

## Standard Terms and Conditions for Equipment Services – Service Maintenance Agreement

1. **SCOPE:** These Standard Terms and Conditions for equipment services (“Services”) apply to the services described on Beckman Coulter, Inc.’s (“BCI”) quote. By accepting the quote for Services, unless modified by a written agreement between the parties, Customer (identified in the quote) agrees to these terms and conditions (which, along with the quote and any attachments incorporated by reference, is the “Agreement”). Any terms or conditions on a purchase order, order acknowledgement or any other documents relating to the services will be null and void. The Agreement is effective on the earlier of Customer’s written or verbal acceptance, or commencement of performance of the services.
2. **PAYMENT:** BCI will invoice Customer for the Services at the beginning of each Services period. Payment terms are thirty (30) days of the date of invoice. Failure to timely pay the invoice or failure to start service coverage timely (such as after warranty or end of the previous service term) may lead to increase in pricing.
3. **TERMINATION:** This Agreement shall remain in force for the applicable Services period. Either party may terminate this Agreement upon thirty (30) days’ written notice to the other party. Any service performed prior to the effective date of this Agreement, or performed subsequent to the expiration or termination of this Agreement, will be billed at the then current time and materials rate.
4. **CANCELLATION/PRORATION SCHEDULE:** In the event that the Agreement is terminated prior to the end of the applicable annual Services period, BCI may retain the greater of (i) fifteen percent (15%) of the annual service price for each month, or part of a month that BCI provides services, or (ii) an amount equal to the actual services rendered. Any balance will be returned to the Customer.
5. **EQUIPMENT AVAILABILITY:** BCI and Customer will set a mutually agreeable date and time for each service visit. Customer agrees to make applicable instruments and facilities available for servicing at the time of Services.
6. **INCLUSIONS AND EXCLUSIONS:** The features of the Services plan (including inclusions and exclusions) selected by the Customer can be found on BCI’s site at <https://www.beckmancoulter.com/en/support/service-package-exclusions>.
7. **WARRANTY:** BCI warrants that the Services will be performed in a workmanlike manner and that the parts supplied hereunder shall conform to BCI’s specifications. THE WARRANTIES IN THIS SECTION ARE PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. BCI DISCLAIMS ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY ABOUT THE MERCHANTABILITY OF THE PRODUCTS, INFRINGEMENT OR THEIR FITNESS FOR A PARTICULAR PURPOSE. BCI’s sole liability under the foregoing warranty is to reservice the instrument(s) and/or repair or replace the defective part or, at BCI’s option, return the sum paid for such services.
8. **INDEMNITY:** BCI agrees to indemnify and save harmless the Customer from and against any and all third-party claims, demands, suits and expenses by reason of injury or death of any person(s) or damage to any property (except as excluded hereafter) solely and directly attributable to the negligent acts or negligent omissions of BCI, its agents or employees while on the premises of the Customer and arising out of Services provided
9. **LIMITATION OF LIABILITY:** EXCEPT FOR BREACH OF CONFIDENTIALITY, NEITHER PARTY WILL HAVE ANY LIABILITY TO THE OTHER, OR ANY THIRD PARTIES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PENAL LOSS OR DAMAGE OF ANY NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF USE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE.
10. **CAUSES BEYOND CONTROL:** BCI is not responsible for (i) failure to fulfill its obligations under this Agreement from causes beyond its control or (ii) replacement of any instruments (identified under this Agreement) which BCI reasonably deems to be unrepairable.
11. **WORKER’S COMPENSATIONS:** BCI agrees to maintain Worker’s Compensation insurance as may be required by law covering its employees who perform the Services.
12. **GOVERNING LAW:** This Agreement is entered into and shall be governed and construed by the laws of the State where Customer is located, without reference to the conflicts of law provisions. Each party expressly waives its rights to trial by jury.
13. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; however, the Customer may not assign any part of this Agreement without the express written consent of BCI.

14. COUNTERPARTS: This Agreement may be executed by the parties hereto in several counterparts, each of which shall be an original, and all of which shall constitute together but one and the same agreement.
15. COMPLETE AGREEMENT: This Agreement constitutes the entire understanding and agreement between BCI and Customer concerning the subject matter hereof and supersedes all prior or contemporaneous negotiations.
16. OWNERSHIP OF PARTS: All parts, for which BCI has supplied a replacement, shall become the property of BCI.
17. RETURNED GOOD POLICY: BCI's Returned Material Authorization policy shall apply to any approved returned instruments or parts.
18. ProService: ProService, a remote service management system, is included as part of equipment Services. ProService will be setup during the installation of the applicable Equipment. Customer must provide and maintain network or other Internet access for ProService. Beckman Coulter retains ownership of any equipment Beckman Coulter provides for ProService.

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