

INSTALLATION PROOF AND WARRANTY REGISTRATION COUPON DE GARANTIE

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E-mail: pwd@metasys.com

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For the dental office:

Please confirm that your technician has informed you about the following important points:

Product function, operation, maintenance

Warranty guidelines:

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- Keeping service intervals
- Operation and cleaning with preparations recommended
- by the manufacturer
- Service documentation, return of installation proof

Pour le cabinet dentaire:

Veuiller nous confirmer que le technicien vous a bien informé sur:

Fonctionnement, utilisation et entretien du produit

Conditions de garantie:

- Respect des intervalles de révision
 Fonctionnement et nettoyage avec les produits recommandés
- par le fabricant
- Documentation des révisions dans le livret de l'appareil
 - et retour du coupon de garantie

Place of installation Emplacement de l'appareil Dealer Distributeur

Dental Office Stamp Tampon du cabinet Dental Dealer Stamp Tampon du dépot dentaire

Central Suction System (Dry Vacuum System) EXCOM hybrid 3/6

Equipment Logbook Assembly, operation and maintenance





Index · Scope of delivery · Explanation of the pictograms

Office personnel / technicians

1. Index

The footnote found on each page defines the user group particular information is aimed at.

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2. Scope of delivery

- 1x suction system EXCOM hybrid 3/6 (dry vacuum system)
- 1x reducer 1 ½" to 1 ¼"
- 1x locking ring
- 1x noise reducing item
- 1x air inlet valve
- 1x black heat resisting hose, 2 inch; 3.3 feet
- 1x grey hose, 1 ½ inch; 3.3 feet
- 1x PVC hose, ½ inch; 3.9 feet
- 2x hose clamp , 1 ¼" to 2"
- 2x hose clamp , ³/₄ to 1 ¹/₄

3. Explanation of the pictograms



General information

Office personnel / technicians

4. General information



The safety, reliability and performance of the appliance is only guaranteed by METASYS if the following instructions are observed:

- EXCOM hybrid 3 / 6 are ME, medical electrical, equipments externally powered, therefore Class I according to EN 60601-1.
- Assembly, alterations or repairs may exclusively be carried out by authorized service personnel in compliance with EN Standard 60601-1 (International Standard for Medical Electrical Apparatus, in particular Part 1: General Rules for Safety).
- The electrical installation must comply with the regulations of the IEC (International Commission for Electrical Engineering).
- The apparatus must exclusively be used in conformity with the instructions for installation, operation and maintenance.
- Only original parts may be used for repairs or replacements.
- All instructions issued by manufacturers of equipment for the treatment of patients which is connected to the suction engine must be observed.
- After commissioning, complete the proof of installation at the front page of this manual and send this to METASYS in order to define the warranty period.
- All inspection and service work must be entered into the device documentation at the first pages of this manual.
- When requested by an authorized engineer, METASYS agrees to make all documents available for the use of technically qualified service personnel.
- METASYS accepts no responsibility for damages caused due to external factors, such as wrong installation, improper use of the apparatus or unauthorized technical intervention.
- Users must study equipment and assure themselves of its good condition before every use.
- Medical products should be treated with respect when it comes to electromagnetic compatibility and special safety measures must be taken. Special instructions concerning electromagnetic compatibility for medical products are given in our special leaflet EMV EN 60601-1-2, which can be found on our website www.metasys.com in the download area.



The equipment is not suitable for use in explosive or combustible environment.

Use · Type overview

Office personnel / technicians





5. Use

The METASYS EXCOM hybrid is a central suction system (dry vacuum system) used in dentistry for centralised vacuum production, as well as the separation of air and liquids.

The EXCOM hybrid central suction system (dry vacuum system) is a vacuum engine with integrated air/liquid separation. It can be operated both as semi-wet or dry suction system.

In the US and Canada semi-wet suction system is the same as dry suction system.

