Service Terms and Conditions

Section 1 – General Terms of Agreement

These terms and conditions ("Terms") supplement our General Terms and Conditions ([attached hereto or at https://www.metrohm.com/en_us/company/Terms-and-conditions.html]), and together with our quotation (if any) and Supplementary Terms (if any) comprise the agreement ("Agreement") between you (the CUSTOMER) and us (METROHM USA). You agree to accept and be bound by this Agreement by the submission of a purchase order for METROHM USA services. This Agreement is the complete and exclusive contract between you and us with respect to your purchase of the service provided. Any reference to other terms and conditions in a purchase order will be rejected unless CUSTOMER and METROHM USA have entered a valid, active written agreement that clearly states the terms succeed these terms.

Section 2 – Service Offerings

METROHM USA offers a variety of service offerings including but not limited to installation, maintenance, certification, qualification, training, and repair. METROHM USA offers services on a time and materials basis as well as Metrohm Service Agreements that offer fixed pricing for on-site or depot-performed performance maintenance and instrument repair. Each service offering shall include a description of services which will be outlined in the METROHM USA provided quotation.

METROHM USA provides standard service offerings Monday through Friday from 8:00 a.m. to 5:00 p.m. local time, excluding observed holidays.

Section 3 – Pricing, Payment, and Cancellations

Prices quoted by METROHM USA are valid for 30 days unless stated otherwise in writing. All pricing excludes any applicable taxes payable by CUSTOMER unless a valid tax exemption is provided to METROHM USA before order processing. All CUSTOMER payment terms will be set at net 30 days after the date of invoice, subject to credit approval.

Metrohm Service Agreements will be invoiced after PO receipt and subsequent order processing.

All services described in Section 2 except for Metrohm Service Agreements will be invoiced after the completion of the agreed-upon services. A completed service report including the description of the services rendered will be provided to the customer. The customer's signature on the completed service report constitutes an agreement to provide payment for said service, whether said service was initially quoted or not.

Cancellation or changes to agreements are subject to review and approval by METROHM USA and may incur cancellation fees and payment of services already rendered.

Cancellation or changes for other services must be communicated to METROHM USA in writing. For lab-based systems, written notification must be made within 3 business days prior to the scheduled service date. Any costs incurred by METROHM USA will be charged and future visits are subject to service engineer availability. For process-based systems, written notification must be received at least 3 weeks (15 business days) prior to the scheduled service date. Failure to provide adequate notice will result in a rescheduling fee. Rescheduled services are subject to service engineer availability.

Work Order Validity and Service Scheduling

METROHM USA schedules personnel, reserves capacity, and allocates resources based upon CUSTOMER-issued purchase orders. To ensure accurate pricing, resource availability, and compliance with current service standards, work orders must be scheduled and completed within the timeframes specified below. METROHM USA reserves the right to cancel aged work orders, require a revised quotation, or require a new purchase order prior to scheduling services.

Installation Services and Associated Qualification Services

Installation services and qualification services sold in conjunction with a new instrument purchase must be scheduled and completed within twelve (12) months of the instrument shipment date. Services not completed within this period may require a revised quotation and a new purchase order before services can be scheduled or performed.

Preventive Maintenance, Qualification, Certification, and Planned Services

Preventive maintenance services, qualifications, certifications, Metrohm Service Agreement visits, and other planned service activities must be scheduled and completed within twelve (12) months of work order creation. Work orders that remain unscheduled or incomplete beyond this period may be canceled by METROHM USA. Where applicable, parts or materials previously allocated to the work order may be retained for future service activities or provided to the CUSTOMER at the sole discretion of METROHM USA.

Repair Services

Repair-related work orders that remain unscheduled for more than sixty (60) days from work order creation may be subject to cancellation. Prior to cancellation, METROHM USA will make reasonable efforts to notify the CUSTOMER and provide an opportunity to schedule the service. This provision shall not apply to return visits, ongoing investigations, escalations, warranty-related follow-up activities, or other service activities that remain actively managed by METROHM USA.

Expired or Cancelled Work Orders

If a work order is cancelled due to age, inactivity, or CUSTOMER delay, any future services associated with that work order shall require a new quotation and, where applicable, a new purchase order. Services will be subject to the pricing, service scope, and terms and conditions in effect at the time the new order is accepted by METROHM USA.

Section 4 – Customer Responsibility

CUSTOMER will ensure that all necessary measures are taken for the safety and security of working conditions, sites, and installations during the performance of services. CUSTOMER will ensure that the instrument is available, without restriction, for service within the agreed-upon timeframe. CUSTOMER must provide adequate notice if METROHM USA is unable to gain access. Any revisit or delays due to these CUSTOMER responsibilities are subject to billing at the published hourly rate and may be subject to additional travel and expense fees.

