



ProbeLogic General Terms and Conditions for the Supply of Repair and Maintenance Services

PLEASE READ THESE CAREFULLY BEFORE USING OUR SITE AND/OR SERVICES.

1. Introduction and Scope

- 1.1. These general terms and conditions (“General Terms and Conditions”) shall – unless otherwise agreed in writing – apply to and be considered an integrated part of any offer, quotation or contract (“Offer”, “Quotation” and “Contract”) for supply of equipment repair and maintenance services (“Services”) submitted or entered into by ProbeLogic. By visiting our site, contacting us regarding “Equipment” (including ultrasound transducers, machines or any other equipment) repair or servicing, sending Equipment to us for evaluation or assessment (“Evaluation”), or purchasing from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink.
- 1.2. The General Terms and Conditions shall prevail over any terms and conditions used by a contracting party (“Customer”) receiving an Offer from or entering into a Contract with ProbeLogic. Any reference in these General Terms and Conditions to “Contract” shall be understood to also include the General Terms and Conditions. Any variations must be explicitly agreed to in writing.
- 1.3. Any Quotations made by ProbeLogic are only valid for a period of 30 (thirty) days from the date of issue. If the Customer does not accept the Offer within this time limit, the Offer will automatically lapse. If the Customer accepts the Offer in its entirety within the time limit, the Offer constitutes a Contract.
- 1.4. Services can be delivered as either subscription-based repair and maintenance services (“Subscription Services”) or as ad hoc repair and maintenance services (“Ad hoc Services”). Unless otherwise stated, these General Terms and Conditions shall apply to both Subscription Services and Ad hoc Services. Services can be “Ad hoc” or “Subscription”. The limits of and inclusions within Subscription Services will be agreed upon in writing.

- 1.5. ProbeLogic may change these Terms from time to time by ProbeLogic giving notice of the amendment to the Customer. Notice is deemed given (whether or not actually received) when ProbeLogic does any of the following:
 - 1.5.1. Sends notice of the amendment to the Customer at any address (including an email address) supplied by the Customer;
 - 1.5.2. Publishes the amended Terms on its website; or
 - 1.5.3. Displays the amended Terms at the premises from which ProbeLogic conducts operations. Changes to these hire Terms will only apply to Contracts entered into after the change occurs.

2. Minimum fees

- 2.1. Where assessment or evaluation (“Evaluation”) of Equipment for repair or calibration has been requested and the equipment delivered to ProbeLogic for this purpose (explicit or implied), you agree to pay our minimum Evaluation Fee or Calibration and Servicing Rate, and standard Cleaning Fee, as relevant for the type of Equipment, and any freight fees incurred by ProbeLogic on your behalf, irrespective of whether you choose to proceed with the repair Quote.

3. Force Majeur

- 3.1. Each party shall be excused from performing its obligations (except for payment obligations) arising from any delay or default caused by events beyond its reasonable control including, but not limited to, acts of God, health pandemics, acts of any civil, military or government authority, fire, floods, war, embargoes, labour disputes, acts of sabotage, riots, accidents, delays of carriers or suppliers, voluntary or mandatory compliance with any government act, regulation or mandatory direction, request. For clarity, Customer requests shall not be considered ‘government’ requests under this section.

4. Term and termination

- 4.1. Where a Subscription Service arrangement exists, this may be cancelled by either ProbeLogic or the Customer, with sixty (60) days written notice, unless a different minimum notice period has been agreed in writing.
- 4.2. For Ad hoc Services, once a signed acceptance of a Quotation or Contract has been received by ProbeLogic, this is considered binding.

5. Exclusions

The Services do not include, unless explicitly agree in writing otherwise:

- 5.1. The cost of parts or materials (“Parts”), explicitly excluded in the Quotation.
- 5.2. Services explicitly excluded in the Quotation.
- 5.3. Evaluating or servicing Equipment if contaminated with blood or other potentially infectious substances, disposing hazardous, infectious, or biomedical waste or material. Equipment, which is contaminated may be returned to the sender, or incur additional fees. ProbeLogic is not liable for any breaches in regulatory compliance incurred by the customer by sending contaminated Equipment into WA.

6. Repairs

- 6.1. Where water ingress is evident, ProbeLogic may, in good faith, remove the lens or bending rubber of a probe, or take other action, up to and including a full Drying Process, without prior consultation with the Customer, in an attempt to prevent further water damage to the electronic components of Equipment sent to ProbeLogic for Evaluation and/or Repair.
- 6.2. Following the Evaluation, ProbeLogic will issue a Quotation to the Customer for written approval (“Approval”), unless agreed otherwise by prior, written arrangement. Equipment which has a Quotation issued but does not receive Approval will incur the minimal Evaluation fee (if the Customer confirms in writing they do not wish to proceed with the issued Quotation).



- 6.3. On receipt of a signed Quotation or a Purchase Order, ProbeLogic will commence the repairs as quoted.