Application specification

Intended medical indication	Dental treatment
Intended patient population	Dental patients
Intended part of the body or type of tissue applied to or interacted with	No direct contact with patients
Intended user profile	Dentists, educated dental person- nel, technicians for maintenance
Intended conditions of use	Place: stationary installation in remote rooms for machinery in dental practices Environment: installaton guidelines Frequency of use: during dental treatment, not permanently
Operating principle	Side channel blower pump for generation of vacuum with integrated separation

6. Type overview

EXCOM hybrid 3 - 220-240 V

EXCOM hybrid 3 is a central suction system (dry vacuum system) with integrated air/liquid separation for simultaneous operation of 3 $\rm HVEs.$

EXCOM hybrid 6 - 220-240 V

EXCOM hybrid 6 is a central suction system (dry vacuum system) with integrated air/liquid separation for simultaneous operation of 6 HVEs.

Note:

1 x HVE	=	2 SEs
HVE	=	High Volume Evacuator
SE	=	Saliva Ejector

Construction

Office personnel / technicians

7. Construction

See illustration

1.1 Suction engine with dynamic separation unit

The suction engine (vacuum engine) is a powerful dry vacuum engine operating according to the principle of the side channel vacuum pump. The dynamic separation unit centrally separates liquids and solids from the air stream without interruption of the suction's output. This eliminates the need for an air/liquid separation tank.

3.2 Air inlet valve + noise reducing item

The air inlet valve optimises the vacuum and protects the suction equipment from overheating. To prevent noise formation at the air inlet valve attach the noise reducing item included in the scope of delivery.

3.3 Vacuum filter (vacuum trap)

Coarse solid particles are held back in the vacuum filter.

3.4 Hose connections

3.5 Water collector

The water collector protects the suction pump (vacuum pump) from water backdraft and transports the water to the outlet, if necessary.



Explanation of the type plate

Office personnel / technicians



8. Explanation of the type plate

See illustration

The type plate and the UL mark can be found at the fan cover **1.1**.

- 2 See illustration
- **2.1** Equipment type
- **2.2** Mains supply data
- **2.3** Serial number
- **2.4** Address of the manufacturer
- **2.5** CE conformity mark
- **(2.6)** Separate collection electrical/electronic equipment
- **2.7** Follow instructions for use



Technical data

Office personnel / technicians

9. Technical data

EXCOM hybrid 3

Mains voltage	220-240 V AC
Frequency	60 Hz
Max. current consumption	10,3 A
Electrical shaft power	1.74 HP (1,3 kW)
Max. ambient temperature	104° F (40° C)
Suction volume	61.8 cfm (1750 l/min)
Vacuum, regulated	6.8 in Hg (230 mbar)
Operating time	100 %
Weight	59.5 lbs (27 kg)
Noise level	63 dB(A)
Dimensions (H x W x D)	22.8" x 17.7" x 15.7" (580 x 450 x 400 mm)



4 EXCOM hybrid 6

Mains voltage	220-240 V AC
Frequency	60 Hz
Max. current consumption	10,0 A
Electrical shaft power	2.44 HP (1,8 kW)
Max. ambient temperature	104° F (40° C)
Suction volume	84.75 cfm (2400 1/min)
Vacuum, regulated	6.8 in Hg (230 mbar)
Operating time	100 %
Weight	66 lbs (30 kg)
Noise level	68 dB(A)
Dimensions (H x W x D)	24.4" x 18.9" x 15.7" (620 x 480 x 400 mm)



Description of function

Office personnel / technicians



10. Description of function

See illustration

On removing a suction hose from its suction tube holder of the dental chair or after switching on the office main switch and the protection switch on the control box, the dynamic separation **1.1** and the EXCOM hybrid central system suction (dry vacuum system) engine **1.2** start. After the vacuum has been developed, the optionally available place selection valve for the treatment place in use opens.

Only in case of the installation of a spittoon valve: The water from the cuspidor or spittoon runs through the spittoon bowl into the suction hose, which also starts the EXCOM hybrid central suction system (dry vacuum system) through the spittoon valve.

The mixture of liquids, solids and air sucked from the dental chairs flows through the suction connection **1.3** and prefilter **1.4** into the separation chamber **1.1**. The mixture is accelerated into a circular movement by the rapidly rotating impeller blades. The liquids and solids are tangentially centrifuged, whilst the air flows through the blade shafts into the hose connection with the air inlet valve **1.5** into the suction engine (vacuum engine) **1.2**. The dry air is discharged via the optional bio-filter into the atmosphere through the exhaust air connection **1.6**. The factory-made follow-up time of the dynamic air/liquid water separation and of the suction motor (vacuum motor) is approx. 60 seconds. This can be extended according to the installation situation.

