

CSS Analytical Company, Inc.
General Terms and Conditions for All CSS Instrument Repair Services
CSS PN. N30-0900

The following items pertain to all CSS Instrument Repair Service agreements and are part of the requirements under the CSS terms and conditions of sale for services.

Customer Responsibilities

- 1) Operating and Maintenance Procedures. You are expected to follow the operating and maintenance procedures specified in the HP/Agilent documentation that is included with your chemical analysis hardware and software. These procedures include routine operational maintenance, which covers but is not limited to procedures such as ion source and FID jet cleaning, ball valve replacement and other routine maintenance normally associated with the operation of an instrument.
- 2) Prior to placing a request for On-Site service, you may be required to run diagnostic tests. If services are rendered for a malfunction that is caused by application contamination, non-HP/Agilent detectors/devices, or defective gases/samples, or if service efforts by CSS to isolate the cause of a malfunction are increased as a result of the aforementioned, CSS will invoice you for time and materials for the service required to isolate the cause of a malfunction.

Service Exclusions

Services do not include repairing damage to instruments caused by any of the following.

- 1) Failure to perform routine maintenance properly.
- 2) Operation outside the range of operational specifications such as pressure, flow or corrosiveness of analytes as stated in instrument documentation.
- 3) Use of non-HP/Agilent media and supplies or such items not designed for use with the instruments.
- 4) Site conditions that do not conform to HP/Agilent's specifications, or failures (such as loss of air conditioning or unusual electrical conditions) that cause non-conformance with HP/Agilent's Site specifications.
- 5) Accident, natural disasters, fire or water damage, neglect, improper use, acts of war, riots, strikes, lightning or electrical disturbances, damage during transportation at your facility, work performed or modifications made by personnel other than CSS employees or CSS subcontractors, or other causes beyond CSS's control.

Access and Safety

You are responsible for providing the following safety requirements while CSS field service technicians are at your site:

- 1) Access by the field service technician to the instruments covered under any hardware support agreement.
- 2) Adequate working space and facilities for the field service technician within a reasonable distance of the instrument.
- 3) A representative of your company present at the site at all times when services are being rendered by a field service technician
- 4) Access to and use of all information and facilities determined necessary by the field

service technician to service the instrument.

- 5) Notification to CSS if any instrument serviced is being used in an environment that poses a potential health hazard to CSS personnel or CSS subcontractors or if materials are being analyzed that may pose a potential health hazard to CSS personnel or CSS subcontractors. (CSS may require that you maintain such instruments under CSS supervision. You will be responsible for disposal and any additional expense of contaminated replacement parts that cannot be returned safely to CSS.)

Supplies

- 1) The customer is responsible for providing supplies such as paper; ink ribbons and cartridges; thermal print head assemblies; toner cartridges; magnetic cards, disks, and tapes; analytical columns; traps and adsorbents external to the instrument; gases of required purity; solvents, syringes and needles; sample vials and caps; copper tubing; fittings; tank regulators; gas filters and traps; TFE tubing; and SilcoSteele? transfer lines.
- 2) The customer is responsible for supplying the consumables necessary for daily laboratory use. A consumable is an expend-able item used in chromatographic analysis that either degrades from repetitive use or is spent after a single analysis. See specific paragraph regarding consumables.

Security

- 1) The customer is responsible for the security of your proprietary and confidential information prior to arrival of CSS personal to customer's site.
- 2) The customer is responsible for maintaining a procedure external to the instrument for safe keeping of files, data and programs prior to arrival of CSS personal to customer's site.
- 3) The customer is responsible for maintaining a procedure external to the instrument for reconstruction of lost or altered files, data and programs prior to arrival of CSS personal to customer's site.

Prerequisites

- 1) Instruments must be in normal operating condition (as defined in the instrument operation or maintenance manual) to be eligible for support. Work performed by CSS to meet this requirement is subject to CSS's standard service rates.
- 2) Minimum System Configuration requires that except for instruments capable of diagnostic self-test, a CSS approved Windows? based data system shall operate the instrument. At CSS's discretion, this requirement may be waived if a portable diagnostic device is available for the covered instruments.
- 3) If diagnosis of a covered instrument is impaired because of a nonqualified device, then the minimum system configuration prerequisite has not been met and the diagnosis is charged on a time and materials basis.

