



INTELLIGENT
ULTRASOUND®

Support Plans 2019

BodyWorks
HeartWorks
ScanTrainer



support@intelligentultrasound.com

Your simulator is covered by a 12 month warranty from the date your product was installed. Manufacturing defects or faults found during the initial warranty period are covered under Intelligent Ultrasound's terms of warranty, which can be found in Appendix 1-2 of this document. After this period, if a fault occurs, any support or repairs required will incur a cost, unless you have purchased a support plan for your simulator. To protect against this we have a range of simulator support plans, that can be purchased at any point prior to the expiry of your initial warranty. The available plans include:

Support

Includes telephone access to our system engineering help desk and online remote access to your simulator (internet connection required) should a simple software solution be required.

Support Plus

Includes Support (as outlined above) and 12 months hardware warranty.

We strongly recommend that a support plan should be taken at the time of your simulator purchase. However, for customers without a support plan, we offer a 15 minute free consultation telephone call to determine the nature of the fault. Thereafter, a charge of £75 / \$100 per hour will apply excluding parts.

Support Plans exclude new HeartWorks and BodyWorks Releases, ScanTrainer Cloud and ScanTrainer Examine access. If you wish to find out more about these additional product options, please contact your Regional Manager for further information. Find your Local Representative: [Click Here...](#)



FAQs

Your Statutory Rights

Your Statutory Rights will not be affected when you purchase a support Plan from Intelligent Ultrasound.

How do I buy a Support Plan?

Although highly recommended, a Support Plan does not have to be purchased at the same time as your simulator. You can purchase a Support Plan at any time prior to the 12 month anniversary of your simulator purchase, however support coverage must be continuous. Any breaks in your support plan will be subject to review and will be on a 'price on application' basis.' Support Plans can be purchased for a maximum of two additional years.

What is not covered by the Support Plan?

Any accidental or damage caused by the user, general wear and tear to the simulator, loss or theft are not covered. Intelligent Ultrasound reserves the right to ask for physical or photographic evidence to help determine the nature and cause of any damage before deciding the appropriate course of action. Should you have any further questions please ask your local Intelligent Ultrasound representative.

What is included in the Telephone Help Desk service and Online Support?

Our support plans ensure you have access to our telephone Help Desks in our offices in **Cardiff, Atlanta and Beijing** for advice and help to resolve system problems. Online support is similar to the telephone Help Desk, but allows us to access your system remotely (providing internet connection is available at your location), so our technical team can find and resolve the problem easily and quickly.

Is shipping included in the Support Plan Plus hardware warranty ?

If your system or part of your system is sent back to us and a fault is found that is covered under the warranty, Intelligent Ultrasound will cover all transportation costs. If the fault is not covered under the warranty, Intelligent Ultrasound reserves the right to charge you for all related transportation charges.

Contact your Local Support

E: support@intelligentultrasound.com

T: +44 (0) 2921680 011 (UK Office Hours)

T: +1 678 231 7843 (EST Office Hours)

T: +86 010 5283 0381 (CST Office Hours)

W: www.intelligentultrasound.com/support-plans/



Appendix 1 - Warranty Conditions (UK, Europe, ROW)

1. WARRANTY

1.1 MedaPhor Ltd* (“MedaPhor”) will remedy a material defect in the System notified to MedaPhor Ltd in a twelve (12) month period following the date of delivery of the System, provided always that if MedaPhor is unable to do so MedaPhor may, at its option, replace the System.

1.2 The warranty contained in clause 1.1 is subject to the Customer complying with its obligation that there have been no alterations to the System (**for the benefit of doubt no other software is to be loaded onto the system or this warranty will be invalidated**) by any person other than MedaPhor.

2. GENERAL EXCLUSIONS AND LIMITATIONS OF LIABILITY

2.1 Subject to clauses 1 and 2.6 and to the maximum extent permissible in law, all conditions and warranties which are to be implied by statute or otherwise by general law into this Agreement or relating to the Equipment, the Software and/or the Services are hereby excluded.

