

Extended Service Agreement

Contract No. _____



Provided by:
iMARC Engraving Systems
17621 N. Black Canyon Hwy.
Phoenix, Arizona 85023 USA

Customer # _____

Customer Name (Referred to herein as "You" or "Customer") _____

Address _____

City _____ State _____ Zip _____

(_____) _____ (_____) _____
Phone # _____ Fax # _____

Email _____

ACCEPTANCE OF EXTENDED SERVICE AGREEMENT (AGREEMENT): The prices, specifications, terms and conditions and specific attachments to this Agreement. INCLUDING WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS, have been reviewed by you, are satisfactory and are accepted by you. iMARC Engraving Systems (herein referred to as "iMARC") is authorized to do the work as specified in this Agreement and you will make payments as stated on this page. iMARC will not be bound by any of the provisions in this Agreement until it has been executed by one of its duly authorized management representatives (in the space provided on this page).

THIS AGREEMENT IS COMPRISED OF THE EXTENDED SERVICE AGREEMENT, PLANS AND SCHEDULES, SUPPLEMENTS AND EXHIBITS ATTACHED AND INCORPORATED BY REFERENCE, ALL OF WHICH ARE SUBJECT TO THE STANDARD TERMS AND CONDITIONS FOR MAINTENANCE WHICH ARE A PART OF THIS AGREEMENT.

1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ ALL THE STANDARD TERMS AND CONDITIONS, THE EXHIBITS, SUPPLEMENTS AND ATTACHMENTS IF ANY.
2. YOU ARE ENTITLED TO AN EXACT COPY OF THIS AGREEMENT. YOUR SIGNATURE ACKNOWLEDGES ACCEPTANCE OF THIS AGREEMENT AND RECEIPT OF A TRUE COPY THEREOF.

AGREED AND ACCEPTED: iMARC ENGRAVING SYSTEMS

BY (PRINT): _____

SIGNATURE: _____

TITLE: _____ DATE: _____

Customer should read the terms and conditions on page 2 and sign this form before returning to iMARC via mail (see address at left) or fax (602) 391-2288.

Date of Execution: _____

Location of Equipment: _____

Street _____

City _____ State _____ Zip _____

EXTENDED SERVICE AGREEMENT PERIOD COVERAGE:

From: _____ To: _____

Term: _____ 1 Year _____ 2 Year _____ 3 Year
Save 5% Save 10%

Equipment Type: _____

Equipment Serial #: _____

Price \$ _____

Tax \$ _____

Total \$ _____

Payment type (check one):

NOTE: Warranty is not in effect until amount is paid in full!

check credit card

credit card #: _____

exp date: _____

IN WITNESS WHEREOF YOU AND IMARC HAVE EACH CAUSED THIS AGREEMENT TO BE EXECUTED BY A DULY AUTHORIZED OFFICER OR REPRESENTATIVE ON THE RESPECTIVE DATES SET FORTH BELOW.

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS AS EXPLAINED ON PAGE 2 OF THIS CONTRACT.

CUSTOMER:

NAME (PRINT) _____

SIGNATURE _____

TITLE _____ DATE _____

iMARC Extended Warranty Agreement Terms and Conditions

Coverage

The Extended Warranty Includes:

Extending the terms of the original equipment warranty in one-year increments. It includes the cost of repair and/or replacement parts (at the discretion of iMARC); factory labor, testing and support from the Technical Support help line. iMARC will provide a level of service that will keep the covered equipment running at a level that meets iMARC's published specifications at the time of the original equipment sale (not including cosmetics).

Description of Services Provided

Included are all parts covered by the original equipment warranty with the EXCEPTION of consumable items or accessories such as tags, tag holders, tag easels, keyboards and cosmetics.

The service includes the diagnosis and replacement of machine in the case of malfunctions and failures as determined either via sending the machine to the factory or by telephone diagnostics.

iMARC reserves the right to send new or reconditioned parts (or systems) as part of this agreement. Replacement parts under this agreement are defined as those items that fail under normal use and service. All parts removed for replacement shall become the property of iMARC. The customer will return the items for evaluation within 10 days or be invoiced the full retail value. Returned parts/systems should be sent prepaid and clearly display the RMA (returned merchandise authorization) number to receive proper credit for the return.

Items not covered by warranty:

Accessories or consumables--i.e. tags or tag holders not manufactured by iMARC. Defects or damage to the system caused by use of tags or tag holders not manufactured by iMARC. Components not manufactured by iMARC or systems altered or modified other than by iMARC.

Lapse of Warranty

If an Extended Warranty is not purchased within 30 days of the expiration of the original equipment Warranty or within 30 days of the expiration of an existing Extended Warranty the equipment will be in Lapse of Warranty. An Extended Warranty can never again be purchased for any equipment that has become in Lapse of Warranty. It is the responsibility of the purchaser of the equipment to maintain accurate records and to know the expiration date of any Warranty.

Exclusions

This agreement is for an extended warranty, not an insurance agreement and as such does not include service arising from: Abuse, misuse, modification, mishandling of equipment or operating equipment outside of the environmental specifications for equipment.

Damage due to forces external to the machine including, but not limited to, the following: Acts of God, flooding, power surges, power failures, defective electrical work, transportation, or foreign equipment/attachments.

Freight Charges

The agreement does not include the cost of inbound or outbound freight on parts or systems. All inbound freight should be prepaid. Outbound shipping expenses will be billed at actual cost when shipped.

User Responsibilities

The user and or operator agree to report any equipment malfunctions or problems to iMARC Technical Support. The user is responsible for proper maintenance and care as prescribed in the relevant operational manual that accompanied the system at time of installation. The user is responsible for maintaining a proper environment for the equipment with due regard to the continued functional operation of the equipment (heat, cold, humidity etc.).

Transfer of Warranty

Upon written notification to iMARC, transfer of this warranty for the system identified by serial number on the face of this contract, to a new owner is acceptable.

Payment

This annual agreement must be paid no later than 30 days after current warranty expiration. Non-payment of the agreement by due date will cause a lapse of coverage.

The charges listed for this extended warranty are for a specific system configuration of equipment with registered serial numbers. Changing configurations will void this warranty.

Charges for extended warranties are exclusive of any federal, state or local sales, use or excise taxes. Such taxes are the buyer's responsibility unless billed directly by iMARC.

Cancellation

Either party shall have the right to cancel the agreement upon 30 days prior written notice if the other party does not comply with any of the terms and conditions contained herein. Provided that the party wishing to cancel has first given the defaulting party written notice of the nature of the claimed default and a reasonable opportunity to cure the nature of the claimed default. In the event that buyer fails to make payment in accordance with terms of the contract, iMARC, at its option, may immediately suspend service or cancel this agreement upon written notice.

General

The terms and conditions of this agreement supersede those of all other oral or written agreements between the parties with respect to service of the equipment.

This agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, administrators, legal representatives and assigns. Neither party shall assign any of the rights or obligations of this agreement without the written consent of the other party. No refunds will be made on the unused portion of this agreement.

Should any provisions of this agreement be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions on this agreement shall not be affected or impaired thereby.

In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. If they do not reach such solution within a period of 60 days, then upon notice by either party to the other, differences shall be finally settled by binding arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. Both parties agree that any action under this clause will take place in Phoenix, Maricopa County, Arizona.

I have read and understand the terms and conditions above.

Customer Name: _____

Title: _____

Signature: _____

Date: _____

SN: _____