

**Ring Power**<sup>®</sup>**CAT**<sup>®</sup>

# PM AGREEMENT

## RING POWER PREMIUM MAINTENANCE PLAN AGREEMENT

CUSTOMER ACCOUNT NAME: \_\_\_\_\_

CUSTOMER ACCOUNT NUMBER: \_\_\_\_\_

CUSTOMER NAME AND CONTACT NUMBER FOR P.M. SCHEDULING: \_\_\_\_\_

CONDITION MONITORING EMAIL ADDRESS: \_\_\_\_\_

P.M. CHECKLIST EMAIL ADDRESS: \_\_\_\_\_

P.M. INTERVAL SELECTED (BASED ON APPLICATION AND LOAD)  250 HOURS  350 HOURS  500 HOURS**DEALERSHIP RESPONSIBILITIES**

Track and Schedule PM Service

Visual Walk-Around Inspection With Machine-Specific Checklist.

Check All Fluid Levels All Compartments, top off. 1st Gallon Included

Change Oil And Filters In Accordance With Mfg. Lubrication And Maintenance Guide

Perform Scheduled Oil Sampling (SOSs) All Compartments

Change Primary Air Filter Change Secondary Air Filter @ 500 Hours

Visually Inspect Cooling System For Leaks And Damage

Clean, Check, And Fill Batteries

Change Fuel Filters / Water Separator

Grease Entire Machine

Dispose Of Waste Oil And Used Filters

Safety Inspection Including Horn, Back-Up Alarm, Seat Belts

Change Air Conditioning Filters As Needed For An Additional Charge

Personal Consultation On Abnormal Oil Samples And Problems Detected On Checklist

Fill Lincoln Auto Lube Reservoir

Maintain Records Of All P.M. Service History

Test Gauges/Indicators

**CUSTOMER RESPONSIBILITIES**

Maintain a Working Telematics System, Product Link or Equivalent

Grease Machine and Check Oil Levels Daily  
Top off as necessary with fluids meeting OEM specificationsPerform 10, 50, and 100 Hour Maintenance  
As outlined in the lubrication and maintenance manualPerform All Cooling System Maintenance  
As Required By Lubrication And Maintenance ManualMake Machine Available For P.M. Service  
Upon Arrival Of P.M. Technician

***Condition Monitoring service is included with Ring Power's Premium P.M. agreements.***

*Our C.M. analyst will manage the following fleet services:*

- *Track hours and schedule services in advance and on time*
- *Ensure the correct P.M. service level is performed*
- *Monitor and present a bi-weekly machine utilization and health report*

**TERMS OF AGREEMENT:**

Labor and Fluid prices are guaranteed for 12 months from enrollment date. Agreements will auto renew after 12 months and are subject to pricing adjustments. Agreement can be cancelled by either party at any time. All Ring Power standard terms and conditions are applicable (see reverse.)

Executed by the fully authorized representative of \_\_\_\_\_,

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Customer Name (Signed): \_\_\_\_\_

CustomerName (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Accepted By (Salesman): \_\_\_\_\_ on behalf of Ring Power Corporation.

Agreement Number: \_\_\_\_\_

## **THIS WORK ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

- 1. AUTHORITY TO PERFORM REPAIRS.** It is understood that, "upon receipt" of any item of equipment for repair, maintenance or other work, Ring Power may examine the item of equipment as to work which Ring Power may suggest to be performed in addition to whatever work, if any, might have been requested by customer. All work (requested by customer or suggested by Ring Power) to be noted on a form as supplied by Ring Power.
  - (a) Time and Material Work** - Ring Power will proceed with the work agreed upon at current labor and parts prices.
  - (b) Firm Price** - If requested, a firm price in writing will be given to the customer for labor and/or parts to do a specific repair. Any agreed upon repair order not covered by a firm written quotation will be billed at current time and material prices.
  - (c) Unforeseen Problems or Additional Repairs.** In the event that during the course of the Work, additional repair work is found to be necessary pursuant to Ring Power's examination and inspection of the Equipment, then in such event Ring Power will attempt to communicate with the Customer as to the additional repair work; provided, however, that in the event Ring Power is unable to communicate with the Customer, then Ring Power, at its sole discretion, shall have the absolute right to cease any and all repairs on the Equipment until such time as the additional repairs are discussed with the Customer. In the event the Customer consents to the additional repairs, Ring Power shall have the right to proceed with the repair of the same without further communication with the Customer and any and all additional repairs will be charged to the Customer at current time and material prices.
- 2. HOLD HARMLESS AGREEMENT FOR CUSTOMER PARTICIPATION IN SERVICE WORK** - In the event customer or customers' personnel assists our mechanics in performing service work, customer agrees to hold harmless and fully indemnifying Power for injuries or damages to anyone arising out of customer assisting Ring Power personnel in servicing or repairing customer's equipment.
- 3. WARRANTY INFORMATION** - Ring Power warrants the work performed to be free from defects in material and workmanship for a period of ninety days. Ring Power's obligation under this warranty shall be limited to the repair or replacement at Ring Power's premises of those new parts previously installed or labor previously performed demonstrated to be defective. SUCH REMEDY SHALL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND CUSTOMER HEREBY AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO CLAIMS FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE, INCLUDING LOSS OF TIME, WHATSOEVER. OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL DAMAGE OR INCIDENTAL OR ECONOMIC LOSS) SHALL BE AVAILABLE TO CUSTOMER. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SUBSTANDARD REPAIR WORK MAY BE PERFORMED UPON REQUEST OF CUSTOMER AND ACCORDING TO CUSTOMER'S INSTRUCTIONS BUT SUCH WORK WILL CARRY ABSOLUTELY NO WARRANTY WHATSOEVER. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT NO VERBAL CONTRACTS, AGREEMENTS OR WARRANTIES OTHER THAN WHAT IS SET FORTH HEREIN HAVE BEEN RECEIVED OR GIVEN.
- 4. PAYMENT** - Customer will make payment for services rendered by Ring Power pursuant to this work order at such times and in such manner as may be prescribed by Ring Power. In the event of nonpayment by a customer, the cost incurred by Ring Power in collecting the indebtedness, including attorney's fees and expenses, both in the trial court and on any and all appeals, with interest at the maximum rate allowed by law from date of expenditure, shall be added to the principal amount of the indebtedness owed to Ring Power. These provisions are not exclusive and Ring Power may elect other remedies at law and at equity.
- 5. RISK OF LOSS** - Ring Power carries an Equipment Floater Insurance Policy covering all risk (except war, wear and tear, etc.) for the current value (replacement cost less depreciation) on customer's equipment in Ring Power's custody or control. All risk of loss and damage not covered in above policy shall be borne solely by its owner.
- 6. SEVERABILITY CLAUSE** - Any provisions of this Agreement found to be prohibited by law shall be immediately ineffective to the extent of such prohibition without invalidating the rest of this Agreement.
- 7. APPLICABLE LAW** - This Agreement shall be deemed to be governed by the laws of the State of Florida.