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ANNUAL DEPOT MAINTENANCE AGREEMENT FOR MOBILE DEVICES AND SCANNERS

Terms and Conditions

Standard and Comprehensive Maintenance Agreement

THIS AGREEMENT sets forth the terms and conditions under which Industrial Imaging Products ("IIP") provides the Customer with Maintenance Services.

1. **SCOPE AND ACCEPTANCE.** The Customer and IIP agree that the terms of this Agreement shall be applicable to each MAINTENANCE or PROTECTION PLAN (hereinafter "MAINTENANCE PLAN") by the Customer and which is accepted by IIP. Each MAINTENANCE PLAN order should be accompanied by an electronic submission of an Excel spreadsheet containing a list of equipment, inclusive of the identification of its manufacturer, model number, and individual serial numbers for which maintenance services are desired if IIP does not already have this information. IIP shall have the discretion to accept the MAINTENANCE PLAN order and such acceptance shall be evidenced by the issuance of a contract number by IIP. Payment of the MAINTENANCE PLAN invoice indicates your acceptance of the terms of Maintenance Agreement. Upon the issuance of a contract number, maintenance services shall be provided by IIP for the specific equipment identified during the MAINTENANCE PLAN purchase process, subject to the terms of this Agreement for the duration of the term agreed to by the parties.

For purposes of this Agreement, "Equipment" shall mean the equipment identified on any MAINTENANCE PLAN order for which IIP has issued a contract number to Customer. Customer certifies that the Equipment is in good operating condition as of the commencement date of the contract term.

2. **TERM.** This Agreement, including any future amendments, shall remain in force and govern the provision of maintenance services by IIP during the term of any and all MAINTENANCE PLAN orders submitted by Customer and accepted by IIP. IIP may offer an optional renewal term(s) for each MAINTENANCE PLAN at the end of the initial term for successive periods which Customer may accept or reject.

3. **BILLING PERIOD; PAYMENT DUE IN ADVANCE.** The fixed fee for services provided hereunder will be set forth on each MAINTENANCE PLAN invoice. IIP shall invoice Customer in advance for maintenance service for the coverage period term. Payment for maintenance service is due prior to the start date (or renewal date) of the coverage period for each MAINTENANCE PLAN. As more fully set forth in Section 6 below, the charges for maintenance service do not include shipping charges.

4. **MAINTENANCE SERVICE.** Subject to the terms of this Agreement, IIP shall make all necessary adjustments and repairs, maintenance, or service to restore the Equipment to good operating condition in accordance with IIP's policies then in effect. Parts will be replaced on an exchange basis only. Any parts removed from the Equipment will become the property of IIP and will not be returned to Customer. IIP reserves the right to use remanufactured, refurbished, or non-OEM replacement parts. Such parts will be considered equivalent to new when installed in the Equipment.

5. MAINTENANCE SERVICE EXCLUSIONS. For Standard MAINTENANCE PLAN Coverage, IIP will be under no obligation to make any overhauls, alterations, renewals or repairs except those occurring from normal use and proper operation of the Equipment as originally intended. For Comprehensive MAINTENANCE PLAN Coverage, IIP will additionally cover damage or failures which result from accidental breakage. Repairs excluded under this Section shall be separately billed as per incident repairs and Customer may optionally accept or reject such repair service(s). Further, the following are not included in maintenance service:

- (a) Equipment not in good operating condition as of the commencement date of the term of any MAINTENANCE PLAN.
- (b) Accessories including printheads, batteries, expendable components, supplies, power supplies, or the like.
- (c) Main logic board replacement, if replacement costs, in IIP's sole judgment, are excessive; if the main logic board can be repaired, it will be included in maintenance service. (Comprehensive MAINTENANCE PLANS SHALL INCLUDE main logic board replacement.)
- (d) Adding, changing or removing features or options or making other functional changes to any of the Equipment.
- (e) Providing consumable supplies (such as paper and ribbons).
- (f) Maintenance due to usage in an environment outside the published specifications for the Equipment or due to modifications or additions to any of the Equipment not made or provided by IIP.
- (g) Systems engineering services, programming services, and operational procedures of any sort.
- (h) For Standard MAINTENANCE PLAN Coverage, repair or replacement of parts or any of the Equipment when these services are required due to:
 - 1. Abuse, misuse, accident, neglect, or other loss or damage to any of the Equipment due to a cause or causes external to the Equipment.
- (i) For Comprehensive MAINTENANCE PLAN Coverage, repair or replacement of parts or any of the Equipment when these services are required due to:
 - 1. Units that have been crushed or submerged in water or other liquid.
 - 2. Units that have been severely damaged intentionally or as a result of a natural disaster or other catastrophe such as a fire, explosion, lightning or other extreme power surge originating externally from Equipment.
- (j) For all MAINTENANCE PLANS, repair or replacement of parts or any of the Equipment when these services are required due to:
 - 1. Failure by the Customer to properly perform any of Customer's responsibilities as established in this Agreement or the failure of the Customer or user to operate the Equipment in accordance with its specifications.

