



Smith Machine Services LLC

Simi Valley, CA. 93063

Call 818-825-6404

e-mail: service@smithmachineservices.com

web: www.SmithMachineServices.com

Terms and Hourly Service Rates

***Note: There is a 1 hour minimum on standard service calls which can include any combination of travel and labor. For Saturday, Sunday, and Holidays the minimum is 4 hours.** If paying by Credit Card or COD, this amount will be charged by the service technician at time of arrival; final payment is due when service is complete.

Weekday Service Rates:

1. Standard hourly rate of **\$95.00/hour** 8am to 5pm Monday through Friday, where service is completed.
2. After 8 hours (including travel) hourly rate is **\$125.00/hour**.

Parts Fee:

1. Any parts not covered under the manufacturer's warranty or service contract will be billed in addition to the service/travel rates.

Taxes:

1. Customer is responsible for payment of all applicable sales, use and other taxes. The amount of any taxes may be added to each invoice or separately invoiced to Customer.

Travel:

1. All travel is billed at **\$75.00/hour** plus airfare (if applicable).
2. There is no per mile charge.
3. Airfare, Hotel and Rental Car Fee, are billed at cost.
4. Per Diem is billed at a Flat rate of \$20.00 when labor & travel amounts to more than 6 hours and billed at \$40.00 if an overnight stay is required.

Billing:

1. The initial fee, if stated, is understood to be an estimate. Final charges for labor, travel fees and parts will be determined once full services have been completed.

Payment:

1. Payment in full is due upon completion of the service call.
2. Customer is responsible for all costs and expenses incurred by Smith Machine Services, including attorneys' fees and any costs in collecting unpaid invoices.
3. Credit card payments require CC information prior to scheduling service.

Terms and Conditions:

By signing this form, you acknowledge that you have read and understand this agreement, including the terms and conditions of service, and you agree to be bound by them.

Please provide billing information, sign and e-mail this form along with a separate copy of your P.O. to:

e-mail: service@smithmachineservices.com

Company	Phone	PO Number
Address	Fax	Tax exempt? Yes No
City, State, Zip	e-mail	<i>If Yes, please include form</i>
Contact Name	Title	COD or CC Yes No
X		<i>If paying by Credit Card, please call prior to scheduling</i>
Signature	Date	

SMITH MACHINE SERVICES TERMS & CONDITIONS

General Offer & Applicable Law

Products and services furnished by us are sold only on the terms and conditions stated herein. Notwithstanding any terms or conditions on Customer's orders, our performance of any contract is expressly made conditional on Customer's agreement to these terms and conditions of sale. All contracts for the sale of products shall be construed under and governed by the laws of the State of California. All orders shall be subject to our acceptance.

Prices & Specifications

All published prices and specifications are subject to change without notice. Unless otherwise specified in writing, all quotations are firm and expire thirty days after date thereof. Unless otherwise stated, all prices, published or quoted, shall be exclusive of insurance and any and all taxes and transportation.

Transportation & Acceptance

We reserve the right to select the means of transportation and routing when Customer's instructions are deemed unsuitable. Risk of loss and/or damage shall pass to Customer upon delivery of the products to the transportation company at the F.O.B. point. Title shall pass to the Customer when products are delivered to the transportation company at the F.O.B. point. All products must be inspected upon receipt and claims should be filed with the transportation company when there is evidence of shipping damage, even if the damage is concealed. The furnishing of a product to the Customer shall constitute acceptance of that product by the Customer unless notice of defect or nonconformity is received by us within ten-days of receipt of the product at Customer's designated receiving address. We may repair or, at our option, replace defective or nonconforming parts after receipt of notice of defect or nonconformity.

Performance

We shall not be liable in any way because of any delay in performance hereunder due to unforeseen circumstance or to causes beyond our control such as, but not limited to, strike, lockout, riot, war, fire, act of God, accident, subcontractor or supplier delays. We reserve the right to substitute suitable products, when in our opinion such substitution is necessary due to such circumstance or causes. No order may be terminated by Customer except by mutual agreement in writing. Equipment may not be designed to conform to UL or OSHA Standards. It is the customer's responsibility to verify the electrical standards in their locality.

Warranty & Liability

Equipment, including accessories and spare parts purchased and/or included with the sale, are guaranteed to be free from defects in workmanship for twelve months after date of purchase, unless specified otherwise. Accessories and spare parts purchased after the equipment sale and/or out of the machine warranty period are guaranteed to be free from defects in workmanship for 90-days after date of purchase, unless specified otherwise. This warranty is effective only if the necessary information is provided: serial number of equipment and nature of defect, and any part claimed defective is returned prepaid to us. No such return will be accepted unless we issue a returned material authorization (RMA) number. Upon its proper return to us, we shall repair or replace, at our option, the defective part. This warranty applies only if the products have been operated in accordance with normal procedure, and if no unauthorized repairs have been attempted. This warranty is expressly in lieu of and excludes all other express or implied warranties including, but not limited to, warranties of merchantability and fitness for particular purpose, use or application and all other obligations or liabilities on our part. The remedy of repair or replacement, as provided herein, shall be the buyer's exclusive remedy and will satisfy all our liabilities whether based upon contract, negligence, or otherwise. In no event shall we be liable for incidental, consequential or special damages, or losses. Liability to third parties for bodily injury including death relating to our performance or products delivered hereunder shall be determined in accordance with applicable law and shall not exceed the payment, if any, received by us for the product or service furnished.

Indemnity and Hold Harmless

Customer agrees to indemnify and hold Seller harmless for any and all claims, demands or liability, whether or not Seller has yet to become liable thereon, for any potential, threatened or actual liability, costs, expenses, or loss of use arising out of or relating to the sale or use of the equipment which is subject of this sale, including but not limited to unattended use of the equipment.

Terms of Payment

All payments for products released and shipped on approved credit accounts shall be due in full thirty days from date of invoice. Past Due balances shall be subject to a service charge of 1-1/2% per month. Partial shipments will be billed as made and payments therefore are subject to the above terms. We may cancel or delay delivery of products or services in the event Customer fails to make prompt payment therefore or in the event of arrearage in Customer's account. The Seller maintains all rights of secured party by reference to applicable Uniform Commercial Code provisions in effect in each state in which Equipment is located.

Disputes

All disputes under any contract concerning products not otherwise resolved between Customer and Seller shall be resolved in a court of competent jurisdiction in Los Angeles, California.

Attorney's Fees

Should any legal action or arbitration be brought for the enforcement of this Agreement or any terms hereof, or due to any alleged dispute, breach, default or misrepresentation in connection with any provisions herein contained, the prevailing party shall be entitled to its reasonable attorneys' fees, expert witness fees and other costs and expenses, as well as recoverable court costs, incurred in any such action or proceeding and any action to enforce a judgment (including bankruptcy representation) and any appeal, in addition to such other relief, as may be granted by the court..

Fire Waiver

Customer shall be solely responsible to the appropriate use of the equipment, especially when machining of certain metals that use oil as the cutting and cooling medium which can provoke the ignition of oil mists, fillings, chips or parts of the machine which could cause considerable damage to the equipment and its surroundings. The customer assumes this risk and is hereby required to use all due diligence to avoid such incidents and to limit any potential risk exposure to life and property. The Purchaser shall hold the Seller harmless in the event of fire or other calamities resulting from the Purchasers use of the equipment.