

## MAINTENANCE & SUPPORT AGREEMENT

This Maintenance & Support Agreement (the "**MSA**") is made as of \_\_\_\_\_, 2025 (the "**Effective Date**") by and between Del-Pak Systems Ltd., of GreenWork, Building E, 2<sup>nd</sup> floor, Kibbutz Yakum, 60972 Israel, an Israeli company ("**Orpak**"), on behalf of itself and its Affiliates, and to the Customer detailed under the applicable order acknowledgment (the "**Customer**"). Each of Del Pak and the Customer may be referred to as a "**Party**" or collectively as "**Parties**".

For the purpose of this Agreement an "**Affiliate**" of a Party means a company that is a controller of either Party or controlled by such Party, is being agreed that control, in this context, exists where an entity owns directly or indirectly more than forty eight percent (48%) of the voting stock in another entity, or regardless of stock or equity ownership, is otherwise able to direct its affairs or to appoint a majority of the members of the board of directors or an equivalent body able to determine the course of action of the entity by virtue of its voting or other rights;

1. **SCOPE.** This Maintenance & Support Agreement (**MSA**) sets out the terms and conditions under which Orpak will provide support services subject to the list detailed in Service Level Agreement ("**SLA**") attached as **Annex B** (the "**Services**") as may be updated by Orpak from time to time, for Orpak's products listed under **Annex A** (the "**Products**") and in particular for software (and/or software embedder in the Products (the "**Software**") provided to the Customer.
2. **TERM.** This Agreement shall commence on the date of Products delivery to the Customer, subject to provisions for earlier termination, shall continue for a period of twelve (12) months ("**Initial Term**") and shall automatically renew for an additional 12 months periods ("**Renewal Period(s)**"). Either party may give written notice to the other Party, not later than 90 days before the end of the Initial Term to terminate this Agreement at the end of the Initial Term.  
The Customer may terminate this Agreement within any Renewal Period provided that it gives Orpak at least 90 days written notice; The Customer shall not be entitled to terminate this Agreement during the Initial Period unless the provisions of clause 10 apply.
3. **ERROR RECOVERY AND PROBLEM SOLVING.** Orpak will respond to a reported error and resolve the error within the response and resolution times, differentiated according to the SLA attached as **Annex B**. Customer will report errors (in English) to Orpak's Customers Support Center ("**CSC**"), as further detailed under the SLA. Response time shall be subject to the attached SLA. If the response to or resolution of a reported error falls outside Orpak's Regular Office Hours the errors will be responded as soon as possible within the next Regular Office Hours.

#### 4. MAINTENANCE & SUPPORT FEE

- 4.1 Customer will pay maintenance & support fee to Orpak in the amount set out in **Annex C** ("**Maintenance & Support Fee**").
- 4.2 The Maintenance & Support Fee shall be paid by Customer on a quarterly basis in four (4) equal installments, at the beginning of each quarter (if this MSA started during a calendar year, the Maintenance & Support Fee will be calculated and paid, on a pro rata basis, until the end of the first year, and from then on an annual basis) within thirty (30) days from date of valid invoice. Provision of the Services is subject to full and timely payment of the Maintenance & Support Fee.
- 4.3 It is hereby agreed that the Maintenance & Support Fee shall be subject to quarterly adjustments based on increase in the Israeli Consumer Prices Index (CPI), as published by the Israeli CBS (the "**Index**"). For the avoidance of doubt, the adjustment applies only in the case of an increase in the Index, and the Maintenance & Support Fee shall not be adjusted in case of a decrease in the Index. The adjustment shall be calculated as follows:
  - a. The adjustment percentage shall be equal to the percentage change in the Index known as of the effective date, to the most updated Index published by the Israeli CBS (the "**Adjustment Percentage**").
  - b. The Adjustment Amount shall be calculated by multiplying the Maintenance & Support Fee by the Adjustment Percentage (the "**Adjustment Amount**").
  - c. The Adjusted Maintenance & Support Fee shall be the sum of the Maintenance & Support Fee and the Adjustment Amount (the "**Adjusted Maintenance & Support Fee**").

