



TERMS AND CONDITIONS OF CUSTOMER SERVICES FOR DISTRIBUTORS Valid from du 01/01/2019



DMS | APELEM | MEDILINK | AXS MEDICAL

1. TERMS AND CONDITIONS DESCRIPTION

Those Terms and Conditions of customer services for Distributors describe responsibilities between DMS Group and its DISTRIBUTOR, regarding installation, service and maintenance of DMS Group Devices.

2. RIGHTS AND OBLIGATIONS OF DMS Group

2.1 Technical support

DMS Group's technical engineers will provide quality technical support in accordance with generally recognized business practices and standards.

2.1.1 Technical support will be available via access to DMS Group Technical Support Service via phone (hotline) and internet from Monday to Friday (except public holidays) from 8.30 am to 5:30 pm French time.

2.1.2 Technical support will include assistance in the use of the products, as well as problem identification and resolution.

2.2 Advance Spare Parts Replacement (under warranty)

2.2.1. DISTRIBUTOR will officially inform Customer Services (via email, fax) within 15 days from breakdown, noting the serial number of the device and of suspected defective part, as well as any additional information that could help Customer Services diagnose the problem, using E_PS07-017 FAILURE REPORT.

By email, serial number of the device shall be written on the object zone.

2.2.2. DMS Group will cover freight costs of sending spare parts from factory to the DISTRIBUTOR during warranty period.

The return of the defective parts (or the unused parts) will be the responsibility of DISTRIBUTOR, who will cover freight costs for return to DMS Group (Delivery At Place Nimes, France)

These parts will be returned by the DISTRIBUTOR with "no commercial value – Return of spare parts under contract" and will be packed in appropriate packaging with their RMA document within 30 days.

Any part without RMA reference will be considered as missing.

Any damage to the parts that occurs in transit will be the responsibility of the DISTRIBUTOR.

2.2.3. Any part sent to the DISTRIBUTOR will be invoiced.

When DISTRIBUTOR returns the defective part (or the unused part) within 1 month in the expected condition, the invoice is balanced with a credit note. If not, the invoice is immediately payable once the lead time is over.

2.2.4 A replacement Spare Part may be new or reconditioned like a kind, functionality and quality.



2.3. Part failure out of warranty

2.3.1 A quotation will be sent to the DISTRIBUTOR for the replacement part. After confirmation of the bank receipt by DMS Group's bank, the part will be available for delivery (subject to stock availability).

2.3.2 Return of devices or spare parts for repair

The DISTRIBUTOR shall inform DMS Group when he plans to send spare parts or units for repair. DMS Group reserves the right to refuse unauthorized deliveries.

Once accepting spare parts or unit's return, DMS Group gives DISTRIBUTOR a RMA document, and shipping instructions (value for customs, HS code, consignee...)

2.4 On site engineer

2.4.1 DISTRIBUTOR may require DMS Group for on-site technical support, all costs resultant from it will be at the expense of DISTRIBUTOR.

2.4.2 DMS Group undertakes to give to DISTRIBUTOR an estimate of the cost of this on-site technical support.

2.4.3 If DISTRIBUTOR agrees with this estimate, DMS Group undertakes to supply the technical support provided in it.

2.5 Software updates

2.5.1 DISTRIBUTOR is entitled to access Software Updates (including related documentation) being compatible with Products that are made available during the term of the Agreement. If software updates include new features and functionality, it might be considered as a new Product, with additional costs.

2.5.2 DMS Group may issue a Software Update that also requires a hardware update to maintain original functionality of the Software. Any such hardware upgrade is not covered by the agreement and might cause additional costs.

2.6 USA access to claim files

According to 21 CFR 820.198 (g), in order that recordings of customer claims shall be accessible from the USA, DISTRIBUTOR based in USA may ask DMS Group to transfer its data base, sending the request through adminservice@dms-imaging.com.

For information about vigilance or corrective/preventive actions linked with customer claims, DISTRIBUTORS shall send an email to vigilance@dms-imaging.com

3. OBLIGATIONS OF DISTRIBUTOR

3.1.1 DISTRIBUTOR shall be responsible for all installation, warranty and post-warranty customer service for any of the Products delivered to its customers including, among other things, properly performing all system installations, applications engineering, propagation analysis, service bulletin application and corresponding action, site surveys and documentation. By way of example and not of limitation, their responsibility shall require DISTRIBUTOR to:

- employ sufficient, trained personnel competent to perform such services
- deliver accurate and timely information regarding the availability of technical support and assistance to Customers
- timely satisfy all customers' requirements for installation and in-warranty service at its expense.

