

## MAINTENANCE AGREEMENT TERMS AND CONDITIONS

This Maintenance Agreement Terms and Conditions (the "Agreement"), payable in advance, shall be in effect for a period of twelve (12) months and shall be automatically renewed for successive twelve months at the rates in effect at the time of renewal provided payment is received in advance of renewal, unless terminated by either party by thirty (30) days written notice.

- \* This Agreement between Binding Products, Inc. and the Sold To party on the invoice pursuant to which this Agreement is issued (the "Client") provides for on-site service at the address specified on the invoice. Your payment evidences your acceptance of the terms and conditions contained herein.
- \* All service will be done during normal business hours, Monday through Friday, 9am-5pm. For service outside of normal working hours, additional charges will be paid for by the Client.
- \* Maintenance parts, which may be used parts, will be furnished on an exchange basis, and the replaced parts become the property of Binding Products.
- \* If any equipment covered by this Agreement is regularly used by more than one shift of personnel, the maintenance charge for that equipment will be increased 100% for each additional shift regularly using the equipment.
- No additional charges shall be made for labor or parts unless the cause of such repair or service is due to accident, negligence, misuse, theft, unauthorized alterations, or causes other than normal use. Unless recorded in the space provided on front, supplies, accessories, alterations, specification changes, modular or special die patterns, dies, and pins are not included in this agreement. Additional Exclusions are detailed in Attachment 1.
- \* All applicable federal, state and local taxes (except taxes based on income) shall be borne by the Client when and if levied on the services performed hereunder.
- \* This Agreement is not transferable to a third party without the consent of Binding Products, Inc. If the equipment is traded in on new Binding Products equipment, any unused portion of the Agreement charge shall be pro-rated and applied toward the maintenance of the new equipment.
- \* Client agrees that Binding Products shall not be liable for any incidental or consequential damages or any loss of business, however, caused notwithstanding advice to Binding Products Inc., of the possibility of such damages, including damages resulting from the improper functioning of the covered equipment.
- \* No action, regardless of its form, which arises out of this Agreement, may be brought by either party more than one (1) year after the cause of action has occurred.
- \* This Maintenance Agreement shall constitute the entire agreement between the Client and Binding Products, Inc. regardless of inconsistent or additional terms and conditions in the Client's purchase order. Alteration or addition to the terms and conditions of this Agreement as enumerated and printed hereon, shall not be binding on Binding Products unless the Agreement as altered, shall have been approved in writing by an Officer of Binding Products, Inc.
- \* All claims, disputes, and other matters in question, arising out of, or relating to, this Agreement or the breach of this Agreement, and not otherwise provided for in this Agreement, shall be decided by arbitration in accordance with the rules of the American Arbitration Association then obtaining. The venue for any required arbitration proceeding shall be the State of New York, County of New York. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.
- \* The Client shall pay all cost for recovery of delinquent payments and arbitration proceedings.

**BINDING PRODUCTS, INC.**  
**430 Communipaw Ave Ste 1, Jersey City, NJ 07304**  
**Phone: (201) 323 0200 o (800) 926-1411**  
**Fax No.: (201) 332 2929**

## **ADDITIONAL EXCLUSIONS**

Additionally, the following are not covered by this agreement:

Supplies or accessories (like report covers, etc.)  
Equipment alterations or specification changes  
Consumables/Wearables (like drill bits, punching pins, knives, rollers, etc.)  
Motor(s)  
PC Board(s)  
Damage caused by customer abuse, neglect, and operator error  
Issues arising from power failures, outages, and/or failure to provide committed lines  
Issues or repairs required because laminator roller wrap ups or the cutting of soft laminator rollers  
Die/pin replacements  
Freight on uncovered parts  
Expedited and air freight on covered parts