CUSTOMER will provide METROHM USA employees and contractors working on CUSTOMER premises with all information and training required under applicable safety compliance regulations and policies.

Safety or compliance training programs provided or required by CUSTOMER will be charged to CUSTOMER. The time required for METROHM USA personnel to complete such requirements will be billed at the published hourly rate. The attendance at or completion of such training does not create or expand any warranty or obligation of METROHM USA and does not serve to alter, amend, limit or supersede any part of this Agreement.

CUSTOMER is the generator of any resulting wastes associated with installation, maintenance, or repair, including hazardous wastes.

CUSTOMER will designate a key user to be available to METROHM USA for the duration of any support or service request. This includes both remote support and on-site support. The key user must be able to provide details of any instrument malfunction or support needs and must be qualified to perform simple adjustments and corrections as described by METROHM USA personnel. Failure to use available remote connectivity tools and equipment may result in increased response times and additional incurred costs. Failure to designate a key user or to perform customer maintenance as described in the instrument manual may result in a chargeable service call billed at the published rates.

CUSTOMER will ensure a key user is available for review after on-site service completion and must be able to sign off on the METROHM USA-provided service report.

Section 5 – Metrohm USA Responsibility

METROHM USA commits to ensuring CUSTOMER receives qualified and complete support based on agreed upon services. We reserve the right to select the most appropriate METROHM USA personnel.

METROHM USA commits to ensuring satisfactory instrument performance after services are rendered. A service call will be considered complete when an appropriate test procedure demonstrates that the instrument is operating in accordance with its performance specifications.

METROHM USA will provide CUSTOMER with a copy of the Service Report detailing the work completed by METROHM USA. METROHM USA will provide any additional documentation as outlined by the specifics of the services rendered.

METROHM USA will use reasonable efforts under the circumstances to provide services as promptly as possible. METROHM USA may attempt to diagnose and resolve service issues through remote support. METROHM USA will make the determination for onsite repair or repair at a METROHM USA Service Center at the time of scheduling.

METROHM USA personnel will comply with CUSTOMER-specific guidelines and procedures while working on CUSTOMER premises.

Section 6 – Limitations

The servicing of non-METROHM USA material or equipment shall not be covered by METROHM USA personnel.

METROHM Equipment not covered by a METROHM warranty or a METROHM USA service agreement immediately prior to the commencement of a service agreement is subject to inspection. If the instrument is not operable upon arrival, it must be brought into operable condition before coverage begins. Such inspection and repair service must be provided by METROHM USA personnel. The cost of inspection and repair services will be billed at current METROHM USA service rates and shall include charges for labor, travel, and parts.

Metrohm Service Agreements shall not apply where the equipment has been subjected to accident, alteration, modification, misuse, abuse, acts of God, or failure on the part of the customer to ensure proper operation and/or storage. This includes but is not limited to, corrosion and moisture damage. Any services required based on these scenarios will be billed on a time and material basis.

Metrohm Service Agreements do not cover performance issues, results, or defects resulting from improper or inadequate maintenance, re-installation, relocation, repair, or calibration performed by the customer or a third party. Any services required based on these scenarios will be billed on a time and material basis.

Metrohm Service Agreements do not cover consumable, wet or wearing parts, including but not limited to, electrodes, glassware, columns, tubing, pistons, pump seals, and burets. All parts that are in direct contact with chemicals are not covered by the service agreement and are considered consumables due to normal wear.

Metrohm Service Agreements do not include method development or changes to a customer's methods or chemistry applications. This service is available as a billable product, contact METROHM USA for additional information.

Prior to the expiration of any service agreement, a renewal quote will be sent to CUSTOMER, provided the equipment is eligible for renewal.

Section 7 – Metrohm USA Service Warranty Terms and Conditions

METROHM USA will replace, at no charge, any defective parts used in METROHM USA's repair of equipment for a period of ninety (90) days after the date of service. Our General Terms and Conditions apply to parts provided as part of our services.

Subject to the conditions set forth in this agreement, METROHM USA warrants that service rendered by METROHM USA to the CUSTOMER hereunder shall be performed by METROHM USA in a workmanlike manner and thereafter, the instrument will perform in accordance with its published specifications for ninety (90) days from date of service. METROHM USA's sole obligation under this agreement is to provide service as described in Section 2.

METROHM USA makes no warranties, express or implied, and disclaims all warranties including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Any replacements by METROHM USA do not extend the original warranty period.

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