2.2 The following provisions in this clause 2 set out MedaPhor’s entire liability (including any liability for the acts and omissions of its employees, agents or sub-contractors) to the Customer in respect of:

2.2.1 a breach of MedaPhor’s contractual obligations;

2.2.2 a tortious act or omission of MedaPhor; and

2.2.3 an action arising out of a misrepresentation by or on behalf of MedaPhor

2.3 Subject to clauses 2.4, 2.5, 2.6 below the total liability which MedaPhor shall owe to the Customer in respect of all claims under this agreement shall not exceed the aggregate monies paid by the Customer to MedaPhor.

2.4 MedaPhor shall in no circumstances be liable to the Customer for any Consequential Loss.

2.5 MedaPhor shall in no circumstances (whether before or after termination of this Agreement) be liable to the Customer for any Loss of Data.

2.6 Notwithstanding anything to the contrary contained in this Agreement, MedaPhor’s liability to the Customer for:

2.6.1 death or personal injury resulting from the negligence of MedaPhor, its employees, agents or sub-contractors;

2.6.2 damage suffered by the Customer as a result of a breach by MedaPhor of the condition as to title or the warranty as to quiet possession implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;

2.6.3 damage for which MedaPhor is liable to the Customer under Part I of the Consumer Protection Act 1987; and fraud; shall not be limited.

2.7 The exclusions from and limitations of liability set out in this clause 2 shall be considered severable. The validity or unenforceability of any one clause, sub-clause, paragraph or sub-paragraph of this clause 2 shall not affect the validity or enforceability of any other part of this clause 2.

The provisions of this clause 2 shall survive the termination of the whole or part of this Agreement.

* Intelligent Ultrasound Simulation is the trading name of MedaPhor Ltd

Appendix 2 - Warranty Conditions (North America)

1. WARRANTY

1.1 Intelligent Ultrasound North America, Inc. ("IUNA") will remedy a material defect in the System notified to IUNA in a twelve (12) month period following the date of delivery of the System, provided always that if IUNA is unable to do so IUNA may, at its option, replace the System.

1.2 The warranty contained in clause 1.1 is subject to the Customer complying with its obligation that there have been no alterations to the System **(for the benefit of doubt no other software is to be loaded onto the system or this warranty will be invalidated)** by any person other than IUNA.

2. GENERAL EXCLUSIONS AND LIMITATIONS OF LIABILITY

2.1 Subject to clauses 1 and 2.6 and to the maximum extent permissible in law, all conditions and warranties which are to be implied by statute or otherwise by general law into this Agreement or relating to the Equipment, the Software and/or the Services are hereby excluded.

2.2 The following provisions in this clause 2 set out IUNA's entire liability (including any liability for the acts and omissions of its employees, agents or sub-contractors) to the Customer in respect of:

2.2.1 a breach of IUNA's contractual obligations;

2.2.2 a tortious act or omission of IUNA; and

2.2.3 an action arising out of a misrepresentation by or on behalf of IUNA (other than a fraudulent misrepresentation) arising in connection with the performance or contemplated performance of this Agreement.

2.3 Subject to clauses 2.4, 2.5, 2.6 below the total liability which IUNA shall owe to the Customer in respect of all claims under this agreement shall not exceed the aggregate monies paid by the Customer to IUNA.

2.4 IUNA shall in no circumstances be liable to the Customer for any Consequential Loss.

2.5 IUNA shall in no circumstances (whether before or after termination of this Agreement) be liable to the Customer for any Loss of Data.

2.6 Notwithstanding anything to the contrary contained in this Agreement, IUNA's liability to the Customer for:

2.6.1 death or personal injury resulting from the negligence of IUNA, its employees, agents or sub-contractors;

2.6.2 damage suffered by the Customer as a result of a breach by IUNA of the condition as to title or the warranty as to quiet possession implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;

2.6.3 damage for which IUNA is liable to the Customer under Part I of the Consumer Protection Act 1987; and fraud; shall not be limited.

2.7 The exclusions from and limitations of liability set out in this clause 2 shall be considered severable. The validity or unenforceability of any one clause, sub-clause, paragraph or sub-paragraph of this clause 2 shall not affect the validity or enforceability of any other part of this clause 2.

The provisions of this clause 2 shall survive the termination of the whole or part of this Agreement.

Intelligent Ultrasound is proud to work closely with healthcare educators from around the world to develop market leading simulators and learning systems that will help better prepare and support clinicians in the care of their patients.



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