



## LIMITED SERVICE AGREEMENT

In addition to any manufacturer's limited warranties, R. W. MARTIN & SONS, INC. will make adjustments and repairs necessary to keep Goods in good working order during the first \_\_\_ CALENDAR days after start-up on a no-charge basis. After \_\_\_ days, service labor where requested in connection with the Goods, will be charged at the prevailing rates.

### TERMS AND CONDITIONS

**BASIC SERVICES PROVIDED:** The basic service provided by R.W. Martin & Sons, Inc., "The Company," Kent, Ohio (hereinafter referred to as "Martin"), and which is described herein, covers equipment and machinery products furnished to the original Purchaser by Martin and in-serviced by a Martin representative (hereinafter referred to as "Goods"). Purchaser shall pay for any and all parts or materials installed at Martin's established prices which are not provided through a manufacturer's limited warranty policy. During the "Service Period", Martin shall respond to service requests between the normal business hours of 8:00 A.M. and 5:00 P.M. Monday through Friday, except holidays observed by Martin or the Purchaser. After hours emergency service will be provided at the Purchaser's request. Such service required at periods other than those specified herein shall be charged at the prevailing rate and terms. The service provided during the Service Period is not intended to supplement normal maintenance service, nor shall it be construed to imply that Martin shall provide service, without charge, for periodic examination, lubrication, or adjustment, nor correct without charge, maladjustments, or any other trouble arising from abuse, external forces, loss of electric power, power fluctuation, accident, misuse or negligence, non-Martin service, alteration, improper or inadequate maintenance of the machinery, or the use of components/ supplies not meeting the equipment manufacturer's specifications.

**PROPER INSTALLATION, OPERATION & MAINTENANCE:** This Service Agreement is contingent upon Purchaser properly installing machinery and operating, under normal conditions, as well as, correctly maintaining machinery in strict accordance with the manufacturer's operating and maintenance instructions and recommendations. Machinery and its location must be kept clean and free of debris including the interior of all control panels.

**ACCESS TO PREMISES:** Purchaser grants to Martin and agrees to aid Martin in obtaining necessary access to the Installation Site which shall include free of charge to Martin, close-by vehicle parking, working space, heat, light, compressed air, electrical current and outlets for use by Martin.

**UNCONTROLLABLE CIRCUMSTANCES:** If the performance by Martin of any part of this agreement is prevented, hindered, delayed or otherwise impractical by reason of any flood, riot, fire, strike, explosion, war or any other cause beyond the control of Martin, Martin shall be excused from such performance to the extent that is prevented, hindered or delayed by such causes. Upon the occurrence of any such events, Martin shall use its reasonable efforts to notify Purchaser of the nature and extent of any such condition.

**OBTAINING SERVICE:** All Service Agreement communications should be directed to Martin's "Customer Service Office" 310 Park Avenue, Kent, OH 44240, or call (toll-free) 1.800.635.4363, or fax 330.673.7467. Identify the machine by name and model number, provide serial number and describe defect.

**ADDITIONAL LIMITATIONS OF LIABILITY:** This Limited Service Agreement is not a warranty. It is not intended to create any implied warranties or rights of any kind including any warranties of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. Any such implied warranties are expressly disclaimed. IN NO EVENT SHALL MARTIN BE LIABLE FOR LOSS OF PROFITS, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER ARISING OUT OF WARRANTY, BREACH OF AGREEMENT OR TORT. Purchaser may not assign any rights or obligations under this Agreement without Martin's prior written consent.

**ADDITIONAL LIMITATIONS OF LIABILITY:** This Limited Service Agreement is not a warranty. It is not intended to create any implied warranties or rights of any kind including any warranties of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. Any such implied warranties are expressly disclaimed. IN NO EVENT SHALL MARTIN BE LIABLE FOR LOSS OF PROFITS, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER ARISING OUT OF WARRANTY, BREACH OF AGREEMENT OR TORT. Purchaser may not assign any rights or obligations under this Agreement without Martin's prior written consent.

R. W. Martin & Sons, Inc. | 310 Park Avenue | Kent, OH 44240 | [www.rwmartin.com](http://www.rwmartin.com)

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