



Gilson, Inc. Gilson Service Center of Excellence

Pipette Service Terms and Conditions

The following terms and conditions apply to all pipettes submitted to Gilson, Inc. for service.

1. Definitions
 - a) As used herein, the term Gilson shall mean Gilson, Inc.
 - b) The contract is defined in Clause 2 below.
 - c) Pipettes are items provided to Gilson for the purpose of completing service and/or calibration, including most models of the following: pipettes, bottle tops, and some dispensers.
 - d) Calibration is a set of operations that establish the relationship between the dispensed volume and the corresponding nominal or selected volume of the apparatus.

2. Evidence of Contract
 - a. Contract
 - i. The contract consists of the following documents:
 1. The Gilson Service Order Form;
 2. The Purchase Order (if any);
 3. The Sales Quote (if any);
 4. Any express written agreement signed by Gilson; and,
 5. These Terms.
 - b. Precedence of documents
If any of the terms of the Contract conflict with or contradict each other, those terms will over-ride each other in the following order of priority: (1) any express written agreement signed by Gilson; (2) our Sales Quote; (3) these Terms.

3. Provisions of this agreement
These terms and conditions apply to pipettes serviced as part of the standard service offering outlined below. Any custom service offers are subject to the agreed-upon terms and conditions of the custom service offer between Gilson and the Customer.
 - a. LITE – includes the following: visual and functional inspection, internal and external cleaning, preventative maintenance, basic repairs (if evaluation deems necessary and Customer agrees to added cost of repairs), leak test, gravimetric check at the nominal volume with two weighings to ISO 8655 specifications, service sticker, consolidated pipette check report providing a pass/fail indication on each pipette and annotating any parts replaced.
 - b. PRO – includes the following; visual and functional inspection, internal and external cleaning, preventative maintenance, basic and advanced repairs (if evaluation deems necessary and Customer agrees to added cost of repairs), leak test, adjustment if needed, calibration with data evaluated according to either manufacturer or ISO 8655 specifications unless the Customer requests otherwise and the deviation is agreed upon by both the Customer and Gilson, calibration sticker for each pipette, and a detailed calibration certificate for each pipette.
 - c. PREMIUM – includes the following: visual and functional inspection, internal and external cleaning, preventative maintenance, all repairs included in the cost, leak test, adjustment

if needed, calibration with data evaluated according to either manufacturer or ISO 8655 specifications unless the Customer requests otherwise and the deviation is agreed upon by both the Customer and Gilson, calibration sticker for each pipette, and a detailed calibration certificate for each pipette.

- i. PREMIUM service includes a Lifetime Warranty and coverage of incidental damage for pipettes that meet the following requirements:
 1. New pipettes must be enrolled in the PREMIUM service offer when new, within the first 30 days of use.
 2. Proof of purchase must be provided at the time of requested enrollment.
 3. Used pipettes can be enrolled for a one-time fee of \$25 per pipette. Enrollment in the program is not automatic and is subject to review and approval.
 4. Pipettes enrolled in the program must be serviced under the PREMIUM service offer by Gilson at least once a year to be eligible for benefits.
 5. Pipettes serviced by any provider other than a Gilson authorized service provider void the terms of PREMIUM service.
 6. Offer valid for pipettes that are 10 years of age or less, proof of manufacture date required.
 7. Not valid for discontinued or obsolete pipettes.
 8. "Lifetime" as deemed reasonable by Gilson, Inc.
 9. If a product failure occurs, Gilson, Inc will repair or replace, at our discretion. In the rare situation that a pipette cannot be repaired or replaced, the unit will be sent back to the Customer as is.
 10. What is included,
 - The cost of PREMIUM service, per pipette, includes preventative maintenance, repairs, calibration, and incidental damage when the conditions above are met.
- d. PIPETTE VERIFICATION/CALIBRATION includes only the collection of data. No preventative maintenance, repairs, or adjustment will be performed. The Customer must indicate whether they require As Found or As Returned.
- e. CUSTOM Customers may contact Gilson to request a custom service offer if their needs are not met via any of the above-mentioned options. In that case, the terms and conditions of service follow the information in this document except as otherwise specified and agreed upon by both parties.

4. Preventative Maintenance

Means regularly performed maintenance according to manufacturer guidelines to lessen the likelihood of failure. This may include replacing the sealing system (seal and O-ring) and/or re-greasing pipettes. Seals and O-rings for single channel pipettes are included at no additional cost. Re-greasing of all greased systems is included at no additional cost.

5. Repairs

Gilson uses new manufacturer parts for most repairs. In the case of limited access, 3rd party or rebuilt parts, which are in Gilson's reasonable judgment, are of equal performance and quality to new manufacturer parts, may be used. In the event that repair charges are expected to exceed \$100 per pipette, Gilson will contact the customers prior to proceeding further with the repair. Repair estimates might impact standard in-lab turnaround time.

6. Turnaround Time

Turnaround time in the Gilson Service Center is three (3) business days for PREMIUM service upon receipt of pipettes before 3:00 PM by our service lab. The turnaround time is five (5) business days for both LITE and PRO service upon receipt of pipettes before 3:00 PM by our service lab. Turnaround time for service scheduled at the customer location will be communicated by the designated Field Service Technician and is typically same day. Turnaround time is not guaranteed and not subject to liability claims.

7. Pricing Policy and Payment Terms

- a. All prices are subject to change without prior notice. Customers are billed the effective current rate once service has been performed. For pre-negotiated prices and discounts, a copy of the sales quote, plus the account number or contract number must be supplied by the Customer at the time the order is placed.
- b. Payment shall be made by Buyer to Seller in U.S. Dollars. All prices quoted are exclusive of taxes. All taxes shall be the responsibility of Buyer (with the exception of income taxes or other taxes imposed upon the Seller that are measured by the gross or net income of Seller). If paid or required to be paid by Seller, the amount thereof shall be added to and become a part of the amounts payable by Buyer hereunder. All amounts due and payable with respect to the services shall be paid in full within thirty (30) days after the date of the invoice. No part of any amount payable to Seller hereunder may be reduced due to any counterclaim, set-off, adjustment or other right which Buyer might have against Seller, any other party or otherwise.

8. Biohazard and Radioactive Contaminants

All pipettes submitted for service MUST be free of all hazardous substances, including biological, chemical, and radiological substances. Gilson reserves the right to delay or refuse service for pipettes of suspect hazardous contaminants. Customer agrees to pay all shipping and handling charges of contaminated pipettes.

9. Shipping

When shipping pipettes to the Gilson Service Center, customers must use appropriate packaging and ship via an insured carrier. Customers may contact Gilson to request a return kit. Once Gilson completes the work, orders are returned via UPS 2 Day air unless otherwise requested by the Customer.

10. Warranty Policy

- a. Gilson warrants that services will be performed in a workmanlike manner in conformity with standard industry practice. Should any nonconformity be detected within one (1) year after the work is completed and prompt notification is made by Customer in writing to Gilson, Gilson will supply the necessary service, direction, or consultation to correct the nonconformity. All claims must be made in writing to Seller. Any claims not made within the period specified above shall be deemed waived and released.