

IMOTEK INTERNATIONAL LTD CONTRACT SPECIFICATION

ULTRASOUND SERVICE SUPPORT

Under the terms of this agreement, IMOTEK will provide the following services:-

All labour required to keep the equipment operating to the manufacturer's specification subject to the limitations as defined below and as stated in the terms and conditions attached. Parts are chargeable at list price -10%.

1. EMERGENCY SERVICE CALLS & TECHNICAL SUPPORT

All breakdown service visits and telephone technical support during normal working hours.
09.00 > 17.00 Monday to Friday excluding Bank Holidays.

2. PREVENTIVE MAINTENANCE SERVICE

One scheduled preventive maintenance visit (per annum) will be carried out during the period of this agreement at intervals of approximately 12 months. This call is automatically scheduled or can be arranged in advance as preferred. As a matter of convenience preventive maintenance services will be performed in conjunction with an emergency callout whenever possible.

Preventive maintenance service will include:

- a) Replacement of defective and worn parts, subject to agreement and chargeable at list price -10%.
- b) All internal and external cleaning and lubrication of mechanical assemblies.
- c) Replacement of all filters and cooling fans when & where necessary to ensure normal operation.
- d) Routine replacement of all internal CPU (processor) backup batteries responsible for retaining system configuration settings as well as date and time etc.
- e) Full functional testing and calibration to the manufacturers' specification.
- f) Routine quality checks including signal to noise, uniformity, linearity, calliper accuracy and 2D resolution.
- g) Full inspection of all Ultrasound transducers including cables connectors membranes and electronic arrays.
- h) Preliminary investigation of any new external AC and DC magnetic interference(s) from an un-known source(s).
- i) Inspection and reporting on internal database size and hard drive usage where applicable.
- j) All software and firmware upgrades including mandatory safety updates. Excludes chargeable feature upgrades requiring new licences and / or hardware.
- k) Leakage current and electrical safety checks.

3. REPLACEMENT PARTS

Parts will be repaired or replaced at the sole option of IMOTEK and all defective parts become the property of IMOTEK. Replacement parts may be new or reconditioned to the original functional specifications.

4. LIMITATIONS

- a) This contract excludes faults or defects present prior to the start of the contract unless agreed in advance.
- b) This contract excludes routine database management tasks such as disk archival, network storage and recovery of patient images.
- c) This contract excludes repairs undertaken because of accidental damage, misuse or unauthorised maintenance activity by an un-approved service agent.
- d) **The system and associated labour** is not covered against flood, fire, theft or other extraneous event resulting in major damage or total loss.

IMOTEK INTERNATIONAL LTD CONTRACT TERMS & CONDITIONS

IMOTEK International Ltd, hereafter referred to as 'IMOTEK', hereby agrees to provide the services specified in the accompanying contract specification in accordance with all of the terms and conditions of this agreement to:-

TERMINATION OF THIS AGREEMENT

This agreement may be terminated by either party with ninety (90) days written notice. IMOTEK may at its option, terminate the agreement without 90 days notice if the agreed payments are not kept current.

GENERAL TERMS AND CONDITIONS OF EXTENDED WARRANTY AGREEMENTS

1. WARRANTY

Subject to customer's compliance with all the terms and conditions of this agreement, IMOTEK warrants that all service performed by it pursuant to this agreement will conform to all the terms and specifications of this agreement. This warranty shall apply only to service on equipment under normal use for the purpose intended. IMOTEK shall have no duty to perform nor shall this warranty apply to:-

- Service requirements resulting from abuse of equipment or acts of God.
- Service or maintenance required due to improper operation or misinterpretation of operating procedures by the customer.
- Equipment which has been installed repaired or altered by persons not authorised by IMOTEK.
- Service calls for conditions excluded from the service agreement warranty will be billed according to IMOTEK then current billable service policies.

2. LIABILITY

The liability of IMOTEK will be limited and subject to the warranty set out in clause 1 above and to the following provisions of this clause.

- IMOTEK will indemnify the Customer in respect of direct damage to the Customer's Property or any other direct loss and in respect of death or personal injury to the extent in each case that the same is caused by any negligent act or omission of IMOTEK, its employees or agents whilst on the Customer's premises, provided always that IMOTEK's liability for damage to the customer's own property or any other loss shall be limited in aggregate to ten million pounds sterling (£10,000,000.00) in respect to any one incident.
- Notwithstanding the foregoing provisions of this clause, IMOTEK shall not be liable to the customer (whether by way of indemnity or otherwise) for damage, injury or any other loss of whatsoever nature (including any consequential loss or damage) whether arising out of or by reason of any stoppage, breakdown or failure of the Equipment or the replacement of any component thereof and whether caused by:
 - the negligence or otherwise of the Customer, its employees or agents: or
 - the negligence or otherwise of the manufacturer of the Equipment and any replacement of a component thereof.
- For the avoidance of doubt it is hereby stated that any service report prepared by an employee of IMOTEK shall be a statement of the condition of the Equipment at the time of service or the preventive maintenance performed and shall not be a warranty that the Equipment has been maintained to a level in excess of the operating specification of the Equipment's manufacturer.
- The complete or partial invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of such provision for any purpose of the remaining provisions hereof.

3. AGREEMENT TRANSFER

This agreement is not transferable to any other user or location unless approval in writing from IMOTEK is obtained.

IMOTEK INTERNATIONAL LTD.

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