## **EQUIPMENT SERVICE TERMS & CONDITIONS**

## **SERVICE AT PANNIER**

THE FOLLOWING TERMS AND CONDITIONS APPLY REGARDING EQUIPMENT SENT TO PANNIER FOR SERVICE NOT COVERED BY A WARRANTY

- 1. Prior to sending equipment to Pannier, Customer shall obtain from Pannier (412.323.4900 or sales@pannier.com) a return authorization number.
- 2. Customer shall have equipment shipped postage pre-paid to:

Pannier Corporation 1130 Old Butler Plank Road Glenshaw, PA 15116 USA

- 3. Customer shall include with the shipment:
  - A description of requested service work.
  - A purchase order agreeing to pay Pannier, in accordance with Pannier's prevailing service rates, to evaluate equipment as necessary to determine cost of labor and materials to repair and/or service equipment.
- 4. Pannier shall provide the customer with a quotation for the total cost of the service, labor and materials, if required. Equipment dismantled for inspection will remain dismantled pending the customer's decision on whether to proceed with the service.
- 5. If the customer accepts the quotation, the customer shall issue either another purchase order or a change order reflecting the total cost of the quoted service.
- 6. Pannier will perform services so that the equipment is in good working order.
- 7. If the customer does not accept the quotation and elects not to proceed with the service, the customer shall advise Pannier of the disposition of the equipment:
  - Return equipment in disassembled state.
  - Return equipment reassembled; customer shall pay for reassembly at prevailing service rates.
  - Scrap equipment and do not return to customer.
- 8. Equipment storage fees may apply if purchase order or customer's decision on disposition of equipment is not received 30 days after issue of service quotation.
- 9. All serviced equipment must be shipped for return within 30 days of service or storage fees may apply.
- 10. All return shipments shall be on a collect basis or if agreed to, on a prepaid and add basis.

(CONTINUED)

## SERVICE ON SITE

THE FOLLOWING TERMS AND CONDITIONS APPLY IF CUSTOMER REQUIRES SERVICE ON SITE TO EQUIPMENT NOT COVERED BY A WARRANTY

- 1. Customer shall provide Pannier (412.323.4900 or sales@pannier.com) with a purchase order number for field service agreeing to pay Pannier, in accordance with Pannier's prevailing service rates, for:
  - Travel and on site time as necessary to evaluate and/or service equipment.
  - Actual travel and living expenses.
  - Materials as necessary.
- 2. After evaluation of equipment, Pannier will provide customer with a quotation for the total cost of the service, labor and materials, if required. In certain circumstances, Pannier may be able to provide a quotation based on information received from the customer in advance of a field service trip. Such a quotation is dependant on the accuracy of the information received and is subject to change if Pannier's evaluation of equipment determines other or additional service is required.
- 3. If customer requests Pannier to perform the quoted service on site, if necessary, the customer shall issue either another purchase order or a change order reflecting the total cost of the quoted service.
- 4. If the necessary materials are not then available, Pannier will notify customer when they are available, at which time Pannier and customer will schedule a follow-up service trip for completion of the service.
- 5. Pannier will perform services so that the equipment is in good working order.

In no event shall PANNIER be liable for any special, indirect, incidental or consequential damages arising from or caused by use of product sold or service preformed by PANNIER.

## WARRANTY FOR REPAIRED OR REPLACEMENT PRODUCT (OUT OF WARRANTY)

Pannier, for a period of thirty (30) days, warrants that its standard products repaired or replaced shall be free from defects in workmanship or material under normal use and service.

THE ENTIRE WARRANTY IS STATED ABOVE. THERE IS NO OTHER WARRANTY, EXPRESS OR IMPLIED, MADE BY PANNIER WITH RESPECT TO PRODUCTS AND SERVICES, AND PANNIER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.