

# Requisition

Req # 00103774

PO #

Date: 01/23/07

Bill To: x  
x

Vendor: 78174

COPY GRAPHICS, INC  
221 NORTH 10TH  
MCALLEN TX 78501  
FAX (956) 630-2628

Ship To: TAX ASSESSOR-COLLECTOR  
100 E. CANO, 1ST FL  
EDINBURG TX 78539

Contact: AUTO  
956-318-2159

Contract No:

Special Instructions:

DO NOT DUPLICATE ORDER

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	YEAR	FAX SERVICE AGREEMENT: EDINBURG AUTO DEPT.	125.00	125.00
1		UF-790 SERIAL # GBP2AU00379	.00	.00
1		EFFECTIVE: JANUARY 23,2007 - JANUARY 22, 2008	.00	.00
		<u>Account No</u>	<u>Encumbrance</u>	
		7-1100-415-15-140-001-0-432	125.00	
			Freight	.00
			Total	125.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: \_\_\_\_\_



**RECEIVED**

Original  
signature and return  
*Jan 23*

JAN 23 2007

graphics  
**PURCHASING DEPT.**

221 North Tenth St • McAllen, Texas 78501  
Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

**FAX SERVICE AGREEMENT**

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo Co Tax Office/Administration Cust# 1370

Physical Address 100 E Cano Billing Address PO Box 178

City/State/Zip Edinburg, TX 78139 City/State/Zip Edinburg TX 78539

Phone/Fax 956-318-2159 / 956-318-2733 Phone/Fax \_\_\_\_\_ / \_\_\_\_\_

**EQUIPMENT COVERED**

Model: UF-790 Serial: GBP2AU00379

Options: \_\_\_\_\_ Serial: \_\_\_\_\_

Rate: \$  125.00 per year.

Effective dates of agreement from Jan. 23 2007 to Jan.22, 2008.

I have read and agree to the terms and conditions of coverage on the reverse side of this service agreement. These conditions constitute the entire understanding between Copy Graphics, Inc. and the company I represent or myself. No other written or oral representations by any party shall be binding upon Copy Graphics, Inc. Prices are subject to change from year to year without notice. All charges and costs for which Copy Graphics, Inc. sends an invoice to Customer shall be due and payable, in full, thirty (30) days from the date of the invoice. Copy Graphics, Inc. may either suspend service OR charge service on an hourly basis (plus parts and mileage) until all outstanding, overdue invoices are paid in full.

\_\_\_\_\_  
Authorized Signature Title

\_\_\_\_\_  
Print Name  
*Dario Lopez*  
Copy Graphics, Inc. Representative  
\_\_\_\_\_  
Date  
1-15-07

Reg # 103774.

## LABOR PLAN TERMS AND CONDITIONS

**ACCEPTANCE:** Copy Graphics, Inc. (Seller) agrees to provide and the Customer agrees to accept maintenance service on equipment listed at charges indicated in accordance with Seller's service policies. Seller shall have full and free access to the equipment to provide service thereon.

**TERM:** This Agreement will automatically be renewed unless previously cancelled in writing and accepted by Seller's Service Manager (30) thirty days prior to expiration of contract.

**SERVICE AVAILABILITY:** Service will be rendered under this Agreement only during normal business hours of Seller (Monday through Friday 8 a.m. to 5 p.m. except national holidays).

**INCLUSIONS:** Labor service plan includes on-site remedial maintenance, lubrication, cleaning and adjustments. The unavailability of parts will solely be determined by Seller, and replaced on an exchange basis. Replaced parts will become the property of Seller.

