

Sartorius Limited Terms of Business – Service

1. Definitions

“Company” – Sartorius Mechatronics UK Ltd

“Customer” – The person or company named on the agreement

“Initial Term” – 12 months unless otherwise agreed

“Level of cover” – The company’s schedule of cover, a copy of which has been supplied

“Maintenance Services” – The services to be provided as specified by the level of cover

“Business Hours” – 8:30 AM – 5:00 PM Monday to Friday

“Equipment” – The equipment specified in the contract

2. Maintenance Services

The Company agrees to provide the services agreed as set out in the schedule of cover, subject to the equipment being found in a satisfactory condition on first inspection, and listed below:

- (A) The company will make visits during business hours to carry out routine maintenance in accordance with the company’s working procedures for maintenance.
- (B) Upon a written notification that the equipment has failed or malfunctioned the Company shall, during business hours, make good such failure subject to the level of cover in place.

3. Charges

(A) The customer agrees to pay the Annual Premium in advance and this must be received by the Company no fewer than 7 days prior to the commencement of the contract.

(B) Charges arising from work carried out not in accordance with the contract will be invoiced upon completion of the work and are due strictly within thirty (30) days net monthly.

(C) The company reserves the right to vary the premium charged after initial term and for matters outside of the Company’s control.

(D) All charges are ex VAT which shall be paid by the Customer.

(E) If the Customer fails to make any payment on the due date then Sartorius Mechatronics UK

Limited shall be entitled to suspend any further deliveries of Services to the Customer;

Sartorius Mechatronics UK Limited understands and may exercise its statutory right of interest



under the Late Payment of Commercial Debts (Interest) Act 1998 if it is are not paid according to its credit terms. Failure to make payment on the due date may result in additional interest charges calculated on a daily basis at an annual rate equal to the aggregate of 2.25 per cent and the base rate of the Bank of England. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after, as well as before, any judgement.

(F) The company reserves the right to charge an admin fee in the event of non payment of any charges.

4. Exceptions

The contract cover excludes any maintenance or repair which has resulted in any cause including and not limited to non fair wear or tear, failure of air or power supplies, faults of attached equipment, force majeure or act of god. Scheduled maintenance does not cover parts deemed to be consumables.

5. Replacement Parts

Any parts fitted remain the property of the Company until payment has received in full. Any parts removed shall become the property of the company.

6. Contract Duration

The contract commences on the date specified and shall run for a minimum of 12 months and shall continue thereafter on an annual basis unless terminated by either party upon production of 3 months written notice not less than 3 months prior to the renewal date.

7. Customer Obligations

(A) The Customer undertakes to make available a working power supply for each system and for associated peripherals.

(B) Ensure that environmental and cleanliness conditions are met and that reasonable precautions are taken to prevent damage by water ingress.

(C) To make alternative arrangements and allow system shutdown for a reasonable period while the agreed work is undertaken.

(D) To make accessible all areas of the site, required by the Company to complete work.

(E) Provide suitable lifting equipment together with labour for lifting large or heavy equipment.

(F) Make available to the Company any manuals, operating instructions, staff and information to enable the Company to discharge it's obligations under the Contract

(G) Make available facilities and services to the Company.

(H) If advised to by the Company to stock particular spare parts at the Customers expense and to ensure these spare parts are available to the Company at all times.

8. Termination

The Contract may be terminated by the Company if the Customer fails to pay any sums due in accordance with the payment terms. Early termination may be accepted from the Customer subject to a sum of 6 months premium being paid at the time of the termination.