



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.



Time & Materials Terms & Conditions

Acceptance of Terms: By submitting a purchase order or accepting a price quotation of Power Plus! 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 Power Plus!'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 Power Plus! maintenance agreement, Power Plus! agrees to service the Equipment listed under "EQUIPMENT INFORMATION" per the Terms and Conditions set forth below (the "Agreement").

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