

Service Agreement

- 1. Services Available:** Argus Group Holdings, LLC d/b/a Premier Safety ("Premier") will provide evaluation, maintenance, calibration, and repair; sale of equipment and parts; Hydrostatic Testing; and training and other services at such times and at such places as agreed upon between Customer and Premier.

 - Premier will use its best efforts to provide such services within any agreed upon time, however Premier will not be responsible for any costs or liability due to delayed repairs.
 - Maintenance, repair, and calibration will be performed to the degree and extent necessary to return equipment to manufacturer's original operational specifications.
 - When equipment must be repaired or serviced at customer's place of business, customer agrees to provide Premier personnel with access to its premises and any facilities or equipment that Premier deems necessary in order to perform the services.
 - When equipment must be repaired or serviced at manufacturer's facility, Premier will facilitate the service at cost plus 20% plus reimbursement for all shipping and handling fees.
 - When customer requires an evaluation and estimated cost to repair in advance of actual repair, customer agrees to pay Premier's current Estimate Fee, including any travel and per diem expenses, if the customer decides to not proceed with the repair.
 - If customer rents like equipment from Premier during the period customer's equipment is being serviced by Premier, Premier will credit customer one-half (1/2) of rental fees for like equipment. The rental credit will be calculated solely for the period commencing at time customer authorizes service and terminating one day after customer is notified his repaired equipment is available.
- 2. Cylinder Testing:** Cylinders that pass the Visual Inspection and Hydrostatic Test are date-stamped and fitted with a new seal, but not refilled unless the customer agrees to pay all hazardous materials shipping costs. By law, all cylinders that fail either the Hydrostatic Test or Visual Inspection must be disabled by destroying the thread for the valve and drilling a hole to prevent re-pressurization. Customer will be charged the Hydrostatic Testing and Visual Inspection fees regardless of whether the cylinder passes or fails; however, the testing fees for a failed cylinder will be credited toward the cost of a like replacement cylinder purchased from Premier within 60-days of notification. Cylinders failing either test will be properly disposed of by Premier unless customer provides notification within 14 days and agrees to pay all return freight charges.
- 3. Shipping to Premier:** Premier may not accept equipment without a Return Authorization number (RA#). RA# will be provided by Premier Customer Service during normal business hours (EST).

 - All equipment, including manuals and accessories, are to be returned freight prepaid by the customer to the Premier address specified on the Return Authorization – any costs incurred to ship to the correct Premier address will be added to the customer's repair bill.
 - Prior to sending any equipment to Premier, the customer is responsible for all cleaning and decontamination in accordance with all established requirements and in compliance with all federal, state, or local laws, rules, regulations, or safety codes, including, but not limited to, OSHA and EPA. The customer is also required to notify Premier of any possible equipment contamination and any equipment either found or suspected to be contaminated will be returned to the customer unrepaired and at customer expense.
- 4. Authorization to Repair:** By sending equipment to Premier, customer authorizes and agrees to pay Premier for any time, materials, and expenses Premier may invest in the evaluation, repair, calibration, and return of said equipment.
- 5. Service Charges:** Service costs are a combination of parts, labor, per diem, travel, freight, use of special equipment, handling, and training necessary to effectively accomplish the work. Premier company policy dictates that travel costs, where possible, are controlled to "coach or business class" air travel, economy or mid-size vehicles, moderate motels, and a daily food allowance.

 - **Parts:** Parts required will be billed at manufacturer's current List Price, or cost plus 20%, whichever is higher.
 - **Labor:** Billed at Premier labor rates in effect at time of contract plus any required premium for overtime or Holiday, or as dictated by labor agreement or governing ordinance. Labor is billed in increments of 30-minutes.
 - **Per Diem:** Room, meals, and fees for special tools or equipment required to accomplish the scope of work.
 - **Travel:** Premier personnel will travel to and from customer's place of business via either commercial services (including rental vehicle), or company vehicle in order to most cost effectively balance cost, customer's schedule, and Technician time. Technician travel time is billed at the hourly rate (including any premium for overtime & Holiday) but capped at 8-hours per day; mileage for use of Premier vehicles is billed at government published rate; use of any commercial transportation service is billed at Premier cost.
 - **Freight:** All equipment will be shipped via a carrier selected by Premier unless otherwise specified by customer at time of order. Where Hazardous Materials charges or fees are required by the carrier, these are added to the freight bill.
 - **F.O.B.:** All freight and travel costs are calculated from the Premier address stated on the RA#.
- 6. Payment:** The customer agrees to pay Premier either on demand or under the terms set forth within the agreement - at the discretion of Premier.