The centrifuged liquids and solid particles smaller than the mesh of the prefilters **1.4** are either led into the normal sewage system via the water outlet **1.7**.

Installation guidelines

Office personnel / technicians

11. Installation guidelines

• The EXCOM hybrid suction system (dry vacuum system) is designed to be installed only in dry, adequately ventilated rooms.

Its use in areas subject to explosive and fire hazards is not permitted.

Temperature and Ventilation

- The operating temperature ranges from between +40° F (+10° C) and +104° F (+35° C). The relative humidity must not exceed 70%.
- The storage and transport temperature ranges from between +32° F (+0° C) and +158° F (70°C). The relative humidity must not exceed 80%.
- In case of a room temperature of more than +95° F (+35° C), a fan must be installed for additional ventilation. An exhaust fan is necessary if room temperature is not maintained by other methods.
- Adequate forced ventilation must be provided across the unit by placing an appropriate exhaust fan opposite an equivalent air intake vent. The fan should be placed higher than the associated intake vent.

2 See illustration

When the EXCOM hybrid suction system (dry vacuum system) is installed, the connection side must be placed at least 5.9" (150 mm) from the wall so that the hoses can be connected.

- Installation can be on the same level as the dental units, in a side room or one floor lower.
- In order to avoid vibrations, the suction system must be installed on a firm base.
- The maximum altitude is 9843 feet (3000 m).

See illustration

The front of the device must be easily accessible. If the EXCOM hybrid system is installed with the covering hood, nothing must be placed on top of it. To allow the removal of the covering hood, a free space above equal to the equipment's height equal to half its width at the sides is required. There must be clear space of approx. 2" (50 mm) around the device to guarantee adequate air circulation.



Do not lift the device at separation!

While the suction is used, the device must not be switched off at the office main switch or the protection switch of the control box.





Installation guidelines

Office personnel / technicians









11. Installation guidelines

Air inlet valve (item no: 40040006)

To optimize the transport of liquids, an air inlet valve needs to be installed in the dental chair. This ensures an air flow of approx. 3.5 cmf (100 l/min) during operation. This measure guarantees the safe transport of waste water in the main piping and through the spittoon valve (if installed) from the spittoon bowl through the suction pipes.

2 See illustration

- Only flexible spiral hoses made from PVC or equivalent materials may be used.
- Connections to the EXCOM hybrid central suction system (dry vacuum system) must be made by flexible hoses and be as short as possible.
- We recommend a pipe diameter of 1 ½" (40 mm). Avoid rightangle bends in order not to lose suction power (dry vacuum power) (recommendation: 2 x 45° degree bends). Use only 45° degree elbows to make turns in the main line.
- Discharge pipes must meet applicable local legislation.
- Waste water must be allowed to drain off freely without any backup. Waste water pipes must have a hydraulic gradient of at least 2 %.

Exhaust air

- The air must be discharged out-of-doors. For reasons of hygiene and in order to avoid noise pollution we recommend that the outgoing air connection is fitted with a bio-filter.
- The diameter of the discharged air connection must be equal to or bigger than the diameter of the suction connection. Use metal pipe. Do not make a trap in the exhaust vent piping. Do not use 90° fittings. Connection between the pump and exhaust vent piping is typically made via the supplied 2-inch black heat resisting hose.

Exhaust Vent Protection

 If the exhaust piping is venting to the outside of the building, precautions must be taken to protect the equipment room from weather elements and animal intrusion **Office personnel / technicians**

11. Installation guidelines

Exhaust air: condensate water backflow

- A self-closing flap or a fine-meshed grid has to be installed at the air outlet to prevent particles or small animals from entering.
- It has to be ensured that no condensate water can run from the exhaust air to the suction machine (for example: when the exhaust air is led directly to the ceiling). Therefore the exhaust air has to be lead outside (as pictured in the picture below) and equipped with a condensate collector.
 - **4.1** Exhaust air pipe (with pipes)
 - **4.2** Heat resistant exhaust air hose (flexible)
 - **4.3** Condensate water outlet optional connection drain
 - 4.4 Vacuum line

12. Hose connections

5 See illustration

- **5.1** Connection for the suction hose (from the dental units): 1 ¹/₂" (40 mm) diameter
- S.2 Connection for exhaust air: EXCOM hybrid 3: 1 ½" (40 mm) diameter EXCOM hybrid 6: 2" (50 mm) diameter
- **5.3** Connection for waste water (clean water discharge):
 0.59" (15 mm) diameter. It is possible to change the outlet size with different adapters to different sizes/diameters.

