



PROCESS ANALYTICS TERMS AND CONDITIONS FOR SERVICE / WARRANTY EXTENSION

1 APPLICABILITY

All purchase orders for Services ("Services") and Warranty Extension are accepted and executed on the understanding that the Customer is bound by the following Process Analytics Terms and Conditions of Sale for Service ("Terms"). Where there is inconsistency between these Terms and any conditions which the Customer seeks to impose, these Terms shall prevail. Any deviations to these Terms shall only be binding upon Hamilton if approved in writing.

2 SERVICES / WARRANTY EXTENSION

Hamilton shall provide the Services to Customer in North America as described in accordance with these Terms. The Services provided include the following:

(a) Maintenance Service: Hamilton agrees to provide maintenance service to keep the covered Goods (or "Sensors") in good working order throughout the term of Service or Warranty Extension, as more fully set forth in Section 7 below. Maintenance service includes periodic preventive maintenance according to specific needs of the Goods as recommended by Hamilton. This preventive maintenance may be performed during the course of remedial maintenance. Maintenance service also includes re-calibration, Sensor cleaning, firmware updates, and replacement service parts, all as deemed necessary by Hamilton. Replacement parts may be new or refurbished and are furnished on an exchange basis; the replaced parts become the property of Hamilton.

(b) Installation Service: Hamilton agrees to provide installation services for new and existing Customer Sensors. Best care is taken when outlining installation configurations, documentation, and execution. Limitations in Services exist where Customer equipment liabilities are present. In these instances, Hamilton will obtain consent for work on Customer equipment or provide expertise to authorized personnel to complete the installation.

(c) Initial Qualification and Operational Qualification (IQOQ) Service: In conjunction with installation service, IQOQ shall be performed using standardized protocols and documentation packages. Any deviation from procedure will require agreement by both parties prior to Services being performed.

(d) Training: Certified training courses are offered at a fee for each parameter in the Process Analytics portfolio. Hamilton personnel may utilize Customer equipment, with prior consent of Customer, for performing certified training courses around Hamilton Goods.

(e) Warranty Extension: For Sensors designated by Hamilton as eligible for a warranty extension ("Qualified Products"), Customer may purchase an additional warranty extension (the "Warranty Extension") to supplement the standard manufacturer's Limited Warranty. Unless otherwise agreed in writing by Hamilton, a Warranty Extension must be purchased at the time of the original purchase or within three hundred sixty-four (364) days after delivery of the applicable Qualified Product. No Warranty Extension may be applied retroactively after expiration of the standard manufacturer's Limited Warranty. The Warranty Extension term shall be twelve (12) months or twenty-four (24) months, as specified by the Warranty Extension Qualified Product purchased, and shall commence immediately upon expiration of the initial twelve (12) month Limited Warranty period referenced in Hamilton's General Terms and Conditions of Sale for Consumables & Durables.

The purchase price of the Warranty Extension includes the cost of all required periodic maintenance Services. Periodic scheduled maintenance is eligible to be performed at the commencement of the Warranty Extension period and every twelve (12) months thereafter until the Warranty Extension expiration date. Such Services shall be conducted by Hamilton personnel at Hamilton's factory and requires the shipment of Sensors to the factory at the prescribed intervals. Hamilton ensures that factory maintenance, inclusive of shipping and logistics, shall not exceed a total duration of thirty (30) days. At Customer's request, on-site maintenance may be performed at Customer's facility, whereas, on-site visits are subject to additional travel-related fees.

(f) If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other party in writing. Hamilton shall, within a reasonable time after such request, provide a written estimate to Customer of: (i) the likely time required to implement the change; (ii) any necessary variations to the fees and other charges for the Services arising from the change; (iii) and the likely effect of the change on the Services. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change ("Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

(g) All Services will be documented by an accompanying Statement of Work ("SOW") prior to execution of any Service work. Completion of work will be documented with a Confirmation of Site Visit and accompanying Service Report, detailing work performed.

(h) Hamilton does not permit third parties to contract Services on behalf of the owner of the Goods, except where the third party is a Hamilton-certified distributor.



(i) A party shall have the right to discontinue Services, and also at its discretion, to terminate an active Warranty Extension as stated under Section 12 of this document.

