

Time and Material On-Site Service

General Terms and Conditions

Upon receipt of Customer's purchase order for Time and Material On-Site Service, Xerox will furnish service as ordered, subject to the following terms and conditions which shall govern all orders to the exclusion of any additional or different terms appearing in or on any customer order forms.

1. **Service.** Xerox Service refers to remedial (repair) service at the customer's site of purchased Xerox products. The service offered is identified as Time and Material On-Site Service.
2. **Purchase Orders.** Purchase orders/change orders which authorize service must list service being ordered, i.e. equipment and options to be serviced, serial number, site of installation, and invoice address.

The terms and conditions expressed herein shall govern all orders to the exclusion of any additional or different terms on customer's orders(s). Xerox' acknowledgement of customer's order(s) shall not be deemed acceptance of any additional or different terms thereon.

3. **Time and Material Charges.**

Labor. Labor will be charged at a one half-hour minimum and then in 15-minute increments at published prices in effect at the time such services are actually performed. Labor is computed from the job start time to the job stop time as indicated on the service repair record. If Service is performed outside of 8:00AM to 5:00 PM Monday through Friday, the customer will be charged a four-hour minimum at the then current uplifted labor rate.

Travel. Travel will be charged for each on-site service call at the published travel prices in effect at the time such services are actually performed.

Material. Parts and accessories will be charged at current prices.

4. **Invoicing.** Invoices for services performed will be sent to the customer location requesting such services. Invoicing shall be against a purchase order , credit card or a check. All prices shown on the invoice are exclusive of state and local, use, sales, and similar taxes. Such taxes, when applicable, will appear as separate additional items on Xerox invoices and shall be paid by the customer unless a valid exemption certificate is furnished to Xerox for the state of use.
5. **Payments.** The customer agrees to pay all charges and taxes as shown on the invoice within thirty (30) days of the invoice date. Payment shall be sent to the address listed on the invoice.



- 6. Replacement Parts.** In the maintenance of any product, Xerox may use new, or equivalent to new, parts or assemblies for equal or improved quality. All defective parts and assemblies become the property of Xerox. Xerox, at its option, may request the return of these parts.
- 7. Warranty.** Xerox warrants that repair service purchased from Xerox will be performed in a workmanlike manner and that all parts installed in the course of such service will be free from defects in materials and workmanship for a period of three (3) months from the date of service. If any service or replacement part proves defective within the warranty period, Xerox will correct the defective work and replace the defective part without charge for parts and labor.

In order to obtain service under this warranty, customer must notify Xerox of the defect before the expiration of the warranty period and make suitable arrangements for the performance of service. Xerox will provide corrective service at the location where the original service was performed.

Xerox shall not be obligated under this Warranty to:

- repair damage resulting from attempts by personnel other than Xerox representatives to install, repair or service the product unless directed by a Xerox representative;
- repair any damage, malfunction, or degradation of performance resulting from improper use or connection to incompatible equipment or memory;
- provide any application software support or service involving application hardware;
- repair any damage, malfunction, or degradation of performance caused by the use of non-Tektronix/Xerox supplies or consumables, or Tektronix/Xerox supplies not specified for use with the particular product;
- perform user maintenance or cleaning or to repair damage, malfunction, or degradation of performance resulting from failure to perform user maintenance and cleaning as prescribed in published product materials;
- repair damage, malfunction, or degradation of performance resulting from use of the product in an environment not meeting the operating specifications set forth in the user manual;
- repair any accessories; or
- service any product after the limit of its duty cycle has been reached, if applicable

THIS WARRANTY IS GIVEN BY XEROX WITH RESPECT TO ITS REPAIR SERVICE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. XEROX' RESPONSIBILITY TO REPLACE DEFECTIVE PARTS AND CORRECT ITS WORK IS THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO THE CUSTOMER FOR BREACH OF THIS WARRANTY.

- 8. LIMITATION OF LIABILITY.** IN NO EVENT SHALL XEROX BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF SERVICE PROVIDED HEREUNDER, EVEN IF XEROX HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.
- 9. Governing Law.** Purchases hereunder shall be governed by and construed under the laws of the state of New York.
- 10. Entire Agreement.** This document constitutes the entire agreement between Xerox and the customer concerning the subject matter contained herein.

