

WATERS SUPPORT PLAN (The PLAN) TERMS AND CONDITIONS

1. **Entitlement of Purchaser under Plan** - This Plan entitles the purchaser of the Plan (Purchaser) (as described on the attached Waters Support Plan Quotation) (Quotation) to certain services of and by Waters Australia Pty Limited (Waters) in connection with the equipment described on the Quotation (Equipment), in accordance with these terms and conditions.
2. **Period of Quotation** - The total price quoted by Waters for the Plan (as indicated in the Quotation) is valid until the date described (in the Quotation) as the Quotation Expiration Date unless, Waters expressly extends this period in writing on the Quotation (each, the Quotation Expiration Date). The Quotation may be cancelled or terminated by written notice from Waters prior to the Quotation Expiration Date. Any acceptance by the Purchaser of the Quotation is subject to acceptance by Waters. If the Purchaser accepts the Quotation and these terms and conditions, the Purchaser will send an order for the Plan to Waters. Waters will then notify the Purchaser in writing by sending the Purchaser an invoice (Invoice) for payment of the fee for the Plan (as indicated on Quotation) (Fee) whether it has accepted the Purchaser's acceptance of the Quotation (Waters Acceptance).
3. **GST** - Any GST (that is, any goods and services tax as imposed by A New Tax System (Goods and Services Tax) Act 1999, or, if that Act does not exist for any reason, any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act) payable in connection with the Plan and the provision of services by Waters under the Plan will be paid for and reimbursed by the Purchaser.
4. **Terms of Payment**
 - (a) If the Purchaser accepts the Quotation and these terms and conditions for the Plan, payment of the Fee must be received by Waters within 30 days from the date of the Invoice. Any delay by the Purchaser in paying the Fee by this date will not operate to extend the term of the Plan (Term) if Waters nevertheless accepts the Purchaser's late acceptance.
 - (b) The Fee is non-refundable and non-transferable after the commencement of the Term. Prior to the commencement of the Term, a refund may be considered if it is proven to the satisfaction of Waters that the Equipment has been stolen or damaged beyond repair. Any refund will be less Waters' administration expenses.
5. The Term of this Contract shall commence on the date described in the Quotation as the Contract Start date and shall continue until the date described in the Quotation as the Contract End date (the "Initial Term"). Following the Initial Term, the term of Plan shall automatically renew for an additional, successive one (1) year term unless either party provides written notice of non-renewal to the other party no later than [45] days before the end of the current term (each, a "Renewal Term" and together with the Initial Term, the "Term"). These terms and conditions of service shall continue to apply during any Renewal Term. The price for a Renewal term shall be provided to the customer no later than [90] days prior to the expiration of the then-current Term. If Waters does not provide notice of the renewal prior to expiration of the current Term, the price of the next year's Renewal Term shall be [3] % above the price of the current year in the Term."
6. **Inspection and Certification**
 - (a) Prior to the Waters Acceptance, Waters may, at its option, inspect the Equipment and certify that the Equipment is functioning normally and properly. Without limitation, Waters will need to ensure that the Equipment (and any intellectual property used with the Equipment) meets certain performance standards and is operated in an environment and system configuration acceptable to Waters.
 - (b) Anything that needs to be done to the Equipment which is deemed necessary by Waters to ensure the Equipment satisfies paragraph (a) (Upgrading Services) is not covered by the Plan. Any costs associated with such Upgrading Services (Upgrading Costs) must be authorized by the Purchaser and paid in full by the Purchaser, prior to the commencement of the Term. If the Purchaser wishes for Waters to arrange for such Upgrading Services, the associated Upgrading Costs will be invoiced by Waters to the Purchaser (in addition to the Fee), and must be paid for by the Purchaser, prior to the commencement of the Term.
 - (c) Any equipment of the Purchaser still covered by Waters standard product warranty (which is issued at the time of purchase of the equipment from Waters) may also be covered by this Plan (subject to these terms and conditions) without the need for the inspection and certification contemplated by paragraph (a).
7. **Service, replacement, or repair**
 - (a) If there should be any defect in the materials or workmanship of any parts of the Equipment under normal and proper use and reasonable care (as determined by Waters in its discretion) within Australia during the Term, Waters or an authorized Waters Service Representative will repair, service or replace such parts of the Equipment Repair Services. Waters may use one or more of the following options as part of the Repair Services:
 - (i) send a Waters Service Representative to the Purchaser's premises.
 - (ii) arrange for the Repair Services to be conducted at a Waters repair facility; or
 - (iii) deliver replacement components or parts to the Purchaser, with instructions for installation of the components or parts by the Purchaser.
