



Terms & Conditions of Sale

ISTOS Medical Private Limited

#51/5, Ground Floor, BSTN Heights, 2nd Cross, J.C. Industrial Area, Bikasipura Main Road, Yelachenahalli, Bengaluru – 560062, Karnataka, India

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COMMERCIAL TERMS & CONDITIONS

Commercial Summary

Applicable to all AMC / Standard quotations, purchase orders, sales contracts, equipment installations, and services provided by ISTOS Medical Pvt. Ltd.

1

Scope of Annual Maintenance Contract

ISTOS Medical Private Limited shall provide normal maintenance services for the equipment covered under this Annual Maintenance Contract (AMC). The AMC charges are exclusive of the cost of replacement parts, consumables, and accessories.

This AMC covers maintenance services only for the duration and frequency specified in the contract or quotation.

2

Service Hours

Services shall be rendered during ISTOS Medical Private Limited's normal working hours on business days, unless otherwise agreed in writing.

3

Work Order and Contract Activation

Work Order / Purchase Order shall be issued in favour of:

ISTOS Medical Private Limited

#51/5, BSTN Heights, 2nd Cross,

J.C. Industrial Area, Bikasipura Main Road,

Yelachenahalli, Bangalore – 560062, Karnataka, India.

The contract shall become effective upon receipt of a confirmed Work Order / Purchase Order along with payment through RTGS, NEFT, IMPS, Cheque, or Demand Draft in favour of ISTOS Medical Private Limited, payable at Bangalore. Applicable TDS may be deducted as per statutory requirements.

4

Additional Work and Contract Validity

Any work, repair, modification, replacement, or service beyond the scope of this contract shall be quoted separately and undertaken only after obtaining the customer's approval.

Non-availability or delayed procurement of spare parts shall not extend the validity period of the contract.

5

Exclusions from Coverage

ISTOS Medical Private Limited shall not be responsible for repairs necessitated by:

- Accidents, fire, floods, electrical surges, or other acts beyond reasonable control.
- Mishandling, tampering, or servicing by unauthorized personnel.
- Normal wear and tear of components and accessories.

This AMC covers maintenance services only. The cost of spare parts, consumables, accessories, assemblies, replacements, software upgrades, and third-party items is not included and shall be charged additionally.

6

Limitation of Liability

ISTOS Medical Private Limited shall not be liable for any direct, indirect, incidental, or consequential loss arising from improper operation, unstable power supply, misuse, or application of the equipment.

The total liability of ISTOS Medical Private Limited under this contract shall not exceed the total AMC value paid by the customer.

7

Non-transferability

This contract is non-transferable. In the event of a change in ownership or relocation of the equipment, ISTOS Medical Private Limited reserves the right to terminate the contract without refund of any unexpired contract value.

8

Invoicing and Payment for Additional Services

Invoices raised for services, repairs, spare parts, consumables, or any items not covered under this AMC shall be payable within thirty (30) days from the invoice date.

Failure to make payment within the stipulated period may result in suspension of services, and ISTOS Medical Private Limited reserves the right to adjust any residual AMC value against outstanding dues.

9

Special Conditions

Any special conditions, if applicable, shall be specified separately in the AMC quotation or work order and shall form an integral part of this contract.

10

Taxes and Government Levies

Any taxes, duties, GST, cess, or other government levies applicable at the time of invoicing shall be charged extra and shall be borne by the customer.

11

Equipment Uptime and Access

The customer shall ensure that the equipment is accessible to ISTOS service personnel during scheduled maintenance and breakdown visits. Delays caused due to restricted access shall not be considered a failure of service obligations.

12

Consumables Exclusion

All consumables, including but not limited to filters, lamps, fuses, batteries, printer ribbons, print heads, tubing, seals, gaskets, reagents, wax, and cleaning agents, are excluded from this contract unless specifically mentioned in the AMC schedule or quotation.

13

Software and Firmware

Software upgrades, firmware updates, operating system updates, cybersecurity updates, and data recovery services are excluded from this contract unless expressly stated otherwise.

14

Response Time

ISTOS Medical Private Limited shall endeavour to attend breakdown calls within ___ working hours/days of receiving a service request. However, response times may vary depending on location, availability of personnel, and circumstances beyond reasonable control.

15

Force Majeure

ISTOS Medical Private Limited shall not be liable for any delay or failure in performance due to events beyond its reasonable control, including but not limited to natural disasters, epidemics, strikes, transportation disruptions, governmental actions, war, or civil disturbances.

16

Spare Parts Availability

Supply of spare parts shall be subject to availability from the original manufacturer or authorized suppliers. ISTOS Medical Private Limited shall not be liable for delays arising from procurement lead times.

17

Equipment Calibration and Compliance

Calibration, validation, IQ/OQ/PQ documentation, NABL/NABH compliance documentation, and certification services are excluded unless specifically mentioned in the contract or quotation.

18

Electrical and Utility Requirements

The customer shall ensure that the equipment is operated under recommended electrical, environmental, and utility conditions. Failures resulting from voltage fluctuations, improper grounding, water quality issues, compressed air quality issues, or unsuitable environmental conditions are excluded from coverage.

19

Renewal

The AMC shall automatically expire on completion of the contract period unless renewed by mutual agreement in writing between the customer and ISTOS Medical Private Limited.

20

Jurisdiction

Any dispute arising out of or relating to this AMC shall be subject to the exclusive jurisdiction of the courts at Bangalore, Karnataka, India.

21

Special Conditions for Histopathology Equipment

For tissue processors, embedding centres, microtomes, cryostats, stainers, coverslippers, printers, and grossing stations, the following additional conditions apply:

Breakdowns arising from the use of non-recommended reagents, solvents, paraffin wax, cleaning chemicals, or consumables shall not be covered under this contract.

The customer shall ensure that such equipment is operated only by trained personnel in accordance with the manufacturer's operating instructions.

22

Data Backup Responsibility

For equipment incorporating software, computers, printers, or image management systems, the customer shall be solely responsible for backing up data. ISTOS Medical Private Limited shall not be liable for any loss of data.

23

Detailed Terms and Conditions

The detailed Terms and Conditions for this AMC are available for download via the link provided on the ISTOS Medical website.

Important Notice

By issuing a Purchase Order or accepting delivery of Products or Services supplied by ISTOS Medical Private Limited, the Buyer acknowledges and agrees to be bound by these Terms and Conditions.

