
Service Contract & Maintenance Options



1. Product Support

This contract is to provide periodic preventive maintenance and certification of the PowerQuick Ascender to ensure its continued safe, reliable operation. PowerQuick, Inc. and our approved maintenance facilities provide an exceptional level of pre- and post-sales support for all products. Highlights of this service include:

- Customer Service personnel available by phone to provide answers to all your operational and technical questions.
- Training provided through our Certified Trainers Program.
- Two service contract options that provide different levels of coverage depending on your individual needs.
- A loaner program to make sure you are never down while your ascender is being maintained and certified.
- A cost-effective upgrade program to make sure you always have the latest, most efficient powered ascender on the market.

2. Contract Specifications

PowerQuick, Inc. (Company) warrants to the Purchaser that the products being sold hereunder have the capacities and rating set forth in the product specifications and are free from defects in material and workmanship for a period of one year or 3.4 miles/6K (20,000 rotations as measured by the odometer on the unit) of use, whichever comes first. The Ascender must then undergo inspection and recertification by a PowerQuick, Inc. qualified maintenance facility under one of the Maintenance Options described in Section 5. Once recertified, the warranty is extended to the next certification period. Maintenance (other than preventive maintenance described in the PowerQuick Operations Manual for each model) performed by any other person or company voids all warranties. This contract goes into effect upon close of sale and is transferable. If the Ascender changes ownership, the new Purchaser should contact the nearest authorized service center immediately.

2.1. Limits of Liability

This coverage includes all internal parts or components as supplied by the manufacturer and does not include any liability for special, indirect or consequential damages. The Purchaser's sole remedy for performance or non-performance under these plans is limited to the replacement of parts and associated labor as would be required under the service agreement. There are no warranties of merchantability or otherwise which extend beyond the description enclosed in this contract and those expressly stated in these conditions.

2.2. Exclusions

PowerQuick, Inc. and/or our authorized distributors shall not be liable or responsible for any claims or charges associated with any loss of, or failure of the covered equipment that is directly or indirectly caused by or resulting from any of the following:

- Law or ordinance
- War, military or police action; insurrection, rebellion or revolution
- Fire, smoke or explosion
- Rust, corrosion and/or sediment damage
- Damage from immersion in water or other corrosive element
- Failure to abide by manufacturer's recall
- Misuse and/or tampering of the equipment for any purpose other than intended by the manufacturer.
- Failure to perform normal, routine or seasonal maintenance, adjustments and/or service as may be outlined in the installation and servicing instructions or owner's manual.
- Normal wear and tear to accessories used with the ascender

Ancillary equipment not covered under this Service Contract:

- Batteries
- Chargers

- Accessories

PowerQuick, Inc. does not warrant equipment manufactured by others, but will submit to buyer upon request the manufacturer's warranty, if any, and will assist buyer in securing the benefit of such warranty if inspection proves such parts defective.

In no event, whether as a result of breach of warranty or otherwise, shall PowerQuick, Inc. or our authorized distributors be liable for special or consequential damages. No warranty is included against any expense for consequential damages arising from use of the PowerQuick ascender or any defect. Owing to the widely varying conditions under which our products are used PowerQuick, Inc. cannot be and are not bound, and no person is authorized to bind PowerQuick, Inc. to any further warranty whatsoever, express or implied.

3. Term of Contract

This contract goes into effect upon close of sale and is effective for the life of your PowerQuick Ascender, as long as the unit is maintained under a service contract as defined in Section 5 "Contract Options". Rates may be updated on a year-to-year basis. You will be notified of any rate changes in advance. This contract is transferable. If the Ascender changes ownership, the new Purchaser must contact the nearest authorized service center immediately.

4. Record keeping/Maintenance Reports

Each PowerQuick Ascender has a unique serial number that is maintained in a central database used by all maintenance facilities worldwide. This database is a permanent record of all information related to your ascender including owner information, maintenance record, etc. and is maintained for the life of your PowerQuick Ascender. When an ascender is returned to the authorized maintenance facility it undergoes a complete diagnostics on PowerQuick, Inc.'s proprietary test equipment. This equipment measures every detail of the PowerQuick Ascender performance and safety and provides the maintenance technician with a detailed report. Once maintenance is completed, the unit is again subjected to diagnostic testing as part of the Quality Assurance program. The customer is provided with a printout of the pre and post maintenance test report. This report will include the date, pre-maintenance odometer reading, and the odometer reading and/or date for the next scheduled maintenance. These reports, as well as a record of all maintenance procedures or upgrades performed, are maintained in the permanent database. Owners may request a copy of the record on their ascender at any time from an authorized service center.