3 RIGHT TO INSPECTION

Hamilton reserves the right to inspect any Goods associated with these Services prior to inclusion under and, if applicable, to the Service to be performed, may require that the Goods be returned to the proper operating specifications at the Customer's expense prior to inclusion.

4 PERFORMANCE DATES

Hamilton shall use reasonable efforts to meet any performance dates requested, however any such dates shall be estimates only. At the conclusion of Service terms Hamilton has no obligation to extend unused Services such as but not limited to preventative maintenances.

5 PAYMENT TERMS

5.1 Customer shall pay all invoiced amounts due to Hamilton in US dollars, NET thirty (30) days from the date after receipt of Hamilton's invoice. Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Hamilton, whether relating to Hamilton's breach, bankruptcy, or otherwise.

5.2 Should an invoiced amount be disputed by the Customer; Customer shall have the opportunity to pay the dispute in full under protest in order to avoid the application of penalties and interest. Should the dispute be determined and resolved in favor of the Customer, Customer shall be entitled to reimbursement of the disputed amount.

6 TAXES AND FEES

Customer will pay, when due, all taxes, including sales, use, privilege, excise, personal property, value added, and other taxes, but not federal or state income or franchise taxes imposed on Hamilton, and all other governmental charges, assessments, fees and any related interest or penalties imposed with respect to the Services or the transactions contemplated by a Service.

7 CUSTOMER OBLIGATIONS

Customer shall:

- (a) Provide a suitable environment for the service of Goods as specified by Hamilton, including adequate space and electrical power, and to provide Hamilton full, free and safe access to the Goods and shall cooperate with Hamilton in all matters relating to the Services and provide such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by Hamilton, for the purposes of performing the Services;
- (b) Respond promptly to any Hamilton request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Hamilton to perform Services in accordance with the requirements of this Service Agreement;
- (c) Provide such Customer materials or information as Hamilton may request to conduct the Services in a timely manner and ensure that such Customer materials or information are complete and accurate in all material respects; and
- (d) Obtain and maintain all necessary registrations, licenses and consents to comply with standard operating procedures of the system per the operator's manual and all applicable laws in relation to the Services before the date on which the Services are to start.

8 CUSTOMER ACTS OR OMISSIONS

If Hamilton's performance of its obligations under an SOW is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Hamilton shall not be deemed in breach of its obligations under these Terms or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

9 PARTS AND LABOR

The Services include all required service parts except as otherwise stated in these Terms or the applicable SOW. Travel and labor are quoted separately and will be identified in the applicable SOW for Customer review and purchase prior to Services being rendered. Consumable parts including compressed gases, buffers, and other components required for Services are not included unless expressly stated in the applicable SOW.



10 SERVICE HOURS

Service will be provided Monday through Friday during the regular business hours of 7 a.m. to 4 p.m. Pacific Standard Time, excluding Hamilton holidays. All phone and email inquiries will receive follow up communication within forty-eight (48) hours. Onsite service is not part of standard response of technical services. However, if onsite service is requested, expedient quoting and scheduling of onsite service support can be accommodated.

11 DEFAULT

Hamilton shall have the right to discontinue Services, and also at its discretion, to terminate an SOW if the Customer defaults on payment as stated under section 5 of this document or in respect of its other obligations to Hamilton.

12 TERMINATION OF SERVICE

The Customer may withdraw any or all Sensors from this Services by providing Hamilton with sixty (60) days written notice. Upon said termination Hamilton shall retain all payments received and shall not provide refund or pro-rate for any existing Services. Exceptions shall be provided for prepayment of Services to be completed as part of future requirements of a SOW. Either party may withdraw any or all Sensors from an SOW at any time for failure of the other to comply with any of these Terms.

13 LIMITED WARRANTY

13.1 The repair of damage, replacement of parts, or any increase in Service time caused by accident, disaster, neglect, abuse, misuse, transportation, modifications, accessories, use of third-party consumables, unauthorized software, or non-Hamilton repairs are not covered by these Terms. This Warranty Extension does not cover computer equipment Sold with Hamilton instruments unless validated with Sensors as part of a GMP compliant service; such warranty is transferred to the computer manufacturer immediately after the sale.