Pipe and hose installation:

Any pipe or hose used must be vacuum tight and resistant to all chemicals normally used in a dental practice (e.g. HT discharge pipes made from PP, PVC-C, PVC-U, PE-HD).



All hose connections must be secured with hose clamps! For the exhaust air connections only heat-resistant (≥ 266° F (130° C)) hose and pipe material must be used.



In case of water discharge at the water collector all connections, especially the water discharge pipe, must be checked.





Office personnel / technicians



13. Electrical connections

Mains connection:

The mains connection must only be carried out by a trained electrician. The electrical installation must be carried out in accordance with applicable local regulations.

Before connecting with the mains, the nominal voltage stated on the type plate on the equipment must be compared with the mains voltage. The EXCOM hybrid suction system (dry vacuum system) must only be connected to the power supply with the supplied power cable. Extension cables must not be used.

The electrical connections must be carried out observing all technical regulations concerning the setup of low voltage systems in areas used for medical purposes.



The motor connection cable must be laid in such a way that it does not come into contact with hot surfaces. The motor connection cable may not contact hot surfaces!

- Before start-up, check the mains voltage against the voltage indicated on the model identification plate.
- When connecting to the mains electricity supply, ensure that the circuit is fitted with an allpole disconnect switch (all-pole switch)
- Suction units can only be connected to the mains power supply using a fixed cable connection.
- Replacement of supply cord only by authorized person according to EN 60601-8.11.3
- The suction unit is operated using the main board located in the external control box.

Circuit protection: automatic cutout 16 A, characteristics C according to EN 60898



EXCOM hybrid 6 may only be connected to a power supply with maximum permissible system impedance Zmax = 0,4265 $\Omega!$

Main switch / Connection to control box

Connections to the mains, 220–240 V, must be done after the office' main switch.

The suction unit (vacuum unit) is operated using the circuit breaker located in the control box. Do not position the suction machine in a way that it is difficult to operate the circuit-breaker. The control box must be easy reachable for the shutdown of the suction unit.

Electrical connections

Office personnel / technicians

13. Electrical connections

Circuit diagram EXCOM hybrid 3/6 - 220-240 V

Legend:

A1	control circuit board EXCOM		
C1	condensator		
H1	hour meter		
M1	suction motor		
Q1	protection switch	EXCOM hybrid 3 In = 8 A Un = 240 V Icu = 2 KA	EXCOM hybrid 6 In = 12 A Un = 240 V Icu = 2 KA
F1	fuse	In = 0,630 A Un = 250 V Icu = 35 A	

Office main switch:

If the starting signal from the dental chair is not available, there has to be done a connection between the cable strand number 1 and number 3 of the control cable (picture **3.1**). The suction system (dry vacuum system) starts now when the office main switch or the protection switch of the control box is switched on. The follow-up time is now inactive.

Starting signal at the suction tube holder (only if connected directly to the dental unit):

The control cable for the starting signal at the suction tube holder is already connected internally by a 2 pole cable, 10 feet (3 metres) long. The suction system (dry vacuum system) starts when the two contacts are connected. The control cable is to be properly fixed into a junction box.

Follow-up time: The factory-made follow-up time of the suction system (dry vacuum system) is approx. 60 seconds. By turning the knob P2 on the timing relay, this running time can be adjusted.

EXCOM hybrid 3/6	3	EXCOM	hubrid	3/6
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Legend:

-			
A1	control circuit board EXCOM		
F1	fuse (0,63 A)	In = 0,630 A Un = 250 V Icu = 35 A	
H1	hour meter		
K1	motor contactor		
Q1	protection switch	EXCOM hybrid 3 In = 8 A Un = 240 V Icu = 2 KA	EXCOM hybrid 6 In = 12 A Un = 240 V Icu = 2 KA
W1	main power supply		
W2	control cable - suction motor		
W3	control cable - sucking contact	t	
R1	Follow-up time		





Office personnel / technicians



14. Connection of the ECO II/ECO II Tandem with EXCOM hybrid

Connection of the sewerage tubes and pipes

- **3.1** amalgam separator
- **3.2** suction system (dry vacuum system)
- **3.3** air out
- **3.4** air in
- **3.5** water out

Note

It is also possible, but not recommended, to install the ECO II/ ECO II Tandem in front of the suction system (dry vacuum system).





