TÄBY 2024-02-20

Nordic Biolabs AB's general terms and conditions for Technical Service

1. Applicability

All sales, maintenance and delivery take place according to MAINTENANCE AGREEMENT Medical technical product LABU23 with the following additions/changes, unless otherwise agreed in writing between the parties. The agreement includes instruments/equipment and

These general conditions include;
• instruments/equipment and associated spare parts and any accessories specified in the agreement or in any attachments to the agreement.
• working time, travel time and travel costs as well as the tests, checks and/or calibration required at each maintenance according to the manufacturer's recommendations.

These general conditions do not cover maintenance or repairs caused by;
• that the purchasing client has made his own connections or interventions in the instrument/equipment without Nordic Biolabs AB's written consent.
• that the purchasing client has made their own installations or installed their own software.
• damage resulting from unqualified or incorrect use, lack of or incorrect maintenance or cleaning carried out by the client.
• errors or deficiencies in any connections to the equipment specified in the agreement.
Remedial action of errors, caused according to any of the points described above, will be invoiced according to current hourly rates and any additional travel costs, see point 5.

2. Definitions

Maintenance Agreement (Bronze)
Maintenance of instruments/equipment carried out according to the manufacturer's recommendations at agreed intervals.
An annual maintenance visit at a fixed price including working hours. Costs for travel and accommodation, such as hotels, flights, trains etc. according to zone fee.
In addition to this, spare parts/accessories, which are specified for each instrument in the agreement, are invoiced with a 10% discount on the current list price.

Maintenance agreement (Silver)
Maintenance of instruments/equipment carried out according to the manufacturer's recommendations at agreed intervals.
An annual maintenance visit at a fixed price including working hours. Costs for travel and accommodation, such as hotels, flights, trains etc. according to zone fee. In addition to this, spare parts/accessories, which are specified for each instrument in the agreement, are invoiced with a 15% discount on the current list price. In case of emergency service, working hours is not invoiced.

Full-Service Agreement (Gold)
Maintenance of instruments/equipment carried out according to the manufacturer's recommendations. In addition to this, emergency service and the spare parts/accessories are included in the corrective maintenance. Otherwise see special conditions in the agreement.
Consumables and upgrades not included. A comprehensive agreement can only be entered into as a direct continuation after the end of the warranty period. Full-service agreements (Gold) cannot be signed for instruments older than 10 years.

Response time
Response time is defined as the time from when the assignment is registered with Nordic Biolabs AB until actions are taken. Actions are defined as, telephone contact for troubleshooting, ordering spare parts and/or other remedial measures.

3. Nordic Biolab's commitment

Nordic Biolabs AB undertakes to carry out the actions described in "Scope of the Agreement" within normal working hours (08:00 - 16:00 excluding weekends Monday to Friday)
Nordic Biolabs AB undertakes to contact the client and schedule maintenance according to the period specified in the agreement.
Nordic Biolabs AB undertakes to document work performed after completed maintenance/service in a service report that is signed and sent to the clients, or the contact person specified in the contract, by e-mail.
Checklists for the maintenance, where such exist, are sent to the client, or to the contact person specified in the contract, by e-mail.
Furthermore, Nordic Biolabs AB is obliged to keep the client informed about conditions that may have an impact on the function of the instrument/equipment (wear and tear, improper use, etc.).

4. Service recipient's commitment

The service recipient is obliged to inform Nordic Biolabs AB about necessary protective measures or other things that are important for the work to be carried out without risk of accidents, illness or infection.
Prior to service, the client is obliged to clean the instrument/equipment in accordance with the instructions in the manual for the instrument in question.
The client undertakes to follow the user- and maintenance-routines recommended by the manufacturer and Nordic Biolabs AB.
The client undertakes to ensure that service technicians are given access to the equipment at the agreed time and that the instrument/equipment is positioned in a way that enables the work to be carried out without delay, obstruction or otherwise being made difficult.

Should the work be delayed or be postponed due to circumstances for which the client is responsible for the client will be invoiced for the extra time due to the delay according to current hourly rates, see point 5.

