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ANNUAL ON SITE MAINTENANCE AGREEMENT

Terms and Conditions

THIS AGREEMENT is made with effect as from **effective date** (the "Effective Date") between **INDUSTRIAL IMAGING PRODUCTS, LLC** ("IIP"), a Georgia Corporation, and **CUSTOMER NAME** ("Customer"), where under IIP will provide Maintenance Service of Equipment at Customer's locations, as outlined in Schedule A, and specified from time to time by Customer, in accordance with the terms of this Agreement.

- 1: **Term:**
The initial term of this Agreement shall be twelve (12) months from the Effective Date.

- 2: **IIP Responsibilities:**
IIP will:
 - (a) Provide remedial Maintenance Service to Customer, subject to the terms and conditions in the Schedule of Maintenance Services (Schedule B).
 - (b) IIP will provide replacement parts or replacement units at IIP's option (excluding any unit deemed 'end of life' by the manufacture of models listed, consumables and or items noted as such in Schedule A).

- 3: **Customer's Responsibilities:**
Customer will:
 - (a) Give timely notice of additions, deletions, and movement of Equipment as described in the Schedule of Maintenance Services.
 - (b) Appoint a Maintenance Coordinator to coordinate with IIP all service calls.

- 4: **Charges:**
 - (a) Annual Maintenance Charges, with respect to the Equipment listed in Schedule A attached hereto, will commence with the Effective Date hereof, and will be invoiced for each calendar year.
 - (b) Annual Maintenance Charges, with respect to Equipment added under this Agreement, or with respect to any renewal for Equipment set out in Schedule A within the Primary Term of this Agreement, shall be at the rates set out in Schedule A hereto or applicable Equipment Location Addendum to follow.
 - (c) Charges for a partial billing period's service will be prorated based on a thirty (30) day month.
 - (d) Charges for Per Call Services shall be invoiced on a current basis, as such services are performed, and IIP shall be entitled to payment of such invoices within thirty (30) days from the date of the invoice.

- 5: **Taxes:**
 - (a) There shall be added to the charges due hereunder, an amount equal to all sales or use taxes which IIP is required to collect on behalf of any taxing authority having jurisdiction, excepting taxes for which Customer shall have provided a current and valid resale exemption certificate appropriate to the taxing jurisdiction.

6: **Title, Risk of Loss, Product Liability and Disclaimers:**

- (a) IIP will not have title to the Equipment or to any Parts, which Customer may supply, unless IIP specifically purchases such Equipment or Parts. IIP will bear the risk of loss or damage with respect to Equipment and/or Parts lost or damaged in shipment to Customer for repair. Customer will bear the risk of loss or damage with respect to Equipment and/or Parts lost or damaged in shipment to IIP.
- (b) Subject to the limitations of the following paragraph, the parties shall indemnify and save harmless each other from and against any third party claim for liability, loss, damage or expense of any kind for bodily injury or real or tangible personal property damage caused by the negligent acts, or omissions, or the willful misconduct of such party, its agents, or employees.
- (c) IIP will not be liable (i) for personal injury or property damage, except personal injury or property damage caused by its negligence; (ii) for incidental, special, indirect or consequential damages; or (iii) for any damages (regardless of their nature) caused in whole, or in any part, by the Customer's failure to fulfill or observe its obligations under the conditions of any service provided in this Agreement. IIP's obligations hereunder are in lieu of all warranties, expressed or implied.
- (d) Customer is responsible to ensure that all its files are adequately duplicated and documented. IIP will not be responsible for Customer's failure to so protect their files, nor shall it be responsible for the cost of reconstructing data stored on disk files, tapes, memories, etc., lost during the course of services rendered hereunder.

7: **Force Majeure:**

IIP will not be responsible or liable in any way for its failure to perform its obligations under this Agreement during any period in which performance is prevented or hindered by conditions beyond its control (i.e., acts of God, fire, flood, war, embargo, strikes, labor disturbance, explosions, riots and laws, rules, regulations, and orders of any governmental authority). If such period extends for more than sixty (60) days, then Customer's obligations, except its obligations to pay for Maintenance Service or other Services performed by IIP, will be suspended and commensurably extended until such performance is no longer prevented or hindered.

8: **General:**

- (a) This Agreement is not assignable by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- (b) Any Notice or other communication given under this Agreement will be in writing and mailed to the other party to the attention of the undersigned (or his designee) at the address shown on the signature page hereto. Any such Notice, if mailed properly addressed and postage prepaid, Registered or Certified Mail, will be deemed given when deposited in the United States Mail.
- (c) Any dispute or claim arising out of, or relating to this Agreement or breach thereof, or relationship between Customer and IIP shall be settled exclusively by binding arbitration in an appropriate location in accordance with the commercial arbitration rules then in effect of the American Arbitration Association. Any award entered by the arbitrators will be final, binding and non-appealable and judgment may be entered by any party in accordance with applicable law in any court of competent jurisdiction. This arbitration provision will be specifically enforceable. The arbitrators will not have the power to direct equitable relief.
- (d) The terms of this Agreement will prevail notwithstanding any variance with the terms and conditions of any order submitted by Customer for the repair or maintenance of the Equipment.
- (e) With consideration to all units, which fall under this agreement, should any unit be unrepairable, due to the manufacturer asserting end of life for said model and or should replacement parts become unavailable due to the manufacturer discontinuing necessary parts, at that time, Industrial Imaging Products, LLC will provide a prorated credit to be used towards the replacement of each unrepairable unit.
- (f) Both parties acknowledge that this Agreement is the complete and exclusive statement of the Agreement between them, superseding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