3.1.2 DISTRIBUTOR undertakes to respect any manufacturer's instructions warnings and cautions concerning Product. The Product must be installed and maintained in accordance with the specifications set forth in the manual furnished with Product, or written repair procedures/instructions provided by DMS Group.

3.1.3 DISTRIBUTOR undertakes to use Product according to manufacturer's instructions and to the User Manual, to install and maintain.



3.1.4 DISTRIBUTOR undertakes not to request or not to allow any technical support outside DMS Group Technical Support Service to assume for it any intervention in Product without its authorization.

3.1.5 DISTRIBUTOR will provide DMS Group with any kind of information concerning Product and Location.

3.1.6 DISTRIBUTOR shall possess all the tools needed for repairs required to carry out any reparation.

3.1.7 Specifically for the apparatus installed in United-States of America the DISTRIBUTOR will send a Technical report after each technical intervention on the unit, detailing any spare part replacement.

3.1.8 Specifically for the apparatus installed in United-States of America the DISTRIBUTOR will inform DMS Group of all onsite calls from customers: collect phone calls from customer, trend the information and send information to DMS Group every 3 months.

3.1.9 Upon DMS Group's request, DISTRIBUTOR shall make one or more of its service engineers available for training and, at DISTRIBUTOR's sole expense, shall send such service engineer(s) to DMS Group premises for such training.

3.1.10 DISTRIBUTOR undertakes to apply and respect all the dispositions provided in the Article 3 "OBLIGATIONS OF DISTRIBUTOR" until uninstal of the Products, for any of the Products delivered to his customers since the beginning of the Distribution Agreement until the termination. For it, at the end of the Distribution agreement, DISTRIBUTOR undertakes to transmit to DMS Group a list with details of all apparatus installed by him from the beginning of the Agreement until its termination.

4. LIMITATION OF LIABILITY

DMS Group shall not be liable for any damages arising from performance or non-performance of the Product during a testing period or for any damages caused by the failure of DISTRIBUTOR to perform its responsibilities.

5. CONDITIONS OF WARRANTY

All devices manufactured by DMS Group are guaranteed against any manufacturing or material fault or defect¹ for a period of twelve (12)² months from installation date (to specify on DMS Group installation documents). Sending of installation documents is consequently compulsory and starts warranty period.

Documents of installation shall be sent immediately after installation to formreturn@dms-imaging.com (formreturn@dms-wellness.com for Wellness division) for recording. Lack or poor filling of documents voids warranty.

The period between Shipment (A.W.B. or certificate of transportation date) and Installation of Device must not exceed 6 months (warranty cannot be shifted beyond 6 months after shipment date).

Spare parts replaced under warranty are guaranteed until the expiration of the guarantee of the unit. (For example: 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 warranty of the medical device.



CUSTOMER SERVICE CONTACTS:**Bone densitometry Division:**

- Technical requests :

service@dms-imaging.com

Tel : + 33 466293043

Fax : + 33 466278747

- Administrative request:

adminservice@dms-imaging.com

Tel : + 33 466293006 (Europe)

Tel : + 33 466293041 (monde)

Fax : + 33 466278747

Radiology Division:

- Technical requests :

service@dms-imaging.com

Tel : + 33 466293005

Fax : + 33 466278747

- Administrative request :

adminservice@dms-imaging.com

Tel : + 33 466293006 (Europe)

Tel : + 33 466290922 (monde)

Fax : + 33 466278747

Posturology Division:

service.axs@dms-imaging.com

Tel : + 33 466293005

Fax : + 33 466278747

Wellness Division:

service@dms-wellness.com

Tel : + 33 466293043

Fax : + 33 466278747

- Hours of operation:

Monday through Friday 8:30 AM – 5:30 PM (except public holidays)

¹ DMS Group shall not be liable under the terms of this warranty if the testing and examination carried out by DMS Group affirm that the alleged defect in the equipment does not exist or was caused by DISTRIBUTOR 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)

² Provided that no special conditions have been defined in the Sales Contract

