

## Nugget Scientific Microlab STAR Line Service Contract

Routine maintenance has been found to improve the reliability of instruments and prolong the life of your equipment. Service Contracts help extend the reliability of your system and allow service costs to be budgeted in advance. Our preventative measures help ensure that your systems are correctly set, calibrated and adjusted at regular intervals. We work to make sure that you get the most out of your system, preventing unnecessary downtime. As part of our service and maintenance programs, our aim is to meet all of your regulatory and documentary certification requirements.

Even after you have completed the initial validations and qualification, it is important to verify performance on an on-going basis. Our Nugget Scientific Service Team can perform scheduled verification testing of existing systems to document continued compliance to factory specifications and industry standards.

Please find the details for our service contract listed below:

- Priority dispatch for contracted customers
- On-site Dispatch Target: within 24 business hours
- On-site Arrival Target: within 48 business hours, subject to location and availability
- Phone/Remote Response: within 4 business hours
- Travel, Parts, Labor are included with Contract
- Includes 2 Preventive Maintenance service call per year

Service resulting from the misuse of the system or user related crashes will be billed at cost in addition to this contract price.

The term of instrument coverage is 12 months from the date of written agreement from both parties.

Additional detailed Terms and Conditions can be found below.

Have a great day,  
—Nugget Scientific

## **Services Provided**

### **1. Preventative Maintenance Service (2 per year)**

- 1.1. Instrument decontamination.
- 1.2. System inspection.
- 1.3. Re-adjustment, leveling and calibration of all system components following OEM procedures or equivalent.
- 1.4. Replacement of regular system wear components such as stop disk o-rings and washers.
- 1.5. Lubrication of system contact areas.
- 1.6. Preventative maintenance report which includes all Nugget Scientific Field Engineer comments and all updated system adjustment values and passing service macros.

### **2. System Repair Service**

- 2.1. Travel, labor and replacement part costs are covered for repair services unless system component damage or failure is caused by user negligence or misuse.
- 2.2. Components broken prior to the initial date of this agreement are not covered and will be addressed separately.
- 2.3. If user negligence or misuse is found to be the cause of system damage replacement part costs will be invoiced to the client following the completion of the repair service. Travel and labor costs will be covered by Nugget Scientific.
- 2.4. On-site arrival target of 48 business hours from client contact.

### **3. Priority Remote System Support**

- 3.1. Phone, video call and remote computer access support options are available for service contract clients
- 3.2. During remote support session, a Nugget Scientific engineer will remotely control the instrument following the on-site user's permission. The remote engineer will attempt to diagnose and repair the system issue remotely to mitigate excessive system downtime. If the engineer is not able to diagnose or remotely resolve the issue a Field Engineer will be scheduled to resolve the issue on-site.
- 3.3. Guaranteed 4 hour or better phone response time during normal business hours.

### **4. Priority Service Scheduling**

- 4.1. Clients with Nugget Scientific service contracts will have priority in scheduling over clients who do not have service contracts in place.

# Nugget Scientific General Terms and Conditions

## 1. Applicability

All purchased service contracts and other services provided by Nugget Scientific are provided with the knowledge that the client agrees to be bound by the terms outlined in this section. In the event of a conflict between these Terms and any terms imposed by the Customer, these Terms will take precedence. Nugget Scientific will only be bound by any deviation from these Terms if it was agreed upon by both parties in writing. In the event that this Agreement is executed within ninety (90) days following the expiration of the previous service period (the "Prior Term"), the Effective Date of this Agreement shall be deemed to be the day immediately following the expiration of the Prior Term. All service obligations and fees shall apply retroactively to ensure uninterrupted coverage.

## 2. Services

In line with these Terms, Nugget Scientific will provide clients with the services described below:

