

## Corrective Service Outside of Contract (A&T): Terms and Conditions

1. The Corrective service covers repairs, troubleshooting, and adjustments required to restore equipment functionality when such work is not included under a Preventative Maintenance or Service Contract.
2. The quoted price for corrective service work is an estimate only. The final cost may vary if the job's complexity requires additional time or resources. NETZSCH reserves the right to charge for additional labour in 30-minute increments as needed to complete the service to professional standards. Customers will be informed in advance if extra work is required.
3. If additional issues are discovered during the service visit that fall outside the scope of the original quoted work:
  - a) NETZSCH will inform the Customer immediately.
  - b) Addressing such issues will be treated as a separate service and may incur additional charges at standard rates or under a separate quotation, subject to Customer approval.
  - c) NETZSCH will provide an estimated duration for the additional work. If the Customer chooses not to proceed during the same visit, any future service to address the issue will be considered a new job and may incur a travel charge for the additional visit.
4. The customer permits the representative of NETZSCH free access to their facilities and is obliged to take care of the necessary safety requirements valid at the customer's facility. The NETZSCH customer service engineer must receive the appropriate safety inductions.
5. For damages caused by NETZSCH personnel NETZSCH will be liable within the terms of the existing personal liability insurance. Subject to the Australian Consumer Law, NETZSCH's liability for service work is limited to the amount paid under this contract and excludes any consequential loss.
6. All work performed will have a 3-month guarantee.
7. Australian (QLD) law covers this contract in the event of any dispute.
8. NETZSCH will handle any personal information collected during service activities in accordance with the Australian Privacy Principles under the Privacy Act 1988 (Cth).
9. The quoted prices are excluding GST.
10. These Service & Maintenance Conditions apply specifically to service work and prevail over any conflicting provisions in the General Conditions of Sale for matters relating to corrective service.
11. These terms and conditions are in addition to other terms and conditions contained or referred to in the Quotation and the Quotation Order Confirmation.

*Effective from 19 December 2025*

## Preventative Maintenance Contracts (A&T): Terms and Conditions

12. The Preventative Maintenance Contract (PMP) is for a fixed term of twelve (12) months and will be billed in advance for the entire period. The contract will not automatically renew. Renewal is the responsibility of the Customer. To ensure timely service continuity, we request that the Customer contacts NETZSCH at least eight (8) weeks before the end of the contract term to arrange renewal for the following year. The renewal visit will be scheduled at a mutually agreeable time based on NETZSCH's availability.
13. The customer permits the representative of NETZSCH free access to their facilities and is obliged to take care of the necessary safety requirements valid at the customer's facility. The NETZSCH customer service engineer must receive the appropriate safety inductions.
14. The Maintenance Contract, where applicable, includes calibration with certified standards. Unless the customer instructs otherwise, we verify that the instrument functions within factory specifications. The customer will be consulted prior to replacing any parts. During the visit, any minor repairs that take less than one hour will be made at no extra charge, except for the cost of spare parts. A NETZSCH certificate of compliance will be issued if the instrument meets factory specifications.
15. Items not covered by the contract include interface problems between NETZSCH systems and third-party equipment, and normal maintenance typically performed by the customer (such as cleaning or replacing filters and cells, and maintenance and breakdown of computers and printers).
16. NETZSCH reserves the right to terminate the contract without indication or reason. Prices will be adjusted for inflation every year, but changes of more than 4% will be communicated in writing at least one month before expiration of contract.
17. NETZSCH reserves the right to cancel any contract on a unit that is moved without the consultation of a NETZSCH Service Engineer
18. For damages caused by NETZSCH personnel NETZSCH will be liable within the terms of the existing personal liability insurance. Subject to the Australian Consumer Law, NETZSCH's liability for service work is limited to the amount paid under this contract and excludes any consequential loss.
19. NETZSCH shall not be liable for any delay or failure in performing its obligations under this contract caused by a Force Majeure Event, including but not limited to natural disasters, pandemics, strikes, government restrictions, or other circumstances beyond its reasonable control. If such delay exceeds eight (8) weeks, either party may terminate the affected portion of the contract without liability.
20. All work performed will have a 3-month guarantee.
21. Australian (QLD) law covers this contract in the event of any dispute.
22. NETZSCH will handle any personal information collected during service activities in accordance with the Australian Privacy Principles under the Privacy Act 1988 (Cth).
23. The quoted prices are excluding GST.

