



## **AMETEK PROGRAMMABLE POWER, INC.**

9250 Brown Deer Road  
San Diego, CA 92121 U.S.A.  
Telephone: 858-458-0223 • Fax: 858-458-0267  
www.programmablepower.com

### **Service Agreement – California Instruments branded MX-series, FCS-series and cabinets Agreement #**

AMETEK Programmable Power Inc., with offices at 9250 Brown Deer Road, San Diego, CA 92121 (hereinafter referred to as “APP”) and \_\_\_\_\_, doing business as \_\_\_\_\_, with offices at \_\_\_\_\_ (hereinafter referred to as “Customer”) agree to the terms and conditions which follow for APP’s performance of a service agreement.

#### Service and/or Parts Replacement

APP will provide parts repair/replacement service as set forth in the Appendix A entitled “Post-Warranty Service Plan”. If, during the terms of this contract, the equipment fails to perform substantially in accordance with the applicable specifications under normal usage, APP will provide parts and labor and/or technical assistance necessary to restore the equipment via repair at APP’s San Diego location. APP may utilize remanufactured parts which meet factory specifications, in which case the replaced parts shall become the property of APP.

#### Procedure for Service

If a fault develops, notify AMETEK Programmable Power, giving full details of the difficulty, and including the model number and serial number. On receipt of this information, service data or a Return Material Authorization (RMA) number will be given. Pack instrument carefully to prevent transportation damage, include the RMA number on the shipping label and ship freight collect to the factory. AMETEK Programmable Power shall not be responsible for repair of damage due to improper handling or packing. Instruments returned without RMA No. will be refused.

#### Damage in transit

Customer will be responsible for costs incurred to repair equipment damaged due to improper packaging. A valid credit card or purchase order (on approved credit) must be provided before work begins on repairs caused by improper packaging by customer.

#### Exclusions, Force Majeure

Service contracts may be renewed upon agreement by APP and customer at a price to be negotiated at the termination of the initial contract. APP may inspect the equipment prior to renewing a service agreement. Charges for the inspection and any service required to return the system to proper operation will be billed at APP’s then current labor and materials rates prior to renewing a service agreement.

This agreement does not cover and APP shall be excused from performance of its obligations to perform service to or provide parts for the equipment required due to force of nature or acts of God; acts of government; acts of terrorism; acts or omissions of third parties; accident, negligence, vandalism, abuse, misuse, theft; Customer failure to maintain the environmental and/or electrical conditions for the equipment as set forth in the manufacturer’s specifications; damage or diminution



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in value or function caused by any host system or peripheral equipment to which the equipment is attached; any other cause beyond the reasonable control of APP; host systems or peripheral devices not specifically listed in Appendix A; relocation of this equipment outside the domestic United States, alterations, additions or other modifications to the hardware or software, including specification changes or reprogramming by Customer or third parties. Service and replacement parts for equipment not listed in Appendix A, or service or repairs excluded from this agreement, if provided by APP, will be charged at APP's then prevailing labor and material rates pursuant to a valid credit card or purchase order on approved credit.

### Initial term, Changes to Level of Service and Subsequent terms

The term and service level of this agreement shall be as set forth in the Post-Warranty Service Plan. In the event of cancellation of this agreement by Customer, refunds shall be made as follows: 50% if cancelled within first 30 days, 25% if cancelled within first 90 days, no refund if cancelled after 90 days. No refund shall be made if any services have been performed under this agreement by APP prior to cancellation by Customer.

APP may inspect the equipment prior to authorizing increases in the level of service set forth in the Post-Warranty Service Plan. Charges for the inspection will be at APP's then current labor rates. The level of service may not be decreased during the term of this agreement.

APP may, at its discretion, sell service contract(s) after the date of the initial equipment purchase and/or sell service agreements for periods subsequent to the initial term. Inspection of the covered equipment may be required, at a cost to be negotiated, prior to extending subsequent service agreements.

### Price and Payment Terms

The fee under this agreement shall be as set forth in the Post-Warranty Service Plan plus applicable taxes. Customer shall be responsible for any sales, use or other taxes that shall be required as a result of this agreement or the materials supplied there under. Payment must be received by APP prior to performing any services under this agreement.

