Biotage Sweden AB

TERMS AND CONDITIONS FOR SERVICE

A. COMPANY RESPONSIBILITIES

1. To carry out services for Customer regarding preventative maintenance and emergency calls under the terms and conditions of the agreement. Also to fit replacement parts where necessary in accordance with the terms and conditions of the agreement type.
2. Preventative maintenance visits will be made at a mutually agreed time, however, the Company will have the overriding authority in scheduling such visits.
3. To use well trained and responsible held service engineers.
4. To advise the customer of any problems resulting from negligence, inexperience, lack of maintenance, misuse etc., on the part of the user(s) of the equipment.
5. To obey site/establishment rules and procedures where we have been advised of these.
6. To be sensitive to the customer's needs, working conditions and priorities insofar as this does not conflict with the terms and conditions of this agreement.
7. To carry adequate insurance to indemnify a customer against damage resulting from negligent action of a Company employee.
8. To use its reasonable endeavours to provide an Engineer in response to a request for emergency service.

B. CUSTOMER RESPONSIBILITIES

1. Customer's premises and the condition of equipment/installations contained within the premises must comply with any current health and safety legislation and any other special regulations applicable to the particular type of establishment and country.
2. Equipment must be free from pathogenic, toxic and radioactive material before our engineers are allowed to work on it. This also applies to equipment returned by a customer to our work-shop/factory. The Customer must produce documentary evidence that decontamination has been performed if requested.
3. Adequate physical access to the equipment must be provided for service purposes
4. Our service engineers should not be impeded from carrying out proper maintenance without due cause, If such impediment occurs and results in extra time or visits, then this will be charged for at our normal rates.
5. To heed advice given on the proper care and use of the equipment.
6. Customer undertakes to indemnify and hold harmless the Company from and against all liabilities, losses, damages, costs, charges, expenses, actions, proceedings, claims and demands incurred by or brought against the Company and arising directly or indirectly out of or in connection with any breach of any of any Customer's obligations to the Company or any wilful default or negligence on the part of Customer or any of its officers, employees or agents.

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C. EXCLUSIONS

1. The Company shall not be deemed to be in breach of the service agreement to the extent that it is prevented from or delayed or hindered in complying with its obligations by any circumstances which are beyond its control or which it could not reasonably have been expected to control including (but not limited to) any act of God (fire, flood, etc.).
2. The Company's liability shall not extend to wasted expenditure, loss of profit, increased loss or any other indirect, consequential or economic loss, injury or damage.
3. Instrument problems caused by the use of non-Biotage supplies and spare parts are not covered by the service agreement. Any expense incurred for service due to the additional exemptions listed will be the sole responsibility of the customer and will be charged at standard labor rate:
   - Blockages in tubing
   - Tubing or fitting failures due to blockages
   - Use of incorrect 3rd party components.
   - Computer failure or any other associated peripheral or third party software
   - Columns and guard columns
4. Our service agreements do not include updating, upgrading, or modification of instruments except where this is deemed by the Company to be a safety requirement.
5. The service agreement does not cover the maintenance required to be carried out by the customer and detailed in the appropriate instruction manuals supplied with the instrument
6. Our service agreement prices are based upon normal laboratory use of equipment, If equipment is put to abnormal use then the agreement prices may be adjusted accordingly. By normal use we mean that the equipment is used within its stated environmental specification and that it is only required to operate within stated performance specifications.
7. The Company shall be relieved of its obligations hereunder in relation to an instrument if:

   a. The instrument is damaged through accident, misuse, theft, fire, water or neglect except where this is directly due to any act or omission of the Company its employees or duly authorised agents.

   b. The Customer employs additional attachments, features or devices to the instrument (except those specifically authorised by the Company in writing or in its Customer Instruction Manual) or makes any alteration to the Instruments(s) or carries out any maintenance of the same without the Company's prior written consent.

   c. The instrument has not been used in accordance with the instructions in the Operators Handbook. In addition, where the Instrument is controlled by or used in conjunction with Personal Computers and/or Interfacing or Management Software these are not included in any Service Contract Agreement outside the suppliers' normal terms of warranty. It is therefore recommended that, if required, service support should be arranged for these items through an alternative supplier.

8. Certain parts are excluded from service agreements because they are either customer consumables, sample accessories of a fragile nature or have a life that is directly related to usage.
9. Work carried out under a service agreement will be performed between 9am and 5pm Monday to Friday exclusive of National Holidays. Work done outside these times will be by mutual agreement and may be charged for.
10. All services will be suspended automatically if service agreement invoices have not been paid 30 days from date of issue.
11. Nothing in these conditions will operate to exclude, restrict or limit any liability of the Company for death or personal injury resulting from negligence.
12. These general conditions supersede, exclude and extinguish (and Customer shall not rely on and the Company shall not be liable under) any other warranty, condition or representation whatsoever in relation to the services provided by the Company.
13. ACCEPTANCE -The Company reserves the right, at its discretion to inspect any equipment prior to acceptance for inclusion in any service agreement, if the equipment in question has not been supported under any Biotage maintenance program in the period immediately preceding the request for inclusion on the agreement. The inspection and any remedial action required to bring the equipment to an acceptable standard, i.e. at the discretion of the Company chargeable at current rates.
14. This Agreement is not transferable without prior written Consent of the Company

D. SOFTWARE

Biotage software upgrades are included for the term of this contract. The customer will receive patches for bug fixes for the existing software version. New software versions that add additional capability are not covered under this contract. All third party software upgrades are not covered under this agreement.

E. CANCELLATIONS

Service agreements may be cancelled by either party giving three months notice. A pro-rate refund or credit will be issued to a customer where cancelled by Company. No refund is applicable where cancelled by Customer.

F. PAYMENT

Prices are exclusive of VAT and payable in advance.

G. ADDITIONAL CHARGES

Extra charges may be made for time taken to attend on site safety briefs/presentation carried out by Customers.