoroughly cleaned prior to commencement of repair or service.
- 4.2. Unforeseen extensive repair work may not be able to be performed by the Service Engineer at the scheduled attendance. In such cases, a separate attendance may need to be scheduled. The additional cost of such work will be charged to the customer separately.

5. MISCELLANEOUS

- 5.1. This Agreement is governed by the laws of the Republic of Ghana and the parties hereby submit to the exclusive jurisdiction of the Courts of Ghana.
- 5.2. Pasico's failure to enforce any of these Terms shall not be construed as a waiver of Pasico's rights.
- 5.3. A notice served or sent pursuant to this Agreement must be in writing and handed personally or sent by email, facsimile or prepaid mail to the last known address of the addressee. Notices sent by pre-paid post are deemed to be received two days after posting. Notices sent by facsimile or email are deemed received on confirmation of successful transmission.
- 5.4. If a Term of this Agreement is wholly or partly void, illegal or unenforceable, it may be wholly or partly severed (as appropriate) to be enforceable without affecting the enforceability of the remaining provisions of that Term or this Agreement.
- 5.5 Any Variation or Modification of these "Terms and Conditions" must be in writing and signed by both Parties