



Culex[®] Automated Pharmacology Systems
Preventative Service/Maintenance Contract

UPDATE: 1 SEPTEMBER 2005

AUTOMATED PHARMACOLOGY SYSTEMS - PAGE 1

Validity of this Contract: ___/___/200_ through ___/___/200_

1 BUYER

Company: _____

Department: _____

Address: _____

City: _____ State/Province: _____

Country: _____ Postal Code: _____

Fax: _____

Principal User, Name (1): _____

Email for Principal User (1): _____ @ _____

Telephone for Principal User (1): _____

Other User, Name (2): _____

Email for User (2): _____ @ _____

Telephone for User (2): _____

Other User, Name (3): _____

Email for User (3): _____ @ _____

Telephone for User (3): _____

Contract Manager, Name (4): _____

Email for Contract Manager (4): _____ @ _____

Telephone for Manager (4): _____



Culex[®] Automated Pharmacology Systems Preventative Service/Maintenance Contract

UPDATE: 1 SEPTEMBER 2005

AUTOMATED PHARMACOLOGY SYSTEMS - PAGE 2

2 ELIGIBLE PRODUCTS

System Description:

No. of Culex Animal Stations: _____

Accessories: (✓ = installed options)

- Empis Automated Drug Infusion System
- Additional Fraction Collector
- Microdialysis Cage (round-bottomed bowl)
- Metabolic Cage
- Mouse Metabolic Cage
- Rearing Option
- Post-run Behavioral Software (AAA.exe)
- Other: _____

Below, please list the serial numbers of each component module on your system to be covered by this contract:

HoneyComb-CX Refrigerated Fraction Collector:

Return Controller:

Return Turntable Base:

Culex Controller:

Notebook Computer:

Empis Automated Drug Infusion Option:

Other:



3 REPAIR AND MAINTENANCE COVERAGE PROVIDED

This agreement between Bioanalytical Systems Inc. (BASi) and the listed Buyer constitutes services and materials to be supplied by BASi for the purpose of maintaining and repairing one or more animal stations on Culex Automated Blood Samplers (Culex ABS). BASi shall be responsible for the expenses of (1) replacement parts, (2) labor, (3) shipping from BASi to the Buyer, and (4) travel expenses of BASi personnel, except for those exclusions and consumables listed below. BASi, in consultation with the Buyer, may elect to (a) send a replacement unit and subsequently have the covered instrument returned to the BASi facility or (b) send a certified service representative to the Buyer's location. Transportation of covered equipment from a BASi facility via United Parcel Service (UPS ground) or our preferred International transport service, or travel expenses of a BASi representative shall be borne by BASi. Special shipping via next day air or international courier service shall be the responsibility of the user.

When the covered instrument is a standard Culex ABS usually consisting of at least 4 stations, or four complete Culex Bambino systems, an annual visit by a qualified BASi service technician will occur as scheduled with the user for the purpose of inspecting, cleaning, recalibrating, testing, repairing worn parts and installing any applicable upgrades. When the covered instruments fall below the minimum of 4 complete animal stations, annual inspection and recalibration will be handled by either (1) return/exchange of the component instruments to the BASi service depot at a time convenient for the end user or (2) visit by a BASi service technician for a supplemental fee covering time and travel expenses. On-site service visits under this agreement will be made during normal business hours at the Buyer's location.

4 SOFTWARE UPGRADES AND NEW FEATURES

During the course of the contract period, software upgrades may become available for the covered instruments. Clients covered by a current service and maintenance contract will be eligible for these software upgrades at no additional fee. Internal software upgrades (embedded code) located on computer chips inside the instruments will be installed at the time of the next scheduled maintenance visit by a BASi technician. User interface upgrades (software installed on the laptop computer) will be sent to the user. Training on the new software will be provided in the form of tutorials on the Culex User's Forum, or in person by a trained representative, at the option of BASi.

During the course of the contract period, new features may become available which were not available at the time the instruments were originally sold. New features are not covered by the Service and Maintenance Contract and BASi is under no obligation to provide them. However, clients covered by this contract may be extended a limited time offer to take advantage of preferential pricing on such new features, at the discretion of BASi, since clients covered by this contract are considered by BASi to be a privileged class of customer.

