

GENERAL TERMS AND CONDITIONS FOR QUALITYCARE AGREEMENT

1) General

The following conditions are valid for all QualityCare agreement types defined in chapter 3). Particular agreements conditions are legally effective only if they are confirmed in writing by Metrohm Australia instruments.

Agreement Type, Agreement No., Customers name and address, the instruments to be maintained, maintenance intervals, specific provisions, start date and price are elements of the signed Care Agreement.

2) Scope

These 'General Terms and Conditions for QualityCare Agreement are valid for all maintenance activities agreed between the customer and Metrohm Australia and are part of the agreement in its entirety.

3) Contract types and provisions

The QualityCare Agreement involve the following types:

– Starter Care	STC
– Standard Care Eco	SCE
– Standard Care	SC
– Extended Care Eco	ECE
– Extended Care	EC

The provision for each agreement type is different. Starter Care provision is same as the Standard Care. If the provision is not explicitly defined in the respective Care Agreement, the following provisions apply:

	SCE	SC	ECE	EC
On-Site Preventative Maintenance		Once per Interval		Once per Interval
Metrohm Australia Workshop Preventative Maintenance	Once per Interval		Once per Interval	
Replacement of Wearing Parts	Once per Year	Once per Year	Once per Year	Once per Year
Certification	CoP ¹⁾	CoP ¹⁾	CC ²⁾	CC ²⁾
Repairs – Labour Charges	Hourly Rate ⁵⁾	Hourly Rate ⁵⁾	2 free per Year per Instrument	2 free per Year per Instrument
On-Site Repairs – Travel Charges	Hourly Rate ⁵⁾	Hourly Rate ⁵⁾	Hourly Rate ⁵⁾	2 free per Year per Contract
Additional Spare Parts	10% Discount ³⁾	10% Discount ³⁾	10% Discount ³⁾	10% Discount ³⁾
Firmware Updates			Installed for free ⁴⁾	Installed for free ⁴⁾
Response Time	Priority over non-signed customers	Priority over non-signed customers	Priority	Priority

Rate for work on instruments not on current QualityCare Agreement⁵⁾

¹⁾ Certificate of Performance.

²⁾ Calibration Certificate.

³⁾ If fitted by Metrohm Australia Technician.

⁴⁾ During Preventative Maintenance, if available.

⁵⁾ As defined in maintenance Agreement. Rate subject for review **1st of January** each year.

4) Scope of service

Preventive Maintenance

The preventive maintenance for the specified Care Agreement system(s) includes:

- Function related cleaning and lubrication, as recommended by the manufacturer.
- The replacement of wearing parts, as recommended by the manufacturer.
- Instrument test according to the manufacturers test instructions.

The following listed work is not part of the scope of service and will be billed separately:

- Repair work, if not covered by the Agreement type.
- Work in connection with the operation of the instruments, if they are described in the user manual.

- Cleaning of accessories.
- Removal of liquids entered into the instrument and repair of effects.
- Changes to the instrument and its removal.
- Relocation of an instrument.
- Overhauling.
- Removal of failures caused by:
 - incorrect handling, usage or operation;
 - unsuitable operating fluids, connections or accessories;
 - unsuitable location and extreme environmental conditions;
 - bad supply voltage;
 - interferences of a third instrument;
 - unauthorised interferences at the instrument.

5) Maintenance interval

The number of visits per year is defined in the respective Care Agreement. If not explicitly mentioned, 1 visit per year is scheduled.

6) Date of maintenance

The customer is to allow **8 weeks from commencement of the agreement** for scheduling of the first included maintenance visit.

The definitive date for each service will be arranged by the Metrohm Australia Product Support Specialist by phone or email.

7) Execution of maintenance

The instruments covered are listed in the respective Care Agreement with Part No., Description and Serial No.

Single instruments can be added to, or canceled from, the Care Agreement at any time, e.g. after a new acquisition or a shutdown.

All measurement equipment is calibrated in a periodic interval and therefore traceable to national standards.

8) Access to the instrument

Free and safe access to the instrument is required.

Note: Lost time caused by limited access to instruments will be separately billed.

9) Availability of Service

The Metrohm Australia Service is available Monday to Friday during normal working hours

(08.30 h - 17.00 h), not on weekends or on public holidays.

If extra conditions are agreed, additional options are possible.

10) Downtime

Downtime caused by the performance of the maintenance service does not result in any vested title interest for compensation.

11) Payment terms

Invoicing for the contractually agreed provisions is prompt and payable within 30 days after invoicing, without any deductions. Invoicing for repairs, additional services and service work not covered by the Care Agreement is due within 30 days after completion of the work, without any deductions.

Year 2 and 3 of multi-year agreements will be invoiced 30 days prior to the agreement anniversary.

12) Late Payment and Cancellations

Cancellations will incur a 50% residual balance charge.

Late payments will incur a 20% administration fee.

13) Warranty

The purpose of each maintenance is to identify and resolve possible wearing and aging of parts, before an unplanned instrument breakdown happens. With this periodic maintenance, Metrohm Australia makes sure all tested instruments maintain their functional efficiency and their technical specifications as listed in the manual. Any additional warranty is explicitly excluded.

14) Conclusion of Care Agreement and contractual period

Care Agreements can be taken up at any time and are valid for 12, 24 or 36 months.

Metrohm Australia will send the customer a quotation for renewal of the agreement before the end of the contract period, continuation of agreement conditions will only occur once a purchase order is received by Metrohm Australia and a new agreement has been signed by both parties.