

Lab Solutions Relocation Services

Lab Solutions Relocation Service capabilities are governed by this exhibit and the Lab Solutions Terms of Service. Lab Solutions will provide the services specifically designed in separate instrument relocation protocols for each Lab Solutions Relocation assignment.

Services

Services for All Analytical Relocation Services

Lab Solutions Relocation Capabilities

Lab Solutions Relocation Service includes a range of capabilities that assist with the planning and implementation of a new or modified laboratory environment (system). Lab Solutions Relocation assignments may include, but are not limited to, requirements analysis, laboratory environment preparation, laboratory environment trouble shooting, cabling, wire testing, relocation, and startup capabilities.

Lab Solutions Standard Analytical Relocation Service Activities

Lab Solutions Standard Analytical Relocation Services establish a consistent, systematic approach to both the de-installation and re-installation for Lab Solutions and CrossLab instruments for which commercially developed services are available from Lab Solutions's Services and Support Division. Lab Solutions CrossLab Relocation Services will offer, where possible, Checkout prior to de-installation, packaging as required, re-installation and Checkout post re-installation to ensure that the instrument demonstrates equivalent performance before and after relocation.

The successful completion of these steps will provide a high degree of assurance that the system is performing as expected and comparable to its operation before de-installation

- Pre-move instrument check and de-installation – Predefined test suite to determine instrument current performance followed by de-installation procedure.
- Post-move instrument check and re-installation – Defined installation procedure followed by predefined test suite to determine instrument current performance. (Same test as de-installation).
- Re-installation plus PM/IQ/OQ – Defined installation procedure followed by instrument PM, IQ, OQ services.

The following describes the major tasks that are done during the de-installation and re-installation:

- Self Check verifies that the instrument turned on and completed the self-test/initialization without errors.
- Ready Check verifies that the method parameters could be established on the instrument.
- Checkout demonstrates that the instrument is working holistically and the analytical results obtained before and after the relocation are comparable. The method and analytical results are printed out and attached to the protocol.

Lab Solutions Services Personnel who are trained and knowledgeable about the equipment and procedures will perform the relocation service. The Lab Solutions representative will record, sign, and date all data collected.

Any exceptional conditions encountered during the administration of the applicable relocation protocol will be documented at the time of occurrence and reviewed by Lab Solutions personnel. Exceptional conditions will be investigated and the appropriate course of action determined. The performance of the relocation procedure does not bind Lab Solutions to perform repairs that result from normal instrument operation.

Service Prerequisites

Service Prerequisites for All Analytical Relocation Services

Site Requirements. The Customer site must meet site specifications for Lab Solutions and non - Lab Solutions products. Any required site modifications may be purchased from Lab Solutions in a separate custom relocation agreement.

Customer Schedule and Building Layout. Customer must provide Lab Solutions with the desired schedule for a project and their building layout(s), including but not limited to a floor plan, cabling, and power locations.

Network Plan. When needed, Customer must provide or purchase from Lab Solutions a complete and documented physical network plan prior to service commencement. The plan consists of a physical network map identifying all communication links and descriptions of all network hardware and software applications with revision levels.

Equipment and Valuation Information. Customer must provide an equipment listing and agree to Lab Solutions's replacement valuation or listing of functionally-equivalent Lab Solutions equipment at least ten working days prior to commencement of service.

Lab Solutions Relocation Services

Customer Responsibilities

Customer is responsible for supplying the required support services and materials. These may include proper dedicated electrical service, climate controlled facility, purified gases or solvents, and proper disposal facilities. Customer is responsible for the removal of all solvents, sample vials, and columns before the relocation service starts.

Customer must decontaminate the system, if needed. If Customer was instructed to retain supports or braces, Customer must provide them. These supports or braces are placed in the instrument so it can be moved safely.

Customer Responsibilities for All Analytical Relocation Services

Access and Facilities. Customer must provide Lab Solutions with access to their site and facilities deemed necessary by Lab Solutions to provide relocation services.

Staging and Storage Areas. Customer must provide adequate staging and storage areas onsite for Lab Solutions personnel and Lab Solutions's subcontractors for the duration of the assignment.

Working Elevator. Customer must ensure that, when needed, a working elevator is available on site for the transportation of material, tools, personnel unless otherwise agreed by Lab Solutions.

Non-Interference. Customer or any vendor or contractor at the Customer's site must not delay Lab Solutions during this assignment.

Customer Contact. Customer must appoint a contact for the Lab Solutions consultant or project manager providing services. This contact, or a designated alternate, must be available onsite or by phone at all times that Lab Solutions relocation services are being provided. The Customer contact must have the authority to resolve matters and coordinate the resolution of any problems.