A "certification" tag will be placed on the ascender that indicates the maintenance date and provides the odometer reading indicating when the next required maintenance is due.

5. Service Contract Options

As with all mechanical equipment the PowerQuick Ascender is subject to wear under normal use. Depending on use conditions and environments, individual components and parts may wear at different rates. For this reason, we have developed a flexible multi-phase maintenance program that is tailored to individual user needs. Rates and service schedules are provided in the table following the description of the options.

5.1. Comprehensive 24-Hour On-Site Service

All approved PowerQuick maintenance facilities provide the option for 24-hour on-site field replacement. This option was designed for frequent users and includes a "loaner" Ascender for use while the Owner's unit is being maintained or repaired. This Option also provides for diagnostics and replacement of normal wear items associated with general maintenance such as capstan, bearings, seals, brake pads, etc. every 3.4 miles of use. Defective parts will be replaced solely at the discretion of the company. This Option also provides for a rebuild of the Ascender in the 11th maintenance cycle. All services are at a discounted price.

5.1.1. Loaner Ascender

An Ascender for use while the Owner's unit is being maintained or repaired is included at no additional charge with Comprehensive Option. The unit must be returned to PowerQuick, Inc. within three days from receipt of repaired ascender or will be assessed a rental fee of \$200 per week. Shipping box will include a postage paid label for return.

5.1.2. Field Response

In most cases field response is a last resort activity that most companies will use only when time is of the essence and there is no other way to provide on-site delivery or service.

1. Labor rates will be billed to the project on the basis of the hourly rates of the personnel assigned to the project:
 - a. Working hours are from 8:00 a.m. to 5:00 p.m., PST, Monday through Friday. During these hours the STANDARD labor rate will be in effect as set forth in the enclosed Schedule of Rates.
 - b. Work performed before 8:00 a.m. and after 5:00 p.m., PST, Monday through Friday, will be charged at O/T-1 labor rate (1.5 time STANDARD labor rate) as set forth in the enclosed Schedule of Rates.
 - c. Work performed on Saturdays and Sundays will be charged at O/T-1 labor rate (1.5 times STANDARD labor rate) as set forth in the enclosed Schedule of Rates.
 - d. Work performed on holidays will be charged at O/T-2 labor rate (2.0 times STANDARD labor rate) as set forth in the enclosed Schedule of Rates.
 - e. Travel time for will be charged at the STANDARD labor rate for travel on Monday through Friday, O/T-1 for travel on Saturday and Sunday, and O/T-2 for travel on U.S. holidays.

2. Expenses:
 - a. Travel, living, and operating expenses incurred by Company personnel as a consequence of work performed for a client will be charged at actual costs.
 - b. Air travel will be on Company's choice of airlines utilizing the most expeditious flights available.
 - c. Travel to a client's job site in personal vehicles will be charged on a per-mile basis according to following Schedule of Rates.

5.2. Standard Preventive Maintenance and Certification

This service is performed at a PowerQuick Certified Maintenance Facility. PowerQuick owners may either take their ascender to the facility in person or ship the ascender to the facility. Field service is available with this option, but at a higher rate than the Comprehensive option.

This Option provides for, diagnostics and replacement of normal wear items associated with general maintenance such as capstan, bearings, seals, brake pads, etc. every 3.4 miles of use. Defective parts will be replaced solely at the discretion of the company. This Option also includes a rebuild of the Ascender in the 11th maintenance cycle.

Standard Maintenance time is 5 working days.

This service is best suited for users who do not use the unit on a daily basis.

5.3. Reestablished Service

This Option is for purchaser's who have allowed their maintenance contract to lapse or who opted not to purchase a maintenance plan.

