

Stericare Rental Plan Terms and Conditions

1. DEFINITIONS

- 1.1 "Equipment" means the equipment specified in the "Equipment Covered" section of the Rental Plan summary document.
- 1.2 "Site" means the site specified in the "Customer Details" section in the service plan registration document.
- 1.3 "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.
- 1.4 "Company" means Stericare which is the trading name of Thompson Cains Ltd.

2. PERIOD OF RENTAL PLAN

- 2.1 This Rental Plan is effective for the period stated in your Rental Plan Summary document.

3. MAINTENANCE SERVICES

- 3.1 Rental Plan Cover - The type of rental plan and the details of cover are shown in the rental plan summary document.
- 3.2 Stericare at its sole discretion may supply and fit adequate replacement parts or components which are not the same as the parts replaced.
- 3.3 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, any external plastic mouldings and decals.
 - 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
- 3.6 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.
- 3.7 If during the rental period the annual usage chosen is exceeded then the customer will be invoiced monthly for the difference between the original monthly payments and the monthly payments of a rental plan which covers the additional annual usage plus a 10% administration fee.

4. 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 rental plan.

5. LIMITATION OF OBLIGATIONS

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

6. CARE OF EQUIPMENT AND SERVICE APPOINTMENTS

- 6.1 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.
- 6.2 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.
- 6.3 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.

- 6.4 Stericare reserves the right to charge a callout charge should the notice period of cancellation of a planned visit be less than 24 hours.
- 6.5 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 rental plan.
- 6.6 Stericare reserves the right to make a charge outside of the rental agreement if the equipment is not available to the engineer within a reasonable time of their arrival on the appointed day.
- 6.7 Stericare reserves the right to charge the customer toll and parking charges incurred in attending the site.
- 6.8 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.

7. EXCLUSIONS

- 7.1 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.

8. LOAN EQUIPMENT

- 8.1 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.

9. RENTAL PLAN EXPIRY

- 9.1 Upon completion of the rental plan term ownership of the equipment is retained by Stericare.

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