5 RESPONSIBILITY OF BUYER

Under the terms of this contract, at our option, BASi may ship a replacement unit to the Buyer prior to receiving the damaged unit back. This arrangement ensures that the Buyer receives a working unit as soon as possible and also has the means to safely ship the damaged part back to BASi. The Buyer is responsible for the following:

- a. **Instruments used with radioisotopes must be thoroughly decontaminated** prior to return to BASi unless the system has been used with the Culex waste trapping accessory
- b. Shipping for returned units shall be in the original boxes provided during initial installation, or in the box used to ship the replacement unit.



Culex[®] Automated Pharmacology Systems Preventative Service/Maintenance Contract

UPDATE: 1 SEPTEMBER 2005

AUTOMATED PHARMACOLOGY SYSTEMS - PAGE 4

- c. Buyer will follow the instructions enclosed with the replacement instrument for correctly packing the damaged instrument for return to BASi.
- d. Once, a replacement unit has been received, the Buyer is responsible for returning the damaged unit to BASi in a timely fashion. Units not received within 14 days from the receipt date of the replacement unit may be subject to a service surcharge.
- e. Damage resulting from failure to use the correct box or follow instructions may result in a charge to the Buyer to cover the additional repairs caused by shipping damage.
- f. Buyer will follow the shipping instructions and send the damaged instrument to the address provided.
- g. **Buyer will insure the shipment for the full value noted on the shipping instructions. Failure to insure the shipment, and subsequent loss of the package by the carrier, will be considered the fault of the Buyer who will be billed for the full replacement value of the lost item.**
- h. Buyer must follow normal maintenance procedures as outlined or instructed by BASi.
- i. Failure to follow instructions regarding the use of acceptable chemical cleaning agents, precautions regarding the use of dishwashing machines, or other guidance from BAS may void repair coverage.
- j. Thirty days prior to expiration of the Service/Maintenance contract a notice will be sent to the Buyer concerning renewal of the contract. Failure to renew in a timely manner will result in additional charges for inspection and approval of the covered instruments prior to issuing a new contract.

6 ACCESSORIES PROVIDED BY BASi

During the scheduled installation visit, the following supplies will be installed or left with the client, as applicable to the instruments covered under this agreement.

- a) One package of (3) replacement O-rings for drive wheel for each covered Return interactive cage
- b) One (1) replacement Clincher for each covered Culex Controller
- c) Replacement fraction collector waste tube, as needed

7 CONSUMABLES

The following items, which are consumed during normal operation, or subject to accidental breakage or deformation during washing and other handling, are excluded from the terms of this agreement:

1. Culex sterile tubing set (CX-3000S or CX-4000S)
2. Empis sterile tubing set
3. Culex sterile catheters, extenders, syringes and needles.
4. Wire tether lines and hooks
5. Vials, caps and septa
6. Animal collars
7. Animals
8. Sterile saline, heparin and other reagents
9. Water bottles and their components
10. Plastic cages, including the plastic shell (hinges, hardware and other components are covered)
11. Glass funnels, feces fetchers, i-cups, steel funnels, cage floors

8 EXCLUSIONS

BASi shall not be responsible for repairs and maintenance made necessary by the following acts, conditions or circumstances:



Culex[®] Automated Pharmacology Systems Preventative Service/Maintenance Contract

