

Waters Global Services® - Service Delivery

TERMS & CONDITIONS of SERVICE DELIVERY by TA Instruments - a division of Waters.

1. These Terms and Conditions of Service Delivery apply to the provision of maintenance and repair service for products supplied by Ta Instruments - a division of Water.
2. For products out of Warranty, but covered under a Service Plan Agreement (the "Plan") please refer to the applicable "Statement of Coverage" provided with your Plan for details of cover.
3. Labour, parts, services and Plan prices can be supplied on request.
4. Receipt of a valid Purchase Order shall be deemed an acceptance of the Plan Quotation, Terms and Conditions and all relevant Statements of Coverage.
5. The Plan contract between TA Instruments - a division of Waters and the purchaser shall commence from the start date of the quotation on receipt of a valid Purchase Order. If no start date is specified then the contract shall be deemed to start on the date of receipt of the valid Purchase Order.
6. Any non-standard, additional, supplementary or special agreements pertaining to the Plan pricing or deliverables must be detailed in writing and signed by both parties.
7. The work specified under Warranty, Plan or Demand Service will be carried out by a qualified technician trained at our facilities on TA Instruments equipment.
8. Plan agreements are for the fixed term as stated on the Plan Document. Cancelled plans will not be eligible for refund or credit.
9. The charges quoted on the Plan Document are subject to written notice of change based on possible increases in operational costs.
10. All Plan fees are billed in full at the start of the Plan period. Any alternative arrangements must be agreed in writing by both parties before commencement of the plan. Payment terms are net 30 days on receipt of invoice.
11. Normal business hours for Waters are Monday to Friday 9.00 am to 5.00 pm.
12. Waters shall be relieved of its obligations if any instrument is damaged through accident, misuse, theft, fire, water, neglect, servicing by a third party or use of non-Waters spares. Any services occasioned by misuse will be charged at the Company's prevailing rates.
13. Any specification changes will be charged at the Company's prevailing rates.
14. VAT will be charged at the ruling rate unless a valid exemption certificate is provided in advance.
15. Waters warrants that it will use reasonable care and skill in the provision of maintenance services.
16. In no circumstances shall Waters be liable for loss of profits, business, revenue, goodwill or anticipated savings or for special, indirect or consequential loss even if Waters has been advised of the possibility of such losses, or for any claims made against the customer by any other person.