

Peace of Mind

Maintenance Program

CLINIC NAME: _____

Preventative maintenance

Annual preventative maintenance helps maximize the performance of your veterinary equipment and extend their life span, as well as helping to avoid breakage which can cost both time and money.

Range of services

Dispomed Ltd offers preventative maintenance of:

- Anesthesia equipment
- Tuttnauer and Steria steam sterilizers
- Dental delivery units
- Microscopes
- Centrifuges (Unico CMH30, Clay Adams Triac, LW Scientific combo V24/M24)
- OGSi Oxygen Generators / Moduflex / ON2

This agreement will continue until terminated, following inflation, and includes one preventative maintenance visit per year. This agreement is offered to clients who have a minimum of 3 pieces of equipment included in the list on page one, above. The agreement also includes the following services:

Fee for courtesy equipment	Customer with agreement	Customer without agreement
Autoclave	\$150	\$200
Monitor	\$150	\$200
Table Top Intro	\$150	\$200
Compressor	\$150	\$200
insPurr	\$150	\$200
Centrifuge	\$75	\$100
Microscope	\$75	\$100
Bain Adapter	\$75	\$100
Fluid Pump	\$75	\$100
Handpieces		\$100
Table Top Dental Loaner (Varios 750, Volvere)	\$75	\$100

- \$13,75 discount on repair estimates
- 5 % discount on all equipment and parts purchases from Dispomed
- \$60,75 discount on travel fees
 - > Travel fees vary per region
- \$22,00 discount on labour charges for preventative maintenance
- \$22,00/hour discount on labour charges for repairs
- Technical support by phone
- **Important:** Prices for the agreement are subject to change without notice.

IMPORTANT

A preventative maintenance agreement is not an extended warranty of your product. Our goal is to maximize the life of your product at a reasonable cost. Products which have not previously been maintained or have not been maintained properly are subject to unpredictable breakage. Our representatives will guide you when major repairs are suggested. Depending on the age and use of your equipment, it is sometimes preferable to replace a product rather than repair it.

PREAMBLE

Agreed that the customer would like to retain the services of Dispomed Ltd, as previously described, within the framework of the veterinary machines preventative maintenance;

Agreed that the parties wish to confirm their agreement in writing;

Agreed that the parties have the capacity and quality to exercise all the required rights to conclude and execute the agreement of the present agreement.

LENGTH OF AGREEMENT

1. The length of the agreement is continued until terminated.

SERVICES

2. Dispomed Ltd agrees to supply the services described according to the customer's instructions and to his/her satisfaction.

COUNTERPARTY

3. In exchange of the supplied services, the customer agrees to pay Dispomed Ltd. according to agreement described previously, plus all parts needed to perform the preventative maintenance.

Invoices will be issued after each visit and will be payable on a 30 day payment term.

NON-EXCLUSIVE SERVICES

4. The customer acknowledges and agrees that the services supplied by Dispomed Ltd, in virtue of the present agreement, are not exclusive. No disposition of the present agreement may be interpreted as limiting the capacity of Dispomed Ltd to supply its services to a third party during the period of the present agreement, subject to the respect of its obligations such as defined in the present agreement.

CONFIDENTIALITY

5. Dispomed Ltd agrees to not disclose to a third party:
 - 5.1. Any confidential information regarding the customer's business, including commercial secrets, business plans, financial and customer data that might have been acquired within the framework of work performed in your place of business.

TERMINATION AND CANCELLATION OF THE PRESENT AGREEMENT

6. Should one of the parties fail to respect one or another of its obligations in virtue of the present agreement, the other party can cancel the present agreement with a written 10 business day notice, unless the party in cause remedies the evoked situation within the aforementioned delay. In case of cancellation of the present agreement, the customer must pay all bills due to Dispomed Ltd for supplied services at the date of cancellation. The customer will complete and sign the Maintenance Agreement Cancellation form found on the last page of this agreement if he/she wishes to terminate their agreement with Dispomed.
7. The foreclosure, insolvency or transfer of possession by one or the other party establishes a fault that terminates the present agreement as of right.
8. Within cancellation of the present agreement by one or the other party, Dispomed Ltd agrees to return to the customer all materials used in the execution of the present agreement or otherwise belonging to the customer within a 14 day delay.

