



## ATS Care Service Plan

	Preventative	Advanced	Total
One Annual Preventative Maintenance Visit <sup>1</sup>	✓	✓	✓
Includes Preventative Maintenance Service Kit <sup>1,2</sup>	✓	✓	✓
Priority Scheduling	✓	✓	✓
Priority Application Support	✓	✓	✓
Free Software/Firmware Upgrades <sup>3</sup>	✓	✓	✓
Complimentary Training <sup>1,4</sup>		✓	✓
Includes Labour <sup>5</sup>		✓	✓
Includes Travel <sup>1</sup>		✓	✓
Includes Parts <sup>6</sup>		✓	✓
IQ/OQ/PQ (Installation/Operational/Performance Qualification)			✓
Includes Calibration/Check Standards			✓
Discount on Spare Parts and Consumables (5%)			✓

1 - If applicable.

2 - Service kits contain specific parts, a list of which is available upon request. Additional parts may be billable.

3 - If applicable. Will be provided at the time of an on-site maintenance visit or in-house repair. Subject to instrument compatibility.

4 - Time permitting complimentary training will be provided at the time of a scheduled on-site maintenance visit.

5 - If applicable. Up to 5 business days on-site. Some instruments may be required to be sent in for repair.

6 - Includes all non-consumable parts.

ATS-Care options subject to instrument in good working condition and meeting manufacturer specifications.

Multi-instrument and accessory instruments discounts available.

**ATS Scientific Inc.**

Head Office: 4030 Mainway, Burlington ON L7M 4B9

Toll Free: 1-800-661-6700, Tel.: (905) 332-1251, Fax: (905) 332-1394





## ATS Care Service Plan

### Terms & Conditions:

Only those devices inspected and found to be in acceptable condition qualify for ATS-Care Service Plan ("The Plan"). Devices found to be in unacceptable condition upon initial inspection, will be charged outside of The Plan for those items necessary to bring the unit into acceptable condition (does not apply to devices under warranty). The Plan is not transferable outside of the company for which it is purchased.

The Plan **covers** all non-consumable parts, labor charges, and travel costs (**does not apply to Preventative Care option**) required to maintain the listed device(s) in proper working order. The Plan also includes all accessories used in conjunction with the covered devices. The Plan does not apply to computers or other peripherals such as monitors, printers, vacuums etc. ATS Scientific Inc. will provide a reasonable amount of technical support on any scale or computer it supplies, however the user is responsible for any needed service and is encouraged to contact their IT department or original equipment manufacturer for more comprehensive support.

The Plan **does not cover** consumable/expendable items. A comprehensive list of consumables specific to the instrument is available upon request. The Plan also does not cover damage caused by: operator error or neglect, through the use of corrosive materials, by spillage, or due to the use of incompatible solvents or cleaning solutions. Damages during The Plan period resulting from unauthorized objects/accessories, unstable utilities (heat and hydro) or **unauthorized repairs** will not be covered by this warranty. Warranty is void in the event of modifications or repairs by persons other than ATS Scientific Inc.'s service personnel, unless permission is given in writing for such repairs or **modifications**. Questions regarding compatibility to specific substances may be addressed to our service department.

The customer is responsible for cleaning and maintaining the instrument in accordance with instructions provided in operating manual(s) and in accordance with any information provided during installation and customer orientation. The customer is also responsible for providing a safe environment for service personnel and for providing adequate access to the device and its accessories. The customer is also responsible for the disposal of any and all replaced parts that may be deemed contaminated by service personnel. A list of contaminants or hazardous materials that may be present on, in, or around the device should also be available should it be requested. To avoid delays in the repair or maintenance of a device, the device and any accessories should be emptied of hazardous materials and cleaned with a solution appropriate to the contaminate. Devices exposed to radioactive materials must be clearly and appropriately labeled.

The Plan is void in the event of exposure to corrosive atmospheres of any kind. Prior authorization must be obtained before returning any item to ATS Scientific Inc. Items must be decontaminated before return to ATS Scientific Inc. ATS Scientific Inc. will charge the customer on a time and materials basis for repairs necessitated by operation of the product outside prescribed site specifications.

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Prior to placing a service request, the customer may be required to run diagnostic tests as determined by ATS Scientific Inc. If services are rendered for a malfunction which is caused by an application contamination, non manufacturer or ATS Scientific Inc. devices, defective gas/samples, or if service efforts to isolate the cause of a malfunction are increased as a result of the aforementioned, ATS Scientific inc. will invoice the customer on a time and materials basis for such additional service.

Parts purchases are warranted to be free of defects for 90 days from shipping date. The following limits apply to our warranty: Glassware, including Dewar flasks, is not covered under this warranty except if damaged during shipment. Claims for damage during shipping must be made in writing within 10 days of receipt of the goods. Consumable items are warranted for 90 days for other than glassware breakage. Such items include, but are not limited to, sample tubes, lamps, fuses, valve plungers, seals, O-rings & other seals, hoses, flexible tubing, thermocouple vacuum tubes, filters, oils and other fluids.

Any and all computer program(s), software, firmware, code, data acquisition and/or data reduction methods, computations, graphical and/or tabular data reporting or presentation methods (collectively referred to as software) provided with or in or loaded into any part of the instrument or a computer supplied as part of any of our instruments are provided "as is". You may not reverse engineer, decompile, or disassemble the software. You may not distribute or copy the software, except for the purpose of storing a back-up copy. The exclusive remedy for any software failing to perform substantially in accordance with the accompanying materials shall be, at ATS Scientific Inc.'s option, a) repair or replacement of the software; b) return of the amount paid for the software.

The Plan **does not cover** any loss, damage or consequential damage, injuries or consequences of instrument malfunction resulting from or during shipping or storage, accident, abuse, alteration, misuse, neglect, breakage or abuse of components by the customer/user or damage resulting from intervention of third persons. The Plan does not cover any loss, damage, consequential damage or consequences of instrument malfunction resulting from use of other than ATS Scientific Inc. supplied software, hardware, interfaces, consumables or accessories. The Plan does not cover any loss, damage, consequential damage or claim by any person or entity other than the original purchaser. The customer is not entitled to any damages, including but not limited to incidental, punitive, indirect, or consequential damages including but not limited to loss of profits, business interruption, personal injury, and other pecuniary losses. The limit of product/instrument's liability shall in no event exceed the purchase price for that specific instrument.

ATS Scientific Inc. requires customer to provide a 60 day written notice of cancellation. The Plan would be void if spare parts are not available due to instrument and/or accessory obsolescence or if the instrument is deemed irreparable. The Plan does not cover parts required to perform any instrument and/or accessory upgrades resulting from instrument/accessory obsolescence. Any accessories/options installed on the instrument that are not being used and/or not functional at the time of purchasing The Plan will not be covered.

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