

## RELIABILITY SERVICES TERMS OF SUPPLY

### 1. Interpretation and application of Rotork General Services Terms

- 1.1 The terms set out in these Reliability Services General Terms 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 Services Terms which are found here [Rotork: Provision of Site Services by the Rotork Group](#) ("GST").
- 1.2 Unless expressly excluded in the Contract, these Reliability Services General Terms, are designed to complement and apply alongside the GST but where there is any conflict or ambiguity between them, these Reliability Services General Terms shall take priority, in accordance with clause 2 below.
- 1.3 The definitions and rules of interpretation set out in Schedule 1 shall apply to these Reliability Services Terms and shall serve to amend the definitions under the GST to the extent they relate to the provision of Reliability Services (including any ancillary iAM Services or iAM Reports), provided that any capitalised term which is not defined in these terms but is defined in the GST shall continue to be construed in accordance with the GST definitions.
- 1.4 Any reference to a clause or to a Schedule shall be reference to a clause or Schedule of these Reliability Services General Terms unless the wording otherwise expressly or impliedly refers to a clause or Schedule of the GST or other set of terms (as applicable).

### 2. Applicable Terms

- 2.1 The Contract for provision by Rotork to Customer of Reliability Services shall comprise of the following and, in the event of conflict between any of the following, the document mentioned first shall take priority:
- any terms expressly set out (not referenced) in the Reliability Services Order Form and any Additional Work Order;
  - 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 which have been expressly acknowledged by and agreed to by Rotork in writing;
  - these Reliability Services General Terms;
  - the GST;
  - any other terms referenced in the Reliability Services Order Form;
  - 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. The Contract Term will be set out in the Reliability Services Order Form or will be otherwise agreed in writing by the Parties.
- 3.2 Unless otherwise agreed and specified in the Reliability Services Order Form, the terms set out in the GST 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 compliance by the Customer with the Customer obligations in the Contract, Rotork shall perform the Reliability Services in accordance with any specified Service Plan Tier(s) which may be set out in the Reliability Services Order Form.
- 3.4 Where the Service Plan Tier includes a Reliability Services Annual Visit, the date of the first Reliability Services Annual Visit shall be set out in the Contract, or otherwise agreed in writing by the parties 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 under the Contract are up-to-date. Without prejudice to its other rights under the Contract, Rotork has a right to suspend the Contract in its entirety or any relevant services and materials provided under the Reliability Services package where the Customer fails to pay any payments required under any Contract by the dates of final payment, until the Customer has paid its fees due in full.
- 3.6 At any time during the Reliability Service Term, the Customer may request that Rotork carries out a Reactive Visit to inspect or repair an 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 Contract or, where none is specified, in accordance with Rotork's current price list and may be invoiced separately to the Customer.
- 3.7 If in the course of providing the Works, Rotork in its sole discretion recommends that any Additional Work is advisable or required, Rotork shall inform the Customer and may, where relevant, provide Customer with an Additional Work Quotation, which shall contain the following information, as applicable:
- the price for any suggested or recommended Additional Work, including the price for any New Parts;
  - the estimated lead time for the delivery of the New Parts;
  - the estimated time required to carry out the Additional Work;
  - whether the Additional Work will be carried out On-Site or Off-Site; and
  - whether Rotork will provide and, if appropriate, install and commission, a Loan Asset whilst the Additional Work is ongoing.
- 3.8 The terms of any Additional Work agreed by the parties pursuant to an Additional Work Quotation shall, upon Acknowledgement by Rotork, become an Additional Work Order and will be incorporated into the Contract.

### 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 the exchange rate between the currency quoted and the Great British Pound changes at any time between the date of quotation and the final date for payment by a factor of five

percent (5%) or more. Such changes shall be calculated 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 will be determined by the Service Plan Tier (where applicable) purchased by the Customer as set out in the Contract and Rotork's list prices as at the date of quotation.

