

TERMS AND CONDITIONS

Please note: This agreement is for planned preventive maintenance only and not an all-inclusive service contract.

- **All service calls not covered by the manufactures warranty shall incur a standard trip charge of \$130.00 less 10%. The trip fee is for travel to the customer's location and includes ½ hour of diagnostic fees. Trip fees are non-refundable regardless of the outcome of the visit. Trip fees for repairs determined to be covered under warranty will not be charged to the customer.**
- **All maintenance parts & material (excluding oil consumption) under the maintenance contract shall be warranted for a period of 90 days from the date of maintenance.**
- **This agreement does not include any parts or labor other than those used for the preventive maintenance, and does not include any expenses to repair damage caused by abuse, neglect, accident, theft, acts of a third party, forces of nature, animals / wildlife, alteration of equipment, or improper operation. This agreement is based on a yearly standard run time, not to exceed 100 running hours. Generators which exceed this run time need additional oil changes and maintenance. Additional services for repairs, parts, and maintenance will be made only after authorization is provided by the Owner (except as specified above), and will be performed at Weisman's labor rate, unless under manufactures warranty.**
- **There are no warrantees of any kind made or authorized by Weisman, expressed or implied, including without limitation the implied warrantees of merchantability and fitness for a particular purpose, and all other obligations or liabilities, including liability for incidental and consequential damage.**
- **We do not schedule our inspections in advance; Inspections are Monday thru Friday, 7am to 3:30pm, please call the office in advance if you would like to be home when the inspection is performed.**
- **This agreement does not cover liability for injury resulting from inherent defects in the buyer's equipment or operation, or from any delay or failure in performing service or maintenance due wholly or partially to circumstances beyond our technicians control such as fires, material shortage, labor interruptions, government regulations, weather, acts of God, etc.**
- **The customer shall assume all risk of loss or damage to equipment, property and life caused by the equipment's failure to provide standby power.**
- **Any maintenance, service or warranty work performed by anyone other than a Weisman Electric Company employee will void all warranties implied or expressed by Weisman Electric Company.**
- **All electrical and mechanical equipment associated with the generator is solely the responsibility of the customer.**
- **The above prices, specifications and conditions are satisfactory and are hereby accepted. Weisman Electric Company is authorized to do the work as specified with payments to be made as outlined above. Customer agrees to pay all reasonable attorneys' fees and court cost required for collection of this contract. Weisman Electric Company reserves the right to withdraw this contract at anytime, prior to starting the project.**