

FHC Service Agreements and Preventive Maintenance Programs for Clinical Products



FHC, Inc
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www.ft-co.com



24 hour technical service:
1-800-326-2905 (US & Can)
Tel: +1-207-666-8190



FHC Europe
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42A Barbu Vacarescu Str., 3rd Fl
Bucharest 020281 Sector 2
Romania

FHC Latin America
Carrera 43 A # 1sur 31
Ed. BBVA oficina 401
Medellin-Colombia

Service Agreements and Preventive Maintenance Programs

FHC sells, services, and distributes precision medical equipment around the world. In order to maintain this equipment in good working condition, FHC is required to perform a thorough inspection, recalibration, and preventive maintenance of all capital equipment every year. To meet this requirement, FHC is proud to offer several Service Agreement programs for its equipment, detailed below.

All FHC products are unconditionally guaranteed against defects in workmanship for one year from the date of shipment, provided they have been exposed to normal and proper use. Following the expiry of this warranty, customers may purchase a one-year Service Agreement to cover inspection, recalibration, and possible repair of their equipment. Purchase of a new Service Agreement will require a thorough product inspection and functional check-out of the system to ensure the equipment has not been modified or damaged. For microelectrode recording systems, this inspection is performed on-site and charged as a regular service visit.

Service Agreements do not cover damage caused by use inconsistent with the Directions For Use (“DFU”), equipment abuse, non-validated sterilization, unauthorized maintenance, missing parts, cut cables, cut tubes, or non-FHC microelectrodes. Replacement of parts not covered by the Service Agreement will be billed at list price, less 25%. FHC reserves the right to refuse the issue of a Service Agreement on equipment which is more than five years old or which has been modified or otherwise damaged.

Purchase of a Service Agreement covering a microelectrode recording system will include the following:

1. Full functional checkout
2. Recalibration of amplifiers
3. Hard drive data back-up
4. Software and firmware upgrades
5. Four hours of training on any piece of equipment in the service agreement
6. Support of the surgical procedure the next day
7. Repair/replacement of damaged system components

Purchase of a Service Agreement covering a positioning system will include the following:

1. Complete recalibration of drive system
2. Repair or replacement of broken or worn parts

Note: Some components for the Leadpoint™ and AXON™ systems are no longer available. FHC will make a best effort to locate replacement parts, but cannot be held responsible for obsolete parts. In the event that a system cannot be repaired, a pro-rated discount of the Service Agreement will be granted.

All Service Agreements will automatically renew at the end of their stated service period, but are followed by a 30 day period during which a customer may either cancel the renewal or submit a purchase order for the full balance due.

Please contact FHC at 1-800-326-2905 (US & Canada) or +1-207-666-8190 to schedule a site visit or equipment return. Site visits are normally arranged within a 7 business day window, although one day service is also available. Service is normally completed within 5 business days of receipt of equipment by FHC.

In order to process returns, FHC will require that a purchase order for the service be provided, a Return of Merchandise Authorization (RMA) number be assigned, and a Statement of Decontamination form (herein) be included with the shipment. Be sure to include a list of the items being returned, the serial numbers of the equipment, and a requested date of return.

Please contact FHC for more information, or visit the FHC website: <http://www.fh-co.com>



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Service Agreements

Guideline 4000 LP+™ and Guideline 4000™

SERV-WAR-LPP (Guideline 4000 LP+™)

SERV-WAR-GL4K (Guideline 4000™)

During the One Year Guideline 4000™ contract, FHC staff will physically inspect and recalibrate on site the Guideline 4000™ or the Guideline 4000 LP+™ and be available once for retraining during the contract period. Our Technical Service team will verify its operating condition, test calibration settings, correct and adjust settings as necessary, perform upgrades if required, and otherwise confirm its fitness for continued use. Additional training and customer support will be provided as requested during the course of the inspections. All costs of travel shall be borne by FHC. During the period of this Service Agreement, software updates (i.e., from MT-LPP-SWX.X to MT-LPP-SWX.Y) to this product will be supplied and installed at no cost. New software and hardware upgrades – i.e., hardware or software providing new system features – will be offered at 50% of list price. This agreement also includes 10 hours of technical phone support.

