

Phoenix TIMS

Service Agreement packages

Features	Basic Free	Standard	Premium	Premium including bake	Premium Plus+
Technical email/phone support ¹	X	X	X	X	X
Priority technical support ²	-	X	X	X	X
Remote access support ³	-	X	X	X	X
Software support	-	X	X	X	X
Free software upgrades ⁴	X	X	X	X	X
Service loan programme ⁵	-	X	X	X	X
Annual preventative maintenance visit ⁶	-	-	X	X	X
Instrument bake	-	-	-	X	X
Additional On-site support days with 25% discount	-	-	2	3	5
Free additional on-site support days	-	-	-	-	5
Spare parts and consumables discount ⁷	-	-	5%	5%	10%
Dedicated 48-hour on-site response time	-	-	-	-	X

¹ Support over email and phone. No response times or priority.

² Email and phone support priority over 'basic free' enquiries

³ LogMeIn support. Additionally, customer able to use features themselves. Internet access required.

⁴ IsoLinx software upgrades to the newest version, rolled out every 6 months.

⁵ Electronic unit loan while problem is repaired or replaced

⁶ An Annual visit carried out at the request of the customer. Full details of PM visit can be found on page 2,3 and 4

⁷ Spares parts and consumables discount can be customised to include additional parts budget

Annual Preventative Maintenance visit

Instrument check and replace (if necessary)

Features	Frequency
Source bearing	5 years
Source window Viton	5 years
Contact assembly wire	2 years
Source wiring and pins	1 year
Source contact strips	1 year
EPC CPU fan	3 years
EPC PSU fan	3 years
Motor control unit fan	3 years
Ion Counting Unit fan	3 years
Replace magnet fan filter	1 year
Replace exit panel fan filter	1 year
Replace instrument scroll pump tip seals	1 year
Instrument bake (if service plan requires)	1 year

DG60 check and replace (if necessary)

Features	Frequency
DG60 block springs	2 years
DG60 ceramic insulators	2 years
DG60 scroll pump tip seal	1 years

Instrument tests

Features	Frequency
Check peak shapes	1 year
Check resolution	1 year
Check peak-side stability	1 year
Check amplifier calibration	1 year
Check amplifier noise	1 year
Check amplifier response time	1 year
Check Ion counter(s) peak shape	1 year
Check ion counter(s) dark noise	1 year



Excellence in mass spectrometry

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Service Terms and conditions

Isotopx (we) agrees to provide advice, during the period specified in this agreement to maintain the equipment in good operating condition. The service includes scheduled routine maintenance and unscheduled emergency service to the extent specified.

1. **Emergency Service:** If the equipment requires service excluding the normal cleaning and maintenance, Isotopx will provide an engineer or agent to perform the repair. If the equipment is inoperable, the customer is required to contact Isotopx to report the problem (service@isotopx.com). An engineer will then contact the customer to determine the extent of the problem and if an emergency visit is necessary. If an emergency service visit is required, it will be organised with the customer and the visit prioritised dependant on the level of service contract and engineer availability..

2. **Preventative Maintenance:** An engineer will take those actions necessary to ensure that the equipment covered by this agreement is functioning properly. The engineer will perform the task listed above during the preventative maintenance visit. It is understood that ordinary cleaning, maintenance and care will be performed by the customer as specified in the user's manual. Preventative maintenance may be performed concurrently with emergency service or scheduled based on the needs of the individual equipment as detailed in the agreement. Advance notice for PM visits is 21 days.

3. **Parts:** Spare parts and consumable items are provided with the discount indicated above. Loaner equipment is available for standard, premium and premium + contracts. Spare parts, not consumables, are subject to 1 year warranty unless stated by Isotopx or the manufacturer.

4. **On-site Labour** is provided during normal business hours 9AM-5PM Monday through Friday excluding Isotopx holidays to the extent specified. Any labour beyond these limits will be charged at prevailing rates. Discounted labour rates for additional service is offered for premium and premium + contracts as stated above.

5. **Expenses:** All travel expenses associated with emergency service are covered to the limit specified in the agreement, thereafter, they are billed as actual travel expenses. These include but are not limited to airfare, lodging, car rental, meals and other transportation expenses (parking, tolls, mileage, gas etc)

6. **Eligibility:** Inspection of the equipment prior to execution of the agreement that is not currently under warranty or covered by any agreements, may be required to ascertain that the equipment is in proper working order. This may be accomplished by sending data proof or a site inspection visit. The inspection charge and subsequent repair charges, if any, will be borne by the customer. If no major repairs are required, this inspection may be considered as the first routine visit if not separately paid for.

7. **Training:** Is not provided under this agreement but, can be arranged and will be billed separately at standard prevailing rates.

8. **Moving equipment:** This agreement does not cover any work associated with moving the equipment from its location at the time of this agreement to a new location..



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9. Modifications or alterations shall not be made to the equipment without the consent of Isotopx. Any unauthorized modifications will void all warranties. If Isotopx makes any agreed upon modifications or additions to the equipment at the customer's request, the charges for such parts and services will be billed to customer separately from this agreement at standard rates.

