

PLANNED MAINTENANCE AGREEMENT

12/3/2010



SHIMADZU SCIENTIFIC INSTRUMENTS
7102 Riverwood Drive
Columbia, MD 21046
PHONE: (410) 381-1227 FAX: (410) 290-5123
U.S.A. (800) 477-1227

PMA NUMBER: 0000023768
Customer Number: C003848
Type: Quote

Location of Equipment:

CITY OF LINCOLN
PUBLIC WORKS/UTILITIES
WATER/ASHLAND TREATMENT

ASHLAND NE 68003
USA
Contact: John Keith
Phone: 402-323-3863

Billing Address: C003848

CITY OF LINCOLN
PUBLIC WORKS/UTILITIES
WATER/ASHLAND TREATMENT
P O BOX 144
ASHLAND NE 68003
USA

Table with columns: MODEL, Serial Number, Coverage Plan, Coverage Price. Includes rows for GC-2014AFSC 110V and CONTRACT TRAVEL, with a subtotal and total price of \$1,137.30.

John Keith e-mail: jkeith@lincoln.ne.gov
Org/SO: MJ0014228 and MJ0016322
10% Customer Loyalty Discount on GC-2014 system only; with the exception of travel

PRICES WILL REMAIN IN EFFECT FOR 30 DAYS FROM THE QUOTATION DATE

Table with columns: REGION, EFFECTIVE DATES, Purchase Order. Values: 25MWR, 12/1/2010 - 11/30/2011.

SHIMADZU SCIENTIFIC INSTRUMENTS, INC. CUSTOMER
SUBMITTED BY: [Signature]
DATE SUBMITTED: 12/13/2010
AUTHORIZED BY: [Signature]
DATE AUTHORIZED: 12-03-2010
APPROVED BY: [Signature]
TITLE: Director
DATE APPROVED: 1/5/2011

NOTE: Please sign and return this Planned Maintenance Agreement with Purchase Order number for processing.

The description of the terms & conditions are provided on the attached sheets. Through signature and/or purchase order, buyer agrees to comply with these terms & conditions.



Shimadzu Scientific Instruments
 7102 Riverwood Drive, Columbia, MD 2104
 Toll Free: 1.800.477.1227
 Fax: 410.381.1222
 www.ssi.shimadzu.com

SHIMADZU SCIENTIFIC INSTRUMENTS, INC
PLANNED MAINTENANCE AGREEMENT
TERMS AND CONDITIONS

Acceptance of Terms:

Unless otherwise specifically provided by separate written agreement signed by Shimadzu Scientific Instruments, Inc ("Seller" or SSI), these terms and conditions shall govern with respect to the Planned Maintenance Agreement ("PMA" or "Agreement"). By acceptance of this PMA through signature and/or purchase order, Buyer agrees to comply with the terms and conditions contained herein. Acceptance of this PMA is expressly limited to the terms and conditions contained herein. No other terms and conditions shall apply, including any terms and conditions contained in any buyer's purchase order, acknowledgement, response hereto, or other operational form which is in addition to or different than the terms and condition contained herein. This Agreement constitutes the services to be provided hereunder and no addition to or modification of any provision of the Agreement shall be binding on either party unless made in writing and signed by a duly authorized representative of each party.

1) Duration, Cancellation and Renewal:

This Agreement will be in effect for the duration specified on the PMA. This Agreement may be cancelled by either party upon 30 days prior written notice. Upon cancellation, refunds of Agreement price will be provided by Shimadzu Scientific Instruments, Inc (hereinafter "SSI") on a prorated basis less SSI standard charge for services provided under this Agreement. SSI may at any time refuse to renew any PMA under this agreement for any reason provided that the duration specified on the PMA has elapsed.

2) Eligibility and Pre-Contract Inspection, Shimadzu products:

SSI's PMA is available only for SSI products less than seven years of age from the last date of manufacture. For those products in their fourth, fifth, sixth or seventh year of service, an age premium surcharge will be added to the Agreement price. Products not covered under SSI's warranty, or SSI's Maintenance Agreement immediately prior to the commencement of this Agreement are subject to inspection and, if necessary, repair before coverage by this Agreement takes effect. Inspection and repair service must be provided by a SSI engineer. The cost of making such inspection and repair will be billed at SSI's standard service rates then in effect.

3) Eligibility and Pre-Contract Inspection, OEM and non-Shimadzu Products:

SSI reserves the right to refuse a (PMA) for products not manufactured by SSI, but sold to the customer as part of a SSI system. These may include but are not limited to products such as GC detectors, autosamplers, printers and computers. All covered products must be specifically listed on the PMA. SSI also reserves the right to sub-contract the repair or warranty coverage of that equipment to a repair source of its own choice.

4) Coverage Options:

The type of service provided for each coverage option by SSI to the Products specified on the PMA is in accordance with the terms and conditions stated as follows:

Option I --Preventative Maintenance visit

Option II --Extended Warranty

Option III --Total Coverage (Extended Warranty Service and one (1) Preventative Maintenance Visit

Option IV --Flex Coverage



5) Preventative Maintenance: Option 1

Preventative Maintenance (PM) visits will be scheduled by SSI at the mutual convenience of the customer and SSI, or performed during Extended Warranty Service visit. This maintenance will be performed by SSI according to established SSI procedures. PM visits, when provided under this Agreement, may include necessary cleaning, adjustments, calibration, lubrication, parts replacement, or testing to restore the product to *operating* specifications, subject to the "Conditions of Service" (Section 11) of this Agreement. Labor, travel expenses, and selected (listed) consumable parts will be included during the PM visit at no additional cost to the customer. A travel zone charge is added to the contract to cover travel expenses. Purchase of the PM option does not excuse Customer from performing normal daily, weekly, or monthly maintenance that may be required.

