



# Drive-Thru Communication Systems

## Customer 12 Month Extended Maintenance Agreement

The PAR Drive-Thru Communication System 12 Month Extended Maintenance Program is a flexible extended service program that provides:

- Reliable, ParTech Factory-certified repairs using ParTech genuine parts.
- 24/7 Technical Phone Support (1.800.328.0033)
- Free Shipment of Equipment to and from ParTech – for shipping labels, contact the support phone above
- Two Out of Warranty System Return options to choose from: (1) Depot Repair or (2) Advanced Exchange
- Two Free ParTech-Authorized On-site Service Call Vouchers (valued at \$195 each) per 12-month Agreement Period

## PAR Drive-Thru System Coverage Extended Maintenance Agreement Options

In Warranty	
Advanced Exchange (In)	Provides up to 24 months of Advanced Exchange Services for the Par Clear system in conjunction with the Limited Warranty issued at the time of sales of the respective system.
Out of Warranty:	
Depot Repair	Customer mails-in equipment to be repaired and is shipped refurbished replacement equipment from ParTech within three (3) business day of receipt of equipment to be repaired. Pre-paid shipping labels are provided for mail-in return.
Advanced Exchange (Out)	Advanced Exchange Service allows Customers to quickly receive ParTech factory-refurbished replacement equipment. Customer is shipped refurbished replacement equipment from ParTech within two (2) business day of authorization of authorization of Customer's request for Advanced Exchange Services.

Equipment Location: *		Bill/Charge to Information:	
Store Name & Number		Company Name/DC #	
Contact Name		Contact Name	
Address		Address	
City		City	
State	Zip	State	Zip
Phone#		Phone#	
Email		Email	
Agreement Start Date:		Contract # (to be assigned by ParTech):	

\* One agreement per restaurant location is required.



## ☐ Equipment: G5

### List Your Equipment

Fill in all serial numbers of the equipment you would like to include under this Extended Maintenance Program: (if you need more space, use a separate sheet of paper)

Equipment Serial #s:	Equipment Serial #s:	Equipment Serial #s:	Equipment Serial #s:
			Base Station Serial #:
			Charging Station Serial #:
			12 Slot Charger Serial #:

### Maintenance Service Elections

#### Choose the Coverage You Need

System Coverage	Stores with 2-6 Headsets		Stores with 7-10 Headsets	
	Quarterly Cost	Annual Cost	Quarterly Cost	Annual Cost
In Warranty (Advanced) (Years 1 & 2)	\$89	\$348	\$117	\$468
Out of Warranty (Depot)	\$177	\$708	\$207	\$828
Out of Warranty (Advanced)	\$237	\$948	\$267	\$1,068

## ☐ Equipment: PAR Clear™

### List Your Equipment

Fill in all serial numbers of the equipment you would like to include under this Extended Maintenance Program: (if you need more space, use a separate sheet of paper)

Equipment Serial #s:	Equipment Serial #s:	Equipment Serial #s:	Equipment Serial #s:
			Base Station Serial #:
			Charging Station Serial #:
			12 Slot Charger Serial #:
			LAI Serial #:
			WMT Serial #:
			Command Console Serial #:

### Maintenance Service Elections

#### Choose the Coverage You Need

System Coverage	Stores with 2-6 Headsets		Stores with 7-10 Headsets	
	Quarterly Cost	Annual Cost	Quarterly Cost	Annual Cost
In Warranty (Advanced) (Years 1 & 2)	\$65	\$260	\$158	\$633
Out of Warranty (Depot)	\$132	\$529	\$280	\$1,119
Out of Warranty (Advanced)	\$177	\$708	\$361	\$1,444



Check the Service Option Box and Billing Frequency

Service Type	<input type="checkbox"/>	In warranty	<input type="checkbox"/>	Out of Warranty Depot	<input type="checkbox"/>	Out of Warranty Advanced
Number of Headsets:	<input type="checkbox"/>	2-6	<input type="checkbox"/>	7-10		
Billing Frequency:	<input type="checkbox"/>	Quarterly	<input type="checkbox"/>	Annually		

Sign and Return

Authorized Signature is required to validate the above Extended Maintenance Agreement.