- 2.1. Maintenance Service Contract: Throughout the length of a Service Agreement, Nugget Scientific commits to provide maintenance service to keep the covered instrument(s) in good functioning order. Periodic preventative maintenance is included in the maintenance service, which is chosen by Nugget Scientific based on the instrument's individual demands. This preventive maintenance can be done at the same time as the corrective maintenance. Adjustments, lubrication, and replacement service parts are all included in the maintenance service, as determined by Nugget Scientific. Replacement parts are available in new or refurbished condition and are provided on an exchange basis; the replaced parts become Nugget Scientific's property. Some replacement parts are included with additional costs as determined by Nugget Scientific.
- 2.2. Full Service Contract: Throughout the length of a Service Agreement, Nugget Scientific commits to provide maintenance service to keep the covered instrument(s) in good functioning order. In addition, Nugget Scientific will provide on-site repair for unforeseen instrument issues with a quick response time that will be determined by Nugget Scientific.
- 2.3. All Nugget Scientific Service contracts include priority dispatch to contracted customers with a targeted 24 hour dispatch time. Travel, labor and parts are included in costs if the instrument fault is not due to negligence or damages caused by user error. Two preventative maintenance services will be included per year. This maintenance service includes adjustments, calibration of the instrument, replacement of routine wear components, lubrication, and cleaning.
- 2.4. Nugget is not responsible for replacement parts due to negligence or damage caused by user error. Repairs performed for damage caused from negligence or user error damage will be invoiced following the repair service.
- 2.5. For instances where an instrument is purchased by a 3rd party, Nugget Scientific reserves the right to inspect the instrument before agreeing to a service contract. If upon inspection the instrument has been determined by Nugget Scientific to not meet acceptable conditions, all labor, parts, and other expenses related to repairs will be invoiced to the client for following the service to return the instrument to good working condition. Once the instrument is in good working condition it may be placed under a service contract.
- 2.6. For instances where a repair service has been requested there is no current service contract agreement in place, Nugget Scientific will inspect and estimate the required

repairs needed for the instrument. After client approval and the repair service Nugget Scientific will invoice the client for all parts, labor, travel and other related expenses for the repair service.

- 2.7. For instances where a system is purchased through Nugget Scientific without the agreement to a service contract there is a 60-day complementary service period immediately following a successful system installation. This warranty includes travel, labor, replacement components and any other costs related to repair to return the system to good working condition. This warranty does not cover damage or system malfunction due to customer negligence or damage caused by user error. Costs related to repair due to negligence or damage caused by user error will be invoiced following the repair service.
- 2.8. If either Party wishes to change the scope or alter the terms of service agreement they shall submit written details of the requested term changes to the other party. Nugget Scientific will present the other party with a written estimate that defines the changes to the services provided and any necessary changes to the fees for the service agreement. After receipt of the term changes estimate, parties may negotiate and mutually agree in writing on the new agreement.
- 2.9. Nugget Scientific may amend the services at any time without customer's agreement, as long as the changes do not adversely affect the nature or scope of the services, the prices, or any performance deadlines set forth in a service agreement.

### **3. Right to Inspection**

Before any instrument is included under a Service Contract, Nugget Scientific has the right to inspect the instrument and may ask that the instrument(s) be returned to proper working standards at the Customer's expense.

### **4. Performance Date**

Any performance deadlines requested in a purchase order or stipulated in a Service Agreement will be met by Nugget Scientific using reasonable efforts, but such dates are simply estimates.

### **5. Payment Terms**

All Service invoices owed to Nugget Scientific must be paid in US dollars within 30 days from the date of receipt of Nugget Scientific's invoice or in the case of shorter terms, as defined on the quotation. Clients may not withhold payment or partial payments as a result of a dispute with Nugget Scientific.

If the Client disputes an invoiced amount, the Client has the option of paying the dispute in full under protest to avoid the imposition of penalties and interest. If the disagreement is determined and settled in the Client's favor, the Client is entitled to a refund of the disputed amount.

All payment under this Agreement shall bear interest from the fifteenth(15th) day after the date due until paid at a rate equal to 1% per month in effect on the date that payment was due.

## **6. Customer Obligations**

Client must:

- (a) Provide a sufficient environment for the instruments as described by Nugget Scientific, including but not limited to: adequate space and electrical power. Client is also required to provide Nugget Scientific with full, unrestricted access to the instruments, in addition to supporting Nugget Scientific in all things pertaining to the Services.
- (b) Respond quickly to any request from Nugget Scientific for direction, information, approvals, authorizations, or decisions that are reasonably required for Nugget Scientific to perform Services in line with the terms of the Service Agreement.
- (c) Customer is solely responsible for obtaining the requisite software license(s) from the equipment manufacturer(s) or qualified agent.

## **7. Customer Acts Or Omissions**

If Customer or its agents, subcontractors, consultants, or employees prevent or delay Nugget Scientific's performance of its obligations under a Service Agreement, Nugget Scientific shall not be deemed in breach of these Terms or any Service Agreement, or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

## **8. Parts And Labor**

Unless otherwise noted, a Service Agreement includes all required service parts, travel, and labor. Any additional damaged parts will be replaced under additional costs determined by Nugget Scientific.