15. Maintenance / Cleaning

4 See illustration

Twice a day, after having sucked off some water, use the evacuation line cleaner GREEN&CLEAN M2 (item no: 60010210).

Ideally a cleaning with GREEN&CLEAN M2 should be carried out before longer periods of downtimes of the dental unit (e.g. lunch break, end of the working day or holidays).

See illustration

In case a spittoon valve is installed

The spittoon bowl should also be rinsed with GREEN&CLEAN M2 twice a day.

Cleaning of the filters

The filters must be cleaned at least once a week. However, depending on the method of working, this may be necessary every day. A clogged prefilter is perceivable by a reduction of suction power.

- The filter at the suction tube holder, at the dental unit, spittoon bowl
- The vacuum filter (vacuum trap) on the suction machine **6.1**

Note

Any residues from the prefilter, which might contain amalgam, must be disposed according to the local legislation.

Exhaust air filter

The optional exhaust air biofilter must be changed at least once a year.



Yearly maintenance kit (item no: 50060227)

A yearly maintenance of the EXCOM hybrid is required: This includes the check valve of the air/liquid separation outlet, the filter grid and the inlays of the noise reducing item.

Commissioning

Office personnel / technicians

16. Commissioning

- See illustration
- Switch on the office and the protection switch of the control box.

- See illustration
- Remove the suction hose from its holder.
- Check that all hose connections and other connections in the vacuum pipe are airtight.





Adjust the air inlet valve - see illustration

- The suction flow at the HWE should be at least 10.6 cfm (300 l/min).
- Adjustments cannot be made! Any adjustments done lead to a loss of warranty. The underpressure needs to be measured at the connection "Air in" with a underpressure measuring device*.

* Digital manometer	item no.: 40400005
Protective covering for manometer	item no.: 40400006

Negative pressure with air inlet valve: 180 (-20) mbar





- Suck 1 gallon (approx. 4 litres) of water and check that the EXCOM hybrid central suction system (dry vacuum system) is operating correctly.
- Undertake electrical safety checks as required by local legislation, and record that the checks have been made.



Spare parts

Office personnel / technician

17. Spare parts





Office personnel / technician

18. Distributor Pure Water

The METASYS EXCOM hybrid 3 and 6 are distributed by Pure Water Development LLC under the following Terms and Conditions:



Terms and Conditions:

General Terms and Conditions of Pure Water Development LLC (PWD), 5001 74th Ct, Ste 206, Miami, FL-33155.

Seller's warehouse is located at: 2530 Kirby Circle, Unit 301, Palm Bay, Florida 32905.

1. Applicability.

- (a) These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the goods ("Goods") by Pure Water Development, LLC ("Seller") to the buyer named on the accompanying quotation or confirmation of sale & invoice ("Buyer"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.
- (b) The accompanying quotation or confirmation of sale & invoice (the "Sales Confirmation" and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

2. Delivery.

- (a) The Goods will be delivered within a reasonable time after the receipt of Buyer's purchase order and subject to availability of Goods. Seller shall not be liable for any delays, loss or damage in transit.
- (b) Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to Seller's warehouse (the "Delivery Point")

using Seller's standard methods for packaging and shipping such Goods. Buyer shall take delivery of the Goods within seven (7) days of Seller's written notice that the Goods have been delivered to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.

 (c) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

3.

 If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

4. Minimum Orders and Processing Fees for Canceled Orders.

- (a) A minimum order amount of \$150.00 (gross value of Goods) applies.
- (b) For orders that are cancelled by the Buyer less than two (2) weeks before the confirmed shipment date, Seller has the right to charge a fee of 20% of the net order total.
- (c) Buyer does not have a right to cancel the order after Delivery. However, in the event that Seller should consent to a cancellation request of an accepted order, the value of the Goods returned will be credited to the Buyer's customer account and Buyer may use such credit for subsequent purchases from Seller. A processing fee of 5% of the purchase price for the cancelled order (minimum of \$25.00) will be deducted from such credit and the credit value expires after two (2) years.

