

# General Terms and Conditions for Service Contracts

## 1 Scope

- 1.1 These General Terms and Conditions for Service Contracts shall govern offers for sale and legal transactions made by LS Instruments AG or its subsidiaries ("Seller"), namely the delivery of services. These Terms shall be applied unless details of the individual transaction are otherwise agreed upon in writing.
- 1.2 Any departure from the terms and conditions mentioned in 1.1 above shall be valid only if expressly accepted in writing by the Seller. Any contradicting General Terms of the Buyer are expressly objected to, so that they do not become part of the contract.

## 2 Term

- 2.1 The contract shall be deemed concluded upon written confirmation by Seller of an order received or upon dispatch of a delivery.
- 2.2 Particulars appearing in catalogue, folders etc. as well as any oral or written statements shall only be binding if Seller makes express reference to them in the confirmation of the order.
- 2.3 Subsequent amendments of or additions to the contract shall be subject to written confirmation.
- 2.4 The contract is effective from the start date and shall continue for a term as referred on the contract.
- 2.5 Seller may withdraw individual item(s) from this agreement upon thirty (30) days prior written notice if the equipment cannot be properly or economically repaired on-site due to customer-caused excessive wear or deterioration.
- 2.6 All contracts commence on the 1<sup>st</sup> day of the month and end the last day of the month for a term as referred in the contract. All days prior to the commencement date of the contract will be billed on a prorated basis.
- 2.7 Seller or the customer may cancel the contract at any time with thirty (30) days written notice.
- 2.8 If the Invoice for contract service is not paid within net thirty (30) days, the contract service will be suspended. Customer will be contacted by a representative from the Seller in order to resolve the outstanding invoice. Contract will be cancelled if not paid or resolved within

60 days from date of the invoice. To restart a contract after it has been cancelled, a pre-contract inspection is required plus payment of the balance due on the cancelled contract and payment in advance for the new contract.

- 2.9 The contract service will be invoiced in advance of the service period for the full service period.
- 2.10 Warranty contracts cannot be cancelled.

### **3 Renewals**

- 3.1 Renewal notices will be sent 60 days in advance of the contract expiration date. Receipt of purchase order is required to renew a contract. If a new purchase order is not send, Seller will attempt to contact the customer by phone.

### **4 Eligibility for Service Agreement**

- 4.1 All equipment to be included under this agreement shall be listed in the contract. The customer shall pay all charges incurred in restoring the equipment to good operating condition at Seller per call rate then in effect.

### **5 Service Responsibilities**

- 5.1 Seller agrees to perform work in accordance with specifications in the contract or the agreed service package during the period specified in the contract. Work will be provided by Seller during normal working hours. Seller agrees to respond to remedial maintenance service requests within the time specified on the contract. A service representative must be notified to initiate the service call using the service ticketing system available on the website of the Seller.
- 5.2 Spare parts will be furnished on an exchange basis and will be new standard parts of equal quality. Replaced parts removed from the system become the property of the Seller. All customer consumable items such as cuvettes, tracer particles etc. are excluded from contract coverage.

### **6 Period Of Service Availability & Charges**

- 6.1 The basic maintenance agreement charge entitles the customer to on-site maintenance service. Seller commits to respond to the customer's request via the support portal within 48h hours. If on-site service is required, scheduling is based on availability of service personnel. Seller guarantees at least one on-site service per year.
- 6.2 In addition to all charges provided in the maintenance agreement, customer shall pay to Seller an amount equal to any customs, import duties, federal, VAT, state, municipal, other government excise, sales, use, occupational, or like taxes now in force or hereafter enacted

which Seller is required to collect. Provided, however, that the customer shall not be responsible for any tax based on Seller's net income or for any franchise or other tax imposed on Seller for the right to conduct business in the customer's state.

- 6.3 All prices are subject to change on the anniversary date of the contract. The customer will be notified sixty (60) days in advance.

## **7 Exclusions**

- 7.1 Maintenance service is contingent upon the proper use of all equipment and does not cover equipment which has been modified without Seller ' written approval, or which has been subjected to unusual physical or electrical stress. Seller shall be under no obligation to furnish maintenance service (preventative or remedial): (1) adjustment, repair or parts replacement is required because of supplies, operator-caused error, or repeated misuse of equipment; (2) if the equipment is maintained or repaired or if attempts to repair or service the equipment are made by other than authorized Seller personnel, without the prior approval of Seller; (3) if the equipment is removed from its location of initial installation and/or reinstalled without the prior approval of Seller; (4) Service calls related to instrument damage caused by the use of Non-Seller Genuine Consumable will be billable at the current Time and Material rate. Seller is not responsible for repairs resulting from force majeure, such as fire, flood, earthquake, etc. If maintenance service is required as a result of causes stated above, such repairs will be made at Sellers's per call rate then in effect.
- 7.2 Maintenance service also does not include: (1) accessories, paint, or refinishing of the equipment or furnishing materials for this purpose (2) electrical work external to the machines or maintenance of accessories, alterations, attachments or other devices not furnished originally unless specifically stated in this contract.
- 7.3 Maintenance service does not include other vendors' equipment or accessories - (except as specified in this contract) attached to or installed in a Seller's instrument. If a maintenance service call is made on the Seller's instrument and the malfunction is the result of other vendor's materials or accessories (except as specified in the contract), the service call will be charged at Seller's applicable per call rates and terms then in effect.

## **8 Access To Equipment**

- 8.1 The customer shall insure that Seller shall have full and free access to the equipment during the service call.

## **9 Movement of Equipment**

- 9.1 To insure continuity of service under the contract, the customer shall give Seller at least thirty (30) days prior written notice of intent to move the equipment shown on this agreement. If requested, Seller (or a third party on behalf of Seller) personnel shall perform the dismantling and packing of the equipment, and charge the customer for all such work

performed according to current terms. Seller (or a third party on behalf of Seller) will certify conditions of instrument prior to shipping to new location. Customer will be responsible for all packaging and shipping cost. Seller (or a third party on behalf of Seller) shall unpack, inspect, and reinstall the equipment at the new location, and charge the customer for all such work performed at term then in effect. The maintenance agreement charges shall be suspended when the system is dismantled and reinstalled on the day following equipment inspection and acceptance by Seller at the new location. Systems moved to any area serviced by Seller are eligible for continued service under this agreement. Equipment moved to a new location is subject to any applicable remote surcharges or other terms at the new location. According to current terms, Seller will certify conditions of instrument prior to shipping to new location. Customer will be responsible for all packaging and shipping cost.

## 10 General

- 10.1 The customer agrees that Seller will not be liable for any special, indirect consequential damages.
- 10.2 The terms and conditions of the contract shall prevail notwithstanding any variation from the terms and conditions of any present or future order submitted by the customer for maintenance services.
- 10.3 The contract supersedes all prior maintenance agreements and understanding between the parties and may not be changed or terminated orally.
- 10.4 The contract will be governed by the laws of the canton of Fribourg, Switzerland.
- 10.5 Equipment environmental requirement is according to published Seller specification