

# **Information Guide**

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# **Terms & Conditions**

### **1. What is “TROCARE”?**

The TROCARE is a cost of ownership package for Trotec Laser machines, that can be purchased at the time of purchasing a new or second-hand laser system or purchased for existing systems up to five years old. TROCARE can be renewed up to the beginning of the machine's 6th year since manufacture.

### **2. How TROCARE works?**

You can opt out of the TROCARE scheme without cost subject to a 30 day notice period. To opt out simply inform Trotec Laser Canada in writing by email at [helpdesk@support.mytrotec.ca](mailto:helpdesk@support.mytrotec.ca) 30 days before.

### **3. New laser systems**

Sign up to TROCARE with a new laser system to enjoy additional benefits over and above the standard factory warranty.

Maintain TROCARE from the start and the machine can remain in warranty until the end of its 6th year.

### **4. Existing laser systems**

If purchasing TROCARE with an existing laser system where TROCARE was not signed up from the start, you can enjoy all of the benefits of the complete cost of ownership on any machine up to 6 years old.

To enable us to warrant all of the parts on the machine, to our discretion an initial chargeable TROCARE service may be needed which will include a full inspection of the existing machine. Any existing problems must be rectified prior to the implementation of the TROCARE protection. Any faults found that are still covered by the standard machine warranty will be fixed free of charge in line with the terms of the original warranty. If the machine is still in the factory warranty phase (year zero to 1), Trotec at its discretion may elect to replace the equipment with a same model but similar age machine.

If you didn't purchase the machine from new or purchased ex-demonstration equipment, the age of the machine for TROCARE purposes will be based on the original delivery date of the machine from the factory to its first owner or to the original delivery date to Trotec Laser Canada in the case of exdemonstration stock.

## 1. What is covered by TROCARE

### a. Laser Systems

Laser Tubes  
Circuit Boards  
Belts  
Red Dot Pointers  
Motors  
Power Supplies  
Bearings

*All items above will only be issued on instruction from an authorised Trotec representative*

### b. Base Tables

- 1 Table per 5 years – can be selected from either Magnetic Engraving Table or Vacuum

Table but not one of each. *Not available in first two years for new machines.*

*Only applies to base tables supplied with the machine or subsequently purchased. Base tables of a type different to purchased items will not be supplied.*

### c. Rulers

- Rulers are not covered by any TROCARE level.

### d. Extractors/Filters/Consumables (Mirrors, Lenses and general)

- Extractors do not fall under TROCARE

## 7. What is not covered by TROCARE

- **Damage caused by accident or misuse.**
- **Damage caused by fire, flood, or other.**
- **Cosmetic damage caused to the machine**

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*Trotec Laser Canada | 1705 Argentia Rd. Unit 9, Mississauga, ON L5N 3A9*

- Losses due to theft. during normal use such as scorching,
- Damage caused by power surges • scratches or dents
- Water cooling systems.
- Materials used in the laser machine.
- Consequential losses suffered
- General wear and tear except for items of any failure of any description.
- All optics, filters, mirrors, carbon, cutting tables, extractor systems entirely.

#### LASER TUBES:

1. NEW MACHINES PURCHASED IN 2021 WITH A TUBE COVERING TROCARE PLAN WILL BENEFIT FROM FREE LASER TUBE REPLACEMENT WITH A REFILL / REFURBISHED EXCHANGE IF THE LASER TUBE OUTPUT IS FOUND TO BE 15+% LOWER THAN FACTORY SPECIFICATION.
2. MACHINES PURCHASED PRIOR TO 2021 THAT HAVE ADDED TROCARE AFTER ORIGINAL PURCHASE WILL BENEFIT FROM FREE LASER TUBE REPLACEMENT WITH A REFILL / REFURBISHED EXCHANGE IF THE LASER TUBE OUTPUT IS FOUND TO HAVE LOST 15+% POWER FROM FACTORY SPECIFICATION PER YEAR LAPSED AFTER ORIGINAL MACHINE PURCHASE INVOICE. EG.. A 4-YEAR-OLD TUBE MUST HAVE LOST 60% OF ITS POWER TO QUALIFY FOR REPLACEMENT. A 2-YEAR-OLD TUBE MUST HAVE LOST 30% OF ITS POWER TO QUALIFY FOR REPLACEMENT.

#### 8. If you have a problem

If you have any difficulties with the machine or machine operation, please contact Trotec Technical Support Service by visiting [ticket.mytrotec.ca](https://ticket.mytrotec.ca)

To enable us to establish the best course of action, we may ask you to run a series of short tests or we may ask to log in to your PC remotely.

You can download the TeamViewer remote login

#### 9. TROCARE Parts Service

In the event that replacement parts are required these will be sent as soon as possible from our stock.

User fitment parts will be issued for you to install in accordance with the user manual. These parts include lenses, mirrors and some cables.

#### 10. TROCARE Technician Visits

In the event that a call out is required this will be arranged at the next available opportunity. Your technician will ask you to sign a service document detailing the work carried out. The TROCARE is not a SLA and as such does not offer or imply any offer of expedited service.

