

BenchSmart 96 Service Terms and Conditions

The following terms and conditions apply to all BenchSmart units submitted to Mettler-Toledo Rainin, LLC (Rainin) for service. By submitting this form, the customer (Buyer) agrees to all terms and conditions outlined in this form.

1. Location of Service

Regardless of the level of service coverage, the liquid end (head) portion of the instrument will be serviced at Rainin's factory authorized service center for the BenchSmart 96 located at: Mettler-Toledo Rainin, LLC, Service Department, 7500 Edgewater Drive, Oakland, CA 94621. Service for the base portion of the instrument ("base instrument") will be based on the level of service coverage the customer has chosen to purchase. Please refer to sections 3, 7, 8 & 9 for further coverage details.

2. To Schedule Service

The BenchSmart 96 consists of the base instrument and the liquid end (head). The liquid end should be packed in the container provided at purchase and shipped to the address above. Base instruments covered by a warranty upgrade or service contract may choose onsite or mail-in service. Base Instruments under manufacturer warranty or billable can only be serviced via mail-in. Please contact Rainin Technical Support at 800-472-4646 for support.

3. Coverage Details

(a) Manufacturer Warranty - Rainin will cover all costs related to the repair of the unit while under the manufacturer warranty (1 year from instrument purchase), unless the unit is subject to damage due to physical, chemical or other forms of abuse, negligence or acts of God. Preventive maintenance and calibration services are NOT included with the manufacturer warranty.

(b) Warranty Upgrades & Prepaid Service Contracts - Repairs for base instruments under warranty upgrades and contracts are subjected to the same coverage and conditions as to those covered by the manufacturer warranty (see (a) above). The customer may send one liquid end (head) in for preventive maintenance and calibration service once per 1 year coverage period. Additional calibration-only services for that head may be purchased at a discounted rate, but do not void or change the service warranty/contract coverage or period. PM and calibration service for additional liquid ends (heads) may also be purchased when products are covered by a warranty upgrade or service contract.

(c) Billable Service - For the liquid end (head), only the cost of piston O-rings, which are replaced as part of the preventive maintenance is covered. If the unit requires additional parts or labor for preventive maintenance, they are charged separately at current rates. For the base instrument, all repairs are treated on a time and materials basis and billed at current rates. You may choose to expedite repairs up to \$500 by waiving your estimate; otherwise we will contact you with an estimate before proceeding with the repair.

4. Calibration Service

(a) As Left Calibration Only: For this service type, following preventive maintenance, the liquid end (head) will be calibrated using four (4) measurements at 10% of nominal volume and four (4) measurements at 100% of nominal volume for each of the 96 channels. A calibration certificate will be provided listing all data collected and a calibration sticker will be placed on the instrument.

(b) As Found and As Returned Calibration: For this service type, the performance of the liquid end (head) "as received at Rainin" prior to preventive maintenance or any service activity commencing will be assessed using four (4) measurements at either 2 volumes (10% and 50% of nominal volumes) or 3 volumes (10%, 50% and 100% of nominal volumes) for each of the 96 channels. Following "As Found Data Collection," preventive maintenance will be performed, then a final calibration will be performed using the same measurement and volumes used for As Found calibration. A calibration certificate will be provided listing As Found and As Returned data collected and a calibration sticker will be placed on the instrument. Specifications: the 20 µL liquid end is calibrated to ISO 8655 specifications, while the 200 µL and 1,000 µL are calibrated to the manufacturer's published specifications.

5. Lab Turnaround Time

For instruments which are covered by a warranty upgrade or prepaid service contract, standard lab turn-around time is two (2) to three (3) business days upon receipt of merchandise before 12:30 p.m. by our calibration lab. For instruments which are only covered by the manufacturer warranty or billable, the standard lab turnaround time is five (5) to six (6) business days upon receipt of merchandise before 12:30 p.m. Lab turnaround times are based on business days and are not guaranteed. To avoid delays, customers should include a completely filled out service form with the order.

6. Decontamination

It is the customer's responsibility to ensure the BenchSmart 96 is free of all chemical, biological and radioactive contaminants before shipping it to Rainin for service. Rainin reserves the right to delay or refuse service for instruments suspect of hazardous contaminants. Customer agrees to pay for all shipping and handling charges for all contaminated instrument returns.

7. Pricing Policy

All prices are subject to change without prior notice. Customers are billed the effective current rate once the service has been performed. For prepaid service, a copy of the sales quote or service plan number, must be supplied by the customer at the time the order is placed.

8. Shipping (Freight)

(a) For units covered by a prepaid service contract, Rainin will cover the cost of shipping the liquid end and/or base instrument to and from our service center if the unit is located within the 50 US states. Billable customers must pay the cost of shipping the base instrument and liquid end to and from our service center.

(b) For units covered by a prepaid service contract, Rainin will ship the base instrument and liquid end (head) using next business-day delivery. Units located in Alaska and Hawaii will require one (1) to two (2) additional business days. For billable units, the customer may purchase the shipping method of their choosing. Shipping delivery times are subject to the freight carrier performance. Rainin is not liable for any delays.

9. Shipping (Containers)

(a) The BenchSmart 96 liquid end (head) must be shipped to the Rainin service center in the shipping container provided at purchase. If the liquid end (head) is shipped in any other type of container, Rainin will return it unserviced at customer's expense. Units covered by a prepaid service contract may request a loaner shipping container for the liquid end (head). Billable customers can lease a liquid end container from Rainin.

(b) The BenchSmart 96 base instrument must be shipped to the Rainin service center using a custom-made manufacturer approved container box. For instruments covered by a service contract, manufacturer warranty (repair services only) or warranty upgrade, a loaner instrument container box is available free of charge. For billable instruments, a manufacturer approved container box may be leased. The customer may also choose to purchase the manufacturer approved box from a qualified vendor. Units received in any other type of container will be returned unserviced at customer's expense.

10. Onsite Service

Onsite service for the base instrument is only available for units covered by a warranty upgrade or service contract. Onsite visits must be pre-scheduled via technical support (800-472-4646) and requires customer collaboration and commitment. The stated response time for down instruments is based on business days, not guaranteed and will depend on availability of staff, transportation options and ease of access to location or facility. Cancellation of onsite visits must be made prior to technician dispatch or a cancellation fee to cover costs associated with transportation, lodging and personnel will be assessed.

11. Limited Warranty and Limitation of Liability

Rainin warrants that services will be performed in a workmanlike manner in conformity with standard industry practice. For units under a service plan, should any nonconformity be detected during the service plan period, Rainin will supply the necessary service, direction or consultation to correct the nonconformity. For billable service, should any nonconformity be detected within 60 days after the work is completed and prompt notification is made by Customer in writing to Rainin, Rainin will supply the necessary service, direction or consultation to correct the nonconformity.

Please refer to Mettler Toledo Rainin, LLC Terms & Conditions, section 7B at www.mt.com/legal for limitation of liability details.

12. Governing Law

This transaction shall be governed by and construed in accordance with the laws of the state of California. Any controversy arising out of this transaction shall be resolved solely and exclusively in, under the sole and exclusive jurisdiction of, the state courts of the State of California and federal courts of the United States located in the State of California.

