



### SERVICE AGREEMENT TYPES

#### PRIORITY ON-SITE SERVICE AGREEMENT

- ✓ On-Site Service Coverage – Extended Hours, evenings and weekends
- ✓ Typical Response Time; within 24 hours
- ✓ Includes all Labor, Travel Time and Travel Expenses
- ✓ Covers all parts (x-ray tube/generator included)
- ✓ Reachback™-ReachbackID™ – 24 hour by 7 day Call Center Support
- ✓ One Annual Preventative Maintenance check. Complete operational and calibration procedure performed
- ✓ Preferred Customer Status – 25% Discount on Instructor Led Training

#### ON-SITE SERVICE AGREEMENT

- ✓ On-Site Service Coverage – 8:00a.m. – 5:00p.m., Monday-Friday excluding holidays
- ✓ Typical Response Time; within 36 hours
- ✓ Includes all Labor, Travel Time and Travel Expenses
- ✓ Covers all parts (x-ray tube/generator included)
- ✓ Reachback™-ReachbackID™ – 24 hour by 7 day Call Center Support
- ✓ One Annual Preventative Maintenance check, Complete operational and calibration procedure performed
- ✓ Valued Customer Status – 15% Discount on Instructor Led Training

#### PARTS-ONLY SERVICE AGREEMENT

- ✓ Covers all parts (x-ray tube/generator included)
- ✓ Same day shipment of most parts needed
- ✓ Freight out expense included (freight in to be covered by the customer)
- ✓ Reachback™-ReachbackID™ – 24 hour by 7 day Call Center Support
- ✓ Valued Customer Status – 10% Discount on Instructor Led Training

#### PAYMENT

- **Payment terms are Net 30 Days from the date of receipt of the invoice.** Applicable state and local taxes are included in the price specified on this Agreement and will be added to all invoices. *Please make all checks payable to:* Smiths Detection or contact your representative for electronic transfer details.

#### MISCELLANEOUS

- All service shall be performed between the hours of 8:00 a.m. and 5:00 p.m., local time, Monday through Friday, exclusive of Smiths' published holidays, unless work outside these hours is approved in advance by Smiths or where the customer will be responsible for payment at the then-current Smiths billable rates.
- Unless otherwise noted, the prices specified are for equipment coverage for 12 months.
- If the equipment is not currently covered by a Smiths Service Agreement, equipment must be inspected by an authorized Service representative and must be deemed in good working condition. We will only offer coverage to units which are in good working order.
- Replacement parts may be new or refurbished and carry a ninety (90) day warranty or the remainder of the coverage of the Service Agreement, whichever is longer.
- SMITHS DETECTION reserves the right to refuse coverage of any unit for any reason.
- Service Agreements which have been priced at the Multi-System or Multi-Year discount shall revert to the full, non-discounted price should an interruption of the Agreement occur.
- Cancellation Policy; 1) If this Service Agreement is cancelled by the customer, without cause, a 25% cancellation fee will be charged. 2) If no service has been provided, a refund will be prorated from the cancellation notification date and will **not** be subject to the 25% cancellation fee. 3) If service has been provided, the greater of the following amounts shall be the customer's responsibility; (a) The prorated amount of the contract or (b) The value of all service rendered to include all parts, labor, travel and expenses during contract term. The prices for parts and labor are calculated using Smiths standard T&M rates while the prices for travel and expenses are calculated at actual cost. A 25% cancellation fee applies to both 3a and 3b. This cancellation policy only applies to prepaid services and does not apply to Fixed Rate Repairs.
- Any on-site vendor, authority or other location fees shall be borne by Buyer.
- This Service Agreement does not cover products that have been highly contaminated by foreign substances. Products returned to Smiths Detection for repair are assumed to be free of contamination. If any product is believed to be contaminated, it is the customer's responsibility to have the product decontaminated prior to returning the product to Smiths.
- Buyer agrees to accept all responsibility for ensuring the safe and timely return of any loaner equipment provided under this agreement. The Products must be returned to Smiths Detection as of the date specified in the agreement or immediately upon request from Smiths Detection. Customer shall be charged current pricing in effect for Products not received at Smiths Detection's designated facility within ten (10) days of the date agreed to. Customer shall be responsible for any damage or loss to the Products, normal wear and tear excepted. The Products must be returned to Smiths Detection in the proper packaging to avoid damage during shipping.
- Smiths Detection terms and conditions as of October 01, 2015, are hereby incorporated into this quotation and any purchase order that may result from this quotation will be in acceptance with these terms and conditions except that the agreement between the parties will be governed by the laws of the State of Arizona and that the parties agree and any legal action to enforce any provision of this agreement will be subject to the exclusive jurisdiction of the state and federal courts of Arizona. Smiths Detection terms and conditions are located at the following Smiths Detection Website: [www.smithsdetection.com/US\\_terms\\_conditions.php](http://www.smithsdetection.com/US_terms_conditions.php).

#### DEPOT REPAIR SERVICE AGREEMENT

- ✓ Repairs performed at Service Depot
- ✓ Freight out expense included (freight in to be covered by the customer)
- ✓ Includes all Labor required
- ✓ Covers all parts
- ✓ Reachback™-ReachbackID™ – 24 hour by 7 day Call Center Support
- ✓ Valued Customer Status – 20% Discount on Instructor Led Training
- ✓ Loaner option available at additional cost

#### SHARED-SERVICE AGREEMENT

- ✓ On-Site Service Coverage – 8:00a.m. – 5:00p.m., Monday-Friday excluding holidays
- ✓ Lower up-front cost since each service occurrence is subject to a deductible
- ✓ After the deductible, includes all Labor, Travel Time & Expenses and Replacement Parts required (x-ray tube/generator included)
- ✓ One Annual Preventative Maintenance check (subject to deductible)
- ✓ Reachback™-ReachbackID™ – 24 hour by 7 day Call Center Support
- ✓ Valued Customer Status – 15% Discount on Instructor Led Training

#### FIXED RATE REPAIRS

- ✓ On-Site Service Coverage – 8:00am – 5:00pm, Monday-Friday excluding holidays
- ✓ Typical Response Time; within 36 hours
- ✓ Includes all Labor, Travel Time and Travel Expenses
- ✓ Covers all parts (x-ray tube/generator included)
- ✓ Reachback™-ReachbackID™ – 24 hour by 7 day Call Center Support
- ✓ Valued Customer Status – 10% Discount on Instructor Led Training

**ATTACHMENT "A" to SERVICE AGREEMENT**

**FOR SMITHS DETECTION HI-SCAN 6040i X-RAY INSPECTION MACHINE  
SERIAL NUMBER 132393**

**Legal Arizona Workers Act Compliance:** Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

**Cancellation:** This agreement is subject to cancellation pursuant to A.R.S. §38.511.

**Smiths Detection**

  
\_\_\_\_\_  
Individual Authorized to Sign

Danyel De Voe  
\_\_\_\_\_  
Print Name

Service Sales Manager  
\_\_\_\_\_  
Title

10/19/15  
\_\_\_\_\_  
Date