

Stericare Service Plan Terms and Conditions

1. DEFINITIONS

- 1.1 "Equipment" means the equipment specified in the "Equipment Covered" section in the service plan registration document.
- 1.2 "Site" means the site specified in the "Customer Details" section in the service plan registration document.
- 1.3 "Annual charge" means the total charge payable for each specified piece of equipment by the customer annually in advance.
- 1.4 "Site Visit" means a visit to the site for the purpose of carrying out inspections, validations, repairs and routine maintenance of the equipment as per the maintenance schedule.
- 1.5 "Company" means Stericare which is the trading name of Thompson Cains Ltd.

2. PERIOD OF SERVICE PLAN

- 2.1 This Service Plan is effective for a period of one year from the commencement date or the date payment is received by Stericare.

3. MAINTENANCE SERVICES

- 3.1 Service Plan Cover - The type of service plan and the details of cover are shown in the service plan registration document.
- 3.2 Where an emergency repair visit is made and the request is shown to be without foundation or due to customer misuse, Stericare reserve the right to charge the customer for this visit.
- 3.3 Stericare at its sole discretion may supply and fit adequate replacement parts or components which are not the same as the parts replaced.
- 3.4 Stericare shall not be held responsible for any delay in the provision of spare parts by suppliers.
- 3.5 The maintenance repair and replacement of parts shall not include or extend to:
 - a) modifications or additions to the equipment.
 - b) peripheral cosmetic or decorative items. Chambers, Chamber furniture including trays and any plastic mouldings and decals plus any site labour incurred in replacement.
 - c) wear or tear and damage caused by corrosion and / or rust.
 - d) defects resulting from misuse or neglect of, or accident to the equipment.
 - e) equipment contamination with radioactive or noxious material or in an otherwise obviously dangerous condition
 - f] Printer consumables and printers, dataloggers and cards and any associated electronic drivers for these parts plus any site labour incurred in replacement.
 - g) Unless stated door seals, and any service parts
- 3.6 Parts will be replaced as Stericare considers necessary in the interest of performance or safety. If not excluded the customer shall pay at the then current price.
- 3.7 Emergency repair visits shall be charged to the customer by Stericare at the rates applicable at the time of request if not included.
- 3.8 Where in the opinion of Stericare satisfactory operation of the equipment becomes dependent upon the need to recondition the equipment, Stericare will notify the customer in writing and submit a cost estimate to be approved by the customer. Such costs will be in addition to the annual charge.
- 3.9 Servicing and validation will be carried out to manufacturer's guidelines during the period of this plan. If at the request of the customer compliance with different guidelines are requested then the customer will pay Stericare any additional maintenance charges.
- 3.9i Stericare reserves the right to charge for parts fitted at the first service visit of a new or lapsed service plan in order to bring the equipment to within specification
- 3.9ii If your Steriplan is inclusive of emergency repair visits and/or parts then any repair visits requested or parts used once the maximum cycles per annum are exceeded will be charged at the current price.
- 3.9iii Multiple unit discounts apply to machines at the same site that are available to work on at same visit. 2 machines 3%, 3 machines 5% and 4 or more machines 10%.

4. REFUNDS

No refund will be given for any un-expired period of this service plan unless cancelled by Stericare .

5. USE OF SUB-CONTRACTORS

Stericare reserves the right to use sub-contractors to carry out all or part of the services to be provided under this contract.

6. LIMITATION OF OBLIGATIONS

Stericare shall not be liable if it is unable to carry out its obligations under this contract due to industrial dispute or *force majeure*.

7. CARE OF EQUIPMENT AND SERVICE APPOINTMENTS

- 7.1 The customer shall keep and operate the equipment in accordance with the instructions and advice of the equipment manufacturer and Stericare and shall give Stericare and its authorized contractor's servants and agent's access to the equipment for the purpose of carrying out maintenance services and emergency repair visits.
- 7.2 The exact date when Stericare will carry out the service described above will be at the sole discretion of Stericare who will give the customer reasonable notice of any visit. If, at the request of the customer and subject to the agreement of Stericare, Stericare shall carry out any part of the service outside its normal working hours, the customer will pay Stericare additional charge for out-of-hours service.
- 7.3 The exact time when Stericare will carry out the service described above will be at the sole discretion of Stericare between the hours of 9:00 am and 5:00 pm. Should a specified time be required then the customer will pay Stericare any additional charges.
- 7.4 Stericare reserves the right to charge a callout charge should the notice period of cancelation of a planned visit be less than 24 hours.
- 7.5 The customer will not, nor allow any third party without the prior written authority of Stericare., to carry out any work on the equipment during the period of this service plan.
- 7.6 Stericare reserves the right to make a charge over and above the annual charge if the equipment is not available to the engineer within a reasonable time of their arrival on the appointed day.
- 7.7 Stericare reserves the right to charge the customer toll and parking charges incurred in attending the site.
- 7.8 To ensure that its staff are not exposed to health and safety risks Stericare requires that its customers comply with current Health and Safety regulations. Where a visit is aborted due to non compliance then Stericare reserves the right to charge the customer for this visit.

8. EXCLUSIONS

- 8.1 Stericare shall have no liability for any loss or damage of any kind arising from the following :
 - a) any defect or failure of the equipment however occasioned other than by its negligence.
 - b) by reason of any circumstances beyond its control.
 - c) any defect or inadequacy attributable to the original design of the equipment.
 - d) any defect recovered by any manufacturer's or supplier's warranty.
 - e) the fabric of the site.
 - f) any defect caused through malicious or wilful act negligence misuse or third-party interference.
 - g) any defect or damage occurring from a failure of the public electricity or water supply.
 - h) making good any damage resulting from fire, flood, lightning, explosion, storm, frost or other natural hazards war or civil disorder.

9. LOAN EQUIPMENT

- 9.1 Stericare is unable to guarantee the following: The supply of any loan equipment as this will be subject to availability. The supply of the exact model of loan equipment being repaired and that the loan equipment is validated to HTM01-05/ HTM2010 / HTM2030.

10. PRICES

- 10.1 Stericare reserves the right to alter or amend any of their published price lists without notice