



**The present Terms and Conditions for On-site and Remote Support Services (“the Terms”) shall apply to all agreements involving DEIF installation services and remote support services. The Terms apply in addition to any contract entered into between the Customer and DEIF regarding DEIF solutions and/or product supplies.**

1. DEIF shall perform and deliver the service(s) confirmed to the Customer in accordance with the provisions of these Terms and with the degree of skill and care required by currently prevailing best industry practices.
2. The services of DEIF personnel are confined to product programming, calibration, troubleshooting and testing of products, supplied by DEIF. The Customer is responsible for overall plant operation, testing, and project management at the site.
3. In addition to the measures of preparation for installation to be taken by the Customer prior to the job in accordance with the quotation, order confirmation or itemized preparation document, it is assumed that throughout the installation/commissioning/remote support services process:
  - Qualified and authorized staff of the Customer is present or immediately available and that staff can communicate in the English language.
  - DEIF staff (or DEIF contractors) has access to the installation site free of disturbances and that testing can be performed freely (or at least during acceptable time slots sufficient for testing or according to previously agreed testing procedures).
4. Any product supplied by DEIF to be adapted or programmed on site or serviced remotely is specified on the basis of information and documentation at hand as to prevailing site conditions and the technical environment with which the product or system supplied by DEIF is to rely, control or interact, such as but not limited to: switchboards, cabling, wireless network, monitors, engines, alarm systems or generators (including equipment interfaces and functionalities), as well as information at hand as to such equipment or other contributions to be supplied and/or installed on site by other vendors. It is assumed that prevailing site installations are compliant with applicable regulations and standards. The risk of any effects of incorrect or insufficient information or non-compliance with regulations or standards shall rest with the Customer. The Customer is responsible for installation, cabling, and interfacing of all equipment connected to any delivered DEIF product prior to commissioning or remote support services except to the extent any such responsibility has been specifically assumed by DEIF in writing.
5. The Customer has to give DEIF a minimum 10 business days’ notice before technical assistance for commissioning is required on site. Before the service is commenced, it should be verified that the installation is functioning and is complete. All signals should be loop tested prior to commissioning. The allocated days and terms for commissioning are counted from day of departure home to day of return home base.
6. The representative from DEIF carrying out commissioning and start-up or remote support services is solely responsible for products supplied by DEIF and their functions according to the specifications agreed. Any additions or changes outside the agreed specifications have to be clarified with the project manager with regard to technical changes, price adjustments, and changes in delivery time or other conditions.
7. If the Customer’s preparatory work is not finished before the agreed date or time on which the installation, commissioning, or remote support services is/are due to start, DEIF will consult with the Customer and seek to agree how to proceed. In some circumstances DEIF could carry out the work at the Customer’s cost, or delay installation until the Customer has completed the work. The Customer shall be responsible for the extra reasonable costs DEIF incurs caused by any delay.

It is expressly understood that – unless explicitly agreed otherwise between the parties as evidenced by a duly signed document – any of the following activities or services are not included in the agreed services or service charges:

- a) any action or activity that is required due to misuse or improper use of equipment, or an negligent act of the Customer, his technicians or any third parties (excluding DEIF or any one on its behalf); or
  - b) any fault in any associated material, equipment or accessories, not provided by DEIF; or
  - c) failure, instability or unsuitability of parts, tooling or accessories not provided or explicitly approved by DEIF; or
  - d) any action or activity that is required due to Force Majeure or due to external influences like improper power supply or mobile connectivity, vibration, radiation, destruction including damage caused by vehicles, lock-outs, violence, vandalism and other occurrences; or
  - e) delivery and/or replacement of products or consumables, unless explicitly stated in the description of the purchased services purchased hereunder;
  - f) any action or activity that is required due to normal wear and tear;
  - g) use of input signals, use of software, and/or use of hardware or accessories not provided or explicitly approved by DEIF.
8. In the event that installation, commissioning, or remote support services process delays beyond the number of hours/days stipulated in the quotation or order confirmation due to reasons not attributable to DEIF, extra time will be charged for (including any waiting time) and invoiced separately at DEIF’s then current standard rates for service engineer services. Delays may also be caused by the Customer requiring functionalities not foreseen in the quotation or order confirmation. Where circumstances prevent the installation, commissioning, or remote support services completion, DEIF reserves the right to leave the installation job/site/remote support services call and return again once the hindering circumstances have been removed. All related extra costs will be invoiced accordingly.
  9. The Customer is responsible for project management at the site and for advising DEIF well in advance of the scheduled on-site or remote support services of any local safety requirements or codes or special precautions that must be adhered to by DEIF staff during the performance of services. If special personnel safety equipment is mandatory, the Customer is responsible for providing the DEIF service engineer with such equipment or specialist training. DEIF reserves the right to discontinue on-site or remote support services in the event that the DEIF staff deems working conditions unsafe (irrespective of compliance with any applicable safety code or requirement).
  10. Unless to the extent specifically agreed in writing, the price of installation and/or commissioning is exclusive of travel and accommodation for DEIF staff (and staff of any DEIF installation contractor). Travel and accommodation will be charged at cost plus a handling charge of 15%. The DEIF staff will usually be staying at hotels at a reasonable quality level and as close to the installation site as possible. If the site is located beyond reach of public or private transportation the Customer shall provide for suitable means of transport and local accommodation for the DEIF staff.
  11. **LIMITATION OF LIABILITY**  
The liability, if any, of DEIF for damages, whether arising from breach of the terms agreed for the supply of products, or otherwise with respect to the installation, commissioning, or remote support services work hereunder, is limited to an amount not to exceed the total value of the order giving rise to the liability. Nothing herein is intended to relieve DEIF from liability for third party claims relating to personal injury, death, or tangible property damage to the extent caused by DEIF or its respective employees’ or contractors’ wrongful or negligent acts or omissions.
  12. **DISCLAIMER**  
DEIF SHALL HAVE NO LIABILITY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR GOODWILL ARISING FROM ANY FAILURE OR MATTER ARISING UNDER THE INSTALLATION OR COMMISSIONING. Additionally, DEIF shall have no liability for any claims or damages arising from or related to: (1) pre-existing site conditions, construction or design; (2) information, data or documents provided by the Customer for use by DEIF in connection herewith; (3) work of third parties not under contract to DEIF; and (4) environmental pollution or exposure to hazardous materials except as directly and solely caused by work performed by DEIF hereunder.
  13. All disputes arising out or related to these Terms shall be submitted to the responsible management of the parties for amicable resolution. In the absence of settlement the laws of Singapore shall govern the relationship, and the courts of Singapore shall have exclusive jurisdiction.

The Terms and Conditions of Sale and Delivery for Products of DEIF shall apply for any supply of DEIF hardware products.