

COMPUTER ENVIRONMENT SOLUTIONS
Warranty Agreement

C.E.S. Product

Serial #

OWNED BY

Company Name
Address:

INFORMATION ONLY

LOCATED AT

Company Name
Address:

Computer Environment Solutions (CES) agrees to supply _____ warranty on the CES product listed above under the following terms and conditions:

1. TERM

A. This agreement shall be effective from _____ to _____

2. ELIGIBILITY FOR WARRANTY

A. CES-supplied equipment is eligible for inclusion under this warranty immediately upon date of commissioning, accessories and attachments provided by others but attached to CES-supplied product shall not be covered by this agreement.

B. CES-supplied product not eligible for inclusion under 2-A above shall be subject to inspection by CES to determine if it is in good operating condition. Any repairs or adjustments then deemed necessary by CES shall be made at CES's per call rates and terms then in effect prior to commencement of warranty agreement.

3. CHARGES

A. The original product warranty provided under this Agreement is FREE OF CHARGE. CES also offers a preventative maintenance program during the warranty period. The number of preventative maintenance visits recommended for the above noted equipment is _____ PM's at a yearly cost of _____

B. Charges for remedial service resulting from Customer requested CES performance for reasons other than defects in material or workmanship or normal wear and tear, will be invoiced after completion of the call at CES's rates, terms and expenses then in effect.

C. Payment of such charges is due net 30 days from which the CES invoice is rendered.

D. In addition to the charges due under this Agreement, the Customer agrees to pay or reimburse CES any taxes or charges resulting from this Agreement which are levied by a taxing authority, except for taxes based upon CES's net income.

4. SERVICE RESPONSIBILITIES OF CES

A. CES shall maintain the equipment in good operating condition and furnish on-call maintenance service during normal working hours (8:00 a.m. to 5:00 p.m.) Monday through Friday exclusive of CES observed holidays. CES agrees to supply 24 hour coverage during the normal warranty period. Coverage out of the normal working hours 8:00 a.m. - 5:00 p.m. will be deemed Prime work time, and charged out at CES's then current rate and terms. In fulfillment of the above, CES shall:

Read both sides carefully before signing this Agreement

Computer Environment Solutions

Customer

Signature

By: _____

By: _____
Name, Title

Date _____

Telephone No.

Date

1. PROVIDE UNSCHEDULED ON-CALL REMEDIAL MAINTENANCE WITHIN A REASONABLE TIME FRAME FOLLOWING CUSTOMER NOTIFICATION THAT THE DISTRIBUTION EQUIPMENT IS INOPERATIVE.
2. PROVIDE MAINTENANCE MATERIAL, TOOLS, DOCUMENTATION, DIAGNOSTICS AND TEST EQUIPMENT NECESSARY FOR THE MAINTENANCE SERVICES DESCRIBED HEREIN. SUCH ITEMS AT ALL TIMES TO REMAIN THE EXCLUSIVE PROPERTY OF CES.

B. CES will provide and bear the costs of labour, parts, travel and expenses provided by it under this Agreement for maintaining the specified equipment in good operating condition, when such labour and parts are required because of normal wear and tear or defects in material or workmanship.

C. Maintenance will include replacement of parts deemed necessary by CES. All parts will be furnished on an exchange basis and will be new standard parts or parts of equal quality. Exchanged parts removed from the system become the property of CES.

D. At the end of the warranty period of maintenance service or anytime thereafter if individual item(s) cannot in CES's opinion be properly or economically repaired on site due to excessive wear or deterioration, CES may supply the Customer with a quotation for reconditioning at CES's factory repair location. If the Customer does not elect to have the equipment reconditioned, or if reconditioning is impractical due to equipment age or availability of replacement parts, CES may withdraw such item(s) from this Agreement upon ninety (90) days written notice.

5. SERVICE LIMITATION

A. If maintenance service is requested because of causes other than normal wear and tear, the service will be provided at CES's per call rates and terms then in effect.

B. The following are examples of causes other than normal wear and tear, unauthorized attempts by other than CES personnel to repair product, maintain or modify the equipment; abuse or use of equipment for purposes for which CES products are not intended; operation or storage in an environment not suitable for CES product; deterioration of or damage to decorative finishes including exterior paint; installation of additional cables or accessories; installation of paper products; movement of the CES product to a new location; lightning, fire, flood, insurrection, vandalism or acts of God.

6. RESPONSIBILITIES OF CUSTOMER

A. The customer shall notify CES immediately of equipment failure and allow CES full and free access to the equipment. Waiver of liability or other restrictions shall not be imposed as a site access requirement. Also the Customer will allow CES to use necessary machines, communications facilities, features and other equipment (except as normally supplied by CES) at no charge.

B. Customer's representative shall be on the premises during CES's performance of maintenance services.

C. To facilitate CES's performance of maintenance services, the Customer agrees to provide reasonable facilities such as, but not limited to, secure storage space, a designated work area with adequate heat and light, and access to a local telephone line. These facilities are to be provided upon request and at no charge to CES.

7. MOVEMENT OF EQUIPMENT

A. To permit continuity of service under this Agreement, the Customer shall give CES at least thirty (30) days prior written notice of its intent to move the equipment listed herein. Equipment moved to a new location within the continental Canada shall remain subject to this Agreement at the new location. Equipment moved outside Canada shall not be eligible for continued service under this Agreement.

B. CES shall be under no obligation to furnish continued service under this Agreement if the equipment is moved from its location of initial installation and/or reinstalled without the prior written approval of CES.

8. LIMITATION OF LIABILITY AND WARRANTY

A. CES's liability to the Customer (whether in contract or tort, including negligence or economic loss) for damages of any nature shall not exceed the total price paid for the equipment covered under this Agreement.

B. No action (whether contract or tort, including negligence or economic loss) based upon performance or non-performance under this Agreement may be brought by either party more than eighteen (18) months after the cause of action arises except that an action for non-payment may be brought within eighteen (18) months of the date of the last payment.

C. In no event will CES be liable for any loss of data, loss of profits or any special, indirect or consequential damages.

D. CES DISCLAIMS ALL WARRANTIES, (INCLUDING ALL IMPLIED WARRANTIES) OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. GENERAL

A. If either party neglects or fails to perform any of its obligation under this Agreement, and such failure continues for a period of twenty (20) days after written notice thereof, the other party shall have the right to terminate this Agreement.

B. The terms and conditions of this Agreement prevail over the terms and conditions of any orders submitted by the Customer for maintenance services on equipment covered under this Agreement.

C. This Agreement supersedes all prior agreements and understandings between the parties with respect to any equipment covered under this Agreement, and may not be changed or terminated orally.

D. It is expressly understood that if either party, on occasion, fails to perform any term of this Agreement, and the other party does not enforce that term, the failure to enforce on that occasion shall not prevent enforcement on any other occasion.

E. This Agreement will be governed by the laws of the Province of Alberta.