



## EXTENDED HARDWARE WARRANTY AGREEMENT

THIS EXTENDED HARDWARE WARRANTY AGREEMENT (the “Agreement”) is made effective from the date of shipment by and between ITC Systems Corp. (the “Company”), a corporation formed under the laws of the State of Delaware, and Everett Public Library (the “Customer”), a Municipal Public Library formed under the laws of the Revised Code of Washington.

### 1. WARRANTY COVERAGE

The extended warranty coverage period will be for a 5 year term, which includes ITC Systems manufacturer’s warranty plus the 4 year extended term. ITC warrants the original purchaser that the **ITC hardware** will be free from defects in design, workmanship and materials under substantiated normal use for a period of 5 years from the date of shipment from ITC to the original purchaser, subject to the exclusions and limitations set out below. This warranty is only applicable to the ITC Base Unit hardware and does not apply to the replacement of options or accessories manufactured by 3rd parties. These items are covered as per the original manufacturer.

The original purchaser shall without undue delay notify ITC of any defect that appears in the ITC Hardware in accordance with ITC’s RMA handling. Failure to notify ITC of said defect shall mean that the original purchaser loses the right to have the defect remedied. A valid form of bill of sale or receipt, substantiating the purchase and the date thereof, may be requested, and if so, must be presented to ITC within the warranty period to obtain warranty service. The sole remedy of the original purchaser and ITC’s sole and exclusive liability shall be limited to, at ITC’s sole discretion, either repair of the ITC Hardware using new or refurbished replacement parts, or replacement of the ITC Hardware. Repaired ITC Hardware or replacement hardware products will be warranted under the terms set forth herein for the remainder of the original warranty period or ninety (90) days, whichever is longer. This Warranty is applicable in all countries and may be enforced by contacting ITC Support. ITC reserves the right to refund the purchase price as its exclusive warranty remedy.

### 2. REMEDY

In the event of a breach of the Warranty, the Company shall, at its sole option and expense, promptly repair or replace the defective Products or refund the purchase price. Such remedy shall be the Customer’s sole and exclusive remedy for any breach of warranty.

### **3. WARRANTY EXCLUSIONS AND LIMITATIONS**

This Warranty is contingent upon proper warehousing, shipment and substantiated normal use of the ITC Hardware, and specifically does not apply if the ITC Hardware has had the model or serial number altered, defaced or removed, or to defects attributable to (i) modifications to or alterations of the ITC Hardware by any party other than ITC, (ii) faulty maintenance, incorrect installation or faulty repair by any party other than ITC, (iii) use of the ITC Hardware for a purpose for which it was not designed or intended, (iv) normal wear and tear or deterioration, or (v) misuse, abuse, negligence or accidents.

This Warranty does not apply to ITC Hardware that was purchased “as is” or where ITC, the seller or the liquidator expressly has disclaimed their warranty obligation pertaining to the product. Also, the Warranty only applies to ITC Hardware purchased from an authorized distributor/reseller. Furthermore, this Warranty only applies if and to the extent that it is not in conflict with applicable export control regulations, sanctions or embargos.

#### **a. WHAT IS COVERED:**

1. All mechanical and software components on Base Unit.
2. All labor required.
3. Return shipping.

#### **b. WHAT IS NOT COVERED:**

1. Options or accessories manufactured by 3rd parties. These items are covered as per the original manufacturer.
2. Loss and theft.
3. Intentional physical damage, misuse, or abuse.
4. Products with altered or missing serial numbers.
5. Service performed by unauthorized repair personnel.
6. Cosmetic damage and problems due to improper and/or non-factory authorized installation or repairs.
7. Acts of God.
8. Consequential or incidental damages, including, but not limited to, loss of use, loss of business, loss of profits, loss of data, down-time and charges for time and effort.
9. Any fees related to third-party contracts.
10. “No Problem Found” diagnosis or failure to follow the manufacturer’s instructions.

### **4. CANCELLATION**

The Customer may cancel this contract at any time with a 30-day written notice but the Customer will be responsible for paying out the remainder of the Agreement and all amounts owing.

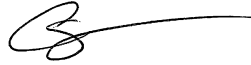


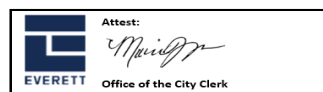
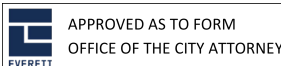
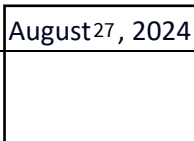
## 5. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the parties with respect to its subject matter and supersedes any previous communication or agreements that may exist.

