

RELIABILITY SERVICES TERMS OF SUPPLY

1. Interpretation and application of Rotork General Conditions of Sale

- 1.1 The terms set out in these Reliability Services Terms of Supply specify the bespoke terms and conditions applicable to the provision of Reliability Services by Rotork to the Customer in addition to the application of Rotork's General Conditions of Sale which are found here [Rotork: Provision of Site Services by the Rotork Group](#) ("**Rotork GCS**").
- 1.2 Unless expressly excluded in these Reliability Services Terms of Supply, these terms are designed to complement and apply alongside the Rotork GCS.
- 1.3 The definitions and rules of interpretation set out in Schedule 1 of these terms shall apply to these Reliability Services Terms of Supply and shall serve to amend the definitions under the Rotork GCS to the extent they relate to the provision of Reliability Services, provided that any capitalised term which is not defined in these terms but is defined in the Rotork GCS shall continue to be construed in accordance with the Rotork GCS definitions.
- 1.4 Any reference to a clause or to a Schedule shall be reference to a clause or Schedule of these Reliability Services Terms of Supply unless the wording otherwise expressly or impliedly refers to a clause or Schedule of the Rotork GCS or other set of terms (as applicable).

2. Applicable Terms

- 2.1 The Contract shall comprise of the following and, in the event of conflict between any of the following, the document mentioned first shall take priority:
- (a) any terms expressly set out (not referenced) in the Reliability Services Order Form or any Additional Work Quotation;
 - (b) subject to clause 2.2 below, those terms expressly set out (not referenced) in the Purchase Order that either describe the Reliability Services or are specific to the Reliability Services;
 - (c) these Reliability Services Terms of Supply;
 - (d) the Rotork GCS;
 - (e) any other terms referenced in the Reliability Services Order Form;
 - (f) any other terms set out or referenced in any Additional Work Quotation
- 2.2 Any general terms and conditions or back of order terms whatsoever that are set out or referenced in any communication from the Customer to Rotork are excluded in full and will have no effect.

3. Reliability Services

- 3.1 Rotork shall provide the Reliability Services for the Reliability Service Term set out in the Reliability Services Order Form.
- 3.2 Unless otherwise agreed and specified in the Reliability Services Order Form, the terms set out in the Rotork GCS relating to the provision by Rotork of an On-Site inspection shall not apply to the provision of the Reliability Services.
- 3.3 Subject to full compliance by the Customer with the Customer obligations in the Contract (including, for the avoidance of doubt, payment of the price and/or other obligation set out in the Reliability Service Order Form and the terms of the GCS, Rotork shall perform the Reliability Services in accordance with the Service Plan Tier(s) applicable which the Customer has purchased, as set out in the Reliability Services Order Form.
- 3.4 All Service Plan Tiers include an annual inspection of the Asset and production of a related report (the "**Reliability Services Annual Visit**") during each relevant Contract Year. The date of the first Reliability Services Annual Visit shall be set out in the Reliability Services Order Form and all dates for provision of the Reliability Services Annual Visits shall be determined by Rotork at its discretion (acting reasonably).
- 3.5 No Reliability Services Annual Visit shall take place unless the Customer's payments in respect of the Reliability Services are up-to-date and without prejudice to its other rights under the Contract, Rotork has a right to suspend the Contract in its entirety or any relevant Reliability Services where the Customer fails to pay its required payments under any Contract until the Customer has paid in full.
- 3.6 Following the Reliability Services Annual Visit, Rotork shall provide to the Customer a written report setting out (i) the outcome of the Reliability Services Annual Visit; and (ii) the details of any Additional Work required to repair the Asset.
- 3.7 At any time during the Reliability Service Term, the Customer may request that Rotork carries out a Reactive Visit to inspect or repair the Asset. The price of a Reactive Visit excluding any Additional Work will be determined by the Service Plan Tier purchased by the Customer as set out in the Reliability Services Order Form.
- 3.8 If, following a Reliability Services Annual Visit or a Reactive Visit, Rotork in its sole discretion determines that any Additional Work is required, Rotork shall provide Customer with an Additional Work Quotation, which shall contain the following information, as applicable:
- (a) the price for any suggested or recommended Additional Work, including the price for any New Parts;
 - (b) the estimated lead time for the delivery of the New Parts;
 - (c) the estimated time required to carry out the Additional Work;
 - (d) whether the Additional Work will be carried out On-Site or Off-Site; and
 - (e) whether Rotork will provide and, if appropriate, install and commission, a Loan Asset whilst the Additional Work is ongoing.

