



SERVICE CONTRACT TERMS AND CONDITIONS

1. TERM

1.1 This Service Contract (Contract) defines how Printronix LLC (Printronix) will provide service on each piece of Customer equipment covered (individually, service contracts). This Contract shall become effective on the stated service commencement date of the service contract and shall continue until modified in writing by Printronix, the customer or until the final service contract termination date.

1.2 The Customer may terminate the service contract with 90 days prior written notice. If a multi-year service contract is terminated, any refund due will be calculated by prorating the period used using one year rates. A termination fee of \$100 will be charged for each terminated service machine.

1.3 If any invoice issued under this Contract is not paid within 30 days, the service contract will be suspended, and will be canceled if not paid or resolved within 90 days. If any service was performed on equipment during the period the service contract was suspended, it will be billed at the applicable per call rates then in effect. To restart service after it has been canceled, a pre-contract inspection may be required.

2. RENEWALS

2.1 A renewal invoice will be sent before each service contract expiration date. Renewal invoices must be paid prior to the new service commencement date to continue service. If service is not continuous for any reason, a pre-contract inspection may be required prior restarting service.

3. ELIGIBILITY FOR SERVICE CONTRACT

3.1 Equipment must be in operating condition prior to the start date of the service contract, Printronix reserves the right to pre inspect the equipment before issuing a service contract.

4. SERVICE RESPONSIBILITIES

4.1 Printronix will provide services under this Contract sufficient to maintain the equipment in good operating condition. Printronix agrees to respond to service requests as specified in section 5. Printronix customer service dispatch must be notified to initiate a service call using the following toll-free number or Printronix Service Portal:

1 (800) 665-6210 or www.printronix.com/service

4.2 Service will include replacement of parts deemed necessary by Printronix. All parts used to support this Contract will be new or refurbished Printronix Genuine Factory Parts. Replaced parts removed from the system become the property of Printronix. All customer consumable items such as paper, ribbons, thermal printheads, toners, fusers, maintenance kits, etc are excluded from Contract coverage.

4.3 The Printronix Service Performance Guarantee (Guarantee) provides for the replacement of a defective printer subject to the following: (a) Must be a Printronix branded printer that is actively supported (end of support printers are not eligible), (b) the affected printer must be covered by an active Printronix Genuine Service Contract, (c) the affected printer must have been found defective three times within the same calendar year, (d) Printronix must approve the replacement and (e) Customer returns the printer to a Printronix designated location freight prepaid within 30 calendar days of delivery of the replacement, failure to return the defective printer will result in Customer being billed for a new printer at Customer's then current pricing.

5. PERIOD OF SERVICE AVAILABILITY & CHARGES

5.1 This Contract entitles the Customer to on-site service by the close of the next business day during the period of 8:00 AM and 5:00 PM local time, Monday through Friday, except Printronix holidays as listed in section 12, provided that the service call is received by Printronix no later than 3:00 PM Local Time for sites in the U.S. and 11:00 AM Local Time for sites in Canada.

5.2 The Contract pricing does not include customs, import duties, federal, state, municipal, other government excise, sales, use, occupational, or like taxes now in force or hereafter enacted which Printronix is required to collect, except for any tax based on Printronix' net income or for any franchise or other tax imposed on Printronix for the right to conduct business in the customer's location.

5.3 All prices are subject to change on the anniversary date of the Contract. Printronix will notify the Customer in advance of any pending price changes.

5.4 Printronix may determine that equipment must be shipped to its facility for repair. Printronix will pay for the shipment to and from its facility in such cases.

5.5 Printronix may at its sole discretion deem any equipment not repairable and cancel the service contract. The pro-rated balance of the service contract will be refunded to the Customer.

6. EXCLUSIONS

6.1 Service is contingent upon the proper use of all equipment and does not cover equipment which has been modified without Printronix's written approval, or which has been subjected to unusual physical or electrical stress. Printronix shall be under no obligation to furnish service (preventative or remedial) if: (1) adjustment, repair or parts replacement is required because of supplies, operator-caused error, or repeated misuse of equipment; (2) the equipment is maintained or repaired or if attempts to repair or service the equipment are made by other than authorized Printronix personnel without the prior approval of Printronix; (3) the equipment is removed from its location of initial installation and/or reinstalled without the prior approval of Printronix; (4) equipment damage is caused by the use of Non-Printronix Genuine Consumables or spare parts.

6.2 Service does not include damage from acts of war or nature, such as fire, flood, lightning, earthquake, electrical disturbances, etc.

6.3 Service does not include repairs to (1) accessories, paint, covers, cosmetic appearance or refinishing of the equipment or furnishing materials for this purpose (2) electrical work external to the machines or of accessories, alterations, attachments or other devices not furnished originally unless specifically stated in this Contract.

6.4 Service does not include other vendors' equipment or accessories (except as specified in this Contract) attached to or installed in Printronix equipment.

6.5 All repairs (including parts and labor) required by such excluded damage will only be made with the approval of the Customer and will be billable at the applicable per call rates and terms.

6.6 Printronix is not liable for rendering any services that are impractical for Printronix service representatives to perform because of the equipment's connection to other mechanical or electrical devices not furnished by Printronix.

6.7 Printronix is not liable for jamming due to special media such as labels or multi part forms that are determined by Printronix to be of poor quality or outside of specifications for such equipment.

7. ACCESS TO EQUIPMENT

7.1 The customer shall insure that Printronix shall have real-time access to a contact including a valid phone number, email or other contact information at the location of the equipment under contract to assist the technician in performing preliminary problem diagnosis and repair of the equipment.

7.2 The customer shall insure that Printronix or its subcontractors shall have full and free access to the equipment during the on-site service call.

8. MOVEMENT OF EQUIPMENT

8.1 The Customer shall give Printronix at least 30 days prior written notice of its intent to move any covered equipment. Printronix offers the service to dismantle, pack and relocate the equipment. Any damages incurred while relocating the equipment without Printronix support are the customers responsibility. Printronix may charge Customer to move the equipment at the applicable rates, and for all packaging and shipping cost. Equipment moved to a location that is subject to a remote location surcharge will be billed pro-rated for the surcharge. Exceptions to this must be approved by Printronix in advance of the relocation.

9. GENERAL

9.1 The customer agrees that Printronix will not be liable for any special, indirect consequential damages.

9.2 The terms and conditions of this Contract shall prevail notwithstanding any variation from the terms and conditions of any present or future order submitted by the customer for service.

9.3 This Contract supersedes all prior Service Contract Terms & Conditions or understandings between the parties and may not be changed or terminated orally.

9.4 This Contract will be governed by the laws of the State of California.

9.5 For up-to-date service information, terms and conditions, please visit <http://www.printronix.com/>.

10. Printronix HOLIDAYS

New Year's Day	January 1
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Day	December 25

"Next Business Day" service will be provided except for major recognized holidays, a complete list of holidays are available from Printronix in your region. Due to the ongoing Covid Pandemic and supply chain interruptions, Printronix cannot control availability of all labor or replacement parts, and will attempt to do its best to hold NBD SLAs.

180877-000M