MEMBER OF
THE BOGE GROUP
SINCE 2023

COMPRESSED AIR & GAS SOLUTIONS

Boge Compressors Ltd – Service Maintenance Agreement Terms & Conditions V3 August 2026

1. **Introduction**
   1.1. This Service Maintenance Agreement ("Agreement") is made between BOGE Compressors Limited ("**Service Provider**") and the **Client** (the Buyer described in the Order) for the provision of maintenance services and may be made either in connection with the supply of goods under the Terms & Conditions for the Supply of Goods (General Terms) signed between the parties or relating to third party goods in relation to which the Client requires services.
   1.2. The defined terms and rules of interpretation set out in the General Terms shall apply to this Agreement as though set out in full herein unless specifically stated to the contrary.
   1.3. "Documentation" shall be taken to mean all instruction manuals, guidance, information, specifications and any applicable maintenance schedule or other documents describing the functions or performance of the Equipment as issued by the manufacturer or the Service Provider from time to time.
2. **Services**
   2.1. For the purpose of this Agreement shall mean the maintenance services described in the relevant Order or the applicable Documentation.
   2.2. The provision of Goods and their warranties is not the subject of this Agreement and is dealt with to the extent relevant within the General Terms or in the relevant third party manufacturer's standard warranty information if and to the extent relevant.
3. **Term of Agreement**
   3.1. This Agreement shall commence on the date set out in the Order for the commencement of Services and shall continue in accordance with the dates set out in the Order unless terminated earlier in accordance with the terms of this Agreement.
4. **Payment Terms**
   4.1. The Client agrees to pay the Service Provider the fee as per the Order for the Services. Additional Services shall be payable within 30 days of invoice by **Service Provider** at the then current rates of **Service Provider** from time to time. Payment shall be made annually in advance, at least 30 days prior to each year commencing unless otherwise agreed in the Order.
   4.2. If the Client fails to pay invoices on their due date Service Provider may:
      4.2.1. Charge interest on such sum from the due date for payment at the annual rate of 8% above the Bank of England's official base rate (or above zero if greater), accruing on a daily basis until payment is made, whether before or after any judgment. Service Provider may claim interest, reasonable costs and the fixed sum as permitted under the Late Payment of Commercial Debts (Interest) Act 1998;
      4.2.2. Suspend all Services until payment has been made in full.
5. **5. Client Responsibilities** The Client shall:
   5.1. Provide access for Service Provider, its agents, subcontractors, consultants and employees to the Client's Site(s) (meaning locations where the relevant Equipment is located or stored by the Client from time to time) and Equipment (meaning the Goods supplied by the Service Provider pursuant to the General Terms)_ at the time reasonably notified to the Client from time to time. Where for any reason the relevant Equipment is not available for access at the planned time then Service Provider reserves the right to charge an additional amount to the Client for any costs and/or expenses incurred as a result of having to await access, travel to alternative Sites, or for having to return to the Client's Site at another date.;
   5.2. Prepare and maintain the relevant Site for the supply of the Services, including but not limited to removing and disposing of any hazardous materials and/or obstructions in vicinity of the Equipment.
   5.3. Ensure that routine checks of the Equipment are carried out in accordance with the manufacturer's guidelines and any relevant Documentation.
   5.4. Inform Service Provider well in advance of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client's Sites.
   5.5. Ensure that at all times the Equipment is kept and operated in the environmental conditions and other tolerances recommended by the manufacturer's guidelines and relevant Documentation;
   5.6. Notify the Service Provider promptly of any issues or defects either suspected or actually relating to the Equipment within 30 calendar days of becoming aware of the same;
   5.7. Ensure that it only used appropriately trained and qualified personnel in relation to its duties set out in this Agreement;
   5.8. Provide such information as the Service provider reasonably requires in the performance of its obligations under this Agreement or any Order
   5.9. Comply with all reasonable and lawful directions and instructions provided by the Service Provider from time to time;
   5.10. Comply with all applicable laws and regulations applicable to the Client's use of the Equipment and applicable at any Site;
   5.11. Maintain all relevant general liability insurances and such cover shall be in the sum of not less than £5 million GBP for any one occurrence during an annual period of insurance. At Service Provider request, the Client shall produce for inspection documentary evidence that such insurances are properly maintained with reputable insurers or underwriters.

6. **Service Provider Responsibilities** The Service Provider shall:
   6.1. Perform the Services using reasonable care and skill in a professional and timely manner, however time shall not be of the essence to its obligations.
   6.2. Use appropriately qualified personnel to perform the Services.
   6.3. Provide all necessary tools and equipment to perform the services.
   6.4. carry out all planned maintenance and inspection during normal Working Hours (meaning those house between 8.00 am - 4.30pm Monday to Friday). Any extra cost incurred by Service Provider in carrying out maintenance or inspection outside normal Working Hours will be borne by the Client and invoiced as an additional service.

