

EQUIPMENT MAINTENANCE AGREEMENT

This Agreement is entered into by and between **All Barcode Systems, Inc.**, referenced as “**ABS**” and,

BILLING ADDRESS	EQUIPMENT LOCATION
Company Name	Company Name
Address	Address
City/State/Zip Code	City/State/Zip Code
Contact Name	Contact Name
Phone Number FAX Number E Mail Address	Phone Number FAX Number E Mail Address

CHECK or CREDIT CARD MUST ACCOMPANY THIS AGREEMENT

TYPE OF PRINTER/MODEL # & OPTIONS	TYPE OF SERVICE
	<input type="checkbox"/> 1 YEAR Annual On-Site Contract
	<input type="checkbox"/> Installation
	<input type="checkbox"/> Annual Zip Contract
	<input type="checkbox"/> Special Contract

NEW CONTRACT RENEWAL CONTRACT

Contract Number	Serial Number	Amount

In consideration of payment by Customer of the maintenance charges herein, ABS agrees to furnish maintenance service on the equipment stated above subject to the terms and conditions on Page 2 of this Agreement.

The term of this Agreement shall be ANNUAL commencing _____

CUSTOMER _____

All Barcode Systems, INC.

Authorized
By: _____
Signature

By: _____
Signature

Printed Name: _____

Printed Name: _____

PERIOD OF MAINTENANCE SERVICE

The primary maintenance period hereunder is between the hours of 8:00am and 5:00pm, Monday through Friday excluding holidays. Payment of the maintenance charge set forth on the front of this Agreement (the "Maintenance Charge") entitles Customer to maintenance service ("Service") to be performed on the Equipment listed on the front of this Agreement ("the Equipment") during the primary maintenance period during the period of this Agreement or a Zip replacement printer. If customer requests Service to be performed outside the primary maintenance period, such Service will be subject to ABS's standard repair rate terms then in effect, and shall be performed on a manpower availability basis only.

PROVISION OF SERVICE

ABS is legally and financially responsible to provide Service to Customer.

CUSTOMER'S RESPONSIBILITIES

Customer shall provide ABS full and free access to the Equipment to allow Service thereof, and, at no charge, shall allow ABS to use Customer's data communications facilities and equipment as required to facilitate the provision of Service, subject to Customer's industrial security rules.

INSPECTION AND REPAIR

All Equipment is subject to inspection by ABS prior to ABS's acceptance of this Agreement at ABS's sole discretion. Customer shall bear the cost of such inspection which cost is based on ABS's then current standard rates. Such inspection shall be waived on new Equipment (Equipment which has been shipped by ABS less than 90 days prior to the inspection date), which has been installed by ABS or by an authorized ABS Distributor/Reseller. Prior to ABS's acceptance of this Agreement, Customer shall pay all charges necessary for ABS to restore the Equipment to good operating condition, which charges shall be based on ABS's current standard rate then in effect.

OBTAINING SERVICE

If Customer requires Service, Customer shall (i) contact ABS in writing or by telephone at the address or telephone number set forth on the front of this Agreement, (ii) address any correspondence to, or request to speak with, the ABS Customer Service Representative and include or reference the Equipment's name and model number, serial number, "Contract Number" and location of the equipment, (iii) obtain a customer call reference number and dispatch information, (iv) indicate whether Customer will forward the Equipment to ABS or if ABS will have a service representative service the Equipment on-site. On-site Service will not be provided for Equipment located in the Customer's home. Equipment located in the Customer's home can only be returned to ABS for Service. All costs of returning Equipment to ABS for service, including, but not limited to, packing, handling, shipping and insurance, shall be borne by the Customer. All costs of returning the Equipment to Customer after it has been serviced by ABS shall be borne by ABS.

TRANSFERABILITY

This Agreement can be transferred by Customer to another person or entity provided that (i) the Equipment transferred and the serial number on such Equipment remains the same as that listed on the front of this Agreement, (ii) if the Equipment is transferred to a new location, the operating environment of the new location is within the limits set forth in the specifications of such Equipment, (iii) the Equipment remains in the continental U.S. and (iv) customer gives ABS thirty days written notice prior to transferring such Equipment. Customer shall bear all risk, cost and expense incurred in shipping and relocating the Equipment. ABS has the right to inspect any Equipment so relocated, at the sole cost of the customer or transferee of such Equipment. Any Service required as a result of relocation of the Equipment shall not be covered under this Agreement and shall be subject to ABS's standard repair rates and terms then in effect.

