

# 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") \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

(\_\_\_\_\_) \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

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) 439-0500.

Date of Execution: \_\_\_\_\_

Location of Equipment: \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

EXTENDED SERVICE AGREEMENT PERIOD COVERAGE:

From: \_\_\_\_\_ To: \_\_\_\_\_

Term: \_\_\_\_\_ 1 Year \_\_\_\_\_ 2 Year \_\_\_\_\_ 3 Year

Equipment Type: \_\_\_\_\_

Equipment Serial #: \_\_\_\_\_

Invoice#: \_\_\_\_\_

	Price	\$ _____
For complete term of agreement	Tax	\$ N/A
	Total	\$ _____

payment type (check one):

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

check  credit card  bill me on my Net 30 Acct

credit card #: \_\_\_\_\_

exp date: \_\_\_\_\_  check here if you'd like

us to charge your card EVERY year for this amount (this extended warranty will be renewed each year on this 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 as defined by the original warranty (i.e. tags; tag holders; tag easels; etc)

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 nor systems altered or modified other than by iMARC.

#### **Lapse of Warranty**

If an extended warranty is purchased after the original warranty expires, the iMARC machine must be in full working order for the extended warranty to be purchased for that machine.

If the machine is not operational and the customer would like to purchase an extended warranty, the machine must first be repaired at a 20% discount for the repair work.

If the machine is in good operating condition the customer can purchase the extended warranty. If the machine has problems, it must be repaired at the customers' expense. If the customer then chooses to buy an extended warranty a 20% credit on the repair parts will be issued.

#### **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**

The maintenance charge for this contract shall be billed annually in advance and payment in full should be made within 30 days from date of invoice. This annual agreement must be paid in advance of 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