4. Additional Pricing Terms

- 4.1 Where prices are quoted in currencies other than Great British Pound, United States Dollar or Euro, Rotork may at its discretion, increase the prices from those quoted and accepted where, following the date of quotation, the exchange rate between the currency quoted and the Great British Pound shifts between the date of payment and the date of quotation by

a factor of 5% or more by reference to the exchange rates published by the relevant Bank of England Daily Spot on the Bank of England website.

4.2 The price of any Additional Work (whether arising from a Reliability Services Annual Visit or a Reactive Visit) will be determined by the Service Plan Tier purchased by the Customer as set out in the Reliability Services Order Form.

4.3 If the Customer agrees to the Additional Work Quotation (whether orally or in writing), this Contract will be automatically amended to incorporate such Additional Work and the price for the Additional Work will be as set out in the Additional Work Quotation.

5. Customer's Obligations to provide information

The Customer's obligations under the GCS to provide Rotork with information, support, materials and/or equipment set out in the Contract or otherwise reasonably required shall include but not be limited, where relevant, actuator datalogger information for iAM reports where such reports have been requested by Customer).

6. Warranty

In respect of Reliability Services, the GCS terms relating to warranty periods applicable to replaced Assets (or parts thereof) shall be amended and replaced with the following: "Where any Asset is replaced or repaired in accordance with the warranty in for Work and Asset repairs in these terms, the Warranty Period in respect of such replacement Asset or repair Work shall be twelve (12) months from, as applicable: (i) the date of the completion of the Applicable Work; or (ii) the Hand-back of the Asset).

7. Disclaimers and provision of iAM Reports

7.1 In any circumstances where Rotork recommends Work to be carried out, but the Customer fails to follow such recommendation:

- (a) Rotork shall have no liability whatsoever to the Customer for any losses, damage or defect arising (in Rotork's sole determination) out of or in connection with the Customer's failure to follow Rotork's recommendation; and
- (b) Rotork may, in its sole discretion, quote the Customer for any remedial work required arising out of or in connection with such failure, provided that any such works shall be governed by Rotork's standard terms of service for maintenance services to the exclusion of the Contract.

7.2 The Reliability Services may be provided alongside and in addition to the provision of additional services, including iAM Services, as specified in the Contract. In such an event, the terms and warranties in respect of such additional services, shall apply to those services, including, where iAM Services are to be provided, the terms of supply of iAM Services which may apply from time to time, as may be provided by Rotork or are otherwise available on the Rotork website.

7.3 Where the Reliability Services include the provision of any iAM Report to the Customer:

- (a) the Customer hereby grants Rotork and its third-party subcontractors access to data from the Assets for the purposes of the Contract, the further development of Rotork products and services and Rotork's iAM System's machine learning functionality.
- (b) Rotork shall not be responsible for, and gives no representation or warranty as to, the quality, accuracy or content of any iAM Services, including any Reports and shall in particular not be held responsible for any inaccuracy in recommendations or information provided in a Report which may be based on information or data collected from or provided by the Customer or its Asset's data log;
- (c) the iAM Reports, data, analyses, and recommendations, are provided on an "as is" and "as available" basis and any information contained in any iAM Report produced is probabilistic in nature and is not capable of definitively predicting future performance or non-performance of the Assets. The Customer acknowledges and expressly agrees that any data or information set out in Reports is indicative and non-conclusive, and that it shall not rely or seek to rely on the iAM Reports, data, analyses, or recommendations to identify or predict Asset failure or non-performance, and Customer uses the iAM Services at its own risk.
- (d) the Customer shall:
 - (i) be responsible for the accuracy and content of Customer Data and Rotork shall not be held responsible for any iAM Reports, information or data produced by the iAM system or provided to the Customer pursuant to any iAM Services which are based on or reliant upon information or data supplied by the Customer or its Asset;
 - (ii) be responsible for ensuring that the Customer Data provided for the purposes of the iAM Services is suitable and capable of and is legally permissible for sharing with iAM System and/or Rotork (as applicable) and Rotork shall not be held responsible for the use or processing of Customer Data which is not legally permitted to be processed or transferred and the Customer shall indemnify Rotork for any costs, expenses or liabilities incurred by Rotork as a result of any action or claim relating to Rotork's use of such data;
 - (iii) not use the iAM System or iAM Reports in a manner contrary to any restriction stated in the Contract, the iAM Services terms of use or otherwise imposed by the applicable law in the Customer's territory.