**EXCLUSIONS:** Service and maintenance support to be provided under this Agreement does not include repairs, replacement of parts and labor caused by, arising from, related to or made necessary by: a) use of equipment in a manner not recommended by OEM; b) failure to continually provide a suitable installation environment, including but not limited to, adequate electrical power, air conditioning or humidity control; c) Customer's improper use, management, or supervision of covered equipment; d) accident and disaster, including but not limited to, fire, flood, water, wind or lightning; e) electrical work, devices, cables, etc., external to the equipment; f) the maintenance of accessories, alterations, attachments or other devices not covered by this agreement; g) excessive electrostatic discharge, improper grounding, improper power line protection; h) failure of Customer to perform OEM recommended daily/weekly maintenance and cleaning as described in the manufacturer's operator manuals; i) service providers and parts installers other than the Seller; j) improperly trained and inexperienced operators; k) service related to relocation of equipment; l) all parts and consumable items not specifically listed in inclusions.

**EQUIPMENT OVERHAUL:** In the event that Equipment requires repairs beyond the limits of regular service and maintenance, such as, but not limited to, excessive wear and tear, age, long-term use, excessive use or other similar causes, an overhaul, as determined by Seller, may be required. Said overhauls are not covered by this Agreement. In such event an estimate of repairs shall be submitted by Seller to Customer detailing the cost of an overhaul. If Customer does not authorize said overhaul, Seller may discontinue service of the equipment without refund of the unused portion of this Agreement. Seller may refuse to renew this Agreement upon expiration.

**ASSIGNMENT:** This Agreement is not assignable to a third party without written permission from Seller, such permission not to be unreasonably withheld, and any attempt by Customer to assign any rights, duties, or obligations which arise under this Agreement without such permission shall be void. This contract is not refundable. If the equipment is traded in on new Seller equipment, any unused portion of the yearly contract charge will be prorated and applied towards the maintenance of the new equipment.

**LIMITED WARRANTY:** Seller warrants that services will be performed hereunder in a workmanlike manner in accordance with reasonable commercial standards. Parts are warranted against defects solely to the extent of the manufacturer's warranty, if any.

**DISCLAIMER OF WARRANTY:** EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, REPLACEMENT PARTS, LABOR AND SERVICES ARE PROVIDED "AS IS". SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**HAZARDOUS PRODUCTS:** Customer acknowledges that there may be products covered under this agreement that may be or become, considered as hazardous materials under various laws and regulations. Seller agrees to make available to Customer, safety information concerning said products. Customer agrees to disseminate such information, so as to give warning of possible hazards to persons who Customer can reasonably foresee may be exposed to such hazards, including but not limited to Customer's employees, agents, contractors and customers. If Customer fails to disseminate such warnings and information, Customer shall defend and indemnify Seller against any and all liability arising out of such failure.

**LIMITATION OF LIABILITY:** SELLER SHALL NOT BE HELD RESPONSIBLE FOR SELLER'S INABILITY TO PROVIDE TIMELY SERVICE DUE TO DELAYS. IN NO EVENT WILL SELLER, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LIABILITY TO THIRD PARTIES, AND THE LIKE, ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT. SELLER'S LIABILITY TO CUSTOMER (IF ANY) FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO, AND IN NO EVENT EXCEED THE AMOUNT PAYABLE BY CUSTOMER FOR SERVICE AND MAINTENANCE SUPPORT ON THE UNIT OF EQUIPMENT INVOLVED FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH ALLEGEDLY GAVE RISE TO THE DAMAGES.

**GOVERNING LAW:** This contract shall be governed by and construed according to the laws of the State of Texas.

# Requisition

Req # 00103767

PO #

Date: 01/23/07

Bill To: x  
x

Vendor: 78174  
COPY GRAPHICS, INC  
221 NORTH 10TH  
MCALLEN TX 78501  
FAX (956)630-2628

Ship To: TAX ASSESSOR-COLLECTOR  
100 E. CANO, 1ST FL  
EDINBURG TX 78539

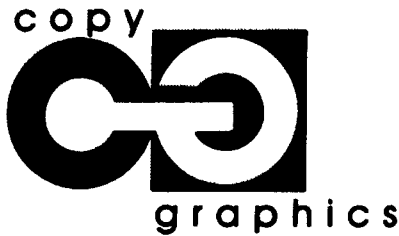
Contact:

