



ITS SCIENCE & MEDICAL SERVICE TERMS

These ITS Science & Medical Service Terms (“Terms”) govern the Service of Products by ITS Science & Medical Pte Ltd (hereinafter referred to as “ITS”). “Product” refers to equipment or third-party hardware and software that is sold and supported by ITS. “Service” refers to any standard repair and maintenance service, including supporting software updates.

The company or institution which has purchased the Product or Service from ITS will hereinafter be referred to as “OWNER”. OWNER may purchase Service for one or more Products identified on a Purchase Order to ITS. ITS’s offer to sell Service to OWNER is expressly limited to OWNER’s acceptance of these Terms.

ITS will make commercially reasonable efforts to deliver Service in accordance with the Service Agreement. No modification to these Terms shall be binding unless in writing and signed by ITS.

1. All Jobs Operating Hours

- a. Operating hours for any servicing, installation, commissioning, maintenance and delivery jobs are from Monday through Friday, during the hours of 0830 to 1730, excluding Public Holidays.

2. Responsibilities Of OWNER/ Duties of Cooperation

- a. OWNER’s premises with its conditions at which the Product is situated must comply with standard laboratory safety conditions and any other special regulation(s) applicable to the particular type of establishment.
- b. OWNER shall inform ITS of any potential hazards which may be encountered while servicing the Product.
- c. OWNER shall notify ITS immediately of any problems relating to the Product and shall grant ITS full and reasonable access to the Product.
- d. For the duration of the Service, OWNER shall allow the use of necessary available instruments and communication facilities by ITS in facilitating the repair of Product at no charge.
- e. OWNER shall provide ITS service personnel and subcontracted third parties with all requested information about the Product to be maintained and the associated documents.
- f. OWNER is obliged to make the Product available to ITS or subcontracted third parties for the performance of the Service at the agreed date and shall ensure that the appointed personnel have free and unimpeded access.
- g. If assembly, erection, commissioning or servicing is delayed due to circumstances for which ITS is not responsible, OWNER shall bear (at least) the additional costs required for the delay (waiting, travel costs etc.).

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3. Suitability of Utility

- a. It is the onus of the OWNER to provide the necessary utilities for proper installation and functioning of the Product at its premises, at its own expense. The necessary utilities may include, but are not limited to:
 - i. Electrical power, such as having sufficient voltage, current, isolator, conduit
 - ii. Gas, air supply, exhaust
 - iii. Water supply, discharge flow, pressure
 - iv. Designated location with compatible utilities within a 1-metre vicinity and has to be under ceiling

4. Suitability of Designated Location

- a. It is the onus of the OWNER to ensure the designated location fulfils the required conditions that would permit the proper usage and maintenance of the Product. The required conditions may include, but are not limited to:
 - i. Temperature
 - ii. Humidity
 - iii. Stable or Sturdy platform
 - iv. Ventilation
 - v. Accessibility for Servicing

5. Delivery

- a. It is incumbent upon the OWNER to ensure there is a suitable route for the delivery of the Product to the designated location. Should the delivery route be unsuitable, it is the responsibility of the OWNER to inform ITS at the point of quotation. Factors that would attribute to an unsuitable delivery route include, but are not limited to:
 - i. Absence of cargo lift
 - ii. Lack of open access
 - iii. Lack of ramp access
 - iv. Manual lifting via stairs
- b. The OWNER is responsible for ensuring the readiness of the designated location and the utilities necessary for the proper assembly, installation and commissioning of the Product at the point of delivery.
- c. Additional fees will be charged to the OWNER in the event that extra services are required. Extra services include, but are not limited to:

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- i. Manual lifting via stairs
- ii. Hoisting
- iii. Product relocation
- iv. Unpacking of the product on a separate occasion
- v. Disposal of packaging

The provision of these extra services will also be subject to availability.

