

## 1. REPAIR COVERAGE PROVIDED

This agreement between Bioanalytical Systems Inc. (BASi) and the customer constitutes services and materials to be supplied by BASi for the purpose of maintaining and repairing one or more electrochemical instruments. BASi shall provide replacement parts and labor, except for those exclusions and consumables listed below. BASi will have the covered instrument repaired at its West Lafayette, Indiana facility. Transportation of covered equipment to and from BASi via ground service shall be borne by BASi. *Special shipping via express air service shall be the responsibility of the customer.*

## 2. CONSUMABLE ACCESSORIES PROVIDED BY BASi

**At the request of the customer**, and limited to one (1) time during the term of the plan, BASi shall provide free-of-charge the supplies listed below.

- a) Three (3) reference electrodes (1 package)
- b) One (1) polishing kit
- c) One (1) package of replacement cell vials (depends on if, and which, cell or cell stand was purchased)

## 3. CONSUMABLES AND OTHER EXCLUDED ITEMS

The following items, some of which are consumed during normal operation, are excluded from the terms of this agreement with the exception of those noted in section 2:

- d) working, reference, auxiliary electrodes, and capillaries
- e) cell vials
- f) polishing supplies
- g) sparging/purging supplies
- h) computers and printers
- i) tubing, gaskets, and fittings
- j) DigiSim Software
- k) Controlled Growth Mercury Electrode (CGME)

## 4. EXCLUSIONS

BASi shall not be responsible for repairs and maintenance made necessary due to:

- a) repairs or alterations to the instrument made by anyone, individual or organization, other than a BASi authorized representative
- b) poor facility, operating conditions or utilities
- c) decomposition of the instrument or its components due to chemical action not related to normal instrument usage
- d) improper analytical procedures used by the customer
- e) damage to the instrument caused by the customer
- f) any uncontrollable environmental condition
- g) negligence, willful misconduct, or intentional disregard of laws and regulations by the customer

## 5. CHARGES FOR EXCLUDED SERVICES

BASi shall charge for and customer agrees to pay (at the then current and applicable rates) for all non-covered services furnished hereunder provided that buyer is made aware of such services before they are performed.

## 6. TERMS

This contract shall become effective upon the date of receipt by BASi of the payment by the customer of the annual contract charge as shown on Quote # \_\_\_\_\_ and shall continue for one (1) calendar year from such date. Either party may terminate this agreement at any time by giving thirty (30) calendar days prior written notice to the other party. The unused portion of the contract charge shall be refunded, based on the remainder of the contract's intended duration of one (1) year minus the standard charges for BASi services covered by the contract. Buyer understands that alteration, attachments, or specification changes made to the covered instruments at the Buyer's request may require an increase in agreement charges and agrees to pay such charges promptly when due. Buyer also agrees to notify BASi immediately of any instrument malfunction.

If original warranty or maintenance plan coverage lapses, then the instrument must be inspected and certified to be in good working condition by an authorized BASi representative before purchase or renewal of the maintenance plan. If the instrument must be shipped to BASi's West Lafayette facility for inspection and certification, the customer will bear all shipping costs. If the customer requires on-site inspection, the customer will bear travel/time expenses for authorized BASi representative.

## 7. NO WARRANTY

Other than obligations set forth herein, BASi disclaims all warranties, expressed or implied, including any implied warranties of fitness for use or fitness for a particular purpose. BASi shall not be responsible for direct, incidental or consequential damage, including, but not limited to, damages arising out of the use or performances of the instruments or loss of the instruments.

## 8. BREACH OR DEFAULT

If the Buyer does not pay all charges for this contract promptly when due, BASi may refuse to service the equipment or furnish service on a C.O.D., "Per Call" basis at published rates. The Buyer also agrees to pay BASi's costs and expenses of collection, including the maximum attorney's fee permitted by law, on all delinquent charges pertaining to this contract.

## 9. MISCELLANEOUS

This agreement shall be governed by, and construed according to, the laws of the State of Indiana. It constitutes the entire contract between the Buyer and BASi and may not be modified except in writing signed by duly authorized officers of the Buyer and BASi.