



BioNiQuest

LAB SERVICES, INC.

696 San Ramon Valley Blvd. • #346 • Danville, CA 94526

(866) 337-3918
(925) 855-1915
www.bioniquet.com

Service Agreement Terms and Conditions

1. Working Hours: Normal working hours are 8 a.m. to 5 p.m., Monday through Friday, except for national holidays.
2. Terms and Termination: The term of this agreement is for the period shown on the face hereof. Either party may terminate this agreement within 30 (thirty) days notice to the other party. Upon termination of this Agreement, the price stated shall be prorated based upon the number of days expired under the annual contract.
3. Equipment Availability: Buyer/User agrees to make the instrument(s) covered under this Agreement available for servicing at the time of each scheduled preventive maintenance or emergency service call.
4. Excluded Services: BioNiQuest shall not be obligated to provide services under this agreement for (a) damage to or destruction of instrument(s) covered where such damage or destruction is the result of or caused by (1) fire or explosion of any origin, electrical power surges, riot, civil commotion, aircraft, war or any act of God including but not limited to lightning, flood, hail, earthquake, (2) Buyers/Users misuse or abuse of such instrument(s), (3) rotors which are out of warranty or that BioNiQuest has recommended be retired or which are not on the date of damage classified for use in the covered instrument or accessories, or (4) use of a rotor not of Beckman manufacture, (5) parts, supply items or accessories not manufactured or sold by Beckman; (b) moving or re-installation of covered instrument(s); (c) damage or destruction of an instrument resulting from repairs by persons other than personnel authorized by BioNiQuest; (d) decontamination due to spillage; (e) interpretation of data; (f) installation of unauthorized modifications; (g) accessories not listed or included in the Agreement. The same terms and conditions apply to Sorvall and Sanyo equipment, and customers should not use rotors and centrifuges from different manufacturers without written permission from BioNiQuest.
5. Excluded parts: The following are excluded unless otherwise listed on the service quotation: PC computers, software, software support, rotors, tubes, chemicals, samples, and all types of supply or consumable items.
6. Obsolete instruments are subject to parts availability. In the event a part is not available for an obsolete instrument from the manufacturer and we cannot find a replacement part from our other sources at a reasonable price, then we will reimburse the customer the prorated amount remaining on the annual service contract.



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7. **Warranty:** BioNiQuest warrants that the services to be performed hereunder will be done in a workmanlike manner and shall conform to standards of the industry. This warranty is given expressly and in place of all other warranties, expressed or implied (either in fact or by operation of law), statutory or otherwise, and is the only warranty given by BioNiQuest. Buyer agrees that there are no undertakings, agreements or representations, expressed or implied, not specified in this Agreement, and this instrument contains the entire agreement between the parties. Buyer agrees that if BioNiQuest breaches any warranty in the performance of the service called for by this Agreement, BioNiQuest's sole liability is limited to re-servicing of the instrument(s) or, at BioNiQuest's option, return of the sum paid for such services.
8. **Indemnity and Waiver:** BioNiQuest agrees to indemnify and hold harmless the Buyer from and against any and all claims, demands, suits and expenses by reason of injury or death of any person(s) or damage to any property (except as excluded hereafter) solely and directly attributable to the negligent acts or negligent omissions of BioNiQuest, its agents or employees while on the premises of Buyer and arising out of services provided herein. Buyer expressly waives any and all claims against BioNiQuest (regardless of cause) for all loss or damage resulting from fire or other perils customarily insured under fire and extended coverage insurance policies and for all consequential damages due to loss of profit, loss of good will or interruption and/or loss of business or any other cause whatsoever.
9. **Worker's Compensation:** BioNiQuest agrees to maintain Worker's Compensation Insurance as may be required by law covering its employees who perform the services.
10. **General:** This Agreement is entered into and shall be governed and construed by the laws of the State of California.

BioNiQuest Representative Date

Customer Representative Date