

TERMS AND CONDITIONS that define this Agreement:

Please read the Terms and Conditions for the Service Level Agreement (SLA) carefully. Your company listed in the SLA is referred to as “Company” Access to, and use of METTLER TOLEDO services (“Products”), METTLER TOLEDO services (“Services”), including any of its content, is conditional on your agreement to these Terms. You must read, agree with, and accept all of the terms and conditions contained. By signing the Agreement, you accept the Terms and Conditions stipulated.

1. Duration of Agreement

The duration of this Agreement also known as the term shall be for a period of three (3) years from the date of signing of the Agreement.

2. Scope of Services

The scope of services to be rendered by METTLER TOLEDO is as set out under the provisions of clause 5, clause 6 and Appendix A and is in respect of the Equipment (hereafter defined) for the purposes of this Agreement. “Equipment” shall mean the equipment outlined in detail in Appendix B of this Agreement.

3. Scope of Agreement

This Agreement is applicable for all equipment/systems that are listed in Appendix B and are specific to the make and model of equipment listed therein.

The equipment list can be expanded with the installation of new units upon agreement with METTLER TOLEDO as to the classification of the new units and the increased agreement price. If the company takes equipment out of operation, the equipment list will be amended and the equipment will be excluded from the list.

4. Service Provider List

This Agreement will be serviced by one of the following METTLER TOLEDO branch:

AUSTRALIA

Contact Number: 1300 659 764

Email: info.mtaus@mt.com

Victoria	3/220 Turner Street Port Melbourne VIC 3207 Service Manager – Patrick Murphy
New South Wales	39 Bentley Street, Wetherhill Park, NSW 2164 Service Manager – Darren Hill
Queensland	2/80 Ebborn Street, Darra, QLD 4076 Service Manager – Joel Hakim
South Australia	29 Walsh Street, Thebarton, SA 5031 Service Manager – Timothy Musimwa
Western Australia	91 Holder Way, Malaga, WA 6090 Service Manager – Kate Blackman

NEW ZEALAND

Contact Number: 0800 722 648

Email: info.mtaus@mt.com

NZ Service Manager: Ralph Cocklin

Auckland	2A Kerwyn Avenue, East Tamaki, Auckland 2013
Christchurch	6 Anderson Street, Addington, Christchurch 8011
Hamilton	18 Maui Street, Pukete, Hamilton 3200

5. Service Performance

METTLER TOLEDO offers priority service scheduling to customers with service Agreements.

5.1. Phone Response Time

When a call is received and logged via the National Service Number 1300 659 761, the service coordinator will assign a technician and advise the client an ETA for the attending technician. If, for some reason, the service coordinator is unable to provide an ETA at the time of logging the call they will advise the client within 1 working hour. (Please note: This response is based on Customer Contact Centre operating hours)

On-site Response time to site will depend on the type of fault.

The on-site service response timing is strictly based on METTLER TOLEDO offices' normal business working hours/days as detailed in Appendix A.

For any on-site service response required to take place outside of METTLER TOLEDO's normal business working hours/days, the technician will be assigned to attend the service call on the following business day unless otherwise stipulated in this Agreement or with over time request by the company at the rates outlined in Appendix A.

5.2. Hours of Coverage

All services will be delivered during METTLER TOLEDO office hours:

METTLER TOLEDO Working Hours

Customer Contact Centre Monday – Friday 0800hrs – 1630hrs
Technical Response Group Monday – Friday 0800hrs – 1630hrs

Saturday, Sunday, and public holidays are excluded.

Services outside METTLER TOLEDO office hours are excluded by default unless otherwise stipulated in this Agreement. If any overtime service is required outside the hours covered by this Agreement, the service will be furnished at METTLER TOLEDO's published per-call rates (see Appendix A).

6. METTLER TOLEDO Scope of Service Work

6.1. Pre-scheduled preventative maintenance will be performed as per Appendix B. However, when a repair visit coincides within two weeks of a pre-scheduled preventive maintenance, the planned preventive maintenance may be done concurrently in one visit.