RIGHT TO CANCEL

If Customer returns any Equipment to ABS (if permitted by ABS) or Customer submits reasonable proof that the Equipment is lost, stolen or destroyed, ABS will refund the Maintenance Charges paid to ABS for such Equipment, on pro-rated basis, based on the elapsed portion of the term of this Agreement. If all of the Equipment is returned, lost, stolen or destroyed, in addition to the foregoing refund, this Agreement will be cancelled. If Customer cancels this Agreement in writing to ABS within 30 days of the receipt of this Agreement by ABS and has made no claims under this Agreement, ABS will refund the Maintenance Charge paid by Customer to ABS under this Agreement. If Customer cancels this Agreement after 30 days of receipt of this Agreement by ABS or Customer has made a claim under this Agreement, ABS will, on a pro-rated basis based on the elapsed portion of the term of this Agreement, refund the Maintenance Charge paid by Customer to ABS under this Agreement. If Customer cancels this Agreement for any reason, Customer shall pay to ABS the lesser of (i) ten percent of the Maintenance Charge or (ii) twenty-five Dollars.

SERVICE NOT INCLUDED

Service provided hereunder does not include:

- 1) In lieu of paying for a Pre-Contract Inspection for new contracts during the first 30 days, the customer is responsible for any parts, labor **over 3 hours** and a \$150 Trip Charge to bring the printer up to specification.
- 2) Service required as a result of any unauthorized attempt by Customer to repair or maintain the Equipment.
- 3) Service required due to the fault or negligence of Customer.
- 4) Service required as a result of: (i) the use of defective consumables, such as ribbons or drums, (ii) the use of non-ABS approved consumables, (iii) wrong Equipment settings, (iv) cable problems, (v) power cords, or (vi) paper not compatible with printer specifications.
- 5) Service required due to damage caused by: (i) paper clips, (ii) artificial fingernails or other foreign objects (iii) neglect or improper use or misuse of the Equipment by Customer.
- 6) Service required because of damage, which results from failure of electrical power, air conditioning or humidity control, or static electricity problems.
- 7) Electrical work external to the Equipment.
- 8) Furnishing platens, supplies, consumables such as, toner, drums, fuser, ribbons or accessories, painting or refinishing the Equipment or furnishing material therefore, making specification changes or performing services connected with the relocation of the Equipment or adding or removing accessories, attachments or other equipment or devices.
- 9) Service whom is impractical for the ABS service representative to perform because of alterations made to the Equipment or by the Equipment's mechanical or electrical connection to other equipment or devices.
- 10) Systems engineering services and programming and operation procedures of any sort including services and procedures for computer systems or software related problems.

- 11) Any "preventive maintenance" calls. These calls shall be billed at ABS's current standard rates then in effect.
- 12) Customer shall be responsible for the payment of ABS's service time, travel and other costs and expenses in cases where the ABS service representative determines that the Equipment is not in need of Service.

MODIFICATIONS:

The primary method of Service hereunder shall be the exchange and repair of the Equipment's defective parts. Such exchange and repair will be performed only upon standard configuration parts. Equipment modified by Customer shall be serviced hereunder only upon the following basis: Modified parts to be repaired must be restored by Customer to original configuration prior to repair or exchange. Following such repair or exchange, any necessary re-modification of the Equipment shall:

- 1) be the sole responsibility of Customer at Customer's sole cost, or
- 2) Customer shall furnish ABS with such documentation as will enable ABS to perform the needed repair or exchange and Customer shall pay ABS such charges for the additional time and materials that ABS requires to perform such repair or exchange.