Accepted by:

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

By:

Authorized Signature

Name

Title

Date

Accepted by:

CustomerName and address TBD

By:

Authorized Signature

Name

Title

Date

DRAFT

SCHEDULE A

Next Business Day (1-24 Hour) Response—12 Months , 1 Annual PM Trip

Make / Model	DPI	Accessories	Price / Unit	Printer Count	Extended Price

Total:

Serial #
Serial #
Serial #

SCHEDULE B

SCHEDULE OF MAINTENANCE SERVICES

- 1: **Hours of Service:**
 Maintenance Service shall be provided only on authority of Customer for an Annual Maintenance Charge, billed to Customer, with respect to each item of Equipment, as listed on Schedule A, and each such item which shall be added and accepted by IIP in accordance with an Equipment Location Addendum if applicable (“Additional Equipment”). Such Maintenance Service shall be furnished during the Principal Period of Maintenance (“PPM”) which is that period of each work day beginning 8:00AM and ending at 5:00 PM in the time zone in which Equipment is located, Monday through Friday, excepting legal national holidays in the local area.
 If Customer requests Maintenance Service to be performed at a time which is outside the PPM, such Maintenance Service will be furnished at the applicable IIP per call hourly rates then in effect.
 Customer shall request Maintenance Service through electronic communication (telephone or E-Mail) direct to IIP at the telephone number or E-Mail address provided by IIP. IIP is obligated to contact Customer within one hour of such request, and to respond within the time frame specified for the items of the Equipment set out in Schedule A and Equipment Location Addendum, where applicable.
- 2: **Equipment:**
 Equipment accepted by IIP for Maintenance Service hereunder shall be as set out in Schedule A attached hereto. Equipment in service, not previously maintained by IIP, included in Schedule A or supporting Equipment Location Addendum, is subject to inspection and acceptance by IIP. IIP may waive pre-site inspections however customer certifies (by signing this document) that Equipment going under maintenance will be in good working order. Pre-inspection (if required) will be billable at the then current time and material rates plus parts. If Equipment submitted for Maintenance Service is found to be ineligible without remedial maintenance or refurbishment, and both parties find it is economically feasible to restore the Equipment to eligibility, then upon receipt of both a Purchase Order and signed Equipment Maintenance Agreement or Equipment Location Addendum from Customer, IIP shall restore the Equipment to normal working condition and the item shall immediately be accepted in accordance with the terms of this section. If upon inspection, in the opinion of IIP, the Equipment does not qualify for Maintenance Service, and the parties determine that it is not economically feasible to restore such item to so qualify, then Customer will be invoiced for the cost of the inspection in accordance with the terms and conditions set forth in Schedule C.

IIP shall accept for Maintenance Service all items of Equipment, which IIP shall install at the request of Customer at Customer location, and such items of Customer installable new Equipment as Customer shall have installed, provided however, that IIP shall have the option, at its expense, to inspect such installation.

Should the Customer replace any existing Equipment, as described in Schedule A, so as the equipment is in like condition, IIP will allow such replacement once a written request is received. The written request will provide updated serial numbers of said replaced Equipment.

With consideration to all units, which fall under this agreement, should any unit be unrepairable, due to the manufacturer asserting end of life for said model and or should replacement parts become unavailable due to the manufacturer discontinuing necessary parts, at that time, Industrial Imaging Products, LLC, along with a minimum discount of 30% from MSRP, will provide a prorated credit to be used towards the replacement of each unrepairable unit.

Prior to providing any replaced unit, IIP will exhaust all possibilities of locating NOS (new old stock), used and or aftermarket parts.

Should IIP be unable to locate and provide parts for the repair of any unit deemed 'end of life', the Customer will be provided replacement cost for the unit which is guaranteed to be regarded by the units manufacture as a 'drop in' replacement. Due to the units falling under a annual service agreement, the following manufacturers will guarantee a minimum 30% discount from MSRP; Intermec®, Zebra®, Datamax®, HONEYWELL® and Sato America®.

3: **Maintenance Services:**

Maintenance Service shall consist of parts, travel and labor required to maintain and/or restore Equipment to good working order. Maintenance Service includes on-call remedial maintenance based upon the specific needs of the individual type and problem of Equipment. Courtesy preventive maintenance may be performed while on site.

The following are outside the scope of Maintenance Service:

- (a) Electrical work external to any item of Equipment;
- (b) Repair of damage or loss resulting from accident, transportation, neglect, misuse or abuse, operator error, failure of electric power, air conditioning or humidity control, or causes other than ordinary use for the purpose for which any item of Equipment was designed;
- (c) Furnishing consumable supplies or accessories, refinishing the Equipment or furnishing material for it, making specification or field engineering changes, or performing services connected with relocation of the Equipment, or adding or removing accessories, attachments or other devices;
- (d) Programming and program maintenance;
- (e) Service calls required to restore an item of Equipment to good operating condition if resulting from persons other than IIP Field Engineers repairing, modifying or performing Maintenance Service on any item of Equipment;
- (f) Service to any item of Equipment to which a safety change is necessary to avoid a hazard;
- (g) Service in connection with the installation, discontinuance or removal of an item of Equipment.
- (h) Repair that is necessary as a result of equipment abuse, negligence, or use of equipment other than its intended design.

-END OF DOCUMENT-