10. Isotopx is not responsible for, or under any obligation to provide, service under this agreement if the equipment has been damaged resulting from external causes such as accident, adverse power conditions, water damage, electrical interferences, misuse, abuse, neglect, acts of God or damage caused by parts or service performed by persons other than Isotopx or its authorized agents.

11. Isotopx nor its suppliers, or authorized agents shall be liable, whether in contract or tort or under any other legal theory, for loss of use, revenue or profit, or for cost of capital or of substitute use or performance, or for incidental, indirect, or special or consequential damages, or for any other loss or cost of similar type, or for claims by purchaser for damage of purchaser's customers. Likewise, we shall not, under any circumstances, be liable for the fault, negligence, or wrongful acts of purchasers, purchaser's employees, or purchaser's other contractors or suppliers.

12. Warranty: Isotopx warrants that the service performed hereunder will be competent and in accordance with industry practices. Isotopx does not warranty, under this agreement unless expressly stated otherwise, the fitness or suitability of the equipment on which the services are performed, or any modification thereof, for any specific application or use. The liability of Isotopx in connection with the foregoing warranty shall not in any case exceed the cost of repairing, replacing, or re-performing the services. The applicable warranty periods can be found in Isotopx's warranty terms. NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, IS MADE WITH RESPECT TO THE PRODUCTS AND/OR SERVICES. ISOTOPX EXPRESSLY EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.



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General terms and conditions

- 1. Acceptance** - Buyer's acceptance of the offer to purchase the products and/or services set forth on the front page made by Isotopx of this quotation shall create a contract subject to and expressly limited by the terms and conditions contained on this form. Acceptance of this quotation may only be made on the exact terms and conditions set forth on this quotation; if additional or different terms are proposed by Buyer, such additional or different terms shall not become a part of the contract formed by Buyer's acceptance of the quotation. Receipt of the products sold hereunder or commencement of the services provided hereunder shall be deemed acceptance of the terms and conditions of this quotation.
- 2. Taxes and Payment** - Any tax, duty, custom or other fee of any nature imposed upon this transaction by any federal, state or local governmental authority shall be paid by Buyer in addition to the price quoted. In the event Isotopx is required to prepay any such tax or fee, Buyer will reimburse Isotopx. Payment terms in US funds shall be net thirty (30) days after shipment unless otherwise stated in this quotation. An Interest charge equal to 1.5% per month (18% per year) will be added to quotations outstanding beyond 30 days after shipment. In addition, Isotopx reserves the right, in its sole discretion, to require C.O.D. payment terms from any Buyer. Isotopx may also refuse to sell to any person until all prior overdue accounts are paid in full.
- 3. Delivery and Shipment** - Unless specified in the agreement, standard delivery terms shall be F.O.B. Isotopx distribution point; identification of the products shall occur when they leave Isotopx distribution point at which time title and risk of loss shall pass to Buyer. All shipment costs shall be paid by Buyer and if prepaid by Isotopx the amount thereof shall be reimbursed to Isotopx. Isotopx will make reasonable commercial efforts to ship the products or provide the services hereunder in accordance with the delivery date set hereof provided, that Isotopx accepts no liability for any losses or for general, special or consequential damages arising out of delays in delivery.
- 4. Warranty**- The products and/or services shall be covered by the applicable Isotopx standard warranty, a copy of which is supplied with the products and/or services or upon request.
- 5. Returned Goods** - Isotopx may, in its sole discretion, authorize product or core returns in appropriate circumstances, subject to such conditions as Isotopx may specify. Any such return shall be subject to the express prior written authorization of Isotopx and may be subject to payment by Buyer of a restocking charge, typically 20%. No returns will be authorized after 120 days following shipment to Buyer.
- 6. Exchange/Refurbished parts**- Isotopx offers some used, refurbished, exchanged parts for sale at a discount. In order to be eligible to receive the discount the core return of the part is required at the buyer's expense.
- 7. Cancellation** - the contract may thereafter be terminated by the customer prior to delivery of the product, but the customer shall pay Isotopx a cancellation charge to reimburse Isotopx for its labour, material and overhead costs and any other costs incurred by Isotopx in the performance of the contract. Isotopx shall solely determine the amount of the said reimbursement (typically 20%). For service agreements, 30 days advance written notice is required. The Buyer will be responsible for



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payment of all actual expenses, labour, travel, parts incurred during the agreement or the contract value to date whichever is more. All outstanding charges must be paid prior to reimbursement of any monies paid in advance on the contract. Isotopx reserves the right to cancel this agreement for any covered equipment over ten years or age if repair parts should be unavailable for such equipment. In the event of such termination, we shall provide a prorated refund to you based upon amounts previously paid under this agreement for the remaining portion of the term or actual labour expenses and parts.

8. Modifications, Waiver, Termination - The contract formed by Buyer's acceptance of this quotation may be modified and any breach thereunder may be waived only by a written and signed document by the party against whom enforcement thereof is sought.

