



200 Shadylane Drive ~ Philipsburg, PA 16866

## QBC HEMATOLOGY SYSTEM SERVICE AGREEMENT/ SERVICE AGREEMENT RENEWAL

QBC<sup>®</sup> Diagnostics Service Agreement plan is a single swap or double swap program which can be contracted for one or two years. **Single Swap** provides the original instrument or the centrifuge to be repaired or replaced with a factory remanufactured and calibrated instrument shipped to your location within 1-2 working days. **Double Swap** provides for your QBC<sup>®</sup> instrument to be repaired and returned to you. In the meantime, while your instrument is being repaired it is replaced with a factory remanufactured and calibrated instrument (loaner) within 1-2 working days after our receipt of notification from you that your system needs repair. After your instrument is repaired, it is returned to you and you return the loaner to us. The user agrees to return the malfunctioning unit immediately upon receipt of the loaner unit, packing the unit carefully in the boxes supplied by QBC<sup>®</sup>. All costs associated with labor, shipping and parts (see "Excluded Parts" on reverse side) will be assumed by QBC<sup>®</sup>. After processing is completed at QBC<sup>®</sup>, a copy of this agreement will be mailed to you.

FOR THE CUSTOMER: *Please complete the areas below. Return this form with check or credit card information to the attention of QBC<sup>®</sup> Diagnostics, Inc. Accounts Payable.*

Model #	Serial #	Installation Date	Effective Period	Amount
<b>TOTAL:</b>				
Single Swap ____	Autoread System ____	Centrifuge ____	One Year ____	
Double Swap ____	STAR System ____	Autoread Only ____	Two Years ____	

Customer # _____		Check # _____	
Credit Card # _____		Expiration Date: _____	SEC Code: _____
Name on Credit Card: _____			
Billing Address: _____			
		City/ State	Zip
Institution:		<b>For QBC<sup>®</sup> Diagnostics, Inc. Use Only:</b>  Authorized Signature:  Type/ Print Name:  Title:  Date:  Contract Number:	
Address:			
City/State/Zip:			
Authorized Signature:			
Type/Print Name:			
Phone:			
Date:			

**THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE WHICH CUSTOMER ACKNOWLEDGES HAVING READ. THIS AGREEMENT WILL BE EFFECTIVE ONLY UPON EXECUTION BY CUSTOMER AND QBC<sup>®</sup> DIAGNOSTICS<sup>™</sup>, INC.**

## SERVICE AGREEMENT TERMS AND CONDITIONS

- SERVICE HOURS:** Telephone service is available 9:00AM – 5:00PM (Eastern Time) Monday through Friday except holidays.
- TERM OF AGREEMENT:** The term of this agreement is as listed. Either party may terminate this agreement by issuing thirty (30) days written notice. Refunds shall be prorated based upon QBC<sup>®</sup> Diagnostics' established proration policy in effect at time of termination. Such probation policy will be made available to user upon user's request.
- PAYMENT TERMS:** A check or visa must be submitted at time of contract initiation or renewal.
- PARTS:** At QBC<sup>®</sup> Diagnostics' discretion, parts supplied may be new or remanufactured to original factory specifications. Exchanged parts become the property of QBC<sup>®</sup> Diagnostics, Inc.
- EXCLUDED SERVICES:** QBC<sup>®</sup> shall not be obligated to provide services under this agreement to repair damage caused by: fire or explosion of any origin; aircraft; war; any act of nature but not limited to lightning, windstorm, hail, flood, or earthquake, negligence, alteration, misuse or abuse, relocation or reinstallation of equipment; or installation or use of unauthorized parts, consumables or peripheral equipment. When such service is required, it shall be at QBC<sup>®</sup> Diagnostics' prevailing rates of labor, travel, and material. QBC<sup>®</sup> reserves the right to cancel this agreement, if, in the opinion of QBC<sup>®</sup>, the user fails to perform routine maintenance as prescribed in the user's manual.
- EXCLUDED PARTS:** This agreement covers all non-consumable components of the system. All other items now or hereafter listed on QBC<sup>®</sup> Diagnostic consumable parts and supplies list are excluded from coverage. External printer is not included.
- USER RESPONSIBILITY:** User represents that the equipment covered by this agreement has been installed and maintained in accordance with QBC<sup>®</sup> Diagnostics recommendations. If the instrument has not been maintained by QBC<sup>®</sup> for three (3) months prior to effective date listed, either by warranty or Service Agreement, an inspection at QBC<sup>®</sup> Diagnostics' facility shall be required to ensure that the instrument meets QBC<sup>®</sup> Service Agreement acceptability standards. This inspection, as well as any repairs required, will be charged at QBC<sup>®</sup> Diagnostics' prevailing rate for labor, shipping, and material.
- MISCELLANEOUS:** The user acknowledges that user has read this agreement and agrees to be bound by its terms. Purchase of this agreement indicates acceptance of all its terms and specifications as detailed above. The user agrees that this document is the complete and exclusive statement which supersedes all prior agreements and proposals. This agreement may not be modified except by written agreement of both parties.
- This agreement cannot be assigned by user without the written consent of QBC<sup>®</sup> Diagnostics. This agreement will be governed by the laws of the State of Pennsylvania. Venue on any action arising out of this agreement will be proper only in the Federal or State Courts in the State of Pennsylvania.
- WARRANTY AND LIMITATION of LIABILITY:** Subject to the exclusions set forth in the sections captioned "EXCLUDED SERVICES," "EXCLUDED PARTS" and "USER RESPONSIBILITY", QBC<sup>®</sup> warrants (i) that it will use all reasonable efforts to perform services in a professional and workmanlike manner and that services to be provided under this agreement will be in conformity with the types described herein; and (ii) that all parts and software supplied by QBC<sup>®</sup> hereunder will be free from defects in materials and workmanship during the term of this agreement. QBC<sup>®</sup> Diagnostics' sole responsibility under these warranties shall be to correct any service not performed in accordance with this agreement and to repair or replace parts or software found to be defective.

**Except for the express warranties stated above, QBC<sup>®</sup> Diagnostics, Inc. disclaims all warranties, express or implied, including the implied warranties of merchantability and fitness for a particular purpose. The stated warranties and remedies are provided in lieu of all possible liability and damages against QBC<sup>®</sup> Diagnostics, Inc, included but not limited to direct, indirect, incidental or consequential damages, whether from personal injury or property damage on the part of the employees or third persons, arising out of the use of or performance of the instrument (s) or services rendered under this agreement, and the user agrees that QBC<sup>®</sup> Diagnostics, Inc.'s liability is so limited.**