6.2. Pre-scheduled preventative maintenance service includes visual and mechanical inspection, clean, test and calibration – with supply of appropriate calibration and/or verification documentation stored on METTLER TOLEDO redundant systems

6.3. A technician performs preventative maintenance and functional tests in accordance with METTLER TOLEDO's standard operating procedures.

7. Scope of Supply

7.1. The company shall provide a nominated point of contact for the site that is responsible for the maintenance and treatment/handling of the equipment.

7.2. The nominated point of contact (or an approved substitute) at each site shall have the necessary authority and be available for METTLER TOLEDO during the period of time when maintenance shall be carried out.

7.3. The company shall carry out on a daily and weekly basis, preventative maintenance and cleaning of the equipment according to the procedures specified by METTLER TOLEDO.

7.4. The company shall provide unencumbered access to equipment and premises.

8. General Terms of Agreement

8.1. The length of agreement will be three (3) years. Prices are fixed during this period, after which the prices will be subject to adjustment allowing for inflation rate and increases in operational costs. At the conclusion of the agreement period, the agreement shall automatically renew for another period of three (3) years, unless either party provides notice to the other of its intent to terminate this agreement not less than thirty (30) days before the end of the then current term.

8.2. Notwithstanding the provisions above, the company may give notice to terminate this Agreement for any reason whatsoever upon the provision of 90 (ninety) days' notice in writing.

8.3. Environment, Health and Safety requirements dictate that both METTLER TOLEDO and the company are required to provide a safe job site for its employees, subcontractors and other personnel who enter the job site. the company is responsible to comply with applicable federal, state and local environmental, health and safety laws, regulations and requirements. METTLER TOLEDO employees will agree to comply with all reasonable directions made by the company in effect at their premises.

8.4. METTLER TOLEDO will maintain at all times during the Agreement term the following insurance policies to cover risks associated with the supply of Services:

- (a) workers' compensation insurance in accordance with any applicable statutes or regulations;
- (b) comprehensive motor vehicle insurance in respect of any motor vehicles used in connection with the Services;
- (c) public liability insurance

9. Payment and Pricing

9.1. METTLER TOLEDO will invoice the fee proportionally after each service as nominated in Appendix A - Pricing and Service Summary. the company is obliged to pay within thirty (30) days of the date of invoice as per the standard METTLER TOLEDO credit terms and conditions.

9.2. Any local country service taxes and duties are excluded from the price.

10. Other Terms and Conditions

10.1 METTLER TOLEDO'S general terms for service are valid unless otherwise specified in this document.

10.2 If any provision of this agreement shall be found to be invalid or unenforceable, it shall not affect any other provision of this agreement which shall remain in full force and effect. In that case both parties will try to find a substitution for this provision which meets the same intention.

10.3 Neither party shall be liable to the other for any delay or failure to perform its obligations hereunder (other than payment of money) if such delay or failure is due to any cause of conditions beyond its reasonable control. Any damages to equipment resulting from such causes or conditions shall not be covered by this agreement. Such causes or conditions shall include, without limitation, act of God, industrial disputes, fires, floods, storms, electrical interference, wars and civil disturbances.

10.4 METTLER TOLEDO have the option to suspend all work under this agreement until any sums due by the company to METTLER TOLEDO under this agreement have been paid in full.

10.5 METTLER TOLEDO'S liability in respect of any defect in, or failure of, replacement parts or default in the services is limited to replacing or repairing the defective part or carrying out corrective action entirely at its discretion.

10.6 Disclosure of Confidential Information. From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).

10.7 This agreement covers the entire agreement between the company and METTLER TOLEDO in respect to services offered and may not be varied except by written agreement with, and acceptance by, METTLER TOLEDO.

10.8 All other liabilities, conditions, warranties and terms expressed or implied, statutory or otherwise are excluded.

11. Payment and Pricing

11.1. METTLER TOLEDO will invoice the fee proportionally after each service as nominated in Appendix A - Pricing and Service Summary. the company is obliged to pay within thirty (30) days of the date of invoice as per the standard METTLER TOLEDO credit terms and conditions.

11.2. Any local country service taxes and duties are excluded from the price.

12. Other Terms and Conditions

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