## 5. Customer's Obligations to provide information

The Customer's obligations under the GST 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 data log information for iAM Reports where such reports have been requested by Customer or are otherwise part of the Contract package of services. Rotork shall not be held responsible or liable for any failure in performance, delay in performance or inaccurate information provided in the performance of the Reliability Services or any part of them where such failures or delays were caused by the failure by the Customer to provide prompt and accurate information or materials on which Rotork's services were dependent.

## 6. Warranties and liability

6.1 Reliability Services: In respect of Reliability Services (excluding iAM Reports or iAM Services), the GST 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 for Work and Asset repairs in these terms, the Warranty Period in respect of such replacement Asset or repair Work ("**Applicable 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."

6.2 iAM Reports or Services: In respect of any iAM Reports or iAM Services provided as part of the Reliability Services: the following warranty in this clause 6.2 shall apply to the exclusion of any other warranty as provided under the GST. Rotork warrants that:

- (a) without prejudice to any disclaimers provided under these terms, the iAM Services will be performed with the skill, care and diligence to be reasonably expected from a supplier with expertise in the provision of the iAM Services (or similar services);
- (b) it will provide the iAM Services in accordance with any applicable law;
- (c) it has, and will continue to have, all licences, consents and permissions necessary for the performance of its obligations under this Agreement.

All other warranties and representations as to the iAM System and the contents of any iAM Report, whether statutory or implied, are hereby expressly excluded to the fullest extent permitted by law and in particular, no iAM Report or any iAM Services are guaranteed to be in any way capable of predicting future performance or non-performance of any Asset.

6.3 Where Rotork is found to be in breach of the above-mentioned warranty under clause 6.2, then as the Customer's sole remedy and Rotork's sole liability for such breach, Rotork will, at its discretion, re-perform the relevant iAM Service or iAM Report found to be in breach or refund the Customer the amount paid by the Customer relating to such defective iAM Service or iAM Report. Such remedy is conditional on the Customer notifying Rotork of the breach within 12 months of the delivery of the relevant iAM Service or iAM Report ("**iAM Warranty Period**").

6.4 For the avoidance of doubt, the clauses specifying the limitations on liability for Rotork specified in the GST shall be amended by reference to the sole remedies provided under these Reliability Services General Terms.

## 7. Disclaimers

7.1 In any circumstances where Rotork recommends Additional Work or any other works, services or replacement of parts outside the scope of the Works to be carried out, but the Customer fails to follow such recommendation or allow such works or services to take place:

- (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 works agreed to be provided shall be governed by Rotork's standard terms and conditions of service for maintenance services to the exclusion of the terms of the Contract.

## 8. Reliability Services which incorporate iAM Reports or iAM Services

8.1 The Reliability Services package may in some cases incorporate the delivery of iAM Reports and/or iAM Services. iAM Services and iAM Reports are based on analysis undertaken by the iAM System of data collected from data logs in the Customer's Asset(s). The data logs in the Assets collect specific historic data relating to the performance of the relevant Asset. Where any iAM Reports or iAM Services are to be provided as part of such a combined Reliability Services offering, this shall be specified in the Reliability Services Order Form, including the extent of the iAM Reports and/or iAM Services to be provided.

8.2 Where the Reliability Services include the provision of any iAM Report and/or other iAM Services to the Customer the Customer agrees with the terms of this clause 8.

8.3 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.

