## Haas Factory Outlet – Boise

## Five Year Labor Warranty Partnership Agreement

The following Labor Warranty Partnership is agreed to this \_\_\_\_\_ day of \_\_\_\_\_\_ 20\_\_\_\_ between Haas Factory Outlet Boise (hereafter "HFO") with office at 443 West Pennwood St., Meridian, ID 83642 and \_\_\_\_\_\_\_ (hereafter "Customer") with office at \_\_\_\_\_\_. This agreement covers the Haas Model \_\_\_\_\_\_ SN \_\_\_\_\_\_ (hereafter "machine") to be installed on or about \_\_\_\_\_\_ (hereafter, the "anniversary date"). This agreement is for (check one):

\_\_\_\_\_a prepaid contract to cover the machine for 5 years from the anniversary date.

\_\_\_\_\_an annual contract to be renewed annually on the anniversary date for a period of 5 years (total of 4 renewals after the initial warranty period).

This 5 year partnership contains two distinct periods. The first year of the agreement is covered by the manufacturer's standard warranty as detailed in the machine operator's manual. The second period of the agreement begins when the manufacturer warranty ends and continues for the next 4 years. For the length of the agreement beyond the initial warranty period, the parties agree to the following terms:

- 1. For the term in which this agreement is in effect, the HFO will make all necessary repairs to the product with no charge to the customer for labor, travel time, or travel expenses.
- 2. Repairs covered under this agreement will be scheduled during the HFO's normal business hours. If the customer requires that repairs are completed on weekends or holidays, the repair will be billed at the difference between the weekend/holiday rate and the standard billable service rate.
- 3. After the end of the manufacturer's warranty, the customer will be responsible for the cost of repair parts. Parts will be billed separately from this agreement as they are delivered to the customer.
- 4. If the contract is not pre-paid, this agreement will renew annually beginning on the first anniversary date after the completion of the machine installation.
- 5. Renewal payment is due on the anniversary date. If payment is not received within 30 days of this anniversary date, the agreement will be deemed to be terminated and cannot be renewed in arrears.
- 6. The HFO will conduct a PM inspection for the covered machine at the customer facility within 30 days of payment or, if pre payed, within 30 days of the anniversary date.
- 7. The HFO will provide the customer with a summary of the findings from the PM inspection. Upon mutual agreement any needed repairs can be made upon completion of the PM or at a later scheduled time.
- 8. This agreement is not transferrable. If the machine is sold, this agreement is immediately terminated.
- 9. The same warranty limits and exclusions defined in the manufacturer's warranty will also apply to this agreement. Generally speaking this means repairs required for consumable items, misuse, or environmental damage are not covered. (Examples include, but are not limited to, changing filters, repairs due to crash from programming errors, or lightning strikes). In these cases, the repairs will be billed at the HFO's published service rates.
- 10. No provisions of this agreement will remain in effect beyond the 5 year anniversary date.

HFO

Customer

Title