

Camlab Ltd
Maintenance and Service Agreement
Terms and Conditions of Contract

1 Duration of the contract

This contract shall remain in force for a period of one year from the date of commencement as per the contract schedule and shall be renewed each year by written confirmation by both parties on or before the renewal date unless cancelled by either party giving the other not less than thirty days prior written notice of termination to expire at the end of one year period or any subsequent anniversary thereof. ("The Renewal Date").

2 Normal maintenance and repair services

Camlab undertakes subject to the conditions contained in the contract to keep the equipment listed in the contract schedule (the Equipment) in good working order and repair by provision of the following services:

2.1 Equipment Breakdown Support

The provision of technical service at the request of the customer whereby a reasonable attempt will be made to commence repair, a loan replacement or telephone support at Camlab's option within three working days of receipt of such request and to complete the repair or replacement as soon as practicable thereafter during normal Camlab's working hours.

2.2 Preventative Maintenance

The provision of preventative maintenance if necessary and as specified and determined by Camlab, and where appropriate in accordance with manufacturers recommendations, whereby the equipment shall be aligned, calibrated, functionally checked and parts replaced when necessary during normal Camlab working hours.

3 Additional maintenance and repair services

The following services are not covered by the yearly charges indicated in the schedule and shall be provided by Camlab at the request of the customer at an extra charge in accordance with clause 4.2.

- 3.1 The maintenance and repair of the Equipment other than provided for in 2.1 and 2.2 above.
- 3.2 Any adjustments normally made by the operator as part of the day to day running of the equipment.
- 3.3 The replacement of parts which of their nature have a limited life span (e.g. Lamps, fuses, etc.) and the supply or replacement of consumables (e.g. printer-paper, reagents, etc.).
- 3.4 The repair of damage to the Equipment arising from accident, acts of nature, acts of third parties, transportation, misuse, incorrect line voltage and the correction of faults or defects in the Equipment caused by the customer or unauthorised attempts to effect repairs and maintenance on his behalf.
- 3.5 The modification or alteration of the whole or any part of the Equipment.
- 3.6 Maintenance and repair other than at the place of installation at the time of commencement of this contract, unless agreed beforehand in writing with Camlab.

4. Charges, costs and expenses**4.1 Yearly charges**

- 4.1.1 The yearly charges indicated in the contract schedule are payable in advance on an annual basis not later than the commencement date shown in the contract schedule. Charges for renewal of the contract are payable on or before the renewal date.
- 4.1.2 The charges shown are those existing at the date of this contract but Camlab may increase such charges by written notice to the customer at least 6 weeks prior to the next renewal date.
- 4.1.3 The yearly charges cover only the equipment listed in the contract schedule and any change to the listed Equipment may result in a change in such charges.
- 4.1.4 All costs and expenses incurred by Camlab in the execution of the services described under 2.1 and 2.2 and corresponding to travel and labour are comprised in the yearly charges and shall not be the subject of additional charges.

4.2 Extra Charges

- 4.2.1 Except where otherwise specified in the contract schedule, extra charges are payable in consideration for all repairs carried out by Camlab under Clause 3 and for any replacement parts provided by Camlab.
- 4.2.3 Extra charges shall be invoiced to CUSTOMER upon completion of the repair maintenance or replacement works and are payable by CUSTOMER not later than 30 (thirty) days from the date of Camlab's invoice.
- 4.2.4

5 Customer's obligations

The customer undertakes, subject to the conditions contained in this document, and the attached contract schedule:

- 5.1 Not to make alterations to the Equipment nor to employ additional attachments, features or devices on the Equipment without Camlab's written consent;
- 5.2 During servicing and maintenance by Camlab in accordance with Condition 2 to provide adequate working space around the Equipment for Camlab's service engineers and to allow full and uninterrupted access to the Equipment subject only to the customer's internal security rules as notified to Camlab in writing;
- 5.3 To ensure that the operator and managers of the Equipment are properly trained to use it;
- 5.4 Not to abuse or misuse the Equipment in any manner likely to damage it or make it unsafe to use;
- 5.5 To report defects to Camlab in a timely manner so as to minimise further potential damage to the Equipment;
- 5.6 To ensure the Equipment is free of radioactive, biological and chemical contamination before Camlab's engineer commences work on the Equipment (Section 4 Health & Safety At Work Act 1974).

6 Liability and Limitation

Except as provided elsewhere in this contract and except in so far as such liability relates to death or personal injury resulting from Camlab's proven negligence:

- 6.1 Camlab shall not be liable to the customer for or in respect of any direct, indirect, consequential or economic loss or damage of the customer for or arising out of any breach of this contract or any negligence in connection with the purported performance thereof.
- 6.2 Camlab's liability under this contract shall under no circumstances exceed the aggregate amount paid or known to be payable to Camlab in respect of this contract.

7 Termination

- 7.1. This Agreement may be terminated by Camlab without compensation on giving 14 (fourteen) days written notice in accordance with Clause 8.4 in the event of the customer:
 - 7.1.1. Breaching any of its terms and not having remedied such breach within 30 (thirty) days of written notice to do so; or
 - 7.1.2. Failing to make payment strictly in accordance with Condition 4; or
 - 7.1.3. Ceasing to trade or going into liquidation or becoming bankrupt or insolvent.
- 7.2. Such termination shall in all cases be without prejudice to the existing rights and obligations of both parties at the date thereof.

8. Miscellaneous

- 8.1. Camlab may assign this contract or any benefit arising under it provided that its obligations under the contract are in no way diminished. This contract may not otherwise be assigned.
- 8.2. No modification or amendment to this contract and no waiver of any of its terms or conditions shall be valid unless made in writing by authorised representatives of both parties.
- 8.3. The terms and conditions of any order or other document issued by the customer and relating to the service, material or Equipment the subject of this contract shall be of no effect.
- 8.4. Notices served under the contract shall be in writing and sent by registered mail in the case of Camlab to the address shown and in the case of the CUSTOMER to the invoice address shown in the contract schedule.
- 8.5. This contract shall be construed in all respect in accordance with English law.