

TERMS AND CONDITIONS OF CALIBRATION & SERVICE/REPAIRS

- In the Event That Equipment was Released for Calibration and was unable to be adjusted to a calibration range, Engineering Automation Technology Limited shall issue a Non Conformity Report and Calibration Fee will be Charged in Full.
- In the Event of the Situation above, Engineering Automation Technology Limited Shall, in addition to the Non Conformity Report, recommend the Parts for Repairs. Where the Client approves the Repair of the Equipment by Engineering Automation Technology Limited, such Equipment will be calibrated after repairs free of charge.
- Where estimate quotation is given, it shall be regarded by all Parties as an estimate and subject to reconsideration. if during the process of service/repairs additional spare-parts and labour are required to carry out the job properly and satisfactorily, additional quotation will be submitted, and shall not invalidate the former unless expressly stated.
- The warranty period shall be as stated in our offer/quotation. In the event of failure within the warranty period, Inspection shall be carried out free of charge . If the inspection shows that the (failure/defects) is/are due to poor workmanship or materials used in the last service/repairs, a new free of charge repairs will be effected. There may be additional charges, including freight and other incidental expenses. Warranty does not cover any damage traceable to Power Surge or Operations.
- **Spare parts:** Where spares are supplied and used as part of a repair by us, the above stated warranty applies. Whereas, spares supplied by us ex-works and not fitted by us; the warranty stands voided.
- Engineering Automation Technology Limited reserves the right to refuse to undertake service/repairs:
 - (a) If the article is too old, obsolete, too bad in shape, tampered with, or spares not obtainable, repairs shall not be guaranteed, estimated repairs cost too high and out of proportion to the value of the article. The customer shall be so informed and if he insists on the repairs being carried out, he shall pay in full as may be required before such repair is carried out in the case of (a) above.
 - (b) If the source of customer provided spare parts is not satisfactory or trusted – Equipment Shall not be repaired.
- Where service/repairs are carried out in the customer premises, it is the responsibility of the customer to provide required operating conditions, such as but not limited to- constant supply of electricity, controlled room environment and other stipulated conditions as in the manufacturer operation manual and related documents. Engineering Automation Technology Limited shall not warranty such Repair if the Environmental Conditions are not Similar to stipulated required conditions.
- Payment is as stated in the estimate/Quotation/Offer.
- **Delays:** If there are delays occasioned by the customer, this shall be charged accordingly.
- If any circumstances of force majeure should prevent or hinder full or partial execution by either party of the obligations arising under this agreement, the party so affected shall be excused the performance of its obligations only to the extent that such performance is prevented or delayed. The party affected by force majeure shall notify the other party within 7 days of its occurrence and shall make every reasonable effect to shorten the delay arising or caused by force majeure and minimize the effect of same as much as possible. For the purpose of this agreement, force majeure shall be construed as circumstances beyond the control of either party to this agreement including but not limited to act of God, public disorder, fire, national strikes, war and changes of Federal Government policy, affecting adversely any aspect of this agreement.
- Where equipment is brought to our workshop for diagnostic and/or repair, EATECH reserve the right to dispose any equipment that is not collected within 90days of diagnosis and/or repairs.
- Engineering Automation Technology Limited reserves the right to charge for the cost of instrument assessment.
- Issuing of Purchase Order to Engineering Automation Technology for Repairs or Calibration or Both, or the release of equipment to Engineering Automation Technology Limited Workshop/Laboratory for Repairs or Calibration, constitutes acceptance of the Engineering Automation Technology Limited Calibration & Service/Repairs Terms and Conditions.



INDEMNITY

Engineering Automation Technology Limited, in line with the quality management system, owns and operates a calibration laboratory. In line with ISO/IEC17025:2017, the lab may grant access to clients who may be desirous to witness the calibration of their equipment under the following conditions:

Any Client in need of such services SHALL:

1. Include in their Purchase Order that they are desirous of observing the process/procedure of calibration of its equipment expressly before the instruments/equipment for calibration is delivered to EATECH.
2. Our Clients SHALL owe EATECH a duty of confidential relationship in line with EATECH Confidentiality Policy with respect to the non-disclosure of certain proprietary and confidential information in the course of observing the activities of calibration in the laboratory.
(NOTE: confidential information refers to the Company's sensitive information in the calibration laboratory including but not limited to work methods and procedures, other client's confidential information that, if disclosed, could directly/indirectly affect the business or operations of the EATECH).
3. Since our clients are exposed to the confidential information of EATECH during the period of observing the calibration of equipment in the Laboratory, our clients must prevent the unauthorized disclosure of the any confidential information privileged to have had in the course of carrying out the activities of calibrating his equipment.
4. Client SHALL not bribe or dishonestly persuade, lure, induce, or give promises of outright employment with better working conditions in favour of ANY of EATECH'S staff either directly or indirectly in order to get him/her to do external services.
5. Clients SHALL not take photographs or use any form of recording to record the calibration process with the intention to reproduce same for the benefits of its Company and/or reproduce same without the written consent of EATECH. Client SHALL restrict its directors, employees, and officers to desist from such acts as stated above.
6. Client have agreed with EATECH to INDEMNIFY her should any of the above stated clauses is breached or about to be breached or contravened while the activity of calibration is ongoing in the laboratory, EATECH shall also have the legal right to claim damages against the Client.