

TERMS AND CONDITIONS

1. TERM

This agreement is effective from the commencement date and shall continue for an initial term of one year.

1.1 It is the sole responsibility of the customer to ship unit to the designated Printronix Depot Repair Center for repair.

1.2 Printronix may withdraw individual item(s) from this agreement upon thirty (30) days prior written notice if the equipment cannot be properly or economically repaired on-site due to customer-caused excessive wear or deterioration.

1.3 This contract is for a minimum of one year, however, Printronix or the customer may cancel at any time with thirty (30) days written notice.

1.4 If the Invoice for contract service is not paid within net thirty (30) days, the contract service will be suspended. Customer will be contacted by a representative from Printronix in order to resolve the outstanding invoice. Contract will be canceled if not paid or resolved within 60 days from date of the invoice. To restart a contract after it has been canceled, a pre-contract inspection is required plus payment of the balance due on the canceled contract and payment in advance for the new contract.

2. RENEWALS

Renewal notices will be sent 60 days in advance of the contract expiration date. Receipt of a check or purchase order number with the hardcopy to follow is required to renew a contract. If the renewal letter is not returned Printronix will attempt to contact the customer by phone before canceling the contract. To initiate the renewal of an expired contract the same steps will be followed as outlined in the preceding paragraph (1.4).

3. ELIGIBILITY FOR SERVICE AGREEMENT

3.1 All equipment to be included under this agreement shall be listed on this agreement, and is subject to inspection by Printronix, prior to the commencement date.

3.2 All new (less than ninety (90) days from factory shipment) and other than new equipment is subject to a pre-contract inspection charge. The inspection charge is waived on new equipment installed by Printronix or by an authorized Printronix distributor or authorized Printronix agent. The customer shall pay all charges incurred in restoring the equipment to good operating condition at Printronix per call rate then in effect.

4. SERVICE RESPONSIBILITIES

4.1 Printronix agrees to provide maintenance service during the period specified in this agreement to maintain the equipment in good operating condition.

4.2 Maintenance will include replacement of parts deemed necessary by Printronix. All parts will be furnished on an exchange basis and will be new standard parts of equal quality. Replaced parts removed from the system become the property of Printronix.

5. PERIOD OF SERVICE AVAILABILITY & CHARGES

5.1 All prices are subject to change on the anniversary date of the contract. The customer will be notified sixty (60) days in advance.

5.2 Customer is responsible for shipping unit to the Printronix Depot Repair Center assigned to customer when unit is in need of repair, including any customs or import duties if applicable.

5.3 Printronix at its sole discretion can deem any item non-repairable and cancel the contract. The balance of the service contract will be refunded to the customer.

6. EXCLUSIONS

6.1 Maintenance service is contingent upon the proper use of all equipment and does not cover equipment which has been modified without Printronix' written approval, or which has been subjected to unusual physical or electrical stress. Printronix shall be under no obligation to furnish maintenance service (preventative or remedial): (1) If adjustment, repair or parts replacement is required because of supplies, operator-caused error, or repeated misuse of equipment; (2) If the equipment is maintained or repaired or if attempts to repair or service the equipment are made by other than authorized Printronix personnel, without the prior approval of Printronix; (3) Service calls related to printer damage caused by the use of Non-Printronix Genuine Consumable will be bilabial at the current Time and Material rate. Printronix is not responsible for repairs resulting from acts of God, such as fire, flood, earthquake, etc. If maintenance service is required as a result of causes stated above, such repairs will be made at Printronix' per call rate then in effect.

6.2 Maintenance service also does not include: (1) All customer consumable items such as paper, ribbons, printheads, etc. are excluded from contract coverage; (2) Accessories, paint, or refinishing of the equipment or furnishing materials for this purpose; (3) Electrical work external to the machines or maintenance of accessories, alterations, attachments or other devices not furnished originally unless specifically stated in this contract.

6.3 Maintenance service does not include other vendors' equipment or accessories-(except as specified in this contract) attached to or installed in a Printronix printer. If a maintenance service call is made on the Printronix printer and the malfunction is the result of other vendor's materials or accessories (except as specified in this contract), the service call will be charged at Printronix applicable per call rates and terms then in effect.

7. GENERAL

7.1 The customer agrees that Printronix will not be liable for any special, indirect consequential damages.

7.2 The terms and conditions of this agreement shall prevail notwithstanding any variation from the terms and conditions of any present or future order submitted by the customer for maintenance services.

7.3 This agreement supersedes all prior maintenance agreements and understanding between the parties and may not be changed or terminated orally.

7.4 This agreement will be governed by the laws of the state of California.

7.5 Equipment environmental requirement is according to published Printronix specification.

8. Printronix HOLIDAYS

New Years Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Day	December 25