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# AMREX TECHNICAL SERVICES

# **RETURN FOR REPAIR, UPGRADE, OR ANNUAL COMPLIANCE CERTIFICATION**

"AMREX TECHNICAL SERVICES" (ATS) allows you to send an AMREX unit directly to AMREX for service. In most cases, AMREX units will be repaired within 5 days. Below are descriptions of ATS services, shipping information, terms and conditions, and a price schedule for your review. Once you have reviewed these documents in detail please completely fill out the "ATS Customer Order Form" send it to ATS by email, fax, or mail, and follow the ATS shipping instructions listed below.

# ATS MAINTENANCE, REPAIR, AND UPGRADE PRICING SCHEDULE

	ANNUAL COMPLIANCE CERTIFICATION		FLAT RATE REPAIR	FDA UPGRADE
MODEL	<b>STANDARD</b>	DELUXE	LABOR ONLY	LABOR & PARTS
U-20	\$180.49	N/A	\$214.23	N/A
U-50	\$180.49	N/A	\$214.23	N/A
US-50	\$214.23	\$312.98	\$265.08	\$150.28
US-54	\$214.23	\$366.55	\$265.08	\$150.28
US-752	\$248.51	\$399.38	\$299.24	\$183.68
UHVG-50	\$253.91	\$462.78	\$316.16	\$183.68
MS-322	\$93.00	\$158.92	\$107.85	\$116.88
MS-324A	\$106.49	\$227.50	\$127.44	\$150.28
MS-324AB	\$106.49	\$227.50	\$127.44	\$150.28
MS-324C	\$106.49	\$227.50	\$127.44	N/A
MS-401B	\$149.79	\$359.42	\$154.98	\$228.72
LVG325A	\$111.29	\$178.52	\$127.44	\$150.28
HV-752	\$117.17	\$247.86	\$145.63	\$150.28
IF-150	\$133.79	\$268.38	\$166.23	\$150.28
IF-250	\$172.82	\$306.18	\$214.80	\$150.28
MC-1000	TBD	TBD	TBD	\$150.28

# **ATS SERVICE DESCRIPTIONS**

### **DIANOSTIC BENCH FEE**

A \$55.00 / \$95.00 diagnostic bench fee will be charged on all units. This fee will be charged to your credit card upon receipt of your unit. If you decide to proceed with the repair or purchase a factory second, you will receive a credit for this fee toward your purchase or repair.

# FLAT RATE REPAIR SERVICE & CALIBRATION

The ATS flat rate repair service includes diagnostics, labor, calibration, electrical safety test, mechanical safety check, certificate of compliance, and new packaging.

# STANDARD ANNUAL COMPLIANCE CERTIFICATION

The ATS Standard Annual Compliance Certification includes diagnostic fee, labor, calibration, electrical safety test, mechanical safety check, certificate of compliance, and new packaging. This service does not include any repair work if the unit fails any of the above tests you will be charged the "Flat Rate Repair Service & Calibration" price plus parts.

# DELUXE ANNUAL COMPLIANCE CERTIFICATION

The ATS Deluxe Annual Compliance Certification includes diagnostic fee, labor, calibration, electrical safety test, mechanical safety check, new pad electrodes, new electrode patient leads, certificate of compliance, and new

packaging. This service does not include any repair work if the unit fails any of the above tests you will be charged the "Flat Rate Repair Service & Calibration" price plus parts.

# FDA PATIENT LEAD UPGRADE

ATS will upgrade units to accommodate patient leads that comply with the FDA performance standards. This upgrade allows units to accommodate the new FDA compliant patient leads by removing the non compliant jacks and replacing them with jacks that are in compliance.

### SHIPPING AND OTHER INFORMATION

ATS ships UPS Ground. Special delivery options or shipments outside the continental US are available for an extra cost.

# FREIGHT VALUE PROTECTION INSURANCE

We recommend buying protection against freight carrier loss/damage at \$1.15 per \$100 of coverage.

### MOST COMMON PRACTIONER ERRORS

### I have no power to my unit and none of the lights are coming on.

Please make sure the power cord is properly plugged in and fully seated in the back of the unit.

### The patient states that they do not feel anything.

Evaluate the age and wear of your accessories. This is a very common complaint and usually occurs when accessories have lost their effectiveness over time due to wear, breaks, and shorts from excessive or improper use. Also many repair requests are resolved by just re-familiarizing yourself with the proper operations and the intensity safety reset feature on all AMREX units. You can do this by visiting our website and watching a video tutorial or downloading and rereading the operational manual for your unit.

