

# US Preventative Maintenance Agreement

FEB 12 '11

**Preventative Maintenance ("PM"):** The care and servicing by personnel for the purpose of maintaining equipment in satisfactory operating condition by providing for systematic inspection, detection, and correction of incipient failures either before they occur or before they develop into major problems.

**Annual Preventative Service Maintenance Charge:** Subject to paragraph (3) below, those charges set forth by ITW United Silicone ("US") for the following equipment:

Equipment:	Serial Number:
M100 Stamp Machine - Hot	01576

**Parties to Agreement:** ITW United Silicone ("US"), a division of Illinois Tool Works Inc, located at 4471 Walden Ave, Lancaster, NY 14086, shall maintain the equipment for **A & S Marketing Inc.** (the "Customer"), located at **1120 SE Morrison Street, Portland, OR 97214-2419**, subject to the terms and conditions set forth in this agreement.

**1. Scheduling Preventative Maintenance Visits:** For PM scheduling, please call **Technical Support at (800) 639-3799; option 1** between 7:00 AM and 4:30 PM Central Standard Time, Monday through Friday, (excluding Company observed holidays, unless otherwise specified in the Equipment Order). Regular holidays include New Years Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, unless US notifies you otherwise. **PM calls completed outside the standard service times (7:00 AM and 4:30 PM Local Time, Monday through Friday) may be priced at premium rates.**

Preventative maintenance visits can be completely prescheduled upon the execution date of this contract or separately prescheduled at a minimum of three weeks prior to the desired visitation dates. All PM calls covered under this contract must be scheduled and completed within one year of the date of contract execution. Scheduling and usage of all PM calls is to be managed by the Customer. **All PM calls not used are forfeit upon completion of this annual contract.**

**2. Effective Date and Term of Agreement:** This agreement between US and the Customer shall become effective on the date of execution by both parties and shall have an initial term of one (1) year ("Initial Term").

**3. Service Charge:** Customer shall pay US the selected amount below plus applicable taxes divided into monthly amounts, subject to adjustments, which shall be paid by Customer in advance of or no later than 30 days following the first day of each month. If all calls are used prior to the contract end date, the remaining balance will be billed in a single invoice unless otherwise agreed by the parties. **Early contract cancellation will result in penalties. Replacement parts used during PM visits and their associated freight costs are not included in PM rates below.**

Annual Preventative Maintenance Call Count:	Total Annual Rate (Billed Monthly)
3 PM Visits (Jan, May, Sept)	\$2544.00

**4. Scope of Service Maintenance:** Customer will receive a specific number of preventative maintenance visits. These visits will occur periodically over the year of this agreement and may be scheduled through the technical support number noted in paragraph (1) above. The specific number of preventative maintenance visits for subsequent one-year terms shall be determined by mutual agreement of the parties. Customer should schedule visits with US a minimum of three weeks in advance for all preventative maintenance as noted in paragraph (1) above. Preventative maintenance visits must be scheduled within the term of this agreement and may not be carried over beyond the term of this agreement as noted in paragraph (1). The preventative maintenance visits will be performed during US Regular Business Hours unless otherwise agreed upon by the parties.

**5. Replacement Parts & Freight:** Replacement parts and freight will be invoiced to the Customer. Replacement parts are warranted for thirty (30) days from the date of installation. **All part orders associated with a preventative maintenance and service agreement are entitled to an extra 15% discount.**

**6. Transferability:** This Agreement is not transferable.

**7. Disclaimer:** US shall not be liable for any loss, cost, damage or other expenses arising out of or in connection with any delay in providing Preventative Maintenance under this agreement, even if US has been advised of the possibility of such damages.