



# ***GC biotech B.V. support terms and conditions***

Version 03.00

Release date 13 July 2023  
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Confidential

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## 1 General

### 1.1 Definitions

The term "customer" is understood in these conditions to be any (legal) person who has concluded or wishes to terminate an agreement with GC biotech B.V. or GC biotech UK Ltd, and his representative(s), agent (s) and successor(s).

The term "GC biotech" represents both GC biotech B.V. registered at the Chamber of Commerce Rotterdam with number 27260248 and GC biotech UK Ltd. registered at U.K. Companies House with number 10861832.

"Instrument" means the robotic workstation and/or instrumentation specified in the support agreement.

"Parts" means the goods sold or otherwise delivered to the customer by GC biotech B.V. or GC biotech UK Ltd as part of the service.

"Support engineer" means a qualified person employed by GC biotech B.V. or GC biotech UK Ltd to maintain the instrument according to the guidelines of the manufacturer, regardless of the company role of the person.

"Support agreement" means any form of maintenance or support agreement described in III - Support Agreements.

"Update" means renewal of either firmware or software to improve the quality of the instrument, without replacing hardware or installing new software packages.

"Upgrade" means installing new, or additional, hardware or complete software packages to improve the quality of the instrument and/or extension of existing functionality.

"ASR work order" means the GC biotech B.V. or GC biotech UK Ltd work order to register actions, comments e.g. instrument conditions, performed labor, travel zone and used parts in case of any maintenance.

### 1.2 Related documents

The General support terms and conditions are an addition to the FHI General Conditions of Delivery 2020. The General support terms and conditions are leading in case of a conflict.

### 1.3 Relevance

These General support terms and conditions apply to all support-related service, requests, quotations and agreements where GC biotech B.V. or GC biotech UK Ltd acts as a supplier. Terms and conditions of the customer do not apply. Any deviation from these General support terms and conditions must be agreed in writing prior to any activity performed by GC biotech B.V. or GC biotech UK Ltd.

## 2 Support conditions

### 2.1 Working hours GC biotech B.V.

#### “Office hours”

From Monday till Friday from 8:30 till 17:00 hours, excluding Dutch bank holidays.

#### “Standard labor hours”

From Monday till Friday from 7:00 till 18:00 hours, excluding Dutch bank holidays.

#### “Work overtime”

From Monday till Friday from 18:00 till 22:00 hours, excluding Dutch bank holidays.  
(Standard labor hour tariff + 50%)

#### “Night overtime”

From Monday till Friday from 22:00 till 7:00 hours, excluding Dutch bank holidays.  
(Standard labor hour tariff + 75%)

#### “Weekend days”

From Saturday at 0:00 hours till Sunday 23:59 hours. (Standard labor hour tariff + 100%)

Bank holidays start at 0:00 of the first bank holiday till 23:59 of the last bank holiday. (No labor possible)

Labor other than Standard labor hours will be charged separately independent of the support agreement.  
Discount on labor hours is excluded for work overtime, night overtime and weekend days.

### 2.2 Labor costs

Labor costs are charged in full hours, counting from the moment of arrival on site until the moment the Support engineer leaves. The labor hour tariff depends on the support agreement. Outside standard labor hours a higher tariff is charged which is described in 2.1 *Working hours*.

### 2.3 Travel zones

The travel costs are based on travel zones, which are based on calculated distance from the GC biotech office in Waddinxveen (NL) to the customer site location in kilometers/miles:

Travel zone 0:	< 50 km	/ < 30 miles
Travel zone 1:	< 300 km	/ < 185 miles
Travel zone 2:	< 600 km	/ < 375 miles
Travel zone 3:	< 900 km	/ < 600 miles
Travel zone 4:	< 1200 km	/ < 750 miles

For the United Kingdom a minimum of travel zone 3 applies.

For travel distances greater than travel zone 4, a quotation is available on request.

### 2.4 Response time

The response time on a service call for providing service at the customer site location is depending on the support agreement. The response time starts at the moment of reporting the service call at GC biotech within office hours by phone +31 (0) 182 22 33 00.

In case the call is reported outside office hours the response time is starting the next day within the office hour's terms. The response time only applies to travel zone 0, 1 and 2 unless otherwise agreed in the support agreement.  
Response time is based solely on office hours.

## **2.5 Labor**

Prior to performing any labor on the customer site an agreement between both the customer and GC biotech is required. In case this is not determined by warranty conditions or a support agreement the customer must send an order for this labor to GC biotech.

All labor done by the support engineer will be performed according to the guidelines of the instrument manufacturer. In case unexpected costs occur, which are not covered by warranty conditions or a support agreement, the support engineer informs the customer and only continues with customer's approval, by signing this on the ASR work order. All labor performed by the support engineer, used parts and travel zone will be reported on the ASR work order. The customer approves the labor done by the support engineer and possible costs by signing the ASR work order document.

In case the support engineer requires consumables, reagents and/or samples to perform his job these should be supplied by the customer as described in *2.6 Consumables, Reagents and Samples*.

The customer is responsible for full access to the instrument in order to perform the required maintenance by a GC biotech engineer. The engineer of GC biotech cannot be held liable for any damages, other than the contracted instrument, which is maintained, if full access to the instrument is not granted or the instrument needs to be moved to gain access.

The customer is responsible for protective clothing, gloves, and shoes when applicable or to the needs of the support engineer.

## **2.6 Consumables, Reagents and Samples**

The customer should provide consumables, samples and/or reagents in case this is required to optimize the instrument or verify processes. GC biotech cannot be held responsible for any costs for usage of these consumables, samples, or reagents. The resulting analysis of test samples cannot be used for official research or diagnostic purposes.

## **2.7 Decontamination**

Prior to maintenance the instrument should be decontaminated by the customer using the proper cleaning and disinfection reagents and materials. A signed decontamination form must be handed over to the support engineer prior to the maintenance. The Service engineer is allowed to reject maintenance on the specified instrument if decontamination has not been performed by the customer prior to the maintenance.

GC biotech will charge the full amount for the maintenance in case the instrument is rejected because it has not been cleaned and/or decontaminated. The service engineer will plan a new appointment for the maintenance, which will be charged accordingly.

When required by the support engineer the customer should provide cleaning and disinfection reagents and/or materials.

## **2.8 Responsibility**

GC biotech is only liable for personal damage and damage to equipment caused by activities mentioned in GC biotech support agreements up to a maximum of € 900.000,00 per occurrence.

## **2.9 Guarantee**

GC biotech does not give a warranty on parts other than those supplied by GC biotech and replaced by a support engineer. Additional service due to failure of parts supplied by others will be charged to the customer using standard tariffs regardless of the support contract.

Failures due to maintaining, experimenting, installing, unpacking or removal of instruments, or failures caused by protocol or software adjustments without proper training by, and approval of, GC biotech is not covered by guarantee or any support agreement. Recovery of these failures and associated damages will be charged separately.

## **2.10 1<sup>st</sup> line support**

1<sup>st</sup> line support is allowed for persons trained and certificated by GC biotech. All support issues must be reported to GC biotech prior to the 1<sup>st</sup> line support in order to react quickly in case 2<sup>nd</sup> line support is required. Examples of 1<sup>st</sup> line hardware support will be treated during the training and can be extended in the future as a result of experience and through approval by GC biotech.

## **2.11 Parts**

GC biotech can only supply original parts recommended by the instrument manufacturer.

GC biotech will keep parts in stock as recommended by the manufacturer (stock items). All other parts will need to be ordered from the manufacturer and will have a delivery time. GC biotech cannot be held responsible for the delivery time of parts.

If the customer requires GC biotech to order for maintenance non-stock items before a prior need determination is made by a GC biotech's engineer, the customer will be obliged to purchase the non-stock item regardless of whether it will be used or not.

GC biotech is not allowed to sell individual parts to customers, unless the replacement is approved by GC biotech and performed by a trained employee.

## **2.12 Maintenance parts exclusions**

GC biotech cannot be held responsible for failure of the instrument and its performance if:

- The customer rejects recommended parts to be replaced in any way.
- Parts for maintenance are supplied by the customer.
- Parts are replaced by the customer.

In these cases, if follow-up is required due to malfunction, directly after or after a period of time after the maintenance, additional labor costs, travel costs, and parts will be charged.

## **2.13 Off-site support**

GC biotech offers off-site support by phone or email to all GC biotech customers free of charge. Off-site support on instruments means supplying support to trained 1<sup>st</sup> line support customers by phone.

In some cases the GC biotech employee requires certain digital data for trouble shooting. The customer must be able to supply this data by email or file sharing.

In case off-line support requires an application, programming or hardware adjustment, an appointment will be made and additional costs might apply.

### **2.14 Updates**

Updates can be performed when recommended by the manufacturer or software supplier in order to increase reliability of the instrument. Updates don't extend functional capabilities of the instrument and will only be installed with approval of the customer. The advantages of the update will be discussed with the customer prior to the update.

Updates are only free of charge when no application adjustments or rewritings need to be done, if they are offered for free by the supplier and if the instrument has a support agreement. Updates can only be installed by a GC biotech engineer or with approval of GC biotech.

### **2.15 Upgrades**

Upgrades are only performed when highly recommended by the manufacturer and with approval of the customer. Upgrades are only free of charge when no application adjustments or rewritings need to be done, if they are offered for free by the manufacturer and if the instrument has a support agreement. The advantages of the upgrade will be discussed with the customer prior to the upgrade. Upgrades may only be installed by a GC biotech engineer or with approval of GC biotech.

### **2.16 Preventive maintenance**

Preventive maintenance will be performed according to the specifications of the manufacturer by a GC biotech service engineer. GC biotech is responsible for parts used for the preventive maintenance as agreed in the support agreement.

Defective parts, other than the recommended preventive maintenance parts, will only be replaced with approval of the customer. If additional defective parts need to be replaced during the preventive maintenance, these parts will be charged separately according to the active support agreement. If the labor time for the preventive maintenance is extended due to the replacement of defective parts, additional costs will be charged depending on the support agreement.

Parts which are not recommended to be replaced on a regular basis but e.g. on a life time, like lamps, are not included in the preventive maintenance parts. These will only be exchanged in case of e.g. the life time expires or is about to expire in consultation with the customer. These parts will be charged separately depending on the support agreement.

Preventive maintenance is only possible during standard labor hours.

### **2.17 Calibration**

Calibrations will be performed during preventive maintenance (if applicable) or on customer request (separately charged). Calibration means updating instrument values with values obtained from other instruments or measuring devices to perform within the parameters set by the manufacturer. The used instrument or measurement device must be calibrated and perform in a required range. In case the instrument or measuring devices to perform the calibration must be supplied by the customer, this will be mentioned in the support agreement.

Calibration is not applicable to all support agreements.

### **2.18 Verification**

Verifications will be performed during preventive maintenance (if applicable) or on customer request (separately charged). Verification means verifying calibrated instrument values with values obtained from other instruments or measuring devices to check if the performance is within the range of the manufacturer's specifications. The used instrument or measurement device must be calibrated and perform in a required range. In case of the instrument or measuring devices to perform the calibration must be supplied by the customer this will be mentioned in the support agreement.

Verification is not applicable to all support agreements.

### **2.19 Intake service**

An intake service is to verify the status of the instrument. The intake service will be charged separately from any support agreement. If the service engineer determines required repairs during the intake service, they will be solved by means of corrective maintenance, for which extra costs will be charged excluding discounts and regardless of any support agreement.



### 3. Equipment loan and shipment

#### 3.1 Loan equipment

GC biotech might offer loan equipment or parts to customers in case an instrument or instrument part fails and repair might take a longer period of time. Loan equipment may be charged separately from the support agreement unless otherwise agreed.

During the period of use of the loan equipment, the customer must agree to the *Placement Agreement* conditions. The customer must maintain the condition of the loaner equipment and could be held responsible for any damage or malfunction.

#### 3.2 Instrument shipment

In case the instruments are shipped with improper packaging materials, intake services apply according to paragraph 2.19 Intake service, ahead of any required maintenance.

GC biotech is obliged to ship instruments in good condition and original packaging material and can therefore charge additional costs for loaner packaging materials on return shipments.

In case instruments must be shipped, and the customer has no original packaging material available, the packaging material can be provided by GC biotech for a determined loaner period. GC biotech only supplies original packaging material supplied by the manufacturer for product safety, warranty, and insurance reasons.

#### 3.3 Loan of packaging material and equipment

Loan of packaging materials and equipment require the customer to issue a purchase order in advance of shipment. The purchase order shall include a deposit fee, rental fee, and shipment cost. Invoicing for mentioned PO will occur at the time of shipment. Any extension of the rental period requested by the customer will require an additional purchase order.

