



TERMS AND CONDITIONS OF CUSTOMER SERVICES FOR DISTRIBUTORS

All medical devices manufactured by MEDILINK are guaranteed against any manufacturing or material fault or defect* for a period of eighteen (18) months¹ from date of shipment of the materials from MEDILINK to the Distributor (A.W.B. or certificate of transportation date).

Important: This condition is valid only if the proper installation forms are returned to MEDILINK within a maximum of six (6) months after the shipment date.

If no installation form is returned, or if it is improperly filled out, the maximum period of guarantee is twelve (12) months after the shipment date¹.

** MEDILINK shall not be liable under the terms of this warranty if the testing and examination carried out by MEDILINK affirm that the alleged defect in the equipment does not exist or was caused by DEALER or any third person misuse, negligence, improper installation or testing, unauthorized attempts to repair or modify, or any other cause beyond the range of the intended use, including but not limited to: power failure, malfunctioning of electrical supply, power surges, air-conditioning failure, humidity, or accidental fires, lightning or other hazards or natural disasters (flood, etc)*

In case of malfunction UNDER GUARANTEE

a) The Distributor will officially inform Customer Services (via email, fax) within 15 days from breakdown, noting the **serial number** of the device and of suspected defective part, as well as any additional information that could help Customer Services diagnose the problem, using FAILURE REPORT BILL E_R418.

By email, serial number of the device will be written on the object zone.

b) MEDILINK will cover freight costs of sending spare parts from factory to the Distributor for replacement under warranty.

The return of the defective parts (or the unused parts) will be the responsibility of the Distributor, who will cover freight costs for delivery at our plant (Delivery At Place Nimes, France) - address page 2.

These parts will be returned with “no commercial value - Return of spare parts under warranty”, and will be packed in appropriate packaging with their RMA document.

Any part without RMA reference will be considered as missing.

Any damage to the parts that occurs in transit will be the responsibility of the Distributor.

c) From 1st January 2014, any part sent to the distributor will be invoiced.

If the Distributor returns the defective part (or the unused part) within 1 month in the expected condition, the invoice will be balanced with a credit note.

If not, the invoice will be payable immediately.

No further spare part will be sent to the distributor until the invoice is paid.

¹ Provided that no special conditions have been defined in the Sales Contract

d) Parts replaced under warranty are guaranteed until the expiration of the original guarantee of the unit. (For example: if a part is replaced two months before the end of the warranty of the unit, the replaced part will only be guaranteed for the two remaining months of the original warranty).

In case of malfunction AFTER THE GUARANTEE PERIOD

a) The Distributor will officially inform Customer Services (via email or fax) of the malfunction, noting the **serial number** of the device and of suspected defective part, as well as any additional information that could help Customer Services diagnose the problem.

By email, serial number of the device will be written on the object zone.

b) In the case of a part failure, a quotation will be sent to the Distributor for the replacement part. After confirmation of the T/T receipt by MEDILINK's bank, the part will be available for delivery.

Return of devices or spare parts for repair

The distributor shall inform MEDILINK when he plans to send spare parts or units for repair. MEDILINK reserves the right to refuse unauthorized deliveries.

Please note the following points:

- When accepting spare parts or units for return, we will give you RMA number, and instructions (value for customs, HS code, consignee...)
- Spare parts should be sent freight prepaid to Nimes (DAP), with mention "no commercial value - Return for repair"
- Goods should be sent to the following address:

MEDILINK
Service Retour Client
Parc Scientifique Georges Besse
175 allée Von Neumann
30000 NIMES - FRANCE

Customer Service Contacts

- Technical requests:

support@medilink.fr

Tel : + 33 466293043

Fax : + 33 466278747

- Administrative requests :

sav@medilink.fr

Tel : + 33 466293041

Fax : + 33 466278747

- Hours of operation:

Monday through Thursday 8:30 AM - 5:30 PM

Friday : 8:30 AM - 5:00 PM