

# CH CORP. and COMPUTER HEALTH

## Consumer & Business Services

### Service Terms and Conditions



## **SERVICE TERMS AND CONDITIONS**

### **Conditions:**

1. The customer undertakes and agrees to pay, upon reception of the invoice, any and all charges relating to maintenance services (the "Maintenance Services") of the equipment (the "Equipment"), by CH Corp./Computer Health, (the "Company"), the repair expenses (the "Expenses") and the cost of the parts mentioned in said invoice (the "Cost"), including all taxes relating thereto.

### **Warranty and Limitations:**

2. The company warrants replacement parts used and listed in the "parts" box of the Customer Service Action Form for a period of thirty (30) days from the date of providing the Maintenance Services.

3. The warranty set out in paragraph 2 does not cover the necessary replacement of parts caused by:

- a) Failure to continuously provide a suitable installation environment with all facilities prescribed by the manufacturer of the Equipment in particular the failure to provide adequate electrical power, air conditioning or humidity control;
- b) Use of the Equipment in a manner or for a purpose other than the manner and purpose for which the Equipment was designed;
- c) Use of supplies (such as, but not limited to, ribbons, paper, disks, cartridges, magnetic tapes or other material(s) not prescribed by the manufacturer of the Equipment;
- d) Accidents (including, but not limited to, fire, explosions, floods, storms and acts of God), transportation or relocation of the Equipment, repairs, replacements or maintenance performed by persons other than the Company's representatives or those authorized by the Company, neglect, misuse or abnormal use of the Equipment, use of parts or attachments or removal of parts which deviate from the Equipment manufacturer's physical, mechanical or electrical design or which is otherwise not recommended for field replacement;
- e) Operator error or negligence.

4. The foregoing warranty is the only warranty extended and supersedes all other warranties or conditions, express or implied and including, but not limited to, those arising by statute or otherwise in law or from a course of dealing or usage of trade. In no event will the Company be liable for any special, direct, indirect or consequential damages, including but not limited to, damages to data or programs belonging to the customer, even if such damages are attributed to the Company's gross negligence.

5. In the event that the customer has already entered into a maintenance contract with the Company or has already accepted an estimate proposed by the Company, the provision of said contract or said estimate, as the case may be, shall apply to the Maintenance Services, the Costs and the Expenses.

### **6. Cost of the Estimate:**

The customer agrees to pay estimate costs equivalent to one (1) hour of work, if he/she refuses to have the repair described on the estimation performed. The cost of the estimate is not applicable if the customer agrees to proceed with the repairs.

Estimates are valid for a period of thirty (30) days.

### **7. Storage and disposal of equipment:**

In the event that the Equipment is not claimed within sixty (60) days from the date the customer has been so notified, a fee of TEN DOLLARS (\$10) per month will be charged to the customer.

The Company considers the Equipment left with personnel of Computer Health to be forgotten if it is not claimed within ninety (90) days from the date from which the Maintenance Services have been completed and may dispose of it after ninety (90) days notice has been given to the customer.

8. These conditions will be construed and interpreted in accordance with the laws of the Province where the Maintenance Services are provided and the Courts of the relevant judicial district of such province shall have full and exclusive jurisdiction.

9. The Customer is responsible for making a backup copy of all software programs and computer data. In no event will the Company be held responsible for loss of data or software programs that belong to the customer or incompatibility caused by the installation of accessories such as additional software programs, in particular, parts replacements or the addition of software programs, including the loss of profits or business income, inability to achieve projected savings or claims for damages made against the Customer by a third party.

Please send correspondence about this Agreement to:

**CH Corp.**  
**Customer Services Department**  
**Suite 242**  
**1919B – 4<sup>th</sup> Street S.W.,**  
**Calgary, AB T2S 1W4**