 - (b) Under the Plan, the servicing, repair or replacement of any parts or components will be at the option of Waters or the Waters Service Representative. Waters will not be responsible for failure to fulfill its obligations under the Plan due to any cause beyond its control.
 - (c) In providing any Repair Services under the Plan, Waters may, at its option, use parts or components that are commonly known as reconditioned parts or components. These are parts and components which have been re-manufactured by Waters to meet current hardware and firmware revisions as well as the product quality and performance testing requirements for new products of the same type.
 - (d) Waters may, while performing Repair Services on or for the Equipment, replace outdated parts or components with updated or current parts or components of the same type. In this case, Waters does not guarantee, and is not responsible for, the continued availability or unavailability of any outdated parts or components. (e) If a Repair Service under this Plan becomes necessary during the Term, the Purchaser should telephone Waters, which will, if it considers it is necessary, provide the contact details for the nearest Waters Service Representative. In order to obtain the benefit of the Repair Services under this Plan, Waters may request the Purchaser to produce the Invoice issued by Waters as part of Waters Acceptance.
8. **Warranty**
 - (a) The Repair Services offered under the Plan are in addition to all other conditions, warranties, guarantees, rights and remedies expressed or implied by the Trade Practices Act 1974 and similar consumer and protection provisions contained in legislation of the Australian States and Territories (collectively, the TPA), and nothing contained in these terms and conditions will restrict or modify those rights or remedies.
 - (b) Apart from the warranties expressly made in these terms and conditions, and those warranties and conditions implied by the TPA which are incapable of exclusion, restriction or modification, Waters makes no other warranties or representations in relation to the Equipment, Repair Services or otherwise. All warranties and conditions implied by law which are capable of exclusion are excluded.
 - (c) Where conditions or warranties are implied by the TPA in respect of the supply of services and the services supplied by Waters are of a kind not ordinarily acquired for personal, domestic or household use or consumption, then, subject to Section 68A(2) of the Trade Practices Act 1974 (and any equivalent Australian State or Territory provision), the liability of Waters for breach of any such condition or warranty shall be limited to the supply of the Repair Services again.
 - (d) If the Purchaser makes any claim, however arising, against Waters in respect of these terms and conditions or any matter related to the provision of the Repair Services to the Purchaser by Waters, and the claim is not based on breach of a condition or warranty implied by the TPA, Waters shall not be liable for:
 - (i) an amount greater than the Fee;
 - (ii) any special, consequential, economic, incidental or other loss or damage (including, without limitation, loss of profits); and
 - (iii) any loss arising from the negligence or any other tort on the part of Waters, its employees, agents, contractors or representatives.

- 09. Delays** - Waters will use reasonable efforts to provide prompt Repair Services, but without limitation to the other terms and conditions of the Plan, will not be liable for any loss or damage resulting from delays in rendering any Repair Services, or delays in the delivery or shipment of any replacement parts or components.
- 10. Exclusions**
- (a) The Repair Services will only be provided by Waters if the Equipment has been properly installed and used in accordance with Waters or the manufacturers recommendations under normal and proper use and reasonable care (in the opinion of Waters) within Australia.
- (b) The Plan does not cover defects, damage, malfunction, or failure resulting from any one or more of the following (without limitation):
- (i) fair wear and tear;
 - (ii) faulty, improper or incorrect installation or use;
 - (iii) use on incorrect voltages;
 - (iv) accident, misuse, neglect or abuse;
 - (v) where the Equipment has been altered or damaged as a result of additions or changes made by the Purchaser or others, or where the Equipment has been damaged due to the use of operating supplies or any parts, components or intellectual property which do not conform to Waters specifications or which cannot be correctly or properly used with the Equipment (as determined by Waters in its discretion), or tampering by unauthorized persons or if the Equipment has been repaired by persons other than Waters or an authorized Waters Service Representative;
 - (vi) misadjustment of controls;
 - (vii) mains or power supply problems;
 - (viii) thunderstorm activity;
 - (ix) infestation by insects or vermin;
 - (x) failure of the Purchaser to observe recommended precautions noted in the operating instructions, or where the Equipment has been damaged due to the Purchaser's failure to perform standard operating procedures and routine maintenance, including the replacement of common replacement parts and supplies, as indicated in Waters published literature and manuals;
 - (xi) exposure to abnormally corrosive conditions, or where the Equipment has been damaged due to decomposition resulting from chemical action, environmental or operating conditions;
 - (xii) allowing any foreign object or matter to enter the equipment; and
 - (xiii) where the Equipment has been damaged due to the transfer of the Equipment by the Purchaser from the address notified on the Quotation (Designated Address) without supervision by Waters.
