



MAINE PUBLIC HEALTH DEPT  
221 STATE STREET  
AUGUSTA, ME 04333-0012

## FULL SERVICE AND QUARTERLY MAINTENANCE OPTIONS

Re: Tuttnauer Parts and Labor Preventative Maintenance Proposal # PM19-118.

Dear Customer,

Our intention in providing this proposal to you is to provide **complete, worry free, service and maintenance coverage, including parts & labor for all of the equipment listed in the proposal.**

In addition, I would also like to point out a few areas in which the Tuttnauer equipment exceeds current manufacturing specifications:

1. All of our equipment comes with a full **Ten (10) or Fifteen (15) Year Pressure Vessel Warranty.**
2. Tuttnauer's equipment is manufactured from **316L Stainless Steel.**
3. Tuttnauer only uses **Stainless Steel Piping** on all of its equipment.
4. Tuttnauer only uses **Air Operated Piston Valves** on its equipment to increase reliability and reduce downtime.
5. Tuttnauer only uses **Microprocessor Controls PLC Controls & Non-Proprietary Components** on all of its equipment.

We are a **95** year old company with manufacturing facilities around the world specializing in the manufacture of laboratory equipment. The Tuttnauer™ Co. markets its products worldwide through Tuttnauer™ USA, Tuttnauer™ S.A., Tuttnauer™ Thailand and Tuttnauer™ Russia. During the last **50** years we have concentrated on our line of sterilizers. Tuttnauer™ USA was established **27** years ago and quickly became the leading supplier of tabletop autoclaves to Dental, Veterinary and Medical markets with tens of thousands of installations.

Since then Tuttnauer began bringing its line of large horizontal autoclaves to the U.S. market and we have met with great success. Some notable customers who have purchased our equipment in the last few years include: Ethicon a Division of Johnson and Johnson, the Center for Disease Control (CDC), the National Institute of Health (NIH), the Food and Drug Administration (FDA), as well as many Universities including, Auburn, Cornell, UCLA, Johns Hopkins and many others.

I can be reached by phone at (800) 624-5836 x118 or via fax at (631) 851-8653 at anytime to discuss application or pricing issues. Thank you for your time and consideration. Our direct service number is (800) 899-5200.

Sincerely,

Tim Krause  
National Service Manager  
Tuttnauer USA

# TUTTNAUER USA COMPANY

## Preventative Maintenance Proposal No. **PM19-118.** **FULL SERVICE AND QUARTERLY MAINTENANCE**

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This agreement made by and between **Tutttnauer™ USA Co. Ltd.** Located at 25 Power Drive, Hauppauge, NY, 11788 (hereinafter the "Corporation") and **CUS MAINE PUBLIC HEALTH DEPT.** (Hereinafter the "customer") is for a term of one (1) year beginning on the date this contract is signed and accepted by both parties. Intending to be legally bound the parties hereby agree as follows:

### **PART 1: All units must be functional and in need of no repairs before an Agreement is signed.**

### **PART 2: Equipment Maintenance and Service:**

1. **HOURS:** All equipment service will be done on weekdays between the hours of 8:00AM and 6:00PM. The Corporation will respond to emergency service calls within 24hours.
2. **SERVICE PHONE NUMBER:** 1 (800) 899-5200
3. **CHARGES:** The charge for services and maintenance to be performed during the term of this agreement shall be payable in accordance with the specified payment schedule. This charge shall cover all services and maintenance calls specified in the contract, as well as parts that are included within the agreement. (Overtime hours are billable at \$210.00 per hour.) **Special Note:** "Any warranty or preventive maintenance service or calls which are found to "NOT" be caused by normal use of the equipment such as: ABUSE, MISUSE, MODIFCATION OF ANY EQUIPMENT COMPONENT, SITE: HOUSE UITITIES SUCH AS BUT NOT LIMITED TO: CORRECT STEAM OR WATER PRESSURE NOT DUE TO THE EQUIPMENT AND ELECTRICITY. FAILURE OF EQUIPMENT DUE TO ACTS OF GOD SUCH AS: POWER SURGES OR FAILURES INCLUDING LIGHTING STRIKES AND FLOODS. THE COST FOR SUCH CALLS FOR SERVICE FOUND TO FALL WITHIN THESE CATEGORIES SHALL BE AT THE SOLE RESPONSIBLEY OF THE CUSTOMER. SERVICE CALLS FOR ANY OF THE LISTED REASONS SHALL BE BILLED TO THE CUSTOMER AT THE HOURLY LABOR RATE OF \$140.00 PER HOUR."
4. **EXCLUSIONS:**
  - (A) Service is contingent upon the proper use of all equipment and the observance of operational instructions and does not cover, among other things, equipment which has been modified, altered, added to, improperly repaired, or serviced or reinstalled by other than the Corporation, without the Corporation's prior written consent, or which has been subjected to unusual physical or electrical stress. The Corporation shall be under no obligation to furnish free or contract service if adjustment, repair or parts replacement is required because of accident, neglect, misuse, failure of electrical power, air conditioning, humidity control, transportation, or causes other than ordinary use. All such repairs will be subject to the Corporation's applicable service call rates and terms then in effect.
  - (B) Service does not include:
    - ◆ Operating supplies or accessories not supplied by the Corporation
    - ◆ Electrical work external to the equipment or maintenance of accessories, alterations, attachments or other devices furnished or not furnished by the Corporation unless specifically noted.
    - ◆ Modification required by federal, state, or local regulations.