24. These Service & Maintenance Conditions apply specifically to service work and prevail over any conflicting provisions in the General Conditions of Sale for matters relating to service and maintenance.
25. These terms and conditions are in addition to other terms and conditions contained or referred to in the Quotation and the Quotation Order Confirmation.

*Effective from 19 December 2025*

## Service Contracts - Silver, Gold Platinum (A&T): Terms and Conditions

1. A Quotation for a service contract must be placed with NETZSCH Australia Pty Ltd (the "Company") prior to the expiration of your warranty period or prior service contract. If your warranty period or current service contract expires prior to purchase of the unit, a Company maintenance visit is required before the unit can be placed under service contract.
2. The Service Contract is for a fixed term of twelve (12) months and will be billed in advance for the entire period. The contract will not automatically renew. Renewal is the responsibility of the Customer. To ensure timely service continuity, we request that the Customer contacts NETZSCH at least eight (8) weeks before the end of the contract term to arrange renewal for the following year. Service visits under the renewed contract will be scheduled at a mutually agreeable time based on NETZSCH's availability. If continuity is broken (i.e., the contract lapses), an instrument health check will be required before entering into a new service contract, and additional service costs will apply.
3. NETZSCH reserves the right to cancel any contract on a unit that is moved without the consultation of a NETZSCH Service Engineer
4. NETZSCH reserves the right to cancel any service contract if the customer refuses to provide the information needed for proper diagnosis and repair.
5. Cancellation by you of the service contract will be subject to a cancellation charge of 25%. If a visit has been made under the service contract prior to cancellation date, the on-demand service rate and list price of any part used will be subtracted from the refund amount remaining after subtraction of such 25%.
6. Parts that are considered consumables are not covered under service contract. These parts include, but are not limited to, sample crucibles, o-rings, gaskets, filters, thermocouples, sample holders and supports, sample clamps, and all parts listed in instrument spare and accessory catalogues.
7. Equipment manufactured by a third party is not covered under service contract. This includes, but is not limited to, computer systems and circulators. The Company's instruments software is designed to be installed and updated by end-users and is entirely the customer's responsibility. Service coverage for computers and circulators purchased through the Company can be purchased at an additional cost.
8. Repairs that are the result of environmental conditions will not be covered under service contract. These repairs will be billed at the on-demand rate for labour, parts and travel. Examples of such conditions include, but are not limited to, customer supplied power/utilities and contamination of gas or cooling water supply.
9. Repairs that are the result of customer error, negligence or misuse of, or other customer wrongful act or omission as to, the equipment will not be covered under service contract and will be billed at the on-demand rate for labour, parts and travel.
10. DSC cell replacement coverage is limited to open sensors, thermocouples and heating elements. Service contracts do not cover replacement due to corrosion or sample contamination. DSC cells or furnaces which need replacing for other reasons are available at a 10% discount.
11. Repairs that are the result of the use of parts not supplied by the Company will not be covered under service contract, and will be billed at the on-demand rate for labour, parts and travel.

12. If it is determined by the Company that repairs exceed the scope that can be performed on-site, the unit will be returned to the Company's repair facility in Germany or Japan for the repairs.
13. The normal instrument calibration and routine maintenance on the unit are the responsibility of the customer and will not be covered under service contract. Service visits will not be scheduled for this work, with the exception of when a preventative maintenance visit is due (if applicable).
14. The Company reserves the right to replace components with remanufactured/refurbished assemblies if available.
15. The Company reserves the right to modify and/or update the instrument or software at no charge in order to improve performance.
16. NETZSCH reserves the right to terminate the contract without indication or reason. Prices will be adjusted for inflation every year, but changes of more than 4% will be communicated in writing at least one month before expiration of contract.
17. For damages caused by NETZSCH personnel NETZSCH will be liable within the terms of the existing personal liability insurance. Subject to the Australian Consumer Law, NETZSCH's liability for service work is limited to the amount paid under this contract and excludes any consequential loss.
18. NETZSCH shall not be liable for any delay or failure in performing its obligations under this contract caused by a Force Majeure Event, including but not limited to natural disasters, pandemics, strikes, government restrictions, or other circumstances beyond its reasonable control. If such delay exceeds eight (8) weeks, either party may terminate the affected portion of the contract without liability.
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