



TEXAS BAR 97 ASM SERVICE AGREEMENT OPTIONS

Selection # TX3: This coverage excludes the Zero Air Generator.

ESP shall provide the necessary parts and labor to restore the Equipment to good working order provided the Customer shall pay the expenses (including taxes) for (a) all hoses, probes, and parts external to the cabinet, (b) repairs and/or replacements arising from Customer's negligence or the negligence of it's employees, representatives, or other third parties, (c) repairs and/or replacements arising from unauthorized attempts by other than ESP personnel to repair, or modify the Equipment, (d) repairs and replacements arising from catastrophe or accident, (e) repairs and/or replacements arising from the use by Customer of special devices, attachments, or replacement parts not provided by or approved by ESP, (f) communication errors outside ESP's equipment (i.e.,) phone lines, host computer, etc.

| Unit Part Number | Unit Description | Invoice Frequency | Your Cost |
|------------------|-------------------------|-------------------|-----------------|
| ESP10400-57 | Texas BAR 97 ASM System | Annual | \$3639.00 + Tax |
| | | Quarterly | \$953.00 + Tax |
| | | Monthly | \$288.75 + Tax |

The cost of consumables, calibration gas, filters; paper, printer ink cartridges, toner, image drum and regular preventive maintenance are not covered and will be billed separately when purchased from ESP.

NOTE: The annual and monthly payment options have a 10% discount included in the price shown. Monthly payment requires some form of automatic payment (i.e. credit card or ACH check.)





Service Agreement

Customer #: _____ Part Number Model Serial number

Customer Name: _____ - _____ - _____

Street: _____ **Choose One:** ___MC ___VISA ___DISCOVER ___AMEX

City/ST/Zip: _____ **CC#:** _____ **EXP:** ___/___

PLEASE FILL IN BLANKS AND SIGN ON NEXT PAGE. RETURN AGREEMENT WITH PAYMENT. AGREEMENT CANNOT BE IMPLEMENTED WITHOUT PAYMENT AND YOUR SIGNATURE.

To request service call: 1/800-695-4377 **Service Center:** 17 Kripes Road, East Granby, CT 06026

Term of Agreement: This Service Agreement between Environmental Systems Products, Inc., herein known as "ESP" and the customer shall have an effective date as stated on the face hereof and continue for an initial term of one (1) year, except as otherwise provided herein. Thereafter, this Service Agreement shall continue in effect subject to termination by either party, upon ninety 90 days written notice.

Pricing: The Service Agreement specified prices, per addendum for the equipment described above shall remain in effect for one (1) year from the effective date of this Service Agreement. Following the expiration of one (1) year from the effective date hereof, and thereafter no sooner than one year from the date of a previous increase, ESP may increase said charges upon thirty days written notice. Failure to make payment within terms may result in suspension of services under this Service Agreement or any other agreement with ESP or its affiliated companies. This Service Agreement can also be purchased after the expiration of either the original manufacture warranty or an ESP Service Agreement provided that an ESP field service representative inspects and certifies that the equipment meets factory specifications (current parts and labor rates will apply) to this inspection. **IMPORTANT NOTICE PLEASE ADD THE APPROPRIATE SALES TAX APPLICABLE IN YOUR STATE. ALL PAYMENT TERMS ARE DUE IN ADVANCE OF EFFECTIVE DATE OF SERVICE AGREEMENT.**

Services: ESP will provide onsite service for the covered Equipment per option chosen and within the time period specified by your state, after receiving notification of malfunction of the covered Equipment. All system repairs, component replacements and adjustments shall be accomplished onsite after authorization from the Customer has been obtained to perform the needed service. Defective parts may be repaired or replaced with new or remanufactured at the discretion of an ESP factory direct field service technician.

This Service Agreement **covers** the following components if purchased from ESP: bar code reader, analyzer, hardware and PC, that is contained inside each cabinet stated by the product specifications and if installed by ESP, VCR, video camera, dynamometer, V-mass and control box with electronics.

These components **are not covered** in the Service Agreement: filters, calibration gases, printer image drum, ink jet cartridges, ribbons, toner cartridge, printer paper, external hoses, rpm contact probe, sample probes, external harnesses, network cabling, cabinetry, additional software, non mandated, add-on, optional printer or other hardware enhancements, added to the BAR/ or other State product specifications that is not manufactured by or installed by ESP and could cause conflict with the operational software. Communication problems due to the telephone company, host computer, State installed lockouts and software updates. Current labor rates and part replacement costs will apply to these components.

