



**Surface Analysis  
Service Contract Quotation  
for  
BRNO UNIVERSITY OF TECHNOLOGY**

**KRATOS ANALYTICAL CUSTOMER  
SUPPORT GROUP**

Contract number 008072/2022/00



## **SERVICE CONTRACT SCHEME**

**THIS AGREEMENT** is made between Kratos Analytical Ltd whose Registered Office is at Wharfside, Trafford Wharf Road, Manchester (hereinafter called "the Company") on the one part and the customer (hereinafter called "the User") on the other part.

### **WHEREAS:**

- 1) The document entitled "Service Contract Scheme" shall hereinafter be called "the Schedule"
- 2) The User is the user of the equipment specified in the Schedule hereto (hereinafter called "the Equipment") supplied by the Company.
- 3) The User is desirous that the Company should provide a service sufficient to maintain the Equipment.

### **NOW THEREFORE IT IS AGREED:**

- 1) The Company hereby undertakes to provide or procure the provision of a service for the maintenance of the Equipment in accordance with the terms and conditions contained in the Schedule, the service to be carried out between the hours of 8:30 a.m. and 5:00 p.m. Mondays to Fridays but excluding any National Holidays and a one hour lunch break. In the case of an emergency visit the Company will endeavour to respond within a reasonable time.
- 2) The Company undertakes that on each visit its Service Engineer will to the User's reasonable satisfaction:-
  - i) Thoroughly test and carry out any adjustments to the Equipment which may be necessary for the efficient operation thereof provided such adjustments can be carried out without the removal of the Equipment from the User's premises.
  - ii) Replace or repair such materials or parts as may be found to be defective, provided such replacement or repair can be carried out without the removal of the Equipment from the User's premises. The terms of such replacement or repair are set out in the Schedule . All materials and parts replaced by the Company shall forthwith become its property.
- 3) If it should become necessary in the opinion of the Service Engineer to remove any part of the Equipment from the User's premises for adjustment or repair the adjustment or repair will be charged for as stated in the Schedule. If in the reasonable opinion of the Company. any item of Equipment cannot be overhauled to a maintainable condition, the Company reserves the right to exclude that item from the agreement. The User may receive a reduction in the maintenance charges with respect to the item removed.
- 4) It is a condition of this Agreement that the User shall:-
  - i) Ensure that the Equipment is used in a proper manner and in all respects in accordance with the instructions of the Company contained in its book of instructions as supplied with the Equipment, or in the case of items of the Equipment not manufactured by the Company in accordance with the instructions of the manufacturer(s) thereof.
  - ii) Keep complete records of normal maintenance carried out by his own staff in accordance with Clause 4(i) and make such records available to the Company's Service Engineer as may be required by him. iii) Ensure that all ancillary equipment not covered by this Agreement but necessary for the efficient operation of the Equipment is functioning properly.
  - iv) On completion of the servicing at each visit sign the Service Engineer's Work Sheet, which shall be deemed to constitute acceptance that the servicing has been carried out to the User's reasonable satisfaction.
  - v) Not carry out or permit to be carried out any work on the Equipment (other than in accordance with Clause 4(ii) hereof) without authorisation by the Company in writing.
- 5) In consideration of the visits to be made by the Service Engineer under Clause 1 hereof, the User will pay to the Company the annual sum mentioned in the quotation. This sum will be payable annually in advance on a net cash basis within 30 days from date of invoice. Without prejudice to any other rights it may have, the Company is entitled to charge interest at 2% above the then Current Base Rate of Mitsubishi Bank Ltd on overdue payments of any sums payable to the Company pursuant to this Agreement.

6) **NOTWITHSTANDING** the maintenance service provided for under this Agreement. The Company gives no guarantee express or implied against a breakdown of the Equipment due to failure of any component part or parts.

7) The Company shall be under no obligation or liability whatsoever:-

i) In respect of the consequences of any failure or breakdown of or in the Equipment which arises directly or indirectly from a defect in, or state of the Equipment which could not reasonably be detected by normal routine inspection and test by the Company's Service Engineer, and in particular (but without prejudice to the generality to the foregoing stipulation) the Company's Service Engineer shall not be bound on any periodical inspection to dismantle the Equipment or any part thereof in order to detect any defect which shall not then have manifested itself.

ii) To inspect, maintain, or repair any electrical wiring fitting, equipment or other part of the electrical power supply (whether installed by the user or by any electrical supply undertaking) not forming part of the Equipment for any failure breakdown, or damage of, in or to the Equipment or any part thereof which shall be due. whether directly or indirectly to defects in such wiring, fitting, equipment or other part of the said power supply, or to any irregularity or variation of voltage or otherwise in the said supply

iii) To inspect, maintain or repair any water pipe fitting, equipment or any part of the water supply (whether installed by the User or by a Water company) not forming part of the Equipment or any part thereof which shall be due directly or indirectly to a defect in such pipework, fitting, equipment, or any other part of the said water supply, or to any irregularity or variation of pressure, or otherwise, in the said supply.

iv) In respect of equipment found to have been damaged by the User.

v) In respect of any failure of or breakdown in the electrical power supply.

vi) In respect of any failure of the water supply.

8) Save as provided in Clause 10, the Company shall not be under any liability in respect of any defects in the Equipment serviced, or for any injury, damage or loss of any kind attributable to such defects.

9) The User shall provide all facilities required by the Company (Electricity. Water, etc.) which are necessary for the Company to perform the work specified in the Schedule .

10) The Company undertakes to indemnify the User against direct damage or injury to the User's property or person, or to that of others occurring during the currency of this Agreement to the extent directly caused by the negligence of the Company or its Sub-contractors or Agents, but not otherwise by making good such damage or compensating personal injury provided that:-

i) The Company's total liability for damage to any property whatsoever shall not exceed £5,000,000.

ii) The Company shall not be liable to the User for any loss of profit or of contracts, or save as aforesaid, for any loss, damage or injury of any kind whatsoever.

11) The Company shall be entitled to delay or cancel performance of any of the maintenance services hereunder if it is prevented from or hindered in or delayed in performing the same through any circumstances beyond its control including but not limited to strikes, lock-outs, accidents, war, fire, reduction or unavailability of power.

12) The Company may sub-contract the whole or any part of the performance of maintenance services hereunder in respect of any item of the Equipment.

13) The Company shall have the right to terminate this Agreement forthwith (without prejudice to any other rights of the Company) in the event of one or more of the following:-

i) if the User shall be in breach of any of its obligations hereunder.

ii) if the User (or in the case of a firm. any partner therein) shall become bankrupt or shall make any arrangement or composition with his/its creditors or shall suffer execution being levied on any of his/its assets or property.

iii) if the User shall go into liquidation (whether compulsory or voluntary) or if a Receiver shall be appointed of the whole or any part of the User's property or assets.

14) The Company shall inform the User of the renewal price of the Contract at least 90 days in advance of the renewal date. The contract shall be automatically renewed unless the user gives the company at least 30 days notice of non-renewal of the instrument contract and at least 90 days notice of non-renewal of sub-contracted items.

15) This Agreement shall in all respects be construed and operated as an English Agreement and in conformity with English law and the Company and the User agree to submit to the non-exclusive jurisdiction of the English Courts.

Signed on behalf of the User:

Signed on behalf of the Company:

Name: prof. Ing. Radimír Vrba, CSc.

Position: Director of CEITEC BUT

Date:

Name:

Position: Customer Support Manager

Date: