

University of California, San Francisco
Departmental Delegation Program
GENERAL TERMS AND CONDITIONS

Scope of services

Service Hours- Services shall be rendered as a minimum on weekdays, exclusive of national, University of California and Contractor holidays, or at other mutually agreed upon times at no additional cost to University of California. Contractor shall provide in advance Contractor's holiday schedule.

Contractor shall schedule preventative service with department in advance at a mutually agreed upon date and time.

Excluded Service Rates - are those charges for labor and travel performed on University of California instrumentation covered by a Contractor Preventative Maintenance Order which are specifically excluded from the preventative maintenance coverage. Examples include replacements resulting from an act of "Force Majeure" improper use, or causes external to the instrumentation such as faulty electrical power, or air conditioning that is beyond the control of Contractor.

Warranty

Contractor shall maintain equipment within standard operating specifications as stated in Manufacturer's published literature and operating manuals.

Warranties for preventative maintenance and reparative service shall be the most favorable quoted to any Federal, State, municipal, or similar institutional account.

All of the service and repairs shall be completed in a substantial and workman-like manner according to standard manufacturer practices.

Terms and Conditions

Purchase orders and order releases issued for preventative or reparative service on this contract not covered by a University of California Systemwide or Campus Agreement shall be governed by the University Terms and Conditions of Appendix A, Supplement 4 only.

ANY DIFFERENT OR ADDITIONAL TERMS CONTAINED IN CONTRACTOR'S PURCHASE ACKNOWLEDGMENT, OR OTHER DOCUMENT, ARE UNACCEPTABLE TO THE UNIVERSITY AND ARE HEREBY REJECTED.

Contractor's performance of service/or shipment of any materials or supplies stipulated in this contract constitutes acceptance of all terms and conditions contained herein and attached hereto.

Termination of Contact

This contract may be terminated by University or Contractor for convenience in whole or in part at any time in accordance with the terms of the attached Appendix. In the event of such termination, both parties agree to provide at least thirty (30) days prior written notice of the effective date of termination and the extent thereof.

If within ten (10) calendar days of receipt of written notice to Contractor from University of Contractor's breach of any term or condition of this contract, Contractor shall fail to remedy such breach, then University may, by prior written notice, terminate this contract in the contract in whole or in part at any time.

The University will be reimbursed for any unused portion of this prepaid service contract if the University or vendor cancel this contract prior to its expiration date.

In addition to other remedies described in the attached Appendix, it should be understood that future contracts with the University may be limited or withheld completely, pending re-establishment of an acceptable record by Contractor.