### The muscle stimulation jumps or is intermittent or patient complains of shock like sensations.

Evaluate the age and wear of your accessories. This is a very common complaint and usually occurs when accessories have lost their effectiveness over time due to wear, breaks, or shorts from excessive or improper use. Also make sure you are using a proper conductive medium such as AMREX conductive spray and gel.

### **ATS RMA INSTRUCTIONS**

- 1. Please review the section above called "MOST COMMON PRACTIONER ERRORS".
- 2. If you have access to the internet goes to <u>www.amrexusa.com</u>. Under the service tab you can download the "ATS Customer Order Form". If you do not have access to the internet give us a call and we will fax or email you one.
- Once you have received the "ATS Customer Order Form" fill it out completely. Once it has been filled out completely send it back to ATS via email, fax, or mail. Please call our office (310-527-6868) for a RMA # Office Hours 7:00 am-3:00pm M-F PST
   Packages without an RMA number will not be accepted.

### **ATS SHIPPING INSTRUCTIONS**

- 1. Package the unit to prevent shipping damage during transportation. We recommend that you use the original packaging that the unit was delivered in. If you do not have the original packaging you can call AMREX and we will ship you the unit's original box with foam inserts for a fee of \$18.00 plus shipping.
- 2. Include all the accessory items such as patient lead cords, power cords, flextrodes, rubber pad electrodes, transducer, and any other and all accessories used with the unit. Including these parts will make our analysis easier and in the event a defect cannot be found with the unit, we may be able to help you track down the defective unit accessory. Make sure the accessory parts fit snuggly in the box to prevent further damage.
- 3. **IMPORTANT** Verify that the serial number on the end of the transducer cable matches the transducer serial number on the back of the unit. Transducers are not interchangeable; each transducer is calibrated to one individual unit. If the transducer serial numbers do not match, the unit will be returned at your expense.
- 4. Fill-out and include the **ATS Order Form** with the unit. Make sure to write the RMA # on the front of the box.
- 5. Complete the credit card authorization section of the order form. If you wish to pay by check include a check for \$55.00 / \$95.00 with the unit. Please be aware that if you decide not to include your credit card information and proceed with your repair with the check method your repair time will increase due to an extended waiting period for funds in order to proceed with your repair.
- 6. Ship unit, transducer and all accessories to ATS at the address below:

### AMREX TECHNICAL SERVICES RMA # XXXX 7034 Jackson Street Paramount, Ca. 90723

# ATS PROCEDURES ONCE THE UNIT HAS BEEN PROPERLY RECIEVED

Once the unit is properly received with a signed order form and credit card information, ATS will charge a \$55 / \$95 diagnostic on each unit. Once that has been charged ATS will diagnose and prepare a quote for your review. Once a quote has been prepared and delivered. You will be asked to make one of the following choices:

- 1. Sign the quote authorizing us to proceed with the repair at the quoted price (diagnostic bench fee will be credited toward repair).
- 2. Trade in your unit for a factory second if available (diagnostic bench fee will be credited toward the trade in purchase price).
- 3. Decide not to proceed with the repair and have the unit shipped back at your expense (\$55 /\$95 diagnostic bench fee will still apply)
- 4. Agree to have ATS dispose of your unit at no additional cost (\$55 /\$95 diagnostic bench fee will still apply).

Please note that payment is required before any service will begin and all units that are left at ATS for over 90 days will be automatically disposed of.

# ATS CUSTOMER ORDER FORM

GENERAL INFORMATION – PLEASE FILL IN ALL INFORMATION

(Return this form with the unit)

			RMA		
Name / Company		Con	tact		
Unit Model #	Unit Serial #	Trar	sducer Serial #		
Phone #	Fax #	Email			
Shipping Address					
City:		State	Zip Code		
PLEASE CHECK ALL THAT APPI	_Y:				
ATS SERVICE (see ATS service desc FDA Patient Lead Upgrade (Calibra Flat Rate Repair Service & Calibrat Annual Compliance Certification –	ation Excluded) ion (Parts Excluded)		<b>EXPEDITE SERVICE</b> 24 Hr to 48 Hr Turnaround – Additional \$56		
<ul> <li>Annual Compliance Certification –</li> <li>UPGRADE SHIPPING</li> <li>UPS 2<sup>ND</sup> DAY AIR (additional fee)</li> <li>UPS NEXT DAY AIR (additional fee)</li> <li>UPS GROUND</li> <li>Special Shipping Instructions:</li> </ul>	Standard (Parts Exclude	Ther cove l wish to insurance an replacement l would li total amou l decline	YALUE PROTECTION INSURANCE         e is a \$1.15 charge for every \$100 in         rage for UPS insurance.         participate in the freight value protection         d have ATS assign a value based on unit         cost.         ke freight value protection insurance in the         int of: \$ (\$100 increments).         the freight value protection insurance.         ms may duplicate the problem, in order		
METHOD OF PAYMENT	stimulator) 🗌 l have inc	luded a check for \$95.	(ultrasound or interferential unit)		
I have completed the information	below and would like for	you to bill my Credit Ca	ard.		
Credit Card: 🗌 Visa 🗌 MC 🔲 Ame	ex 🗌 Discover	Credit Card Expirat	Credit Card Expiration Date		
Credit Card #		3 Digit CVV # (Bac	3 Digit CVV # (Back of Card)		
Cardholder's Name					
Billing Address					
City I authorize to be charged a \$55 / \$9 procedures in the repair of my unit.	State	Zip Code	EX to proceed with the diagnostic		
Print Name	Sign Name		Date		