## **11. TROCARE Scheduled Service Visit**

For new machines to Trotec's discretion, the first scheduled service visit must take place within three months of the end of the first year of ownership subject to continuation of TROCARE into the second year.

For older machines, the first scheduled service visit must take place prior to the start of cover to confirm the condition of the machine.

In subsequent years, the scheduled service visit is due within three months of the date of renewal of each year of TROCARE.

If the machine is identified as being in a particularly harsh environment the frequency of scheduled service visits may need to be increased to maintain the machine within its design limits. These extra visits will incur additional charges.

During the visit the service technician will make a full assessment of the machine.

The machine will be fully serviced according to the manufacturer's specification.

The machine control software will be upgraded to the latest revision of the currently installed software version to the technician's discretion.

New major software versions may be installed at this time but may incur upgrade charges.

## **12. TROCARE Renewal**

TROCARE is automatically renewed each year and is valid for a period of one year, unless we are notified

## **13. Cancellation of TROCARE**

To cancel TROCARE, you must inform us in writing, to the contact details at least 30 days prior to the renewal date of the existing TROCARE package.

TROCARE can be cancelled at anytime with 30 days written notice

## **14. Paying for TROCARE**

TROCARE can be paid for annually in full, or in twelve equal instalments by bank transfer or credit card transaction.

If you require a Purchase Order number to appear on your invoice, please inform us of this number on receipt of the renewal letter.

## **15. TROCARE Travel Exceptions**

TROCARE packages cover the cost of travel for our engineers to visit your premises within 350km radius of any of Trotec Laser Canada's centres including Mississauga, Langley, Calgary and Montreal.

Wherever possible, longer distance travel arrangements will be made to multiple sites and abroad travel charges split between customers.

## TROCARE Terms and Conditions

1. Scope of Supply
  - a. These Terms govern the co-operation between the Customer and Rubber Stamp and Engraving ("Trotec") in respect of maintenance, repairs and warranties for the equipment covered by the TROCARE Program.
  - b. The TROCARE Program commences on signing of the Order on the first page by Trotec.
  - c. The TROCARE Program covers exclusively the items of equipment listed on page one in this contract and does not extend to other products supplied by Trotec before or during the term of the TROCARE Program.
  
2. General
  - a. An annual preventative maintenance service performed by Trotec technicians starting from year two during the term of the TROCARE Program may be required.
  - b. Complete functionality and capability of the equipment must be ensured by regular maintenance services in accordance with the instructions set out in the user manual provided on delivery of the relevant equipment. Essential maintenance and service work which need to be performed by the Customer on a regular basis include:
    - daily cleaning of the mirror, the lens holder and the lens;
    - cleaning of the air filter; and
    - if necessary, cleaning of the equipment areas below and above the table.
  
3. Preventative Technical Maintenance
  - a. Maintenance includes the device-specific maintenance work set out in the user manuals for the equipment, typically examination of the proper functioning of individual components, cleaning and alignment of the mirrors 1 and 2 and beam expander, if applicable, adjustment of the laser and table and, if necessary, replacement of spare parts in consultation with the Customer.
  - b. The maintenance services can be performed during regular business hours between 9:30am and 4:30pm EST Monday to Friday, excluding public holidays and company holidays or shut down periods.
  - c. Every maintenance service will be performed after an appointment has been made. Appointments may be postponed up to 24 hours before the relevant appointment. If the Customer, despite an appointment, cannot grant a technician access to the equipment to perform the maintenance services, incurred travel time and costs will be charged at cost.
  - d. Additional preventative maintenance may be required if the machine is being used in excessively harsh environment.
  
4. Repairs
  - a. The Customer must provide to Trotec all information relevant and necessary for the error diagnosis and troubleshooting.
  - b. Initially a repair attempt will be made via remote diagnosis (either by telephone or remote IT access) with the objective of solving the problem in co-operation with the

Customer by phone. If this fails then an on-site repair by a Trotec technician will be arranged. Trotec reserves the right to decide whether an on-site visit is appropriate or if a part can be replaced by the customer.

- c. The on-site intervention will be performed at agreed times during the regular business hours between 9:30am and 4:30pm EST Monday to Friday, excluding public holidays, company holidays and shut downs.

## 5. Warranty

### a. Content and extent of the warranty

- i. Defects within the warranty period will be remedied by replacement of the defective parts ("warranty for spare parts"). Replaced parts become property of Trotec. The transportation costs (regular shipment) to the Customer for spare parts within the warranty will be borne by Trotec.
- ii. If Trotec deems any defect irreparable, Trotec may replace the equipment free of charge.
- iii. The Customer will not be entitled to replacement free of charge if the defect or damage (e.g. damage to lenses, optics, etc.) is caused by insufficient or incorrect maintenance or force majeure.

### b. Warranty conditions

- i. The Customer must comply with the general information and instructions in the user manual in particular in respect to laser safety and all required technical pre-conditions must be present before installation.
- ii. Installation and commissioning must be done by Trotec.
- iii. The Customer must operate the equipment in respect of room temperature, humidity electrical safety etc. in an approved environment.
- iv. Any defects must be notified to Trotec immediately.

