



# Elite Printer Package Full Service Agreement

This printer includes all filters, service 5-year warranty and maintenance.

## 1) Elite Printer Package Details -

- a) This is a full service package and includes the Printer, filters, and parts with a 5 year warranty and full service maintenance for 5 years. All labor is to be performed at the CodeJet factory. This includes 1 filter kit for each 4,000 hours of run time.
- b) This is for the Model C-360 Elite Printer -
- c) This package includes the Printer, a printhead bracket and downloadable User and Technical manuals. Delivery costs, training and other ancillary parts are not included. (These costs can be added to the lease if desired.)
- d) The end user customer is expected to create messages, perform normal cleaning, nozzle alignment, maintain settings, and change the filters each year.
- e) Technical support via the web and phone with factory support is included.
- f) CodeJet will supply to the original purchaser of such equipment, repaired or replacement parts for equipment (including normal wear items) that are found to be defective in material for a period of Five (5) years after delivery to the original purchaser (End User Customer) provided that the original purchaser has not sold the equipment, that the equipment has not been abused, improperly operated, used in any abnormal manner, that the equipment has not been operated more than 4,000 hours (the equivalent of 2 shifts per day in a normal work week in 1 year), used only CodeJet Fluids and CodeJet has been notified in writing during the Five (5) year period of any claim of the original purchaser under this warranty. The period of this warranty, service agreement and the notice period are Five (5) years or 20,000 hours, whichever comes first. All notification and claims under this guaranty shall be made in writing by the original purchaser to CodeJet and the distributor, if any, which sold equipment to the original purchaser.
- g) CodeJet will perform all maintenance at its factory in Fort Worth, Texas.
- h) The shipping party will ship the printer in an approved container to avoid damage from shipping and pay for outbound freight. The printer must be drained of all ink and fluids prior to shipment. CodeJet will pay ground shipping charges to the ship-to location.
- i) **EXCLUSIONS AND LIMITATIONS ON LIABILITY. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, THE PRODUCTS WILL BE DELIVERED AND SOLD BY CODEJET AS IS AND WITHOUT WARRANTY OF ANY KIND, INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR OTHER IMPLIED WARRANTY. CODEJET SHALL NOT, UNDER ANY CIRCUMSTANCES WHATSOEVER, BE LIABLE TO THE DISTRIBUTOR, END USER OR ANY OTHER PARTY FOR (i) LOST PROFITS, (ii) DIMINUTION OF GOODWILL, (iii) ANY PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER WITH RESPECT TO ANY CLAIM HEREUNDER, OR (iv) ANY DAMAGES THAT COULD HAVE BEEN AVOIDED, USING REASONABLE DILIGENCE, BY THE DISTRIBUTOR OR THE END USER. IN ADDITION, CODEJET'S LIABILITY FOR WARRANTY CLAIMS SHALL NOT, IN ANY EVENT, EXCEED THE INVOICE PRICE OF THE PRODUCT CLAIMED DEFECTIVE, AND CODEJET SHALL NOT BE LIABLE FOR DELAYS IN REPLACEMENT OR REPAIR OF PRODUCTS.**

- 2) **FORCE MAJEURE.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
  
- 3) **ARBITRATION.** Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.
  
- 4) **CONFIDENTIALITY.** Both parties acknowledge that during the course of this Agreement, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.
  
- 5) **NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.



- 6) **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
- 7) **AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.
- 8) **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 9) **WAIVER OF AGREEMENT RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- 10) **ATTORNEY'S FEES.** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled.
- 11) **HEADINGS.** Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.
- 12) **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Texas.
- 13) **SIGNATURES.** This Agreement shall be signed by CodeJet and on behalf of the customer by an authorized representative.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: CodeJet International, Inc

Company: