CHIRON Group

CHIRON America, Inc.

Terms and Conditions - Service

The terms and conditions below shall apply to any and all purchases of services 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 purchase of services from Chiron America, Inc.

- Service and phone support is available on regular business days, Monday thru Friday between 8 a.m. to 5 p.m. After hours support, Saturday, Sunday, and on Holidays is available on-call by calling 704-587-9526 and following the prompts.
- Service quotes are valid for 30 days, and are ESTIMATES ONLY. Additional charges may apply for unforeseen requirements of the job, travel costs, etc. All travel and daily expenses will be invoiced at out of pocket cost, per Diem will be invoiced at daily rates.
- 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.
- The date when service starts will not be scheduled until the customer commits in writing with a contract, purchase order, or some other binding, written agreement to purchase.
- "Not to exceed" purchase orders or contracts will not be accepted. Chiron America, Inc. will do its best to provide
 accurate cost estimates. But customer agrees to be responsible for all reasonable charges related to the purchased
 services.
- Any special tools required will be provided by Chiron America, Inc. and if applicable charged to customer on final invoice.
- The customer agrees to grant Chiron America's technicians continuous access to the machine during service calls. The customer agrees to shut down the machine(s) or isolate if in a cell configuration, if necessary. 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.
- There shall be additional charges for increased costs that result from an increased scope of work or from different or additional customer requirements.
- Customer will be charged for delays that are the fault of the customer.
- Customer shall be obligated to sign a report provided by Chiron America, Inc. that confirms the service work has been completed.
- If Customer issues a blanket purchase order, which authorizes multiple projects up to a certain dollar amount. Customer and Chiron will track charges to determine when the amount of the blanket purchase order has been exhausted. However, if the requested services result in total charges in excess of the amount authorized in the blanket purchase order, customer agrees to issue an additional purchase order, and pay for the charges in excess of the blanket purchase order.

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.

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