

Henderson Biomedical Ltd

Service Maintenance Agreement General Terms and Conditions

Henderson Biomedical (HB) agrees to provide for the period indicated on the Service Maintenance Agreement (SMA), the services detailed below. The customer agrees to these Terms & Conditions and to pay the charges listed on the front of this agreement.

- 1) The One or Two visit per annum contract (Bronze 1 & Bronze 2) shall comprise of: One or two preventive maintenance visits per annum which will consist of: Inspecting and fitting of routine service parts and making operational adjustments to the equipment so as to render it operational. This type of contract shall not include any repairs or the fitting of replacement parts to the equipment.
- 2) The Option 2 contract (Bronze Plus) shall comprise of: The procurement in advance of a maximum of two emergency repairs per annum. These visits are applicable to any of the equipment covered by the contract and will consist of: The provision of travel and labour to carry out repairs and the fitting of replacement parts to the equipment to render it operational but shall not include the cost of these replacement parts.
- 3) The Labour contract (Silver) shall comprise of: One preventive maintenance visit per annum which will consist of: Inspecting and fitting of routine service parts and making operational adjustments to the equipment so as to render it operational. The contract includes the labour and travel costs for a maximum of three emergency repairs for each item of equipment on the contract (where the equipment is deemed repairable by HB). The cost of replacement parts is not included in the contract.
- 4) The Comprehensive contract (Gold) shall comprise of: One preventive maintenance visit per annum which will consist of: Inspecting and fitting of routine service parts and making operational adjustments to the equipment so as to render it operational. This type of contract includes repairs (where the equipment is deemed repairable by HB) and the fitting of replacement parts to the equipment without incurring any extra costs. The contract provides for unlimited emergency visits. The contract does not provide consumable parts or service kits at no charge.
- 5) Calls to verify the function of the equipment or calls whose reported faults can not be verified by the HB engineer, will incur charges at the current service rate then in operation and are not covered by any type of service contract.
- 6) The SMA shall apply to equipment installed in the United Kingdom of England, Scotland, Wales and Northern Ireland and shall be construed in accordance with English law.
- 7) The equipment listed on the SMA is assumed to be in good operational order at the commencement date of the SMA. This may be subject to inspection by HB upon request or inspected at the first service visit. HB reserves the right to charge for returning any equipment found not to be in good operational order to normal operating condition. Any work or parts required will be subject to HB standard services charges.
- 8) The customer agrees to clean and decontaminate the equipment before any service or repair work is undertaken by the HB engineer.
- 9) The equipment must be used within the specifications detailed in the operator's manual. Equipment used outside of these specifications will be excluded from the SMA.
- 10) All service, maintenance and repair work will be undertaken during normal working hours. Where appropriate a mutually convenient time will be arranged between the customer and HB. Only engineers employed by HB will be utilised.
- 11) With the customers' consent, HB shall carry out repairs at the equipment location, providing such repairs do not (in the opinion of the HB engineer) constitute major repairs.
- 12) In the case of warranty repairs, HB reserves the right to request that equipment is returned to the HB Service Department if this is deemed expedient by HB.
- 13) The SMA does not include service or repairs made necessary by equipment being used outside specifications, malicious acts, misuse, negligence, abuse, vandalism, fire, water, failure of electrical power, alterations or repairs made to the equipment by other than HB engineers, additional service required by high equipment usage or any cause beyond the reasonable control of HB.
- 14) In supplying service or repairs, HB shall not be liable for any loss of profit, loss of use or any consequential damage of any kind.
- 15) Time spent in servicing or repairing equipment is at the discretion of the engineer & will depend upon many factors including the; service history, general condition, frequency of use, care given, repairs required etc.
- 16) The SMA does not provide for the supply of (by HB at no charge) consumable items (including service kits) or parts for the normal operation of the equipment.
- 17) The customer agrees to provide adequate facilities (appropriate to the operation, servicing or repairing of the equipment) to the HB engineer including, mains electricity, working space, water etc.
- 18) It is the customers' responsibility to ensure that the engineer is fully aware & informed of all relevant laboratory practices. It is the engineers' responsibility to adhere to all of these practices.
- 19) Any change in the equipment location must be notified to HB forthwith. HB reserves the right to charge accordingly, any extra expense incurred by equipment relocation.
- 20) It is the customers' responsibility to present the equipment & accessories to the engineer for service or repair. It is not the engineers' responsibility to search for relocated or missing equipment, parts or accessories.
- 21) If equipment is withdrawn from use or is not available for service or repair and HB was not notified prior to the visit, HB reserves the right (where appropriate) to charge the full premium and adjust discounts.
- 22) All requests for service will be treated as urgent. HB will make every reasonable attempt to commence work within 48 hours of receipt of the request (weekends and public holidays excluded). HB will not be liable for any losses incurred by the customer in respect of any failure or delay in commencing work.
- 23) When requesting service, the customer must quote to HB the following information: The equipment model, type and serial number. Details of the fault or service required. The exact location of the equipment.
- 24) Warranty claims on repairs will only be considered if reported to HB within five working days of the subsequent failure.
- 25) In the event of any exchange part being fitted, the removed part becomes the property of HB. New or exchange spare parts warranty is 3 months or the original manufacturers warranty if less than 3 months. Warranty claims by the customer must be made within 5 working days of receipt of goods or parts failure.
- 26) Spare or replacement parts fitted to equipment, which is under HB warranty, will assume the remaining warranty life of the equipment.
- 27) It is the customers' responsibility to ensure that equipment being returned to HB is properly decontaminated. If evidence of equipment decontamination is not provided, charges will be levied for a decontamination service.
- 28) It is the customers' responsibility to ensure that equipment being returned to HB is properly and adequately packaged and protected from transit damage. Equipment damaged in transit to HB is not covered by any contract.
- 29) Equipment returned to HB for repair under warranty or a service contract and subsequently found by HB engineers not to be faulty, will, at the discretion of HB, incur charges including the cost of carriage.
- 30) Costs incurred in the transit of equipment to and from HB for service or repair (whether as part of a service contract or not) will incur charges at the standard rate then in operation. The exceptions being, comprehensive contract holders and valid warranty claims.
- 31) Loan equipment must be returned to HB (or HB informed of its availability for collection) within two days of the customers' receipt of their equipment or the conclusion of any agreement. Failure to comply will incur rental charges at the current rate then in operation.
- 32) HB reserve the right to modify without notice, these Terms and Conditions for the purpose of general clarification or for clarifying and documenting established practices.