7. Purchasing of Equipment

- 7.1. Where Equipment is deemed beyond economic repair (“Irreparable”) by ProbeLogic, or otherwise comparable to the cost to replace the Equipment, the Customer may be offered an option to Purchase comparable Equipment.
- 7.2. Where Equipment return is requested rapidly, or where Parts can reasonably be expected to take several weeks, ProbeLogic may offer the option of an Equipment exchange (“Service Exchange”), where ProbeLogic takes ownership of the Customer’s Equipment, and sends the Customer comparable Equipment owned by ProbeLogic.
- 7.3. The sale of Products and Equipment are subject to availability. Equipment identified as pre-owned, refurbished, remanufactured or ex-demonstration Equipment is not new and may have received reconditioning to meet usability criteria. Due to market conditions outside ProbeLogic’s control, sometimes ProbeLogic may need to cancel an order prior to delivery. Where an order needs to be cancelled, ProbeLogic will i) attempt to find other Equipment that will meet the Customer’s needs, or ii) will provide the Customer with a refund or store credit (at the Customer’s option)..
- 7.4. Where Parts or Equipment are purchased without an associated request to Evaluate and/or Repair Customer Equipment, ProbeLogic may request up-front payment.
- 7.5. The condition of Parts or Equipment shall be provided to the Customer up front, whether new, or refurbished. If this has not been specified, the Customer may reasonably assume the Parts or Equipment to be new or in near-new condition. In accepting the Quote, the Customer accepts the Equipment condition as described.
- 7.6. On delivery, the Customer shall have seven (7) days to determine that the equipment operates in accordance with specifications. If the Customer believes the Equipment is damaged, does

not operate as intended, or is in a condition different to that specified, they should notify ProbeLogic as soon as reasonably practicable.

8. Servicing

- 8.1. Customers are required to provide a safe, secure and suitable working environment for ProbeLogic staff to conduct on-site services (“Servicing”), including but not limited to, equipment calibration, fault-finding, servicing, replacement of parts, and/or repairs. ProbeLogic staff have the right to refuse work if the environment provided is not safe, secure (physically, and from on harassment), and/or otherwise suitable for the intended Servicing. If this occurs, the Customer will be required to pay for the technician’s time on site and travel (two-ways), for the visit, despite the “Servicing” not being completed.
- 8.2. Servicing costs include both travel rate, where this is conducted away from ProbeLogic locations, and an hourly rate for the work completed. Where Servicing takes place over multiple visits, the travel fee and work fee will be applicable on each location, unless explicitly agreed in writing otherwise.
- 8.3. Unless explicitly agreed otherwise, On-Site Services do not include servicing Equipment if contaminated with blood or other potentially infectious substances, disposing hazardous, infectious, or biomedical waste or material;

9. Parts and Materials

- 9.1. Where Repairs or Servicing require the purchase of replacement Parts, these may be sourced from the original manufacturer, or from an alternative supplier and assessed by ProbeLogic as being of equivalent quality and serving the same function.
- 9.2. Materials used by ProbeLogic for the purposes of Repair or Servicing shall be tested by ProbeLogic as of a grade and quality suitable for standard or reasonable use of the Equipment.

10. Customer responsibilities

- 10.1. Customers are required to ensure their equipment is cleaned of all biological matter and disinfected, including sterilised where appropriate, prior to sending their Equipment for evaluation, calibration or repair by ProbeLogic personnel, to ensure compliance with relevant Australian state and federal biosafety legislation, including but not limited to the Biosecurity Act 2015, and the Biosecurity and Agriculture Management Act 2007. Any breaches of these Acts or these Regulations are the responsibility of the sender.

- 10.2. Where On-Site Services are requested, the Customer is required to ensure the working environment as provided for ProbeLogic personnel is safe, secure, clean and appropriate for the Services requested.

11. Payment

- 11.1. Customer shall pay the Contract Price to ProbeLogic within fourteen (14) days from the date of invoice in accordance with the instructions on the invoice.

- 11.2. Unless expressly stated otherwise, all prices and amounts payable by the Customer under this Agreement is expressed as GST-exclusive amount. The customer acknowledges this and agrees to pay ProbeLogic the amount indicated by the invoice.

- 11.3. ProbeLogic understands that unforeseen circumstances may sometimes lead to late payments from Customers, but maintaining timely payments is essential for continued service and support. Payment terms are clearly outlined in the invoice provided, with specified due dates. In the event of late payment, ProbeLogic reserves the right to impose late payment charges or interest fees as permitted by applicable laws. We may send reminders or notifications to prompt timely payment. If difficulties arise, Customers are encouraged to communicate with our Accounts Receivable department promptly.

12. Shipping and Delivery

- 12.1. Delivery dates and timeframes provided by ProbeLogic are approximate. ProbeLogic is not responsible for delays in transit, by the courier, or otherwise out of the control of ProbeLogic.
- 12.2. Prices provided for shipping are based on standard weights and dimensions of a probe box. Where these are exceeded, additional costs will be on-charged to the Customer.

