

Biotage India Private Limited

Terms and Conditions for Service in India

A. Biotage Responsibilities

1. To carry out service and maintenance on Biotage instruments ("Instruments") for Customer under the terms and conditions of the relevant Agreement ("Agreement"). To use Biotage certified service engineers ("Service Engineer").
2. To provide feedback to Customer about problems resulting from negligence, lack of maintenance, misuse etc., on the part of the user(s) of the Instrument.
3. To obey site/establishment rules and procedures Biotage has been advised of.
4. To be sensitive to the Customer's needs, working conditions and priorities insofar as this does not conflict with the terms and conditions of this Agreement.
5. To carry adequate insurance protections.

B. Customer Responsibilities

1. Customer's premises and the condition of Instrument/installations contained within the premises must comply with any current health and safety legislation and any other special regulations applicable to the particular type of establishment and country.
2. Instrument must be free from pathogenic, toxic and radioactive material etc. before Service Engineers are allowed to work on it. This also applies to Instrument returned by a customer to Biotage's work-shop/factory. The Customer must produce documentary evidence that decontamination has been performed if requested.
3. Adequate physical access to the Instrument must be provided for service purposes. If such impediment occurs and results in extra time or visits, then this will be charged for at normal rates.
4. To heed advice given on the proper care and use of the Instrument.

C. Exclusions

1. Biotage shall not be deemed to be in breach of the Agreement to the extent that Biotage is prevented from or delayed or hindered in complying with its obligations by any circumstances which are beyond its control or which it could not reasonably have been expected to control including but not limited to fire, flood, etc.
2. Instrument problems caused by the use of non-Biotage supplies and spare parts are not covered by the Agreement.
3. The Agreement do not include updating, upgrading, or modification of Instrument except where this is deemed to be a safety requirement.
4. The Agreement does not cover the maintenance required to be carried out by the customer and detailed in the appropriate instruction manuals supplied with the Instrument
5. Prices provided are based upon normal laboratory use of Instrument, If Instrument is put to abnormal use then the prices may be adjusted accordingly. Normal use means that the Instrument is used within its stated specifications.
6. Biotage shall be relieved of its obligations hereunder in relation to an Instrument if:
 - a. The Instrument is damaged through accident, misuse, theft, fire, water or neglect except where this is directly due to any act or omission of Biotage its employees or duly authorised agents.
 - b. The Customer employs additional attachments, features or devices to the Instrument except those specifically authorised by the Company in writing or in its Customer Instruction Manual or makes any alteration to the Instruments(s) or carries out any maintenance of the same without the Company's prior written consent.
 - c. The Instrument has not been used in accordance with the instructions in the User Manual. In addition, where the Instrument is controlled by or used in conjunction with Personal Computers and/or Interfacing or Management Software these are not included in any Agreement outside the third party suppliers' normal terms of warranty.

7. Certain parts are excluded from service Agreements because they are either consumables, sample accessories of a fragile nature or have a life that is directly related to usage.
8. Work carried out under the Agreement will be performed between 9am and 5pm Monday to Friday exclusive of National Holidays. Work done outside these times will be by mutual Agreement and may be charged for.
9. All services will be suspended automatically if invoices remain unpaid at due date.
10. Nothing in these conditions will operate to exclude, restrict or limit any liability of Biotage for death or personal injury resulting from gross negligence or wilful acts.
11. These terms and conditions supersede, exclude and extinguish (and Customer shall not rely on and Biotage shall not be liable under) any other warranty, condition or representation whatsoever.
12. The Company reserves the right, at its discretion to inspect any Instrument prior to acceptance for inclusion in any Agreement, if the Instrument in question has not been supported under any Biotage maintenance program in the period immediately preceding the request for inclusion on the Agreement. The inspection and any remedial action required to bring the Instrument to an acceptable standard will be made at Biotage's discretion and at current rates.
13. This Agreement is not transferable without prior written consent of Biotage.

D. Limitation of Liability

The parties to the Agreement shall in no event be liable for any indirect or consequential, or punitive damages of any kind from any cause arising out of the sale, use or inability to use any goods or services, including without limitation, loss of profits, goodwill or business interruption, even if a party has been advised of the possibility of such damage.

E. Software

Biotage software upgrades are included for the term of the Agreement. The customer will receive patches for bug fixes for the existing software version. New software versions that add additional capability are not covered under the Agreement. Third party software upgrades are not covered under the Agreement.

F. Contract Period and Termination

The Agreement will automatically renew at the end of each contract period unless either party terminate the Agreement 30 days in advance of the contract end date.

No later than 2 months prior to end of the current contract period Biotage will send a renewal confirmation with price for the forthcoming period. Buyer need to respond with a new Purchase number (PO) for the coming term. A late acceptance of renewal will cause interruption in service delivery under the Agreement.

Agreement may be cancelled by either party giving three months notice. A pro-rate refund or credit will be issued to a customer where cancelled by Company. No refund is applicable where cancelled by Customer.

G. Payment

Prices are exclusive of GST and payable in advance.

H. Additional Charges

Extra charges may be applied for time taken to attend on site safety briefs/presentation carried out by Customers.

Biotage 1-Point Support