

**MAGNUM
REPAIR SERVICES
TERMS & CONDITIONS**

1. **Repair Services.** Customer hereby authorizes MAGNUM to perform all services (including repair, replacement and/or addition of all necessary or requested materials and components)("Repair Services") necessary or desirable to repair the items (each a "Repair Item") listed above. MAGNUM shall use reasonable efforts to repair all Repair Items per the terms of this Repair Order, but does not guarantee its ability to successfully repair any Repair Item.
2. **Evaluation Charge.** Customer acknowledges and agrees that each Repair Item shall be subject to a \$75.00 evaluation fee. This fee will apply to repair costs if Customer elects to proceed with any repair. There will be no refund if customer chooses not to have repair done at MAGNUM or if equipment is deemed unrepairable.
3. **Repair Services Charges.** Unless otherwise specifically noted above (a) all amounts indicated for Repair Service charges are estimates, and (b) all charges for Repair Services shall be performed by MAGNUM on a time and materials basis at MAGNUM's standard or quoted rates and charges. A copy of MAGNUM's standard rates and charges are attached hereto, or will otherwise be provided to Customer upon request. Charges for Repair Service are due and payable whether or not MAGNUM is able to repair the Repair Item in question. All travel time is billed at standard rates, portal to portal. Except for field site repairs, all repairs are provided FOB MAGNUM's facility. Shipping and handling will be at additional cost and billed to Customer. All completion dates are estimates. Absent agreed payment credit term terms, all Repair Service charges are due at or prior to delivery of relevant Repair Items.
4. **Risk of Loss.** All Repair Items left in MAGNUM's custody or control are left at Customer's sole risk. MAGNUM shall not be responsible for any loss or damage to or destruction of any Repair Items left in its custody or control, including as a result of theft, fire or other casualty, except to the extent resulting from MAGNUM's willful misconduct.
5. **Field Site Repair Services.** If Repair Services are performed at a location other than MAGNUM's facility ("Field Location"), the following terms and conditions shall apply:
 - a. Customer shall insure that the Field Location is safe and secure. Customer shall bear all risk of loss, damage and injury to MAGNUM machinery, equipment, materials and personnel at the Field Location.
 - b. Customer shall insure that MAGNUM personnel have, at all relevant times, full and proper access to all areas of the Field Location necessary in order to perform Repair Services.
6. **Payment Terms.** Customer agrees to pay charges for all amounts due under this Repair Order, including without limitation charges for Repair Services (including without limitation all installed materials and components), evaluation charges, travel charges, storage charges and shipping and handling charges)(collectively "Charges") in accordance with terms and conditions set forth in this Repair Order. If Customer fails to pay in accordance with those terms and conditions, or if any payment is returned, (1) Customer shall be responsible for interest on outstanding overdue amounts at the rate of 1 1/2% per month or, if less, the maximum rate permitted by law, (2) Customer shall be responsible for all costs of collection, including reasonable attorneys' fees and court costs, and (3) MAGNUM shall be entitled to retain possession of all Customer Repair Items submitted under this or any other Repair Order.
7. **Unclaimed Items.** Customer agrees to claim and pay all Charges for all Repair Items within thirty (30) days of the date Repair Services have been completed (or Customer declines repair). Repair Items which remain in MAGNUM's possession, because they have not been claimed or paid for, for more than thirty (30) days after Repair Services are completed (or declined by Customer) shall immediately be subject to storage charges of \$25.00 per whole or partial month, per Repair Item. Customer hereby acknowledges receipt of the following notice. These items are receipted pursuant to the provisions of sections thirty-one B and thirty-one F of chapter two hundred and fifty-five of the General Laws and must be claimed within one year of such receipt or such items may then be subject to sale. MAGNUM's rights pursuant to the above notice and statutes shall be in addition to any and all rights it may otherwise have under this Repair Order and under relevant law.
8. **Security.** If Customer fails to (a) claim any Repair Item within 30 days of the date Repair Services are completed (or declined by Customer), (b) pay for Repair Services within 30 days of agreed terms, Customer shall be deemed in default of the terms of this Repair Order. To secure Customer's prompt payment and performance of all of its obligations under this Repair Order (including without limitation Customer's obligation to pay for Charges), Customer hereby grants to MAGNUM a lien and security interest on all Repair Items submitted under this and any other Repair Order, and on all proceeds and products thereof, such lien and security interest to be perfected by MAGNUM's possession of such Repair Items. MAGNUM shall have all rights of a secured creditor under the Massachusetts Uniform Commercial code, which rights shall be in addition to MAGNUM's rights referenced in Section 7 above.
9. **Warranty.** MAGNUM warrants services it performs for a period of 60 days from date of completion. MAGNUM does not warrant services performed by third parties, including manufacturers, or any materials or components installed or replaced as part of the Repair Services. MAGNUM hereby assigns all warranties of relevant service, material and component providers and manufacturers to Customer. To the extent any of MAGNUM's services are other than as warranted, MAGNUM's sole obligation shall be, at its sole discretion, to perform those services so that they are as warranted (with all additional component or material costs to be at Customer's expense) or to refund or credit any charges for those services. The foregoing shall be Customer's sole and exclusive remedy for any breach of the foregoing warranty. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 9, ALL REPAIR SERVICES (INCLUDING WITHOUT LIMITATION ALL INSTALLED MATERIALS AND COMPONENTS) ARE PROVIDED AS IS WHERE IS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. MAGNUM SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES SHALL BE NULL AND VOID AND SHALL NOT APPLY TO ANY ITEM THAT HAS BEEN SUBJECT TO CASUALTY DAMAGE, IMPROPER CONDITIONS, MISUSE, ABUSE, IMPROPER USE OR NEGLIGENCE.
10. **Limitation of Damages.** In no event shall MAGNUM be liable for damages hereunder in excess of the Charges. In no event shall MAGNUM be liable for incidental, special, consequential or punitive damages.
11. **General.** All notices to Customer may be provided verbally, electronically, by fax or in writing, and shall be deemed properly given when transmitted to Customer to the relevant contact telephone, email, fax and/or mailing address set forth in this Repair Order, or the last known contact information in MAGNUM's or appropriate public records. No amendment, modification, waiver or termination of any term or condition hereof shall be effective unless in writing and signed by an authorized MAGNUM officer. This Repair Order shall be governed by the laws of the Commonwealth of Massachusetts, and all disputes relating hereto shall be heard in the state or federal courts located there. No waiver by MAGNUM of any right on any one occasion shall constitute a waiver on any other occasion. The unenforceability of any provision of this agreement shall not affect the other terms and provisions hereof, which shall remain in full force and effect. This agreement contains the entire agreement of the parties and supersedes and integrates all prior agreements, representations, warranties or covenants, written or oral. Captions are for convenience of reference and shall not be used in interpreting this agreement.

Company: _____

Signature: _____

Name (Print): _____

Date: _____