# **ATS TERMS & CONDITIONS OF SALE**

#### OFFER ACCEPTANCE

These terms and conditions (these "Terms") are deemed part of all quotations, acknowledgments, invoices, purchase orders and other documents, whether electronic or in writing, relating to the sale of products or services (collectively, the "Products") by Amrex Technical Services ("ATS") a division of Amrex – Zetron Inc. ATS hereby objects to any terms or conditions proposed in Buyer's purchase order or other documents which are inconsistent with, or in addition to these Terms.

#### **PRICES & PAYMENT**

All prices stated are current, subject to change without notice by ATS. Buyer agrees to pay the price in effect at time order is received. Payments for Products received are due at time of shipment unless otherwise stated in the invoice. Accepted methods of payment are Credit Card (VISA, MasterCard, Discover, AMEX), money orders, checks, or by dealer account in good standing.

#### **DIAGNOSTIC FEES**

A non refundable diagnostic fee of \$55.00 / \$95.00 will be charged for all units that are deemed unrepairable. Units requested for return will incur our standard shipping and handling fee.

#### NO PROBLEM FOUND (NPF) CHARGES

All Products received by ATS that undergo analysis and testing will be charged at full price whether or not a problem can be found. It is the Buyer's responsibility to verify a problem exists with the unit before sending it to ATS for repair. Products meeting the conditions of warranty will not be charged. All products subject to NPF charges receive full warranty coverage under the terms of the applicable ATS warranty.

#### FACTORY SECOND EXCHANGE PROGRAM

If you choose to participate in the ATS factory second exchange program the unit that will not be repaired will be kept and disposed of by ATS.

#### CURRENCIES

All prices quoted herein are in U.S. dollars.

### **GOVERNMENTAL APPROVALS**

Buyer shall be responsible for, and shall bear all costs involved in, obtaining any government approvals required for the importation or sale of the Products.

#### TAXES

All taxes, duties and other governmental charges required to be collected directly or indirectly for the manufacture, production, sale, delivery, importation, consumption or use of the Products sold hereunder (including customs duties and sales, excise, use, turnover and license taxes) shall be remitted by Buyer.

#### FINANCIAL

If the financial position of Buyer at any time becomes unsatisfactory to ATS, ATS reserves the right to stop shipments or require satisfactory security or payment in advance. If Buyer fails to make payment or otherwise comply with these Terms or any related agreement, ATS may (without liability and in addition to other remedies) cancel any unshipped portion of Products sold hereunder and stop any Products in transit until Buyer pays all amounts, including amounts payable hereunder, whether or not then due, which are owing to it by Buyer. Buyer shall in any event remain liable for all unpaid accounts.

#### CANCELLATION

Orders are not subject to rescheduling or cancellation unless Buyer indemnifies ATS fully against all costs or expenses arising in connection therewith.

#### FORCE MAJEURE

ATS shall not be liable for any delay or failure in delivery resulting from causes beyond its control, including earthquakes, fires, floods, strikes or other labor disputes, shortage of labor or materials, accidents to machinery, acts of sabotage, riots, delay in or lack of transportation or the requirements of any government authority.

