



## GERBER SOLARA™ ion **Guardian Plan Application**

**1**  I hereby request Gerber Scientific Products to enroll my Product in the GERBER SOLARA™ ion Guardian Plan and agree to its terms and conditions.

**2** Please enter system serial number in the space provided. For current pricing, please call Gerber or visit [www.gspinc.com](http://www.gspinc.com). Your pricing will be that which is in effect as of this application's postage date, if returned to Gerber by mail, or as of the date Gerber receives the application, if by facsimile.

GERBER SOLARA™ ion Serial No : \_\_\_\_\_

**Date system installed at your site** \_\_\_\_\_

**3** How many years do you wish to purchase  One  Two\*  Three\*  Four\*  Five\*  
 (\* Note: **multi year** plans are only available when the system is within the 12-month **factory** warranty period)

The undersigned, having read and understood the Gerber Solara ion Guardian Plan, submits this signed enrollment application. Gerber will send written confirmation of acceptance to the undersigned, and this Plan will then constitute the entire agreement between the parties. To assure prompt customer support services, this application must be completely filled out and include proper payment (Please add applicable state sales tax).

**4** Company Name: \_\_\_\_\_ Owner/Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 City, State, ZIP: \_\_\_\_\_ Fax: \_\_\_\_\_  
**Please provide your Email address:** \_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_  
**Signature (Required)**

<b>5</b>	<b>Indicate Payment Method</b>	Check <input type="checkbox"/>	M/C <input type="checkbox"/>	Visa <input type="checkbox"/>	AmEx <input type="checkbox"/>	<b>Distributor Purchase Order:</b>	<input type="checkbox"/>	<b>(Submitted by Distributor only)</b>
	<b>Credit Card information:</b>	Card Number: _____			Security Code _____		Exp. Date _____	
	Card Holder name: _____							

The cardholder hereby acknowledges that GSP is authorized to charge the listed credit card account for fees and other amounts required hereunder.

<b>Indicate Payment Schedule:</b>	<b>Monthly Billing ion<sup>x</sup> (\$666.25/month)</b>	<input type="checkbox"/>	<b>Annual Billing ion<sup>x</sup> (\$7,995.00/yr)</b>	<input type="checkbox"/>
	<b>ion<sup>v</sup> (\$499.58/month)</b>	<input type="checkbox"/>	<b>ion<sup>v</sup> (\$5,995.00/yr)</b>	<input type="checkbox"/>

\*\* Monthly billing will require the first two (2) months to be applied with initial invoicing, with the balance of the first year's contract amortized over the following 10 months.

**Mail back to:** Gerber Scientific Products, 24 Industrial Park Road West, Tolland, CT 06084. Attention: Gerber Service. **OR**, If paying by credit card, application can be faxed to Gerber Service at: 860-871-3862. **Questions? Call 1-800-828-5406.**

<b>FOR DISTRIBUTOR USE ONLY:</b>		
Distributor:	Branch:	Distributor P.O.#
<b>FOR GERBER USE ONLY: DO NOT WRITE IN THIS AREA</b>		
Payment:	Credit Card Authorization #:	Batch #:
Payment Amount Received:	Date Received:	Taxes, If Applic:
Under Warranty? Yes <input type="checkbox"/> No <input type="checkbox"/>	Warranty Expires:	
Under Plan? Yes <input type="checkbox"/> No <input type="checkbox"/>	Coverage Start Date:	Coverage End Date:
Is Service Plan: <input type="checkbox"/> New <input type="checkbox"/> Renewal	SAP ID#:	Equipment ID#:
<b>Service Plan #</b>		

# GERBER SOLARA™ ion Guardian Plan Terms and Conditions

## 1. What is Covered

- a) **Onsite Labor and Parts:** Except as set forth in Section 2 below, all spare parts and labor necessary to repair the Covered Equipment so that it performs in all material respects according to published specifications, including the costs associated with shipping such parts from Gerber, are included.
- b) **Printhead Replacement:** Entitles Gerber Guardian Plan holder to a \$1,000 discount off of the printhead list price when replacing printheads due to normal wear and tear. This discount also applies to printhead replacement due to "head strikes".
- c) **Lamp Replacement.**
- d) **Technical Support:** Priority Gerber Service phone support.
- e) **GerberNet:** Access to the GerberNet on-line technical library.