6. Commissioning

- a. ITS will provide a one-time standard Operation Training for the Product. Any further trainings will be at the discretion of ITS and decided on a case-by-case basis. Charges may apply.
- b. The commissioning of the product by ITS excludes:
 - i. Any additional accessories, peripherals, adaptors etc.
 - ii. Regulatory licenses such as MOM registration and certification, unless otherwise stated in the Sales Quotation from ITS
 - iii. Qualified Personnel fees
 - iv. Verification or Qualification beyond the manufacturer's specifications, unless otherwise stated in the Sales Quotation

7. Product Warranty

- a. The warranty period for the Product will commence either:
 - i. Upon its successful commissioning, or
 - ii. One (1) month after delivery, for Products whereby commissioning is delayed by OWNER, or
 - iii. Upon delivery, for Products whereby commissioning is not applicable
- b. The manufacturer's warranty is a limited warranty that covers repair and replacement costs due to faulty products, parts or issues that stem from the manufacturing process. It excludes all damages outside of production-related errors.
- c. Should there be any manufacturer's defects among the delivered Products, ITS will use commercially reasonable efforts to repair the Product at its discretion. However, ITS is not obliged to provide a replacement of the Product.
- d. ITS shall have no obligation to provide the Services if any malfunction, damage, defects or failures arises from or relates to:

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- i. All consumables, such as optics, filters, light source, glass parts, deals, colour discrepancy, silkscreen print, logos, covers, accessories, data or power cables, switch covers, switch cladding, hoses, connector parts and clamps
- ii. Site conditions that do not conform to ITS's and manufacturer's specifications
- iii. Improper installation of the Product by OWNER
- iv. Neglect, operation misuse or abuse of the Product
- v. Accidental damage
- vi. Use of unauthorised parts, consumables or reagents, or removal of any parts
- vii. Repair, modification, maintenance or alteration of the Product by anyone other than an authorized ITS Representative
- viii. Relocation of the Product
- ix. Failure of or erratic electrical power
- x. Site computer and data network problems or integrity
- xi. Fire, earthquake, flood or any other force majeure event
- e. Should Service be requested by OWNER due to causes other than known wear and tear, OWNER shall remunerate ITS on ad hoc service charge basis.
- f. Service does not include training in operating, diagnosing, or repairing the Product, additional verification of the Product, relocation of the Product, or any service other than those referred to herein.

8. Verification/ Qualification

- a. The responsibility of ITS to provide verification or qualification of the Product does not extend beyond the Manufacturer's specifications.
- b. The OWNER is responsible for checking that the objectives have been met and the respective procedures have been carried out by the ITS representative, according to ITS or Manufacturer's checklist.
- c. Any other requests for verification or qualification of the Product beyond the Manufacturer's specifications would be considered as User Requirement Specification (URS) or Performance Qualification (PQ) and will be subject to additional charges.
- d. Post Calibration charges and downtime charges will also apply, upon ad hoc requests for such tests by the OWNER.

9. Preventive Maintenance

- a. At the point of Preventive Maintenance, the Product must be in good operating condition. If deemed otherwise, ITS reserves the right to determine whether the Service will be charged as Corrective Maintenance.

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- b. Preventive Maintenance does not include any repairs or adjustments.
- c. The OWNER is responsible for checking that the objectives have been met and the respective procedures have been carried out by the ITS representative, according to ITS or Manufacturer's checklist.

10. Calibration

- a. Upon request by the OWNER, ITS may engage a third party to carry out calibration for the Product with respect to the ISO 17025 standard, which will be separately charged.
- b. Calibration excludes any adjustment or recalibration for Products that are Out Of Specs (OOS).

11. Corrective Maintenance

- a. Repair and/or replacement of parts for the Product by ITS will be limited to the assessment offer made by the ITS representative.
- b. In the event that there are any additional defects found during the Service of the original intended issue, Service of the newly-identified defects will be separately charged.
- c. Corrective Maintenance of the Product excludes any additional verification or qualification, unless otherwise stated in the Service Offer.

12. Service Warranty

- a. In case of repair or replacement, the limitation period for warranty claims for repaired or replaced Products is thirty (30) days from the fulfilment of the Services performed, unless otherwise stated in the Service Offer. It will only cover the relevant repair done or replacement made for the Product during the repair or replacement.
- b. ITS shall have no obligation to provide the Services if any malfunction, damage, defects or failures arises from or relates to:
 - i. Site conditions that do not conform to ITS and manufacturer's specifications
 - ii. Improper installation of the Product by OWNER
 - iii. Neglect, operation misuse or abuse of the Product
 - iv. Accidental damage
 - v. Use of unauthorised parts, consumables or reagents, or removal of any parts
 - vi. Repair, modification, maintenance or alteration of the Product by anyone other than an authorized ITS Representative
 - vii. Relocation of the Product
 - viii. Failure of or erratic electrical power
 - ix. Site computer or data network problems or integrity
 - x. Fire, earthquake, flood or any other force majeure event

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