



Terms and Conditions

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Time & Materials Terms & Conditions

Acceptance of Terms: By submitting a purchase order or accepting a price quotation of JT Packard & Associates, Inc. ("JT Packard") for the products or services described therein, Customer accepts and is bound to these standard terms and conditions. No additional or differing terms or conditions proposed or delivered by Customer, whether proposed or delivered verbally, through writing, electronic communication, facsimile, or any other means, shall retroactively alter JT Packard's price quotation, service agreement or these terms and conditions in any way. This Agreement, including all of its terms and conditions, may only be amended in a writing signed by both parties.

Service Agreement: Unless covered by an existing JT Packard - herein known as JTP - maintenance agreement, JTP agrees to service the Equipment listed under "EQUIPMENT INFORMATION" per the Terms and Conditions set forth below (the "Agreement").

Acknowledgement: By signing this form, customer authorizes work to be performed, commits to payment for said work, and accepts the Terms & Conditions set forth herein.

Payment Terms: Payment terms are Net 30 after completion of the service work. Additional charges apply for invoices billed with extended payment terms. Late payments shall be subject to a late payment charge of 1.5% per month (18% per year) on any outstanding and delinquent balance.

Service: JTP shall, in accordance with services purchased and in accordance with generally accepted professional practices, furnish all necessary service, parts and materials to maintain/restore the Equipment to good working condition and repair. All JTP supplied parts, replaced by JTP, shall comply with the equipment manufacturer's published standards and/or specifications. JTP disclaims all warranties and guarantees, express or implied. See "LIMITATION ON EQUIPMENT AND SERVICES COVERED BY THIS AGREEMENT" below. The parties agree that this is a contract for services and is not subject to any Uniform Commercial Code. Similarly, JTP will not accept those terms and conditions offered by the Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein. Customer hereby grants JTP full and reasonable access to the Service Location at which the Equipment is located for the performance of these services. JTP shall not be liable for damages to the equipment if Customer authorizes service, operation, and/or modification of said equipment by another party whereby it results in a shut down, removal or alteration of the equipment by the other party. In the event of such an occurrence, JTP will invoice separate of this Agreement for costs incurred to return the equipment to industry standards, in accordance with JTP's then current time and materials rates, and JTP shall not be liable for future damages arising from the services performed by Customer-authorized third party.

Discontinuance of Parts: For those systems deemed obsolete by the manufacturer (systems typically greater than 15 years of age), JTP will continue to source replacement parts to the best of its ability. Should replacement parts for these obsolete systems not be available, JTP will notify customer of such and shall be owed for any service work and /or expenses performed/provided to that point.

Termination of Agreement: JTP shall have the right to terminate this Agreement at any time and for any reason. Customer has the right to cancel this contract with a 24 hour written notice. In the event of a cancellation, JTP will invoice customer for all worked performed prior to agreement cancellation, a cancellation penalty, any costs associated with special order items, and/or a 20% parts re-stocking fee, as applicable.

Limitation on Equipment and Services Covered by this Agreement: This Agreement, and JTP's obligations hereunder, covers only the equipment listed in the "EQUIPMENT INFORMATION" section. Any equipment not listed may be serviced by JTP at the Customer's request, or if deemed necessary by JTP, but all such work shall be billed to Customer at JTP's standard prevailing rates for such labor and materials, and Customer agrees to pay all such charges pursuant to the terms of this Agreement. This Agreement does not cover damages caused by misuse, negligence, accident, theft or unexplained loss, abuse, fire, flood, wind, lightning or other electrical surge, tornado, sandstorm, hail, explosion, earthquake, smoke, vandalism, terrorism, acts of God or public enemy, or improper wiring, installation, repair or alteration by anyone other than JTP. Misuse shall apply whereby the equipment is operated in a condition extending outside of the equipment manufacturer's recommended operating conditions or specifications, or exceeds the equipment's original design limits. Examples include, but are not limited to, phase-imbalanced conditions (more than 20%). Repairs required by any of the above excepted causes will be made by JTP at the standard prevailing rates for the necessary labor and materials shall be billed to the Customer, and Customer agrees to pay all such changes pursuant to the terms of this Agreement.