5. Prices

All prices are excluding VAT. Nordic Biolabs AB reserves the right to adjust stated prices for services and spare parts without notification in the event that the purchase costs of spare parts or the exchange rate for the current purchase has changed by ± 3% until the day when the delivered goods have been fully paid for. The exchange rate can be found in the agreement/quote.
Unexpected costs (spare parts not specified in the contract, extraordinary maintenance, repairs, extra cleaning and travel/accommodation costs etc) are invoiced after each service visit.
Repairs, maintenance, tests, checks (IQ, OQ & PQ) will be invoiced based on current hourly rates in accordance with the conditions stated below. Any exceptions are listed under "Special terms" alternatively "Scope of the agreement".
Hourly rate working days between 08.00-16.00 is invoiced according to agreement.
For work performed working days between 4:00 p.m. and 8:00 p.m., the hourly rate + 50% is invoiced.
For work performed after 20.00 on working days and/or during the weekend/bank holiday the hourly rate + 100% is invoiced.
Direct costs related to the trip, flight, hotel, rental car, parking and similar are invoiced according to actual cost.
Adjustment of the contract price takes place once a year and is calculated based on any changes in transport/travel costs, the age of the instrument/equipment and any changes in the manufacturer's maintenance routines. In the event of any price changes during the contract period, the client must always be notified in writing.

6. Payment terms and invoicing

30 days net from invoice date. In case of late payment will be invoiced according to the Swedish Interest Act.
Invoicing takes place at the conclusion of the agreement for the next 12-month period, unless otherwise agreed.
Clients who wish to have an order reference or similar on the invoice must, at their own responsibility, submit this to Nordic Biolabs AB annually. This shall be done without delay after a copy of the agreement has been received.

7. Warranty

All equipment provided by Nordic Biolabs AB has, unless otherwise specified in the purchase contract, a 12-month warranty. The warranty covers manufacturing and material defects. The warranty does not cover maintenance or upgrades of the equipment's software, nor does it cover damage caused by the user's negligence or failure to follow the instructions in the user manual.
If a warranty beyond 12 months has been specified, this warranty covers spare parts, not labour and travel.
If the equipment is to be repaired at the clients. Client will be invoiced for travel time and actual cost accommodation. Alternatively, the equipment can be sent to Nordic Biolabs AB at the customer's expense and risk. The equipment should then be sent in original packaging.
Nordic Biolabs AB provides a 3-month warranty on performed service/maintenance work.

8. Complaints

Errors linked to performed service/maintenance work must be reported in writing no later than three (3) months after performed service/maintenance work.
This right of complaint does not cover normal wear and tear on parts of the instrument/equipment.
Errors that occur on the instrument/equipment and that cannot be derived from the service performed, are not covered by the right of complaint.

9. Assignment, subcontractors

Nordic Biolabs AB has, after notifying the client, the right to transfer the agreement to another service provider.

10. Force majeure

Circumstances beyond Nordic Biolabs AB's control, force majeure, which result in commitments in the whole, or parts of, the agreement not being fulfilled, do not give the possibility of compensation/refund.
Force majeure includes war, insurrection or civil unrest, government decree, natural disaster, pandemic, interruption of public electricity supply or public transport, significant labour disputes or fire or other circumstances of a similar nature and with far-reaching consequences.
Regarding to force majeure, the contracting parties have a mutual obligation to inform each other of all circumstances considered to be of importance to the other party. This information must be provided without undue delay.

11. Limitation of Liability

Nordic Biolabs AB is only liable for personal injury if it is proven that the damage is due to error or neglect committed by Nordic Biolabs AB. Nordic Biolabs AB is not responsible for damage to immovable property and chattels, nor damage to products produced by the buyer or to products in which these are included. Nordic Biolabs AB is not responsible for downtime, loss of production, or other indirect losses. To the extent that Nordic Biolabs AB should be invoiced with product liability by a third party, the client is obliged to indemnify Nordic Biolabs AB to the same extent that Nordic Biolabs AB's liability is limited according to the above text. Nordic Biolabs AB and the client agree that disputes in the above cases concerning less than 10 basic amounts must be settled before a general court. In other cases, the dispute shall be settled by arbitrators in accordance with the applicable law on arbitrators and with the application of Swedish law. The supplier's responsibility does not cover conditions caused by the client.

12. Duration of the Agreement

The agreement runs until further notice if it is not cancelled by either party within three (3) months before the expiry date, unless otherwise agreed and stated under "Special conditions". The agreement is renewed one (1) time per year by sending a new agreement from Nordic Biolabs AB for the client to sign.

13. Termination

Termination of the agreement must take place in writing via e-mail to service@nordicbiolabs.se within three (3) months before the expiry date. If the contract is terminated, by the client, after the deadline, 50% of the contract amount is invoiced.
The entered contract period as invoiced is not credited. Exceptions may be granted in cases where the equipment is discarded or replaced by new, equivalent equipment from Nordic Biolabs AB.

Nordic Biolabs AB

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