



TERMS AND CONDITIONS OF CUSTOMER SERVICES

From January 1st 2010, all medical devices manufactured by DMS APELEM are guaranteed against any manufacturing or material fault or defect* for a period of eighteen (18) months¹ beginning on the date of shipment of the materials from DMS APELEM to the Distributor (A.W.B. or certificate of transportation date).

Important: This condition is valid only if the proper installation forms are returned to DMS APELEM within a maximum of six (6) months after the shipment date.

If no installation form is returned, or if it is improperly filled out, the maximum period of guarantee is twelve (12) months after the shipment date.

** DMS APELEM shall not be liable under the terms of this warranty if the testing and examination carried out by DMS APELEM affirm that the alleged defect in the equipment does not exist or was caused by DEALER or any third person misuse, negligence, improper installation or testing, unauthorized attempts to repair or modify, or any other cause beyond the range of the intended use, including but not limited to: power failure, malfunctioning of electrical supply, power surges, air-conditioning failure, humidity, or accidental fires, lightning or other hazards or natural disasters(flood, etc)*

In case of malfunction UNDER GUARRANTEE:

a) The Distributor will officially inform Customer Services (via e-mail, fax) of the malfunction, noting the serial number of the unit and of suspected defective part, as well as any additional information that could help Customer Services diagnose the problem.

b) DMS APELEM will cover the freight costs of sending spare parts from our factory to the Distributor for replacement under warranty.

The return of the defective parts (or the unused parts) will be the responsibility of the Distributor, who will cover the freight costs and taxes up to delivery at our plant (Delivered Duty Paid Perols, France).

These parts will be returned with the mention "with no commercial value", and will be packed in appropriate packaging. Any damage to the parts that occurs in transit will be the responsibility of the Distributor.

c) Any part sent to the distributor will be invoiced. If the Distributor returns the defective part (or the unused part) within 1 month after delivery of the replacement part in the expected condition, the invoice will be cancelled. If not, the invoice will be processed and will be payable immediately. No further spare part will be sent to the distributor until the invoice is paid.

¹: Provided that no special conditions have been defined in the Sales Contract, and tube prorata temporis conditions

d) Parts replaced under warranty are guaranteed until the expiration of the original guarantee of the unit. (ex: if a part is replaced two months before the end of the warranty of the unit, the replaced part will only be guaranteed for the two remaining months of the original warranty).

In case of malfunction AFTER THE GUARANTEE PERIOD

a) The Distributor will officially inform Customer Services (via e-mail or fax) of the malfunction, noting the **serial number** of the unit and of suspected defective part, as well as any additional information that could help Customer Services diagnose the problem.

b) In the case of a part failure, a proforma invoice will be sent to the Distributor for the replacement part. After confirmation of the T/T receipt by DMS APELEM's bank, the part will be available for delivery.

Return of devices or spare parts for repair

Please inform us when you plan to send us spare parts or units for repair. We reserve the right to refuse unauthorized deliveries.

Please note the following points:

- When accepting spare parts or units for return, we will give you RMA reference, and instructions about the value which will be mentioned on the invoice, the HS code, the consignee...
- Spare parts should be sent freight prepaid to Perols/Nîmes (DDU), declaring "no commercial value"
- Goods should be sent to the following address :

Osteodensitometry Section :

DMS
Parc de la Méditerranée
District de Montpellier
34470 PEROLS - FRANCE
Att : Mrs Magali Lehmann
Tel : +33467 50 49 08

Radiology Section :

APELEM
Parc Scientifique George Besse
175 allée Von Neumann
30035 NIMES - FRANCE
Att : Ms Lydia GRANIER
Tel : + 33 466 27 87 42

Customer Service Contacts:

Radiology Section :

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| <p><u><i>Osteodensitometry Section :</i></u></p> <ul style="list-style-type: none"> ■ Technical requests:
email: support@dms.com
Tel : + 33467 50 49 08 ■ Administrative requests:
email: sav@dms.com
Tel : + 33467 50 49 08
Fax : + 33467 50 49 07 ■ Hours of operation:
Monday through Friday
8:30 AM - 12:30 PM
and 2:00 PM - 6:00 PM | <ul style="list-style-type: none"> ■ Technical request:
email : service@apelem.com
Tel : + 33 466 29 30 05 ■ Administrative request:
email: savexport@apelem.com
Tel : + 33 466 27 87 42
Fax : + 33 466 27 87 47 ■ Hours of operation:
Monday through Thursday
8:30 AM - 5:30 PM
Friday : 8:30 AM - 5:00 PM. |
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