

## Mobile Pre-Scheduled Maintenance and Services Agreement

Company Details:			
Company Name:			
Customer Account Number:			
Address:			
City, State, Zip:			
Phone Number:		Email Address:	
Customer Representative Contact Details			
Company Representative:			
Phone Number:		Email Address:	
Vehicle / Equipment Details			
Service Order (to be completed by FS Solutions Representative):			
Serial #:		Vin #:	
Make:		Year:	
Notes: (include any additional details)			

**Service Agreement Terms:**

This Mobile Pre-Scheduled Maintenance and Services Agreement (the "Agreement"), is by and between Guzzler Manufacturing, Inc. dba FS Solutions ("FS Solutions") and the company listed above (the "Customer" and together with FS Solutions, the "Parties," and each a "Party"). FS solutions shall provide to Customer the services which covers a maximum of four (4) visits within one (1) calendar year to perform regular maintenance on engine compartment, blower motor, transfer case and hydraulic system and greasing of the entire unit from bumper to bumper (the "Services"). A visual inspection will be performed on all (4) pre-scheduled maintenance service visits to identify potential components in need of replacement or repair.

Any additionally recommended repairs at time of pre-scheduled maintenance service to be quoted and approved before work starts.

**Parts Discount:**

10% discount will be applied to parts installed during the field service appointment.

**Service Agreement Fee:**

per mile and convenience and disposal fees apply if performed on-site per unit\*. Service visit includes labor, parts >>

If multiple units are being serviced at the same on-site remote location, additional charges for overnight stay and per diem apply and will be based on a calculated average per unit.

The Customer shall reimburse FS Solutions for all reasonable expenses incurred in connection with the Services.

**Service Appointment Frequency and Records:**

Service will be scheduled and recorded by FS Solutions Mobile Service Technician in an automated calendar to assure that all services for your unit remain up to date and on time. customer will be notified one week prior to service being due.

Services will be performed every 400 hours or every 3 months, whichever is reached sooner. As needed, additional pre-scheduled maintenance services will be billed at a single visit rate.

\*Service rates and parts pricing may be subject to change without notice.

**Limited Warranty and Limitation of Liability:**

1. FS Solutions warrants that it shall perform the Services:
  - a. Using personnel of commercially reasonable skill, experience and qualifications.
  - b. In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.
  
2. FS Solutions makes no warranties except for that provided in this section. All other warranties, express and implied, are expressly disclaimed.

**Limitation of Liability:**

1. IN NO EVENT SHALL FS SOLUTIONS BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
2. IN NO EVENT SHALL FS SOLUTIONS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO FS SOLUTIONS PURSUANT TO THIS AGREEMENT.

**Cancellation Policy:**

Either party may terminate this Agreement, effective upon thirty (30) days advance written notice to the other party (the "Defaulting Party") if the Defaulting Party:

1. Materially breaches this Agreement, and the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach is incapable of cure.
2. Becomes insolvent or admits its inability to pay its debts generally as they become due.
3. Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.
4. Is dissolved or liquidated or takes any corporate action for such purpose.
5. Makes a general assignment for the benefit of creditors.

Notwithstanding anything to the contrary to this section, FS Solutions may terminate this Agreement before the end of the term on ten (10) days written notice if Customer fails to pay any amount when due hereunder: (a) and such failure continues for ten (10) days after Customer's receipt of written notice of nonpayment; or (b) more than two (2) times in any six month period.

In the event that the Agreement is terminated, Customer will be responsible for any party inventory pre-ordered or stocked to perform next anticipated on-site service costs (filters, oils, etc.) stocked to perform services per the contract.

**Entire Agreement:**

This Agreement contains the entire agreement and understanding between FS Solutions and the Customer with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever.

**Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflicts of law provisions and principles thereof.

**Waiver:**

No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**Counterparts:**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts of this Agreement, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

**Severability:**

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction, provided that each party can obtain substantially all of the benefits anticipated by this Agreement.

**Amendments:**

No amendment, modification, or waiver of any provision of this Agreement shall be binding unless in writing and signed by the party against whom the operation of such amendment, modification, or waiver is sought to be enforced.

**Assignment:**

Customer shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of FS Solutions. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Customer of any of its obligations under this Agreement.

**Successors and Assigns:**

This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

**Force Majeure:**

Neither party shall be entitled to recover damages or terminate this Agreement by virtue of any delay or default in performance by the other party (other than a delay or default in the payment of money) if such delay or default is caused by Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected; provided that the party experiencing the difficulty shall give the other prompt written notice following the occurrence of the cause relied upon, explaining the cause and its effect in reasonable detail. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

I agree to the above terms: YES  NO

Name: (Print) \_\_\_\_\_

Authorized Customer Representative Signature: \_\_\_\_\_

Date: Month/Day/Year \_\_\_\_\_

Service Manger name: (print) \_\_\_\_\_

Service Manager Signature: \_\_\_\_\_

Date: Month/Day/Year \_\_\_\_\_