

Terms and Conditions of Warranty - Australia and New Zealand

1. The Period of Warranty hereunder shall commence upon the Installation Completion Date or the First Patient Examination Date should the First Patient Examination Date precede the Installation Completion Date, notwithstanding the fact that additional modification, test and/or service of the equipment may be made at a subsequent time.
The First Patient Examination Date is the date the equipment is first used by the Customer to examine patients.
2. Canon Medical's Warranty service hours are 09:00 - 17.00 Monday to Friday excluding company observed holidays. Out of hours service is also available on request subject to the availability of staff, at additional charge.
3. Should any defect inherent in the equipment supplied, as shown on the reverse, become apparent within the Period of Warranty, Canon Medical will make good the defect at no cost to the Customer by, as appropriate and at Canon Medical's sole discretion, either supplying the equipment again or repairing it, except that where an Express Warranty is given by Canon Medical in relation to any equipment including, but not limited to X-ray Tubes and Detectors, the Customer's rights shall be governed by the Express Warranty concerned.
4. This Warranty does not extend to consumable items.
5. Defective, worn or replaced parts and/or components etc. in part or whole, become the sole property of Canon Medical.
6. Canon Medical shall have full and free access to the equipment covered by Warranty in order to service it within a safe and adequate area. The Customer is responsible for cleaning of and/or removal of biohazards from the equipment and the room in which the equipment is installed.
7. 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.
8. Except as provided in the previous paragraph, Canon Medical's obligations and liabilities shall be limited to those set out above, and without limitation to the generality hereof, shall not extend to:
 1. 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 a proper environment for the operation of the equipment; use of inappropriate or incompatible consumables 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 or building leaks; fire, explosion, acts of war or terrorism or the like; acts of God including, but not limited to earthquake, lightning strike and flood.
 2. consequential loss or damage of any kind including, but not limited to, loss under existing contracts, agreements or understandings of future or anticipated income or profits.
 3. third party losses, costs or damage.
9. Force Majeure; Canon Medical shall not be liable in any way for any failure to provide, or delay in providing, such Warranty 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
10. No Modification or waiver of these Terms and Conditions shall be binding unless made in writing and signed by both parties.