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	YEAR	FAX SERVICE AGREEMENT: EXECUTIVE ADMINISTRATIVE FAX	125.00	125.00
1		SERIAL# 01001100906	.00	.00
1		EFFECTIVE: JANUARY 23,2007 - JANUARY 22,2008	.00	.00
		<u>Account No</u>	<u>Encumbrance</u>	
		7-1100-415-15-140-001-0-432	125.00	
			Freight	.00
			Total	125.00

Authorized By: \_\_\_\_\_



Original  
Please sign and return

221 North Tenth St • McAllen, Texas 78501  
Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

## FAX SERVICE AGREEMENT

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo Co Tax Office/Executive Adm. Cust# 1370  
Physical Address 100 E Cano Billing Address PO Box 178  
City/State/Zip Edinburg, TX 78139 City/State/Zip Edinburg TX 78539  
Phone/Fax 956-318-2159 / 956-318-2733 Phone/Fax \_\_\_\_\_ / \_\_\_\_\_

### EQUIPMENT COVERED

Model: UF-585 Serial: 01001100906  
Options: \_\_\_\_\_ Serial: \_\_\_\_\_  
Rate: \$  125.00 per year.  
Effective dates of agreement from Jan. 23 2007 to Jan.22, 2008.

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\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

Raura Garza  
Copy Graphics, Inc. Representative

1-17-07  
Date

Reg # 103767

## LABOR PLAN TERMS AND CONDITIONS

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**DISCLAIMER OF WARRANTY:** EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, REPLACEMENT PARTS, LABOR AND SERVICES ARE PROVIDED "AS IS". SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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**GOVERNING LAW:** This contract shall be governed by and construed according to the laws of the State of Texas.

# Requisition

Req # 00103762

PO #

Date: 01/23/07

Bill To: x  
x

Vendor: 78174  
COPY GRAPHICS, INC  
221 NORTH 10TH  
MCALLEN TX 78501  
FAX (956) 630-2628

Ship To: TAX ASSESSOR-COLLECTOR  
100 E. CANO, 1ST FL  
EDINBURG TX 78539

Contact: BOOKKEEPING  
956-318-2159

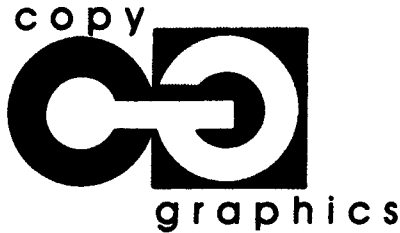
Contract No:

Special Instructions:

DO NOT DUPLICATE ORDER

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	YEAR	FAX SERVICE AGREEMENT: BOOKKEEPING DEPT	125.00	125.00
1		SERIAL # 01000700023	.00	.00
1		EFFECTIVE: JANUARY 23, 2007 - JANUARY 22, 2008	.00	.00
		Account No _____	Encumbrance	
		7-1100-415-15-140-001-0-432	125.00	
			Freight	.00
			Total	125.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: \_\_\_\_\_



Original  
Please sign and return

221 North Tenth St • McAllen, Texas 78501  
Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

## FAX SERVICE AGREEMENT

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo Co Tax Office/Bookkeeping Dept. Cust# 1370

Physical Address 100 E Cano Billing Address PO Box 178

City/State/Zip Edinburg, TX 78139 City/State/Zip Edinburg TX 78539

Phone/Fax 956-318-2159 / 956-318-2733 Phone/Fax \_\_\_\_\_ / \_\_\_\_\_

### EQUIPMENT COVERED

Model: UF-585 Serial: 01000700023

Options: \_\_\_\_\_ Serial: \_\_\_\_\_

Rate: \$ 125.00 per year.

Effective dates of agreement from Jan. 23 2007 to Jan.22, 2008.