UPDATE: 1 SEPTEMBER 2005

AUTOMATED PHARMACOLOGY SYSTEMS - PAGE 5

- a) Repairs or alterations to the instrument (including additional software), or installations performed by anyone other than a BASi authorized representative.
- b) Poorly maintained facility, adverse operating conditions or failures by utilities providing power, water, heat, etc.
- c) Re-use of a syringe, tubing set, needle or other disposable component for more than one animal.
- d) Misconnection of cables or test lines on the Culex Controller, HoneyComb-CX or Raturon components.
- e) Failure of the user to turn on the Raturon system after installing an animal.
- f) Failure of the user to turn off the Raturon system when opening a cage containing an animal.
- g) Failure of the user to install lids associated with all styles of cages currently offered by BASi
- h) Use of a cage not produced by BASi for use with the Culex.
- i) Washing of metabolic cages at temperatures exceeding 185°C
- j) Washing of bowl cages by any means other than hand washing
- k) Use of the computer arm and laptop computer as a chair
- l) Moving cart by lifting front of the shelves, resulting in damage to instruments which subsequently fall off cart -- instead of moving cart only by holding upright supports as instructed by BASi
- m) Use of catheters or tubing sets not of BASi manufacture.
- n) Spillage of liquids, salt solutions, cleaning agents, etc. onto or inside instruments during use or storage.
- o) Use of glass containers for saline or physiological solutions which are not properly secured and subsequently drop onto components of the system resulting in damage or breakage.
- p) Decomposition of the instrument or its components due to chemical action not related to normal instrument usage, or use of chemical not specifically recommended by BASi for cleaning
- q) Failure of user to follow setup procedures, or use-and-care procedures outlined in manuals, videos and other instructional materials provided by BASi.
- r) Escape of the animal due to failure to lock the cage door, use cage lid, use appropriate tether in good working condition or overnight operation of Raturon system below recommended maximal speed.
- s) Damage to cables, cords or other system components due to loose animals within the vivarium.
- t) Breakage of items made from glass during washing, cleaning or handling.
- u) Physical damage to the instrument by the buyer, including but not limited to dropping the instrument, dropping materials onto the instrument, breaking connections or displays, connection to an improper source of power, etc.
- v) Damage to the laptop computer by spillage, use of computer arm as a chair, placement of heavy objects on the closed computer, or other misuse of the laptop computer.
- w) Installation of unrelated software, games, or other materials into the laptop computer
- x) Electronic damage due to power surges, lightning, proximity to another device producing power surges, or similar unstable electrical conditions
- y) Any uncontrollable environmental conditions or acts of nature including but not limited to floods, lightning, wind storms, earthquakes, or civil unrest, labor disputes, war and other disasters.
- z) Criminal trespass including but not limited to animal rights activists, terrorists, or criminals.

9 **TERMS**

This contract shall become effective upon receipt by BASi of the annual contract fee quoted and shall continue for one full calendar year. If the invoice for the contract is issued but remains unpaid by the Buyer, BASi reserves the right to withhold services covered under this contract until such time as the payment, and applicable late-payment fees, are received in full. Buyer understands that alteration, attachments, or specification changes made to the covered instruments at the Buyer's request may require a supplemental charge and agrees to pay such charges promptly when due. Buyer also agrees to notify BASi immediately of any instrument malfunction, and either offer a date when the instrument will be available for on-site service, or follow returned instrument procedures posted on the BASi web site for returns: <http://www.bioanalytical.com/service/intro.htm>.



Culex[®] Automated Pharmacology Systems Preventative Service/Maintenance Contract

UPDATE: 1 SEPTEMBER 2005

AUTOMATED PHARMACOLOGY SYSTEMS - PAGE 6

10 NO EXPRESSED WARRANTY

Other than obligations set forth herein, BASI disclaims all warranties, expressed or implied, including any implied warranties of fitness for use or fitness for a particular purpose. BASI shall not be responsible for direct, incidental or consequential damage, including but not limited to, damages arising out of the use or performance of the instruments or the loss of the instruments.

11 BREACH OR DEFAULT

If the Buyer does not pay all charges for this contract promptly when due, BASI may refuse to service the equipment or furnish service on solely on a C.O.D. "Per Call" basis at published rates and with advance payment. The Buyer also agrees to pay BASi costs and expenses of collection, including the maximum attorney's fee permitted by law, on all delinquent charges pertaining to this contract.

12 RETURNING EQUIPMENT TO BASi

After the replacement units are shipped, Buyer is responsible for returning the covered instrument in the package used to ship the replacement instrument within 5 business days, using the CALL TAG provided by BASi, or following the specific instructions provided for international shipments. Failure to return loaned units within the period stated above may result in a charge against the Buyer's account, and refusal of service as outlined above. Loss of the instruments in shipping by failure of Buyer to insure the shipment or use the specified carrier will likewise result in a charge against the Buyer's account for the full replacement value of the lost instrument.

13 MISCELLANEOUS

This agreement shall be governed by and construed according to the laws of the State of Indiana. It constitutes the entire contract between the Buyer and BASi and may not be modified except in writing signed by duly authorized officers of the Buyer and BASi.

14 ACCEPTANCE by BUYER

Quotation Date:

Quotation Expires:

Quote No:

Price:

Quote by:

Contract Expires:

Accepted on behalf of Buyer:

Name (print or type): _____

Signature: _____



Culex[®] Automated Pharmacology Systems
Preventative Service/Maintenance Contract

UPDATE: 1 SEPTEMBER 2005

AUTOMATED PHARMACOLOGY SYSTEMS - PAGE 7

15 ACCEPTANCE by BASi

Date Contract Received at BASI:

Date Payment Received at BASI:

Accepted on behalf of Bioanalytical Systems Inc.

Name (print or type): _____

Signature: _____