For example, if the Maintenance & Support Fee is \$1,000 and the Index has increased by 1% since the effective date, the calculation would be as follows:

Adjustment percentage = 1%

Adjustment Amount = \$1,000 \* 1% = \$10

Adjusted Maintenance & Support Fee = \$1,000 + \$10 = \$1,010

- 4.4 Customer may purchase from Orpak development services for system change request and/or system enhancements whether for Customer own business needs and/or as a result of local or global regulatory changes (“**Change Request**”). A Change Request is subject to evaluation and approval procedure as detailed in the purchase agreement or in Orpak’s General Terms and Conditions. Orpak shall provide to the Customer an evaluation report including feasibility, timeline and associated cost related to such Change Request (“**Change Request Price**”); For the avoidance of doubt, it is clarified that the updated Maintenance and Support Fee shall be re calculated based on the total price of any Software Products including the Change Request Price; Orpak shall have the right to accept or reject any Change Request. The balance of additional charges and adjustments shall be due no later than fifteen (15) day from the date of Customer’s acceptance. Orpak reserves the right to withhold Services if the Customer has not made all payments when due. Orpak may offset payments.
- 4.5 Maintenance & Support Fee is exclusive of sales taxes or VAT. If applicable, any such taxes, whether levied on Orpak or not, will be paid by the Customer. At Orpak’s sole discretion, Orpak may pay such taxes and then charge the Customer for such taxes and reasonable expenses incurred thereby.
- 4.6 Unless otherwise agreed, all charges will be in US\$.

## 5. ORPAK’S OBLIGATIONS & WARRANTIES

- 5.1 Orpak represents and warrants that the Services will be performed by trained personnel in a workmanship manner.
- 5.2 Orpak will provide the Services during the Initial Term or any Renewal Period, subject to full payment of the Maintenance & Support Fee. Unless agreed otherwise by the Parties in writing, Orpak shall provide the Services to the Customer, and it is the role of Customer to provide first line support to its end users and/or its own customers as detailed under the SLA. Orpak shall not provide the Services where the Services are required to restore any malfunctioning or failed Equipment where the malfunction or failure results from or is caused by any of the exclusions set out in **Annex D** (the “**Exclusions**”)
- 5.3 Orpak shall not be liable for delay in performance and/or respond times if such delay is caused by unavailability of information, material, personnel, connectivity, Customer’s computing devices, Force Majeure, malicious attacks that are not attributable to the Software itself or any other item or factor, which is to be furnished to Orpak by the Customer.
- 5.4 Orpak shall not be liable to any failure of other products or equipment held by the Customer. Orpak will cooperate with the customer and the other equipment vendors with the aim of resolving such problems, all subject to and pursuant to the terms of this MSA and the SLA.
- 5.5 Orpak shall not be liable to Products and/or Software that have been subject to misuse, neglect, accident, or modification or which have been altered by unauthorized personnel.
- 5.6 Portions of the Software may contain or be derived from materials of third party licensors, which may be subject to additional terms. Orpak’s liability to provide Services to such third-party software shall be subject to that third-party software life-cycle and longevity.

## 6. CUSTOMER’S OBLIGATIONS.

- 6.1 Ensure that the Products and/or Software are installed and kept in suitable premises and under suitable conditions and notify Orpak promptly if any Product and/or Software is discovered to be operating incorrectly;
- 6.2 All reasonable times permit full and free access to Customer’s site and to the Products and/or Software to Orpak, its employees, contractors and agents, and provide them with adequate and safe working space (to include any requirements under any applicable health and safety legislation), and any telecommunications facilities as are reasonably required to enable Orpak to perform the Services;
- 6.3 Provide Orpak with any information that is reasonably requested in the performance of the Services;
- 6.4 Take any steps reasonably necessary to ensure the safety of Orpak personnel when attending the Site;
- 6.5 Not allow any person other than Orpak’s to maintain, alter, modify or adjust the Products;

7. **INFORMATION SECURITY.** Customer of fuel automation systems must strictly adhere to Orpak’s installation instructions when installing the operating system and related products, especially with regards information security and implement, as a minimum, the following security measures: (i) connection through an internal LAN network which is separated from the internet via firewall, system’s IP address hidden from the external public IP address (NAT); (ii) connect to the station via the internet using a secure VPN connection only; (iii) all internet access ports must be blocked, except for ports that are required to operate and maintain the station; (iv) installation of anti-malware systems; (v) implementation of strong password policy that requires minimum 8 characters, degree of complexity and password reset frequency. Password cannot be recovered if lost. Orpak’s support team is at your disposal to assist with the implementation of information security procedures at [cyber@orpak.com](mailto:cyber@orpak.com).

## 8. ORPAK’S LIMITS OF LIABILITY.

- 8.1 Nothing in this Agreement shall limit the liability of Orpak to the Customer for: (i) death or personal injury resulting from its negligence; (ii) fraudulent misrepresentation; (iii) any liability which cannot be excluded by law.
- 8.2 Except as stated in clause 5, the aggregate liability of Orpak to the Customer, whether in contract or tort (including negligence and negligent misstatement) or for misrepresentation, breach of statutory duty, or otherwise arising under or in connection with this Agreement (including liability for recovery of sums paid by the Customer and for all damages, costs and expenses) with respect to all claims arising under or in connection with this Agreement shall be limited to an amount not exceeding 100% of the amounts paid by the Customer during the Term of this MSA.
- 8.3 Subject to clause 5, in no event shall Orpak be liable for any tortious loss (including negligence and negligent misstatement), misrepresentation, breach of statutory duty or for any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise and whether or not Orpak is advised of the possibility of loss, liability, damage or expense): loss of revenue; loss of actual or anticipated profits (including for loss of profits on contracts); loss of the use of money; loss of anticipated savings; loss of sales or business; loss of operating time or loss of use; loss of opportunity; loss of or damage to goodwill or reputation; loss of, damage to or corruption of data; or any indirect or consequential loss or damage howsoever caused.
- 8.4 It is the Customer's responsibility to ensure that the Services are suitable for its needs. In particular, except as expressly set out in this Agreement, Orpak expressly disclaims all warranties of merchantability, satisfactory quality or fitness for a particular purpose or that use of the Services or any part will result in any economic advantage, increase in profits or reduction in costs.
- 8.5 It is Customer's responsibility to ensure the Products are being operated on a duly secured environment and that all the data incorporated on the Products is managed in accordance with all applicable regulations.
- 8.6 It is Customer's responsibility to ensure that all software updates are installed on a regular basis. Orpak shall support and/or provide Services only to the most updated software version released and its immediate previous version. Customer shall be entitled to one annual service upgrade of the Software version purchased.
- 8.7 Portions of the Products and/or the Software may be based on services provided by third parties. Orpak will cooperate with the customer and such third parties with the aim of resolving such problems, all subject to and pursuant to the terms of this MSA and the SLA. Without derogating from the generality of the above, it is clarified that Orpak's shall not be liable for any failure and/or malfunction and/or errors and/or problems that may occur due to the use of such third parties' services. Furthermore, it is clarified that Orpak shall not be liable to any information security and/or operational security breach that may occur due to the use of such third parties' services.
- 8.8 It is the Customer's responsibility to perform daily Backup for its entire Server (including, *inter alia*, DB, Services, Application, etc.). Orpak shall not be liable to any loss of data the customer may suffer due to lack of appropriate backup. It is clarified that Orpak shall charge the Customer on an hourly basis, in accordance with Orpak's then prevailing price list for any time spent in case any restoration of information is required.

## 9. SUBCONTRACTING

Orpak may, in its sole discretion, subcontract any or all of the work to be performed under this Agreement, but will retain responsibility for the work subcontracted.

## 10. TERMINATION

- 10.1 Without prejudice to any other rights or remedies of Orpak, Orpak may terminate this Agreement with immediate effect by written notice if the Customer fails to pay all or any the Maintenance & Support Fee by the due date (save to the extent that there is a bona fide dispute in relation to the whole of the amount unpaid) and continues to fail to pay such sums for 14 days after receipt of written notice to do so from Orpak.
- 10.2 In addition, Orpak may terminate this Agreement subject to 30 days' prior notice to the Customer in the event that Customer, continues to use the Services for standard operational Issues which should be common knowledge for all Orpak's partners and customers;
- 10.3 This Agreement may be terminated by a Party upon the occurrence of any of the following events:
- 10.3.1 immediately by either party on written notice, if the other is in material breach of an obligation under this Agreement and in the case of any such breach capable of remedy has failed to remedy the breach within a period of 30 days after receipt of written notice to do so;
  - 10.3.2 in the event of an adjudicated insolvency of the other party hereto; the commencement by or against the other party hereto of any case or proceeding under any bankruptcy, reorganization, insolvency or moratorium law, or any other similar law (if such case or proceeding is not dismissed within sixty (60) days after commencement); the appointment of any receiver, trustee or assignee to take possession of the properties of the other party hereto; if the other party hereto makes an assignment for the benefit of its creditors or similar arrangements, unless such petition or appointment is set aside or withdrawn or ceases to be in effect within sixty (60) days after the date of said commencement, assignment, liquidation, or dissolution of the other party hereto;
- 10.4 Upon termination of this Agreement, the Customer shall immediately pay all outstanding amounts owed to Orpak pursuant to this Agreement.

10.5 Termination or expiry of this Agreement for any reason shall be without prejudice to the accrued rights of the parties on the date of such termination or expiry.

## 11. CONFIDENTIALITY

11.1 The Customer acknowledges that all information marked “confidential,” as well as any other information unique to Orpak’s business operation, which is revealed to the Customer in connection with this Agreement, is of substantial value to Orpak, and that this value would be impaired if such information would be disclosed to third parties. The Customer agrees that it will keep confidential all proprietary information and will not divulge any such information to any third party without the written permission of Orpak.

11.2 For the purposes of this Agreement, “**Confidential Information**” shall mean certain technical or business information of Orpak or Orpak’s affiliates (“**Discloser**”) which the Customer (“**Recipient**”) may have access to, or otherwise become aware of, prior to expiration or termination of this Agreement that is considered by Discloser as proprietary information, including, but not limited to, specifications, drawings, data, plans, intellectual property, analyses, manuals, records, files, memoranda, reports, historical financial statements, financial projections, budgets, historical or projected sales, capital spending budgets or plans, the identity of key personnel, pricing, call rates, , and all Customer or Orpak specific information. Confidential Information shall not include information:

- 11.2.1 generally available to the public other than as a result of a disclosure by the Recipient;
- 11.2.2 provided to the Recipient on a non-confidential basis from a source that is not prohibited from disclosing such information by a legal, contractual or fiduciary obligation to the Discloser;
- 11.2.3 demonstrably developed by or on behalf of the Recipient independently of the Recipient’s receipt or discovery of the Discloser’s information; or
- 11.2.4 demonstrably in the Recipient's possession or known to the Recipient prior to the Recipient’s receipt or discovery of the Discloser’s information.

11.3 The Customer shall, upon termination of this Agreement, return any information that is marked as confidential to Orpak

## 12. INTELLECTUAL PROPERTY

As between Orpak and the Customer, all intellectual property rights created in the course of the Services which subsists now or at any time in the future shall be the exclusive property of Orpak. To the extent that any intellectual property rights created in the course of the Services vests in the Customer, the Customer assigns (by way of assignment of present and future rights) without payment all such intellectual property rights to Orpak with full title guarantee.

## 13. DATA SECURITY AND PRIVACY

13.1 Customer must strictly adhere to Del-Pak’s installation instructions when installing the operating system and related products, especially with regards to information security and implement, as a minimum, the security measures indicated in **clause 7** above and in any Equipment and Software related documentation.

13.2 To the extent applicable, each Party warrants that personal data of the other Party shall be processed in accordance with the applicable data protection global or national law, regulation, guidelines, ordinance or subordinate legislation relating to the processing, privacy, and use of personal data.

13.3 Del-Pak may collect, access, use and share certain Personal Data (as defined in Del-Pak’s Privacy Policy) and will do so in accordance with Del-Pak Privacy Policy available at <https://vontier466394.app.privacycenter.cloud/#/?tab=HOME>.

## 14. CODE OF CONDUCT.

Del-Pak and Del-Pak’s Affiliates desire to conduct business in accordance with the highest legal and ethical standards. Customer will comply with, and will ensure that its personnel, employees, contractors, and agents will strictly comply with: (i) all applicable foreign, federal, state, and local laws, rules, regulations, codes and ordinances, and (ii) Del-Pak’s Code of Conduct <https://www.vontier.com/sites/default/files/2024-03/Vontier%20Supplier%20Code%20of%20Conduct%20%28FINAL%29.pdf> in effect now and as updated from time to time.

## 15. FORCE MAJEURE

Neither party shall be liable for any failure to perform, or for any delay in performing any of its obligations hereunder, caused by circumstances beyond its reasonable control or which make performance commercially impracticable. Such circumstances include, but are not limited to, fire, storm, flood, earthquake, hurricane, tornado, explosion, accident, acts of public enemies, war, rebellion, insurrections, sabotage, epidemic, quarantine restrictions, labour disputes, labour shortages, transportation embargoes or delays, acts of God, acts of any government or of any agency thereof, judicial actions or any other such external occurrences.

## 16. GENERAL

16.1 Orpak shall be able to assign, transfer (in whole or in part), charge, declare a trust over or deal in any manner with this Agreement or the benefit or burden of or the rights under this Agreement. The Customer shall not without the prior written consent of

Orpak assign, transfer (in whole or in part), charge, declare a trust over or deal in any manner with this Agreement or the benefit or burden of or the rights under this Agreement.