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Head Office | Units 10-12 Park Valley Mills, Meltham Road, Huddersfield | West Yorkshire, HD4 7BH | Telephone: +44 (0) 800 318 104
South Wales Branch | Unit 7 Pontymister Industrial Estate | Risca, NP11 6NP | Telephone: +44 (0) 1443 839559
Registered in England: 3009782 | Directors: Steven Brightwell, Dr. Sebastian Göbel | Email: uk@boge.com | Web Site: www.boge.co.uk
Certificate Number 1524
ISO 9001 | ISO 14001

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7. **7. Limitation of Liability**
   - 7.1. The Service Provider shall not be liable to the Client for
     - 7.1.1. any indirect, incidental, or consequential damages; or
     - 7.1.2. Loss of profits; or
     - 7.1.3. Loss of sales or business; or
     - 7.1.4. Loss of agreements or contracts or anticipated savings; or
     - 7.1.5. Loss of use or corruption of software, data or information; or
     - 7.1.6. Loss of or damage to goodwill.

     howsoever arising out of or in connection with the Services provided under this Agreement.
   - 7.2. The Service Provider's liability under this Agreement shall be subject to the limitations and exclusions as set out in clause 13 of the General Terms and shall not in any event exceed the amount actually paid by the Client to the Service Provider during the 12 months immediately preceding the relevant claim.
   - 7.3. The Service Provider shall in no event be liable (and any warranty shall be null and voided) in the event that the Customer fails to promptly notify the Service Provider (in any event within 30 days) of the Customer becoming aware of any defect or issue relating to the Equipment or its services. Failure to disclose defects or suspected issues may lead to additional damage or loss which falls outside the scope of the Service Provider's maintenance duties.
   - 7.4. The Client shall not place reliance upon the advice of the Service Provider in place of its own independent advice. Where the Service Provider makes recommendations as to any material matter these are merely recommendations and shall not be taken to be conclusive or exhaustive advice upon which the Client should place legal reliance. This includes any situation where the Service Provider takes actions based on third party OEM operating instructions whether or not on behalf of the Client when carrying out or arranging for Maintenance, Refurbishment or in the selection or supply of replacement parts.
8. **8. Termination for Convenience** Either party may terminate this Agreement by providing 30 days written notice to the other party. In the event of such termination by the Client, the Client shall pay a cancellation charge equal to 20% of the remaining contract value, in addition to payment for all Services rendered and parts purchased and other costs incurred by the Service Provider up to the effective date of such termination.
9. **9. Termination for Cause**
   - 9.1. Either party may terminate this Agreement immediately upon written notice if the other party:
     - 9.1.1. Materially breaches any term of this Agreement and fails to cure such breach within 30 days after receiving written notice of the breach.
     - 9.1.2. Becomes insolvent, files for bankruptcy, or has a receiver appointed for its assets.
   - 9.2. In the event of termination for cause by the Client, the Service Provider shall be entitled to payment for all services rendered and parts purchased up to the effective date of termination.
10. **Replacement of Equipment Clause**
    - 10.1. In the event that the Client wishes to replace Equipment or relevant parts ("Replacement)" other than for replacements carried out by the Service Provider, the following conditions shall apply:
      - 10.1.1. **Notification Requirement**: The Client must provide the Service Provider with at least 30 days written notice prior to the Replacement.
      - 10.1.2. **Inspection and Approval**: The Replacement must be inspected and approved by the Service Provider, at the Client's cost, to it can be covered under the Services.
      - 10.1.3. **Transfer of Coverage**: Upon approval by the Service Provider, any relevant maintenance coverage under this Agreement shall be transferred to the Replacement.
      - 10.1.4. **Adjustment of Fees**: If the Replacement has different maintenance requirements or specifications, the Service Provider reserves the right to adjust the maintenance fees accordingly. Any fee adjustments shall be communicated to the Client in writing and shall take effect from the date of the Replacement.
      - 10.1.5. **Liability for Replacement**: The Client shall be responsible for all costs associated with any Replacement, including but not limited to transportation, installation, and any necessary modifications to the Site.
      - 10.1.6. **Warranty and Service History**: The Client shall provide the Service Provider with all relevant warranty information and service history for the Replacement. The Service Provider shall not be liable for any pre-existing conditions or defects in the Replacement.
      - 10.1.7. **Termination Option**: If the Replacement is not approved by the Service Provider, the Service Provider reserves the right to terminate this Agreement immediately upon written notice. In such an event, the Client shall be responsible for a cancellation charge equal to 25% of the remaining contract value, in addition to payment for all services rendered and parts purchased up to the effective date of termination.
11. **Equipment Taken Out of Use**
    - 11.1. In the event that the Client takes the Equipment out of use (such as discontinued production, storage, close down lasting more than 4 weeks), the following conditions shall apply:
      - 11.1.1. **Notification Requirement**: The Client must provide the Service Provider with written notice at least 30 days prior to taking the Equipment out of use.
      - 11.1.2. **Continued Charges**: The Client shall continue to pay the maintenance fees as specified in this Agreement, regardless of the machine's operational status.
      - 11.1.3. **Reactivation of Use**: If the Client decides to put the machine back into use, the Client must provide the Service Provider with written notice at least 30 days prior to reactivation. The Service Provider shall conduct an inspection and perform any necessary maintenance to ensure the machine is fit for use at the Client's cost as an additional service.
12. **Annual Price Variations**
    - 12.1. Fixed price arrangements shall remain fixed unless the Client's use of the Equipment is materially

