



## 5. On-site service

5.1. In case of on-site services the Entrepreneur shall perform the works such as the recognition of defects, reparation, installation, maintenance primary at the office of the Principal.

5.2. The Principal is obliged to provide information about the local security standards in advance if the place of performance is the office of the Principal.

5.3. If the on-site service is provided at the office of the Principal – including guarantee works – the Principal undertakes to participate at its own cost and risk in the following:

- provides all the relevant information and data of the Instrument to the Entrepreneur
- helps with the delivery of the assembly materials, the protection of spare parts and materials against adverse impacts, the cleaning of the spare parts;
- provides the handling possibilities, the necessary devices, heavy tools (e.g. crane) and excipients on demand;
- provides the necessary technical assistance and the operating personnel in proper number and for defined period essential for the works;
- provides the preparation and execution of the installation and the trial run;
- redounds the access to the Instrument, provides the operation of the Instrument;
- provides a place for changing and also for hygienic needs as well as lockable cabinets for the storage of the tools for the specialists of the Entrepreneur;
- redounds the application of the safety conditions and takes care of the placement of the dangerous substance managed on site;
- and provides the consumable energy and any necessary work piece free of charge.

5.4. With the cooperation provided by the Principal the personnel of the Entrepreneur shall be able to commence and finish the works without delay.

5.5. The defined performance deadline shall extend pro rata if the completion of works is hindered beyond the control of the Entrepreneur. The Principal shall bear the potential costs arising from the protraction of the works.

5.6. The Principal shall be responsible for the installation of the Instrument if the Entrepreneur only provides service for the part of it. Before the assembly and installation of the Instrument the Entrepreneur shall be informed about the person being responsible for the operation of the Instrument. The Principal shall be liable for the damages arising from the injury, the disappearance, etc. of the machines, the devices, the tools or the spare parts used by the Entrepreneur on the work site through no fault of his.

5.7. The Entrepreneur shall be liable only and exclusively for the Instrument or the spare part serviced by him and in no case shall be liable for the operation of the whole machine or device and for being free of error.

5.8. The Principal is entitled to order the services of the Entrepreneur with a written remark recorded to the work sheet of the Customer assistance if the Entrepreneur is able to recognize the default while searching on-site and the detected defect is repairable by him.

5.9. If the Entrepreneur is not able to repair the Instrument on site, he shall suggest further instructions to the Principal in writing on the work sheet of the Customer assistance which is considered as a new quotation and the performance of it begins with the explicit acceptance of it by the Principal.

5.10. In the case of on-site services the Principal shall provide a person with proper authorization for the hand-over of the Instrument to represent the Principal. If the Principal fails to pro-

vide this he shall be liable exclusively for all the responsibility stemming from that failure.