

Appendix 9

Sections highlighted in yellow must be completed in the final contract.

Service Agreement

Concerning the supply, delivery, installation and commissioning of [...]

Between

Central Denmark Region

and

[...]

These terms supplement the terms of the Contract for the supply of [...].

In case of any discrepancies between the terms of the Contract and these terms, these terms are prior to the terms of the Contract.

The Customer may exercise the option for the conclusion of a service agreement any time after the end of the Warranty Period for the Equipment delivered under the Contract.

1. Service Agreement

Service Agreement is valid for 12 months from conclusion. The Customer may extend the Service Agreement for a period of 12 months at a time throughout the life time of the Equipment (maximum of 10 years from approved Acceptance Test). Any extension of the Service Agreement will be subject to the same terms.

Both the Customer and the Supplier is entitled to terminate the Service Agreement with 3 months notice.

In the event that the Customer wishes to enter in to a Service Agreement after the expiry of the Warranty Period, or the Customer wishes to enter in to a higher level of service than the Customer's existing Service Agreement, a Service Agreement shall be concluded after the Supplier has had the opportunity to perform a service check of the Equipment and has brought the Equipment up to date.

Any necessary replacement of components to bring the Equipment up to date shall be paid by the Customer only in the event that the component is not covered by the Supplier's liability for errors or defects or not covered by an existing Spare Part Insurance.

In the event that the Service Agreement includes a guaranteed availability, the terms as set out in Clause 17 will apply until the termination of the Service Agreement.

2. Service Call

Service Calls must be met by the Supplier all Working Days within it the opening hours stated by the Supplier.

3. Cancellation of planned maintenance and service

In the event that Supplier wishes to cancel planned and scheduled maintenance and service Supplier shall in due time and no later than one week before the planned service and maintenance notify the Customer of the cancellation in writing.

In the event that Supplier does not provide timely notice, the Customer shall be compensated by the Supplier for any loss in terms of availability (see Clause 17 in the Contract) due to the lack of Supplier's notification.

4. Signatures

4.1 Number of copies

The Contract has been executed in two identical and signed copies of which one copy is held by the Customer and the other copy is held by the Supplier.

4.2 Costs

Each Party shall pay its own costs incurred in connection with the drawing up and conclusion of this Contract.

Date:

Date:

On behalf of the Customer:

On behalf of the Supplier:

[...]
[...]

[...]
[...]
