

**TERMS OF SERVICE**  
AVIDTEK, LLC

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY, BY USING THE SERVICES DESCRIBED HEREIN, YOU AGREE TO THESE GENERAL AND SPECIFIC TERMS AND CONDITIONS OF SAID SERVICES.**

This agreement governs the use of Avidtek, LLC and all of its services provided directly and/or indirectly to you. Avidtek, LLC reserves the right, in its discretion, to change or modify all or any part of this Agreement at any time. Your continued use of Avidtek, LLC services constitutes your binding acceptance of these terms and conditions, including any changes or modifications made by Avidtek, LLC as permitted above. If at any time the terms and conditions of this Agreement are no longer acceptable to you, you should immediately cease using any services provided by Avidtek, LLC or its affiliates.

**Introduction:** Avidtek, LLC, referred to as the 'Company' or 'Avidtek', provides a varied range of industrial machine repair services. You referred to as the 'Customer', have contacted Avidtek to perform one or several of the services we provide. Avidtek will provide the customer with a standard 'Quote' before services are rendered; the Customer accepts this quote as a valid contract of services by signing and returning the Quote to Avidtek.

**Quote:** The Quote provided by Avidtek to the Customer contains estimates for services said Customer has requested. As such the final cost of services may vary up to twenty-five percent (25%) of original Quote. If while performing the requested services Avidtek finds that the final cost to the Customer has exceeded the price listed in the Quote, Avidtek will contact the Customer and will offer advice on the situation.

**Standard Charges:** It is Avidtek policy that all new customers must, unless otherwise agreed upon, provide to Avidtek all travel related expenses and a minimum of one days service (10 hours) before Avidtek will render services.

**Service Conditions:** Avidtek must follow all specified laws and guidelines in regard to work and working conditions of the state we are providing services in. The Customer is responsible for informing Avidtek of any special conditions that are in place before work has begun, such as MSDS related items, any hazardous materials or conditions in place, or any other applicable item(s) that might adversely affect the safety of Avidtek personnel. Avidtek defines 10 hours of service, not including lunch or breaks, as a standard work day. Any work related time spent, including but not limited to travel, meetings, conferences, service, et cetera, constitutes portions of the 10 hour day standard. Any work, or work-related activities that exceed the 10 hour day will be considered overtime, paid at 1.5 times current rate, including but not limited to travel, meetings, conferences, services, et cetera. Breaks are taken at the discretion of Avidtek personnel. Avidtek personnel are allowed one 60 minute lunch break, and one 60 minute dinner break. Avidtek reserves the right to stop work and walk away from any situations that seem inhospitable, unsafe, or uncomfortable.

**Completion of Work:** Upon completion of work Avidtek will furnish the Customer with a "Service Report" detailing work that has be completed, and an "Invoice" detailing final costs of rendered services. The Service Report contains a portion that the Customer must sign signifying the completion of all tasks and the working condition of the machine, unless other arrangements have been agreed upon. The Invoice will contain a breakdown of all service related costs, including but not limited to, travel expenses, per-diem, material costs, labor, et al.

**Customer Payment Policy:** All payments must be received by Avidtek within 21 days of the date of the Invoice. Any payments received after said date will be deemed late and subject to a late

fee equal to 3% per week of the outstanding unpaid amount. The customer is also responsible for all attorneys' fees, court costs, and related expenses incurred in the event payment is not timely made and proceedings are brought by Avidtek, LLC to collect sums owed.

**Cancellation:** If for any reason the Customer decides to cancel work already scheduled Avidtek will invoice the customer a fifteen percent cancellation fee (15%) based on the estimate listed in the Quote. This fee covers any travel expenses already incurred by Avidtek, and the administrative costs of handling the scheduled services.

**Guarantees and Warranty:** This document is not a guarantee or warranty of any services or products rendered by Avidtek.

**Joint Venture:** This document does not create a joint venture, partnership or mutual undertaking between Avidtek and the Customer and shall at all times be viewed with that intent.

**Severability:** The provisions of this document are severable. If one or more provisions of this document are found judiciously unenforceable, in whole or in part, the remaining provisions remain binding and enforceable to the extent of the conditions thereof.

**Governing Law:** This document and any matter arising from said document shall be governed by the laws of the State of Ohio, and all parties agree to submit to the exclusive jurisdiction of the courts of Ohio, and heretofore agree that the venue shall lie only with the district courts of Hamilton County, OHIO.

**Headings:** The headings of each provision are included for the party's convenience and shall in no way effect or construe the meaning of the provisions of this document.

**Counterparts:** This document shall be executed singly or in conjunction with other documents, each of which will be considered the original, but all of which together constitutes a single instrument.

**Entire Agreement:** This document constitutes an agreement between the parties and supercedes any prior agreements, written and oral, among the parties. This document cannot be modified in any way without the prior written consent of the combined parties.