

CONTRACT TERMS & CONDITIONS (Service - Standard)

Laboratory Impex Systems Ltd (LIS) will maintain and repair the instruments, or instrumentation system or laboratory equipment listed (hereinafter called "The Equipment") for the period (hereinafter called "The Term") upon the following terms and conditions:-

1.
 - a) LIS will carry out all service and repair work necessitated by normal usage of the Equipment in accordance with the instructions for usage and operation. This will be effected by means of service visits as necessary unless LIS deem the equipment to be portable enough to send to our workshop for repair. Such portability, if applicable, will be specified.
 - b) LIS will make maintenance visits for which every effort will be made to arrange mutually convenient times. Dependant upon instrument type, the maintenance visit will take the form of preventative maintenance or where such preventative maintenance work is not applicable, an instrument performance check.
 - c) During preventative maintenance visits LIS will replace without charge to the customer all parts of the equipment which are required to perform the maintenance work unless specified to the contrary.
2. LIS will repair or replace or refurbish all parts of the Equipment which LIS accept have failed during the normal use of the Equipment unless such parts have reached the end of their useful life, which shall be a matter of agreement between the parties.
3. LIS will provide the labour, tools and test equipment to carry out the said service and repair work and to install replacement parts.
4. This Contract does not cover any service, repair or replacement made necessary by:-
 - a) any wilful act, negligence, abuse or misuse of the equipment by any person whatsoever, or
 - b) by accident including damage by fire or water, act of God, or
 - c) any use of the Equipment by a third party not being an employee of the Customer acting in the course of his employment, or
 - d) failure to observe the proper operating procedures laid down by the manufacturer which may in some cases involve routine service work which is the responsibility of the customer, or
 - e) contamination of detectors which is not attributable to equipment malfunction, or
 - f) any service, repair work or replacement parts involved in or necessitated by changes in set up, or location of the Equipment. LIS will quote for carrying out any such service, repair or replacement and if its quotation is accepted by the Customer, carry out the necessary work at the expense of the Customer and otherwise on the terms and conditions of the Contract.
5. Consumable items are not covered by the terms of this Contract and are deemed to be such items that are used upon a regular basis in the operation of the equipment unless destroyed or made unusable due to equipment malfunction.

Consumable items include but are not restricted to the following: labels, filters, filter holders, paper, printer ribbons, printheads, detector windows, GM detectors, UPS batteries and installed cables/gas lines.
6. Visits to carry out service and repair work and Preventative Maintenance visits will be made during normal working hours, 9.00 a.m. to 5.00 p.m. Monday to Friday of each week, excluding Public Holidays unless specified to the contrary. However, if LIS accept a service request requiring attendance at times other than those specified above LIS reserve the right to make an additional charge to the Customer for such service at its normal service rate.
7. The Term shall be a period of one year from the date specified and shall continue for subsequent periods of one year unless terminated by either party giving to the other not less than 30 days prior notice of termination, such notice to expire on any anniversary of the starting date.
8.
 - a) During the Term, the Customer will pay to LIS the annual fees set out and any other sums which may become payable pursuant to the terms of this Contract.
 - b) Forthwith upon the signing of the contract and the commencement of each subsequent year of the Term LIS will invoice the Customer for the annual fees due.
 - c) Not less than 30 days before the end of each year of the Term LIS will notify the Customer of any increase or decrease in the annual fees payable, and of any changes in the terms of the Contract required by LIS in respect of the subsequent years of the Term and unless the Customer shall thereafter give notice of Termination as herein before provided, the said increased or decreased fees shall apply in place of the fees set out, and the said changes in the terms of the Contract shall be applicable for the remainder of the Term.

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- d) All other charges due to LIS pursuant to the Terms of the Contract shall be invoiced monthly.
 - e) All invoices shall be paid net by the Customer within 30 days from their date.
9. LIS shall not be liable for direct, indirect or consequential loss or damage to any person or property howsoever arising from the use of the Equipment serviced or repaired under the Terms of the Contract except where adverse events are unequivocally traceable to inadequate servicing within the Terms of the Contract.
 10. LIS shall not be liable for any loss suffered by the Customer as a result of failure of LIS to comply with the terms of the Contract for causes beyond its control including, but without limitation, act of civil and military authorities, war, riot, failure of transportation, sickness, act of God, strikes and labour disputes.
 11. No modification, alteration or changes of the terms of the Contract shall be binding upon LIS unless in writing and signed by a Director of LIS.
 12. The Customer shall not be entitled to assign the benefit of the Contract without the consent of LIS.
 13. Where the equipment covered by the contract is being used with samples or material of any kind, which may constitute an abnormal hazard to any member of LIS staff required to work on the Equipment in order to fulfil the obligations of this contract, it is the Customer's responsibility to ensure that such hazard which may constitute an abnormal is removed by effective decontamination. Such decontamination should be performed and documented as having been performed prior to commencement of servicing of the Equipment.
 14. Firmware upgrades will be made available at no extra charge under the Terms of the Contract.
 15. Software support will be via modem link only, modem not included. LIS will quote upon request by the customer for the cost of a suitable modem and software including installation and if its quotation is accepted by the Customer, carry out the necessary work at the expense of the Customer and otherwise on the terms and conditions of the Contract.
 16. LIS will quote upon request by the customer for software revisions/enhancements and if its quotation is accepted by the Customer, carry out the necessary work at the expense of the Customer and otherwise on the terms and conditions of the Contract.
 17. The Contract will be costed on the assumption that the LIS Engineer will be allowed to take a car on site to work on the system. Any delays due to failure of access in this respect may be charged extra at the normal hourly rate.
 18. Any resulting contract as laid out on form LIS62, shall be subject to the Terms and Condition as detailed above. These Terms and Conditions are subject to change by LIS without written notice.