13. Warranty and Disclaimers

13.1. ProbeLogic Obligations to the Customer

ProbeLogic agrees to provide repair services for medical ultrasound probes as outlined in the customer agreement or work order. This includes but is not limited to:

- Diagnosis of faults or issues with the equipment.
- Repair or replacement of faulty components.
- Testing and quality assurance to ensure proper functionality of the repaired equipment.

13.2. Disclaimer

ProbeLogic provides repair services for medical ultrasound probes based on industry standards and best practices. However, there are limitations to the warranty and disclaimers as outlined below:

13.2.1. Limitations of Liability

ProbeLogic shall not be liable for any incidental, consequential, or indirect damages arising out of the use or inability to use the repaired equipment, including but not limited to loss of profits, loss of data, or business interruption.

13.2.2. Warranty for Repaired Equipment

The warranty for repaired equipment covers the work performed by ProbeLogic, including any replacement parts or materials, and applicable labour. However, it does not extend to components or equipment not previously repaired or replaced by ProbeLogic. Equipment assessed, evaluated, or given a 'health check' is not covered by warranty.

13.2.3. Exclusions from Warranty

The warranty does not cover damages resulting from the abuse or misuse of equipment, including damages caused by dropping equipment.

13.3. Warranty Claim Procedure

Warranty claims will be accepted or rejected by ProbeLogic following the review of the equipment. If the equipment is no longer repairable due to factors such as unavailability of parts or additional damage, the warranty may not apply.

13.4. Extended Warranty

Warranties may be honoured outside the specified timeframes at the discretion of ProbeLogic.

13.5. Communication of Warranty Terms

The warranty terms applicable to a repair will be communicated to the customer upon completion of the repair.

14. Insurance

- 14.1. Equipment freighted by ProbeLogic will be covered by ProbeLogic's insurance up to the value on the ProbeLogic insurance policy. This does not extend to Equipment freighted by the Customer.

15. Disputes, Liability

- 15.1. In the event of a dispute arising from, or in connection with, these Terms, the Customer and ProbeLogic will first attempt to resolve these directly and in good faith.
- 15.2. The liability of ProbeLogic and its representatives under these terms is limited to the price paid by the Customer for the products the subject of the relevant claim. ProbeLogic are not be liable for any consequential loss, including loss of profit or revenue, loss of or damage to goodwill or reputation, loss of business opportunity, business interruption, or any indirect, consequential, punitive, incidental, special or exemplary damages.

16. Probe Recycling

- 16.1. Customers may be offered the option of having unrepairable Equipment recycled (“Recycled”) on site at ProbeLogic. In this case, ‘Recycled’ refers to any and all of the following: harvesting usable components for use in other Repairs, in combination with other Recycled parts to produce complete and functional Equipment which may then be sold, or use of the probe or components with R&D processes to improve repair capability.
- 16.2. By agreeing to have Equipment Recycled by ProbeLogic, the Customer agrees to the definition of ‘recycled’ described in the previous term, and can no longer claim ownership of the Equipment.

17. Loan Equipment

- 17.1. ProbeLogic may, at the discretion of the ProbeLogic staff or representatives, offer the use of loan equipment (“Loan Equipment”) to a Customer for the time required for the Evaluation and Repair of the Customer’s Equipment. ProbeLogic may in its absolute discretion decline to hire Equipment to the Customer at any time if it has reasonable cause to do so.
- 17.2. The use of this Loan Equipment is subject to availability.
- 17.3. Loan Equipment must be returned promptly, within a fourteen (14) day period of the return of the Customer Equipment, unless arranged otherwise prior to the dispatch of the Customer Equipment from ProbeLogic.
- 17.4. Loan Equipment which is not returned within this timeframe will be charged on a weekly basis at the rate stated in the ProbeLogic Loan Equipment Acceptance & Damages Form, according to the type of Equipment.
- 17.5. Customers may request the use of Loan Equipment without an associated Request or Contract to Evaluate or Repair Equipment belonging to the Customer, or for the Purchase of refurbished Equipment, however this use will be charged on a weekly basis as per the rate stated in the ProbeLogic Loan Equipment Acceptance & Damages Form, according to the type of Equipment.

- 17.6. Damage to Loan Equipment which is outside normal wear and tear will be charged to the customer. If a Loan Equipment is irreparable, the customer will be required to replace or pay the cost to replace the loan probe.
- 17.7. The cost of freight associated with getting the loan equipment to and from the customer's premises may be passed on in full to the customer.

18. Abandoned Equipment

- 18.1. ProbeLogic will make reasonable attempts to contact the Customer regarding Equipment left with ProbeLogic. Where the Customer has not returned to claim or collect the Equipment, has not told ProbeLogic what to do with it; or cannot be contacted about. ProbeLogic will then take action in accordance with the Disposal of Uncollected Goods Act 1970 (WA).
- 18.2. If a Customer does not collect or accept delivery of Equipment within ninety (90) days of the shipping date, or the date the customer was notified the Equipment was ready for collection, ProbeLogic will consider the property abandoned and take action in accordance with the Disposal of Uncollected Goods Act 1970 (WA).