

Service Contract Terms and Conditions

1 Definitions

In this Agreement, the following words shall have the following meanings:

'Agreement'	the agreement containing these Terms and Conditions;
'Charges'	the amounts set out in the Schedule, including the Annual Charge;
'Client'	Your company
'Commencement Date'	Date the contract will start
'Contractor'	Sci-Lab Analytical Ltd Bolesworth Road Tattenhall Chester CH3 9HL
'Machine', 'Machinery'	the machinery listed in the Schedule;
'Maintenance Services'	the preventative, repair and remedial services set out in clause 2.4;
'Parties'	the Contractor and the Client, and 'Party' shall mean either one of them;
'Response Time'	24 to 48 hours during the Service Hours from notification to the Contractor of the Client's request for maintenance;
'Service Hours'	8-30 am to 5-00 pm Monday to Friday, excluding bank and other public holidays;

2 Maintenance Services

- 2.1 The Maintenance Services apply to the Machinery specified in the Schedule, and shall be as follows:
- 2.2 Preventative maintenance: The Contractor shall take all reasonable steps to provide preventative maintenance to the Machinery during the Service Hours at the intervals necessary to keep the Machinery in good working order. Preventative maintenance may be performed concurrently with remedial maintenance.
- 2.3 Repair and remedial maintenance during Service Hours: The Contractor shall take all reasonable steps to provide remedial maintenance during the Service Hours when notified that the Machinery is faulty. The Contractor shall take all reasonable steps to respond to the Client's call for remedial service within the Response Time.
- Repair and remedial maintenance outside Service Hours: The Contractor shall at its sole discretion provide remedial maintenance outside the Service Hours at the Client's request, for which the Client shall pay the Charges of £120.00 per hour.

3 Location

- 3.1 If the Contractor decides that the repair of any Machine cannot be completed at the Client's premises, it shall move the Machine to its own premises, and return the Machine to the Client's premises once the Machine has been repaired, at no additional charge to the Client.

4 Charges and payment

- 4.1 The Client shall pay the Annual Charge in advance to the Contractor. All other Charges shall be payable within 30 days of the date of the invoice.
- 4.2 All amounts stated are exclusive of VAT
- 4.3 When making a payment the Client shall quote relevant reference numbers and the invoice number.

5 The Client's obligations

- 5.1 During performance of the Maintenance Services the Client shall:
- 5.1.1 co-operate with the Contractor as the Contractor reasonably requires;
 - 5.1.2 provide the information and documentation that the Contractor reasonably requires;
 - 5.1.3 make available to the Contractor such Facilities as the Contractor reasonably requires; and
 - 5.1.4 ensure that the Client's staff and agents co-operate and assist the Contractor.
- 5.2 The Client shall keep and make available to the Contractor any operating manuals and CDs containing programs or other data supplied with any of the Machinery.

6 Exclusions

- 6.1 This Agreement does not cover damage to the Machinery caused by lack of routine maintenance, deficiencies in the mains power supply, contaminated carrier gas, the negligence of the Client, its employees, its subcontractors or any other person. If a Machine is damaged by such negligence, the Contractor shall repair the Machine, but the Client shall pay for all parts required and the labour expended in the repair at the rates of £95.00 per hour.
- 6.2 The Contractor shall attempt to repair the machine and obtain any parts that are needed, but shall not be liable if it cannot complete the repair because it is unable to obtain any necessary parts. The Contractor shall not be liable if it is unable to complete any repair, or if any equipment is damaged, because of any cause outside its control, such as deficiencies in the supply of power (including power failures and surges), contaminated carrier gasses, flooding and any other environmental hazards.
- 6.3 The Contractor takes no responsibility for any data belonging to the Client that may be held in any machine.
- 6.4 The Contractor reserves the right to terminate this Agreement by written notice to the Client (or) not to provide the Maintenance Services for any of the following reasons:
- 6.4.1 any Machinery is not being used in accordance with its manufacturer's published instructions; or
 - 6.4.2 the Machinery has been abused or mistreated, including being subjected to unusual physical or electrical stress; or
 - 6.4.3 the Client alters the Machinery or uses parts or supplies not supplied by the Contractor or the Machine's manufacturer; or
 - 6.4.4 the Client has not carried out procedures or services, recommended by the Contractor, to the Machinery.

7 Warranties, liability and indemnities

- 7.1 The Contractor warrants that it will use reasonable care and skill in performing the Maintenance Services to the standard generally accepted within the industry. However, the Contractor provides no warranty that any Machine shall be restored to good working order by any particular time.
- 7.2 Neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.
- 7.3 Each of the Parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law. Nothing in this Agreement excludes liability for fraud.

8 Termination

- 8.1 This Agreement shall begin on the Commencement Date and shall last for 1 year, subject to annual renewal by written agreement of the Parties.
- 8.2 Without prejudice to the other remedies or rights a Party may, either Party may terminate this Agreement, at any time, on written notice to the other Party ('Other Party'):
- 8.2.1 if the Other Party is in material breach of its obligations under this Agreement and, if the breach is capable of remedy within 7 days, the breach is not remedied within 7 days of the Other Party receiving notice which specifies the breach and requiring the breach to be remedied; or
 - 8.2.2 if the Other Party becomes insolvent or if an order is made or a resolution is passed for the winding up of the Other Party (other than voluntarily for the purpose of solvent amalgamation or re-construction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Other Party's assets or business, or if the Other Party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt. The notice shall take effect as specified in the notice.
- 8.3 On termination of this Agreement, the Client shall pay for all Maintenance Services provided up to the date of termination, and for all expenditure falling due for payment after the date of termination from commitments reasonably and necessarily incurred by the Contractor for the performance of the Maintenance Services prior to the date of termination.

9 Force majeure

9.1 Neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 6 months, either Party may terminate this Agreement by written notice to the other Party.

10 Amendments

10.1 This Agreement may only be amended in writing signed by duly authorised representatives of the Parties.

11 Law and jurisdiction

11.1 The validity, construction and performance of this Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

SCHEDULE

Charges

Annual Charge:	£
Charges (Normal Hours):	£125.00 an hour
Charges (Abnormal Hours):	£250.00 an hour

Machinery