

Heska®

Equipment Extended Service Plan Terms and Conditions

These terms and conditions apply to Heska's Extended Service Plan ("Extended Service Plan") which is available between the original purchaser identified in the Extended Service Plan Purchase Agreement (hereinafter referred to as "Customer") and Heska Corporation ("Heska") for the Equipment identified in the Extended Service Plan Purchase Agreement ("Agreement"). These Terms and Conditions are outlined as follows:

Equipment Eligible for Extended Service Plan

1. Hardware, such as chemistry, blood gas, hematology, other clinical hardware analyzers, instruments, and infusion pumps shall be referred to as "Equipment".
2. The Equipment must be in proper operating condition according to Heska's specifications on the date of purchase of the Extended Service Plan. The Equipment is considered in proper operating condition when the Equipment performs a sample analysis without any error or indication code(s), and results of analysis of an approved quality control material fall within specified ranges. If the Equipment does not meet the qualifications for proper operating conditions it is not eligible for the Extended Service Plan. Customer should contact Heska's Technical Support Services (TSS) at 1-800-GO HESKA, option 3 (1-800-464-3752) for Service Repair options and pricing.
3. Customer is eligible to purchase an Extended Service Plan upon the expiration of the original Heska Limited Warranty if such Extended Service Plan is purchased by Customer within the thirty (30) day Grace Period of the expiration date of the original Heska Limited Warranty, and if the Equipment is operating according to performance specifications and in proper operating condition as set forth above. Any Customer with an expired Extended Service Plan or expired Heska Limited Warranty past the 30 day Grace Period will be able to sign up for an Extended Service Plan for a \$299.00 reinstatement fee, plus the cost of the Extended Service Plan, provided that Customer and the Equipment otherwise meet the requirements to purchase an Extended Service Plan as set forth herein.
4. Any Equipment purchased from a third party other than a Heska authorized distributor will require prequalification as determined in Heska's sole discretion and at Customer's sole expense before being eligible for any Heska service plan.
5. The Extended Service Plan only covers defects in materials or workmanship of Equipment which occur during normal and proper use, and is contingent upon the proper use of the Equipment in an appropriate operating environment and with proper maintenance ("Defective Equipment"). The Extended Service Plan excludes damage to Equipment and actions of Customer, including, but not limited to the following:(1) damage to the Equipment due to accident, neglect, misuse, excess wear and tear, fire or other casualty, water, weather or failure to use the Equipment according to Heska's recommended routine maintenance, routine operation and sample handling guidelines; (2) damage to Equipment due to use of consumables (reagents, calibrators, controls, cleaning agents, or use replaceable parts) that are not approved by Heska for use with the Equipment and are provided by anyone other than Heska, or one of Heska's authorized distributors; (3) service which is required to comply with changes in the laws or regulations of any governmental body or agency; or (4) alteration, modification, or servicing of the Equipment by someone other than Heska's authorized service personnel.

6. Heska reserves the right to refuse to exchange Equipment or perform service where the Equipment has been altered, modified or serviced by someone other than Heska's authorized service personnel, or where the serial number has been tampered with, or is missing and the Equipment cannot be identified. Alteration, modification, or servicing of the Equipment or Exchange Equipment by someone other than Heska's authorized service personnel shall void the Extended Service Plan. If Equipment or Exchange Equipment has been altered, modified, or serviced by someone other than Heska's authorized service personnel, Heska, at its election, may choose to repair such Equipment or Exchange Equipment and Customer shall pay for such repair.
7. If service under the Extended Service Plan requires the replacement of any parts, components, or the Equipment, the replacement (new or refurbished) items become the property of Customer, while the removed (old) items become the property of Heska. No charge will be made to Customer for any replacement parts, components, or Equipment covered under the Extended Service Plan. Any parts, components, or Equipment requiring replacement may be replaced using refurbished parts, components, or Equipment. Any replacement parts, components, or Equipment furnished at no cost to Customer in fulfillment of this Extended Service Plan which otherwise may be covered by Heska's Limited Warranty, are covered only for the unexpired portion of this Extended Service Plan, without any Limited Warranty.
8. Customer must contact Heska's Technical Support Services ("TSS") at 1-800-GO HESKA, option 3 (1-800-464-3752) with any technical questions regarding the Equipment or its operation. In providing technical assistance relating to problems with the Equipment or operation of the Equipment, TSS and compliance with the Extended Service Plan requires the full cooperation of Customer. Customer's failure to resolve in good faith any issues relating to the Equipment, or failure to reasonably cooperate with TSS in resolving such issues shall void the Extended Service Plan.
9. Customer agrees to pay for service not covered by the Extended Service Plan as expressly provided herein at Heska's current regular hourly service rates, and then current parts list prices at the time service is rendered.

