



NLG Labserv LTD
Unit 15 Quay Business Centre,
Havard Court.
Warrington
CW2 333
T:01625 838909
Registered in England: 7714974

1. GENERAL TERMS & CONDITIONS – CURRENT FROM 1st April 2015

- a. The Customer shall ensure compliance with all relevant Acts of Government such as but not limited to the Safety, Health & Welfare Act at Work Act (2005) and any subsequent amendments.
- b. The PM and/or Validation visit will normally be carried out 6 months from the commencement date of the contract unless otherwise agreed. In the case of 2 visits per annum, the first visit will normally be 4 months and the second visit normally 10 months from the commencement date of the contract unless otherwise agreed .
- c. Work will be performed on the Customer's premises during standard business hours (or at NLG LABSERV's service facility if the nature of the requirement dictates); with dates being suggested by NLG LABSERV and mutually agreed in advance.
- d. Unless otherwise specified, PM and/or Validation contracts include travel and service time during the site visit, with any spare parts and consumable items that are required being provided by NLG LABSERV and charged in addition. Consumable parts will be replaced if necessary at the discretion of the NLG LABSERV Service Engineer. Should any systems require any work that is not covered within generally accepted PM procedures, then NLG LABSERV will provide an estimate of costs and request acceptance prior to proceeding.
- e. Single shift operation of the instrumentation is contemplated. Any significant changes in usage rate by second or third shift operation may require alteration of the annual service contract fees.
- f. For contracts that do not include breakdown cover, engineer callout visits to the customer site will be subject to a charge quoted and agreed in advance. For contracts that include breakdown cover, all travel and onsite labour time is included to resolve an issue in a single visit, subsequent visits may be subject to current travel/labour rate charges. All Operator/method based callouts deemed avoidable/and or negligent will be charged at current labour/travel rates, irrespective of the service level agreement in place.
- g. Any labour and expenses costs incurred by Nlg labserv to repair damage caused by chemical or physical trauma, negligence, abuse, improper voltage, fire or water are not covered within this contract. Neither more is the altering, rebuilding nor reconditioning of the equipment. Software is also excluded from this contract unless otherwise stated.
- h. Routine maintenance procedures as detailed in instrument operation manuals are to be performed by the Customer in between PM visits, such as lamp changes, syringe replacement, column installation, liquid and gas leak checks, flow cell and liquid pathways flushing etc. This should be only be carried out by a competent user and only using recommended parts. NLG LABSERV should be contacted for any areas of uncertainty in order to avoid unnecessary future breakdowns and/or callouts.
- i. Instruments requiring repair may be returned to Nlg labserv Ltd by prior arrangement. Shipment and insurance costs and adequate packing are the responsibility of the customer, and all returns must be accompanied by a completed notification of hazards form – sample forms can be obtained from Nlg labserv if required. Work to be invoiced as mutually agreed in advance between Supplier and Customer.
- j. Certificates will be issued for those instruments that are covered by a Validation contract. These instruments will be tested following the PM visit. Should a repeat Validation be necessary, then scheduling and charges will be agreed prior to qualification. The responsibility for the storage and retention of certificates remains with the Customer – unless otherwise agreed.



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- k NLG LABSERV's liability arising out of or in connection with these Terms and Conditions, whether in contract or tort (including in each case negligence) or otherwise howsoever shall be limited to :
- a. direct damages to or loss of tangible property, caused solely by the negligence of NLG LABSERV up to a maximum of €1 million for any one event or series of connected events;
 - b. the repayment to Customer of the purchase price of any Product if despite using reasonable efforts, NLG LABSERV is unable to make the Product comply with its warranty, and the Product is substantially unusable and providing the Customer returns the said Product to NLG LABSERV;
 - c. repair or replacement of the Products themselves;
 - d. in respect of any other direct losses suffered by Customer arising out of or in connection with the Products supplied under this Agreement, or NLG LABSERV's breach of any of its obligations under this Agreement, the total price of the Products giving rise to such direct losses up to a maximum as stipulated on Seller's current certificate of liability insurance;
- l In no event will NLG LABSERV be liable for any of the following:
- a. loss or damage other than that specified above;
 - b. damages for the loss or corruption of data and/or undertaking the restoration of data or software restoration;
 - c. any damage relating to the procurement by Customer of any substitute goods or services (ie, "cost of cover"); or
 - d. loss of actual or anticipated profits, loss of goodwill, loss of business, loss of anticipated savings, loss of revenue, loss of data, or, without limitation, for special, indirect or consequential loss and damage whether arising out of the supply functioning or use of the Products or any other obligations assumed by NLG LABSERV under this Agreement or any order, and whether arising in contract or tort, including in each case negligence, or otherwise howsoever and whether or not Customer has advised NLG LABSERV of the possibility of such loss.
- m. Nothing in this Agreement shall apply so as to exclude or restrict liability in respect of fraudulent misrepresentation or death or personal injury resulting from negligence. The statutory rights of consumers are not affected.
- n. During the term of this Agreement or at any time thereafter, the Customer undertakes not to disclose any information to any party, (including pricing structures and service and validation procedures), which has been obtained by the Customer arising out of or relating to the services or any other services provided under this Agreement, without Nlg labserv Ltd's written permission; unless the information becomes public knowledge through no fault of the customer, or it was prior to this Agreement by the parties having not been disclosed by Nlg labserv Ltd, or as required by a Government Agency, or by law.
- o. These Nlg labserv Limited Standard Terms And Conditions Of Supply shall apply to the contract, with any deviations only accepted if stipulated in writing by NLG LABSERV and with any proceedings being governed in accordance with current UK law.
- p. NLG Labserv Ltd Cover will not include Detector Optic Bench Rebuild/Upgrades. Irrespective of service level this is offered as a pro rata service. Price varies per model/manufacture. The Rebuild/Upgrade is inclusive of refurbishment of any Detector Optics Monochromatic Bench and involves replacement of Mirrors, cells and grating using OEM parts. This is aimed at restoring older detectors sensitivity, accuracy and Linearity to factory condition.
- q. In respect of a) New business, b) Routine visit, NLG Labserv will presume instrument(s) allocated are in good working order, unless notified otherwise. Additional unplanned work deemed necessary, time and/or parts required will be charged at current rates irrespective of any service level arrangement in place.
- r. NLG Labserv 'Inclusive Service contracts' are based on providing comprehensive support coverage in-line with market expectations and NLG's current T&C's. Exclusions/conditions remain in place and where applicable will be deemed chargeable, notable examples (but not exhaustive) are; maximum of 1 detector lamp per instrument per year, consequential damage due to major part failure, Detector rebuilds (see item p.),