

Terms and Conditions - Retrofits

The terms and conditions below shall apply to any and all retrofit purchases pursuant to this contract. Any terms, conditions, and/or other requirements of customer that are inconsistent with the below terms and conditions shall be null and void and have no application to any retrofit purchases from Chiron America, Inc.

- Labor cost estimates are based upon a Monday through Friday work week between 8 a.m. and 5 p.m. local time. Additional hours will be billed separately according to Chiron America's field-service rates at the time the services are performed. Chiron America reserves the right to reject customer requests for work on weekends and holidays.
- Customer will be charged for delays that are the fault of the customer.
- Unless specified in the contract, Chiron America shall not be responsible for any post-retrofit performance criteria, including, but is not limited to, cycle time(s), part quality, Cpk values, etc.
- The customer agrees to grant Chiron America's technicians continuous access to the machine during installation and implementation of the retrofit. The customer agrees to shut down the machine for the duration of the implementation of the retrofit. The machine and the respective machine parts must be cleaned prior to commencement of work by Chiron America's technicians. Cleaning work done by our technicians will be billed separately.
- The on-site transport of all materials is the customer's responsibility. Customer shall provide everything necessary to transport the materials including, but not limited to, rigging, lifting ramps, vehicles, and vehicle operators.
- Chiron America reserves the right to make technical changes that do not negatively impact the end product. Price and delivery schedule may be adjusted in the event of changes requested by customer. Prices may also be adjusted in response to an unexpected increase in the price of materials and/or parts.
- Upon completion of assembly and installation, the customer shall sign a final retrofit acceptance document. Customer must sign and transmit the signed machine acceptance within 7 days after receiving it or provide a reason why it has not been signed. If customer does not meet this requirement, the machine retrofit shall be deemed accepted 8 days after customer was asked to sign the retrofit acceptance.
- The customer will receive an update to the existing machine documentation, including the changed components after final acceptance.
- Chiron America shall not be responsible for any government-required evaluations or certifications as long as the retrofit was installed according to contracted specifications.
- Retrofits may not be returned for credit. All purchase transactions are final. Subject to material availability and the availability of qualified personnel.

Liability

Chiron America shall not be liable for any incidental or consequential damages, even if Chiron America has been given notice of the possibility of such damages.

Please call or send an Email if you have questions or need additional information.

We hope our quotation suits your needs and we are looking forward to receiving your order.

Please include the quotation number in your purchase order and send it to service@chironamerica.com

Kind regards,
Chiron America Inc.

Notice:

This quotation is confidential. The quotation, as well as individual provisions within the quotation shall not be disclosed to any third party without prior written approval from an authorized Chiron America employee.