

## SERVICE CONTRACT TERMS & CONDITIONS

This contract provides owners or users with a standard form of service on a yearly basis for the reasonable normal life of the equipment in accordance with the terms set forth below. This contract is to become effective immediately upon acceptance and signature by the Blue Ridge X-Ray Company and the holder of the Contract.

1. **EQUIPMENT:** This contract covers only equipment listed on the Service Contract Option selected.
2. **INSPECTIONS:** Each unit covered by this contract shall be inspected based on Contract selection. Repairs and adjustments will be made provided that the need arises from normal usage and not abuse, labor disputes, fire, water, explosion or as a result of improper power, water or environmental conditions which are the responsibility of the contract holder. These inspections shall consist of items listed on accompanying "equipment performance test" report completed by the servicing engineer.
3. **REPAIR:** The Blue Ridge X-Ray company shall repair all items which fail under normal usage according to Contract. Where repair is not possible, replacements will be made according to contract option chosen.
4. **COMPONENT EXCHANGE:** The Blue Ridge X-Ray Company may, at its discretion, exchange or make modification to components. Only those components which have not been altered by the user in such a fashion as to destroy their intrinsic value will be considered suitable for exchange or modification.
5. **MODIFICATIONS:** This contract shall not include any modifications or additions that may be called for by Federal or Local regulations.
6. **EMERGENCY SERVICE:** In addition to the regularly scheduled inspection visits according to the Contract, the Contract terms will be in place Monday through Friday, 8:30 am to 5:00 pm CST. In the case of emergency breakdowns, every reasonable effort will be made to give as early as preferred attention as possible in such circumstances. Remote support for the hours of 5:00 pm to 8:30 am Monday through Friday CST shall be billable at \$195.00 per hour for RADIOGRAPHIC and \$225.00 per hour for DIGITAL with a one-half hour minimum. On-site service support for the hours of 5:00 pm to 8:30 am Monday through Friday CST, and weekends, shall be billable at \$292.50 per hour for RADIOGRAPHIC and \$337.50 per hour for DIGITAL with a 2-hour minimum plus travel time.
7. **ACCESS:** The customer agrees to allow Blue Ridge X-Ray adequate access to the RADIOGRAPHIC or DIGITAL UNIT, both on site and remotely, to perform all tasks necessary to meet its obligation under the signed Contract.
8. **ASSISTANCE:** The holder of the equipment shall give reasonable cooperation in providing aid in the form of manual labor to assist in, or equipment for the moving or transport of heavy items and with the services of electricians, plumbers, masons, carpenters, or other craftsmen where such services may be necessary in modifying or correcting the customer's facilities. Such service is to be provided promptly.
9. **RESPONSIBILITY:** All Services are to be performed in good faith, but no responsibility can be assumed for delays by suppliers in providing material or services, for acts of God, decrees or acts of Government, strikes, and delays of transportation, interruption of business of either party or other causes beyond the control of Blue Ridge X-Ray Company, Inc.
10. **TERMS OF CONTRACT:** The fee of this contract shall be payable in advance. This contract shall be in effect for a term of 12 months and is automatically renewable for successive periods of 12 months unless either party gives written notice within 60 days of the end of the terms of this contract.
11. **LIMITATION:** All of the above service will be continued during the life of this agreement. The agreement does not include complete overhauling or rebuilding. When, in the opinion of Blue Ridge X-Ray, an overhaul becomes necessary, an itemized estimate covering the cost, material, freight, and packing costs will be presented for the holder's approval before work is started. These costs will be billed separately from the service contract agreement with the customer's approval. This contract does not cover damage caused by abuse.
12. **ADDITIONAL SERVICES:** Any additional service not covered within this contract shall be provided at the current hourly rate.