

## **Terms of Service for DVMC Systems.**

January 1, 2010

### **Installation.**

Installation is charge flat rate of \$500 per 8 hour / day, plus travel. (Independent of number of systems to be installed.)

### **System Relocation.**

System relocation is charge flat rate of \$500 per system, plus travel time. Customer is responsible for any additional hardware need it to complete relocation.

### **Training.**

Training is charge flat rate of \$350 per 8 hour /day, plus travel.

### **Support.**

After sales remote support is provided free of charge, to a maximum of ten (10) hours during 21 days following original installation. Afterward remote & phone support sessions will be charged at rate of \$50.00 per hour, one hour minimum. On site support available upon request at rate of \$100.00 per hour, plus travel time at rate of \$50.00 per hour. Defective systems will be covered under warranty terms.

### **Travel Expenses.**

Travel and living expenses for any site visit, that is necessary to satisfy a warranty or non-warranty issue are not included in above rates and will be billed at cost.

### **Limited Express Warranty.**

Seller will at its option repair or replace any parts of the goods sold hereunder which it determines to be defective within 90 days from the date of installation by Seller.

This warranty is subject to the following conditions.

1. That Seller is notified by Purchaser of such defect within 10 days of discovery the same;
2. That the goods and/or components have been properly maintained and operated under normal conditions and in accordance with the recommendations of the seller and standard industry practice.
3. That this warranty shall be extend only to the original purchaser.

Such reworking or replacement will be performed at Seller's factory, provided that Purchaser shall pay all charges with the respect to the removal, transportation and reinstallation of the goods. Correction of any nonconformity in the maner and for the period of time provided above shall constitute complete fulfillment of all liabilities of Seller under forgoing warraty.

EXCEPT FOR THE FORGOING LIMITED EXPRESS WARRANTY, SELLER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Seller shall be not liable to Purchaser for any third partly in contract, in tort (including neligence) or otherwise for any direct, indirect, contingent, special, consequential or incidental damages, arising out of any operation of or defected or improper use of goods sold hereunder.