



**EXTENDED WARRANTY AGREEMENT (the "AGREEMENT")**

This Agreement is between Graphic Finishing Partners, LLC (Gfp) and the Customer named below. Gfp is acting as an independent contractor and not as an agent or employee of the Customer

**The equipment covered by this Agreement is as follows:**

Model Number and Description (the "Equipment")	Serial Number	Effective Date	Coverage Type	Total Charge

**Coverage does not include abuse to laminator rollers (see number 7 of Terms and Conditions on reverse side)**

The term of this Agreement, payable in advance, shall be twelve (12) months commencing on \_\_\_\_\_ and ending on \_\_\_\_\_, at which time, unless Gfp is notified as set forth on the reverse side hereof, it will be automatically renewed for successive twelve (12) month periods.

**See reverse side for additional terms and conditions of this Agreement.**

**CUSTOMER INFORMATION**

Customer Name \_\_\_\_\_

Address \_\_\_\_\_

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

Phone Number \_\_\_\_\_ email address \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_

Insurance Requirements Attached?  Yes (See number 14 of Terms and Conditions on reverse side.)

The following are attached to and made a part hereof: \_\_\_\_\_ if none check here (  )

Dealer Name \_\_\_\_\_ Purchase Order No. \_\_\_\_\_

SUBMIT

# EXTENDED WARRANTY AGREEMENT TERMS AND CONDITIONS

1. Upon payment of the Total Charge set forth on the opposite side hereof, and subject to the terms and conditions contained herein, Gfp will use commercially reasonable efforts to repair to good working order the electrical and mechanical parts and components of the Equipment. Gfp shall utilize the services of subcontractors to perform all services hereunder. Said subcontractors shall be under full direction and control of Gfp and Customer specifically acknowledges and agrees to the use of said subcontractors.
2. Whenever service is required during the term hereof, Gfp through its authorized subcontractors, will use commercially reasonable efforts to repair the Equipment without charge for labor or parts. Gfp may use new, used, refurbished, remanufactured, or reconditioned parts when providing such service. Not covered are consumable supply items, cutter knives, trimmer blades or optional accessories purchased for the Equipment. All replaced parts will become the property of Gfp.
3. Operator training or retraining is not covered by this Agreement, but can be provided at an additional fee.
4. All service will be provided during Gfp's normal business hours, 8:30 A.M. to 5:00 P.M., Monday through Friday. For service outside of normal working hours additional charges shall be paid by Customer in accordance with then prevailing Gfp's rates.
5. For all new Equipment, Customer will have the Equipment set up in the location it is to be used. Gfp does not allow its Technicians to lift equipment greater than 60 lbs. and Gfp's Technicians must seek additional assistance if equipment weighing greater than 60 lbs. needs to be lifted for any reason.
6. Customer agrees to give Gfp at least thirty (30) days prior written notice of any change in location of the Equipment.
7. Repair hereunder does not include repair of damage resulting from abuse, accident, failure or reduction of electric power, improper installation or storage, improper Equipment operating environment, misuse, neglect, transportation, failure to operate within performance specifications, or failure to operate according to instructions and documentation. If persons or entities other than Gfp service personnel shall perform maintenance on or repair the Equipment, and as a result further repair or maintenance by Gfp is required to restore the Equipment to good operating condition, any such further repair or maintenance shall be subject to additional charge by Gfp in accordance with then prevailing Gfp rates.
8. Renewals shall be subject to the then prevailing Gfp rates. Customer shall have the right to cancel this agreement within 30 days of its renewal date by written notice to Gfp in the event Customer does not accept the new prevailing rate
9. If any Equipment is regularly used by more than one shift of personnel, the warranty total charge for that Equipment will be increased 100 percent for each additional shift regularly using the Equipment.
10. If the Equipment becomes obsolete because components to complete the repair are no longer available, the remaining prorated portion of the Agreement will be refunded to the Customer.
11. All applicable federal, state and local taxes (except taxes based on income) shall be borne by the Customer when and if levied on the services performed hereunder.
12. This Agreement shall constitute the entire agreement between the Customer and Gfp irrespective of inconsistent or additional terms and conditions in the Customer's purchase order or other documentation. Any alteration or additions to the terms and conditions of this Agreement as enumerated and printed herein, shall not be binding on Gfp unless the Agreement as altered shall have been approved in writing by an officer of Gfp.
13. **CUSTOMER AGREES THAT Gfp SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF BUSINESS OR PROFITS HOWEVER CAUSED NOTWITHSTANDING ADVICE TO Gfp OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES RESULTING FROM THE IMPROPER FUNCTIONING OF THE COVERED EQUIPMENT.** No action arising out of this Agreement or services performed hereunder may be brought by either party more than one (1) year after the cause of action has accrued. In the event of any dispute or claim that cannot be resolved by the parties by negotiation, both Gfp AND CUSTOMER agree to submit any such claim to binding arbitration pursuant to the rules then obtaining of the American Arbitration Association. Any ruling by an arbitrator shall be enforceable in a court of law. The prevailing party in any such arbitration shall be entitled to recover in addition to any damages, its attorney fees. Any such arbitration shall take place in Chicago, Illinois. Each party shall bear its own expenses of arbitration.
14. In cases when Gfp' standard insurance certificate does not meet Customer's insurance requirements, all insurance (including any landlord's insurance requirements) required from Gfp, must be specified at the signing of this Agreement, agreed to in writing by Gfp, and attached to this Agreement. The attachment must be affirmatively indicated on the front side of this Agreement.

## Coverage Type

## Agreement Coverage

- |                |   |
|----------------|---|
| <b>Level 1</b> | Four business hour phone response from Technician. Two business days for on-site service. Unlimited parts, labor, and travel.   |
| <b>Level 2</b> | Four business hour phone response from Technician. Two business days for on-site service . Unlimited parts, labor, and travel. One annual Preventative Maintenance service call |