## **Commissioning/Service Contract Agreement**



## 1. Scope of Services:

Service Provider agrees to dispatch a qualified technician to Customer's location to perform the following services:

- **a.** Commissioning: The technician will ensure the proper installation and setup of the SWG100 Analyzer, including any necessary systems integration, to enable its optimal functioning. This includes conducting a comprehensive assessment of the site, verifying the compatibility of existing systems, and configuring the Equipment to meet the specific requirements of the Customer's operations.
- **b.** Training: The technician will provide comprehensive training to the designated personnel at Customer's site. This training will cover the operation, maintenance, and troubleshooting procedures necessary for the efficient and safe use of the Equipment. The training sessions will be tailored to the Customer's specific needs, ensuring that the personnel gain a thorough understanding of the Equipment's features and capabilities. The technician will also address any questions or concerns raised by the personnel to ensure their confidence and competence in operating the Equipment. The Customer acknowledges that only personnel deemed responsible and authorized by the Customer shall be trained in the operations of the analyzer. The Service Provider assumes no liability for any misuse or unauthorized operation of the Equipment by personnel not designated as responsible by the Customer. It is the Customer's responsibility to ensure that only trained and responsible personnel operate the analyzer.
- **c.** Operation Advisory: In addition to commissioning and training, the technician will provide expert advice and guidance to the Customer's personnel on best practices for utilizing the Equipment and optimizing its performance. This includes sharing insights on system integration strategies, data analysis techniques, and recommended maintenance schedules. The technician will work closely with the Customer's team to identify potential operational improvements and suggest ways to maximize the benefits of the SWG100 Analyzer within the existing workflow.
- **d.** On-Site Calibration Services: Upon prior communication and arrangement, the technician is available to provide on-site calibration services for the SWG100 Analyzer. For the calibration to be conducted, the Customer shall ensure that proper calibration gas, sourced from a certified supplier or provided by the Service Provider, is available on-site. The calibration process will be performed in accordance with industry standards and guidelines to ensure the accuracy and reliability of the Equipment's measurements.



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## 2. Customer Responsibilities:

- **a.** Power Availability: Prior to scheduling the service date, it is the Customer's responsibility to ensure that adequate power is available and running to the SWG100 Analyzer. The Customer shall make all necessary arrangements to have a reliable power supply in place to facilitate the commissioning and training activities.
- **b.** Booking Notice: Normal service bookings should be made at least four (4) weeks in advance to allow for proper scheduling and resource allocation. If a service request is made with less than four (4) weeks' notice, an expedited service fee will be applied to cover the additional expenses associated with the last-minute trip. The Customer is encouraged to plan and communicate their service requirements in a timely manner to avoid any scheduling conflicts. Availability for scheduling by the Service Provider shall be contingent on the completion of the requirement set for the Customer in Section 2a of this Service Agreement.
- **c.** Service Trip Rescheduling: If the service trip is not utilized for the Commissioning or service of the analyzer at the time of the recommended yearly Service and Calibration, the Customer may request to utilize the expenses already incurred for a later service trip. However, such credit will be subject to any updated pricing or service fees provided by the Service Provider at the time of rescheduling. The Service Provider will make reasonable efforts to accommodate the rescheduled service trip based on availability and mutual agreement.
- **d.** Additional Insurance Coverage: If the Customer requests additional insurance coverage for the technician during the service trip, the Service Provider may provide such coverage at an additional cost. The Customer shall bear the expense of the additional insurance coverage, and it may result in minor to major delays in scheduling the service trip. The extent and availability of additional insurance coverage will be determined by the Service Provider in consultation with the Customer.



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#### 3. Terms and Conditions:

- **a.** Warranty: The Service Provider warrants that the services rendered will be performed in a professional and workmanlike manner. However, the Service Provider does not assume any liability for damages or malfunctions resulting from improper handling or use of the Equipment by the Customer or its personnel. It is the Customer's responsibility to ensure the proper and safe operation of the Equipment after the completion of the services.
- **b.** Confidentiality: Both parties agree to treat all proprietary and confidential information disclosed during the provision of services as strictly confidential and to use it solely for the purpose of fulfilling this Agreement. The Customer acknowledges that any technical information, trade secrets, or other proprietary data shared by the Service Provider shall remain the exclusive property of the Service Provider.
- **c.** Termination: Either party may terminate this Agreement with written notice if the other party fails to comply with any material provision of this Agreement and does not cure such breach within thirty (30) days of receiving written notice specifying the breach. In the event of termination, the Customer shall be liable for all services rendered up to the termination date and any associated costs incurred by the Service Provider.