Period of Coverage

10. The Extended Service Plan, if purchased while the Equipment is already under the Heska Limited Warranty or a previously purchased Extended Service Plan, shall become effective upon the expiration of said Heska Limited Warranty or previously purchased Extended Service Plan. The Extended Service Plan, if purchased for uncovered, eligible (see below for eligibility requirements) Equipment, shall become effective upon the date of the Agreement. The Extended Service Plan shall remain in effect for a period of twelve (12) months after that effective date. The Extended Service Plan will renew automatically unless terminated in writing by either party at least sixty (60) days prior to the expiration date. Customer agrees to pay for any such renewal and failure to pay the invoice for such renewal shall result in the Extended Service Plan being cancelled by Heska without notice to Customer of such cancellation.
11. All standard shipping, handling and transit insurance expenses incurred under the Extended Service Plan are included in the Extended Service Plan. Any expedited, international, or other non-standard transportation expenses shall be provided at an additional expense to Customer.
12. Extended Service Plan prices are subject to change without notice.

Service Provided

13. Subject to the terms hereof, upon receipt of Equipment covered by an Extended Service Plan, Heska agrees to furnish to Customer an exchange of Equipment, of similar make and model, new or refurbished, for Defective Equipment during the effective period of the Extended Service Plan ("Exchange Equipment"). Should the customer opt-out of receiving an Exchange Equipment, Heska will furnish the labor and parts to repair Customer's Defective Equipment as required for failures that occur under normal operating conditions during the effective period of the Extended Service Plan.
14. Service under an Extended Service Plan may be provided at Heska's Service Center or in-clinic by one of Heska's authorized service personnel at Heska's sole election.
15. Customer may request that Equipment be loaned to Customer for the duration of the service if Customer has elected to repair their Equipment and not accept an Exchange Equipment in its place. Heska will use reasonable efforts to fulfill such a request. The loaned Equipment will be shipped via standard delivery, within two (2) business days after Customer's request during normal business hours, Monday through Friday (international customer Equipment loaner availability may vary). Saturday delivery or overnight delivery is available, but Customer will be responsible for the additional cost of such Saturday or overnight delivery. To ensure loaned Equipment is available to those customers who request one, Heska requires the return of loaned Equipment within seven (7) days of Customer's receipt of its repaired Equipment. If Customer does not return the loaned Equipment within seven (7) days, Customer will be invoiced for the loaned Equipment at the then current list price of such new Equipment. If Customer subsequently returns the loaned Equipment, Customer will be billed a rental fee at Heska's then-current rates for the loaned Equipment and the new Equipment charge will be credited off the account, less the rental fee. Customer will not be penalized for documented delays in shipping. Customer is responsible for damage to or loss of the loaned Equipment. No warranties, including Heska Limited Warranty, are made for the loaned Equipment.

Exclusions, Cancellation, Pricing Subject to Change

16. Centrifuge, Printer and printer consumable items, Supplies, and other items that by their nature are consumed or designed to wear out under ordinary use are not covered under the Extended Service Plan described herein. The Extended Service Plan may be modified or cancelled from time to time by Heska without notice to Customer. All prices are subject to change by Heska without prior notice to Customer.

Replacement of Parts/Instruments

17. If service under the Extended Service Plan requires the replacement of any parts, components, or Equipment, the replacement (new or refurbished) items become the property of Customer while the removed (old) items become the property of Heska. Any replacement parts, components or Equipment requiring replacement may be replaced using refurbished parts, components, or Equipment.

Termination

18. In addition to Heska's other termination rights set forth herein, Heska shall have the right, but not the obligation, to terminate an Extended Service Plan due to non-payment of invoices, excessive breakdowns or damage to the Equipment covered under the Plan caused by misuse, or the negligence, or willful misconduct of Customer or a user authorized by the Customer. No refund of any payments for the Extended Service Plan shall be made upon termination or upon a Plan being voided for the unexpired portion, except at Heska's election as provided in Section 19.

Limitation of Liability; Customer's Exclusive Remedy

19. Heska's sole responsibility and Customer's sole and exclusive remedy under the Extended Service Plan shall be limited to Heska providing the respective service by repair or replacement of the Defective Equipment, including defective component(s), providing an Exchange Equipment, or by Heska by providing Customer with a pro rata refund of the Extended Service Plan, at Heska's sole election. Such pro rata refund shall be calculated by dividing the amount paid for the Extended Service Plan by 365 days for a Daily Cost, then subtracting the days remaining under the Extended Service Plan and multiplying that number by the Daily Cost to determine the pro rata amount. The pro rata amount will be refunded to Customer. If Heska elects the pro rata refund, this Extended Service Plan shall immediately terminate and Heska shall have no further obligation to Customer. Services are performed to industry standards at the time of performance and Customer's remedy for performance of the service is limited to Heska repeating the Service. HESKA MAKES NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HESKA SHALL HAVE NO OTHER LIABILITY OR RESPONSIBILITY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY HESKA, HESKA PRODUCTS INCLUDING BUT NOT LIMITED TO HESKA REPLACEMENT PARTS, INSTRUMENT, EQUIPMENT, EXCHANGE EQUIPMENT, LOANED EQUIPMENT, OR SERVICE PROVIDED BY HESKA, AND IN NO EVENT SHALL HESKA BE LIABLE FOR ANY COVER, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS OR ANY OTHER CLAIM OR DAMAGE OF CUSTOMER.
20. Heska Extended Service Plans do not cover damage resulting from, but not limited to, accident, misuse, negligence, neglect, spills, abuse or failure to use the Equipment in accordance with Heska's recommended routine maintenance, operating procedures and sample handling guidelines, damage due to floods, fire, tornados, lightning or other acts of nature, electrical service anomalies, third parties, etc. Equipment that is damaged by any repair attempt by an unauthorized person or company is excluded from the coverage of any Extended Service Plan. All charges to restore the Equipment to an operational status from damage resulting pursuant to this Section 20 will be billed to Customer at the current time and material rate, which is subject to change without notice to Customer.

