

## Terms and Conditions of Service Maintenance Agreement - Australia and New Zealand

### 1. This Agreement

- 1.1. "Canon Medical" means Canon Medical Systems ANZ Pty Limited ABN 73 612 054 707.
- 1.2. This Agreement provides the scope of service provided by CANON MEDICAL to the Customer's equipment including; routine maintenance, remedial service, the replacement of faulty parts excluding consumable items, at a pre-determined rate with the following conditions. This Agreement is effective for a minimum of twelve (12) months unless otherwise specified in this Agreement. Thereafter, either party may terminate this agreement with thirty (30) days prior written notice. Any fee paid in advance shall be refunded pro-rata. The offer of this Agreement including charges and conditions expires unless accepted 30 days after the proposed start date of the Agreement or as otherwise shown.
- 1.3. Additional items of equipment may be added to the coverage of this Agreement at any time during the term of this Agreement with the written agreement of both Parties.

### 2. Privacy

- 2.1. The provisions of the Privacy Act 1988 (as amended) apply to any information collected by Canon Medical. Please review Canon Medical's Privacy Statement at [www.anz.medical.canon](http://www.anz.medical.canon)

### 3. PPSA

- 3.1. The Customer acknowledges the Personal Property Securities Act 2009 (Cth), or in NZ, the Personal Property Securities Act (1999), their respective regulations, or any amendment or re-enactment of those Acts; and that:
  1. this Agreement creates a purchase money security interest in products and services supplied by Canon Medical and the proceeds of these products and services ("Security Interest") without the need for any further action by any party; and
  2. Canon Medical may perfect its Security Interest in the products and services by registering the Security Interest on the Personal Property Securities Register in accordance with the PPSA.
- 3.2. The Customer waives its right to receive notice of verification statements in relation to the registration of Canon Medical's Security Interest;
  1. as long as Canon Medical retains title to and a Security Interest in the product and services;
  2. Canon Medical may, at any time, terminate any contract or agreement relating to the Equipment without notice to the Customer and may take possession of the product or withhold services.

### 4. Service Maintenance

- 4.1. CANON MEDICAL will provide Service Maintenance for the Customer's equipment shown on the face of this Agreement during hours shown excluding Company observed holidays or as shown otherwise on the face of this Agreement:
- 4.2. The Service Maintenance Coverage selected on the face of the Agreement may include:
  1. Planned routine service maintenance visits as described in the CANON MEDICAL Engineering Services Guide or other agreed document.
  2. On-call remedial maintenance as required due to equipment failure, including labour to install replacement parts.
  3. Supply of replacement parts as required on a new or exchange basis. Unless identified on the face of this Agreement; X-ray Tubes, Image Tubes, Flat Panel Detectors, Tetrodes, Detector Crystals, Ultrasound Transducers, Xenon Detector and items defined as consumable are not included.

### 5. Exclusions

- 5.1. Service Maintenance does not include; work external to the Equipment (e.g. electrical); maintenance of damage resulting from accident, transportation, Acts of God, earthquake, lightning, explosion, floods, water damage (including damaged pipes, air-conditioning and the operation of sprinklers), Customer's neglect or misuse, failure to provide the proper environment, or failure of electrical power, use of improper supplies, causes other than ordinary use or any other cause beyond the control of CANON MEDICAL; furnishing photographic material, magnetic tapes, chart paper, transducers, cables or other consumable items; painting or refurbishing the Equipment; making specification changes or modifications; service relating to relocating the Equipment; adding or removing accessories, attachments or other devices; the supply of consumables; or Spare Parts supplied or service rendered inappropriately as reasonably determined by CANON MEDICAL other than where the Spare Parts or services have been provided by CANON MEDICAL or its authorised representative by reason of alterations to the Equipment or by reason of electrical or mechanical connections to other equipment not supplied by CANON MEDICAL.
- 5.2. CANON MEDICAL reserves the right to charge the Customer for repair and adjustment required for other than normal equipment failure. This would include damage through Customer's misuse, operation error, inadequate environment conditions or improper environment, power failure or Acts of God.
- 5.3. Should the Equipment shown on the face of this Agreement be not covered by a current CANON MEDICAL Service Agreement or CANON MEDICAL warranty, prior to the start of this Agreement CANON MEDICAL personnel will inspect the Equipment and any deficiencies found will be advised to the Customer and corrected at the then current CANON MEDICAL standard hourly rates otherwise identified deficiencies, if not critical or safety related, may be excluded from cover of this Agreement.

