

DI2000™ Terms and Conditions

D2.1 Service Level Options.

(a) (i) If you sign up for **Standard SLA** on the Order, PBC will provide at its option either repair or replacement services for the System during the Initial Service Term or any Renewal Service Term (each term as defined in Section (b) below) (the “**Service Term**”). You are also entitled to two preventative maintenance service calls per calendar year. PBC will notify you when preventative maintenance is due or you can request preventative maintenance service. If your System needs repair, PBC may provide repair by remote access, diagnostics and service and/or by on-site repair service. Repair service is provided only for damage resulting from normal wear and tear. Repair service may include the use of new, reconditioned, or remanufactured parts and assemblies. PBC will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available. If PBC deems it necessary, PBC will dispatch a service technician to arrive at your location for on-site service. You won't incur hourly charges unless service is performed outside Normal Working Hours, which will be done only with your consent. “Normal Working Hours” means 8 a.m. – 5 p.m., Monday – Friday, excluding PBC observed U.S. holidays, in the time zone where the System or other items are located.

(ii) If PBC determines that the replacement of the System is necessary, PBC will, at no additional cost to you, promptly ship new, reconditioned, or remanufactured equipment of the same or a functionally equivalent model to replace the affected System. Unless PBC instructs you otherwise, within 5 days of receiving the replacement equipment, you must pack the System to be replaced in the shipping carton that contained the replacement equipment, place the pre- paid return address label on the carton, and return it to PBC. You are responsible for the System until PBC receives it.

(b) System Maintenance Term. PBC will provide you with Service for twelve months, if you don't have a Lease, or for the Lease Term, if you are leasing the System (the "**Initial Service Term**"). **SERVICE AUTOMATICALLY RENEWS FOR CONSECUTIVE ONE YEAR TERMS (EACH A "RENEWAL SERVICE TERM") UNLESS YOU TERMINATE YOUR SERVICE AS PROVIDED BELOW OR THE LEASE EXPIRES OR IS TERMINATED OR THE RENEWAL IS PROHIBITED BY LAW.** If you don't wish to renew Service, you must deliver a written notice (the "Termination Notice") at least 60 days prior to the renewal of the term to us at PO Box 278, Orangeville, ON, L9W 2Z7. Your Termination Notice must include your customer account number or Federal Business Number and lease number (if applicable). PBC reserves the right not to renew your SLA for any reason. If you elect to terminate Maintenance Services without cause prior to the expiration of the then applicable Service Term, no pro-rata refund will be provided, even if any prepaid hours of service have not yet been performed by us.

D2.2 Repair Service. If the System is under warranty, and we need to take the System back, PBC will be responsible for all transportation costs. We will provide parts or assemblies for discontinued Equipment (or Equipment not marketed as new) only if available. Lubricants and other materials needed to service the System, except Consumable Supplies, are provided without additional charge. Not included as normal wear is coverage for repairs made necessary due to Excluded Circumstances. If off site service is not successful, then a customer service representative will be sent to your location.

D2.3 System Maintenance Fees. If the Order specifies the purchase of maintenance services, you will pay the fees for the Initial Service Term, and any Renewal Service Term, upon receipt of our invoice. We may increase the fees after the Initial Service Term, and any increases will be reflected on your invoice. If you are leasing, the fees will be incorporated into your payment cycle. If you receive service for repairs caused by any Excluded Circumstance, PBC will charge you for the service at PBC's current hourly rates and for any required parts. If you exceed the cycle volume of your Equipment specified on the Order, PBC may bill you for the additional cycles over the specified cycle volume (the additional cycles are called

the “Overage”). The charge will be determined by reference to the rate in effect at the time that we determine that an Overage exists. We will not be obligated to provide any maintenance services before receiving full payment of any applicable invoice.

D2.4 Replacement System. If you want to replace any of the Equipment comprising the System or have additional equipment which will become part of the System, adjustments will be made by mutual agreement. If you replace the Equipment comprising the System during the Service Term, and the replacement Equipment qualifies for Services, PBC will automatically enroll you for maintenance coverage on the Equipment at PBC’s then current annual rates. If you acquire an attachment, or add a unit, to your System, PBC will provide coverage for each attachment or unit which we determine qualifies for coverage under the SLA and adjust your rate accordingly. If you choose not to continue coverage on the replacement Equipment, attachment or unit, you may cancel Service for the item within 30 days of the date of your initial invoice for the item from PBC. If you cancel, any further maintenance or repair services on the Equipment, attachment or unit will be subject to PBC’s current rates. Standard SLA will apply to rented Equipment at no additional charge.

D2.5 Service Changes. PBC may modify its Service by giving written notice to you (a “**Service Change Notice**”), which will state whether the change is material. After receiving a Service Change Notice, if the change is material, you may terminate Service by giving us a termination notice at the address indicated in Section D2.1 (b).

D2.6 Additional Service Terms.

(a) Service excludes the supply of postal and carrier rate changes.

(b) Self-Service Maintenance. WE WILL NOT IN ANY EVENT BE LIABLE FOR ANY CLAIMS OF ANY KIND, ASSERTED BY YOU OR ANY THIRD PARTY, CAUSED BY THE REMOVAL, MODIFICATION, FAILURE TO MAINTAIN OR BY-PASSING OF BUILT-IN SAFETY FEATURES BY YOU.

D2.7 Support Services. If you request that we provide services such as installation, maintenance, training, consulting, systems integration and data conversion or other similar support services (“Support

Services"), charges for such services are in addition to the price of the System, unless otherwise specified in the Order.

D3. WARRANTIES; LIMITATION OF LIABILITY

D3.1 PBC System Warranty. The warranty on any System will run for a period of 90 days from the date of delivery, or if installed by PBC, then 90 days from the date of installation, or until the System reaches PBC's System usage limits, whichever occurs first.

D4. DELIVERY; INSTALLATION; RISK OF LOSS; RETURNS

D4.1 Delivery. You will pay all costs for transporting the System from PBC's facility to the location designated in the Order. We will make commercially reasonable efforts to deliver the System on the delivery date in the Order, but cannot guarantee a specific date.

D4.2 Installation. You must provide a suitable power source, access, and space for installation according to PBC's specifications. You must give us advance notice of any site problems.

D4.3 Returns. Unless the System fails to conform to the express warranties in Section D3.1, the System will not be returned to us.