ESP will have no obligation to provide service under this Service Agreement if the Customer is not in compliance with all obligations under this Service Agreement or any other agreement with ESP or its affiliated companies. If the request for service arises as a result of: an unauthorized repair, modification or tamper to the equipment by someone other than a ESP qualified representative, the result of an accident, a catastrophe, the use of special attachments not provided by ESP, improper use or misuse of the dynamometer or analyzer, use or storage of the system in conditions outside it's recommended ambient conditions, fault or negligence of the user, employees, representative(s) or deterioration due to adverse environmental conditions and /or system malfunction due to capacity or quality of power source. Any software or hardware installed or interfaced on an ESP product that is not

manufactured, sold or authorized by ESP is installed at the customers own risk may cause damage the ESP equipment. The cost to repair or replace parts that are needed to restore the equipment by ESP to good working order because of such unauthorized installations is the responsibility of the end user. ESP's equipment is designed to be operational on vehicles in common use at the time of design(s) ESP cannot be responsible for changes in the automotive industry.

Responsibilities of Customer: Customer shall: (a) **Permit ESP's service personnel to have full and free access to the Equipment in order to provide the services contemplated by this Agreement;** (b) **Provide adequate working space and all heat, light, ventilation, electric current and other facilities reasonably required by ESP's service personnel to discharge its obligations hereunder;** (c) **Provide electrical power, which is free from electrical noise and sufficient to meet the requirements of the Equipment;** (d) **Customer shall promptly notify ESP in writing of any change in location of the ESP equipment covered by this Agreement, and any such change will result in a reinstatement fee to cover ESP Equipment inspection and administrative costs.**

Warranty & Limitations: ESP warrants to Customer that services performed by ESP will be performed in a good workmanlike manner. ESP's liability and Customers remedy under this warranty are limited to ESP correcting such services as are shown to ESP's reasonable satisfaction to have been defective, provided that written notice of such defective services shall have been given by Customer to ESP within 30 days after the performance of such services by ESP.

THE FORGOING WARRANTIES ARE EXCLUSIVE AND GIVEN EXPRESSLY IN LIEU OF (i) ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND (ii) ANY OBLIGATION LIABILITY RIGHT, CLAIM OR REMEDY IN CONTRACT OR TORT WHETHER OR NOT ARISING FROM ESP'S NEGLIGENCE ACTUAL OR IMPUTED. THE REMEDIES OF THE CUSTOMER SHALL BE LIMITED TO THOSE PROVIDED HEREIN TO THE EXCLUSION OF ANY AND ALL OTHER REMEDIES INCLUDING, WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES. UNDER NO CIRCUMSTANCES SHALL ESP BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES.

Limitation of Liability: The liability of ESP hereunder shall be limited to restoring the equipment to good working order provided that ESP shall not be liable for failure to restore the equipment to good working order when such failure is due to causes beyond its reasonable control. Including, but not limited to acts of God, strikes, floods, riots, delays in transportation and inability due to causes beyond its reasonable control to obtain necessary labor or materials or spare parts. The price allocable in this Service Agreement, for any parts or service, alleged to be the cause of any loss or damage to customer, shall be the ceiling limit on ESP's liability, whether founded in agreement on tort (including negligence) arising out of, or resulting from (i) this Service Agreement, or the performance, or breach thereof, (ii) the design, manufacture, delivery, sale, repair, replacement, or (iii) the use of any equipment for the furnishing of such service. In no event, shall ESP, have any liability for any incidental or consequential damages.

General: No modifications of this Service Agreement shall be binding unless in writing, signed by both parties hereto. This Service Agreement is a complete and exclusive statement of all terms and conditions between the parties concerning equipment maintenance to be furnished by ESP to the Customer and it supersedes and replaces any previous agreement concerning equipment maintenance between ESP and the Customer. This Service Agreement shall not be varied, supplemented, qualified or interpreted by prior course of dealings, written or oral, or by any trade usage. This Service Agreement is not transferable or assignable under any circumstances.

Coverage Type Selection: _____ Agreement Effective Date will be: ____/____/_____

Price: \$ _____ + tax (if applicable) per (choose one): ___ⁱMonth ___ Quarter ___ Year

Customer Signature: _____ Title: _____ Date: ____/____/_____

Environmental Systems Products, Inc.: _____ Title: _____ Date: ____/____/_____

Executed Copy Requested

E-mail for copy: _____

ⁱ Credit Card or ACH checks required for monthly payment option.