Service Limitations

- 1) CSS provides support for qualified instruments. Hardware products and software not supplied or not approved by CSS and instruments that you do not allow CSS to upgrade with engineering improvements are considered non-qualified instruments.

You are responsible for removing non-qualified instruments to allow service of qualified instruments. If performance of services is made more difficult because of a non-qualified product, CSS will charge you for the increased efforts at CSS's standard service rate. Any service involving hardware, software or network-related problems not covered by the contractual service ordered is subject to CSS's standard service rates.

- 2) Non-HP/Agilent Media, Supplies and Consumables. CSS reserves the right to exclude from any support service any repairs or damage to covered instruments that CSS reasonably determines were caused by the use of non-HP/Agilent media, supplies and consumables. CSS will, upon request, repair such damage at the standard time and materials rates.

Adverse Environments

- 1) Instruments operated in corrosive environments and in conditions outside HP/Agilent's environmental site specifications (as defined in the instrument operation or maintenance manual) may have their performance adversely affected and therefore not covered by CSS Instrument Repair Service.
- 2) Repair of instrument malfunctions resulting from operation outside prescribed site specifications is not covered by CSS support service agreements.

Contamination

- 1) Parts and sub-assemblies of instruments operated in hazardous environments or used to analyze hazardous materials may acquire residual contaminant that enjoins normal CSS service procedures and may cause additional service expense to the customer.
- 2) If environmental or operational contamination creates a hazard for CSS personnel or CSS subcontractors, CSS may require you to move the instrument from the adverse environment, or CSS will supervise your staff in performing service procedures. CSS will charge you for incremental parts and materials expenses.
- 3) The customer is responsible for proper disposal of all contaminated material and of contaminated parts that cannot be returned to CSS safely.

Software Support

- 1) CSS does NOT provide ANY software support under CSS Instrument Repair Services agreements.

Network Support

- 1) CSS does NOT provide ANY network support under CSS Instrument Repair Services agreements. Any repair or maintenance performed as a result of malfunction or unavailability of a connected network is not covered by the CSS Instrument Repair Services agreement and will result in additional charges to the customer.

Relocation

- 1) If you relocate a covered instrument, you may incur additional support charges and modification of response times. Any damage done to the instrument during or as a result of moving is not covered by the service agreement.

- 2) It is the responsibility of the customer to provide advance notice of any relocation of the covered instruments.

Obsolete Instruments

- 1) Products that are no longer offered for sale by the original manufacturer, products that are beyond their original manufacturer's support life, and products that have limited parts availability may, with CSS concurrence may be covered under support services under a best-efforts basis.
- 2) If CSS deems support of such an instrument is no longer feasible at some future date, that instrument will no longer be covered by support services and you will be notified.

Liability

- 1) For any material breach of support services by CSS, the customer's remedy and CSS's liability will be limited to the refund of support charges pro-rated for the period of the breach, up to a maximum of the amount equivalent to a 12 month contract. Further limitations are set forth in the *CSS Terms and Conditions of Quotation* for the sale of products and services.

Cancellation

- 1) The customer may cancel an CSS Instrument Repair Services agreement upon 30 days written notice to CSS.
- 2) CSS may cancel provision of services under any order upon 30 days written notice to you.

Year 2000 Preparation

- 1) You must ensure that your environment is Year 2000 compliant. CSS Instrument Repair Services agreements are limited to the availability of products specified as Year 2000 compliant to process, provide or receive date data (month, day and year) correctly. You must promptly apply and test in your environment all Year 2000 updates and patches that CSS or HP/Agilent provides. CSS chemical analysis support services do not cover the inability of products not manufactured by CSS and non-compliant CSS products to process, provide or receive date data correctly. The support service also does not cover the ability of these products to exchange date data properly with any products not covered by CSS Instrument Repair Services agreements.

Consumables not covered

Liners	Filaments	Seals	Extraction lens spacer
O-rings	Ferrules	Septa	Skimmers
Washers	O-rings	Column nuts	Electrospray glass
ECD cell	Sample vials and caps	Syringes	Insert springs
Electron multipliers	Vacuum gauge tubes	Jet separators	Spray chamber drain line
FID jet	Needles	Carrier/blend gas tubing	Inner sleeves
Detector igniters	Solvent wash bottles		Extraction lens 1,2
NPD bead			Rf return strip

