

**L.M.G. SCIENTIFIC SERVICES
TERMS AND CONDITIONS FOR PREVENTATIVE SERVICE AGREEMENTS
FOR MICROSCOPY & HISTOLOGY PRODUCTS**

1. **APPLICABILITY**
 - 1.1 Instruments
 - Operating Microscopes
 - Micro tomes
 - Cryostats
 - Microscope Systems
 - Histology Products
 - 1.2 Instruments sold new by Leica MicroSystems Pty Limited (hereinafter called Leica)
 - 1.3 Instruments presently covered by Service Agreements.
 - 1.4 Current model instruments after they have been overhauled.
2. **PERIOD**

This agreement will commence on the date specified in the "L.M.G. Preventative Service Agreement" and unless terminated by either party to this Agreement within the concept and provisions contained herein, remain in force for a period of three (3) years. Thereafter, unless indicated otherwise, the agreement will be renewed for a further three (3) year term.
3. **SERVICES**
 - 3.1 L.M.G. shall carry out preventative maintenance service(s) on the equipment covered under this agreement as per the attached "Preventative Service Schedule" in accordance with the manufacturers maintenance instructions.
 - 3.2 All services are provided between the hours of 8:30am and 4:30pm Monday to Friday excluding Public Holidays.
 - 3.3 The equipment to be covered under this maintenance agreement must be within a 50 km radius of the local Leica service agent or a zone charge will be applicable.
4. **SPARE PARTS**
 - 4.1 The fees do not include the cost of parts, however should it be necessary to replace parts L.M.G. will allow a discount of 10 percent on these parts to the customer.
 - 4.2 Consumable items are not covered under this agreement.
5. **REPAIRS & BREAKDOWNS**
 - 5.1 This service agreement does not cover repairs and breakdowns other than regular preventative maintenance services. During the warranty period, L.M.G. will carry out repairs as per the general terms and conditions of sale and such repairs are carried out free of charge to the customer.
 - 5.2 Should the equipment fail after the warranty period, and the customer has a PM agreement, L.M.G. will provide priority response to breakdown calls. Such calls will be charged to the customer with a discount of 15 percent applied to labour costs.
6. **TERMS**

Customer may terminate this Agreement, provided thirty (30) days prior written notice is given. L.M.G. may terminate this Agreement under the same conditions.
7. **PAYMENT**

Maintenance charges will be invoiced after the preventative services have been carried out, or be paid in advance by prior arrangement. Payment is due within thirty (30) days of the invoice date.
8. **EXCLUSIONS**

This Agreement does not cover:

 - Breakdowns and repairs
 - Spare parts
 - Accident and misuse by customer
 - Extensive service work caused by fungus, moisture or use of instrument in an unduly hostile environment.
 - Problems caused by interfacing to non-Leica equipment.
 - Rectification of any problem caused by persons other than parties authorised by Leica.
 - Consumable items.
 - User checks as covered in the Operators Manual.
9. **LIMITATION OF LIABILITY**

L.M.G. shall be responsible for the careful completion of work carried out under this Agreement.
L.M.G. shall not be liable to customers for any compensation with regard to any interruption in use of the equipment irrespective of the cause of such interruptions or their duration, nor for the security of stored data against destruction.
10. **AGREEMENT RATES**

The fees quoted will remain fixed for a period of three (3) years from the commencement date of the Maintenance Agreement. Thereafter, the rates of renewal on a three year basis will be those current at that point in time.
11. **G.S.T.**

With the introduction of G.S.T., the customer agrees to meet this cost over and above the quoted contract price unless this price is inclusive or proof of exemption can be supplied.