

## **Rapid Copier Service Co. Basic Service Policies, Terms & Conditions**

**Informed Customer:** Our customers have the right to be fully informed in advance of the estimated cost of our services and parts as well as the time it will take to complete the services requested. If after a repair has begun, it is found that additional services or parts are needed to complete the repair, the customer will be contacted for consent before the repair will continue.

**Initial Diagnosis:** To verify a problem all parts of the system necessary to duplicate the problem must accompany equipment to be repaired. We cannot solve problems that can't be verified by our technician. Technician time for diagnostic services is billable. A diagnostic fee is due in advance, at the time service is ordered. The diagnostic fee will be applied against the cost of any repair services rendered.

**Parts We Use:** Any part used to restore the product to good operating condition will be new or a factory authorized equivalent. In the event that such parts are not available, used parts may be used with customer's prior authorization. Replaced parts become our property unless agreed to otherwise in advance with the customer.

**Customer Data Always at Risk:** In repairs of a hard disk or similar data storage device or media, we cannot guaranty the integrity of the data during the repair process. It is the responsibility of the customer to backup data and applications and provide for data security.

**We Aren't Software Pirates:** We will not illegally copy or install any unauthorized copies of software onto any computer.

**We Guaranty Our Work:** We guaranty that the parts installed by us will perform satisfactorily under conditions of normal usage for a period of 90 days after date of repair and/or a certain number of copies produced.

**Rates for Non-Warranty Service:** We charge standard flat fees for our labor on a per piece of equipment diagnosed and repaired plus the cost of parts used and travel. For bench repair of equipment we charge by the minimum hourly rate for the first hour then in 15 minute increments based on the rate of \$75 per hour. For repairs and installations at the customer site there is an additional travel zone charge. For the installation and support of networks the charge is \$139 per hour. Reduced fee annual contracts and money saving pre-paid plans are available for many of our products and services.

**We Expect Payment:** Customers are responsible for paying for services they receive. Diagnostic services are payable in advance. The balance of payment due is to be paid at the time equipment is returned to customer unless prior credit arrangements have been made. Of course, payment for any parts or services covered by the manufacturer are not billed to our customers. *A processing charge will be added to the net invoice if payment is not received within the terms for the invoice that is due.*

**Storage Charges-Lack of Response:** A weekly \$20.00 storage fee will be charged after 14 days if we have not received a response to a request for approval to proceed with repairs.

**Storage Charges-Equipment not picked up:** Serviced/diagnosed equipment not picked up within 30 days of notification that the equipment is ready to be picked up is subject to a weekly \$20.00 storage fee.

**Abandonment:** Serviced/diagnosed equipment not picked up within 30 days of notification is considered abandoned and becomes the property of Rapid Copier Service. Diagnostic charges, service charges, and/or storage fees are still the responsibility of the customer.

**Priority Service:** Service is provided on a priority basis. First priority is for equipment that is down (NOT OPERATIONAL). Rapid Copier Service will work to get your equipment in top working condition as soon as possible.

**Special Orders:** Ordered items not picked up within 10 days of notification are returned to our supplier or released for sale. A 20% restocking fee will be deducted from any deposit, and the remainder returned to the customer. Special orders for parts and/or supplies are not refundable and all sales are final.

### **Maintenance Agreements:**

**1 Renewals** M.A. is non-cancelable by the customer during the period of coverage specified in the agreement. The agreement may be renewed upon mutually agreeable terms and agreements. The agreement will automatically renew unless terminated by R.C.S. or by written 30 day notice from the customer, or non payment for the renewal.

**2 Parts** Worn or damaged parts caused by the normal & proper use of the covered unit will be replaced at no charge with the exception of non-covered items listed in the agreement and parts attached to accessories i.e.: ADF, sorter, finisher, paper deck, duplex, cassettes, receiving trays and covers providing the damage is not caused by misuse, or negligence on the part of the customer, its employees, agents or third parties. Operation panels damaged by excessive force are not covered. **3 Liability** Labor, parts and other expenses incurred by R.C.S. to repair equipment damaged by accident, neglect, misuse, fire, water, electrical inlet, surges, or acts of God, power or telephone facilities or failure thereof, failure to maintain R.C.S. site specifications, failure to perform prescribed maintenance routines, or causes other than ordinary use, and services or repairs requested by the customer to alter or rebuild the equipment are not covered by or included under the agreement, and shall be paid for by the customer at R.C.S. standard rates and prices for parts, labor and travel. R.C.S. will not reimburse for any outside copying charges. **4 Reconditioning, Shop Repairs, Loaners** When in R.C.S. opinion, a shop repair or reconditioning is necessary because normal repair and parts replacement cannot maintain the equipment in satisfactory operating condition, R.C.S. will submit a cost estimate of repairs needed which will be in addition to maintenance charges, R.C.S. is not required to provide a loaner machine for any equipment that is down, removed for shop repairs, reconditioning, or not in operation for any reason. If the customer does not authorize such work, R.C.S. may immediately terminate the agreement with respect to such equipment, and no rebates or refunds will be due to the customer. **5 Limitation** Maintenance service shall not include electrical work external to the equipment maintenance of accessories, attachments, equipment or devices unless specifically included in the agreement. R.C.S. is not responsible for any cost incurred by your office or any party on your behalf for copying due to an inoperative machine for any reason. **6 Supplies** R.C.S. does not except any responsibility for damage caused by defective or improper supplies used in covered equipment or any type of supply spills at, in, or around equipment site. Supply yields are based on 6% image area. Customer is not required to purchase supplies from R.C.S. **7 Customer Default** If customer does not pay R.C.S. any amount due for any future invoices within the terms stated here under, or fails to perform in accordance with terms of this agreement, R.C.S. shall have the right to exercise one or more of the following remedies: A- Cancel the agreement. B- Charge back customer for all previous service calls on a time and material basis. C- Collect from customer all cost and expenses including reasonable attorney's fees which are incurred by R.C.S. D- Collect from the customer a cancellation fee of \$50.00. E- Put on hold all services with no refunds due. F- Reposes equipment and sell for charges due.

**8 Miscellaneous** The agreement may not be changed or amended without prior written approval of an R.C.S. officer and an authorized representative of the customer. Payment is acceptance to all terms and conditions of the agreement. Pre-Paid service calls (PPSC) expire two (2) years from the purchase date or when used up (which ever comes 1<sup>st</sup>) with no refunds for unused PPSC's or Maintenance time or copies. PPSC and Maintenance agreements are not transferable.

**Terms & Conditions:** Payment is due upon completion of service, or delivery of product unless other arrangements have been made. RCS reserves the right to take possession of equipment for non-payment of any invoices related to said equipment for balance due. If action is necessary, collection, legal fees, court cost and all associated cost incurred, will become due and payable in addition to the accumulated outstanding balance. All sales are final. There is a \$50.00 charge for any check returned unpaid for any reason.

THERE ARE NO OTHER WARRANTIES, WHICH EXTEND BEYOND THE DESCRIPTION HEREIN. ALLOTHER WARRANTIES, EXPRESSED OR IMPLIED, ARE EXCLUDED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE.