

## Terms and Conditions of Service Request and Report - Australia and New Zealand

### 1. This Report

- 1.1. "Canon Medical" means Canon Medical Systems ANZ Pty Limited ABN 73 612 054 707.
- 1.2. Provides a record of service work performed at the Customer's request on their equipment
  1. under installation;
  2. covered by a Canon Medical Warranty;
  3. covered by a Canon Medical Service Agreement;
  4. covered by a Canon Field Modification, or;
  5. for any other service work carried out for the Customer ("Billed Service").

### 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. Billed Service

- 4.1. Where Canon Medical provides Customers a Service Quotation for Billed Service by the hour or quoted agreed price including routine maintenance, remedial service and the supply of spare parts, the following conditions apply:

### 5. Service Maintenance Hours

- 5.1. Canon Medical's normal hours of service are 08.30 - 17.00 Monday to Friday excluding company observed holidays. Out of hours service is also available on request subject to the availability of staff.

### 6. Spare Parts

- 6.1. All Spare Parts are supplied on "an exchange basis". Canon Medical may elect to supply either new or refurbished spare parts as required. Refurbished spare parts carry the same warranty as the equivalent new spare part. Canon Medical may apply a surcharge of 30% to the price of Spare Parts if the faulty Spare Part is not returned to Canon Medical within 14 days of supply.

### 7. Charges

- 7.1. Invoices will be submitted for the Service performed and Spare Parts supplied and are due and payable within 7 days. Hourly Service charges are based on Canon Medical's normal hourly rate or after hours rate as applicable. Spare Parts are charged for on the basis of the rates shown in Canon Medical's then current Spare Parts Price List. All charges stated in this Service Report are inclusive of Goods and Services Tax (GST). Charges for the Service and Spare Parts are subject to review and may be adjusted at any time without notice. In the event that any payment due to Canon Medical becomes more than thirty (30) days overdue, Canon Medical reserves the right to withhold the supply of Service or Spare Parts, notwithstanding any previous agreement to provide the same without prejudice to its rights in respect of the payment due.

### 8. Warranty

- 8.1. Should any defect; in work carried out by way of Billed Service or any defect inherent in any Spare Part provided in association with Billed Service or where the Spare Part was purchased from Canon Medical; be reported to Canon Medical within a period of ninety (90) days from the date on which the Service or Spare Part was provided; Canon Medical, at its sole discretion, will make good the defect at no cost to the Customer by either supplying the Billed Service again or by repairing or replacing the Spare Part concerned, except that; where an Express Warranty is given by Canon Medical in relation to any Spare Part; including but not limited to X-ray Tubes and Detectors, the Customer's rights shall be governed by the Express Warranty concerned. The use of appropriate test equipment shall be documented and a current calibration certificate included in a submission when claiming Warranty on a spare part purchased from Canon Medical but not installed by Canon Medical. This Warranty does not extend to consumable items.

### 9. Statutory Rights

- 9.1. The warranty set out in the previous paragraphs gives the Customer specific legal rights. In addition, where the Customer is a consumer as defined by the Australian Consumer Law, the Commerce Act (NZ), the Fair Trading Act (NZ) or any other applicable legislation (the "Act") then certain terms and rights will

be implied into this Agreement for the benefit of consumers which cannot be excluded, or modified by any provision of this Agreement.

### 10. Limitation of Liability

- 10.1. Except as provided in the previous paragraphs, Canon Medical's obligations and liabilities shall be limited to those set out under the heading "Warranty" and without limitation to the generality thereof, shall not extend to:
  1. Any fault or failure other than that in relation to which the Billed Service was provided including where that fault or failure was caused by the original fault or failure.
  2. Any and all faults or failures caused by or arising from transportation of the Equipment; any neglect or misuse of the Equipment; failure to provide the proper environment for the operation of the Equipment; use of inappropriate or incompatible consumable or supplies; failure of, or fluctuation in power supply; water damage including, but not limited to, damage arising from air conditioning systems, sprinklers, supply pipes, waste pipes or building leaks; fire, explosion, acts of war or terrorism or the like, Acts of God including, but not limited to, earthquake, lightning strike or flood.
  3. Consequential loss or damage of any kind including, but not limited to, loss under existing contracts, agreements or understanding or of future or anticipated income or profits.
  4. Third party losses, costs or damage.

### 11. Force Majeure

- 11.1. Canon Medical is not obliged to respond to any request for service, however, where it agrees to provide service, it shall not be liable in any way for any failure to provide, or delay in providing, such service where such failure or delay results from any cause beyond the reasonable control of Canon Medical including, but not limited to, strikes or other industrial action, failure of services or Acts of God.

### 12. Access to the Equipment

- 12.1. Subject to all reasonable directions of the authorised Customer representative, Canon Medical shall have full and free access to the Equipment shown to perform Service Maintenance within a safe and adequate area.
- 12.2. 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. 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

### 13. Miscellaneous

- 13.1. This Agreement 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.

### 14. Products and Service Agreements

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

### 15. Strategic Products

- 15.1. The Customer acknowledges that Products and their technologies marked with a "#" symbol in any Canon Medical agreement or on the face of any Canon Medical invoice, are classified as Strategic Products under Export Control Laws and regulations and as such should not be exported without the appropriate Governmental authority.

### 16. Installation Waste

- 16.1. The parties agree that where Canon Medical is required to remove installation waste from the Customer's premises, title to such installation waste is deemed to vest with Canon Medical.