Insurance: JT Packard maintains insurance coverage and limits as it deems necessary. Upon Owners request, JT Packard (a) shall provide Owner with a Certificate of Liability Insurance, and (b) shall provide Owner with thirty (30) days advance notice of any cancellation or material change in coverage. If the Owner requires coverage or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the Owner.

Limitation/Disclaimer of Liability: JTP shall not be liable for any indirect, incidental, special, or consequential damages, loss, or expense (including, but not limited to loss of use, revenue, data, or profit), directly or indirectly arising from the customer's use of, or inability to use, the Equipment either separately or in combination with other equipment, or for personal injury or loss or destruction of other property, or from any other cause. Customer will pay any Municipal, County, State or Federal sales, excise or other taxes which may be levied upon the service or materials provided pursuant to this Agreement. Customer shall indemnify JTP against and hold JTP harmless from any and all claims, actions, suits, proceeds, costs, expenses, damages and liabilities, including attorney's fees, claimed by any person, organization, association, or otherwise arising out of, or relating to the Equipment, use, possession, operation and/or condition, thereof, arising out of any event on or after the date of this Agreement.

Governing Law and Venue: This Agreement shall be governed by, and construed in accordance with, the law of the State of Wisconsin, and the venue of any court action initiated pursuant to this Agreement shall be the Circuit Court of Dane County, Wisconsin.

Legal Costs: In any legal proceedings instituted by JTP for the enforcement of the terms and provisions of this Agreement where JTP is the prevailing party, JTP shall be reimbursed by Customer for all of its reasonable costs, expenses and attorneys' fees.

Partial Invalidity: The terms and provisions of this Agreement shall be deemed separable. If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to person(s) or circumstance(s) other than those as to which it is invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be enforceable to the fullest extent permitted by law.

Purchase Orders: Notwithstanding terms and conditions contained in the Customer's purchase order, the terms and conditions of this Agreement shall prevail.

Entire Agreement: THE TERMS OF THIS AGREEMENT REPRESENT THE COMPLETE AND ENTIRE AGREEMENT BETWEEN JTP AND CUSTOMER REGARDING THE MATTERS DESCRIBED HEREIN. NO VERBAL REPRESENTATION OF ANY SALESPERSON, AGENT, OFFICER, OR EMPLOYEE OF JTP SHALL OPERATE TO VARY THE WRITTEN TERMS HEREOF. ANY ALTERATIONS OR MODIFICATIONS MUST BE IN WRITING, REFERENCE THIS AGREEMENT, AND BE SIGNED BY BOTH PARTIES.

Waiver: A waiver of the strict performance of any term of this Agreement by JTP shall not be deemed waiver of any other provision of this Agreement.

Battery R&R Terms and Conditions

Acceptance of Terms: By submitting a purchase order or accepting a price quotation of JT Packard & Associates, Inc. ("JT Packard") for the products or services described therein, Customer accepts and is bound to these standard terms and conditions. No additional or differing terms or conditions proposed or delivered by Customer, whether proposed or delivered verbally, through writing, electronic communication, facsimile, or any other means, shall retroactively alter JT Packard's price quotation, service agreement or these terms and conditions in any way. This Agreement, including all of its terms and conditions, may only be amended in a writing signed by both parties.

Payment Terms: The fee to be paid by the Customer shall be the amount set forth in this proposal. JT Packard (JTP) will invoice upon shipment/installation of the batteries. Payment terms are Net 30. Additional charges apply for contracts billed with extended payment terms. Late payments shall be subject to a late payment charge of 1.5% per month (18% per year) on any outstanding and delinquent balance. All quoted prices are in US Dollars.

Installation-Customer Responsibilities: To assure a smooth installation the Customer shall:

- a. Permit or arrange for access to the Ship To location for JTP's installation and maintenance personnel.
- b. Provide suitable environmental conditions for the batteries; Temperature: 65-75F, Relative Humidity: 40%-60% (Non-Condensing). Conditions which exceed these parameters may nullify the warranty provided herein.
- c. Obtain any legal permits as may be required.

