

## **STANDARD SERVICE LEVEL AGREEMENT (SLA) FOR SERVICE (CALIBRATION AND REPAIR)**

Entered into between:

<p>ALCO-Safe (Pty) Ltd 825 Park Street, Sunnyside, Pretoria. Tel 012 343 8114</p> <p>Hereinafter referred to as ALCO-Safe, us or we. Represented by Rhys D C Evans a Director of ALCO-Safe (Pty) Ltd and including any employee of ALCO-Safe.</p>
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And

Name of organisation:	
Address:	
Contact numbers:	
eMail address:	
Represented by:	
Hereinafter referred to as the customer, and also includes any agent or representative or contractor appointed by the customer as if he/she being the customer.	

This is a standard after-sales-service, Service Level Agreement and is intended to regulate the relationship and expectations of the Customer and ALCO-Safe for the calibration and repair of Lion alcohol breathalysers.

**Whereas the customer purchased  
alcohol breathalyser(s) from ALCO-Safe:**

The customer and ALCO-Safe have taken note of all commercial conditions and exceptional service level agreements in writing, the contents of which takes precedence over this SLA.

This Service Level Agreement is an agreement between the customer and ALCO-Safe and covers all Lion alcohol breathalyser instruments in the customer's ownership. Thus this one agreement covers all such instruments and there is no need to enter into separate agreements for each instrument.

ALCO-Safe will attempt to formally enter into this Service Level Agreement with the customer at the point of sale. If this service level agreement is not physically entered into between the customer and ALCO-Safe for any reason whatsoever, it will still apply by default as a condition of sale, unless replaced by a different agreement in writing. This Service Level Agreement will be published on the ALCO-Safe website [www.alcoholtesting.co.za](http://www.alcoholtesting.co.za) for public access and to note changes if any.

**NEW INSTRUMENT GUARANTEE**

- 1 All new Lion Alcohol Breathalysers are guaranteed for a period of one year, except the fuelcell which is guaranteed for a period of two years. The guarantee covers defects in parts and workmanship.
- 2 All spares for which the customer paid and that was fitted during repairs are guaranteed for a period of one year against defects in parts and workmanship.
- 3 Such guarantee excludes any rough treatment by the operators of the instrument or any adverse conditions that may affect the instrument. ALCO-Safe will be the only judge of such treatment or conditions.
- 4 If any part mentioned above is found to be faulty, ALCO-Safe will replace that part with a similar part that will restore the instrument to specifications, free-of-charge including the cost of the part and the cost of the labour.
- 5 The guarantee period on that part will continue to run as if it was never faulty, i.e. the guarantee is not cumulative.
- 6 If the instrument is not due for its next calibration, the instrument will also be calibrated and a certificate to that effect will be issued.
- 7 The cost and responsibility of transporting the instrument resides with the customer.
- 8 Batteries and mouthpieces are consumables and are not part of this guarantee. The customer should inspect and replace batteries as per the instructions found in the 'Users Handbook'. Batteries must be of a reputable make and the type specified in the 'Users Handbook'. The guarantee excludes consequential damage due to leaking batteries.
- 9 The customer may not open (except the battery compartment), service or repair the instrument during the guarantee period. If any unauthorised service takes place, the guarantee will be null and void. A list of worldwide authorised Lion service centres is available from ALCO-Safe and from Lion Laboratories, UK.

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- 10 This guarantee is limited to the instrument itself and does not cover consequential damage of any nature.
- 11 The maximum amount of ALCO-Safe's liability will be equal to the cost of replacement of the instrument.

**THE CUSTOMER'S RESPONSIBILITIES for SERVICING (Calibration and Repair)**

- 1 To take note of the recommended service interval as recommended by the manufacturer (Lion Laboratories, UK).
- 2 To monitor the instrument and to send it for service and calibration to ALCO-Safe immediately if any malfunction occurs or if the instrument is due for calibration or, if there is any reason whatsoever to be unsure of the results obtained during normal use.
- 3 To package the instrument in such a way as to prevent damage to the instrument during transit and accept the responsibility for transport of the instrument and the risk associated with it.
- 4 To include an inventory of all items dispatched to ALCO-Safe. If the customer does not include an inventory, the inventory compiled by ALCO-Safe will be taken as the correct inventory.
- 5 To include a description of any error conditions as well as requests or instructions with the instruments.

