

# Terms and Conditions for Brüel & Kjær Vibration Test Systems Service Agreement

## 1. GENERAL TERMS AND DEFINITIONS

- 1.1.** All Services are available during local working hours and according to the local holiday calendar.
- 1.2.** The Customer must inform Brüel & Kjær about the Customer's contact person's name, e-mail and address.
- 1.3.** The term 'Equipment' means the Brüel & Kjær equipment covered by this Service Agreement.
- 1.4.** The term 'Pre Agreement Visit' applies to the visit to the Customer's premises by Brüel & Kjær's representative to determine the condition of the Equipment covered by the Service Agreement. After the visit Brüel & Kjær will make a report detailing any remedial action to be completed before the Service Agreement period shall start.
- 1.5.** Equipment not maintained by Brüel & Kjær prior to the start of this Service Agreement shall be brought up to a condition acceptable to Brüel & Kjær. All costs associated with such work being to the Customer's account.
- 1.6.** Remedial action not covered by the Service Agreement will be chargeable in addition to Annual Service Fee. The price of parts will be list price less agreed discount, labour for fitting will be charged at ruling daily rates. The Customer's permission shall be sought to carry out remedial action not covered by the Service Agreement.

## 2. SERVICE AGREEMENT TERM

- 2.1.** The Service Agreement grants the Customer access to the specified Services. The Service Agreement shall be valid from the Start Date as stated in the Service Agreement until the End Date. An annual Service Fee will be charged.

## 3. TERMINATION

- 3.1.** Brüel & Kjær can at any time with 90 days written notice terminate the Service Agreement, a specified Service in the Service Agreement or the Service for a specific piece of Equipment. The Customer will be credited for the remaining period of the Annual Service Fee.
- 3.2.** Brüel & Kjær can without notice terminate the Service Agreement
  - 3.2.1.** if the Customer fails to make any payment when due to Brüel & Kjær under the Service Agreement or any other contract with Brüel & Kjær,
  - 3.2.2.** if any act or omission of the Customer delays Brüel & Kjær's performance,
  - 3.2.3.** if the Customer violates any of these Terms and Conditions,
  - 3.2.4.** if the Customer's credit becomes impaired; or the Customer suspends its payments, makes any composition or arrangement with its creditors enters into bankruptcy proceedings or undergoes any analogous act or proceedings under an applicable foreign law;
  - 3.2.5.** if the export control classification or status of a specific piece of Equipment has changed.
- 3.3.** Termination under clause 3.2 will not entitle the Customer to any credit for the remaining period of the Annual Service Fee.

Customer to any credit for the remaining period of the Annual Service Fee.

- 3.4.** The Customer can at any time with 90 days written notice terminate the Service Agreement. The Customer cannot terminate a specified Service in the Service Agreement or the Service for a specific piece of Equipment. The Customer will not be credited for the remaining period of the Annual Service Fee.

## 4. INVOICING

- 4.1.** The Customer will receive an invoice at the Start Date of the Service Agreement for the Annual Service Fee and hereafter annual invoices will be issued, unless the Service Agreement is terminated as stated in Clause 3.
- 4.2.** The Annual Service Fee may be subject to price changes.
- 4.3.** Services can be added to a valid Service Agreement. The Annual Service Fee will be adjusted accordingly. For the remaining invoice period a pro-rata amount will be invoiced.
- 4.4.** In case of termination by the Customer, the Customer will not be credited for the remaining period of the Annual Service Fee.

## 5. BRÜEL & KJÆR'S SERVICE OBLIGATIONS

- 5.1.** Brüel & Kjær's service and warranty obligations for the Equipment covered by this Service Agreement:
  - 5.1.1.** Maintain the Equipment in good operational condition during the term of the Service Agreement.
  - 5.1.2.** Carry out maintenance on the Equipment covered within this Service Agreement in accordance with local working hours and according to the local holiday calendar. Work carried out after or before these hours may incur additional charges at standard rates.
  - 5.1.3.** Carry out breakdown repair work on an 'on call' basis as defined in this Service Agreement.
  - 5.1.4.** Replace or repair defective components with new or reconditioned parts. Reconditioned items will be of good quality and shall be guaranteed as new. Replaced parts shall become the property of Brüel & Kjær.
  - 5.1.5.** Provide hand-tools and basic test equipment for its visiting representatives, such equipment shall remain the property of Brüel & Kjær.
  - 5.1.6.** Provide factory calibration services for Equipment specified under calibration in this Service Agreement.
  - 5.1.7.** Supply materials in support of this Service Agreement. Payment for such materials shall be as specified within the terms of this Service Agreement.
  - 5.1.8.** Demonstrate the performance of the system in accordance with standard Brüel & Kjær procedures and obtain a signature of acceptance from the Customer.
  - 5.1.9.** Modify the Equipment at Brüel & Kjær's discretion and at the convenience of the Customer to improve reliability and/or performance in accordance with Brüel & Kjær modification.

cation standards.