### Warranty

Services provided under this agreement will be performed in a good, workmanlike manner in accordance with standard industry practice during the term of this agreement. The warranty period on any parts supplied under this contract shall expire at the term of this agreement unless extended in writing by APP. APP disclaims all other warranties & conditions, express, implied or statutory of any nature whatsoever, concerning the services and materials provided in connection with this agreement including fitness for a particular purpose and merchantability.

### Limitation of Liability

APP's liability for any breach, failure, act or omission in connection with or arising from its products,



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their use, performance, sale, distribution, shipment, repair or replacement shall be solely limited to the reasonable cost of repair or replacement of any such product. In no event shall APP be liable in contract, tort, strict liability, negligence or otherwise for any punitive, special, indirect, incidental or consequential damages, including but not limited to damages for lost profits, loss of data, loss of use of data, damage or expense directly or indirectly arising from use of or inability to use the equipment either separately or in combination with any other equipment, or from any other cause whether or not APP has received notice of the possibility or certainty of such damages or losses.

### Default

If Customer fails to make payment under this contract or to perform any of its other obligations or if a bankruptcy or insolvency proceeding is filed by or against Customer or if Customer makes an assignment for the benefit of creditors, APP shall have the right to consider Customer in breach of this agreement. For so long as Customer is in breach of its obligations hereunder, APP is relieved of its obligations to provide any services, and may at its option, provide such services on a labor and material basis at prevailing rates by payment in advance. In addition to all its other rights, APP shall have the right to cancel this agreement if Customer fails to cure such default within ten (10) days of receipt of written notice of such default, in which event Customer shall remain liable to APP for all damages, losses, and expenses resulting to APP from such breach and cancellation, including reasonable attorneys' fees.

### Subsequent/Extra Work

All subsequent or extra work performed by APP, including but not limited to firmware/software upgrades, shall be subject to the terms and conditions of this agreement and this agreement shall take precedence over any prior or subsequent purchase order or other document utilized to obtain such work. Any services other than those defined in the Post-Warranty Service Plan shall be performed at an additional fee.

### Assignment

Customer may not assign its rights or delegate its obligations under this agreement in whole or in part without the prior written consent of APP, which consent shall not be unreasonably withheld.

### Severability

In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect, such unenforceability shall not affect the validity of any other provisions of this agreement and the parties agree to substitute for the invalid provision a valid provision which most closely approximates the economic effect and intent of the invalid provision.

### Applicable Law

This agreement shall be governed by and interpreted under the laws of the State of California. Any action brought to enforce or interpret this Agreement shall be brought in the Superior Court of the State of California and venue is agreed to be San Diego County, California.



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Entire Agreement

This agreement expresses the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreement or negotiation between the parties. There is no understanding, agreement, representation or warranty, expressed or implied, statutory or otherwise, in any way limiting, extending, defining, or relating to the provisions hereof. No agreement altering, modifying, or extending the terms of this agreement shall be valid unless in writing duly signed by the parties or by their duly authorized representatives. The right of APP at any time to require strict performance shall not be affected by any previous waiver or dealing. This agreement shall require the signature of both parties below. Failure to return signed agreement to AMETEK Programmable Power within 30 days of product shipment shall be deemed acceptance by customer.

Accepted:

\_\_\_\_\_ Customer

\_\_\_\_\_ AMETEK Programmable Power

Appendix A

**Post-Warranty Service Plan (for California Instruments branded MX-series, FCS-series and Cabinet systems)**

Customer  
Equipment location

Covered equipment: Modules/subassemblies for \_\_\_\_\_, serial number \_\_\_\_\_

The term of Service as set forth below is \_\_\_\_\_ years, effective and terminating \_\_\_\_\_, consisting of the following:

Telephone technical support between the hours of 7:30am and 4:00pm pacific time, Monday through Friday excluding locally observed holidays. Telephone technical support may be available outside these hours upon prior arrangement and shall be charged at APP's then current labor rate.

Telephone technical support will be provided to customer to isolate the problem and provide instructions to extract the module or sub-assembly to be sent back to CI's San Diego location. CI shall repair Customer's damaged module or sub-assembly, endeavoring to ship the repaired module or sub-assembly within 5 working days of receipt at CI's San Diego location. CI reserves the right to ship a replacement refurbished unit which is functionally equivalent to the Customer's.

Price for above service: \$ \_\_\_\_\_

Onsite service may be available at an additional charge of \$4,500 per event.