- 8.4 Rotork shall not be responsible for, and gives no representation or warranty as to, the quality, accuracy, fitness for purpose or content of any iAM Services, including any iAM Reports and shall in particular not be held responsible for any inaccuracy in recommendations or information provided in, or given pursuant to, an iAM Report which is based on Customer Data.
- 8.5 The iAM Reports, data, analyses, and recommendations, are provided on an “as is” and “as available” basis. Whilst iAM Services have been developed by Rotork to give the Customer information that can help the Customer better understand their Assets, the iAM Services and iAM Reports are probabilistic in nature and are not capable of definitively predicting future performance or non-performance of Assets. The Customer agrees that any data or information set out in iAM Reports is indicative and non-conclusive, and shall not rely or seek to rely on the iAM Reports, data, analyses, or recommendations to identify or predict Asset failure or non-performance.
- 8.6 Rotork reserves the right to change the content and format of its online platforms, reports and/or configuration of the iAM System and iAM Reports at its sole discretion as it evolves and develops its services and products.
- 8.7 Rotork may collect, process and input data collected from the Customer and any Rotork-supplied actuators into its iAM System data base and use its advanced analytics software to evaluate, analyse, develop, and/or report on such data. Collection and sending of such data to the iAM System may be undertaken manually at the Customer Site or, as the technology develops, via remote connectivity through Ethernet, Bluetooth®, a mobile phone app or such other internet connected devices and platforms Rotork operates in conjunction with its iAM System platform. The method of collection will be agreed and set out in the Contract or otherwise will be at the reasonable discretion of Rotork.
- 8.8 The Customer shall:
- (a) be responsible for the accuracy and content of Customer Data and Rotork shall not be held responsible for any Reliability Services, recommendations, iAM Reports, information or data produced by the iAM System or provided to the Customer pursuant to any iAM Services or iAM Reports which are based on or reliant upon information or data supplied by the Customer or collected from its Asset;
  - (b) not allow or permit a third party to access the iAM System or access the Customer’s iAM or mobile application account with Rotork unless prior approval to do so is given by Rotork;
  - (c) not attempt to replicate, reverse engineer, adapt or decompile the iAM System, any iAM Services, iAM Dataset or any Rotork-supplied product in any way in order to create or identify a means to create a product or service which would compete with the iAM Services or iAM System. For the avoidance of doubt a product or service shall still be deemed to “compete” with Rotork where it is used internally within a business and is not offered for sale to the general public.
  - (d) be responsible for ensuring that its own software and IT security protocols are compatible with, and enable the Customer to access and view, the iAM System and iAM Reports and benefit from the full functionality of the iAM System and iAM Services;
  - (e) (subject to any additional services or Reliability Services agreed under which specific responsibilities may be held by Rotork) be responsible for ensuring that its actuator or flow control valves and all other parts of the system to which the relevant data log is connected, are in a safe and operational state (where required) and capable of allowing for the safe extraction of data from the data logs to be sent to the iAM System at the times and dates when the data is due to be collected and/or exported to the iAM System;
  - (f) be responsible for ensuring a secure and steady connection at its Customer Site in order for the relevant internet-reliant functions to operate, where this is indicated as necessary by Rotork.
  - (g) comply with the additional Rotork digital services terms of use, Rotork digital services privacy policy and the acceptable use policy where applicable where the Customer uses a Rotork mobile application and/or website to access any iAM Services, the iAM System or the iAM Report. These terms can be found on Rotork’s website or on request from Rotork.
  - (h) be responsible for ensuring that it is legally permissible in the Customer territory, and Customer itself holds the legal rights necessary in its territory, to share the Customer Data with Rotork, its third party contractors and the iAM System and to instruct the processing of Customer Data by Rotork, its third party contractors and the iAM System in accordance with the Contract, including for the generation of any iAM Report or provision of iAM Services. To the extent permissible by law, Rotork shall not be held responsible for the use or processing of Customer Data in accordance with the Contract where such transfer, use or processing is prohibited under the applicable laws in the Customer territory and shall be entitled to suspend or terminate (without liability to the Customer) any Reliability Services or parts thereof which it reasonably considers may not be legally permissible under the applicable laws. 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 or processing of such data where it is not legally permissible under the laws of the Customer’s territory;
  - (i) 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.
- 8.9 Intellectual property in the iAM System and iAM Reports
- (a) The Customer will not acquire any title, right or interest in or to any IPR relating to the iAM System, the content or form of iAM Reports other than is set out in these terms.
  - (b) Rotork hereby grants to the Customer a non-exclusive, perpetual, worldwide, royalty-free licence to use any IPR in iAM Reports provided to the Customer solely for the Customer’s internal business for evaluating the operational performance of Assets.
  - (c) Customer hereby grants to Rotork a non-exclusive, irrevocable, perpetual, worldwide, royalty-free licence to use the Customer Data to:
    - (i) offer the iAM Services including any technological development or accessory which can be used in connection with iAM Services;
    - (ii) develop, improve and monetise the iAM System, iAM Dataset and any other Rotork product; and
    - (iii) better understand and report on the use of Rotork products in the field.
  - (d) The sole liability of Rotork to the Customer in respect of any claims for infringement of a Third Party’s IPR, will be to indemnify the Customer against any reasonably and properly incurred liabilities resulting from a Third Party claim that