Software and Backup Tapes and Media. Customer are responsible for the security and relocation of the backup and library tapes, operating system and application software, and any media required to reconstruct lost or altered files, data, programs, and software. Customer is also responsible for data recovery.

File Backup. Prior to commencement of services, Customer must conduct a complete backup of all files.

Cables. For relocation and startup capabilities, Customer are responsible for ensuring that the power and data cables are in place and available for use at the time of equipment re-installation or startup.

Permits. Prior to commencement of services, Customer must, at their own risk and expense, provide Lab Solutions with the originals of all permits, consents, or other authorizations required to allow Lab Solutions to perform its obligations under this agreement.

Hazardous Materials

Customer must represent and warrant that there are no hazardous conditions at Customer's premises. If during the performance of its obligations under this assignment, Lab Solutions or Lab Solutions's subcontractors encounter asbestos or other such hazardous substances or conditions, Lab Solutions and/or Lab Solutions's subcontractors will promptly cease work activities and notify the Customer. Customer must then take whatever steps are necessary to provide for the removal or containment of such substances. Lab Solutions or Lab Solutions's subcontractors are not required to continue performance before the removal or containment of such substances. In the event that Customer does not provide for the removal or containment of such substance and/ or Lab Solutions deems that the physical conditions present a health or safety threat, then Lab Solutions may terminate this assignment without liability and Customer will be subject to payment for work performed to date.

Warranty

Any materials, components, consumables, and supplies provided as part of the Analytical Relocation Services are warranted solely by the original manufacturer.

DISCLAIMER OF WARRANTY. LAB SOLUTIONS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, FOR ANALYTICAL RELOCATION SERVICE OR ANY PRODUCTS OR MATERIAL DEVELOPED OR PROVIDED HEREUNDER, AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Lab Solutions Relocation Services

Payment

Charges. Charges include all materials, labor, and travel. Charges will be invoiced as single payment.

Charges for Customer Delays. If Lab Solutions incurs additional costs or labor as a result of delays that Customer or Customer's representatives cause by any act or omission (including, without limitation failure to provide necessary assistance, failure to provide safe access to facilities, or failure to secure necessary rights to Third Party Software), Lab Solutions may, upon prior written notice to Customer, add such additional charges to the total invoice amount.

Adjustments to Costs or Delivery Schedule. Because delivery of relocation services is based on performance of the Customer's responsibilities, in the event that Customer does not meet the responsibilities set out in the Service Prerequisites and Customer Responsibilities section, Lab Solutions reserves the right to notify Customer of the need to adjust the cost or schedule.

If Customer do not elect to proceed based on the adjustments, Lab Solutions has the right to cancel its provision of services and Customer are subject to payment for work performed to date and the additional fee described in the Termination Without Cause section of this document.

Remedies and Liability

Lab Solutions's standard limitation of remedies and liability applies as set to in the Lab Solutions Terms of Service, except that Lab Solutions repairs or refurbishes the Customer's equipment damaged by Lab Solutions or Lab Solutions's subcontractors during performance of relocation service. If repair is necessary, Lab Solutions reserves the right to select the repair vendor and subcontract the repair work.

Termination

Termination for Cause. Either party can terminate the Lab Solutions Relocation assignment for cause only in the event of the other party's refusal or inability to perform, or the material breach any other obligations hereunder, provided the party in breach has been given 30 days written notice and has failed to cure the said breach within 30 days.

If Lab Solutions terminates the assignment for cause, Customer will pay Lab Solutions for all Service performed and charges and expenses incurred by Lab Solutions up to the date of termination.

Termination Without Cause. If Customer terminate the Lab Solutions Relocation assignment without cause any time after Customer's order is received by Lab Solutions, Customer must pay Lab Solutions for all Service performed and charges and expenses incurred by Lab Solutions up to date of termination.

In addition, Lab Solutions reserves the right to charge Customer an administrative fee of ten percent of the total charges.

Miscellaneous

Nonconfidentiality. Lab Solutions and Customer agree that all information exchanged is nonconfidential information unless Customer and Lab Solutions have entered into a separate Lab Solutions Confidential Disclosure Agreement.

Subcontractors. Lab Solutions may use Lab Solutions selected, approved, appropriately licensed subcontractors to perform Lab Solutions Relocation activities.

Action Limitations. Any action against Lab Solutions hereunder must be brought within one year after the cause of action arises.

Order of Precedence. To the extent this exhibit conflicts with the Lab Solutions Terms of Service or any other exhibits or agreements with Lab Solutions, this exhibit and its attachments take precedence.

Service Hours. Lab Solutions's service hours are Monday through Friday, 9:00 a.m. to 5:00 p.m., excluding Lab Solutions holidays. The assignment can be performed outside of these hours for an additional charge, unless otherwise agreed to by Lab Solutions.