



EPICARE WARRANTY SERVICE ORDER

Clinic Name:

Serial Number:

Address:

City, State, Zip:

Phone:

Point of Contact:

Email:

Ticket #

OFFICE USE
ONLY

Date:

Item #	Type	Item	Unit Price	Qty	Ext Price
60-200	W	EpiCare 1-year Service & Warranty, Vimago	\$24,900.00	1	\$24,900.00

TOTAL

\$24,900.00

EpiCare Coverage Date will begin on the 1st of the following month after customer signature.

If you would like to inquire about purchasing multiple years of EpiCare, please email
Warranty@EpicaInternational.com.

TERMS AND CONDITIONS

1) **General:** All of the following terms and conditions apply to the purchase of the equipment and services indicated in the preceding sales order. In the event the customer uses a separate PO of the customer to place the order offered on the preceding sales order, these terms still apply and supersede and terms on the PO. The term of these terms and conditions will last for the duration of any warranty or service coverage period included herein or extended at the end of this term.

2) **Installation:** Initial installation will be in a single location of the customer's reasonable choice. Locations up or down stairs or that require extraordinary measure may result in an additional charge to the customer after installation. Epica will make its best effort to inform customer of any additional costs prior to installation based on information provided by customer.

3) **Training:** Training will be provided for time indicated on Sales Order. Customer is responsible to make available staff for adequate time. Epica recommends to train doctors for general usage and viewing of studies, and 2-4 individuals for in depth training who will be able to provide training to the rest of the staff. Additional on-site training is available at any time, for an additional charge.

4) **EpiCare Service and Warranty Coverage:** EpiCare coverage will be provided for a 12 month period following installation. EpiCare Coverage includes: A) warranty for breakage or defects including hardware and software, time and materials excepting damage caused from misuse, negligence, traumatic damage, fire, flood, or acts of god. B) 24-7 support by telephone and with Team Viewer live connection by calling (949) 238-6323, Option 1. It is customer's responsibility to provide an adequate internet connection. C) Ongoing training and support administered remotely with Team Viewer connection. D) Preventative maintenance including provision of a phantom for calibrations as needed. E) Software/firmware updates as released and deemed same-product update by Epica. E) Marketing Support – Epica will provide marketing support with email blast templates and print-ready artwork for customer brochures.

5) **Facility Requirements:** Customer is responsible to provide facility ready for installation including electrical and any shielding as required by local and state jurisdiction. Customer is responsible for obtaining advice of physicist, architects, engineers or other professionals as needed to determine facility needs required by relevant local or state governmental agencies. Epica is not responsible for and does not warrant any advice or recommendations provided related to shielding or facility needs.

6) **Delivery Terms:** Epica will ship products FOB Destination, freight prepaid and cost of shipping will be added to Customer's sales order and invoice. Title to product and risk of loss pass to Customer upon arrival at destination designated by Customer. Epica will make every reasonable effort to meet customer's requested delivery timelines but is not liable for failure to meet any such dates.

7) **Payment Terms:** All prices listed on sales order and invoice are in US Dollars. All payments are due in US Dollars unless Epica agrees otherwise expressly in writing. Customer is responsible for, without limitation, all sales, use, and value added taxes applicable to the purchase of products. Epica's obligation to ship products on sales order may be subject to credit check approval. Late payments of more than 30 days are subject to interest charges of 1.5%/month (or maximum allowed by law if lower). Epica reserves the right to change price of any products or services at any time prior to accepting sales order. All sales are final. Any returns must receive an RMA from Epica Customer Support (949) 238-6323, Option 1.

8) **Use and Handling of Products:** Customer will only use product in a manner and for reasons as specified in provided manual and training materials. Customer understands that product is an x-ray emitting device and agrees to follow any relevant safety guidelines for such a device.

9) **Customer Indemnification:** Customer agrees to indemnify, hold harmless and defend Epica and its officers, directors and employees against any and all liability, damages, judgments, awards, fines or costs (including without limitation reasonable attorneys' fees and expenses of arbitration, litigation or settlement) in connection with any claims, demands, losses, causes of action, damages, lawsuits, disputes, judgments or proceedings arising out of or relating to the use of the Products ("Claims"), including without limitation, any Claims in the form of tort, contract, warranty, or strict liability and regardless of whether such Claim has any factual or legal basis unless proximately caused by the sole gross negligence or willful misconduct of Epica. Customer shall not settle or dispose any claim in any manner which could negatively affect the rights or liability of Epica without Epica's prior written consent, which shall not be unreasonably withheld. Epica's liability is limited to the price paid for the product(s).

10) **Proprietary Technology:** Customer agrees not to directly or indirectly allow reverse engineering of the product(s). All software and Firmware is licensed to Customer but remains the property of Epica in perpetuity.