## **9. Service Hours**

Services will be performed within regular working hours; Monday-Friday, between 8 a.m. and 5 p.m. Any questions or requests that are made via email or phone will receive a follow-up response within 1 business day.

## **10. Default**

If the Client fails to pay Service Invoices, Nugget Scientific reserves the right to discontinue Services, and cancel the Service Agreement.

## **11. Termination of Service**

Customer may terminate a Service Agreement upon thirty (30) days' written notice to Nugget Scientific. Upon termination, Nugget Scientific may, at its discretion, issue a refund equal to the prepaid Service Agreement amount minus (i) Services already performed and (ii) time, labor, travel, and materials expended at Nugget Scientific's then-current standard rates. No refunds shall be issued for Services already rendered.

Nugget Scientific reserves the right to suspend or terminate Services immediately upon Customer's failure to pay any undisputed invoice when due or upon Customer's material breach of this Agreement.

## **12. Limited Warranty**

This Agreement does not cover the repair of damage, the replacement of parts, or any increase in Service time caused by disaster, neglect, abuse, misuse, transportation, modifications, accessories, or unauthorized software. These types of damage can be repaired by Nugget Scientific under additional costs as decided by Nugget Scientific. The stated warranty is only included on the instrument and not on the computer equipment supplied with the instruments.

## **13. No Guarantee**

The services supplied do not guarantee continuous instrument operation, and Nugget Scientific is not liable for any failure to render services due to circumstances beyond its control, such as Force Majeure.

## **14. Force Majeure**

When and to the extent that any failure or delay in fulfilling or performing any obligations stated is caused by or results from acts or circumstances beyond Nugget Scientific's reasonable control, including, flood, fire, earthquake, explosion, governmental actions, Nugget Scientific shall not be liable or responsible to Client, nor shall it be deemed to have defaulted or breached a Service Agreement or these Terms.

## **15. Limitation of Liability**

To the maximum extent permitted by applicable law, Nugget Scientific shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including but not limited to loss of profits, loss of revenue, loss of use, loss of data, loss of samples, business interruption, or diminution in value, arising out of or relating to this Agreement, the Services, or any act or omission of Nugget Scientific, whether based in contract, tort (including negligence), strict liability, or otherwise, even if Nugget Scientific has been advised of the possibility of such damages.

Nugget Scientific's total aggregate liability arising out of or relating to this Agreement shall not exceed the total amounts paid by Customer to Nugget Scientific under the applicable Service Agreement during the twelve (12) month period preceding the event giving rise to the claim.

## **16. Confidential Information**

All non-public technical, commercial, or operational information disclosed by Nugget Scientific to Customer, including but not limited to service documentation, calibration data, reports, procedures, scripts, and system configurations, shall be treated as confidential and shall not be disclosed to any third party without Nugget Scientific's prior written consent, except as required by law.

If you wish to purchase this Service Contract as detailed above please insert your purchase order number, sign below and return this to us at [sales@NuggetScientific.com](mailto:sales@NuggetScientific.com). If you have any queries please contact us.

Serial Number(s): \_\_\_\_\_

**Customer**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Nugget Scientific**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Nugget Scientific Company Details

Nugget Scientific, LLC  
EIN 86-1190555

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### Sales Contact

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### Post-Sales Contact

Noah Weaver  
Mobile: +1 937-999-7974  
Email [noah@NuggetScientific.com](mailto:noah@NuggetScientific.com)  
**Please email orders to:** [sales@NuggetScientific.com](mailto:sales@NuggetScientific.com)

### Bank details

For **Wire** transfers:  
JPMorgan Chase Bank, N.A.  
PO Box 659754  
San Antonio, TX 78265-9754  
Contact: Bianca Rodriguez  
Account # 697713839  
Routing # 021000021

For **ACH** transfers:  
JPMorgan Chase Bank, N.A.  
PO Box 659754  
San Antonio, TX 78265-9754  
Contact: Bianca Rodriguez  
Account # 697713839  
Routing # 111000614

### Trading terms

NET terms per Nugget Scientific quotation

NAICS codes:

339112 - Surgical and Medical Instrument Manufacturing

811219 - Other Electronic and Precision Equipment Repair and Maintenance