



## WARRANTY AND MAINTENANCE TERMS AND CONDITIONS

### 1. DEFINITIONS

As used herein, the term "Gilson Scientific Limited" shall mean Gilson Scientific Limited. The "Schedule" shall mean the schedule attached to these terms and conditions. "Equipment" shall mean the items listed on the Schedule, with respect to which service is to be provided by Gilson Scientific Limited. Hereunder; "Term" shall, subject to clause 10, mean the period between the effective dates listed on the Schedule; and "Proper Packing" shall mean the original packing material or suitable packing material provided by the Customer for shipping to Gilson Scientific Limited.

### 2. PROVISIONS OF THIS AGREEMENT

To provide the following-

- A. These terms and conditions apply to breakdown cover and preventative maintenance.
- B. During the term Gilson Scientific Limited agrees to repair or replace at its option, the component parts of the Equipment if the Equipment is inoperative due to a breakdown of a component part which in its reasonable opinion fails under normal use and service.
- C. In the event that Equipment cannot be repaired on site, the Customer will be responsible for providing Proper Packing, together with any necessary import licences or governmental consents and the Equipment shall, subject to the approval of Gilson Scientific Limited be returned to Gilson Scientific Limited at Gilson Scientific Limited' expense.
- D. The maintenance service provided under this Agreement shall be performed in normal working hours. Normal working hours shall be deemed to be 0900 to 1700 hours, UK time, Monday to Friday excluding bank holidays. For work outside these hours the Customer will incur extra charges at the rate quoted for that specific requirement.
- E. As stipulated under the schedule, Gilson Scientific Limited will use its best endeavours to attend a Customer's site within 2 days of a breakdown call being made provided always that the call is logged by 1600 hours and thereafter will use its best endeavours to carry out the repairs as soon as reasonably practical within such 2 day period.
- F. Preventive maintenance inspection as specified in the Schedule shall be provided subject to reasonable notice. Further preventive maintenance visits may be arranged at extra cost according to Gilson Scientific Limited' then prevailing rates.
- G. Gilson Scientific Limited does not accept liability for any delay to, or cancellation of, any visit by Gilson Scientific Limited personnel howsoever caused.
- H. All service shall be provided by suitably qualified Gilson Scientific Limited personnel or their designated O.E.M. service providers who shall be suitably qualified and skilled for the service and for whom Gilson Scientific Limited shall remain liable.

### 3. COMPONENTS COVERED

Where specified on the Schedule the components covered by this Agreement include electronic, electromechanical and mechanical components necessary for the proper operation but shall not include: items specified in 4C, cabinet and housings; overlays; painting; trim decorations; any controls external to the equipment; any equipment accessories; or any consumables.

### 4. CONDITIONS

- A. The only parties to this Agreement are the Customer named on the Schedule and Gilson Scientific Limited.
- B. Gilson Scientific Limited may, by giving notice to the Customer, terminate this Agreement if in the opinion of Gilson Scientific Limited the Equipment has incurred damage through: civil insurrection;



negligence (other than negligence of Gilson Scientific Limited, its employees, agents and/or sub-contractors); misuse (including operating at improper voltages or under improper conditions); vandalism; fire; lightning; accident; windstorm; corrosion; environmental extremes or flooding; or if the Equipment has been altered or serviced without Gilson Scientific Limited' prior written agreement by any other person other than Gilson Scientific Limited personnel, or operated in a manner contrary to Gilson Scientific Limited' published recommendations from time to time, without Gilson Scientific Limited' prior consent.

**C.** Breakdown cover excludes the following: Travel, Labour and cost of parts in the repair of leaks and parts considered to be Customer replaceable items (see user instruction manual for appropriate equipment), malfunction of equipment due to use of spares or consumables not supplied by Gilson Scientific Limited Solvent spillages, blockages and damage caused by improper use, negligence (other than any negligence of Gilson Scientific Limited, its employees, agents and/or sub-contractors) and unauthorised changes to official configurations including software. Spares are defined as per an item which should last the lifetime of the unit. e.g. Circuit boards, Motors, Cables Consumables are defined as per an item which requires regular change as per the service manual or has a lifetime timer or is in contact with a mobile / gaseous phase. e.g. Seals, Springs, Gaskets, Check valves, Lamps, Potentiometers, Fittings, Tubing, Syringes, Filters, Belts For a specific item, Contact [Customersupport@gilsonuk.com](mailto:Customersupport@gilsonuk.com) Travel and labour will be charged at current prices in the event of a callout being made for a repair due to faults caused by any of the aforementioned unless caused by the negligence of Gilson Scientific Limited, its employees, agents or sub-contractors, in which event, no charge shall be payable by the Customer.

**D.** The methods, means, and time employed by Gilson Scientific Limited in fulfilling this Agreement shall be solely within its discretion and Gilson Scientific Limited shall not be liable for any delays in meeting any of its obligations under this Agreement.

**E.** Any repairs necessitated by cause not covered by this Agreement shall be charged to the Customer at Gilson Scientific Limited' current rates for materials, parts, travel and labour.

**F.** The option to repair or replace defective parts or materials is at the sole reasonable discretion of Gilson Scientific Limited.

**G.** It is the Customer's responsibility to ensure equipment is decontaminated and required certification supplied prior to work commencing.

## **5. EXCLUSIONS**

**A.** Gilson Scientific Limited shall incur no liability under this Agreement in respect of any repair, replacement or maintenance to which the Customer is entitled under any other existing warranty or contract.

**B.** Gilson Scientific Limited shall not be liable for any contingent or consequential damage of any nature such as loss of use of facilities or any other damage arising by or out of failure of a component part of the Equipment, or inspection, maintenance or repair of said Equipment, or arising due to any delay in carrying out the repairs, unless caused by the negligence of Gilson Scientific Limited, its employees, agents or sub-contractor.

**C.** Gilson Scientific Limited shall not be liable for failure to detect conditions or circumstances necessitating repair or replacement of equipment where not reasonably foreseeable.

**D.** Gilson Scientific Limited shall not be liable for products or system performance characteristics beyond the Equipment specification.

## **6. PROVISION OF LOAN EQUIPMENT**

**A.** In event that the Equipment is to be removed from site for repair, Gilson Scientific Limited agree to



provide, upon Customer request and in accordance with the provisions of Clause 6B, loan equipment depending upon the availability of the same or similar model. This service only applies to models at the time in manufacture. Loan equipment shall be at the risk of the Customer and shall be maintained and repaired by Gilson Scientific Limited as provided in these conditions.

**B.** This provision applies as specified in the Schedule.

**C.** All costs of sending and the return of the loan equipment to Gilson Scientific Limited will be borne by Gilson Scientific Limited.

**D.** The Customer is responsible for providing adequate insurance on the loan equipment whilst on the Customer's premises. The loan equipment shall not be moved without the approval of Gilson Scientific Limited and shall be returned to Gilson Scientific Limited upon demand.

**E.** It is the Customer's responsibility to ensure the equipment being returned is in Proper Packing and that the equipment will be ready for collection at the time and date advised by Gilson Scientific Limited. Any costs actually and reasonably incurred by Gilson Scientific Limited caused by a failure to comply with these arrangements will be charged to the Customer.

## **7. ACCESS AND SAFETY**

Whilst on site, Gilson Scientific Limited will comply with all reasonable site safety and security requirements as advised by the Customer. As required by the Health and Safety at Work Act 1974 and related legislation, the Customer is responsible for providing the following requirements during on-site service;

**A.** Safe access for the Gilson Scientific Limited service engineer to Equipment covered under the Agreement.

**B.** Adequate working space and facilities for the Gilson Scientific Limited service engineer within a reasonable distance of the Equipment.

**C.** A company representative to be responsible for the Gilson Scientific Limited service engineer at all times whilst on Customer's site.

**D.** Notification to Gilson Scientific Limited of any Equipment to be serviced situated within hazardous conditions that would pose a potential health problem to Gilson Scientific Limited personnel or Gilson Scientific Limited subcontractors or if materials are being analysed that may pose a potential health hazard to Gilson Scientific Limited personnel or Gilson Scientific Limited subcontractors. Gilson Scientific Limited may require that the Customer maintain the Equipment under Gilson Scientific Limited supervision. The Customer will be responsible for the removal and disposal of any hazardous waste and any additional expense of contaminated replacement parts that cannot be returned safely to Gilson Scientific Limited.

**E.** Where required, all returns to Gilson Scientific Limited are to be accompanied by an approved safety document as supplied by Gilson Scientific Limited.

## **8. ACCEPTANCE**

This Agreement is subject to acceptance by Gilson Scientific Limited. Prior to acceptance, Gilson Scientific Limited reserve the right to inspect the Equipment to determine whether such Equipment is in good operating condition. If, in Gilson Scientific Limited's reasonable opinion, the Equipment is not in good operating condition the costs necessary to place it in proper operating condition are to be borne by the Customer.



## **9. PAYMENT**

The full sum is payable in advance of the effective starting date of this Agreement or within 30 days from date of receipt by the Customer of the invoice, whichever is earlier.

## **10. CONTINUATION OF TERM**

The Term may be continued after the date set out on the Schedule if Gilson Scientific Limited agrees and the Customer pays to Gilson Scientific Limited the applicable charges as provided in these conditions.

## **11. TERMINATION**

In the event that the equipment is replaced by other equipment supplied by Gilson Scientific Limited, Customer may cancel this agreement without additional severance fees by giving written notice to Gilson Scientific Limited. In case of cancellation for any other reason, Customer must provide ninety (90) days prior written notice of cancellation. In the event that the preventative maintenance service has been delivered, cancellation of the agreement is not possible.

## **12. LIMITATION OF LIABILITY**

The liability of Gilson Scientific Limited to the Customer in respect of any claim for breach of contract, negligence, breach of statutory duty or otherwise shall be limited as follows:

**A.** In respect of any claim for personal injury or death caused by the negligence of Gilson Scientific Limited, its employees, agents and/or sub contractors, no limit shall apply.

**B.** In respect of direct physical damage to property which is caused by the negligence of Gilson Scientific Limited, its employees, agents and/or sub contractors, liability shall be limited to £1 million (one million pounds) per claim or series of claims arising from one incident.

**C.** Gilson Scientific Limited shall not be liable to the Customer for any indirect or consequential losses or expenses suffered by the Customer, however caused, including (but not limited to) loss of anticipated profits, goodwill, reputation, business receipts of contracts, and/or losses and expenses resulting from third party claims.

## **13. CONFIDENTIALITY**

Any confidential information disclosed to any employee, agent or subcontractor of the receiving party shall only be disclosed on a need to know basis and the receiving party shall ensure that any such recipient is bound by any confidentiality agreement that may be agreed between the parties.

## **14. NO WAIVER**

The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. No single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

## **15. GENERAL**

The Contract shall be governed by and construed in accordance with the laws of England