INVOICES

The Maintenance Charge will be payable by Customer on the commencement date of this Agreement. All other charges shall be invoiced by ABS and are payable upon Customer's receipt of such invoice. If Customer fails to pay any amount when due, ABS can change interest at the lower of 18 percent per annum or the maximum rate allowed by law. Annual contract rates for laser printer products are based on a page usage count per year (the "Count") as specified in the ABS Contract Service information then in effect. The renewal rate for the Maintenance Charge for such products will be the then current contract rate, plus residual charges for usage over the Count in the previous contract year at the rate of one cent per page over the Count. This Agreement does not include any supply items such as drum cartridges, photoreceptor belts or toner.

WARRANTY ON REPAIRS

Equipment subassembly parts, which are repaired or exchanged pursuant to this Agreement, are warranted against defects in material and workmanship for a period of 30 days following delivery at Customer's Equipment site. ABS will repair or replace, at its sole option, parts, which prove defective during the warranty period. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY

ABS SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING DIRECTLY OR INDIRECTLY OUT OF OR RELATED IN ANY WAY TO THIS AGREEMENT, THE SERVICE PROVIDED HEREUNDER OR THE QUALITY OF PERFORMANCE OR USAGE OF THE EQUIPMENT OR ANY OTHER ITEMS SUPPLIED BY ABS, REGARDLESS OF THE CAUSE OF THE ACTION (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) UPON WHICH ANY CLAIM IS BASED, EVEN IF ABS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. CUSTOMER'S EXCLUSIVE REMEDY AND ABS'S ENTIRE LIABILITY UNDER THIS AGREEMENT AND WITH RESPECT TO THE PROVISION OF SERVICE IS TO REFUND TO CUSTOMER THE MAINTENANCE CHARGE RECEIVED. EITHER PARTY AGAINST THE OTHER, WHETHER IN ARBITRATION, AT LAW OR IN EQUITY, SHALL BRING NO CLAIM DEMAND OR CAUSE OF ACTION, MORE THAN 2 YEARS AFTER THE BASIS FOR SUCH CLAIM DEMAND OR CAUSE OF ACTION HAS ARISEN?

FORCE MAJEURE

ABS shall not be liable for any failure to keep the Equipment in good working order when such failure is due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil or military authority, strikes, labor disputes, floods, epidemics, war, riots, delays in transportation, accidents or the inability to obtain labor or materials.

TAXES

The Maintenance Charge to be paid by Customer to ABS under this Agreement does not include any federal, state, or local taxes, however designated, which may be levied upon the Service or upon any billable parts and components, which may be provided by ABS hereunder. With respect to such taxes, Customer agrees either to furnish ABS with an appropriate exemption certificate applicable thereto or to pay to ABS, upon timely presentation of invoices thereof, such amount, as ABS may by law be required to collect.

GENERAL

- 1) ABS reserves the right to adjust the specified unit annual Maintenance Charge for any Equipment if the specifications, attachments or features of any item of such Equipment are changed after the commencement date of this Agreement.
- 2) Customer represents that Customer is the owner of the Equipment or has obtained the authority of the Equipment's owner to enter into this Agreement.
- 3) Any notice or other communication given hereunder shall be in writing and mailed to the appropriate party at the address shown on this Agreement or to such other address as such party shall designate by written notice so addressed. Any such notice, if mailed properly, addressed and postage prepaid shall be deemed given 4 days after it is deposited in the U.S. mail.
- 4) This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 5) This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
- 6) Customer shall assume all responsibility for compliance with local laws, ordinances, rules or regulations relating to the operation and the use of the Equipment.
- 7) ABS shall have the right to assign any of its rights and delegate any of its duties under this Agreement.
- 8) This Agreement contains all the terms and conditions between Customer and ABS concerning the maintenance of the Equipment and shall not be amended, modified, supplemented or varied by, or interpreted in light of, any prior, contemporaneous or subsequent agreement, written or oral, or any course of dealing, trade usage or, if applicable, any terms or conditions of Customer's purchase order. No amendment, modification or supplement to this Agreement, or waiver hereunder, shall be binding unless it is in writing and signed by both ABS and Customer.
- 9) If any provision of this Agreement is deemed to be invalid or unenforceable, the remainder of this Agreement shall, nevertheless, remain in full force and effect.