Customer	ParTech, Inc.
Authorized Signature	Name
Date	Date
Please print name and title	

Email completed agreement to: drive-thrusolutions@partech.com



## Maintenance Services

- 1) Terms not otherwise defined herein shall have the meanings set forth in the Terms and Conditions below. ParTech will provide refurbished replacement Equipment under both the Depot Repair Services and the Advanced Exchange Services under the Extended Maintenance Agreement as elected by Customer. Refurbished equipment will be repaired using ParTech genuine parts with work performed by ParTech factory-authorized repair technicians to restore the equipment to good working order. Equipment Maintenance Services include, but are not limited to, lubrication, adjustments, and replacement of parts deemed necessary by ParTech in its sole discretion.
- 2) Refurbished Equipment includes, but is not limited to, G5 pods, battery chargers, and G5 headsets. G5 Carriers are not repaired but are replaced as new.
- 3) Equipment components that are not eligible for Extended Maintenance Services include batteries, headset ear and head pads and windscreens. These are consumable products and must be purchased by Customer if in need of replacement.
- 4) How to Request Maintenance Services:
  - a) Customer will attempt to resolve the equipment problem referencing the ParTech Quick Reference Guide and ParTech Operation's Manual.
  - b) If problem is not resolved, Customer can contact ParTech Technical Center at (800) 328-0033 prompt 1 then 2.
    - i. ParTech Technical Center will take the detailed information from the unit, including the unit number, Customer contact, including the address where replacement Equipment will be shipped, Equipment serial numbers, a detailed description of the problem and any attempted resolutions.
    - ii. ParTech Technical Center will troubleshoot, evaluate and then authorize Depot Repair Services, Advanced Exchange Services or On-site Repair Services in accordance with Customer's election of services under this Maintenance Agreement.
- 5) Description of Services

### a) Depot Repair Services

- i. ParTech Technical Center **MUST** authorize Depot Repair Services.
- ii. Upon ParTech authorization, Customer will be emailed a pre-paid shipping label and directed to ship the defective equipment to: ParTech Repair Center, PAR Technology Park, 8383 Seneca Turnpike, New Hartford, NY 13413.
- iii. Upon ParTech authorization, ParTech will ship refurbished replacement Equipment within three (3) business days of receipt of the defective equipment to be repaired. Customer will receive instructions on registering the refurbished G5 pods to the basestation before use.
- iv. For critical equipment such as basestations or battery chargers, Customer may request Next Day Air Shipping if requested before 1:00pm CST. Customer will be charged \$60. Requests made after 1:00pm CST are not guaranteed to ship same day for Next Day delivery. Equipment will be shipped for delivery Monday through Friday, except holidays. Saturday delivery is available based upon carrier availability and will result in additional shipping fees. Customer may inquire at the time of requesting the Saturday delivery for the applicable shipping fees.
- v. If returned defective Equipment is found to have grease/ liquid, or trace damage or upon receipt, is otherwise excluded under the Terms and Conditions herein, Customer will be notified by ParTech and instructed to purchase brand new equipment from their ParTech Authorized Dealer.
- vi. Equipment repairs not covered under the ParTech Drive-Thru Systems Product Warranty ("Limited Warranty") and/or Extended Maintenance Agreement will be charged to the Customer at ParTech's current standard repair rates.

### b) Advanced Exchange Services

- i. ParTech Technical Center **MUST** authorize Advanced Exchange Services before refurbished Equipment ("AE Equipment") will be shipped to the Customer.
- ii. Upon ParTech authorization, ParTech will ship AE Equipment to Customer's ship-to address, freight prepaid, with next day delivery within the United States for requests received prior to 4:00 p.m. (Mountain Time), Monday through Friday. Replacement AE Equipment will be shipped by a premium air freight carrier when ParTech determines such method of shipment is appropriate. Customer must acknowledge receipt of replacement AE Equipment by signing the freight carrier air bill or similar shipping/delivery documentation accompanying the AE Equipment.
- iii. ParTech will provide Customer with a pre-paid shipping label and packaging instructions for the return of the defective Equipment to ParTech. Customer will return the defective equipment to ParTech using the corresponding AE Equipment packaging (ParTech will ship replacement AE Equipment in reusable packaging), making sure to include the Advanced Exchange Form with the RMA# number with the Equipment.
- iv. Customer should be prepared to return ship the defective Equipment within two (2) business days of Customer's receipt of the replacement AE Equipment; however, the defective Equipment **MUST** be returned to ParTech no later than 14 days of Customer's receipt of the replacement AE Equipment. If Customer fails to return the defective Equipment within such 14-day period, Customer shall purchase the replacement AE Equipment and pay a 15% restocking fee; and, if Customer fails to pay the invoice for such replacement AE Equipment, services will not be authorized for any additional Equipment until ParTech has received the defective Equipment and/or payment for any previous outstanding Advanced Exchange Service requests. ParTech reserves the right to charge Customer ParTech's applicable rates and terms then in effect for labor and materials supplied by ParTech for Advance Exchange Services provided to Customer when ParTech determines that the root cause of the defective Equipment was as a result of events or circumstances described in Section (v) below. If ParTech determines that more than 10% of the defective Equipment returned by Customer in any consecutive three (3) month period was not defective, Customer will be invoiced diagnostic and handling fees for each subsequent defective Equipment returned where no defect is found.
- v. If returned defective Equipment is found to have grease/ liquid or trace damage upon receipt, or is otherwise excluded under the Terms and Conditions herein, Customer will be charged the product replacement cost by ParTech.
- vi. Equipment repairs not covered under the Limited Warranty and/or Extended Maintenance Agreement will be charged to the Customer at ParTech's current standard repair rates.

### c) ParTech On-Site Maintenance Services

- i. If ParTech Technical Center determines on-site service is required and equipment is still covered under the Limited Warranty, ParTech Technical Center will initiate authorized On-Site Maintenance Services, subject to the terms of the original Limited Warranty.
- ii. If Equipment is no longer under the original Limited Warranty, but is covered under an Extended Maintenance Agreement, ParTech Call Center will initiate authorized On-Site Maintenance Services. Customers with an Extended Maintenance Agreement will receive up to two (2) free On-Site Repair Service visits per 12-month agreement period. Additional On-Site Maintenance Services will be charged to the Customer at the ParTech Authorized Dealer's applicable rates for supplied labor and materials.



## Terms and Conditions

ParTech, Inc., a New York corporation, with its principal place of business at PAR Technology Park, 8383 Seneca Turnpike, New Hartford, New York 13413 (hereinafter called "ParTech"), and Customer agrees that the services as selected in Step Two of this Agreement to be provided by ParTech to Customer shall be performed for the selected period of time pursuant to the terms and conditions set forth in this Agreement. ParTech agrees to provide and Customer agrees to accept the repair services as described in Exhibit A of this Agreement (the "Maintenance Services") for the equipment listed in Step One of this Agreement (hereinafter, all products listed on Step One of this Agreement are referred to collectively as the "Equipment").

- 1. Term.** This Agreement shall begin as of the Agreement Start Date and shall automatically renew annually on the effective date unless terminated by either party as provided herein.
- 2. Prices and Payment:** Payment terms are net thirty (30) days from the date of ParTech invoice. Prices will not change for the term of this Agreement. Prices are subject to change after 12 months. Failure to pay any invoice for such service within sixty(60) days of receipt shall relieve ParTech of any obligation to provide service, without further notice. In addition, all sums not paid when due will accrue interest daily at the lesser of an annual rate of 18% (1.5% per month), or the highest rate permissible by law on the unpaid balance until paid in full.
- 3. Acceptance.** This Agreement shall not be binding unless and until it has been accepted by the signature of an authorized representative of each of the parties. Any other promise or act, including a promise to perform Maintenance Services or the performance of any Maintenance Services, without full execution of this Agreement, shall not constitute acceptance by ParTech of this Agreement.
- 4. Exclusions.** This Agreement only covers ParTech branded Equipment. This Agreement does NOT cover:
  - a. Maintenance Services necessitated by unauthorized modification and/or repair of the Equipment.
  - b. Maintenance Services necessitated by accident, neglect or misuse, as determined by ParTech in its sole discretion.
  - c. Maintenance Services necessitated by acts of God, including lightning strikes and power surges, or failure to follow ParTech's published operating instructions.
  - d. Work or replacement of parts made necessary by Customer carelessness, transportation or by failure of electrical power, air conditioning or humidity control, or by use of non-recommended supply items or by causes other than ordinary use.
  - e. Work external to the Equipment listed in this Agreement.
  - f. Accessories, attachments, machines or other devices not furnished by ParTech.
  - g. Relocation of the Equipment.
  - h. Maintenance Services necessitated by alterations to the Equipment by mechanical or electrical connections to another machine or device which is not part of the Equipment.
- 5. Access.** Customer shall grant to ParTech service personnel full and free access to the Equipment to provide Maintenance Services, or to inspect the Equipment, subject only to Customer's security regulations which Customer shall disclose in advance to ParTech. Customer shall not permit persons other than authorized representatives of ParTech to repair the Equipment during the term of this Agreement.
- 6. Equipment Transfer/Assignment.** Any sale or transfer of Equipment covered by this Agreement to a person other than the Customer listed herein will exclude such Equipment from the terms of this Agreement. ParTech reserves the right to assign this Agreement upon written consent of Customer.

- 7. Maintenance Services Warranty.** ParTech warrants that Maintenance Services performed under this Agreement by ParTech will be performed competently and in accordance with industry practices, and the Equipment and service parts furnished by ParTech will be free of material defects in material and workmanship upon installation. PARTECH MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. If any failure to meet the foregoing warranty occurs and notice thereof is provided to ParTech by Customer within 90 days of when the service is performed, ParTech will correctly re-perform the services identified or replace or repair, at ParTech's option, the defective Equipment or service part provided. The foregoing constitutes the sole and exclusive remedy for breach of this warranty. These exclusive remedies shall not be deemed to have failed in their essential purpose so long as ParTech is willing to repair or replace the defective Equipment and/or re-perform the Services. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE REMEDIES HEREUNDER ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO ANY CLAIM BY CUSTOMER IN CONNECTION WITH OR RELATING TO THE SERVICES PROVIDED HEREUNDER.
- 8. Limitation of Liability.** EXCEPT WHERE PROHIBITED BY LAW, PARTECH SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, SPECIAL, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES OR ECONOMIC LOSS BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY, EVEN IF PARTECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, EQUIPMENT USE, DATA OR INFORMATION OF ANY KIND. PARTECH SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING REPAIR SERVICES UNDER THIS AGREEMENT.
- 9. Termination.** This Agreement may be terminated effective at the end of the first year, or at any time prior to renewal in any year thereafter, by either party, upon thirty (30) days' prior written notice of termination given to the other party. Notwithstanding the above, either party may terminate this Agreement for failure of the other to comply with any of its terms and conditions. In the event that ParTech terminates this Agreement, ParTech shall refund to Customer any prepaid charges received by ParTech for any period of time following such termination date, calculated on a pro rata basis, for the remainder of any then-current term of this Agreement. Maintenance Services performed by ParTech after the termination of this Agreement shall be charged to the Customer at ParTech's applicable rates and terms then in effect for labor and materials supplied by ParTech. ParTech may suspend performance under this Agreement if Customer is in default or in arrears in payments to ParTech under this Agreement.
- 10. Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior or contemporaneous oral representations or understandings of any kind. This Agreement may not be modified except by written agreement signed by each of the parties hereto.
- 11. Waiver.** No course of dealing or failure by either party to strictly enforce any term, right or condition of this Agreement will be construed as a waiver thereof. The waiver of any breach or default under this Agreement by either party shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver of any other later breach or default. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of a claim or right unless the waiver or renunciation is in writing and signed by an officer of the aggrieved party.
- 12. Force Majeure.** ParTech shall not be responsible for failure to render Maintenance Services due to causes beyond its reasonable control, including, but not limited to, theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of a governmental body or authority, or shortage of materials.
- 13. Notices.** Service of all notices under this Agreement shall be in writing and sent by certified mail, postage prepaid, return receipt requested, and addressed to the parties at their addresses set forth hereinabove. Each party may change their notice address by written notice, as set forth herein, during the term of this Agreement.
- 14. Governing Law.** This Agreement will be construed in accordance with, and all disputes will be governed by, the laws of the State of New York, United States of America, without regard to its conflict of laws principles or rules.
- 15. Enforceability.** If any court of competent jurisdiction holds that any provision of this Agreement is illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected or impaired, and all remaining provisions hereof shall remain in full force and effect, provided that this provision shall not be applied to defeat the intent of the parties.