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Support Agreement Terms and Conditions

Type A

This agreement is entered into between Davis Medical Electronics, Inc., a California Corporation ("DME") and Customer (as defined below).

Customer: Cardiology Physicians, Ima Doctor M.D.

Contract Start Date: 00/00/00

Equipment: Stress Test System, T2000 Treadmill

Service Address: 555 Somewhere Drive, Anywhere USA 00000

DME will provide to Customer on-site service at the Service Address to ensure the proper performance of the above defined Equipment, including all necessary parts, labor and travel in accordance with the terms of this agreement. Cables, lead wires, acquisition modules, module cables, batteries, power cords and / or other accessory type items are not covered by this agreement, unless otherwise stated. Fees for services provided shall be as set forth on exhibit A attached hereon and incorporated by reference.

Services do not include repairs to products caused by accident (i.e. dropping, etc.), natural disasters, fire or water damage, improper use or maintenance by Customer, acts of war, riots, strikes, lightning or electrical disturbances, damage during transport by Customer, software or interfaces provided by Customer or work performed by personnel other than DME employees and / or subcontractors of DME. On site service of equipment shall be limited to a thirty (30) mile radius of the original location of the equipment as addressed in this quotation. This agreement shall only become effective upon its acceptance and execution by DME. Support agreement services will be provided during the term of this agreement. This agreement will renew automatically unless terminated by either party as set forth herein.

Charges for services provided will be invoiced to Customer either monthly, quarterly, or annually. Payments are due thirty (30) days from the date of invoice. All overdue and unpaid invoices shall incur a late fee of an amount equal to 1.5% per month. Termination of this agreement must be made in writing and issued no less than thirty (30) days prior to the requested termination date and shall be issued by United States Postal Service registered mail service. Payment of all obligations are due upon termination, including any past due late fees. DME may terminate this agreement at any time if Customer fails to make any payment there under, or fails to perform or observe any other condition of this agreement.

This Agreement shall be construed in accordance with and subject to the laws and decisions of the State of California applicable to contracts made and to be performed entirely within California, without regard to its choice of law or conflict of law principles. Ambiguities or inconsistencies in this Agreement (including its Schedules and Exhibits if any) shall not be construed against the drafter as drafter. Any action or enforcement of the terms of this agreement shall be brought exclusively in the North County branch of the Superior Court for the County of San Diego, California and the parties hereto agree that said forum is the best forum for bringing any actions for enforcement and/or interpretation of this agreement. If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

Any parts, labor, or travel not covered by this agreement will be billed at the then current rates. This contract is non-transferable. Services in connection with this agreement shall be provided by DME during the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding Federal holidays.

For any breach of this agreement by DME, Customer's remedy shall be strictly limited to a refund of thirty (30) day's worth of support charges paid by Customer. Customer covenants, stipulates and acknowledges that this estimate of damages by Customer is reasonable under the present existing circumstances. Customer stipulates covenants and warrants that Customer will hold DME harmless and release and forgo any and all claims which may arise relating to any failure(s) and / or delay(s) in the performance of obligations owed by DME, as well as for loss of use, revenue, delays of profits, or other claims however stated. The remedies provided herein are the Customer's sole and exclusive remedies, except as provided above. In no event shall DME, or its subcontractors, be liable to Customer for any direct, indirect, special, special incidental, consequential (including loss of use, revenue, delays of profits), punitive, or exemplary damages as a result of any default or breach of this agreement or any other event, conduct, act, or omission arising out of or related to the relationship between DME and Customer, whether based on contract, tort, statute, or otherwise, however stated.

DISCLAIMER OF WARRANTIES.

THERE ARE NO EXPRESS OR IMPLIED WARRANTIES. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. WARRANTIES ARE LIMITED TO THOSE OF THE MANUFACTURER.



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Unless otherwise documented in writing by DME, prices quoted in connection with this agreement shall expire automatically thirty (30) days after issuance, or on such earlier date as the offer may be rescinded by DME.

APPROVED, AGREED AND ACCEPTED:

Davis Medical Electronics, Inc.

Date: _____

By: _____
Authorized Officer

Customer

Date: _____

Authorized Officer and or Agent