

Ener-G Services General Terms and Conditions

These terms and conditions apply to the provision of labour services for the maintenance and repair of equipment by Ener-G Services.

Ener-G Services agree to provide maintenance and repair services with diligence, skill and care to the Customer on the following terms and conditions. Where a customer wishes to retain the of services of Ener-G Services they must do so on the terms and conditions set out in this Agreement.

1. RATES – Offshore/Overseas

Ener-G Services quote is based on Engineer working/travelling 12 hours per day. Overtime will be charged per hour for all hours worked after completion of 12-hour day. Part days are no applicable and the mob/demob cost will be the minimum daily charge.

Actual labour charges determined by our engineers signed timesheet.

2. TRAVEL

Where applicable engineer travel, airfare, accommodation, meals, visa application and miscellaneous expenses where applicable will be charged at cost plus 10%.

3. MATERIALS & TOOLS

All materials, spares, maintenance kits, specialist instruments and specialist test equipment for the works shall be supplied and fully insured by the Customer.

Ener-G Services shall provide all necessary hand tools and labour for the service.

Any materials or tools damages/lost materials will be charged back to customer.

4. HIRE

Where a customer wishes to hire specialist instruments and specialist test equipment direct from Ener-G Services, they may do so under a separate hire agreement and supply a separate purchase order.

5. SITE

Site means the location where the services are, from time to time, to be carried out. The Customer is responsible for a safe working environment with appropriate work space to carry out the service.

6. DELAYED/POSTPONED/CANCELLATION

In the event the job is delayed, postponed or cancelled after receipt of a confirmed Purchase Order, Ener-G Services will charge the customer a standby rate:



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24 hours or less: 100% of the quoted engineer's day rate to remain on standby from the date the work was originally to commence until the job is rescheduled up to a maximum of 5 days. Any travel, expenses, accommodation costs incurred will also be re chargeable.

7 days – 1 day: 80% of the quoted engineer's day rate to remain on standby from the date the work was originally to commence until the job is rescheduled up to a maximum of 5 days. Any travel, expenses, accommodation costs incurred will also be re chargeable.

7. FORCE MAJEURE

Ener-G Services shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond his reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labour difficulties, acts or omissions of any governmental authority or of the Customer, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or materials.

8. DISPUTES

Unless otherwise specifically agreed in writing any dispute arising from the provision of services by Ener-G Services will be subject to the exclusive jurisdiction of the Courts of Scotland.

9. PRICES

Prices are set out in the estimate provided before the job commences.

Ener-G Services reserve the right to alter or amend these prices according to worldwide economic factors.

10. PAYMENT

Ener-G Services Payment terms are strictly net 30 days from the date of invoice. Payment shall be transmitted by electronic transfer to the bank account designated by Ener-G Services on the Invoice.

In the event of late payment, the Customer shall pay in addition to the overdue payment, a late fee of the greater of 1.5% per month (18% annually) or subject to the maximum rate allowed by law on all such overdue amounts plus any legal fees and court costs incurred in connection with collection.



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www.energyservices.com



Ener-G Services Limited