

	<b>General PM Service/Calibration/Repair Call Terms &amp; Conditions</b>	<b>Form No</b>	GPMSRCT&C 1
		<b>Issue No</b>	1
		<b>Date</b>	13/04/2026
		<b>Classification</b>	Company



## GENERAL TERMS & CONDITIONS

These general terms and conditions of sale ("Terms and Conditions") will govern the sale of all services ("Services") from UK Laboratory Services Ltd ("UK Labs") to you (the "Purchaser"). Upon sending us your purchase order you will be agreeing to the below terms & conditions.

### The parties agree to the following terms and conditions:

- 1. Performance of Service:** UK Labs will perform the services described below (the "Services") in compliance with the terms of this Agreement, and UK Labs standard procedures. This service agreement includes preventative maintenance ("P.M") service call visit and or calibration visit and or repair visit for the instrument(s) listed in the email or PDF quotation by one of our engineers to your address. Each instrument must be on for at least 24 hours before visit (excluding breakdowns) and at set points plus decontaminated (where necessary). This service agreement does not include any parts. Any parts or PM kits required will be supplied and fitted at additional costs minus any discounts (see section 2). No other company is allowed to work on the instruments covered by this agreement. Our service and documentation will be to UKAS ISO9001 standards. All parts supplied and fitted by us will come with a 3-month guarantee. We are members of "Safe Contractor" and carry out our services to these standards. We are also Registered Waste Carriers but we do charge for removal of contaminated waste. Certain equipment that we need to work on will need to have all hazardous samples removed 24 hours prior to the service engineer visit and decontaminated. If tools are needed to be supplied prior to and service engineer visit, then this will incur an extra charge on top of the yearly service contract cost and invoiced separately (this is normally only required in cat 3 to 5 BSL laboratory environments). UK Labs will supply a copy of our risk assessment and method statement (RAMS) along with our health and safety policy on request. All our test instruments are calibrated annually in accordance with ISO9001 and traceable to national standards. All our engineers are manufacture factory trained or in house trained buy a qualified examiner. All service reports, calibration certificates, repair reports, IQ-OQ-PQ certificates or commissioning certificates will be emailed in PDF form to you within 5 days of the completed service engineer visit.
- 2. Our visiting engineers will need access to your guest Wi-Fi and need H&S briefing on arrival. We strongly recommend a Permit to Work and identifying the responsible person for the visit? Please supply parking or if required parking permits. If you are in a difficult to access location then please supply a map and details of where engineer is to report too. You must supply a signed copy of a decontamination certificate to the engineer on the day of their visit. If the instruments provided by the Purchaser contain (or are suspected to contain) any hazardous materials or active infectious agents, including without limitation bacteria, fungi, mycoplasmas, viruses, prions, radioactive or other materials that may be harmful to humans, have not been properly decontaminated and documented then we reserve the right to refuse to work on said instruments.**
- 3. Prices and Terms:** Prices are quoted in sterling excluding VAT and are valid for thirty (30) days after the quotation date, unless stated otherwise. Additional charges will be for any Parking, LEZ, ULEZ, Congestion Charges, tolls etc incurred by any engineer whilst travelling to and from the customers address. If possible, parking permits must be supplied to our engineers. c. UK Labs will invoice the Purchaser on completion of Services and this invoice must be paid within 30 days. d. Unless otherwise agreed in writing between the parties, the price of the Services shall be paid by bank transfer. To be eligible for credit terms, the Purchaser shall provide references, credit information and any other information as requested by UK Labs when requested. All payments shall be made in sterling. If a payment is not received within thirty (30) days after the invoice date, the Purchaser shall pay late charges on such past due amounts at the rate of 8% per month or the maximum rate allowed by law, whichever is higher, accruing as of the invoice date. Without liability to any person and without prejudice to any other remedy, UK labs has the right to withhold communication of new service reports or calibration certificates, if Purchaser is late in paying any amounts owing to UK Labs. f. Our standard Labour charges are currently £320+vat call out/travel charge and £155+vat per hour per engineer.
- 4. Services.** PM Service, Repair, Calibration, Validation, IQ/OQ/PQ, Mapping, Test Results and Reports. The Purchaser shall make a purchase by issuing to UK Labs a written purchase order, which will include the services requested. An order acknowledgement will be sent by UK Labs by email at the time the order is placed. Test/calibration results and report dates are estimated as accurately as possible at the time orders are placed.
- 5. Acceptance:** Purchaser shall have seven (7) business days from the receipt of the service results and reports, to determine the suitability of the report for its particular use. If UK Labs does not receive written notice within such seven (7) days period, the results and reports shall be deemed to have been accepted by the Purchaser.

6. Intellectual Property, Inventions and Results: All Intellectual Property Rights and other technology owned by a party as of the Effective Date will remain the sole and exclusive property of such party and no licenses or other rights with respect to such Intellectual Property Rights or other technology are granted to the other party except as expressly set forth in this Agreement. b. All right, title and interest in the Materials will be and remain the sole and exclusive property of Purchaser. c. As used herein: (i) "Intellectual Property Rights" means all intellectual property rights worldwide arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired; (ii) "Inventions" means any inventions, discoveries, improvements or know-how, whether or not patentable, which (A) use or incorporate the Materials and (B) are conceived, created, discovered or developed by UK Labs solely from performing the Services; provided, however, that Inventions will not include any inventions, discoveries, improvements or know how related to UK Labs products, processes or methods for identifying nucleic acids using mass spectrometry and the processing and analyses of the data generated by such products, processes or methods; and (iii) "Results" means any results, information, data or documents arising, resulting or generated by UK Labs solely from performing the Services.

7. Disclaimer: UK LABS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. UNDER NO CIRCUMSTANCE SHALL UK LABS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL LOSS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY RELATING TO THE LABORATORY TEST RESULTS AND REPORTS, EVEN IF UK LABS KNEW OF THE POSSIBILITY OF SUCH LOSS, DAMAGE OR EXPENSE. IN NO EVENT SHALL UK LABS BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES. UK LABS MAXIMUM LIABILITY FOR ANY REASON SHALL NOT EXCEED THE TOTAL PAYMENTS TO UK LABS HEREUNDER FOR THE RELEVANT SERVICES. PURCHASER HAS ACCEPTED THIS WARRANTY DISCLAIMER AS PART OF A BARGAIN WITH RESPECT TO THE PRICING OF THE SERVICES AND UNDERSTANDS THAT THE PRICING WOULD BE HIGHER IF UK LABS WERE REQUIRED TO BEAR LIABILITY IN EXCESS OF THAT STATED HEREIN. UK Labs neither assumes nor authorises any person, firm or entity to assume for it any other additional liability or responsibility in connection with the Services.

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