## WAVE IMAGING SOLUTIONS

8638 Twinbrook Rd. Unit 3 Mentor, Ohio 44060

Service Phone: 440-975.3316

Fax: 440-205-1067

## **EFFECTIVE DATE EXPIRATION DATE**

Sales Order	Number:	

Illtra Car	e PM Servi	00	
Oura Car	e r ivi servu	CE	

Wave Imaging Solutions.	ACCEPTANCE	Purchaser
MODEL#	DESCRIPTION	SERIAL#
PM SE	RVICE CONTRACT – COV	ERED ITEMS
this document. The total charge for such service is agreement. The first installment is due and payable	specified above, plus any additional charges con to on the effective date of this agreement and other vides for service to be performed by Wave Image	and conditions specified on the back of, and any addenda to imputed in accordance with the terms and conditions of this er installments are due and payable at the beginning of each ging Solutions as specified herein, exclusive of Wave 15 days pending acceptance of this agreement.
(5% Discount Included)	(	3% Charge Added)
Annual Payment in Advance: (Multi-Year, or Auto Renewal) of		Quarterly Payments of: \$
1 @ Net 30 Terms	(	emi -Annual Payments of: \$ 3% Charge Added) in Advance 1 @ Net 180
This Service Agreement payable in ac	•	
* Place PM Sticker on system with Date of	PM and NEXT PM Date Due reminder filled ou	at.
<ul> <li>* Make back up disk of customer presets an</li> <li>* Leave a copy of PM Service receipt for cu</li> </ul>		
	em brakes and wheels and adjust if available	
* (2) Preventative Maintenance Inspection /		
<ul> <li>Cleaning of User interface and panels with</li> <li>Calibration of Touch Screens and monitor</li> </ul>	h Hospital grade disinfectant (Neutra-Dis Geri	micidal Detergent)
* Cleaning of all Filters	-	
* Labor and Travel  * Comprehensive System & Transducer Tes	sting with Phantom Images Left with Customer	
* Quality Assured Trained personnel with	h Training Certificates on various ultrasound	l systems
Wave Imaging Solutions - Ultra Care - PM Serv		IIIOATIONO
Fax:	ERVICE CONTRACT SPEC	IFICATIONS
Phone:	Phone: Fax:	
Contact	Contact:	
Name Address		
NT		

<u>Terms</u>: The Agreement shall be in full force and effect from the date of acceptance by Wave Imaging Solutions (the "Company") for a period of one year thereafter, and shall be renewed annually thereafter unless notice in writing is delivered terminating the Agreement within 30 days prior to the anniversary date. This Agreement will be terminated prior to the one year anniversary in the event that Customer fails to make any payment when due or upon breach of this Agreement by Customer. Upon termination, all obligations and duties of the company shall be terminated.

**System Maintenance:** The Company shall provide preventive maintenance, Twice a Year, pursuant to the service contract specifications for the equipment subject to this Agreement. However, the Company shall not be obligated to provide repair, maintenance, or replacement for any pre-existing conditions.

<u>Limitation of Liability</u>: Wave Imaging Solutions SHALL NOT BE LIABLE FOR (1) LOST INCOME OR PROFITS, (2) DAMAGES OF ANY KIND, INCLUDING CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF, OR RELATED TO THE SERVICE OR PARTS PROVIDED HEREUNDER, OR THE USE, OPERATION OR PERFORMANCE OF THE EQUIPMENT, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, OR (3) ANY CLAIM OR DEMAND AGAINST THE CUSTOMER BY ANY THIRD PARTY RESULTING FROM THE USE OR OPERATION OF THE EQUIPMENT THE COMPANY'S LIABILITY SHALL BE LIMITED TO REPLACEMENT OF THE DEFECTIVE PARTS OR PROVISION OF THE REQUIRED SERVICE.

**Payments:** Customer agrees to make the payment(s) set forth on the front hereof on the date due. In the event that the Company provides service and or parts that are not covered under this Agreement, the Customer shall pay for any such non-covered parts or service within thirty (30) days of the date of service.

**Exclusions:** If the equipment subject to this Agreement is or becomes incapable, for any reason, of being kept in satisfactory operating condition through normal repair and servicing, Wave Imaging Solutions and/or the customer may cancel this Agreement by providing 30 day written notification. After receipt of such notification, monies paid will be refunded on a prorated basis.

<u>Law Governing Agreement</u>: This Agreement shall be governed by and interpreted according to the laws of Lake County Ohio. Any suit or claim brought under or regarding this Agreement or the services of the Company shall be brought and maintained in the courts of Lake County, Ohio. Customer consents and submits to the jurisdiction of the courts of Ohio.