9. Isotopx's Right of Possession, etc. - Buyer hereby grants Isotopx a purchase money security interest in the goods offered by this quotation to secure the due and punctual payment of the purchase price specified in this quotation. In the event of default by Buyer in any payment due Isotopx, Isotopx shall have the right, in addition to any other remedies it may have at law or in equity, to withhold shipment, to recall goods in transit and retake the same, to repossess any goods which may be stored with Isotopx for Buyer's account without the necessity of Isotopx initiating any other proceedings. Isotopx shall have all of the rights and remedies of a secured party under the commercial laws of the State of Delaware and may exercise all such rights and remedies in accordance therewith. Buyer shall execute such documents as Isotopx may request to effectuate the foregoing security interest.

10. Agents, etc. - No agent, employee or other representative has the right to modify or expand Isotopx standard warranty applicable to the products end/or services or to make any representations as to the products other than those set forth in the applicable user or operator's guide delivered with the products, and any such affirmation, representation or warranty, if made, should not be relied upon by Buyer and shall not form a part of contract between Isotopx and Buyer for the purchase of the products or services.

11. Fair Labour Standards - The products or services provided hereunder were produced and/or performed in compliance with the requirements of all sections of the Fair Labour Standards Act of 1938 as amended.

12. Equal Employment - Isotopx is an Equal Opportunity Employer. It does not discriminate in any phase of the employment process against any person because of race, colour, creed, religion, national origin, sex, age, veteran or handicapped status.

13. Governing Law - The contract formed by Buyer's acceptance of this quotation shall be governed by and construed in accordance with the laws of the State of Delaware, U.S.A.

14. Export Buyer shall comply fully with all applicable provisions of the United States Export Control Laws as may be in effect for any of the products and shall seek, whenever required, at its own expense, export licenses from the United States Department of Commerce prior to any export of the products and shall further assure compliance with all re-export restrictions of such United States Export Control Laws.



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15. Software - To the extent there is any software included with the products, the software is being licensed, not sold and all rights, title and interest therein shall remain with Isotopx. Use of the software shall be in accordance with the applicable software license delivered with the products. U.S. Government Restricted Rights - RESTRICTED RIGHTS LEGEND. Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(D) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraph (c)(1) and (2) of the Commercial Computer Software - Restricted Rights clause at 48 CFR 52.227-19, as applicable. SOFTWARE: Isotopx undertake to provide software maintenance and updates free of charge during the instrument lifetime. This undertaking is only valid provided there are no hardware changes that are necessary to allow the updated software to be installed and operate correctly. All software is protected by copyright. At no time shall copies be made either with the user permission or knowledge for the use of any third party. Any such unauthorized copy will leave the customer and his agent open to legal action.

17. Force Majeure - Isotopx shall have no liability for failure to perform, or delay in performance, in the delivery of any and all equipment manufactured or sold by Isotopx including instruments, supplies, components, systems, chemistry, accessories, replacement spare parts, or any and all services provided by Isotopx, caused by circumstances beyond its reasonable control including, but not limited to, acts of God, acts of nature, floods, fire, explosions, war or military mobilization, United States governmental action or inaction, request of governmental authority, delays of any kind in transportation or inability to obtain material or equipment, acts of other governments, strikes, or labour disturbances

18. Patents: To the extent allowed by law, the purchaser shall indemnify Isotopx against all claims of patent infringement with respect to goods manufactured wholly or partially to the purchaser's design or specifications and with respect to the use of such goods. Isotopx shall have no liability to purchaser with respect to any claim of patent infringement which is based upon (a) use of the Isotopx product with equipment or material not furnished by Isotopx or (b) any addition to or other modification of such product other than with Isotopx' prior written consent. Except as otherwise provided in writing, Isotopx shall have title to proprietary rights and designs, tools, patterns, drawings, information and equipment not furnished by the purchaser.

Except as provided in the immediately preceding paragraph, Isotopx shall defend any suit or proceeding brought against the purchaser, so far as based on a claim that any apparatus or any part thereof, furnished under this contract constitutes an infringement of any patent. If Isotopx is notified promptly in writing and given authority, information and assistance (at Isotopx' expense) for the defence of the same, Isotopx shall pay the cost of such litigation, any damages for patent infringement and litigation costs awarded therein against the purchaser up to, but not exceeding the amount of the purchase price of such apparatus. In case said apparatus, or any part thereof, or its operation is held in such suit to infringe and the use of said apparatus or part enjoined, Isotopx shall, at its own expense and option, either procure for the purchaser the right to continue using said apparatus or parts or modify it so it becomes non-infringing or remove said apparatus and refund the purchase price and the transportation costs. The foregoing states the entire liability of Isotopx for patent infringements with respect to said apparatus or any part thereof, or its operation.



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19. Additional Terms and Conditions - This quotation is also subject to any Isotopx Special Terms and Conditions applicable to the products or services offered by this quotation, which appear on the front of this quotation. Any variance from the terms and conditions of this quotation in any order or other written notification from Buyer, will be of no affect. Should Buyer order products or services through a Isotopx office located outside of the United States, the terms and conditions of the quotation issued by the office outside of the United States shall govern such order.