

## Maintenance Agreement Terms and Conditions

Upon receiving payment for the equipment listed on the agreement, the following terms and conditions shall be in effect.

- Labor** Labor required to perform covered repairs during the contract period shall be provided at no charge.
- Parts** Parts broken and worn through normal use will be replaced at no charge, unless indicated otherwise by the exclusion code.
- Condition** It is understood that the equipment must be in good operating condition on the effective date of this agreement.
- Location** Equipment cannot be relocated under the prevailing rate, without prior approval.
- Addition** Equipment may be added to the contract and will be pro-rated in accordance with the prevailing rate.
- Payment** This agreement becomes effective only upon receipt of payment in advance.
- Taxes** The amount of this agreement shall be increased by an amount equal to any tax hereafter assessed, levied or imposed by federal, state or local authority.
- Cancellation** This agreement remains in effect until cancelled by either party with a thirty- (30) day written notice. In the event of cancellation prior to expiration, charges paid shall be prorated and credited.
- Exceptions** This agreement does not cover:
- A. Optional accessories unless directly specified under the contract agreement.
  - B. Consumable items including paper, elements, printwheels, batteries, ink rollers, toner, developer, diskettes, typewriter platens, rollers, fusers, maintenance kits, drums, printheads and similar items, unless directly specified.
  - C. Damage caused by water, fire, accident, abuse, neglect, theft or spillage of liquids into the unit.
  - D. Damage caused by repairs, or adjustments made by someone other than our authorized reps.
  - E. Power related malfunction, failure or damage, unless a power protection device is used which is approved by Heritage.
  - F. Damage resulting from the use of poor quality supplies such as toner, drum, printheads or accessories regardless of genuine, compatible or remanufactured products. Heritage can only guarantee supplies purchased directly from Heritage.
  - G. Removal of labels or other foreign objects from the equipment.
  - H. Service due to improper handling or misoperation.
  - I. Labor and travel incurred due to items not covered.
  - J. Sonicwall SonicCare, Cisco Smartnet, HP Care Paq, Symantec Endpoint and other similar manufacturer direct firmware/software protection plans.

Under no circumstances will Heritage Technology Solutions be liable for any costs or losses incurred as a result of a malfunction of the equipment, a loss of data or the recreating of data from any cause, or for any other incidental or consequential loss, damage or injury caused by an equipment failure or malfunction.

***Your possession of this document acknowledges that you have been advised of our rates and agree to the terms listed above.***