

OLYMPUS ENDOSCOPIC EQUIPMENT

Supply of Repair Parts, Technical Documentation & Specialised Servicing Equipment

TERMS AND CONDITIONS

1. To protect patient and user safety, repair parts, technical documentation and specialised servicing equipment will be supplied only to independent repair organisations that have demonstrated to Olympus KeyMed their competence in the service and repair of the relevant equipment. Olympus KeyMed reserves the right to assess the repair organisation's operational environment, plus the technical knowledge and competence of the organisation's technical staff prior to agreement to supply.
2. To protect patient and user safety, repair parts and specialised servicing equipment will be supplied only in accordance with the level of training received, as listed in the Olympus KeyMed training documentation. Olympus KeyMed reserves the right to reassess the technical knowledge and competence of the repair organisation's technical staff on a periodic basis, and continuation of supply of repair parts will be dependent upon achieving the necessary standard of competence.
3. To protect patient and user safety, repair parts will be supplied only if the appropriate technical documentation and specialised servicing equipment have been supplied.
4. To protect patient and user safety, a written undertaking is required confirming that the repair organisation will perform repairs only in accordance with the manufacturer's repair instructions provided and that only repair parts specified by the original manufacturer will be used.
5. A confidentiality undertaking must be signed at time of technical documentation supply and information contained therein must not be used for any purpose other than repair.
6. Olympus KeyMed keeps a register of holders of technical documents so that update information can be supplied. It is the responsibility of the holder to ensure such updates are incorporated into the appropriate documents.
7. Any technical documentation (and the material contained therein) supplied by Olympus KeyMed without charge remains the property of Olympus KeyMed and must be returned to Olympus KeyMed upon cessation of Olympus equipment repair activity.
8. The copyright in all technical documentation remains the property of Olympus.
9. Specialised servicing equipment is normally available on 3-6 months delivery.
10. Specialised servicing equipment must be returned to Olympus KeyMed upon cessation of Olympus equipment repair activity. A credit of up to 25% of the purchase price will be allowed, depending on age, condition, and applicability to currently reparable equipment.

- 11. Adequate records of all repairs undertaken, by model, serial number and customer, must be kept by the repairing organisation. Lot numbers identify certain repair parts - traceability by lot number to the equipment to which they are fitted must be maintained. Olympus KeyMed reserves the right to audit these records from time to time.
- 12. To ensure full traceability is maintained, repair parts, technical documentation and specialised servicing equipment shall not be sold, supplied or transferred to any other party.
- 13. Olympus KeyMed will not be liable for any damage or injury, howsoever caused, or consequential loss, associated with service or repairs carried out by other organisations.
- 14. Olympus KeyMed reserves the right to terminate supply after the expiry of a period of notice of not less than 30 days, notwithstanding any outstanding orders for parts, etc with scheduled delivery dates beyond the period of notice. This notice period shall not be applicable if and in the event that Olympus KeyMed exercises its right to terminate this arrangement as a result of any breach of the repair organisation's obligations under these terms & conditions, or the terms & conditions relating to the provision of technical training by Olympus KeyMed.

I agree to the above conditions and understand that failure to comply may result in termination of supply of repair parts and a request for immediate return of relevant technical documentation.

This undertaking is not limited in time and endures after the termination of any agreement with regard to supply of training and/or repair parts.

Name: _____

Date: _____

Signature: _____

Department: _____