



designed for scientists

Calibration and Maintenance Contract

Subject to the Master Service Agreement Conditions,

IKA Werke GmbH & Co. KG, Janke & Kunkel-Str. 10, 79219 Staufen, Germany ("IKA") and

_____ ("Client"),

enter into this Service Agreement on the ____ / ____ / ____ * ("Effective Date").

1. This contract includes the following viscometer(s) ("IKA Device(s)):

IKA Device	Serial number	IKA Device	Serial number

2. Contractual scope of services:

This contract includes the following calibration and maintenance services:

- > ____x inspection and calibration incl. certificat
- > Replacement of worn parts, if necessary
- > Software updates

Repairs are excluded from the contract.

3. Time and place of performance: At the time desired by the customer at IKA.

4. Compensation:

_____ net for each IKA device. Applicable value added tax, customs duties and other taxes and levies (if any), will be added to the service fee. Terms of Payment: _____

5. Billing address (if different to Client address): _____

6. Contract duration:

_____ years from the Effective Date stipulated above. Extension(s) for another two years are only possible by express written agreement. An automatic and silent renewal is excluded. The premature termination of the contract for good cause remains unaffected e.g. if necessary spare parts should no longer be available.

7. Jurisdiction, Applicable Law, Severability, Changes: Clauses 9 - 12 of the Master Service Agreement Conditions shall apply.

8. Signatures:

Customer:

IKA-Werke GmbH & Co. KG:

place / date / signature

place / date / signature



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MASTER SERVICES AGREEMENT CONDITIONS

(FOR EXPORT ONLY)

IKA-WERKE GMBH & CO KG ("IKA") provides various services to its customers under its Maintenance Agreement, Full Service Agreement and Warranty Plus Agreement (collectively "Service Agreements" or individually a "Service Agreement") for purchasers and users of IKA's products as defined in the Service Agreement ("IKA Device(s)"). The terms of these Master Services Agreement Conditions (Export) ("MSAC") shall apply to all Services to be provided by IKA to the other party (the "Client") of any Service Agreement where the Client has its domicile (if a human person) or statutory seat (if a company) outside of Germany, Austria and Switzerland.

1. Services. The term "Service(s)" means the services that are identified in a Service Agreement between IKA and Client (which always shall incorporate these MSAC).

The Services shall not include any advice/consulting by IKA regarding the use of any IKA Devices to process particular substances or other advice on the process use of any IKA Devices. For such advice/consulting, IKA maintains a special business unit (IKA Application Center) and such advice/consulting shall always require a separate written agreement between IKA and Client stipulating the advice/counsel sought and IKA's remuneration. If IKA within the framework of any Services does provide advice/consulting, this shall always be considered a professional courtesy and it shall be Client's entire responsibility to determine whether to follow that advice or not. IKA shall not be liable for any consequences unless IKA is guilty of intent or gross negligence.

FURTHERMORE, THE SERVICES DO NOT RELIEVE CLIENT FROM PERFORMING PROPER REGULAR MAINTENANCE OF THE IKA DEVICES in accordance with IKA's maintenance instructions at the intervals described there (i.e. depending on the kind and intensity of their use). In particular, Client must regularly inspect (i) wear and tear parts as well as (ii) pressure related parts and vessels by qualified staff as outlined in the operating manual of the IKA Device(s). Should Client fail to conduct regular maintenance in accordance with IKA's maintenance instructions at the intervals described there, any additional maintenance and/or repair costs caused thereby shall be borne by Client.

2. Service Agreements. A Service Agreement shall be formed by: (i) Client's acceptance of a written offer (including by email) made by IKA (or on IKA's behalf) to provide Services; or (ii) the issuance of a written acceptance (including by email) by IKA (or on IKA's behalf) of Client's order; or (iii) Client's and IKA's written inclusion of a Service Agreement within the framework of the purchase by Client of IKA equipment.

A separate Service Agreement shall be formed between IKA and Client for each IKA Device(s) for which IKA offers Services.

IKA shall remain the owner of preliminary cost estimates, drawings and other documents which IKA makes available to Client (collectively "Documentation"), and IKA's copyright and all other rights are expressly reserved. Such Documentation must not be made accessible to third parties in whole or in part without IKA's prior written consent.

3. Prices, Scheduling. Any pricing and delivery schedules quoted for Services shall be estimates only unless expressly stipulated as binding.

Date(s) shall only be binding upon IKA if Client (i)

properly prepares (in particular cleans) and (ii) timely grants access (where Services are to be performed at Client) or supplies the IKA Device(s) (where Services are to be performed at IKA) packaged and labeled in accordance with IKA's Packaging Instructions, which is part of the Decontamination Certificate document as well as (iii) supplies all required information (in particular the accurately completed and signed Decontamination Certificate). Any additional cost caused by the belated or non-compliance with this clause shall be borne by Client. Moreover, for IKA Device(s) where Services are to be performed at IKA, IKA shall have the right (but not the obligation), to (in lieu of the Services which shall be deemed to have been performed) send the IKA Device(s) back to Client ten business days (Monday to Friday, except public holidays at IKA seat of business) after having given Client written notice (including by email) of the non-compliance at Client's cost and risk if Client fails to cure the non-compliance in this period.