#### SHIPPING & DELIVERY

Unless otherwise expressly requested by Buyer and agreed by ATS: All Return for Repair (All "RFR") Products inbound to ATS for repairs are FOB ATS's dock. No inbound RFR shipping costs or risk of loss while in-transit to ATS will be borne by ATS. All sales and shipments of Products shall be FOB ATS (unless otherwise stated in writing by ATS), at which point title to and all risk of loss of the Products shall pass from ATS to Buyer, provided that ATS shall retain a security interest in the Products until the full purchase price is paid by Buyer; Outbound Shipments of RFR parts shall be by a carrier and method selected by ATS where freight costs for deliveries to the continental U.S. will be paid by the customer. Costs for shipments outside the continental U.S., for special carriers and/or for special delivery options selected by ATS; such carrier shall act as the agent of Buyer and delivery to such carrier shall constitute delivery to Buyer; all shipping and delivery dates are estimates only. ATS will package Products as it deems proper for protection against normal handling and extra charges apply to special conditions.

#### SHIPPING & DELIVERY CLAIMS

Any claim by Buyer against ATS for shortage or damage to the Products must be presented in writing to ATS within 30 days of receipt of shipment.

#### WARRANTIES

ATS's exclusive warranty is that the Products will be free from defects in materials and workmanship when used according to professional norm, standards and practices. The warranty is for a period of ninety days or such other period expressed in writing by ATS. ATS disclaims all other warranties, express or implied. ATS shall not be liable for the suitability or unsuitability or the results from the use of Product in combination with any electrical or electronic components, circuits, system assemblies, or any other materials or substances or environments. Any advice, recommendations or information given orally or in writing are not to be construed as an amendment or addition to the above warranty.

#### LIMITATIONS

ATS makes no warranty or representation, express or implied, about non-infringement, merchantability or fitness for a particular purpose of the Products. Buyer acknowledges that it alone has determined that the Products will suitably meet the requirements of their intended use. ATS further disclaims all warranties and responsibility of any type for claims or expenses based on infringement by the Products or otherwise of any intellectual property right.

#### **BUYER REMEDY**

ATS's sole obligation hereunder shall be to repair or replace the non-complying Product or, at ATS's election, to repay or credit Buyer an amount equal to the ATS applicable repair or selling price of the Product. In no event shall ATS be responsible for warranty, repair, indemnity or any other claims or expenses regarding the Products unless ATS's analysis confirms that the Products were properly handled, stored, installed and maintained and not subject to contamination, abuse, misuse (including but not limited to incorrect wiring, assembly or connection to a defective system component) or inappropriate modification. Return of any Products by Buyer must be approved in writing by ATS before shipment and must be in the form originally shipped with Buyer responsible for labor charges for removal or replacement thereof.

#### LIMITATION ON LIABILITY

ATS shall not be liable for special, indirect, incidental or consequential

damages, loss of profits or production or commercial loss in any way connected with the products, whether such claim is based in contract, warranty, negligence or strict liability. Further, in no event shall liability of ATS exceed the individual price of the Product on which liability is asserted.

#### **INDEMNITIES**

Buyer shall indemnify and hold harmless ATS, its affiliates and its employees from and against all liabilities, losses, claims, costs and expenses (including attorney's fees and expenses) related to any claim, investigation, litigation or proceeding (whether or not ATS is a party) which arises or is alleged to arise from Buyer's acts or omissions under these Terms or in any way with respect to the Products.

#### SUITABILITY FOR USE

ATS shall not be responsible for conformity with any standards, codes or regulations which apply to the combination of the Product in Buyer's application or use of the Product. Buyer shall be solely responsible for determining appropriateness of the particular Product with respect to Buyer's application, product or system. The Buyer is responsible to know and observe all prohibitions of use applicable to this product.

#### **PROGRAMMABLE PRODUCTS**

ATS shall not be responsible for the user's programming of a programmable Product, or any consequence thereof. Never use the product for an application involving serious risk to life or property without enduring that the system as a whole has been designed to address the risks, and that the product is properly rated and installed for the intended use within the overall equipment or system.

#### WAIVER

No failure or delay by ATS in exercising any right and no course of dealing between Buyer and ATS shall operate as a waiver of rights by ATS.

#### ASSIGNMENT

Buyer may not assign its rights hereunder without ATS's written consent.

#### LAW

These Terms are governed by California law (without regard to conflict of law principles). Federal and state courts in California shall have exclusive jurisdiction for any dispute hereunder.

#### AMENDMENT

These Terms constitute the entire agreement between Buyer and ATS relating to the Products, and no provision may be changed or waived unless in writing signed by the parties.

### SEVERABILITY

If any provision hereof is rendered ineffective or invalid, such provision shall not invalidate any other provision.

### SETOFF

Buyer shall have no right to set off any amounts against the amount owing in respect of this invoice.

#### ERRORS AND OMISSIONS

All information in this document has been carefully checked and is believed to be accurate; however, no responsibility is assumed for clerical, typographical or proofreading errors, or omissions.