16.2 No amendment of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties.

16.3 Except as otherwise stated in this Agreement, the rights and remedies of each party under this Agreement are in addition to any other rights or remedies under this Agreement or the general law and may be waived only in writing and specifically. Delay in exercising or non-exercise of any right or a partial exercise of any right under this Agreement is not a waiver of that or any other right under this Agreement. Waiver of a breach of any term of this Agreement shall not operate as a waiver of breach of any other term or any subsequent breach of that term.

16.4 If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement or the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Agreement. The parties shall negotiate in good faith to modify any such provisions so that to the greatest extent possible they achieve the same effect as would have been achieved by the invalid or unenforceable provisions.

16.5 This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement, and supersedes and extinguishes any prior drafts, agreements, undertakings, understandings, promises or conditions, whether oral or written, express or implied between the parties relating to such subject matter.

16.6 Each party acknowledges to the other that it has not been induced to enter into this Agreement by nor has it relied upon any representation, promise, assurance, warranty or undertaking (whether in writing or not) by or on behalf of the other party or any other person save for those contained in this Agreement. Accordingly, each of the parties acknowledges and agrees that the only remedy available to it in respect of the subject matter of this Agreement shall be for breach of contract under the terms of this Agreement. Nothing in this Agreement shall exclude liability for fraud or fraudulent misrepresentation.

16.7 Notwithstanding any provision of this Agreement to the contrary, the provisions of clauses 8, 10, 11, 12 and 16 and any other clauses which expressly or impliedly survive expiry or termination of this Agreement for any reason whatsoever shall continue in full force and effect after expiry or termination.

16.8 All notices between the parties with respect to the Agreement shall be in writing and signed by or on behalf of the party giving it. Any notice shall be duly given (i) on delivery if delivered by hand or (ii) 48 hours after sending if sent by first class post or special or recorded delivery (or other "proof of delivery" or "proof of posting" service). Notices shall be sent to the addresses set out under this Agreement.

16.9 This Agreement and any dispute or claim arising out of or in connection with it (including any non-contractual claims or disputes) shall be governed by and construed in accordance with the laws of Israel and the parties irrevocably submit to the exclusive jurisdiction of the Tel Aviv Competent Court.

**Del-Pak Systems LTD**

**Name & Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name & Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

## ANNEX A – LIST OF PRODUCTS

### List of Retail Products

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### List of C&I Products

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## ANNEX B – SERVICE LEVEL AGREEMENT

- 1. Customers' Support Tiers.** Orpak global CSC provides Level 3 support as detailed below (Software updates shall be coordinated in advance).

For the avoidance of doubt Tier 1 & 2 of support and their scope of activities are not included under this Agreement and will be done by Customer or by any third party certified by Orpak (subject to services agreement between the parties).

The below is Orpak's definitions for each Tier of support.

Level of Support	Provided By	Activities
Tier 1 – Call Center	Distributor/Customer	<ul style="list-style-type: none"><li>• Call reception and dispatching</li><li>• Clarifications</li><li>• Solution for generic issues</li><li>• Documentation of the issue (in CRM system)</li></ul>
Tier 2 - Site Level	Distributor/Customer	<ul style="list-style-type: none"><li>• On-site intervention for hardware/ software/ network problems</li><li>• Forecourt and indoor peripherals</li><li>• Basic analysis (logs, description, connection, etc.)</li><li>• Documentation of the issue (in CRM system)</li></ul>
Tier 3 – Orpak CSC	Orpak CSC	<ul style="list-style-type: none"><li>• Traces and deep logs analysis</li><li>• Problems/ bugs fixing</li><li>• Patches and customer releases</li><li>• Software upgrades</li></ul> <p>If a problem cannot be solved locally – it is being escalated to Orpak Customer Support for a deeper analysis. In this case if a bug is found, the problem is escalated to the R&amp;D (level 4) for s/w fix or patch.</p>

**2. Remote support coverage**

Orpak Business Days/Hours:

SUN – THU

9AM – 6PM

### 3. Error severities:

Each error will be assigned by the Customer in collaboration with Orpak one of the following priority levels:

Critical (Severity Level 1)	Unable to use the system to trade or System is completely offline and cannot operate.  The system is down or crashed directly due to the software and is unresponsive to input.
Major (Severity Level 2)	Partial System Failure Some components of the system are offline, but the retail site can continue operations.  The system functions but does not perform certain functionality correctly and data may be corrupted or lost.
Minor (Severity Level 3)	System configuration requests or other general inquiries.  The application operates but contains minor inconveniences.