- ◆ Door gaskets, (unless specified) printer paper, and any other consumable items

5. **ACCESS TO EQUIPMENT:** The Corporation shall have full, free and safe access to the equipment on each scheduled visit to perform required services. "Customer" shall provide, at his expense, all utility services and cooperation reasonably necessary for the proper servicing of the equipment.
6. **EQUIPMENT:** Subject to the terms and conditions contained herein, and so long as no default in any agreement exists with respect to the equipment of services provided by the Corporation, its agents, or assignees, the following equipment will be serviced and maintained by the Corporation with all replacement parts and labor included in the contract charge except exclusions stated in paragraph 3 above.
7. **PM DESCRIPTION AND PM PARTS COVERED:**

**"STANDARD" PREVENTATIVE MAINTENANCE**

Contract includes labor costs for four (4) PM visits to facility over the course of one (1) year.

**"ELITE" PREVENTATIVE MAINTENANCE**

Contract includes parts and labor costs for four (4) pm visits to facility over the course of one (1) year.

**"PREMIUM" PREVENTATIVE MAINTENANCE**

Contract includes parts and labor costs for four (4) pm visits to facility, *as well as labor costs for service calls*, over the course of one (1) year.

**"ULTIMATE" PREVENTATIVE MAINTENANCE**

Contract includes parts and labor costs for four (4) PM visits to facility, *as well as parts and labor costs for service calls*, over the course of one (1) year. **This includes GASKETS.**

**PM Parts:** Repair kits, Steam traps, Air filter, Boiler gaskets, Solenoid coils, Swing check valve, Gauges, Keypad Only, Water pump brush kit, Water level probe, Water level tube, Sight glass & valve sets, Air fittings, Sediment filter for R.O systems,

**Ultimate Parts (which include PM parts):** Door pistons, Door gaskets, Safety valves, PLC, Touch Screen, Control Panel, Water level Boards, Power supplies, Blowdown Boards, Blowdown valves, Contactor, Heating Elements, Complete valves, Water pump, Temperature sensors, Transducers, Blown down timer, Vacuum Pump (V6, V30, V55), Pressure Regulators, Printer, Solenoid valves, Floats, Door Switch, Pressure Switch, On/Off Switch, Booster pump,


**Parts Not Covered / Consumables:** Bio Filter Elements, Printer Paper, Ribbon Cassettes, R.O. System Carbon Filer Element, Membrane Filter, Air Compressors, Bulk Vacuum Pump (8HP and Larger Pump)



**ADDITIONAL TERMS AND CONDITIONS:**

1. **ASSIGNMENT:** "Customer" acknowledges and understands that the Corporation may assign this agreement or any part thereof to a third-party organization or agency, and "Customer" shall (a) recognize any such assignment, (b) not require any assignee of the agreement to perform any duty, covenant or condition required of the Corporation under this agreement. Any such assignment shall not relieve the Corporation of its obligations under this agreement.
  
2. **EXCUSABLE DELAY:** The Corporation agrees to perform all services in good faith, but shall have no responsibility or liability for delays by suppliers in providing materials, parts or services, for acts of God, fire, flood, war embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, voluntary or mandatory compliance with any governmental act, regulation or request, shortage of labor, materials or manufacturing facilities, or any other cause or causes beyond the reasonable control of the Corporation.
  
3. **LIMITATION OF LIABILITY:** *In no event, shall the Corporation be liable for special, indirect or consequential damages* of any kind including but not limited to loss of business, profit revenue or goodwill arising from any failure or matter arising under this agreement, nor shall any claim or recovery of any kind be greater in amount than the amount paid to date under this agreement.
  
4. **QUARTERLY CHARGES AND PAYMENTS:** "Customer" obligation to make payments under this agreement shall begin on the commencement date, and receipt of your Purchase Order and continue for the term of one (1) year. The quarterly payment set forth in the agreement shall be due and payable 30 days after the date of invoice. In the event that any payment is not received by the Corporation within 45 days of the due date thereof, "Customer" shall pay a late charge of 5% percent of the past due payment and shall pay interest at the rate of 1.5% per month or the maximum legal rate, whichever is less, until all past due payments are received. The charge for PART 1, Equipment Maintenance and Service is as follows:

**AGREED TO, ACCEPTED, AND ACKNOWLEDGED. PM19-118. Term: 02/01/20 through 01/31/21.**

<b>Tuttnauer USA Co. Ltd.</b>		<b>Customer:</b>	_____
<b>Signature:</b>		<b>Signature:</b>	_____
<b>Print Name:</b>	<u>Tim Krause</u>	<b>Print Name:</b>	_____
<b>Title:</b>	<u>National Service Manager</u>	<b>Title:</b>	_____
<b>Phone:</b>	<u>800-899-5200</u>	<b>Phone:</b>	_____
<b>Fax:</b>	<u>631-851-8653</u>	<b>Fax:</b>	_____
<b>Date:</b>	<u>10/30/19</u>	<b>Date:</b>	_____
<b>Email:</b>	<u>timk@tuttnauerusa.com</u>	<b>Email:</b>	_____