All maintenance service excluded pursuant to this Section 5 that IIP personnel may perform on any of the Equipment, upon Customer approval, shall be separately chargeable in accordance with IIP's then current rates, terms and conditions for per incident service.

6. SHIPPING. Freight expense associated with shipping Equipment to IIP is the responsibility of Customer. UPS Ground shipment or equivalent return shipping from IIP's depot will be paid by IIP. Customer will either provide a shipping account number to use or will remit payment to IIP to cover premium or upgraded shipping charges, if such services are desired. Customer assumes all risk associated with shipping Equipment. Shipping insurance is not included but is recommended.

7. CANCELLATION. This Agreement or any MAINTENANCE PLAN or EQUIPMENT SCHEDULE may be canceled with respect to all or any of the Equipment by either party for any reason by giving the other party six (6) months written notice.

In the event of cancellation, any unearned prepaid maintenance service shall be refunded by IIP to the customer on a prorated basis. No termination of this Agreement or any specific MAINTENANCE PLAN shall relieve the Customer of making payments that are due pursuant to the terms of this Agreement or that of any specific MAINTENANCE PLAN. Further, IIP may terminate this Agreement, following ten (10) days' written notice in the event that any payment owed to IIP by Customer under this Agreement shall not have been made.

In the event of cancellation for non-payment, IIP shall not be obligated to repair Equipment under this Agreement.

8. SOFTWARE. Unless otherwise agreed, IIP is not liable for and Customer agrees to hold IIP harmless from any and all damages, costs, and expenses incurred as the result of any defect or damage to any software or data residing or recorded in the Equipment, whether incurred during the course of IP's services or otherwise. If the services IIP provides involve transferring information or installing software, Customer represents that it has the legal right to copy the information, to use the software and agree to the terms of the software license, and authorizes IIP to transfer the information or install the software and accept such terms on Customer's behalf in performing the service.

9. REGULAR BUSINESS HOURS. All services provided pursuant to the terms of this Agreement shall be performed during regular business hours at our Service Center. Regular business hours are between the hours of 8:00 a.m. and 5:00 p.m. (Eastern Time), Monday through Friday, excluding IIP holidays.

10. EQUIPMENT NOT SUBJECT TO THIS AGREEMENT. If Customer sends Equipment to IIP which falls under a Maintenance Exception, as set forth in Section 5 above, IIP will provide an estimate to Customer for repair. Payment for such repairs will be handled as per incident repairs and will be subject to the terms and conditions of repair for per incident repairs. Unless Equipment is repaired under warranty without charge, payment for the repair shall be made and due per the payment terms associated with each specific repair transaction. Unless specified otherwise, the estimated amount includes all parts and labor required for the repair, maintenance, or service of the Equipment plus any applicable tax, plus return shipping within the United States and its territories. Customer is responsible for return shipping charges if IIP inspects Equipment, provides an estimate to Customer, and Customer does not authorize IIP to undertake the repairs or services on the Equipment. Customer's failure to pay for return shipping will result in IIP retaining the unrepaired equipment until Customer either remits payment for return shipping charges or provides Customer's shipping account for use. Unrepaired equipment remains subject to Abandoned Property provisions of Paragraph 17.

11. TAXES. Customer shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, federal, state or otherwise, however designated which are levied or imposed by reason of the services provided pursuant to this Agreement.

12. REPAIR BY OTHERS. IIP shall not be responsible to the Customer for loss of use of any of the Equipment or for any other liabilities arising from alterations, additions, adjustments or repairs which have been made to the Equipment by parties other than IIP or its authorized representatives.

13. CONDITIONS OF SERVICE. This Agreement is contingent upon proper use of the Equipment and does not cover Equipment which has been modified without IIP's approval or which has been subjected to unusual physical or electrical stress or in which the identification marks have been removed or altered. IIP shall not be responsible to the Customer for loss of use of any of the Equipment or for any other liabilities arising from alterations, additions, adjustments or repairs which have been made to the Equipment by other than authorized representatives of IIP.

14. LIMITED WARRANTY. IIP WARRANTS ITS SERVICES PROVIDED HEREUNDER FOR SIXTY (60) DAYS FROM THE DATE OF SHIPMENT OF THE REPAIRED EQUIPMENT TO CUSTOMER. THIS WARRANTY COVERS THE PARTS THAT WERE REPAIRED OR REPLACED DURING THE REPAIR, SERVICE, OR MAINTENANCE AND THE LABOR ASSOCIATED WITH SAME. IIP SPECIFICALLY DISCLAIMS AND CUSTOMER ACKNOWLEDGES THAT CUSTOMER RECEIVES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND THERE IS EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IIP SPECIFICALLY DOES NOT WARRANT THAT IT WILL BE ABLE TO (I) REPAIR, SERVICE, MAINTAIN OR REPLACE EQUIPMENT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, AND (II) MAINTAIN THE CONFIDENTIALITY OF DATA.

