

TERMS AND CONDITIONS

AUTHORIZATION

I/we (buyer) authorize Ever-Pac (seller), to perform the repair work described on the front of this form, including all service, parts, and miscellaneous materials necessary to complete the described work. Buyer agrees to an express service loan on the unit/vehicle and authorizes Seller to retain possession of the unit/vehicle until all amounts due for the bill are paid for in full. Buyer grants permission to Seller, its employees and representatives to operate the unit/vehicle as necessary for testing and inspection. Buyer will not hold Seller responsible for damage to or loss of the unit/vehicle, or articles left in the unit/vehicle in case of fire, theft, accident or other causes beyond Seller's control.

Buyer agrees to a minimum storage charge of fifty dollars (\$50.00) per day in the event that Buyer does not pay the bill and pick-up the unit/vehicle within 48 hours after notification of work completion.

If it becomes necessary for Seller to hire an attorney or incur cost to collect on this bill, Buyer agrees to pay all costs and reasonable attorney's fees arising there from.

LIMITED WARRANTY

Warranty as followed:

6 months on CAT parts purchased
90 days on labor performed
90 days on Exchange components purchased

This warranty will not cover in the case of evidence of neglect, abuse, or unauthorized alteration. All warranty is subject to inspection at a Ever-Pac facility. Any labor warranty must be performed by someone authorized by Ever-Pac. All warranty is exclusive of transportation costs. Warranty is effective from the date of sale.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

All remedies under this warranty are expressly limited to replacing parts or making repairs as specified above during the warranty period. Claims for loss arising out of any failure of the repaired equipment to operate for the warranty period or loss arising from expenses incurred due to or in connection with the failure of the repaired equipment, including any and all claims for direct or consequential damages are expressly excluded.

INDEMNIFICATION

The Buyer will indemnify and hold Seller harmless from and against any loss, expense, damages, or claims whatsoever for property damage or injury to or death of the undersigned, its agents, employees, Buyer employees, or third persons while Seller performs service at Buyer's premises and during Buyer's ownership, lease, rent, or control of the equipment unless caused solely by Seller's active negligence.

AGREEMENT

Any terms and provisions of Buyer's orders which are inconsistent with the terms and provisions hereof are rejected and will not be binding on Seller nor considered applicable to this repair authorization.