Leadpoint™

SERV-WAR-LDPT

The One Year Leadpoint™ Service Agreement covers the Leadpoint™ system and will include all labor and parts for one year to restore the system to original operating specifications as defined by the manufacturer should malfunction occur. This warranty also includes one day of on-site service or training per annual contract. Additional on-site services are available and will be provided at standard rates. This agreement also includes 10 hours of technical phone support.

WayPoint™ Navigator with CranialVault™ Atlas

66-WP-WC

The One Year WayPoint™ Connect Agreement covers the WayPoint™ Navigator and the CranialVault™ Atlas. All software releases, including bug fixes and feature enhancements, will be installed on the WayPoint™ Navigator remotely or in person. Also included is one day of on-site service or training per annual contract. Additional on-site services are available and may be provided at standard rates. This agreement also includes 10 hours of technical phone support.

microTargeting™ Drive

PM-mT1 (microTargeting™ Drive)

The One Year PM-mT1 Service Agreement covers the microTargeting™ Drive, Frame Adapter, and microTargeting™ Drive Lower Guide. It includes inspection of screws and threading, belt change (if necessary), pylon fit check, and complete recalibration.

STar™ Drive and STar™ Drive Manual

PM-ST1 (STar™ Drive)

PM-ST2 (STar™ Drive Manual)

The One Year PM-ST1/PM-ST2 Service Agreements cover the STar™ Drive and Frame Adapter. It includes inspection of bushings, screws and threading, belt change (if necessary), and complete recalibration.

microTargeting™ Controller and Power Assist and Position Display

PM-mT2

The One Year PM-mT2 Service Agreement covers the microTargeting™ Controller, remote, motor and/or encoder. It includes inspection of clutch plate screws, power cord (if necessary), firmware update, and complete recalibration.

**2 and 3 year service agreements are also available for 5% or 10% discounts, respectively.*



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Additional Services

Customers choosing not to purchase Service Agreements may use the service products listed below to meet FHC annual inspection and preventive maintenance requirements. These products are also available for customers with Service Agreements who require additional service or support not covered in their Service Agreement.

Clinical Support or Training

mT-Inservice

Clinical support and/or equipment training, available as onsite procedural support per day (*plus travel*), remote support per hour, or as a training course at our GNS facility near Pittsburgh, PA. Contact FHC or GNS for course offerings and fees.

Equipment Procedural Support

mT-Op-Service

Onsite equipment support per day (*plus travel*).

On-site Repair Service

mT-SVR

Onsite equipment service visit (*includes travel*), does not include part replacement or supplies. FHC will make a best effort to completely repair the equipment in a single visit, but if a second visit is required, this will require a second, separate purchase of a service visit from the customer and may require a return of the equipment to the factory for repair.

neuroCase/Single Procedure Support

mT-Case OEC

Onsite case support (*includes travel*), includes technician, MER equipment, and consumables (single track configuration; array configuration also available, call for details).

Loaners and Equipment Rental

*Leadpoint™ Loaner System**

*microTargeting™ Drive Loaner System**

*STar™ Drive Loaner System**

*microTargeting™ Controller/Remote/Motor Loaner System**

Leadpoint™, microTargeting™ Drive, STar™ Drive, and microTargeting™ Controller systems are available for 2 week loaner periods, though longer loaner periods may be available upon request. Shipping costs are not included. Contact FHC for more information.

** All loaners are subject to equipment availability.*



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FHC Service Agreement

FOR FHC USE ONLY	
AGREEMENT NUMBER: <input style="width: 95%;" type="text"/>	CUSTOMER PO NUMBER: <input style="width: 95%;" type="text"/>

This Agreement is between	and
COMPANY/INSTITUTION: <input style="width: 95%;" type="text"/>	FHC, Inc 1201 Main Street Bowdoin, Maine 04287 USA
ADDRESS: <input style="width: 95%;" type="text"/>	
STATE: <input style="width: 30px;" type="text"/> ZIP: <input style="width: 30px;" type="text"/> COUNTRY: <input style="width: 30px;" type="text"/>	

The effective term of this Agreement is for year(s). This Agreement commences on: and expires on:

This Service Agreement provides for repair of the Equipment listed below. Services included are labor and parts (excluding items specified in Section 2.0) to restore the system to original operating specifications as defined by the manufacturer.

For return and shipping instructions (see Return Process below) call **1-800-326-2905**. On site repairs incur additional service fee of \$2,048 per day.

*For On-Site service, please contact the FHC Clinical Support Office to schedule an appointment and review travel expense policy.

Equipment Listing: *A list of serial #'s covered by this Agreement, must be attached.*

DESCRIPTION:	MODEL NUMBER:	NUMBER OF DEVICES:
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Customer shall pay FHC the total Price of \$ in an annual payment, which shall be due upon receipt of FHC's invoice.

This Agreement becomes effective upon acceptance by FHC.
This Agreement is subject to the STANDARD TERMS AND CONDITIONS PROVIDED WITH THIS AGREEMENT.

Customer

SIGNATURE:
NAME: (Required - Please Print)
TITLE:
DATE:
PHONE: (Required)
CUSTOMER'S FHC ACCOUNT NUMBER:
CUSTOMER PO NUMBER:

FHC, Inc

SIGNATURE:
NAME: (Required - Please Print)
TITLE:
DATE:

Customer Purchase Order Number is required before Agreement becomes effective.

Standard Terms and Conditions

1.0 SERVICES TO BE PROVIDED

- 1.1 FHC will make reasonable efforts consistent with standard industry practice to provide the services indicated. The services shall be for the purpose of attempting to keep the Equipment in, or restore the Equipment to working order, as defined by the manufacturer's operating specifications. FHC does not assure uninterrupted operation of the Equipment.
- 1.2 Unless otherwise provided elsewhere in this Agreement, all replacement parts are furnished on an exchange basis and the parts removed by FHC become the property of FHC.
- 1.3 Equipment listed in the "Equipment Listing" section shall be accepted by FHC for service, provided the following:
 - 1.3.1 The Equipment is functionally operable in accordance with its specifications on the Effective Date of this Agreement. All labor and parts needed to render the Equipment functionally operable at the Effective Date shall be the customer's responsibility unless the parties agree to have FHC perform this work as an extra service. FHC reserves the right to inspect and test the Equipment to determine if it is functionally operable for purposes of this section 1.3.
 - 1.3.1.1 The inspection of the Equipment will be done at the Customer's facility. Arrangements must be made with FHC to conduct this inspection.
 - 1.3.1.2 The Customer will be billed a service fee for the onsite inspection of the Equipment. This fee will be due to FHC regardless of the outcome of the inspection, and will be credited toward the purchase of this Agreement.
 - 1.3.1.3 A quotation will be forwarded to the Customer detailing the repairs necessary and charges associated with them, before the repair is started.
 - 1.3.2 FHC shall have been contacted and FHC shall have issued an RMA for the equipment's return.
- 1.3 FHC will make available a Telephone Support service free to all users with Service Agreements – up to ten hours are included with each Agreement.. Telephone support will be available 24 hours a day, 7 days a week.
- 1.5 FHC will guarantee repair and return of Equipment within 7 business days of receipt of Equipment. FHC will make a best effort to provide, at no additional charge, loaner Equipment in the event that the repair requires more than the stated 7 business days.
- 1.6 FHC will provide one day of onsite service or training each year during the period of the Agreement. Additional on-site services may be provided and will be billed at an agreed upon daily rate. Training will be performed during equipment inspection visits.
- 1.7 FHC will provide manufacturer recommended calibration of the Equipment during the period of the Agreement.
 - 1.7.1 For Equipment that may be field calibrated, FHC will provide field calibration of the Equipment, upon request by the Customer, during the provided one day of onsite service or training mentioned in section 1.6 of this Agreement.
 - 1.7.2 Equipment that must be calibrated at the Technical Support Facility shall be calibrated by FHC during the period of the Agreement, provided the Return Process is followed.