**ALCO-Safe's RESPONSIBILITIES for SERVICING (Calibration and Repair)**

- 1 Acknowledge receipt of the instrument by signing documentation presented to us by the customer.
- 2 Visually inspect the outside of the instrument for obvious damage that may have occurred while in transit and if any damage is found, to note this damage and to report this to the customer at the first opportunity available.
- 3 Compile an inventory of items received and compare that to the inventory described by the customer and in the case of any discrepancies to inform the customer at the first opportunity available.
- 4 Handle the instrument with care so as to prevent damage to the instrument while on our premises. Keep instruments safe and secure and to take all reasonable steps to prevent loss or damage to the instruments while it is in our possession.
- 5 Offer three levels of service, namely:
  - Normal service turnaround time one week
  - Urgent service turnaround time three days
  - While-you-wait calibration by appointment only.
- 6 Inspect the instrument physically and electronically to determine if the instrument is within the specifications of the manufacturer. If any problem or fault condition is found,

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determine if it is economically repairable. If so, repair it so that the instrument is restored to specifications.

- In case such repair costs are high in comparison to the age and condition of the rest of the instrument, issue a quote to the customer first, get approval to do it and then repair the instrument.
- In case the instrument cannot be restored to specifications and/or the major components of the instrument are all worn, the technician will recommend scrapping the instrument. In such cases there will be no charge for the instrument evaluation.

- 7 Calibrate the instrument to meet specifications and tolerances.
- 8 Report all observations, test and calibration results.
- 9 Issue a calibration certificate that meets international standard ISO 17025:2005.
- 10 Package the instrument in such a way as to limit possibilities of damage during return transit.
- 11 Release the instrument and the calibration certificate to the customer as soon as a valid order or payment has been received. Handover the instrument to the customer against signature and keep record of such receipt.
- 12 Keep an accurate record of repairs, calibration results and downloaded data if any. Store such records, data and calibration results for a period of two years.
- 13 Keep all customer specific information confidential, unless instructed by the customer to disclose such information.
- 14 Repairs effected are guaranteed for a period of one year against defective parts or poor workmanship as if those parts and or workmanship are part of the instrument guarantee above. This guarantee is limited to the specific parts replaced or repairs effected and do not cover the rest of the instrument or transport costs. If these repairs necessitate the re-calibration of the instrument, such re-calibration will be free-of-charge.
- 15 If it becomes necessary to calibrate an instrument within three months of the previous calibration, the calibration will be carried out free-of-charge, but excluding transport costs.
- 16 Calibration carried out later than three months after the previous calibration and not associated with a guarantee repair, will be for the account of the customer.

**FINANCIAL TERMS & CONDITIONS**

- 1 ALCO-Safe will issue a quotation to the customer after completion of the service.
- 2 Some customers require a quotation before sending the instrument to ALCO-Safe. Such quotations cover calibration only and are subject to further inspection of the instrument by our technician. If necessary, an amended quote will be issued to cover repairs.
- 3 Upon receiving a quotation, the customer may accept or reject the quotation. If the quotation is rejected, ALCO-Safe will remove any parts fitted during the repairs process. The instrument will be made available to the customer in a non-working condition, without a calibration certificate, free-of-charge.

- 4 The instrument(s) will be kept by ALCO-Safe until a valid purchase order or proof of payment for the quotation amount has been received.
  
- 5 Such settlement may take the following forms:
  - **Cash:** On payment of cash, a receipt and invoice will be issued. The receipt is proof of payment.
  - **Credit card:** An approved transaction through the appropriate pay-point at ALCO-Safe.
  - **EFT:** Payment will be deemed to have been made after ALCO-Safe has determined that the transfer reflects in the ALCO-Safe bank account.
  - **Purchase order:** A valid purchase order from a company that has an account with ALCO-Safe will be deemed sufficient intent and promise to pay.
  
- 6 If payment or fair arrangements to effect payment has not been received by ALCO-Safe for a period of twelve months after servicing, the instruments will be disposed of to defray costs of service and storage.

SIGNED:

On behalf of the CUSTOMER
Name
Date

On behalf of ALCO-Safe
Name:
Date:

**AMENDMENT RECORD**

<b>DATE</b>	<b>ISSUE</b>	<b>CHANGE</b>	<b>APPROVED</b>
26 February 2015	2	Added Financial Terms & Conditions	Rhys D C Evans (director)