General

21. The Extended Service Plan is available only to Customer and is not assignable or transferable to any subsequent purchaser or user of the Equipment or to any third party.
22. Heska reserves the right to subcontract any service under the Extended Service Plan.
23. Heska reserves the right to not renew or to discontinue the Extended Service Plan.
24. Heska may assign or otherwise transfer its rights and obligations under the Extended Service Plan without notice to Customer: (i) to a parent, subsidiary, affiliate or similarly related entity; (ii) in connection with a merger, acquisition, reorganization or consolidation; or (iii) in connection with the sale of Heska's corporate stock or assets.
25. These Equipment Extended Service Plan Terms and Conditions are subject to change by Heska without notice.
26. The Extended Service Plan is valid in the United States and Canada only.
27. This document will be interpreted and construed in accordance with the laws of the State of Colorado without regard to conflict of laws principles. All disputes arising out of the Agreement shall be brought

only in the state or federal courts located in the State of Colorado. Each party consents to the exclusive personal jurisdiction and venue of the courts, state and federal, located in the State of Colorado.

28. In case any one or more of the provisions contained in this document shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this document, and this document shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Shipping Procedure for Defective Equipment Return

29. Heska will not accept any Equipment returns without a Heska-issued "Returned Goods Authorization" (RGA) number and/or a Heska-issued "Return Service Label" (RSL). Customer shall notify Heska of defective Equipment in writing or by phone conversation with an authorized Heska Customer Service representative at 1-800 GO HESKA (1-800-464-3752) and Heska, in its sole discretion, will issue an RGA number or provide Customer a Heska-issued RSL. Defective Equipment covered by a Heska Extended Service Plan to be returned to Heska must be accompanied by a Heska-issued RGA number or a Heska-issued RSL. All Equipment returned to Heska must be packaged appropriately per Heska instructions and in a Heska-approved shipping box.
- a. Once the Customer has an RGA number or RSL, the Customer should ship the Defective Equipment covered by a Heska Extended Service Plan to the address specified by the Customer Service Center.
 - b. Heska shall have no obligation to replace, repair, or return any and all Equipment returned without a Heska-issued RGA number and/or Heska-issued RSL and the Customer shall bear all expenses incurred by such unauthorized return. Any Customer who returns Equipment to Heska without an RGA number or RSL shall be charged storage for thirty (30) days, and thereafter Customer authorizes the disposal of such Equipment Heska. All costs incurred by Heska in the storage and disposal of such Equipment shall be paid by Customer.
 - c. Unless specifically noted otherwise in writing, return of Equipment with a Heska-issued RGA number or RSL constitutes the Customer's authorization for Heska to replace or repair such Equipment subject to an applicable Extended Service Plan and to invoice the Customer for any and all reasonable costs of replacement, repair, labor, parts and freight on items not covered by the terms of Heska's Extended Service Plan, if any. Such authorization includes charges for handling and shipping of returned Equipment found by Heska to not be defective.
 - d. The Customer shall bear the risk of loss or damage during transit of Equipment whether or not the Equipment meets Heska's Extended Service Plan requirements.
 - e. Any returned Defective Equipment that is replaced shall become the property of Heska and Customer shall sign any necessary paperwork to transfer ownership.
 - f. If Heska elects to replace any Defective Equipment, Heska will do its best to replace the Equipment with like replacement Equipment, subject to availability. If applicable, the replacement order will be in full shipping units, with freight paid by Heska.
 - g. No return of Equipment shall relieve Customer of its obligation to make payment in full and as due for the Equipment to the applicable seller of the Equipment (Heska or a distributor) or to a third party lender, if applicable.
30. Shipments not displaying RGA#, RSL, or shipments sent "freight collect" will be rejected.
31. Customer is solely responsible to make all claims for damage due to shipment directly to the freight carrier.

32. Heska reserves the right to modify, amend, alter and change these Terms and Conditions at any time, with or without notice to Customer.
33. The repair service procedure as set forth herein is subject to change by Heska without notice to Customer.

Contact Information

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