

POWER SYSTEMS & CONTROLS, INC.

PREVENTIVE MAINTENANCE AGREEMENT

Power Systems & Controls, Inc., (PS&C) agrees to provide labor for routine maintenance to _____ as detailed herein:

1) **GENERAL**

- a) PS&C agrees to make two routine inspections annually and perform routine maintenance procedures as necessary and per attached schedule. These inspections will be scheduled at PS&C's convenience within one (1) month of the required date.
- b) All parts required after the initial warranty period will be supplied at the current prices then prevailing, in addition to the fee schedule set forth in this contract.
- c) This service contract shall continue in force for a period of one year, unless terminated earlier by mutual agreement. This contract shall be renewable at the purchaser's option in one year increments. This rate is subject to escalation of the prices herein as required to offset increased labor, transportation and material costs, but the cost of the contract can only be changed at it's renewal date.
- d) The quoted price for this contract is based upon service during normal working hours, defined as between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays. Should service be required on an overtime basis, the billings shall be in accordance with our published overtime rates.
- e) No assignment of this contract may be made without the mutual consent of both parties.
- f) If any amounts due PS&C are in arrears sixty days or more at any time, PS&C shall have the option of immediate cancellation of this contract in full without further liability or obligation. Such cancellation shall be by certified mail to the purchaser's address as shown herein.
- g) This contract is subject to acceptance within thirty days from the date signed by an authorized PS&C representative.

- h) This contract does not cover batteries nor switchgear equipment; however, during the preventive maintenance calls, PS&C will inspect the batteries and report their condition to the client.
- i) From the date of this Agreement until one year after termination of this Agreement, neither party shall, directly or indirectly, except with the written consent of the other party, induce, or attempt to induce, any person who is a employee of the other at the time of such inducement to accept employment with such party or any affiliate of such party. Nothing herein shall prevent either party from inducing or attempting to induce any person who was formerly an employee of the other at the time of such inducement to accept employment with such party or an affiliate of such party; provided, however, that neither party shall induce or attempt to induce any such former employee to breach any duty owed to the other party.
- j) In addition to its responsibility to provide the services which are set forth herein, PS&C shall be liable for reasonable damages that arise directly from its actions, which actions cause actual damage or injury to persons (including death) or tangible property. However, in no event will either party be liable, one to the other, for any indirect, special or consequential damages. Such indirect, special, or consequential damages shall include, but not be limited to, loss of profits, loss of use of associated equipment, or investment cost of substitute facilities. PS&C preventive and remedial service responsibilities will not include the following: freight and rigging, failures caused by neglect, misuse, abuse, mis-operation of the equipment, unsuitable environment, or failures arising from Acts of God (i.e. fire, flood, ect). PS&C out of pocket expenses for any single failure occurrence will not exceed the equivalent of the annual value of this Agreement unless otherwise agreed upon at the time of occurrence.

2) **OPERATIONAL**

- a) Purchaser agrees to designate at least one representative in his employ to receive instructions in the operation of said equipment; such representatives must have authority to carry out recommendations received from PS&C, in conjunction with the normal accomplishments of this equipment.
- b) Purchaser agrees to operate the equipment in accordance with PS&C's instructions and specifications, and to notify PS&C promptly of any change in the normal operating conditions.
 - The equipment must be operated in an environment free from dust, dampness and vibration with adequate ventilation.
 - Purchaser agrees not to operate the system beyond its rated capacity.
- c) Purchaser agrees to provide ready access to the equipment during normal business hours for purposes of routine service, inspection and maintenance.
- d) Purchaser agrees to employ only PS&C, or persons authorized by PS&C to perform all work on said equipment. Purchaser's personnel may be authorized to service, operate and maintain the equipment, subject to review of their qualifications and training by PS&C.
- e) Purchaser agrees that items of equipment recommended or required by insurance companies, State, Federal, Municipal, or other authorized, and the installation thereof,

shall be obtained at the full expense of purchaser and shall not be covered by this Service contract.

- f) Under the terms of this contract, PS&C shall be responsible for normal preventative maintenance only. The replacement of fuses, indicating lamps, filters and abnormal replacement of battery electrolyte, or adding water to batteries are normal operating expenses chargeable to the purchaser. There will be no labor charge for replacement of these items observed to be required during a scheduled inspection.
- g) This contract represents the total contract existing for the service of the subject equipment and cannot be modified except by mutual written consent of an authorized representative of both parties thereto.

3) **COMMERCIAL**

In consideration for the services to be provided, the purchaser, _____ agrees to pay PS&C the total amount of _____ **dollars (\$_____)**. Sales tax, if applicable, will be added to these amounts. Single payment is due in twenty (20) days after acceptance of this contract or quarterly installments due before the tenth of each new quarter.

EQUIPMENT COVERED:

AGREEMENT PERIOD:

AGREEMENT REFERENCE:

PURCHASER ACCEPTANCE

SUPPLIER ACCEPTANCE

Power Systems & Controls, Inc.

Signature

Date

Julie S. Taylor

Service Coordinator

Date