**5.1.10.** Ensure that Customer's technical problems are dealt with in a timely manner.

## 6. CUSTOMER RESPONSIBILITIES

**6.1.** The Customer shall:

**6.1.1.** Permit only qualified and trained personnel to use the Equipment and shall ensure that the Equipment is used in accordance with Brüel & Kjær's operating instructions.

**6.1.2.** Maintain environmental conditions and equipment services in accordance with the standards recommended by Brüel & Kjær.

**6.1.3.** During the period of this Service Agreement not permit any person other than Brüel & Kjær's personnel (or its authorized sub-contractor) to adjust, repair, modify or move the Equipment without prior notification to and with express agreement from Brüel & Kjær.

**6.1.4.** Notify Brüel & Kjær immediately if the Equipment is malfunctioning and provide a full description of the problem in writing.

**6.1.5.** Provide full, free, and uninterrupted access to telephones, communication facilities and Equipment and provide adequate working space and facilities, including heat, light, ventilation, and electric current in which to perform service for Brüel & Kjær's representative at no charge to Brüel & Kjær.

**6.1.6.** If reasonable access is not provided, the Customer shall be invoiced for the time the Brüel & Kjær representative is denied access to the Equipment.

**6.1.7.** Prior to any visit by Brüel & Kjær personnel the Customer shall remove or make safe any auxiliary equipment not manufactured or supplied by Brüel & Kjær that is fixed or positioned near the Equipment. Brüel & Kjær shall not be responsible for any accidental damage where the Customer has failed to remove or protect such equipment.

**6.1.8.** Provide access to and allow use of all documents supplied by Brüel & Kjær and any other data or documents which in the opinion of Brüel & Kjær's representative relate to maintenance information.

**6.1.9.** Comply with the terms of all applicable health and safety regulations and any other statutory regulations governing the use of the Equipment and to accompany Brüel & Kjær's representative whilst on site and advise on matters relating to safety whilst on the premises.

**6.1.10.** Maintain a library of software associated with the Equipment such that corrupted software can be replaced. Before the Equipment is serviced, it is the Customer's obligation to back up, remove, protect, and restore, as applicable, programs, data, and removable storage media contained in the Equipment.

**6.1.11.** Return Equipment for factory calibration at the Customer's expense including insurance against loss or damage. The time of such returns to be agreed between the parties.

**6.1.12.** Provide a minimum of one month's notice for the Preventive Maintenance Visit, the date to be agreed by both parties.

**6.1.13.** Make available site equipment such as test instrumentation and lifting equipment that Brüel & Kjær considers necessary for completion of maintenance and testing.

**6.1.14.** Provide free and easy access for Brüel & Kjær's visiting representative and where necessary obtain security passes or clearances.

**6.1.15.** Accept the completion of emergency repairs to enable the Equipment to be returned to operational use, in agreement with Brüel & Kjær.

**6.1.16.** Indemnify and defend Brüel & Kjær in respect of any claims by any party arising from Brüel & Kjær performing any work in accordance with instructions given by any of the Customer's personnel.

## 7. SPECIFIC EXCEPTIONS

**7.1.** Brüel & Kjær's service and warranty obligations are solely those expressly described in this Service Agreement.

**7.2.** Brüel & Kjær will not provide maintenance services, replacement parts, or cover damages or be liable for loss or damages arising from

**7.2.1.** Defects that have occurred as a result of changes made to the Brüel & Kjær Equipment by anyone other than Brüel & Kjær

**7.2.2.** Defects caused by the Customer's or 3rd party hardware, software, operating system, modem, etc.

**7.2.3.** Remedial action resulting from an error in the Customer's installation or resulting from the Customer not having complied with Brüel & Kjær's documentation material, manuals or other written or oral instructions and directions

**7.2.4.** Recovery of data or other support due to any cause external to the Brüel & Kjær Equipment

**7.2.5.** Any delay in repairing

**7.2.6.** Attempts to repair or service the Brüel & Kjær Equipment made by parties other than Brüel & Kjær

**7.2.7.** Use of special attachments or devices not provided by Brüel & Kjær in connection with the Equipment

**7.2.8.** Repairs associated with misuse, fire, accidental damage, flood, neglect, power failure or power surges, environmental control system failure, water damage, transportation or any cause other than normal usage.

**7.2.9.** Use or misuse of the Brüel & Kjær Equipment with any application or function for which they have not been designed

**7.3.** Brüel & Kjær shall have no obligation

**7.3.1.** to repair, replace or perform maintenance of accessories, attachments, supplies, machines, or other devices not delivered by Brüel & Kjær or of electrical work external to the Brüel & Kjær Equipment;

**7.3.2.** to paint or re-furbish the Equipment;

**7.3.3.** to move, dismantle or re-install the Equipment.

## 8. APPLICABLE TERMS

**8.1.** This Service Agreement shall be subject to Brüel & Kjær's Standard Terms and Conditions of Sale and Supply. In the event of inconsistency these Terms and Conditions for Service shall take precedence.

## 9. REFERENCES

**9.1.** These Terms and the applicable Terms and Conditions for Sale and Supply are available on [www.bksv.com](http://www.bksv.com) or by contacting the local Brüel & Kjær office.

[www.bksv.com](http://www.bksv.com)