

I. OPERATING POLICIES

- Phone Response:** Bev Pro Services, LLC (BPS) Voice Mail System automatically pages the on-call service technician who will respond to service call via telephone within 2 hours. The service technician's first priority will be to troubleshoot the problem over the phone to determine whether on-site service is necessary. Phone response will be between the hours of 6:00 am and 11:00 p.m.
- On-Site Response:** BPS will perform on-site service during normal business hours. All Emergency, after-hours service calls will be billed at the rates listed below. All warranty related service calls are not determined until the technician arrives onsite.
- BPS does not guarantee; however, it will try to accommodate service requests within the parameters set forth above.**
- Normal Business Hours:** Between the hours of 8:00 a.m. - 4:00 p.m., Monday through Friday, with exception of holidays, as listed below.
- After Hours:** Between the hours of 4:01 p.m. and 7:59 a.m., Monday through Friday and weekends. All dispatch & labor rates are billed out as listed below in **Section II**.
- Holidays:** Rates are billed out as double time. BPS is closed for business on the following holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day & Day Following, Christmas Eve & Day, and New Years Eve & Day.
- Cancellation Policy:** Cancellation of a scheduled service call requires a minimum of **3 hours prior notification**; any cancellation made less than 3 hours prior to scheduled call is subject to the applicable Dispatch Fee. If a service call is cancelled when a technician has arrived at the Customer, then the Dispatch Fee plus one hour of service will be billed.
- Warranty Equipment Service:** BPS will perform warranty equipment service during normal business hours (See above). All warranty equipment related calls within Zone 1 and 2 are **not** inclusive of dispatch charges. All warranty equipment calls performed after hours and holidays are subject to Afterhours labor and travel rates. Warranty equipment calls located in outside areas are billed Dispatch fees as listed below and any applicable after hours or holiday labor surcharges. **All** warranty equipment is subject to the "Express Service Fee" if customer requires expedited service.
- Pre-Dispatch Authorization:** BPS reserves the right to require that all non-active customers who request onsite service fill out a Dispatch Authorization form. This form must be filled out in its entirety and must include a valid credit card to pre-authorize appropriate billing charges. Any customer whose account status is not in good standing will also be required to fill out a Dispatch Authorization form and will be subject to paying all past-due receivables prior to providing service on their equipment.
- Shop-Work Authorization:** When repairs and maintenance on a piece of equipment are too extensive to be performed at a customer's location it is sometimes necessary to bring the equipment back to BPS's shop in order to complete the work. Prior to doing so BPS requires a signed "Equipment Repair Order" that will include an estimated dollar amount of the repair and/or maintenance needed to be performed. BPS also requires that the customer provides a 50% deposit based on the estimated value of the repair or a credit card number to preauthorize the full value of the estimated repair. For all corporate customers a purchase order number for the full value of the estimate is required prior to starting any work outlined on the "Equipment Repair Order". The remaining balance owed for the work performed in the shop is due when the equipment is returned.
- Rental Equipment:** In some instances customers will inquire about having temporary Rental Equipment installed during the "Shop Work" period. BPS does have a small inventory of Rental Equipment that can be provided at daily and weekly rental rates. All Rental Equipment is available on a first come, first serve basis and BPS **cannot** guarantee that the piece of Rental Equipment available will be comparable to the equipment that was removed to perform the shop repairs. There are certain circumstances where the Rental Equipment can be discounted; ask your Sales Representative for details.
- Storage Fee: (Applies only to in-shop repairs)** A Storage Fee of **\$10.00/day** will start to accrue three (3) business days after oral and/or written notification of repair completion date. BPS will make every attempt to contact the customer to arrange for the return of the equipment that has been repaired, however, if the customer does not respond within three (3) business days the storage fee will apply from the fourth (4) business day. If equipment is left with BPS for a period of over 60 days, BPS will assume that the equipment has been abandoned and will sell said equipment to recover accrued storage fees and/or repair costs. Written notice will be given 10 days prior of such action.
- Labor Guarantees:** BPS only warrants the quality of its service labor for a period of **30 days**. BPS does not warrant the performance and/or craftsmanship of "Off-Brand" parts, unless, warranty is provided by vendor of the parts, to BPS; if so, BPS will inform in writing of such warranty.

II. RATES - Effective January 1, 2019

DISPATCH RATES & FEES

FEE TYPE	Within 40 miles driving distance from BPS	Over 40 miles driving distance from BPS	Over 60 miles driving distance from BPS
Express Service Fee	Billed at After Hours dispatch fees below "Same Day Service" (within 12 hours of service request)		
Normal Business Hours	Flat fee of \$110.00 (does not include any onsite labor)	\$130.00 hour for actual travel time, 1 hour min	\$150.00 hour for actual travel time, 1 hour min
After Hours	Flat fee of \$150.00 (does not include any onsite labor)	\$195.00 hour for actual travel time, 1 hour min	\$225.00 hour for actual travel time, 1 hour min
Holiday Dispatch	Flat fee of \$210.00 (does not include any onsite labor)	\$260.00 hour for actual travel time, 1 hour min	\$300.00 hour for actual travel time, 1 hour min

Dispatch Fees are **not** inclusive of our labor rates. *Subject to a minimum of a half an hour billed for Dispatch.

LABOR RATES

SERVICE DESCRIPTION	SERVICE TIME	LABOR RATES
Service Labor	Normal Business Hours	\$110.00/hour
Service Labor	After Hours	\$165.00/hour
Service Labor	Holidays	\$210.00/hour
Shop Labor	Normal Business Hours	\$100.00/hour

All service calls performed during Normal Business Hours will be billed a minimum of 1/2 hour of applicable labor rate. All After-Hours and Holidays are billed a minimum of 1 labor hour on location.

III. FACTORY AUTHORIZED

BPS is a factory authorized Service Agent in the Mid-Atlantic Region (DC, DE, MD, & VA). BPS only claims to be capable of repairing and warranting the manufacturers listed below.

Espresso Equipment Lines						Coffee Equipment Lines		
CASADIO	CIMBALI	FAEMA	MARZOCCO	MAZZER	SIMONELLI	BUNN	FETCO	WILBUR CURTIS

- "Off-Brand" Equipment Repairs** - "Off-Brand" is a term we use to classify any line of equipment that we do not have a direct relationship with the manufacturer; in other words, any equipment brand name that is not listed on our factory authorized listing, above. BPS offers only limited support to "Off-Brand" equipment, based on the availability of parts, operational manuals, mechanical/electrical schematics, etc. BPS will upon request, attempt to offer the best level of service and support under most circumstances; however, there are some particular problems, which BPS may not be able to resolve. These are typically problems associated with, but not limited to, electronic components and aesthetic parts, i.e. touch pads, CPU boards, transformers, auto-leveling systems, panels, drain trays, etc. Therefore, in many circumstances, BPS may only be able to offer a diagnosis without being able to repair the equipment; in all cases the customer will be held liable for all applicable service labor and dispatch fees.
- "Off-Brand" - Liability Disclaimer** - BPS reserves the right not to service any "Off-Brand" equipment. Additionally, all "Off-Brand" equipment repairs performed are at the sole request of the customer understanding that BPS is to be held harmless for any and all service issues, which may arise from BPS's attempt to diagnose and/or repair the equipment. BPS cannot be held liable for any delays with repairs of "Off-Brand" equipment for any reason; in all cases the customer will be held liable for all applicable service labor and dispatch fees.