If non-compliance with the time of delivery is due to events of force majeure such as e.g. mobilisation, war, riot, industrial action (strike, lockout) or the occurrence of unforeseen events which are beyond IKA's reasonable control, the time and date of delivery shall be adequately extended. If the delivery is delayed due to IKA's fault, Client shall have the right to compensation of proven damage up to the maximum amount of the Service Fee of the individual Service concerned. Client's right to rescind the Service Agreement concerned shall remain unaffected. Other damage claims and/or rights of Client shall be excluded in all cases of delay, even upon expiry of any extension(s) granted to IKA by Client, unless IKA is guilty of intent or gross negligence.

4. Client's Information. Client guarantees that all information and/or data provided to IKA by Client, or on Client's behalf ("Client Information"), will be complete and accurate, that Client is entitled to provide that Client Information to IKA, and that IKA may rely upon and process such Client Information when providing the Services.

5. Subcontracting. Client agrees that IKA may subcontract Services to any IKA Company or third parties which are qualified to provide such Services, it being understood that IKA will be responsible for any breach of these MSAC and/or Service Agreement by its subcontractors in accordance with the terms of these MSAC and/or the Service Agreement.

6. Client Remedies, Warranty, Liability. IKA shall provide the Services in accordance with reasonable professional care and diligence and shall have no other obligation than to use reasonable skill, care and diligence in the performance of Services.

In the event that IKA fails to comply with such standards of conduct in providing the Services and that such failure causes damage to the IKA Device(s) concerned, IKA shall be obliged, at IKA's choice, to either repair the defective IKA Device(s) or replace it free of charge. The cost of removal and/or reinstallation which may be caused by such repair and/or replacement shall not be borne by IKA. The same shall apply where the Services include repair of any defects of the IKA Device(s) concerned, where such repair has not (or not properly) been executed.

The warranty period shall be 6 months for replaced parts from the date of passage of risk, excluding Wear Parts as defined in the Service Agreement concerned. Risk shall pass (i) where the Services are performed at the Client,

upon the completion of the Services as evidenced by IKA's Service Checklist; (ii) where Services are performed at IKA, upon the arrival of the IKA Device(s) back at the Client.

Any and all warranty shall be excluded in the event of defects which have been caused by negligence, defective usage, unsuitable use and/or defective regular maintenance performed by the Client. The warranty period shall expire prematurely in the event of unsuitable modifications or repairs by the Client or third parties.

Any further claims for remedying of defects, cancellation and/or damages, and especially consequential damages including loss of profit, of any kind, irrespective of the legal basis of such further claims, shall be excluded. Client shall not have the right to rescind the contract as a consequence of defective IKA Device(s).

7. Loaner Units. Should the Services include provision of a loaner unit for the duration of the Servicing of the IKA Device(s) concerned, Client shall be responsible to (i) ensure that the loaner unit is operated only by suitably competent staff, duly instructed with its safe operation in accordance with IKA's operating manuals; (ii) use the loaner unit in a way that avoids any damages or deterioration, ordinary wear and tear excepted; (iii) maintain and clean the loaner unit according to the instruction for use; (iv) return the loaner unit in a clean manner together with an (v) accurately completed and signed Decontamination Certificate.

Client shall indemnify IKA and hold IKA harmless from the consequences of all health detriment and property damage caused by toxic, explosive, hazardous or infectious residues.

8. Shipments: Where the Services are to be executed at IKA's place of business, the IKA Device(s) concerned shall be shipped to IKA by the Client with cost of transport and insurance borne by Client and returned to Client with cost of transport and insurance borne by IKA. Loaner Units (s. Clause 7) shall be shipped by IKA to Client with cost of transport and insurance borne by IKA, and returned by Client with cost of transport and insurance borne by Client.

9. Place of Execution/Jurisdiction: Place of execution for any Services (other than those executed at Client's place of business) as well as payment shall be Staufen, Germany. The courts of Freiburg i.Br., Germany, shall have exclusive jurisdiction arising out of or in connection with the Services, unless the competence of some other forum is stipulated by mandatory law. IKA shall, however, have the right to take legal action against Client in the courts of the Client's domicile (if a human person) or statutory seat (if a company).

10. Applicable Law: Swiss law shall apply to all transactions governed by these MSAC and to the Service Agreements. The United Nations Convention on the International Sale of Goods (CISG) shall not apply.

11. Severability Clause: In the event that one or several of the provisions contained herein and/or the Service Agreements are invalid, this shall not affect the validity of the remaining provisions.

12. Changes and Amendments: Changes of and/or amendments to these MSAC and the Service Agreements shall only be valid when laid down in writing and signed by IKA and Client.