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different to that envisaged at the outset of the Order. The type and amount of usage and other factors may be assumed by the Service Provider in coming to any determination on price and in the event of any change to such assumptions a price review shall be conducted by the Service Provider;

12.2. All Charges assume that market conditions remain predictable or within certain tolerances and in the event of any material adverse change with respect to the prices effecting the supply chain of the Service Provider the Service Provider may adjust its prices accordingly. The Service Provider shall use reasonable efforts to notify the Client of any potential additional costs that might arise from time to time upon becoming aware of the same.

13. **Additional Charges for Excessive Use or damage**

13.1. In the event that the Equipment operates beyond the expected running hours or exceeds other tolerance limits or performance conditions specified in the maintenance schedule or related Documentation ("Excessive use") or incurs any accidental damage arising from lack of maintenance or neglect, misuse or error or otherwise ("Damage"), the following conditions shall apply:

13.1.1. **Notification Requirement**: The Client must promptly notify the Service Provider of the Excessive Use or Damage.

13.1.2. **Assessment of Additional Services**: The Service Provider shall assess the condition of the relevant Equipment and determine the additional services required due to the Excessive Use or Damage. This may include, but is not limited to, additional inspections, maintenance, repairs, consumables, or parts replacement.

13.1.3. **Additional Charges**: The Client agrees to pay for any additional services required as a result of the Excessive Use or Damage . The additional fees shall be calculated based on the Service Provider's standard rates for labour, parts, and any other associated costs. The Service Provider shall provide the Client with an estimate of the additional fees prior to performing the additional services.

13.1.4. **Approval of Additional Services**: The Client must provide written approval of the additional fees and services before the Service Provider commences any work. Failure to provide such approval may result in delays or suspension of Services for which the Service Provider shall not be liable.

14. **Confidentiality** Both parties agree to keep confidential any proprietary information received from the other party in connection with this Agreement (including but not limited to the details of maintenance plans and schedules prepared by the Service Provider) and not to disclose such information to any third party without the prior written consent of the disclosing party.

15. **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of England whose courts shall have exclusive jurisdiction in relation to any dispute howsoever arising.

16. **Entire Agreement** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and representations.

17. **Amendments** Any amendments to this Agreement must be made in writing and signed by both parties.

18. **Force Majeure** Neither party shall be liable for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, and natural disasters, pandemic or epidemic or similar government lockdown or preventative measures, provided that it has given written notice to the other party of that fact.

19. **General**

19.1. Given the nature of the Services being provided, the Service Provider would not provide the Services on any other terms and conditions except for those incorporated in this Agreement. This Agreement shall apply irrespective and to the exclusion of the wording of any Client purchase order, or other terms put forward by the Client..

19.2. Any notice given under this Agreement must be given in writing either personally or via post / email but not fax.

19.3. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected thereby and shall remain in full force and effect.

19.4. It is not anticipated that any personal data will be captured or transferred as part of this process, however to the extent personal data is captured both parties agree to handle it in accordance with the EU GDPR (**Regulation (EU) 2016/679)** and the UK Data Protection Act 2018

19.5. A person who is not a party to the Agreement shall not have any rights to enforce its terms.

20. **Contact Information** For any questions or concerns regarding this Agreement, please contact:
Service Manager
BOGE Compressors Ltd
Units 10-12
Park Valley Mills
Meltham Road
Huddersfield
HD4 7BH
0800 318 104

21. **Storage costs**

21.1. In the event that storage costs are to be incurred by the Service Provider, the Service Provider shall notify the Client in writing, and the Client shall be liable to pay those costs to the Service Provider.

22. **Subcontracting**

22.1. The Service Provider may sub-contract its obligations under this Agreement to a third party. The Service Provider shall provide details of any subcontracting upon request by the Client.

22.2. The Service Provider shall be responsible for all subcontractors it deploys to the same extent it would be responsible had it carried out such services itself.

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23. **Assignment**
    23.1. The Service Provider may assign any of all of its rights under this Agreement to any third party for any reason without the prior written consent of the Client.
24. **Refurbishment**
    24.1. Where the Service Provider provides refurbished parts, these shall be supplied with the relevant third party manufacturer's warranty (which includes that of the Service Provider where such refurbished parts are those of the Service Provider).
25. **Intellectual Property Rights**
    25.1. The Service Provider warrants that it has the right to provide its services to the Client and shall indemnify the Client for any claim of infringement of third party rights caused by the Service Provider's activities under this Agreement except to the extent caused or contributed to by the Client.
26. Dispute resolution
    26.1. In the event of any dispute the parties shall escalate that dispute internally to their respective managers, and if not resolved within 15 calendar days they shall further escalate the matter to their respective managing directors or CEOs for resolution. In the event that such dispute is then not resolved within that further 15 calendar days, either party may escalate that dispute to more formal proceedings.

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