8. Termination and Suspension

8.1 Subject to Contract terms specifying specific termination requirements, either Party may terminate the Reliability Services in their entirety by serving at least 28 days' written notice upon the other Party, such notice not to expire before the anniversary of the Effective Date as set out in the Reliability Services Order Form. Any Works agreed before the expiry or termination of the Contract but scheduled to be performed after the date of expiry or cancellation will still be performed subject to the Contract.

- 8.2 Where the Customer is required to pay for the Reliability Services in monthly instalments under the Contract and fails to pay the required instalment amounts due or overdue for three or more consecutive months, Rotork shall be entitled to consider the Contract terminated by the Customer without notice, and the terms of clause 8.3 shall apply.
- 8.3 In the event of termination pursuant to Clause 8.2 above, or for convenience by the Customer in accordance with clause 8.1 and without prejudice to Rotork's rights, remedies and obligations and liabilities which accrued prior to termination, including to pay any overdue amounts, the Customer shall be required immediately on notice to pay:
- (a) in respect of termination taking effect within the first eleven months of any Contract, the monthly fees in respect of the notice period (where a notice period is given); the overdue unpaid fee amounts (including interest where applicable) and the remaining unpaid amount of fees for the remainder of that Contract Year.
 - (b) in respect of termination taking effect during the final month of a Contract Year, the monthly fees for the notice period (where a notice period is given); any overdue unpaid fee amounts (including interest where applicable) and the value of one month's fees for the Contract Year, equivalent to one twelfth of such Contract Year's total fees;
- (**Termination Payment**). The Customer agrees and understand that the Termination Payment constitutes a genuine pre-estimate of loss suffered or to be suffered by Rotork in respect of Reliability Services only and does not constitute a penalty.

9. Entire Agreement

- 9.1 The Contract constitutes the entire agreement between the Parties with respect to its subject matter.
- 9.2 Neither Party has placed any reliance on and will have no remedies in respect of any representations, agreements, statements, understandings or warranties (whether made innocently or negligently) that is not set out in the Contract whether orally or in writing, relating to the performance of the Work other than those expressly incorporated in the Contract.
- 9.3 Rotork assumes no contractual obligation with respect to the performance of the Work other than as expressly set out in the Contract, whether arising under any term, condition or warranty of merchantability, fitness for purpose or satisfactory quality or any other contractual term, condition or warranty express or implied by statute or otherwise and all such terms, conditions and warranties are excluded.

SCHEDULE 1 INTERPRETATION

1. Definitions

In these terms and conditions and the Contract:

“**Additional Work**” means any additional Work required following an Reliability Services Annual Visit or On Site Inspection which had not otherwise been agreed in the Contract.

“**Contract Year**” the period of twelve months beginning on the Effective Date, and each period of twelve months thereafter.

“**Customer Data**” – means any data relating to the Customer, the Customer site or any Asset (including any data logger information) provided by the Customer to Rotork for the provision of the services and works to be provided under the Contract.

“**Effective Date**” the date specified in the Reliability Services Order Form for the commencement of the Contract.

“**iAM Services**” means Rotork’s provision of intelligent asset management services using the iAM System, as more fully described in the relevant Contract specification of iAM Services to be provided.

“**iAM System**” means Rotork’s intelligent asset management system designed to provide information that may help the Customer better understand the performance and functionality of its Asset.

“**iAM Report**” means a report provided by Rotork relating to an Asset’s performance using the iAM System and provided in accordance with the Contract specification and relevant iAM Services terms applicable.

“**Off-Site**” means the site where the Work or Additional services to be performed will be performed if unable to be performed On-Site.

“**On-Site**” means the Customer’s site where the Asset is installed or located.

“**Reliability Services**” means, collectively, the Reliability Services Annual Visit together with any applicable Work and services related thereto as set out and specified in the Contract;

“**Reliability Services Annual Visit**” means the annual On-Site visit carried out by Rotork relating to the Asset, the extent of which shall be determined by the Service Plan Tier and set out in the Reliability Services Order Form.

“**Reliability Services Order Form**” means the order form or contract signed by Rotork and the Customer, setting out the Reliability Services to be provided, the Reliability Services Effective Date, Reliability Services Term and Service Plan Tier.

“**Reliability Services Term**” means the duration of the Reliability Services package agreed by the parties and set out in the Reliability Services Order Form.

“**Service Plan Tier**” means the level of Reliability Service coverage that the Customer has purchased, as set out in the Reliability Services Order Form.

“**Termination Payment**” has the meaning given to it in clause 8.3 of these terms.

“**Work**” means any Reliability Service Annual Visit, Reactive Visit or Additional Work.