5. Shipping Terms.

Delivery shall be made FOB, Seller's warehouse in Palm Bay, Florida.

6. Title and Risk of Loss.

Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. To the extent the purchase price of the Goods is not fully prepaid, and as collateral security for the payment of the purchase price of the Goods, including the ancillary costs of Goods, such as sales taxes, duties, interest, freight charges, expenses of collection and enforcement including reasonable attorney's fees, the Buyer hereby grants to the Seller, a lien on and security interest in and to all of the right, title, and interest of the Buyer in,

METASYS distributor for the US and Canada Pure Water Development LLC

Office personnel / technician

to, and under the Goods as they are described in more detail in the Sales Confirmation, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Florida Uniform Commercial Code.

7. Amendment and Modification.

• These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

8. Inspection and Rejection of Nonconforming Goods.

- (a) Buyer shall inspect the Goods immediately upon receipt. Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods within twenty-four (24) hours of receipt and furnishes such written evidence or other documentation as reasonably required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.
- (b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's warehouse located in Palm Bay, Florida. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.
- (c) Buyer acknowledges and agrees that the remedies set forth in this Section 7(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under this Section 7(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

9. Price.

- (a) Buyer shall purchase the Goods from Seller at the price(s) (the "Price(s)") set forth in the Sales Confirmation. Price(s) contained in an initial Seller's quotation are only valid one month from date of issue.
- (b) All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.

10. Payment Terms.

- (a) Buyer shall pay all invoiced amounts due to Seller within fourteen (14) days from the date of Seller's invoice. Buyer shall make all payments hereunder by wire transfer or check and in US dollars.
- (b) Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for seven (7) days following written notice thereof.
- (c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

11. Limited Warranty.

- (a) Seller warrants to Buyer that for a period of twelve (12) months from the date of installation of its Goods ("Warranty Period"), that such Goods will be free from defects in material and workmanship. For motors the Warranty Period shall be sixty (60) months from date of installation. This Limited Warranty shall not cover the amalgam collection container ECO II, or any fragile parts of the systems, such as glass, plastic or light bulbs. Furthermore, for this Limited Warranty to apply, Buyer must install the systems and Seller must receive Buyer's proof of installation within twenty-four (24) months of Delivery.
- (b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 10(A), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
- (c) The Seller shall not be liable for a breach of the warranty set forth in Section 10(a) unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within three (3) days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested by Seller to do so) returns such Goods to Seller's place of business at Buyer's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective. Seller reserves the right to review Buyer's maintenance records.
- (d) The Seller shall not be liable for a breach of the warranty set forth in Section 10(a) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.
- (e) Subject to Section 10(d) and Section 10(e) above, with respect

Office personnel / technician

to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Buyer's expense, return such Goods to Seller.

 (f) THE REMEDIES SET FORTH IN SECTION 10(F) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 10(A).

12. Limitation of Liability.

- (a) IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- (b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.
- (c) The limitation of liability set forth in Section 11(b) above shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.

13. Compliance with Law.

Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

14. Termination.

In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

15. Waiver.

No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

16. Confidential Information.

All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

17. Force Majeure.

The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of two (2) months, Buyer shall be entitled to give notice in writing to Seller to terminate this Agreement.

18. Assignment.

 Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

19. Relationship of the Parties.

The relationship between the parties is that of independent

Office personnel / technician

contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

20. No Third-Party Beneficiaries.

 This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

21. Governing Law.

 All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.

22. Submission to Jurisdiction.

 Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Florida in each case located in the City of Miami and County of Miami-Dade, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

23. Notices.

All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

24. Severability.

 If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

25. Survival.

 Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Compliance with Laws, Limitation of Liability, Confidential Information, Governing Law, Submission to Jurisdiction, Notices and Survival. to be filled in by the technician • a remplir par le technicien

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	ZIP Code /Code Postal City / Cité State / Province		
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Order no. spare part/service kit Réf. pièces détachées/kit d'inspection			
Other maintenance activities Travaux de maintenance supplémentaires			
Company Société			

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