## 2. What is Not Covered

- a) The following are not included: (i) consumables, (ii) standard maintenance items, (iii) spare parts or services for options and accessories. "Consumables" and "standard maintenance items" include, but are not limited to, light shields, waste ink tray, head maintenance plate, inkjet delivery system components, covers, table vacuum motors, table surfaces, and stands.
- b) Failure of equipment caused by the use of unauthorized substrates, inks or dyes, unauthorized repairs, neglect, misuse or mishandling, or other damage by fire, casualty, third parties, etc.
- c) Loss or damage to recording media or software, loss of data, or loss of materials resulting from machine malfunction.

## 3. Equipment Eligible for Coverage

- a) **In Warranty / contract:** Any equipment that is currently covered by a standard Gerber warranty or service plan.
- b) **Out of Warranty equipment:** Any equipment that is out of warranty or out of contract is subject to a qualified inspection at Gerber's then current onsite service fees; Service Partner will be responsible for any parts necessary to restore equipment to Gerber's standard configuration and operating standards.
- c) **Covered Area Limitations:** All equipment must be installed and in operating condition within the United States (additional charges may apply for equipment located in Alaska, Hawaii, and Puerto Rico).

## 4. If Covered Equipment Needs Service

- a) Customer will call Gerber at the number listed on the front page.
- b) Gerber and Customer will attempt to determine the cause of the problem over the phone.
- c) If Gerber determines that spare parts are needed, Gerber will endeavor to ship new or refurbished parts the next business day, freight pre-paid.
- d) If Customer is not able to repair the Equipment, Customer will advise Gerber by telephone and if Gerber is unable to resolve any problems, Gerber will schedule an on-site visit. Gerber will make every reasonable effort to make the on-site visit within one business day of the failed customer repair, subject to technician and parts availability.

## 5. Coverage Period

Coverage begins upon expiration of any existing coverage and will continue for twelve (12) months. All amounts due shall accompany the signed agreement. For equipment that is not under warranty or service contract by Gerber, coverage will begin upon the completion of a qualifying inspection and all necessary repairs (see section 3b, above) and receipt of full payment for the coverage period and applicable fees.

**6. Expiration of Coverage**

This agreement shall remain in effect until the conclusion of a thirty (30) day period commencing upon the date either party receives written notice of termination from the other party.

**7. Contract Cancellation**

This agreement is not subject to cancellation during the coverage period except for default by Gerber or customer under the terms hereof.

**8. Transferring Coverage**

Subject to Section 3c above (Covered Area Limitations), if customer sells the Covered Equipment during the term of this plan, this agreement may be assigned to the new owner for the remaining term of the contract provided Gerber is notified of such assignment in writing by buyer and seller. The transfer of this contract extends only to the Covered Equipment and may not be transferred to any other product.

**9. Governing Law / Warranty Disclaimer**

This plan is governed by the laws of Connecticut, and the Connecticut courts shall have the exclusive jurisdiction relating to disputes between the parties. Except for obligations to make payments hereunder, neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations on account of any cause which reasonably is beyond its control. Replacements are on an exchange basis with new or like-new products or components. Gerber may subcontract any work to be performed hereunder and may assign this plan.

GERBER SCIENTIFIC INTERNATIONAL, INC. (OF WHICH GERBER SCIENTIFIC PRODUCTS IS A DIVISION) DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, WITH RESPECT TO THE PRODUCT AND PARTS AND SERVICES CONTEMPLATED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**10. Limitation of Damages**

IN NO EVENT SHALL GERBER BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR LOSS OF DATA) ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF GERBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.