REPRESENTATIONS AND WARRANTIES

9. Dispomed Ltd represents and guarantees to the customer that:
 - 9.1. It has the capacity and quality to exercise all required rights to conclude and execute the present agreement;
 - 9.2. It has all the rights, titles and interest of services and work material;
 - 9.3. It will not engage any cost, expense or obligation in the customer's name without receiving written authorization.

RELATIONSHIP BETWEEN THE PARTIES

10. The present agreement only binds the parties, being independent businesses, for the clauses mentioned in this agreement. Consequently, the enactments of the present agreement can be interpreted by no means as creating a mandate from one to the other. Furthermore, no party can bind the other, in any way or to whomever, otherwise than in accordance with the enactments of the present agreement.

ACT OF GOD

11. No parties can be considered in default in virtue of the present agreement if the execution of its obligations, in any part, is delayed or prevented by an act of God. An act of God is an outside, unforeseen, event that makes it impossible to execute its obligations.

INDEPENDANCE OF ENACTMENTS

12. The possible illegality or nullity of an article, paragraph or enactment (or part of an article, paragraph or enactment) will not affect in any way the legality of the other articles, paragraphs or enactments of the present agreement, nor the rest of this article, paragraph or enactment, unless evident opposite intention in the text.

TRANSFER AND IMPACT OF AGREEMENT

13. Dispomed Ltd cannot assign or otherwise transfer all or any of its rights stipulated in the present agreement to a third party.

TOTALITY AND COMPLETENESS OF THE AGREEMENT

14. The present agreement represents the totality and completeness of the agreement between the parties.
15. No statement, representation, promise or condition not specified in the present agreement can and be allowed to contradict, modify or affect in any way possible its terms. The present agreement can only be modified by another written document, duly signed by all parties.

COPIES

16. Once initialled and signed by both parties, all copies of the present agreement are considered as being an original, as the copies reflect the same and present agreement. The transmission and signature of the present agreement by fax also bind both parties.

Dispomed agrees to rent/loan the equipment described in the section Equipment List to you upon acceptance of the following terms and conditions:

- We do not have courtesy scales or oxygen generators available.
- You, the client, agree to have your damaged equipment repaired by Dispomed.
- You, the client, agree to send your equipment to the Dispomed repair shop within 2 days of receiving the rental/loaner equipment.
- You, the client, agree to submit your response to our repair quote within 3 days:
 - > If the quote is refused, you agree to return the Dispomed equipment within 2 days of refusal;
 - > If the quote is accepted, you, agree to return the Dispomed equipment within 2 days of receiving your repaired equipment.
- You, the client, agree to return all accessories that were sent with the rented/loaned equipment. Any costs to replace missing parts will be invoiced to you.
- You, the client, are responsible for any breakages that occur during the time that the rented/loaned equipment is in your clinic. All costs incurred for repair will be invoiced to you.
- The initial rental cost varies by product (refer to the price list on page 3). All shipping charges related to equipment rentals or loans are the responsibility of the client.
- Courtesy equipment will be invoiced based on the product type (see price list on page 3) in the following situations:
 - > We haven't received your equipment to evaluate and/or to repair within (2) business days after reception of our courtesy equipment. Fees may be waived if replacement of equipment is considered instead of repairs and the said equipment is purchased from Dispomed;
 - > Our courtesy equipment is not returned within (2) business days after reception of your equipment, repaired or not;
 - > In both cases, no fees will be invoiced if the delay is caused by the shipping company (tracking info required as proof).

EQUIPMENT LIST: TRAVEL & LABOUR CHARGE

Type	Qty	Fees before discount	Discount per unit	Sub-total after discount
Anesthesia machines		\$227.25/each	\$22.00	
Dental delivery units		\$227.25/each	\$22.00	
Tuttnauer or Steria Steam sterilizers		\$227.25/each	\$22.00	
Microscopes		\$227.25/each	\$22.00	
Centrifuges**		\$227.25/each	\$22.00	
OGSI Oxygen generators		\$227.25/each	\$22.00	
Hourly rate		\$227.25/each	\$22.00	
Travel charge*		Starting at \$227.25	\$60.75	
Total				

** UNICO model CMH30, CLAY ADAMS model Triac, LW SCIENTIFIC model combo V24/M24 only

- Travel charges are based on 1 preventative maintenance visit per year. Fees will be invoiced for each additional visit requested during the year.
- Travel charges vary according to region.
- When there is a large quantity of units, and the technician cannot complete the maintenance in the same day, travel charges will be invoiced for each visit.
- If a piece of equipment is not made available during the technician's scheduled maintenance visit and he must return, travel charges will be invoiced for each visit.
- If the technician does not have the parts necessary to complete the scheduled maintenance and must return, travel charges will not be charged for the return visit.
- Training for your employees may be requested during the technician's visit. Training will be invoiced at the hourly rate described in the table above, at Dispomed's discretion.

NOTE: All parts used during preventative maintenance will be charged in addition to fees quoted above. Dispomed will advise the client before proceeding with any repair which is not part of preventative maintenance and therefore not included in this agreement.

Date: _____**BETWEEN****Representative Name:** _____**Dispomed Ltd.**

745 Nazaire-Laurin

Joliette (Quebec) J6E 0L6

Tel : 800-363-1746 / Fax : 450-759-8181

AND**Client Name:** _____**Name for Invoicing (if different):** _____**Authorized Purchaser(s):** _____**Business Card supplied:** _____**Address:** _____**City:** _____**Postal Code:** _____**Telephone / Fax:** _____**E-mail:** _____

I would like to receive, by e-mail:

☐ Technical Documents☐ Publicity**The present agreement takes effect at signature and ends:** _____**Client Signature:** _____

The Sales Coordinator must make appointments for preventative maintenance with the following authorized person(s): _____

ANESTHESIA	
Brand:	Serial #:
Model:	Last service:
Bain type:	Serial #:
Absorber type:	Serial #:
Vaporizer type:	Serial #:
Agent:	Last service:
Gas evac. Type:	

ANESTHESIA	
Brand:	Serial #:
Model:	Last service:
Bain type:	Serial #:
Absorber type:	Serial #:
Vaporizer type:	Serial #:
Agent:	Last service:
Gas evac. Type:	

ANESTHESIA	
Brand:	Serial #:
Model:	Last service:
Bain type:	Serial #:
Absorber type:	Serial #:
Vaporizer type:	Serial #:
Agent:	Last service:
Gas evac. Type:	

DENTISTRY	
Brand:	Serial #:
Model:	Last service:
High speed type:	Low speed type:
Scaler type:	Compressor type:

DENTISTRY	
Brand:	Serial #:
Model:	Last service:
High speed type:	Low speed type:
Scaler type:	Compressor type:

DENTISTRY	
Brand:	Serial #:
Model:	Last service:
High speed type:	Low speed type:
Scaler type:	Compressor type:

DENTISTRY	
Brand:	Serial #:
Model:	Last service:
High speed type:	Low speed type:
Scaler type:	Compressor type:

OXYGEN GENERATOR (OGSI ONLY)	
Brand:	Serial #:
Model:	Last service:
Year manuf.:	

OXYGEN GENERATOR (OGSI ONLY)	
Brand:	Serial #:
Model:	Last service:
Year manuf.:	

STEAM STERILIZER (TUTTNAUER OR STERIA)	
Brand:	Serial #:
Model:	Last service:
Auto/Manual:	Chamber size:
Year manuf.:	

STEAM STERILIZER (TUTTNAUER OR STERIA)	
Brand:	Serial #:
Model:	Last service:
Auto/Manual:	Chamber size:
Year manuf.:	

MICROSCOPE	
Brand:	Serial #:
Model:	Last service:
Objective type:	

MICROSCOPE	
Brand:	Serial #:
Model:	Last service:
Objective type:	

CENTRIFUGE (UNICO CMH30, CLAY ADAMS TRIAC, LW SCIENTIFIC COMBO V24/M24 ONLY)	
Brand:	Serial #:
Model:	Last service:

CENTRIFUGE (UNICO CMH30, CLAY ADAMS TRIAC, LW SCIENTIFIC COMBO V24/M24 ONLY)	
Brand:	Serial #:
Model:	Last service:

CENTRIFUGE (UNICO CMH30, CLAY ADAMS TRIAC, LW SCIENTIFIC COMBO V24/M24 ONLY)	
Brand:	Serial #:
Model:	Last service: