

FHC Clinical Service Agreement

This Agreement is Between

Company/Institution: _____
Address 1: _____
Address 2: _____
City: _____ State: _____
Zip: _____ Country: _____

And

FHC, Inc.
1201 Main Street
Bowdoin, Maine 04287
USA

Covered Equipment

MODEL NUMBER	DESCRIPTION	SERIAL NUMBER

The term of this Agreement is for _____ Year(s) SUBJECT TO THE TERMS AND CONDITIONS PROVIDED WITH THIS AGREEMENT.

AGREEMENT IS NOT EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.

Effective date will be immediately after the expiration of current warranty, service agreement or the date a PO is received by FHC.

Customer

FHC

SIGNATURE: _____ SIGNATURE: _____
PRINTED NAME: _____ PRINTED NAME: _____
TITLE: _____ TITLE: _____
DEPARTMENT: _____ DEPARTMENT: _____
DATE: _____ DATE: _____

FHC Internal Use

Account Number: _____ Sales Order Number: _____
PO Number: _____ Date PO Received: _____



L048-01 (Rev A0 2018-06-20)

www.fh-co.com



FHC, Inc.
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Bowdoin, ME 04287 USA
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24 hour technical service:
1-800-326-2905 (US & Can)
+1-207-666-8190



FHC Europe
(TERMOBIT PROD srl)
42A Barbu Vacarescu Str, 3rd Fl
Bucharest 020281 Sector 2
Romania

FHC Latin America
Calle 6 Sur Cra 43 A-200
Edificio LUGO Oficina 1406
Medellín-Colombia

1. 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 If repair is required under 1.3.1., a quotation will be forwarded to the Customer detailing the repairs necessary and charges associated with them, before the repair is started. If repairs are not authorized, the service agreement may be cancelled.
 - 1.3.1.3 The Customer will be billed a service fee for the onsite inspection of the Equipment if the service agreement is cancelled within 30 days after the inspection.
 - 1.3.2 FHC shall have been contacted and FHC shall have issued an RMA for the equipment's return.
 - 1.3.3 FHC will make available a Telephone Support service free to all users with Service Agreements --. Telephone support will be available 24 hours a day, 7 days a week.
- 1.4 If problems cannot be resolved remotely, a FHC technician will be sent on-site as soon as possible to further diagnose and repair the problem. Alternately, the equipment may be returned directly to the Technical Support Facility for diagnosis and repair.
 - 1.4.1 If the repair cannot be completed on-site the FHC technician will arrange to have the equipment returned to the Technical Support Facility or schedule a second visit.
 - 1.4.2 If repair cannot be completed on-site the FHC technician may leave a loaner for use during repair if requested by the customer -- subject to availability.
- 1.5 FHC will guarantee repair and return of Equipment within 14 business days of receipt of Equipment.
 - 1.5.1 If FHC is unable to repair and return Equipment with 14 business days FHC will provide a loaner of equivalent Equipment, at no additional charge, if requested by the customer and available from FHC. Customer is responsible for return shipping, if needed.
- 1.6 FHC will provide onsite training during the initial inspection/calibration visit that occurs at the start of the service agreement. Additional on-site services may be provided and will be billed at an agreed upon daily rate.
- 1.7 FHC will provide manufacturer recommended calibration of the Equipment during the period of the Agreement.
 - 1.7.1 FHC will provide field calibration for some of the Equipment, during the onsite service or training mentioned in section 1.6.
 - 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. EXCLUSIONS

- 2.1 Services provided shall not include repairs or parts required because 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 relating to 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. 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. 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 OF 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. 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.
- 5.6 You may cancel this contract at any time with 30 days prior written notice. This agreement does not automatically renew without the submission of another purchase order and signed agreement indicating you wish to proceed with another year of service.
- 5.7 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.