15. WARRANTY CLAIMS. In order to obtain the benefits of the Limited Warranty, the Customer must do the following:

(a) Customer must access the IIP website (<https://industrialimagingproducts.repairengine.com>) to generate a new Repair Authorization. Customer must submit a new Repair Authorization for each piece of Equipment through IIP, identifying the Equipment to be repaired. If the Equipment has been serviced by IIP within the past 60 days, IIP will automatically evaluate the Equipment to determine if the repair, service, or maintenance is covered under the Limited Warranty.

(b) Customer must also present the Equipment to IIP for inspection, repair, adjustment, or replacement at the premises of IIP.

If a defect in parts or labor exists during the warranty period and such defect is covered under the Limited Warranty, IIP will, at its option, (1) repair the affected part, using new or reconditioned replacement parts, (2) replace the part with a new or reconditioned equivalent part, or (3) refund the original repair/replacement charges made by IIP.

This written warranty shall not be varied, supplemented, qualified or interpreted by any prior course of dealings.

16. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, IIP'S LIABILITY UNDER THIS REPAIR AGREEMENT FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES, INJURIES OR LIKE EXPENSES ARISING OUT OF OR IN CONNECTION WITH THE WORK PERFORMED BY IIP, DUE TO, WITHOUT LIMITATION, IIP'S NEGLIGENCE, ERROR, OMISSION, BREACH OF CONTRACT OR BREACH OF WARRANTY, SHALL BE LIMITED TO THE AMOUNT PAID BY THE CUSTOMER. IIP SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES, WHETHER SEEN OR UNSEEN, INCLUDING WITHOUT LIMITATION, LOSS OF USE OF EQUIPMENT, LOST PROFITS OR REVENUE, LOSS OF DATA, INTERRUPTION OF BUSINESS, FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, OR ANY OTHER DAMAGES WHATSOEVER NOT OTHERWISE EXPRESSLY PERMITTED UNDER THIS AGREEMENT ARISING IN ANY WAY OUT OF THESE TERMS AND CONDITIONS UNDER ANY THEORY OF LIABILITY, WHETHER OR NOT IIP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IIP HAS NO LIABILITY FOR DAMAGE TO OTHER COMPONENTS OCCURRING DURING REPAIR, SERVICE, OR MAINTENANCE, OR DAMAGE TO OTHER ASSEMBLIES AND COMPONENTS RESULTING FROM A DEFECTIVE PART OR INSTALLATION OF SUCH PART INSTALLED OR REPAIRED DURING THE REPAIR, SERVICE, OR MAINTENANCE EVEN IF IIP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

WITH RESPECT TO THIS AGREEMENT AND THE SERVICES PROVIDED. CUSTOMER'S ONLY REMEDY UNDER THE TERMS AND CONDITIONS OF REPAIR IS TO SEEK RECOVERY OF DAMAGES AGAINST IIP IN AN AMOUNT NOT TO EXCEED WHAT CUSTOMER PAID IIP FOR THE SERVICE. SOME COUNTRIES, STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OR LIMITATIONS ON IMPLIED WARRANTIES OR CONDITIONS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER.

17. ABANDONED PROPERTY. If Customer fails to pay all charges due to IIP, including return shipping charges, within sixty (60) days after Customer notifies IIP that it does not wish for repairs to be made or after Customer is notified by IIP that the Equipment has been repaired, IIP will consider the Equipment abandoned. IIP will provide notice of same to Customer at the e-mail address used to initiate the repair, service, or maintenance through IIP. IIP may dispose of such Equipment in accordance with applicable provisions of law, and, specifically, may sell such Equipment at a private or public sale without liability to Customer. IIP reserves its statutory and any other lawful liens for unpaid charges.

18. NOTICES. Legal notices and all other communications concerning this Agreement and services provided hereunder shall be sent for IIP to the attention of Chief Operating Officer, Industrial Imaging Products, LLC., PO Box 428 Senoia, GA 30276 and for the Customer to the most recent e-mail address provided by Customer to IIP.

19. GENERAL; AMENDMENTS. This document represents the entire agreement between IIP and Customer. However, this Agreement may be supplemented or amended by a written document signed by both parties.

20. GOVERNING LAW. This Agreement and performance hereunder shall be governed by and be construed in accordance with the laws of the State of Georgia, without reference to conflicts of law rules, and without regard to its location of execution or performance. All actions or proceedings in a court of law arising in connection with this Agreement or involving the subject matter herein must be brought in a court of the State of Georgia sitting in Fayette County, Georgia.

21. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired.

22. WAIVER. The waiver or failure of either party to exercise in any respect any right provided herein shall not be deemed a waiver of any further right hereunder.

23. CUSTOMER DATA. Customer agrees and understands that it is necessary for IIP to collect, process and use Customer's data in order to perform the repairs, maintenance, or service and support obligations under these Terms of Repair. IIP will protect Customer's information in accordance with the Privacy Policy.

Accepted by:

INDUSTRIAL IMAGING PRODUCTS, LLC
PO Box 428
Senoia, GA 30276

Accepted by:

Customer Name and address TBD

By:

Authorized Signature

Name

Title

Date

By:

Authorized Signature

Name

Title

Date

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