13.2 The Warranty Extension expressly does not cover damage caused by normal wear and tear, faulty maintenance performed by a third party, use of third-party consumables, failure to observe the operating instructions, and installation not carried out by Hamilton as well as due to other reasons for which Hamilton is not responsible. EXCEPT FOR THE EXPRESS WARRANTY EXTENSION COVERAGE EXPRESSLY PROVIDED UNDER SERVICES, HAMILTON MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING BUT NOT LIMITED TO ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY OF TITLE WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

13.3 The duration of warranty coverage under these Terms is defined by the Warranty Extension purchased and is to not exceed dates set forth. Warranty Extension duration is defined by either an additional 12 or 24 months after expiration of standard warranty.

14 LIMITATION OF LIABILITY

14.1 IN NO EVENT SHALL HAMILTON BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY CUSTOMER OR COULD HAVE BEEN REASONABLY FORESEEN BY CUSTOMER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL HAMILTON'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO A SERVICE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO HAMILTON FOR THE SERVICES SOLD.

14.2 To the fullest extent permitted by law, Hamilton's liability for damages arising from Services, including but not limited to the installation, retrofitting, or commissioning of Hamilton products on or into Customer-owned or operated instrumentation, shall be subject to the limitations and exclusions set forth in Section 14.1. In no event shall Hamilton be liable for any damage to, or malfunction of, Customer's existing equipment or instrumentation arising from such activities, except to the extent caused by Hamilton's gross negligence or willful misconduct.

14.3 The limitation of liability set forth above shall not apply to (i) liability resulting from Hamilton's gross negligence or



willful misconduct and (ii) death or bodily injury resulting from Hamilton's gross negligent or willful acts or omissions

15 NO GUARANTEE

Services provided do not assure uninterrupted operation of instruments and Hamilton is not responsible for failure to render Services due to causes beyond its control including Force Majeure.

16 FORCE MAJEURE

Hamilton shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached these Terms, for any failure or delay in fulfilling or performing any obligations stated when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Hamilton including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

17 WAIVER

No waiver by Hamilton of any of the provisions of these Terms is effective unless explicitly set forth in writing and signed by Hamilton. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18 ATTORNEY FEES

Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce these Terms the parties shall be responsible for their own attorney's and accountant's fees associated with the costs of litigation, and in no event shall the party prevailing in such litigation be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

19 CONFIDENTIAL INFORMATION

All non-public, confidential, or proprietary information of Hamilton, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, Customer lists, pricing, discounts or rebates, disclosed by Hamilton to Customer, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with Services is confidential, solely for the use of performing Services and may not be disclosed or copied unless authorized in advance by Hamilton in writing. Upon Hamilton's request, Customer shall promptly return all documents and other materials received from Hamilton. Hamilton shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Customer at the time of disclosure; or (c) rightfully obtained by Customer on a non-confidential basis from a third party.

20 PROTECTED HEALTH INFORMATION

The parties agree that based upon and in reliance upon the representations, warranties and covenants set forth in this Section, Hamilton is not a Business Associate as defined in the Health Insurance Portability and Accountability Act of 1996 and implementing privacy and security regulations (HIPAA). Hamilton represents, warrants and covenants that in the performance of Services, Hamilton does not require and shall not request access to, nor attempt to access, any Protected Health Information of Customer or any of its affiliates.

21 ASSIGNMENT

Customer shall not assign any of its rights or delegate any of its obligations under these Terms without the prior written consent of Hamilton. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations herein.

22 NO THIRD-PARTY BENEFICIARIES

These Services are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Service Agreement.



23 LEGAL CONSTRUCTION

These Terms shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule.

24 NOTICES

All notices and other communications hereunder shall be in writing and shall be delivered personally, or sent by national overnight delivery service or postage pre-paid registered or certified U.S. mail, and shall be deemed given: when delivered, if by personal delivery or overnight delivery service; or if so sent by U.S. mail, three (3) Business Days after deposit in the mail. Notices shall be sent to the contact details specified in the applicable SOW or other ordering document, or to any updated contact provided by written notice. Notices are effective upon receipt.

25 HIRING OF HAMILTON EMPLOYEES

During the term of the Services, and for one (1) year thereafter, Customer shall not, without prior written approval from Hamilton Company, hire any Hamilton Company: a) employee; b) contract employee; c) agent; or d) affiliates.

26 ENTIRE AGREEMENT

This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

27 SEVERABILITY

If any term or provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.