IV. PARTS POLICIES

- Parts Orders:** All parts orders before 12:00 pm, during normal business hours, are verbally confirmed, prior to 4:00 pm, the same-day and processed for shipment and/or delivery the following normal business day. All other orders, placed after 12:00 pm and/or After Hours or Holidays are verbally confirmed and processed the next normal business day. All parts orders under \$50.00 dollars will incur a handling fee of \$10.00. All expedited service will be billed. All orders are F.O.B. Crofton, MD.
- Re-Stocking Fee:** BPS will charge a re-stocking fee of **50%**, for parts and/or equipment returned for any reason other than being defective. BPS will post any applicable credits to customers' only upon arrival and inspection of the parts in question by BPS's management. All special and/or non-stock parts orders will not be accepted for return and customers are liable for any and all charges, unless prior written exception is given from BPS's management.
- Special Order Parts:** BPS reserves the right to stock only the parts it deems necessary to support the equipment listed above, **Section III**. All other service requests for the equipment listed above and, **"Off-Brand"**, machines may require special order parts that are intricate to the customers' piece of equipment. These parts are not standard stock items and may require extensive research for our service department. All parts that require research in order to locate these specific parts, will be billed BPS's "In-House" Service Rate by the quarter hour for any time that is vested in locating any of these 'special order' parts. In the unfortunate event that the part or parts cannot be located or obtained, the research fee will be billed. All Special Order Parts require pre-payment, unless otherwise approved by BPS's management and are non-returnable.
- Warranties:** Travel and parts are not warranted, however, in the case of Factory Authorized parts, a 30-day warranty applies. BPS does not warrant the performance and/or craftsmanship of "Off-Brand" parts, unless, warranty is provided by vendor, of the parts, to BPS; if so, BPS will inform in writing of such warranty.
- Van Stock Items:** BPS stocks each service vehicle with a wide variety of parts inventory. BPS strives to be as fully prepared as possible for each and every service issue that might occur with a machine at a client's location, however, there are some instances where the part needed to repair a client's machine is **not** a stock item on the service vehicle or our "Van Stock" inventory levels have not yet been replenished from our supplying vendors. Return trip billing falls under one of the two categories listed below:
 - If item(s) is categorized as "Van Stock Item(s)" we do not charge the client for the dispatch fee upon returning to their location to install the item(s) needed to repair their machine.
 - If the item(s) is categorized as "Non-Van Stock Item(s)" or "Special Order Item(s)" the return dispatch fee to the client's location will then apply.

V. TERMS & CONDITIONS

- Any service call, whether it is during or after normal business hours, may not always be resolved immediately due to the complexity of the equipment's service problem. Additional service labor and travel time may be required to repair your equipment. Additional time may also be required, in order to locate and order specific parts that are not a BPS stock item. BPS cannot and will not be held liable for any delay on your equipment's repair for any reason.
- BPS warrants both parts and Labor on equipment repairs on equipment listed above for a period of **30 days**. All other service repairs for other manufacturers only carry a **30 day** labor warranty, which does **not** include travel or parts, unless prior written exception is made in writing by BPS's management.
- Fees for Service Calls, Labor and other related fees are payable at time of service and/or upon the return of serviced equipment.
- No Terms are available, unless prior credit approval has been issued by BPS's Credit Department for **service work and repairs**. Credit terms are not available to companies or individuals in business for less than two (2) years, no exceptions. BPS reserves the right **not** to offer credit terms under its credit policies.
- BPS's **service technicians cannot offer terms** for services rendered; they are instructed to collect C.O.D. unless company or individual is on BPS's **service-credit approved list**.
- Failure to meet and comply with credit terms will result in the cancellation of credit privileges.
- All Service Calls are presumed to be non-warranty related until otherwise approved by BPS.
- All after-hours warranty service will be assessed at after hours service rates.
- All service on "Off-Brand" equipment should be referred to the respective certified equipment servicing company. In the event that no such company exists or by the choice of the customer, BPS will provide service on the equipment to the best of its ability and resources. Customer acknowledges that any such service may void their warranty, if any, on such equipment.
- All **After-Hours Service is payable at time of service** for warranty, non-warranty and loaned equipment service work.
- BPS reserves the right to withhold service from customers with past due balances for service and/or product invoices.
- All billing disputes must be reported within 24 hours of service performed or by the next business day.
- A \$35.00 fee accompanied with any applicable banking fees will be assessed for all Non-Sufficient Funds check(s).
- All past due invoices incur interest at the rate of 1.5% per month.
- Customer agrees to bear all costs incurred in collection of any unpaid amounts, including but not limited to, collection fees, legal fees, and court costs.
- BPS is **not** liable for any lost sales revenues due to, but not limited to any onsite services which impede or interfere with equipment operation, delays in performing on-site repairs, or length of time of a repair on equipment at BPS's service facility.
- BPS terms and conditions shall be governed and shall be constructed according to the laws of the State of Maryland.
- No other conditions other than those set forth within these policies shall be binding on BPS unless specifically agreed to in writing.
- BPS's service rates are subject to change without notice at anytime.