- (c) Any Repair Services performed for or on the Equipment as a result of anything contemplated by paragraph (b) is not covered under the Plan and is the responsibility of, and must be paid for by, the Purchaser. If the Purchaser requires Waters to perform any such Repair Services in these circumstances, the costs arising from and in connection with such Repair Services will be paid for by, and the responsibility of, the Purchaser.
- (d) Waters accepts no liability for, and is not responsible or liable for, any special, consequential, economic, incidental or other loss or damage caused to or by the Equipment or any malfunctions resulting from the use of parts, components or accessories which in the opinion of Waters are defective or incompatible with the Equipment (such as without limitation equipment downtime, lost profits or lost data).
- 11. Additions to Equipment** - The Purchaser may, subject to the written approval of Waters (which approval may be provided if the Purchaser pays to Waters a reasonable amount in relation to such additional equipment), add to the Equipment described on the Quotation so that such added equipment (Additional Equipment) will only be covered by the Plan for the duration of the Term.
- 12. Relocation of Equipment** - The Purchaser shall give Waters 30 days prior written notice of any intention to move the Equipment from the Designated Address, if the Equipment is to remain covered by the Plan. Waters will advise the Purchaser in writing whether the Equipment will continue to be covered by the Plan as a result of any such relocation, and what effect the new location will have on any Repair Services that may be required under the Plan. The Purchaser shall be responsible for any loss or damage caused to the Equipment during any move or relocation.
- 13. Cancellation**
- (a) The Plan may be cancelled or terminated upon 30 days written notice by Waters or the Purchaser. Cancellation or termination by the Purchaser will incur a charge equal to 15% of the Fee, plus parts and labor used during the contract as documented by Waters Field Service Reports, which will be offset against the prorated amount of the Fee to be refunded to the Purchaser, having regard to the unexpired portion of the Term.
- (b) Without limitation to paragraph (a), Waters is entitled to terminate this Plan immediately by written notice to the Purchaser in the event that in the opinion of Waters the Equipment is being incorrectly or improperly used, or is being used for purposes other than was originally designed, in which case Waters will pay a refund for the unexpired portion of the Term less any administration expenses plus parts and labor used during the contract as documented by Waters Field Service Reports.
- 14. Compliance** - The Purchaser shall provide to Waters such documentation and access to its premises as Waters may request from time to time in order to verify the Purchaser's compliance with the provisions of these terms and conditions.
- 15. Purchaser's co-operation** - The Purchaser agrees, at its expense, to do everything necessary or desirable to assist Waters in fulfilling Waters obligations under this Plan, including, without limitation, by providing documentation of problems and test data. Waters shall have no obligation to provide any Repair Services or other services if the Purchaser fails to reasonably co-operate with Waters.
- 16. Service contract** - These terms and conditions constitute a service contract and not a product warranty for the Equipment. The Purchaser will need to separately refer to its product warranty from Waters or the manufacturer if it wishes to make any claim under such product warranty.
- 17. Force majeure** Waters shall have no liability for failure to perform, or delay in performance, in the delivery of any and all equipment manufactured or sold by Waters including instruments, supplies, components, systems, chemistry, accessories, replacement spare parts, or any and all services provided by Waters, caused by circumstances beyond its reasonable control including, but not limited to, acts of God, acts of nature, floods, fire, explosions, war or military mobilization, United States governmental action or inaction, request of governmental authority, delays of any kind in transportation or inability to obtain material or equipment, acts of other governments, strikes or labor disturbances.
- 18. Assignment** - The rights and obligations of the Purchaser under this Plan are personal. They cannot be assigned, changed or otherwise dealt with, and the Purchaser shall not attempt or purport to do so, without the prior written consent of Waters.
- 19. Governing Law** - These terms and conditions are governed by the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.
- 20. No waiver** No failure by Waters to exercise and no delay by Waters in exercising any right, power or remedy under these terms and conditions will operate as a waiver. Nor will any single or partial exercise by Waters of any right, power or remedy preclude any other or further exercise by Waters of that or any other right, power or remedy.
- 21. Entire agreement** - These terms and conditions and the Quotation contain the entire agreement of Waters and the Purchaser with respect to their subject matter. They set out the only conduct relied on by Waters and the Purchaser and supersede all earlier conduct by Waters and the Purchaser with respect to their subject matter.