2.0 EXCLUSIONS

- 2.1 Services provided shall not include repairs or parts required as a result of any of the following:
 - 2.1.1 Error, neglect, or abuse in the operation of the Equipment, or the use of it for a purpose other than that for which it was designed. Customer's failure to provide a suitable environment for the Equipment or to adequately furnish all facilities required by the manufacturer's installation manual, including, but not limited to, proper electrical power, air conditioning, and humidity control. Customer's failure to maintain the Equipment in accordance with the routine maintenance requirements set forth in any manuals covering the Equipment.
 - 2.1.2 Repair or service made or attempted by any parties other than FHC's authorized personnel without FHC's prior written consent. "Alterations", which shall include, but not be limited to, any deviation from the manufacturer's physical, mechanical, or electrical design of the Equipment.
 - 2.1.3 "Attachments" which are defined as devices which the Equipment manufacturer has not specifically designated as compatible with the Equipment, but which are nevertheless mechanically, electrically, or electronically connected to the Equipment.
 - 2.1.4 Occurrences during the transportation of the Equipment or accidents or disasters, which shall include, but not be limited to, fire, flood, water, wind, lightning, earthquake, and termination of, or surge in electric current.

- 2.2 The Services also do not include the following:

- 2.2.1 Painting or refinishing the Equipment or performing services in connection with relocating equipment; or adding or removing accessories, attachments, or other devices.
- 2.2.2 Electrical work external to the Equipment, maintenance or accessories, alteration, attachments, or other devices not furnished by the Equipment manufacturer.
- 2.2.3 Services which are unreasonable for FHC to render because of Alterations or Attachments.
- 2.2.4 Replacement of parts except for normal wear, or malfunction caused by fluids or operational supplies used by or with the Equipment.
- 2.2.5 Replacement of parts which are no longer available, or parts which have reached "End Of Life" status as designated by the original equipment manufacturer.

3.0 CHARGES

- 3.1 Any service provided by FHC outside the scope of this Service Agreement will be furnished as an "Extra Service" at FHC's standard rates for time and material and under the terms of this section unless such service is otherwise covered by a separate agreement with FHC. The customer shall pay FHC for Extra Services within 30 days after receipt of FHC's Invoice covering such services.
- 3.2 The service obligations under this Agreement may be suspended immediately upon the non-payment of any amount due FHC.

4.0 EXTENT OF LIABILITY

- 4.1 FHC MAKES NO EXPRESSION OF IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FHC SHALL HAVE NO LIABILITY UNDER THIS AGREEMENT FOR LOSS OF BUSINESS, LOST PROFITS, OR OTHER INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, NOR SHALL FHC BE LIABLE FOR ANY DEMAND, ACTION, CLAIM, LOSS, COST, DAMAGE, OR EXPENSE THAT MAY BE ALLEGED AGAINST THE CUSTOMER ARISING OUT OF PROPERTY DAMAGE, LOSS OR LIFE, BODILY INJURY, OR LOSS OF DATA, UNLESS, AND ONLY TO THE EXTENT THAT, IT IS DIRECTLY OR PROXIMATELY CAUSED BY THE NEGLIGENCE OF FHC IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT.
- 4.2 The customer shall indemnify and hold harmless FHC and FHC's directors, officers, employees, agents, and other representatives from any demands, actions, claims, loss, cost, or damage arising out of the Customer's misuse or neglect of the Equipment or Customer's failure to fulfill its obligations under this Agreement.
- 4.3 FHC shall not be responsible for any loss, damage or delay or failure to provide service caused by acts of government, strikes, fire, explosions, theft, riots, flood, civil disorder, war, usually severe weather, acts of God, the failure of others to supply parts, materials, or supplies in a timely manner, or any other cause beyond FHC's reasonable control.
- 4.4 The Customer represents that it is the owner of the Equipment, or, if not the owner, has the authority to include such Equipment under this Agreement. In addition, the customer represents that there are no outstanding liens, security interests, or other encumbrances held by any third party on any Equipment, or if such encumbrances exist, that the third party has consented to the Customer obtaining the Service.

