

Gerber Service Partner Plan Service Plan Application

EQUIPMENT INFORMATION:

Please indicate the equipment to be covered, along with system serial number(s) and installation date(s). For current pricing, please call Gerber or visit www.gerberetechnology.com/signage. Price charged 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.

| System | Serial Number | Date of Installation |
|---|---------------|----------------------|
| <input type="checkbox"/> Gerber EDGE FX printer | | |
| <input type="checkbox"/> Gerber EDGE FX printer bundled with an enVision 375, GSx ^{plus} , or GS15 ^{plus} plotter | | |
| <input type="checkbox"/> enVision 375, enVision 750, GSx ^{plus} , GS15 ^{plus} or GS750 ^{plus} plotter | | |
| <input type="checkbox"/> Sabre 404 router | | |
| <input type="checkbox"/> Sabre 408 router | | |

How many years of coverage 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.)

CUSTOMER INFORMATION ("Service Partner"):

| | |
|-------------------------|---------------------|
| Company Name: _____ | Contact Name: _____ |
| Address: _____ | Phone: _____ |
| City, State, ZIP: _____ | Email: _____ |

The undersigned, having read and understood the Gerber Service Partners 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.)

Required Signature: _____

PAYMENT BY CUSTOMER:

Check Enclosed

OR Credit Card Card Holder Name: _____ Exp. Date: _____

M/C VISA AmEx Card Number: _____ Sec. Code: _____

The cardholder hereby authorizes Gerber to charge the listed credit card account for fees and other amounts required hereunder.

Mail to: Gerber Technology, 24 Industrial Park Road West, Tolland, CT 06084. Attention: Gerber Service.

OR, Credit card applications can be faxed to Gerber Service at 860-871-3862 **Questions? Call 1-800-828-5406.**

PAYMENT BY DISTRIBUTOR:

| | | |
|--------------|---------|-------------------|
| Distributor: | Branch: | Distributor P.O.# |
|--------------|---------|-------------------|

FOR GERBER USE ONLY:
DO NOT WRITE IN THIS AREA

| | | |
|--|------------------------------|-----------------------|
| Payment: | Credit Card Authorization #: | Batch #: |
| Payment Amount Received: | Date Received: | Taxes, If Applicable: |
| Under Warranty? <input type="checkbox"/> Yes <input type="checkbox"/> No | Warranty Expires: | |
| Under Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No | Coverage Start Date: | Coverage End Date: |
| Is Service Plan: <input type="checkbox"/> New <input type="checkbox"/> Renewal | SAP ID#: | Equipment ID#: |

Service Plan # _____

Gerber Service Partners Plan

Terms and Conditions

1. What is Covered

- a) **Factory Labor and Parts:** Except as set forth in Section 2 below, all spare parts and factory labor necessary to repair the Covered Equipment so that it performs in all material respects according to published specifications, are included.

Replacement of any printhead covered by this plan is limited to one replacement per contract year.

- b) **Technical Support:** Priority Gerber Service phone support.
- c) **GerberNet:** Access to the GerberNet on-line technical library.
- d) **Onsite Labor:** Available at a 50% discount off then current labor rates.

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, (iv) thermal printheads in excess of the one covered by this plan are considered standard maintenance items (as identified in your user manual), and (v) shipping and handling fees. "Consumables" include, but are not limited to, knife blades, pens, bits, and other items traditionally viewed within the industry as consumable items. "Standard maintenance items" include, but are not limited to, plotter cutting mats, tool holders, covers, vinyl squeegees, router motors and spindles, table surfaces and slats, mist coolant storage or delivery systems, chip removal systems, machine casters, stands and view windows.
- 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 used within the United States (including Alaska and Hawaii).

4. If Covered Equipment Needs Service

- a) Service Partner will call Gerber at the number listed on the front page.
- b) Gerber and Service Partner will attempt to determine the cause of the problem over the phone.
- c) If Gerber determines that spare parts are needed, Gerber will ship new or refurbished parts at Service Partner's expense.
- d) If Service Partner is not able to repair the Equipment, Service Partner will advise Gerber by telephone and if Gerber is unable to resolve any problems, Service Partner will have the option of either (i) returning the Covered Equipment to Gerber for repair or (ii) paying Gerber's then current labor rates for repair by an on-site service engineer.

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 Service Partner under the terms hereof.

8. Transferring Coverage

Subject to Section 3c above (Covered Area Limitations), if Service Partner 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 TECHNOLOGY LLC 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.