Warranties and Limitation on Warranties: During the Warranty Period, JTP will repair or replace any battery that has malfunctioned, other than for product misuse. Warranty response time will be within one (1) working day of the receipt of notice from Customer requesting such service. Labor and freight charges associated with replacing a warranted battery are not covered under this agreement (such coverage is provided for JT Packard's full-service customers) and will be charged accordingly.

Limitation/Disclaimer of Liability: JTP SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSS, OR EXPENSE (INCLUDING, BUT NOT LIMITED TO LOSS OF USE, REVENUE, DATA, OR PROFIT), DIRECTLY OR INDIRECTLY ARISING FROM THE CUSTOMER'S USE OF, OR INABILITY TO USE, THE BATTERIES EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT, OR FOR PERSONAL INJURY OR LOSS OR DESTRUCTION OF OTHER PROPERTY, OR FROM ANY OTHER CAUSE. Customer hereby assumes and will bear the entire risk of direct and consequential loss or damage to batteries or any part thereof from the date of delivery to the Ship To location. Customer will pay any Municipal, County, State or Federal sales, excise or other taxes which may be levied upon the sales, transfer of ownership or installation of the batteries, or levied or assessed against the batteries or the ownership or use thereof. Customer shall indemnify JTP against and hold JTP harmless from any and all claims, actions, suits, proceeds, costs, expenses, damages and liabilities, including attorney's fees, claimed by any person, organization, association, or otherwise arising out of, or relating to the batteries, use, possession, operation and/or condition, thereof, arising out of any event on or after the date of delivery of the batteries to the Ship To location.

Additional Installation and Construction Charges: JTP has estimated the cost of the batteries and the cost of installation of the batteries based upon a reasonable review and inspection of the Ship To location. However, should installation of the batteries require additional material, labor or construction, either: (i) not originally estimated because of hidden or unknown conditions, or (ii) which Customer may request or desire, or that may be necessary to accommodate the batteries or move or change any existing equipment, cable or both, Customer agrees to pay all the additional charges associated with the required material and work. JTP will make reasonable efforts to notify Customer if additional installation or related charges will be incurred, however, because the information may not be known by JTP until the actual installation is underway, lack of notification of Customer by JTP shall not alter Customer's obligation and agreement to pay all such additional charges. Additionally, Customer hereby agrees to pay any additional installation or related charges incurred by JTP which are related to any delay or stoppage of work caused by the Customer, or a requirement to use Union based labor for any portion of this agreement.

Insurance: JT Packard maintains insurance coverage and limits as it deems necessary. Upon Owners request, JT Packard (a) shall provide Owner with a Certificate of Liability Insurance, and (b) shall provide Owner with thirty (30) days advance notice of any cancellation or material change in coverage. If the Owner requires coverage or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the Owner.

Training: JTP will provide initial instruction and training (as deemed reasonably necessary by JTP) in the operation of the batteries to personnel and employees of the Customer (which Customer requests be trained) at the time of the installation. Any subsequent training or instruction which Customer may desire will be charged to Customer at JTP's then prevailing rate.

Cancellation of Agreement: If Customer cancels this Agreement prior to JTP's shipment of the batteries, refuses to permit JTP to install the batteries, or notifies JTP after the execution of this Agreement of its refusal to accept such installation, Customer hereby agrees to pay JTP, a "Cancellation Fee" equal to all of the actual costs related to this Agreement incurred by JTP through the date of cancellation (including, but not limited to, restocking fees in the amount of twenty percent (20%) of the contract amount, freight charges, employee labor charges and any materials or equipment special ordered for Customer which cannot be returned).

Security Interest: The sale or other disposition of any of the batteries prior to payment of the entire Purchase Price is prohibited. JTP shall be permitted to file appropriate UCC financing statements in order to preserve its interest in the batteries until the purchase price is paid in full.