I have read and agree to the terms and conditions of coverage on the reverse side of this service agreement. These conditions constitute the entire understanding between Copy Graphics, Inc. and the company I represent or myself. No other written or oral representations by any party shall be binding upon Copy Graphics, Inc. Prices are subject to change from year to year without notice. All charges and costs for which Copy Graphics, Inc. sends an invoice to Customer shall be due and payable, in full, thirty (30) days from the date of the invoice. Copy Graphics, Inc. may either suspend service OR charge service on an hourly basis (plus parts and mileage) until all outstanding, overdue invoices are paid in full.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

Ramona Garza  
Copy Graphics, Inc. Representative

1-15-07  
Date

Reg# 103762

## LABOR PLAN TERMS AND CONDITIONS

**ACCEPTANCE:** Copy Graphics, Inc. (Seller) agrees to provide and the Customer agrees to accept maintenance service on equipment listed at charges indicated in accordance with Seller's service policies. Seller shall have full and free access to the equipment to provide service thereon.

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**DISCLAIMER OF WARRANTY:** EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, REPLACEMENT PARTS, LABOR AND SERVICES ARE PROVIDED "AS IS". SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**HAZARDOUS PRODUCTS:** Customer acknowledges that there may be products covered under this agreement that may be or become, considered as hazardous materials under various laws and regulations. Seller agrees to make available to Customer, safety information concerning said products. Customer agrees to disseminate such information, so as to give warning of possible hazards to persons who Customer can reasonably foresee may be exposed to such hazards, including but not limited to Customer's employees, agents, contractors and customers. If Customer fails to disseminate such warnings and information, Customer shall defend and indemnify Seller against any and all liability arising out of such failure.

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**GOVERNING LAW:** This contract shall be governed by and construed according to the laws of the State of Texas.

# Requisition

Req # 00103760

PO #

Date: 01/23/07

Bill To: x  
x

Vendor: 78174  
COPY GRAPHICS, INC  
221 NORTH 10TH  
MCALLEN TX 78501  
FAX (956) 630-2628

Ship To: TAX ASSESSOR-COLLECTOR  
100 E. CANO, 1ST FL  
EDINBURG TX 78539

Contact: ELVIA  
956-318-2159

Contract No:

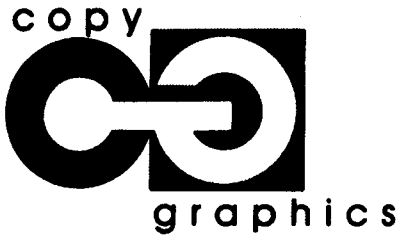
Special Instructions:

A-3

DO NOT DUPLICATE ORDER

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	YEAR	FAX SERVICE AGREEMENT: ASSESSING DEPT.	125.00	125.00
1		SERIAL # 01000900857	.00	.00
1		EFFECTIVE: JANUARY 23, 2007 - JANUARY 22, 2008	.00	.00
		Account No _____	Encumbrance	
		7-1100-415-15-140-001-0-432	125.00	
			Freight	.00
			Total	125.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: \_\_\_\_\_



Original  
Please sign and return

221 North Tenth St • McAllen, Texas 78501  
Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

**FAX SERVICE AGREEMENT**

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo Co Tax Office/Assessing Dept. Cust# 1370

Physical Address 100 E Cano Billing Address PO Box 178

City/State/Zip Edinburg, TX 78139 City/State/Zip Edinburg TX 78539

Phone/Fax 956-318-2159 / 956-318-2733 Phone/Fax \_\_\_\_\_ / \_\_\_\_\_

**EQUIPMENT COVERED**

Model: UF-585 Serial: 01000900857

Options: \_\_\_\_\_ Serial: \_\_\_\_\_

Rate: \$ 125.00 per year.

Effective dates of agreement from Jan. 23 2007 to Jan.22, 2008.

I have read and agree to the terms and conditions of coverage on the reverse side of this service agreement. These conditions constitute the entire understanding between Copy Graphics, Inc. and the company I represent or myself. No other written or oral representations by any party shall be binding upon Copy Graphics, Inc. Prices are subject to change from year to year without notice. All charges and costs for which Copy Graphics, Inc. sends an invoice to Customer shall be due and payable, in full, thirty (30) days from the date of the invoice. Copy Graphics, Inc. may either suspend service OR charge service on an hourly basis (plus parts and mileage) until all outstanding, overdue invoices are paid in full.

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Print Name \_\_\_\_\_

Raura Garza  
Copy Graphics, Inc. Representative

1-15-07  
Date

Reg # 103760

## LABOR PLAN TERMS AND CONDITIONS

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**DISCLAIMER OF WARRANTY:** EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, REPLACEMENT PARTS, LABOR AND SERVICES ARE PROVIDED "AS IS". SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**HAZARDOUS PRODUCTS:** Customer acknowledges that there may be products covered under this agreement that may be or become, considered as hazardous materials under various laws and regulations. Seller agrees to make available to Customer, safety information concerning said products. Customer agrees to disseminate such information, so as to give warning of possible hazards to persons who Customer can reasonably foresee may be exposed to such hazards, including but not limited to Customer's employees, agents, contractors and customers. If Customer fails to disseminate such warnings and information, Customer shall defend and indemnify Seller against any and all liability arising out of such failure.

**LIMITATION OF LIABILITY:** SELLER SHALL NOT BE HELD RESPONSIBLE FOR SELLER'S INABILITY TO PROVIDE TIMELY SERVICE DUE TO DELAYS. IN NO EVENT WILL SELLER, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LIABILITY TO THIRD PARTIES, AND THE LIKE, ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT. SELLER'S LIABILITY TO CUSTOMER (IF ANY) FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO, AND IN NO EVENT EXCEED THE AMOUNT PAYABLE BY CUSTOMER FOR SERVICE AND MAINTENANCE SUPPORT ON THE UNIT OF EQUIPMENT INVOLVED FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH ALLEGEDLY GAVE RISE TO THE DAMAGES.

**GOVERNING LAW:** This contract shall be governed by and construed according to the laws of the State of Texas.

# Requisition

Req # 00103761

PO #

Date: 01/23/07

Bill To: x  
x

Vendor: 78174

COPY GRAPHICS, INC  
221 NORTH 10TH  
MCALLEN TX 78501  
FAX (956) 630-2628

Ship To: TAX ASSESSOR-COLLECTOR  
100 E. CANO, 1ST FL  
EDINBURG TX 78539

Contact: PAUL  
956-318-2159

Contract No:

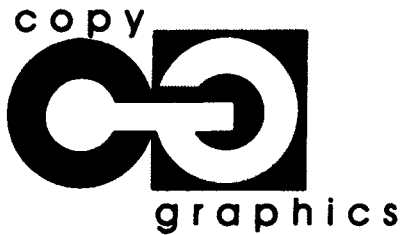
Special Instructions:

C-13

DO NOT DUPLICATE ORDER

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	YEAR	FAX SERVICE AGREEMENT: CHIEF OF OPERATIONS	125.00	125.00
1		SERIAL # 13010200161	.00	.00
1		EFFECTIVE: JANUARY 23, 2007 - JANUARY 22, 2008	.00	.00
		Account No _____	Encumbrance	
		7-1100-415-15-140-001-0-432	125.00	
			Freight	.00
			Total	125.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: \_\_\_\_\_



Original  
Please sign and return

221 North Tenth St • McAllen, Texas 78501  
Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

## FAX SERVICE AGREEMENT

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo Co Tax Office/Chief of Operations Cust# 1370

Physical Address 100 E Cano Billing Address PO Box 178

City/State/Zip Edinburg, TX 78139 City/State/Zip Edinburg TX 78539

Phone/Fax 956-318-2159 / 956-318-2733 Phone/Fax \_\_\_\_\_ / \_\_\_\_\_

### EQUIPMENT COVERED

Model: UF-585 Serial: 13010200161

Options: \_\_\_\_\_ Serial: \_\_\_\_\_

Rate: \$  125.00 per year.

Effective dates of agreement from Jan. 23 2007 to Jan. 22, 2008.

I have read and agree to the terms and conditions of coverage on the reverse side of this service agreement. These conditions constitute the entire understanding between Copy Graphics, Inc. and the company I represent or myself. No other written or oral representations by any party shall be binding upon Copy Graphics, Inc. Prices are subject to change from year to year without notice. All charges and costs for which Copy Graphics, Inc. sends an invoice to Customer shall be due and payable, in full, thirty (30) days from the date of the invoice. Copy Graphics, Inc. may either suspend service OR charge service on an hourly basis (plus parts and mileage) until all outstanding, overdue invoices are paid in full.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

*Diana Garza*  
Copy Graphics, Inc. Representative

1-15-07  
Date

Reg # 103761

## LABOR PLAN TERMS AND CONDITIONS

**ACCEPTANCE:** Copy Graphics, Inc. (Seller) agrees to provide and the Customer agrees to accept maintenance service on equipment listed at charges indicated in accordance with Seller's service policies. Seller shall have full and free access to the equipment to provide service thereon.

**TERM:** This Agreement will automatically be renewed unless previously cancelled in writing and accepted by Seller's Service Manager (30) thirty days prior to expiration of contract.

**SERVICE AVAILABILITY:** Service will be rendered under this Agreement only during normal business hours of Seller (Monday through Friday 8 a.m. to 5 p.m. except national holidays).

**INCLUSIONS:** Labor service plan includes on-site remedial maintenance, lubrication, cleaning and adjustments. The unserviceability of parts will solely be determined by Seller, and replaced on an exchange basis. Replaced parts will become the property of Seller.

**EXCLUSIONS:** Service and maintenance support to be provided under this Agreement does not include repairs, replacement of parts and labor caused by, arising from, related to or made necessary by: a) use of equipment in a manner not recommended by OEM; b) failure to continually provide a suitable installation environment, including but not limited to, adequate electrical power, air conditioning or humidity control; c) Customer's improper use, management, or supervision of covered equipment; d) accident and disaster, including but not limited to, fire, flood, water, wind or lightning; e) electrical work, devices, cables, etc., external to the equipment; f) the maintenance of accessories, alterations, attachments or other devices not covered by this agreement; g) excessive electrostatic discharge, improper grounding, improper power line protection; h) failure of Customer to perform OEM recommended daily/weekly maintenance and cleaning as described in the manufacturer's operator manuals; i) service providers and parts installers other than the Seller; j) improperly trained and inexperienced operators; k) service related to relocation of equipment; l) all parts and consumable items not specifically listed in inclusions.

**EQUIPMENT OVERHAUL:** In the event that Equipment requires repairs beyond the limits of regular service and maintenance, such as, but not limited to, excessive wear and tear, age, long-term use, excessive use or other similar causes, an overhaul, as determined by Seller, may be required. Said overhauls are not covered by this Agreement. In such event an estimate of repairs shall be submitted by Seller to Customer detailing the cost of an overhaul. If Customer does not authorize said overhaul, Seller may discontinue service of the equipment without refund of the unused portion of this Agreement. Seller may refuse to renew this Agreement upon expiration.

**ASSIGNMENT:** This Agreement is not assignable to a third party without written permission from Seller, such permission not to be unreasonably withheld, and any attempt by Customer to assign any rights, duties, or obligations which arise under this Agreement without such permission shall be void. This contract is not refundable. If the equipment is traded in on new Seller equipment, any unused portion of the yearly contract charge will be prorated and applied towards the maintenance of the new equipment.

**LIMITED WARRANTY:** Seller warrants that services will be performed hereunder in a workmanlike manner in accordance with reasonable commercial standards. Parts are warranted against defects solely to the extent of the manufacturer's warranty, if any.

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