



BABCOCK FITZROY LIMITED (BF)

Q/02/3882

Calibration Services – Terms and Conditions

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Provision of Services

- 1 **General:** Babcock Fitzroy (BF) will provide the services set out in the purchase order, at the times and for the price specified in the purchase order unless otherwise specified or advised.
- 2 **Delivery:** The customer will deliver the equipment to BF at HMNZ Dockyard Devonport, Auckland, or to such other place as BF may advise the customer from time to time in writing. As soon as reasonably possible after BF has completed the services, BF will return the equipment to the customer by standard courier, unless the customer has requested prior alternative return arrangements (which will be at the customer's cost in all respects).
- 3 **Turn Around Times:** In respect of any equipment, BF will use reasonable endeavours to complete the services within a nominal timeframe of 10 working days
- 4 **Minor Repairs and Calibration Adjustments:** Where equipment requires minor repairs or calibration adjustments, such work will be carried out by BF, at its discretion, without prior notice to the customer, unless noted otherwise on the purchase order.
- 5 **Repair Costs and Warranty:** Where repair work has to be carried out on any equipment (being work which is additional to the services), BF will charge the customer for such work, in addition to the charges set out in the purchase order, at its standard rates.
- 6 **Major Work:** Where equipment is found to be in need of major calibration adjustment or repair, BF will contact the customer before proceeding with such work, unless any alternative arrangements are set out in the purchase order.
- 7 **Beyond Economic Repair:** If, after it has started performing services on any equipment, BF considers that the estimated calibration and/or repair work would be uneconomic, given the replacement cost of that equipment, BF will immediately stop providing the services and will not recommence without the customer's consent (unless specified otherwise in the purchase order). BF will provide the customer with the details of expenditure to date, and an estimate of the cost to complete the work required.
- 8 **Warranty:** All repair work carries a 90 day warranty against faulty materials (which BF has supplied and installed) and/or workmanship.

Customer's Obligations - General

- 9 **Consumable Items:** The customer has the responsibility of ensuring batteries, whether primary or secondary type, and fuses, are in a fully serviceable condition. If batteries and/or fuses prove, during the provision of the services, to be unserviceable, the customer may be charged for any replacements fitted and any additional time incurred by BF as a consequence. Batteries will not be capacity tested by BF unless specifically requested by the customer.
- 10 **Technical Data/Manufacturer's Handbooks:** The customer will provide all necessary technical information, including (without limitation) all handbooks, service manuals, specifications or service manuals to BF, upon delivery of the equipment to BF. Where the customer is unable to provide the necessary information and BF is requested to procure it, any associated charge may be passed on to the customer.

Invoicing/Payment

- 11 **Customer to Pay:** The customer will pay BF, upon receipt from BF of an appropriate invoice, for the provision of the services set out in the purchase order, on or before the later of:
 - a. The 20th day of the month following the month in which the invoice is dated.
 - b. 15 days following the date of receipt by the customer of that invoice.
- 12 **Disputed Invoices:** If the customer genuinely disputes any amount appearing on any invoice issued to it by BF under the purchase order, the customer will notify BF as soon as reasonably possible. The customer may withhold payment of any disputed amount until the dispute is resolved. Both parties will endeavour to resolve any such dispute as soon as possible, in the manner provided in clause 16.

General

- 13 **Confidentiality:** BF will keep confidential all information disclosed to it by the customer, except as required for the performance of its obligations under the purchase order or where the information is public knowledge.
- 14 **Indemnity:** Subject to clause 15, BF will at all times indemnify the customer in respect of any loss, damage, cost or expense suffered or incurred by the customer as a direct result of any breach by BF of any of its obligations under the purchase order.



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- 15 **Liability:** Nothing expressed or implied in the purchase order confers any liability on BF in respect of any:
- Indirect, consequential or special loss (of any kind), damage, cost or expense suffered or incurred by the customer, as a direct or indirect result of a breach by BF of any of its obligations under this purchase order; or
 - Loss, damage, cost or expense suffered or incurred by the customer, to the extent to which this results from any act or omission by the customer.
- BF accepts liability on receipt of the goods and it ends when the goods have been passed to a courier.
- 16 **Disputes:** The customer and BF will meet and discuss in good faith any dispute between them arising out of this purchase order. If these discussions fail to resolve the relevant dispute, the customer or BF may (by written notice to the other) require that the dispute be submitted for mediation by a single mediator nominated by the President for the time being of the Auckland District Law Society. The cost of any mediation will be shared equally between the parties. Neither party may issue any legal proceedings (except for urgent interlocutory relief) until it has complied with this clause.
- 17 **Unforeseen Circumstances:** Neither the customer nor BF will be liable for any act, omission or failure under these terms if that act, omission or failure arises directly from a cause beyond its reasonable control, including (without limitation) extreme weather conditions, civil disruption or industrial action.
- 18 **Entire Arrangement:** The purchase order and these terms records the entire arrangement between the customer and BF relating to the matters set out in this purchase order, and supersedes all previous arrangements, whether written, oral or both, relating to such matters.
- 19 **GST:** All monetary amounts in the purchase order are stated exclusive of Goods and services Tax (in terms of the Goods and Services Tax Act 1985) and in New Zealand dollars, unless provided otherwise.