CONTRACT SCHEDULE / 01

Maintenance Contract Agreement

Schedule, pricing and scope of cover

Schedule

Proposal Number	[[PROPOSAL_NUMBER]]
Date of Proposal	[[DATE_OF_PROPOSAL]]
Provider	Sercon Limited
Customer	[[CUSTOMER_NAME_AND_ADDRESS]]
Customer Purchase Order No.	[[CUSTOMER_PURCHASE_ORDER_NUMBER]]
Period of Agreement	[[PERIOD_OF_AGREEMENT]]

Office use only

Period of Agreement	[[OFFICE_PERIOD_OF_AGREEMENT]]
Invoice Number / Payment Date	[[INVOICE_NUMBER]] / [[PAYMENT_DATE]]

Pricing options

[[NUMBER_OF_VISITS_PER_ANNUM]]	[[NUMBER_OF_DAYS_PER_VISIT]]	[[AGREEMENT_PRICE_GBP]]

Office use only

Number of Visits per Annum	[[OFFICE_NUMBER_OF_VISITS]]
Dates of visit 1 / engineer	[[VISIT_1_DATE_AND_ENGINEER]]
Dates of visit 2 / engineer	[[VISIT_2_DATE_AND_ENGINEER]]

Details of Proposal

Overview

The purpose of the agreement is to support the customer in the operation and maintenance of their Europa / PDZ Europa / Sercon Stable Isotope Ratio Mass Spectrometer instrument.

Under the terms of this agreement, the provider will, for the duration of the agreement:-

1. Make maintenance or repair visits to the customers' site as per the options detailed.
2. In the event of an emergency, make an engineer available
3. Provide unlimited technical assistance by phone, fax or e mail.
4. Provide analytical and applications advice where possible.

Any visits may be used for routine maintenance, emergency call-out or training purposes at the customers' request.

In the event of an emergency visit, if the solution is found within the allocated time, the balance of the time will be used for optimisation of the system and / or routine maintenance.

SCOPE OF SERVICE / 02

Routine maintenance & support

Routine Maintenance Visits

Dates for routine maintenance will be mutually agreed between the parties subject to fair notice period. A routine maintenance visit will consist of: -

Mass Spectrometer

1. Changing the vacuum pump oil.
2. Inspection and changing of the ion source filament if necessary (one replacement filament included in contract price).
3. General checks of wiring, electronics and electronic stability.
4. Optimisation of the source tuning parameters for sensitivity, precision and linearity.
5. Repair of any faults found. Customer to advise of known faults prior to visit.
6. Alert customer to any issues that may need to be addressed in the future.

Preparation Systems

1. Check of all system components.
2. Repair of any faults found. Customer to advise of known faults prior to visit.
3. Detailed leak checks and optimisation of flow rates.
4. Replacement of blocked or ageing pipe work (materials included).

Customers Responsibilities

1. To give the provider due notice of their requirement for a routine service visit.
2. To alert the provider of any known faults prior to the visit.

Exclusions

Parts or consumables supplied by the provider during the visit are excluded from the agreement unless specifically mentioned within this agreement.

Additional

The customer will be provided with a detailed report of the work carried out following the visit. This report will include the engineer's observations and recommendations to the customer.

Phone, fax and E-mail Support (Remote support)

The customer will receive unlimited phone, fax and E-mail support during the period of this agreement.

All requests will be responded to on the day of receipt (weekends excluded).

The customer will receive notification of the Sercon technical help E-mail address. All requests to this address will take priority over any other.

Sercon 'technical bulletin's will be provided free of charge. Technical bulletins are fact sheets detailing diagnosis and repair of common faults on supported systems.

CONTRACT TERMS / 03

Emergency visits & conditions

Emergency Call-Out Visits

This will consist of a visit(s) by one of the provider's engineers to remedy a fault with any of the instruments covered under this agreement. A visit will be made as soon as practically possible. The time frame is subject to the required spare parts necessary to resolve the problem being available. Note: Sercon stock most commonly used spare parts and circuit boards but items such as furnaces

and pumps are subject to special order.

Emergency visits will only be made at the customers request and the decision to request a visit will remain with the customer at all times.

To avoid the need for unnecessary use of an emergency visit, Sercon engineers will make all attempts to provide a solution to the fault remotely prior to a visit and to diagnose which parts may be required to rectify the fault.

Spare parts or consumable items supplied by the provider during the visit are not included in this agreement unless specifically mentioned.

The customer will be provided with a detailed report of work carried out during the visit.

If there is a requirement to replace any parts, the price and necessity will be agreed with the customer prior to fitting such parts.

Terms and Conditions

1. All agreements are subject to payment in advance.
2. No agreement is valid until payment has been received. Any cover provided prior to receipt of payment is at the discretion of Sercon Limited.
3. Failure by the provider to honour this agreement will entitle the customer to a refund of the agreement charges pro-rata to the unused part of the agreement.
4. For administration purposes it should be assumed that 66.67% of the agreement charges relate to the visit and 33.33% to remote support respectively.
5. The agreement charges include: -

5.1 All travel costs incurred by the provider in line with the agreement

5.2 All subsistence costs

5.3 All accommodation costs

6. The agreement charges do not include: -

6.1 parts or consumable items supplied by the provider during a maintenance visit or emergency visit unless specifically mentioned within the agreement.

6.2 parts or consumables supplied to the customer as a result of remote diagnostics or recommended to the customer by the provider.

6.3 visits to the customer's premises to rectify any faults or provide maintenance over and above the terms of this agreement. Additional visits will attract an additional charge in line with Sercon preferential rates scheme.

6.4 Additional days spent on site, over and above this agreement, during emergency call out or routine maintenance visits. The preferential rates scheme applies.

6.5 The provider does not warrant any items on the customer's system(s). Any spare parts provided will be subject to individual warranty. Warranty will be provided on such items subject to normal warranty terms and conditions.

ACCEPTANCE / 04

Legal notices & signatures

Completion and acceptance of the maintenance agreement

Legal Notices

1. The provider will ensure that Employers, Product and Public Liability cover all engineers. Certificate numbers may be provided on request.
2. This agreement shall be subject to the Laws of England. Any disputes, claims or settlements are subject to the jurisdiction of the Courts unless the interested parties can agree settlement.

3. If any part of this agreement shall be deemed void, it shall not affect the balance of the agreement.

Signatures

This agreement is considered to be operational once signed and dated by the interested parties below, and subject to payment of the invoice.

On Behalf of Sercon Limited
Signature
[[SERCON_SIGNATORY_NAME]]
Date

On Behalf of Customer
Signature
[[CUSTOMER_SIGNATORY_NAME]]
Date