It is hereby agreed that in the event an error was wrongly classified by the Customer, Orpak will be entitled to re-classify the error correctly in accordance with the above classification criteria.

### 4. Response time definition

For Retail Products:

Priority level	Response time*
Critical (Severity Level 1)	60 Minutes
Major (Severity Level 2)	4 Hours
Minor (Severity Level 3)	24 Hours
Within regular office hours	

For C&I Products:

Priority level	Response time*
Critical (Severity Level 1)	4 Working Hours
Major (Severity Level 1)	1 Business Day
Minor (Severity Level 1)	3 Business Days
Within regular office hours	

\* Time during which Orpak must log the error and respond to the Customer that the error is logged and being processed.

### 5. Resolution time

For Retail Products:

Priority level	Resolution time*
Critical (Severity Level 1)	24 Hours
Major (Severity Level 2)	2 Business Days
Minor (Severity Level 3)	30 Business Days



For C&I products:

Priority level	Resolution time*
Critical (Severity Level 1)	5 Business Days
Major (Severity Level 2)	12 Business Days
Minor (Severity Level 3)	120 Business Days

- Resolution Time – the period of time during which Orpak must provide a permanent fix or a Workaround.
- A Workaround - where it is impossible to correct a Malfunctioning within the defined Resolution times, a modification to the products in question in such a way that although the Malfunctioning continues to exist, it no longer prevents the Product from being used.
- Orpak's obligation to Resolution Time shall commence only after an error ticket has been open in its systems, and after the real root cause of the error has been identified.
- In any case of lack of information and/or Orpak's inability to access the Customer's systems and/or any other incident that may prevent Orpak from providing the services, and which is not dependent on Orpak, such period shall not be calculated as part of the Resolution Time.
- Orpak guarantees to resolution of 90% of the tickets within the Resolution times defined in this clause 5
- The Resolution Time undertaking shall not apply during the first 3 months of any new release/Software version.

#### **6. Ticket closure**

The Customer hereby agrees to close error tickets resolved by Orpak within 14 days as of the resolution of an error. In the event the Customer didn't close a ticket within the said 14 days or in the event the Customer didn't answer Orpak questions and/or didn't provide Orpak the information or details required by it to resolve the error for a period of 14 days or more, Orpak will be entitled to close the ticket.

**ANNEX C - MAINTENANCE & SUPPORT FEE**

Annual Fee \_\_\_\_\_

## **ANNEX D – EXCLUSIONS**

1. Work to equipment casing, including deterioration of glass, glass fibre or acrylic panels including stickers / decals and corrosion.
2. Electrical cables external to the pumps and/or equipment.
3. Testing of lines or tanks
4. All modifications to Equipment e.g. software updates, changes of grade, changing of internal pipework
5. All accident damage repairs. Including hose, nozzle detachment, stickers / decals
6. Equipment vandalism, abuse or misuse, including staff misuse
7. Any adjustment, repair or replacement of parts required to change the measuring performance of the Equipment if the current performance of those parts are within the current weights and measures inspection tolerances specified by applicable legislation.
8. All work considered to be remediation, i.e., the activity required to make equipment operational following incorrect installation or interference from a 3rd party.
9. Damage caused by water ingress.
10. Calls instituted as a result of operator error or where the Customer fails to reasonably validate the fault in question.
11. Damage caused by power fluctuations or failure including those due to climatic factors and or rodent damage
12. Work carried out on other equipment that is not listed on the Contract service schedule.
13. Replacement parts where equipment modifications have been made (standard parts only).
14. All contract exclusions undertaken on a time and material basis against a separate order.
15. Any jobs where no fault is found upon attending site, on contracted equipment, site running on attendance or call not cancelled prior to engineer's arrival
16. Replacement of lost / missing keys or site equipment
17. Replacement of consumable parts including batteries, printer ribbons, replacement pin pads and cables unless a quality defect can be clearly established.
18. A defect in the manufacturer's design of the Equipment;
19. Faulty materials or workmanship in the manufacture of the Equipment;
20. Any maintenance, alteration, modification or adjustment performed by persons other than Orpak or its employees or agents;
21. The Customer or a third party moving the Equipment;
22. The use of the Equipment in breach of any of the provisions of the agreement under which the Equipment was supplied;
23. Repairs required due to the neglect or misuse of the Equipment.