### c. Exclusion of warranty

- i. The Customer expressly acknowledges and agrees that in the operation of the equipment the Customer must comply with the instructions in the user manual and any warranty claims are excluded in the following events and circumstances:
  1. Incorrect installation or commissioning;
  2. Incorrect operation or use;
  3. Insufficient or incorrect maintenance;
  4. Use of incorrect accessories and consumables;
  5. External or physical damage such transport damage,
  6. Damage to surfaces, damage resulting from water or fire etc;
  7. Repairs by persons not authorised by Trotec;
  8. Use of non-OEM parts and consumable items.
  9. Operation of equipment outside approved temperature and humidity range;
  10. Failure to attend to preventive maintenance

In these circumstances, Trotec will charge for the repairs.

## 6. Spare Parts

Except for spare parts covered by warranty and consumables included in and provided as part of the annual services, Trotec will charge for all spare parts (if deemed chargeable under clause 5 above) or consumables on the basis of the Trotec price list current at the time.

## 7. Access to Equipment

The Customer must grant unhindered access to the equipment during the provision of the preventive maintenance and repair services, provide a safe workspace and, where required, assist the Trotec technician with personnel and material.

## 8. Trotec's Tasks and Responsibilities

- a. Trotec will carry out defined and agreed maintenance work during the term hereof. Trotec may delegate all or any portion of the services to subcontractors, provided that the same quality standards are observed.
- b. Trotec undertakes to provide the services hereunder with utmost care and diligence. Except in case of fraud and gross negligence, Trotec's liability for any damage arising from any direct action or omission shall be limited to the amount of the paid annual costs for the care Program.
- c. Trotec cannot be held liable:
  - i. for any loss, damage or costs arising from any breach of any of the Customer's obligations;
  - ii. for any loss or damage, consequential damage, such as lost profit, production failure, loss of business information, loss of business opportunities, reputation risks and the like;
  - iii. for the loss of information and system settings;
  - iv. in case of force majeure or the occurrence of events outside its control, including but not limited to strikes with Trotec, its suppliers or subcontractors, epidemics, war, fire, flood, interruption or delays of transport or legal measures which result in any interruption or limitation of operations.

## 9. Customer's Other Obligations

The Customer undertakes to ensure that the machines are used under suitable framework conditions (use of machines according to the instructions for use etc) and all instructions issued by Trotec in respect of the installation, operation and maintenance of systems.

## 10. Commencement and Term of this Agreement

- a. This Agreement is initially executed for a period of one (1) year from the installation date, or if the Agreement is signed later, after signing of this Agreement.
- b. This Agreement is automatically renewed by one (1) year, unless it is terminated by either or both parties giving at least three (3) weeks' written notice prior to its expiry.

## 11. Cancellation



If the Customer is in delay with payment or breaches any other term of the care Program, this Agreement is automatically terminated fifteen (15) days after Trotec's last official prior notice, and the Customer will be charged on a pro rata temporis basis for the lapsed period of time.

Trotec may retain any payments the Customer has made hereunder in the current contract year, notwithstanding any claims for damages, which Trotec may assert against the Customer at a later point in time.

## 12. Price

- a. The annual compensation for the selected TROCARE Program is stated on page one of this document.
- b. The annual compensation listed on page one is valid for the first contract year. Trotec may adjust the prices for services to market conditions in the context of any renewal of the contract. In case of any price changes, Trotec will communicate to the Customer the price for the next contract year by giving at least six (6) weeks' written notice prior to the expiry of the contract term. The contract is automatically renewed by one year at the new terms and conditions, unless the contract is terminated by written notice at least three (3) weeks prior to its expiry.

## 13. Payment

- a. The care Program is payable on a monthly basis. Agreed special conditions must be documented in writing on the first page of the TROCARE Program.
- b. Additional costs which may arise (eg consumables) are charged separately after delivery.
- c. The agreed prices are always subject to the appropriate federal and provincial taxes in Canada.
- d. Unless expressly agreed otherwise in writing, payments shall be made within seven days from the invoice date. The Customer may not assert counterclaims by way of set-off or the exercise of retention rights, unless such counterclaims were determined with legal effect and are specifically acknowledged by Trotec.
- e. Payments shall be made with credit card
- f. Payments are always applied towards costs (dunning charges, litigation costs etc), then towards interest and finally towards capital, namely the earliest debt. Any other dedicated purpose of the Customer's payments shall be invalid. If payment in instalments is agreed, the entire yet unpaid amount shall be payable in case of nonpayment of even only one instalment. Trotec can refuse to accept payments by check or bills of exchange without stating any reasons.
- g. The Customer is deemed to be in arrears if payment is not made within the agreed period of time, without requiring any special notice by Trotec. In this case, Trotec may invalidate all agreed terms for payment - at any time and demand immediate payment of the outstanding amount.
- h. Unless expressly agreed otherwise in writing, in case of any delay in payment, the Customer shall pay default interest at a rate of 8% points above the basic rate of interest, and in any event at least 12% p.a., on any amounts due. The Customer shall

also pay for any non-judicial dunning and collection charges, including legal fees or the costs of a collection agency.