 - **Late Charge:** If any payment is not received when due, the Customer agrees to pay an additional late charge of one and one-half percent (1.5%) of the amount of the overdue payment per month. In addition to charging late charges, Premier has the right to recover from the Customer all amounts due including Premier's costs for collection.

- **Taxes & Duties:** Customer will pay all taxes, duties, and governmental charges including interest and penalties on such charges, which may be levied and/or assessed on the repair or service transaction, including the labor, equipment, or its' use.

Warranty: Premier warrants that the parts, equipment, and services furnished pursuant to this agreement restored the equipment to manufacturer's original specifications and were free of defect in workmanship and materials at time of return shipment to customer. Premier's obligation shall be limited to either repair or replacement of equipment, at Premier discretion, during the manufacturer's warranty period or ninety (90) days following the date that the parts, equipment, and services were completed, whichever is less. This warranty does not include abuse, mechanical damage, alteration, or repair performed by others; damage during shipment; work performed by unauthorized personnel, or procedures not in accordance with the manufacturer or its' manuals. This warranty does not replace or extend the manufacturer's warranty. Customer agrees that Premier does not assume any responsibility or liability to honor or provide services, labor, and/or parts covered by the manufacturer's warranty.
- 7. Disclaimer of Warranties:** Premier makes no warranties whatsoever in respect to the use of equipment repaired herein, and customer hereby expressly waives any warranty or representation, either express or implied, as to the equipment use, including without limitation, any warranty or representation as to the design, quality or condition of the equipment or any warranty of merchantability or fitness of the equipment for any particular purpose, and all other warranties expressed, implied, and statutory, or as to any other matter relating to the equipment or any part thereof. Customer confirms that it purchased the equipment and each part thereof on the basis of its own judgment and customer acknowledges that Premier is not a manufacturer or consultant for any part of the customer's equipment.
- 8. Indemnification of Premier:** Customer shall indemnify, hold harmless, and defend Premier from any and all claims, actions and damages, including attorney's fees, arising out of the equipment and its use, possession, operation, condition, purchase, maintenance, repair, and return, including without limitation, any such claims in tort, whether based on negligence, strict liability or any other theory of liability, including any claims arising out of alleged negligence or conditions caused or created in whole or in part by Premier, which obligations shall survive termination of this Agreement.
- 9. Disclaimer of Tort Liability:** Customer specifically understands and agrees that Premier shall not be liable to the customer in tort - whether based on negligence, strict liability, or any other theory of tort liability - for any act or omission in respect to the delivery, servicing, or maintenance; for any liability, loss or damage caused or alleged to be caused directly or indirectly by Premier or the equipment, by any inadequacy thereof or deficiency or defect therein, and for any alleged negligence or condition, caused or created in whole or in part by Premier. It is the intent of the customer and Premier and the intent of this provision to absolve and protect Premier and Premier's officers, agents, shareholders and employees from any and all tort liability of whatsoever kind or nature.
- 10. Exclusive Remedy:** Customer specifically understands and agrees that customer's sole and exclusive remedy for breach of warranty, tortious conduct, or any other cause of action against Premier or Premier's officers, agents, or employees, if any, shall be limited to the repair of the equipment or any defective parts at Premier's discretion and at Premier's regular place of business or at such other place of business designated by Premier during normal working hours. Customer shall deliver the equipment to such place designated by Premier and Premier shall return the equipment to customer's own place of business and the costs of such delivery and such return shall be borne by the customer. Customer specifically understands and agrees that no other remedy (including but not limited to claims for incidental, special, consequential, or punitive damages, for any cause whatsoever or injury to persons or property or any other consequential, economic, special or incidental loss) shall be available to customer.
- 11. Governing Law:** This Agreement will be governed by, and construed in accordance with, the laws of the State of Michigan. Customer hereby irrevocably consents and agrees that any action or proceeding hereunder shall be instituted in state or federal court having jurisdiction over Macomb County Michigan, and hereby irrevocably submits to the jurisdiction of such courts in such action or proceeding.
- 12. Entire Agreement:** These terms constitute the entire Agreement between Premier and Customer with respect to the services performed under this agreement and shall not be amended except in a writing and signed by both parties.