

## TERMS & CONDITIONS

1. The parties herein agree that Vancelectric, LLC, hereinafter known as Vancelectric shall provide generator maintenance to client at the location of client's generator. All generator maintenance shall be performed during Vancelectric's regular business hours of 7:00AM to 3:00PM.
2. The parties shall select the month that their maintenance shall be performed by Vancelectric. Vancelectric is open to suggestions by the client as to specific dates and times that the client has suggested, however specific dates and times are not guaranteed however Vancelectric shall make a good faith effort to accommodate the client.
3. There is an additional cost in addition to the maintenance fee set forth in this agreement for repairs, replacement parts and any additional labor performed in the execution of the manufacturer's warranty. Generator maintenance service shall be performed according to the factory service schedule for the make and model of client's model. As Vancelectric 's technician is performing his regular maintenance if he determines that any necessary repairs or part replacement are necessary, it shall promptly be brought to client's attention. Repair costs shall be determined from Vancelectric 's standard labor rates.
4. All service calls not covered by the manufacturer's warranty shall incur a standard trip fee of \$150, In addition to the trip fee, an hourly fee of \$125.00 per hour shall be charged. Trip fees are non-refundable regardless of the outcome of the visit. Trip fees for repairs determined to be covered under warranty shall not be charged to the client. Trip fees to the client shall be waived if repairs to the unit are able to be completed while technician is on site performing maintenance service.
5. All maintenance parts and material (excluding oil consumption) under this maintenance contract shall be warranted for a period of 90 days.
6. Maintenance, service, and warranty work shall be performed during regular business hours, Monday through Friday, 7:00 am to 3:00 pm, excluding holidays. In the event of an emergency service, after hours charges will apply and must be arranged prior to and agreed upon in advance. Maintenance, service, and warranty work can only be done while the unit is not running and is under utility power. Failure to be present or provide access to the premises and equipment, including the indoor automatic transfer switch, may result in additional charges.
7. The parties hereby agree that Vancelectric shall not be liable for any injury that results from inherent defects in the buyer's equipment or operation, or from any delay or failure in performing service or maintenance due wholly or partially to circumstances beyond technician's control (i.e. fires, material shortages, labor interruptions, government regulations, weather, acts of God, etc.).
8. Should client's equipment sometime in the future during the time period covered by this service agreement fail to provide standby power at no fault of Vancelectric, client is hereby assuming all risk of loss to any persons or property on the premises of client.
9. This agreement contains the entire understanding between Vancelectric and the client. Any modification, amendments, or changes must be made in writing and signed by both parties.
10. Any maintenance, services, or warranty work performed by anyone other than an employee of Vancelectric will void all warranties implied or expressed by Vancelectric.
11. Client agrees to pay for all costs of collection, attorney fees, and court costs if this agreement or issues related to this agreement are litigated. and on any uncollected balances there shall be a monthly service fee of \$20.00 per billing.
12. Refund considered on case-by-case basis, A valid reason must be given such as Equipment removal, Homeowner death and ...If client terminates this agreement before its expiration for any reason other than the afforested there shall be no refunds.
13. Repair service shall be billed to the client, and payment is expected upon completion. If the client chooses the 3-year option, the agreement shall commence from the date this agreement is signed to the same date 3 years later. The parties agree that this agreement shall not automatically renew and that the prices for future agreements for maintenance service shall be determined at that time.