5.4. Replacement/Product Upgrades.

In the event that the technician determines that the PowerQuick ascender is not repairable (or is not cost effective to repair) as a result of normal wear and tear or user-induced damage, owners will receive a discount on a replacement unit.

From time to time PowerQuick, Inc. will develop upgraded parts or components for the PowerQuick Ascender. These components may be replaced automatically for owners with a Service Contract, at no additional cost to the owner, during the regular maintenance cycle.

PowerQuick, Inc. will also introduce upgraded versions of the ascender. Owners who wish to upgrade to the new version during the regular maintenance cycle will be offered a trade-in discount prorated to the life of their current ascender.

Service Contract Options And Prices

Program Feature	Basic Service PQS 0001	Comprehensive Service PQS 0002	Reestablished Service PQS 0003
Annual Fee	\$500	\$2500 per contract. \$500 per additional ascender. Limited to 5 ascenders per contract.	No Annual Fee
Preventive Maintenance Every 3.4 miles/use Inspection/replacement of capstan, bearings, seals. Recertification	Inspect capstan, bearings, seals. Replace as needed \$200	Replace general Maintenance Items \$150	Time and Materials
On 11th Service Inspection/replacement of capstan, bearings, seals. Inspection/replacement of major components as needed. Recertification	Inspection/replacement of capstan, bearings, seals. Inspection/replacement of major components \$300	Inspection/replacement of capstan, bearings, seals. Inspection/replacement of major components \$150	Time and Materials
Loaner Ascender	\$500*	Included in Service Fee*	
Initial Phone Response	24-hour	24-hour	Weekdays 8 am to 5 pm
On-site Response		\$25/hr 8:00 a.m. to 5:00 p.m., PST, Monday through Friday \$37.5/hr Before 8:00 a.m. and after 5:00 p.m., PST, Monday through Friday	
Certification to Reestablish Expired Warranty	N/A	N/A	Inspection/replacement of capstan, bearings, seals. Inspection/replacement of major components \$800 plus Time & Materials
Replacement/Upgrade When damaged beyond safe repair or when upgrading to a new version	\$Actual material and man-hours costs	\$Actual material and man-hours costs not to exceed \$3,000	Full Retail Cost

* Loaner for time of repair. To be returned within 3 days of receipt of repaired ascender or subject to rental charges of \$500 per week.

6. Invoicing

Upon credit approval, PowerQuick, Inc. will invoice the client for the services performed and materials supplied, and the expenses incurred by PowerQuick, Inc. personnel on assignment to the client to the extent described in this contract and the Schedule of Rates, published and enclosed as part of this Service Contract. All invoices are net and payable in U.S. dollars drawn on a U.S. bank within thirty (30) days of the date of the invoice. At its discretion PowerQuick, Inc. reserves the right to require full or partial payment in advance. Invoices not paid in accordance with the terms set forth above are subject to interest charges at the rate of 1 1/2 percent per month, unless prohibited by law, in which case invoices will be subject to interest at the maximum legal contract rate.

7. How to Request Service

For the standard maintenance option, package your ascender and ship it with a Request for Service to your authorized service center. A maintenance request form is located at the end of this contract. It is also available for download from our web site at www.powerquickinc.com.

In the case of field service, a written purchase order on company stationery, or its equivalent, indicating the location and scope of the work to be performed is required before Company personnel can be dispatched to a client's job site, whether an operating plant, shipyard, marina, or a waterborne vessel underway or at dockside.

The purchase order, for either field service or plant service, must be executed by those authorized to enter into such contracts in the name of the client. In emergency situations, verbal requests may be honored; however, a written purchase order marked CONFIRMING must be provided as soon as possible thereafter. A purchase order from a client will constitute acceptance of all terms and conditions in this contract. Any oral or written purchase order submitted to and accepted by PowerQuick, Inc. or an authorized maintenance facility will be subject to and be deemed to incorporate by reference the terms and conditions set forth in this service contract. No additional or different terms will apply unless expressly agreed to by the maintenance facility in writing. Acceptance of or payment for any services constitutes Buyer's agreement to the terms and conditions contained in this service contract.

8. Safety Devices, Legal Requirements

Seller shall not be required to furnish any safety devices required by law or otherwise, except those specified herein, seller does not warrant or guarantee that the equipment sold hereunder will comply with local, state or federal laws or regulations or electrical, building or other codes or requirements.