Upon return of the packaging material/equipment to GC biotech, a credit note will be sent if the following conditions are met:

- The packaging material/equipment must be returned complete.
- The packaging material/equipment must correspond to the one supplied by GC biotech.
- The packaging material/equipment must be returned within 5 days after the loaner period is ended.
- The packaging material/equipment must be in good condition and reusable.
- Upon the day of arrival of the packaging material/equipment at the customer site, pictures of damages (if any) must have been sent to GC biotech.

For loan of packaging materials/equipment, costs for return shipment, deposit and rental fee apply.

## 4 Support agreements

### 4.1 Support agreement

Support agreement level details can be found in chapter 4 *Standard Instruments Support Agreement* levels.

Exceptions and/or customized agreements are described in the support agreement.

The support agreement is only valid when signed and accompanied by an order. In all other cases, the customer accepts all terms and conditions of GC biotech by default. In case of any conflict between the terms and conditions and the support agreement, the latter prevails.

Labor and travelling are only possible within standard labor hours. If the customer insists in labor or travel outside standard labor hours, additional charges apply.

The agreed support agreement prices are for the period which is described in the support agreement. Pricing discounts will be offered by quote with reference to the support agreement.

The support agreement only applies to the instrument and accessories described in the support agreement and by default excludes additional modules (e.g. shakers, barcode readers, etc.), computers, and computer accessories (e.g. USB hubs and devices, mouse, keyboard, monitor).

All exceptions must be mentioned in the support agreement; if not, there is no right for the customer to claim these exceptions.

If the instrument is out of warranty, purchased via a 3<sup>rd</sup> party, or the support agreement is expired for more than 6 months, GC biotech needs to perform an intake service as described in 3.10 *Intake service*.

### 4.2 Exclusions

GC biotech support agreement excludes any damage or defect to the extent caused by: (I) improper repairs, shipment or alterations, misuse, neglect or accident by users or any integrated equipment; (II) operation, maintenance or use of the instrument, project, or any component thereof in a manner not in compliance with a material requirement of operation and maintenance manuals delivered by contractor to owner; (III) corrosion or (IV) an event of force majeure. Also, instrument failures due to equipment or software other than supplied or fully accepted by GC biotech is excluded from the support agreement.

GC biotech shall not be liable for any damages or failure of performance, in whole or in part, where such damages or failures arise out of, or results from, any cause beyond GC biotech's reasonable control, including, by way of example only and not limited to; flood, fire, explosion, weather, earthquake or other act(s) of God, strike, riot, sabotage, terrorism, boycott, or other labor disputes, embargo, governmental law, rule or regulation, whether valid or invalid, national defense requirement, labor or transportation under usual and customary terms or any similar or different contingency which would make performance commercially impractical.

### 4.3 Support agreement parts

Parts described on the support agreement are only for use with preventive maintenance; all other parts will be charged separately depending on the support agreement. Some preventive maintenance parts are replaced every two years, which in this case is described in the support agreement.

The Platinum agreement includes parts for both preventive and corrective maintenance. Exclusions are:

- Consumables
- Excluded parts mentioned in the support agreement
- Exclusions as described in 3.2 *Exclusions*

#### **4.4 Effective Date of a Support agreement**

The effective date of a support agreement must be established prior to the customer's order and is only valid if the payment is received prior to this date.

If no effective date is established prior to the customer order, the support agreement effective date starts on the 1<sup>st</sup> day of the next month after receiving the payment for the support agreement.

The effective date always starts on the 1<sup>st</sup> day of the month.

#### **4.5 Support agreement duration**

The support agreement term is by default a minimum of one year, unless otherwise described in paragraph 4.2 *Agreement Term exceptions*. Support agreements automatically extend with the minimum support agreement term according 3.6 *Renewal*.

#### **4.6 Renewal**

The support agreement will automatically be renewed with the minimum agreement term as described in 3.5 *Support agreement duration*.

Exceptions to the agreement renewal are only possible in case both parties agreed otherwise in the support agreement, or if the invoiced support agreement price rises more than the indexed Office for National Statistics Norm (CBS-norm).

#### **4.7 Support agreement invoice**

The support agreement must be fully paid for by the customer prior to the effective date of the support agreement term. Ongoing support agreements may be indexed each annum according to the Office for National Statistics norm (CBS-norm).

#### **4.8 Termination of Support agreement**

If either party wishes to terminate the support agreement, it must notify the other party in writing (letter, e-mail, or fax), with a **two months'** notice. If neither of the parties ends the support agreement, it will automatically be extended by the minimum contract agreement term. No refund is possible on support agreement termination.