- 5.4. In the event that replacement parts, including parts shown on the face of this Agreement, or Service Maintenance are supplied or undertaken by a person or entity other than CANON MEDICAL or its authorised representatives, this will void all warranties offered in this agreement..

### 6. Charges

- 6.1. Charges are payable as shown on the face of this Agreement within 30 days of receipt of a valid tax invoice. If the Customer requests unscheduled on-call remedial Service Maintenance other than during normal working hours, such service will be furnished at the then current CANON MEDICAL standard hourly rates including travel and may be subject to the availability of staff. Charges may be varied due to the addition of other items or variation of equipment specification requested by the Customer and shall be added to the charges due, including amounts equal to any taxes or duties payable by CANON MEDICAL in respect to the foregoing. All charges stated in this Agreement are inclusive of Goods and Services Tax (GST).
- 6.2. CANON MEDICAL may adjust the charges shown for this Agreement at 12 monthly intervals from the Agreement commencement date or at expiry by giving sixty (60) days advance written notice. However, any GST increases are immediately payable by the Customer. Upon receipt of such notice, the Customer may then elect to terminate the Agreement on the effective date shown by giving thirty (30) days prior written notice of termination.
- 6.3. All taxes and charges (including any GST) that may be imposed on the products, Spare Parts and /or services supplied shall be for the account of the Customer.
- 6.4. In the event of any payment under this Agreement becoming more than thirty (30) days overdue, CANON MEDICAL shall have the right to terminate the Agreement without prejudice to its right in respect to the payment due under this Agreement by giving written notice at least fourteen (14) days prior to termination.

### 7. Warranty

- 7.1. CANON MEDICAL warrants that:
  1. The services are provided with due care by appropriately skilled people,
  2. It has appropriate levels of Public Liability Insurance, Professional Indemnity Insurance and Worker's Compensation Insurance, and,
  3. All warranties expire on termination or expiration of this Agreement

### 8. Limitation of Liability

- 8.1. The liability in contract of CANON MEDICAL under this Agreement shall be limited to providing Service Maintenance. In no event shall CANON MEDICAL be liable for loss of anticipated profits or consequential or special damages. CANON MEDICAL's sole liability in contract shall be limited to resupplying the service. CANON MEDICAL shall not be liable for any delay to provide Service Maintenance whatsoever and shall not be liable for any failure to provide Service Maintenance under this Agreement caused by Acts of God, strikes, or any causes beyond the reasonable control of CANON MEDICAL.

### 9. Access to Equipment

- 9.1. Subject to all reasonable directions of the authorised Customer representative, CANON MEDICAL shall have full and free access to the Equipment to perform Service Maintenance within a safe and adequate area.
- 9.2. The Customer warrants that, except as disclosed in writing to CANON MEDICAL prior to commencement of any Service Maintenance, the site is and will be free of all hazardous substances and will constitute a safe working place for the purposes of the installation and /or Service Maintenance by CANON MEDICAL, its employees, agents and contractors.
- 9.3. The Customer shall remove all biohazards prior to, and any identified by the engineer during, Service Maintenance. CANON MEDICAL and its engineers are not responsible for cleaning biohazards and Service Maintenance will be suspended if any such risks exist or are identified at the time of or during Service Maintenance.

### 10. Miscellaneous

- 10.1. This Agreement and attachments signed by both parties constitutes the entire Agreement between the Customer and CANON MEDICAL and supersedes any previous Agreement, understanding or order between the Parties. No modification or waiver of these Terms and Conditions of this Agreement shall be binding unless made in writing and signed by both parties.

### 11. Products and Service Agreements

- 11.1. Separate Terms and Conditions relating to new Products and additional Services supplied by Canon Medical are provided with each Proposal, Quotation or Agreement.