

EQUIPMENT MAINTENANCE AGREEMENT

TERMS AND CONDITIONS

1. Upon payment of the Total Invoice and subject to the terms and conditions contained herein, GBC will use commercially reasonable efforts to maintain in good working order the electrical and mechanical parts and components of the Equipment.
2. Whenever service is required, GBC will use commercially reasonable efforts to repair the Equipment without charge for labor or parts. GBC may use new, used, refurbished, remanufactured, or reconditioned parts when providing such service. Not covered are consumable supply items, including but not limited to modular punching dies, wide-format laminator rollers, cut sticks, cutter knives, trimmer blades or optional accessories purchased for the Equipment. All replaced parts will become the property of GBC.
3. All service will be provided during GBC's normal business hours, 8:30 A.M. to 5:00 P.M., Monday through Friday. For service outside of normal working hours additional charges shall be paid by Customer in accordance with then prevailing GBC rates.
4. For all new Equipment, Customer will have the Equipment set up in the location it is to be used. GBC does not allow its Technicians to lift equipment greater than 60 lbs. and GBC's Technicians must seek additional assistance if equipment weighing greater than 60 lbs. needs to be lifted for any reason.
5. Customer agrees to give GBC at least thirty (30) days prior written notice of any change in location of the Equipment.
6. Maintenance hereunder does not include repair of damage resulting from abuse, accident, failure or reduction of electric power, improper installation or storage, improper Equipment operating environment, misuse, neglect, transportation, failure to operate within performance specifications, or failure to operate according to instructions and documentation. If persons or entities other than GBC service personnel shall perform maintenance on or repair the Equipment, and as a result further repair or maintenance by GBC is required to restore the Equipment to good operating condition, any such further repair or maintenance shall be subject to additional charge by GBC in accordance with then prevailing GBC rates.
7. Renewals shall be governed by then prevailing GBC rates unless terminated by either party upon thirty (30) days written notice.
8. If any Equipment is regularly used by more than one shift of personnel, the maintenance total charge for that Equipment will be increased 100 percent for each additional shift regularly using the Equipment.
9. If the Equipment becomes obsolete because components to complete the repair are no longer available, GBC will refund the remaining prorated portion of the Agreement to the Customer.
10. All applicable federal, state and local taxes (except taxes based on income) shall be borne by the Customer when and if levied on the services performed hereunder.
11. This Agreement shall constitute the entire agreement between the Customer and GBC irrespective of inconsistent or additional terms and conditions in the Customer's purchase order or other documentation. Any alteration or additions to the terms and conditions of this Agreement as enumerated and printed herein, shall not be binding on GBC unless the Agreement as altered shall have been approved in writing by an officer of GBC.
12. **CUSTOMER AGREES THAT GBC SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF BUSINESS HOWEVER CAUSED NOTWITHSTANDING ADVICE TO GBC OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES RESULTING FROM THE IMPROPER FUNCTIONING OF THE COVERED EQUIPMENT.** No action arising out of this Agreement or services performed hereunder may be brought by either party more than one (1) year after the cause of action has accrued.
13. In cases when GBC's standard insurance certificate does not meet Customer's insurance requirements, all insurance (including any landlord's insurance requirements) required from GBC, must be specified at the signing of this Agreement, agreed to in writing by GBC, and attached to this Agreement. The attachment must be affirmatively indicated on the front side of this Agreement.

Agreement Type

Agreement Coverage

3 - Point

Toll-Free number to call for service. Four business hour phone response from Technician. Two business day on-site service. Unlimited parts, labor, and travel.

4 - Point

Toll-Free number to call in for service. Four business hour phone response from Technician. Eight business hour on-site service. Unlimited parts, labor, and Travel. On-going operator training. (Only available to Zone 1, 2 and 3 customers).

7 - Point

Toll-Free number to call for service. One business hour phone response from Technician. Four business hour on-site service. Unlimited parts, labor, and travel. On-going operator training. Help desk phone support. Scheduled preventative maintenance. Service history reporting. (Only available to Zone 1 and 2 customers.)

4 - Point: Educational

For educational institutions. Nine month Agreement term. Four business hour Phone response from technician. Two business day on-site service. Unlimited parts, labor, and travel.

Rapid Replacement

Depot, all parts, labor and shipping. Replacement machine shipped within two business days.