9. Laws, Regulations, Codes

The equipment sold hereunder is designed and manufactured to comply with provisions of:

- ECC, 98/37 EC Machinery Safety
- US Federal Spec RR-S-001301 Safety Equipment, Climbing: 22 June 1967
- MIL-S-87966 Safety Equipment
- B.C. Reg. 585/77 8.100 Canada Health & Safety Code
- AS/NZS 4488.1:1997 Industrial rope access systems - Specifications
- ASTM F 887 Standard Specifications for Personal Climbing Equipment

Use instructions were prepared using the following Guidelines:

- BS 7985: 2002 British Standard Code of Practice The use of rope access methods for industrial purposes.
- Industrial Rope Access Trade Association (IRATA) 2000 Guidelines on the use of rope access for industrial purposes
- AS/NZS 4488.1,2 Australian/New Zealand Standard & AS/NZS 1891
- Society of Professional Rope Access Technicians "Safe Practices for Roped Access Work"
- Canadian Safety Agency "Industrial Health & Safety Regulation"
- US 29 CFR Non-Mandatory Guidelines for Complying with 1926.502(d) – 126, Subpart M APP C
- US 29 CFR 1910.268 Special Industries

Safety elements and general climbing instructions in the Operations Manual are provided as general guidelines ONLY and DO NOT supercede Federal, State, or other requirements or the guidelines of Professional Associations which may have jurisdiction for your specific industry or in your particular area. Compliance with all federal, state or local laws or regulations is the responsibility of the user.

10. Indemnification

Buyer shall comply and require its employees to comply with all instructions given by PowerQuick, Inc. regarding installation, use and maintenance of the equipment described herein and shall require its employees to use reasonable care and utilize all safety devices in the operation and maintenance of said equipment. Buyer shall not remove or permit removal or modification of any safety devices or warning signs or labels, Buyer shall immediately give PowerQuick, Inc. written notice (within 24 hours of occurrence) of any personal injury or property damage arising out of the use of the equipment and cooperate with PowerQuick, Inc. in investigating any such accident or malfunction. Buyer agrees to indemnify and hold PowerQuick, Inc. and its suppliers and distributors harmless from any and all claims, demands, liabilities, causes of action, suits, costs and expenses of any kind and nature (including

attorney's fees) for personal injury and/or property damage arising from or in any way connected with the operations activities or use of the equipment described herein.

Buyer agrees to indemnify and hold PowerQuick, Inc. and its suppliers and distributors harmless from any and all claims, demands, liabilities, causes of action, suits, costs and expenses of any kind or nature (including attorney's fees) for loss or damage to persons or property, arising out of use of the ascender and accessories.

11. Cancellation

Buyer may cancel this maintenance contract upon notification in writing to PowerQuick, Inc. or an authorized distributor or maintenance facility. Cancellation will, however, void all future warranties for the PowerQuick ascender.

12. Contract Acceptance

Purchaser elects the following maintenance Option:

- Standard Preventive Maintenance and Certification
- Comprehensive 24-Hour On-Site Service
- We Decline a Maintenance Contract at this Time

The undersigned hereby agree to the terms and conditions of this contract.

Purchaser

Sales Representative

Title _____

Title _____

Date _____

Date _____

Request for Service Form (available for download at www.powerquickinc.com)

Company Name

Contact: _____
Address: _____

Phone Number: _____
E-Mail: _____

Product Information

Ascender Model _____
Serial Number _____
Odometer Reading _____
Date Shipped: _____

Service Requested Standard Preventive Maintenance & Recertification Repair Other
Have you experienced any specific problems with your PowerQuick Ascender? (*describe*)

Payment Method

Credit Card: Master Card Visa American Express Purchase Order
 Wire Transfer: (Call for account Information) Bank Draft
Name On Card: _____ Expiration Date: ____/____/20____
Purchase Order #: (*with approved Credit or CC #*) _____

Billing Information

Address: _____

Shipping Information (if different from billing)

Address: _____

For Office Use Only

Received By: _____
Work Order # _____
QA/QC Inspector: _____

Received Date: _____
Assigned To: _____
Ship Date _____