More Than One Party As Customer: If more than one (1) party is named as Customer in this Agreement, the liability of each shall be joint and several.

Miscellaneous:

- a. Governing Law and Venue. This Agreement shall be governed by, and construed in accordance, with the law of the State of Wisconsin, and the venue of any court action initiated pursuant to this Agreement shall be the Circuit Court of Dane County, Wisconsin.
- b. Legal Costs. If JT Packard is the prevailing party in any legal proceedings instituted by JTP for the enforcement of the terms and provisions of this Agreement, JTP shall be awarded by Customer for all of its reasonable costs, expenses and attorneys fees.
- c. Partial Invalidity. The terms and provisions of this Agreement shall be deemed separable. If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to person(s) or circumstance(s) other than those as to which it is invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be enforceable to the fullest extent permitted by law.
- d. Notices. All notices will be effective when received by the other party. Email is an acceptable method of giving notice if received by the person identified above.
- e. Purchase Orders. Notwithstanding terms and conditions contained in the Customer's purchase order, the terms and conditions of this Agreement shall prevail.
- f. Entire Agreement. THE TERMS OF THIS AGREEMENT REPRESENT THE COMPLETE AND ENTIRE AGREEMENT BETWEEN JTP AND CUSTOMER WITH RESPECT TO THE TRANSACTION DESCRIBED HEREIN. NO VERBAL REPRESENTATION OF ANY SALESPERSON, AGENT, OFFICER OR EMPLOYEE OF JTP SHALL OPERATE TO VARY THE WRITTEN TERMS HEREOF.
- g. Waiver. A waiver of the strict performance of any term of this Agreement by JTP shall not be deemed waiver of any other provision of this Agreement.



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Limitation/Disclaimer of Liability: JTP shall not be liable for any indirect, incidental, special, or consequential damages, loss, or expense (including, but not limited to loss of use, revenue, data, or profit), directly or indirectly arising from the customer's use of, or inability to use, the Equipment either separately or in combination with other equipment, or for personal injury or loss or destruction of other property, or from any other cause. Customer will pay any Municipal, County, State or Federal sales, excise or other taxes which may be levied upon the service or materials provided pursuant to this Agreement. Customer shall indemnify JTP against and hold JTP harmless from any and all claims, actions, suits, proceeds, costs, expenses, damages and liabilities, including attorney's fees, claimed by any person, organization, association, or otherwise arising out of, or relating to the Equipment, use, possession, operation and/or condition, thereof, arising out of any event on or after the date of this Agreement.

Governing Law and Venue: This Agreement shall be governed by, and construed in accordance, with the law of the State of Wisconsin, and the venue of any court action initiated pursuant to this Agreement shall be the Circuit Court of Dane County, Wisconsin.

Legal Costs: In any legal proceedings instituted by JTP for the enforcement of the terms and provisions of this Agreement where JTP is the prevailing party, JTP shall be reimbursed by Customer for all of its reasonable costs, expenses and attorneys' fees.

Partial Invalidity: The terms and provisions of this Agreement shall be deemed separable. If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to person(s) or circumstance(s) other than those as to which it is invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be enforceable to the fullest extent permitted by law.

Purchase Orders: Notwithstanding terms and conditions contained in the Customer's purchase order, the terms and conditions of this Agreement shall prevail.

Entire Agreement: THE TERMS OF THIS AGREEMENT REPRESENT THE COMPLETE AND ENTIRE AGREEMENT BETWEEN JTP AND CUSTOMER REGARDING THE MATTERS DESCRIBED HEREIN. NO VERBAL REPRESENTATION OF ANY SALESPERSON, AGENT, OFFICER, OR EMPLOYEE OF JTP SHALL OPERATE TO VARY THE WRITTEN TERMS HEREOF. ANY ALTERATIONS OR MODIFICATIONS MUST BE IN WRITING, REFERENCE THIS AGREEMENT, AND BE SIGNED BY BOTH PARTIES.

Waiver: A waiver of the strict performance of any term of this Agreement by JTP shall not be deemed waiver of any other provision of this Agreement.