5.0 MISCELLANEOUS PROVISIONS

- 5.1 This Agreement is assignable only with the written consent of both parties except that FHC may assign it to any of its subsidiaries, affiliates, or other related companies without the Customer's approval.
- 5.2 This Agreement represents the entire agreement between FHC and the Customer concerning the Services and supersedes all prior written and oral negotiations, representations, and agreements concerning the maintenance of the Equipment.
- 5.3 This Agreement, including the documents incorporated in it, may be amended from time to time only by a written instrument signed by an authorized representative of each party.
- 5.4 If any provision of this Agreement is declared invalid, illegal, or unenforceable under any applicable law, such provision shall be deemed omitted from this Agreement, but the remaining provisions shall continue in effect.
- 5.5 Sections 4.0 and 5.0 shall survive termination or expiration of this Agreement.

Customer is responsible for freight and handling charges to the Repair Facility, FHC will pay return freight charges. Customer is responsible for goods in transit. Return shipments will be made via UPS or FedEx 2nd Day Standard.

Clinical Support Facility address:

FHC
Ref # [RMA Number]
1201 Main Street, Bowdoin, Maine 04287 USA

Return Instructions:

- 1) Contact FHC for an RMA (Return Merchandise Authorization) number and shipping instructions. Call 1-800-326-2905 (US & Canada) or +1-207-666-8190 (rest of world).
- 2) Write down the product name, model, and serial number below, and keep for your records.
- 3) Fill out a Statement of Decontamination form, included below.
- 4) Safely package the equipment for return.
- 5) Include the Statement of Decontamination and RMA number on the **OUTSIDE** of the package and ship using the information provided by FHC.

Serial Number Record

Product / Model	Serial Number



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Statement of Decontamination Form

Company: _____ **Date:** _____

End User: _____ **Phone:** _____

E-mail: _____

Description of equipment:

Model: _____ Serial #: _____ Qty: _____

Model: _____ Serial #: _____ Qty: _____

Model: _____ Serial #: _____ Qty: _____

Model: _____ Serial #: _____ Qty: _____

List any exposure to hazardous fluids, gasses or substances- please attach copies of any MSDS sheets where appropriate:

Method of Sterilization: ETO	Biocides	Irradiation
Autoclave	None Required	
Other: _____		

I certify that the aforementioned item(s) are free of any radioactive, biohazardous or otherwise dangerous substances/ gasses and are safe for human handling.

Signature: _____ *Title:* _____ *Date:* _____

Print Name: _____ *Print Title:* _____

TO MINIMIZE DELAYS

Please attach a completed copy of this form to the OUTSIDE of your package, along with your Quote/RMA form. Products will not be unpacked without a decontamination statement.



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a division of natus.

www.alpinebiomed.com

Skovlunde 4th of January 2011

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Denmark

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Fax +45 44 57 90 10

To: **Technicians handling Keypoint/Leadpoint and sales responsible.**

End Of Life Notification.

Old optical versions. Keypoint/Leadpoint

Involved parts:

9031G001_ Green Keypoint Workstation
9031A001_ Green Keypoint Workstation
9031A002_ Green Keypoint Workstation
9031A003_ Keypoint G3 with WinME (upgrade possible)
9033A001_ KP Portable with optical communication
9033A002_ KP Portable with optical communication EP
9033A0041 KP4 with optical communication
9033A0042 KP4 with optical communication
9033A0043 KP4 with optical communication
9033A006_ KP2 with optical communication
9033A011_ KP Portable Lite version
9033A0301 Leadpoint 2
9033A0302 Leadpoint 2
9033A0311 Leadpoint 4
9033A0312 Leadpoint 4

And all systems running win98 or winME. Portable systems with electrical interface can be upgraded to winXP and workstations using our standard computer 9031G003_ can also be upgraded. Please contact your tech. support.

These systems are now very old (8-17 years) and spare parts are hard or impossible to find.

We regret to inform you that we will end the support of these products from this date.

Selling of spare parts for the above systems will also end by now.

Only possibility for repair will be to send the system to Denmark, and we will try to repair/exchange if needed.

No Guaranty for repair are made. If we can't find the needed part, repair is not possible.

Be aware that extra repair time/cost should be expected.

Please inform any customers still using these old systems.

Best regards

Michael Jensen Tech. Support Engineer

Søren Bundgaard Support Manager