An IQ/OQ, Performance Test, and/or As Found Testing" may be purchased as an additional single service to an Option I or III agreement to be completed within the effective dates.

6) Extended Warranty: Option II

Includes all labor and parts (excluding consumables) necessary to restore the products to *operating* specifications, subject to the "Conditions of Service" (section 11) of this Agreement. A travel zone charge is added to the contract to cover travel expenses. In the event of a covered product failure, SSI will use its best effort to provide emergency service. SSI will at its option:

- a. Provide on-site repair service
- b. Repair the product at an SSI Service Center
- c. Provide necessary replacement parts with Installation instructions and/or phone support

Extended Warranty service work may be limited if "Condition of Service" (section 11) of this Agreement is not adhered to.

7) Total Coverage: Option III

A combination of one scheduled PM visit (see Section 5) and Extended Warranty Service (see Section 6) coverage per contract year.

8) Flex Coverage: Option IV

A minimum balance purchased for training, labor, maintenance and travel (to include parts associated with a repair). Any unused balance can be carried forward into a renewal agreement providing the following conditions are met:

1. Balance purchased must equal or exceed beginning balance of expiring contract for Flex Coverage.
2. The purchase order for renewal is received within 30 days of expiration date listed on current contract.

9) Hours of Coverage:

SSI will provide service during normal business hours, Monday through Friday, 8:30 a.m. to 5:00 p.m., excluding SSI holidays.

10) Consumable Items:

SSI will not be obligated to dispatch a service engineer to replace consumable items, unless those parts are replaced during a scheduled PM visit. The customer is responsible for replacement of consumable items, as may be required, without the on-site assistance of a SSI Service Engineer.

11) Conditions of Service:

The service rendered under this Agreement will not include repairs related to adverse environmental conditions, services necessitated by customer neglect, contamination by external sources (bottled gas products or customer samples), misuse, improper operation or maintenance of the product, service performed by anyone other than a SSI authorized Service Engineer, or one of SSI's subcontractors. Work necessitated by damage from accident, fire, water, vandalism, electrical power failure, or any other casualty is not covered. All repairs not covered by this Agreement will be billed separately to the Customer at SSI's standard service rates.



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12) Limited Warranty and Liability:

SSI warrants all parts and service provided under this Agreement are free from defects in materials and workmanship when products are used in accordance with SSI instructions. SSI will not be liable for any consequential or incidental damages resulting from or related to delays in rendering service, delays in performing repairs, delays in parts availability or non-availability or defective parts or workmanship, unless due to SSI's gross negligence or intentional misconduct. SSI's sole obligations shall be to repair or replace, at its option, any non-conforming part or product during the duration of this Agreement subject to the "Conditions of Service" (Section 11). Any parts removed by SSI become the property of SSI, provided the part has been replaced by SSI. SSI makes no other warranty, express or implied, including the warranty of merchantability. Upon expiration of this Agreement, any parts and services provided during the duration of this Agreement shall be warranted for a period of 30 days from the date of service, subject to the "Conditions of Service" including the warranty of merchantability. Parts and service not warranted but provided after the expiration of this Agreement will be billed to the Customer at SSI's standard rates then in effect.

13) Dispute Resolution:

This agreement is made and entered into and shall be governed, enforced and interpreted in accordance with the laws of the State of Nebraska, and Customer hereby expressly consents to jurisdiction of the courts of the State of NE on all matters relating hereto. In the event that either party commences litigation to enforce any provision hereof, said litigation shall be brought in the courts of Lancaster County, NE, and the prevailing party shall be entitled to an award to all costs and reasonable attorney's fees actually incurred

14) Payment Terms:

Upon SSI's acceptance of this Agreement, payment of the Agreement price and any pre-contract inspection costs is due within 30 days of date of invoice. Failure to make any payment when due will result in, but not be limited to, suspension of SSI's obligation to provide service under this Agreement while the amount due remains outstanding. The duration of this Agreement will not be extended as a result of delays in making any payments. There will be a \$120.00 charge for approved quarterly invoicing.

15) Force Majeure:

Neither party shall be responsible for any failure to comply with the terms of the Agreement where such failure is due to force majeure, which shall include, without limitation, fires, floods, explosions, strikes, labor disputes, labor shortages, picketing, lockouts, transportation embargoes, failures or delays in transportation, strikes or labor disputes affecting supplies, acts of God, civil riot or insurrection, acts of any government or agency thereof, and judicial action. Specifically excluded from this definition are government and judicial actions which could have been avoided by compliance with publicly available laws, rules, and regulations of which either party has knowledge or should have reasonable knowledge.

16) Non-Assignability:

Neither party shall assign any part of this Agreement without the prior written consent of the other party.

PREVENTATIVE MAINTENANCE SERVICE INCLUDES:

GC-2014AFSC	\$997.00
Contract Travel	\$240.00
10% discount w/o travel	
Total:	\$1,137.30

Kelly Hines

 Kelly Hines/Service Administrator/MWR