GC biotech reserves the right to terminate the agreement(s) with the buyer immediately, without legal intervention, if the customer:

- A. Is in a state of bankruptcy, receivership, or under administration;
- B. Does not properly or in timely manner, fulfills its agreement (payment) as stated in the contract;
- C. Is in a decision of liquidation and / or closure of buyer's business;
- D. The free disposal of its assets, or, if the buyer is a natural person, is placed in receivership, or dies.

#### **4.9 Equipment**

When a customer accepts the support agreement, the customer states that the instrument is in perfect working condition and free of errors, damages, and failures at the time of signing the support agreement. Any error, damage or failure must be reported to GC biotech in writing (letter, e-mail, or fax).

In case of any errors, damages or failures of the equipment, GC biotech will need to perform intake service as described in 3.10 *Intake service*.

#### **4.10 Small Instruments**

Some terms for small instruments, described in 6.2 *Small Instruments*, are aberrant. Small instruments are maintained and repaired in-house at GC biotech. Prior to the maintenance the customer send the instrument to GC biotech at his own risk. On request GC biotech has the option to send an original instrument box against additional charges. GC biotech always returns small instruments in original boxes which are in good condition, charges may apply.

#### **4.11 Small Instruments agreements**

The Small Instrument agreement options are described at *6.1 Small Instruments Support Agreement levels*. Agreements include original small instrument boxes for shipment in case of preventive maintenance.

#### **4.12 Small Instrument loaner instruments**

If the customer and GC biotech agree on a loaner instrument during the maintenance period for small instruments the customer must fill and sign the Placement Agreement form prior to the shipment of the loaner instrument. During the loaner period the customer is responsible for the instrument from the moment of receive till the instrument is returned at GC biotech. Additional damages due to misbehavior or incorrect shipment will be charged to the customer.

For shipment an original instrument box is included.

#### **4.13 Without support agreement**

The following conditions apply to instruments without a support agreement:

- Only service within the standard labor hours
- Travel costs are charged for each onsite visit
- Standard maintenance tariff
- No claim of response time
- All travel, accommodation and shipping expenses will be invoiced separately
- No discount on parts, labor costs and travel expenses for any maintenance
- Preventive maintenance is possible, but it will be performed and charged separately from corrective maintenance

## 5 Standard Instruments Support Agreement levels

### 5.1 Standard Instruments Support Agreement levels

	Support agreement level		
	Standard	Premium	Platinum
Preventive maintenance*	✓	✓	✓
Labor hours for preventive maintenance	✓	✓	✓
Labor hours for corrective maintenance		✓	✓
Travel costs for preventive maintenance	✓	✓	✓
Travel costs for corrective maintenance		✓	✓
Parts for preventive maintenance*	✓	✓	✓
Parts for corrective maintenance			✓
Instrument calibration/verification (if applicable)	✓	✓	✓
Software updates	✓	✓	✓
25% discount on support/application hours	✓	✓	✓
5% discount on spare parts	✓		
10% discount on spare parts		✓	✓
Single charge of travel costs per malfunction notification**	✓	✓	✓
Reaction time off-site support; within 1 working day	✓	✓	✓
Reaction time on-site; 2 working days maximum**		✓	✓
* The preventive maintenance interval and the used parts during the preventive maintenance are determined in the support agreement.			
** Only applies to travel zone 0, 1 and 2			

### 5.2 Agreement Term exceptions

Manufacturer	Instrument	Minimum support agreement term

## 6 Small Instruments Support Agreement levels

### 6.1 Small Instruments Support Agreement levels

	Support agreement level	
	Standard	Premium
Once a year preventive maintenance	✓	✓
Labor hours for preventive maintenance	✓	✓
Labor hours for corrective maintenance		✓
Instrument calibration/verification	✓	✓
Software updates	✓	✓
25% discount on support/application hours	✓	✓
5% discount on spare parts	✓	
10% discount on spare parts		✓
Receive and return service	✓	✓
Original box for shipment in case of preventive maintenance	✓	✓
Original box for shipment in case of corrective maintenance		✓
Loaner instrument during maintenance		✓
Reaction time off-site support; within 1 working day	✓	✓

### 6.2 Small Instruments

Manufacturer	Instrument
DeNovix	All DeNovix instruments