the use by the Customer of any of the iAM Services provided by Rotork under the Contract infringes any IPR owned by such Third Party.

- (e) The **indemnity contained in clause 8.9 (d) will not apply for claims for infringement in respect of:**
- (i) losses resulting from the Customer failing to observe its obligations under this Agreement; and/or
  - (ii) losses that the Customer could have mitigated but did not.

## 9. Termination and Suspension

- 9.1 Subject to the Reliability Serviced Order Form or written agreement of the Parties 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, provided that any such notice shall not be served by the Customer 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 terms and payment of due amounts by the Customer.
- 9.2 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 for three or more consecutive months following final date for payment, Rotork shall be entitled to consider the Contract terminated by the Customer without notice, and the terms of clause 9.3 shall apply.
- 9.3 In the event of termination pursuant to Clause 9.2 above, or for convenience by the Customer in accordance with clause 9.1 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) the monthly fees in respect of the relevant notice period;
  - (b) the overdue unpaid fee amounts (including interest where applicable); and
  - (c) the remaining unpaid amount of fees for the remainder of that Contract's calendar year;

('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.

## 10. Entire Agreement

- 10.1 The Contract constitutes the entire agreement between the Parties with respect to its subject matter.
- 10.2 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.
- 10.3 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.
- 10.4 The Contract and any disputes connected with the Contract and the courts or places holding jurisdiction shall be governed by the relevant GST.

## SCHEDULE 1 INTERPRETATION

### 1. Definitions

In these terms and conditions and the Contract:

“**Asset**” the Rotork-supplied asset owned or operated by the Customer in relation to which the Work or Additional Work will be performed under the Contract.

“**Additional Work**” means any additional Work or services which have not otherwise been agreed in the Contract.

“**Contract Term**” the term of the Contract as set out in the Reliability Services Order Form, as may be extended by the agreement of the parties or where not otherwise specified, shall be a period of twelve months (12) from the Effective Date.

“**Customer Data**” – means any data relating to the Customer, the Customer site or any Asset (including any actuator’s data log information) provided by the Customer or collected by Rotork during the course of the Reliability Services Term or otherwise provided or collected for the purposes of performing the Work.

“**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(s).

“**iAM Report**” means a report provided using the iAM System relating to an Asset’s historic performance using data taken from the Asset’s data log.

“**Off-Site**” means the location or site where the Work or Additional Work 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;

“**Reactive Visit**” means an On-Site visit to the Customer’s site at the request of the Customer which was not otherwise specified as a scheduled site visit under the Contract.

“**Reliability Services Annual Visit**” means a scheduled annual On-Site visit or inspection carried out by Rotork relating to the applicable Asset covered by the Reliability Services, 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 signed by the Customer and signed or otherwise Acknowledged by Rotork setting out the Reliability Services to be provided, the Reliability Services Effective Date, Contract Term and Service Plan Tier, where applicable.

“**Reliability Services Term**” means the duration of the Contract commencing on the Effective Date and ending on the earlier of the expiry of the Contract Term or the termination of the Contract.

“**Reliability Services General Terms**” or “**these terms**” means the terms and conditions set out in this document as may be amended from time to time.

“**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 9.3 of these terms.

“**Third Party**” means any legal or natural person other than the parties to the Contract.

“**Work**” means any Reliability Services or other work (which may include iAM Services and/or iAM Reports as applicable) performed under a Contract.