THE WARRANTY PROVIDED ABOVE IS THE ONLY WARRANTY APPLICABLE BETWEEN THE ORIGINAL PURCHASER AND ITC WITH RESPECT TO THE ITC HARDWARE AND NO OTHER WARRANTIES OF ANY KIND SHALL APPLY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ITC DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES OTHER THAN THE EXPRESS WARRANTIES SET FORTH ABOVE, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF WARRANTIES AS SET FORTH HEREIN. IF LAWS UNDER SUCH JURISDICTIONS APPLY, THEN ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED TO THE WARRANTY PERIODS IDENTIFIED ABOVE, AND OTHERWISE TO THE MAXIMUM EXTENT PERMITTED BY LAW. EXCEPT AS PROVIDED IN THIS WRITTEN WARRANTY OR TO THE MINIMUM EXTENT REQUIRED BY MANDATORY LAW, NEITHER ITC NOR ANY OF ITS AFFILIATES SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT LOSSES OR DAMAGES INCLUDING LOSS OF DATA, LOSS OF PROFIT, REVENUE OR PRODUCTION, INTEREST ON INVESTMENTS, LOSS OF GOODWILL, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS OR CLAIMS OF CUSTOMERS REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME. ITC'S TOTAL AND AGGREGATE LIABILITY FOR ALL CLAIMS UNDER THIS WARRANTY SHALL BE LIMITED TO AND IN NO CASE EXCEED THE PRICE PAID FOR THE ITC HARDWARE. THESE LIMITATIONS ON POTENTIAL LIABILITIES HAVE BEEN AN ESSENTIAL CONDITION IN SETTING THE PRODUCT PRICE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

ITC Systems Corp.	City of Everett (Everett Public Library)
Signature: <i>K. Andrew White</i>	Signature: 
Signatory (PRINT NAME): K. Andrew White Email: andrew.white@itcsystems.com	Signatory (PRINT NAME): Cassie Franklin, Mayor Email:
Date: August 27, 2024	Date: 08/27/2024













# Extended Hardware Warranty Agreement-en-US-202407 (Everett PL)us\_8.14.24\_SD

Final Audit Report

2024-08-27


Created:	2024-08-26
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA27oil4vplj-_ycpxV1rApm1ZRA5JD4Q

## "Extended Hardware Warranty Agreement-en-US-202407 (Everett PL)us\_8.14.24\_SD" History


-  Document created by Marista Jorve (mjorve@everettwa.gov)  
2024-08-26 - 9:43:33 PM GMT
-  Document emailed to Meghan Edwards-Bond (MEdwards-Bond@everettwa.gov) for approval  
2024-08-26 - 9:44:32 PM GMT
-  Email viewed by Meghan Edwards-Bond (MEdwards-Bond@everettwa.gov)  
2024-08-26 - 9:45:45 PM GMT
-  Document approved by Meghan Edwards-Bond (MEdwards-Bond@everettwa.gov)  
Approval Date: 2024-08-26 - 9:45:55 PM GMT - Time Source: server
-  Document emailed to Abigail Cooley (ACooley@everettwa.gov) for approval  
2024-08-26 - 9:45:58 PM GMT
-  Email viewed by Abigail Cooley (ACooley@everettwa.gov)  
2024-08-26 - 10:49:47 PM GMT
-  Document approved by Abigail Cooley (ACooley@everettwa.gov)  
Approval Date: 2024-08-26 - 10:50:02 PM GMT - Time Source: server
-  Document emailed to andrew.white@itcsystems.com for signature  
2024-08-26 - 10:50:05 PM GMT
-  Email viewed by andrew.white@itcsystems.com  
2024-08-27 - 1:38:17 AM GMT
-  Signer andrew.white@itcsystems.com entered name at signing as K. Andrew White  
2024-08-27 - 11:11:45 AM GMT

 Document e-signed by K. Andrew White (andrew.white@itcsystems.com)

Signature Date: 2024-08-27 - 11:11:47 AM GMT - Time Source: server

 Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval

2024-08-27 - 11:11:49 AM GMT

 Email viewed by Tim Benedict (TBenedict@everettwa.gov)

2024-08-27 - 2:07:18 PM GMT

 Document approved by Tim Benedict (TBenedict@everettwa.gov)

Approval Date: 2024-08-27 - 2:07:32 PM GMT - Time Source: server

 Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature

2024-08-27 - 2:07:35 PM GMT

 Email viewed by Cassie Franklin (cfranklin@everettwa.gov)

2024-08-27 - 2:32:04 PM GMT

 Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)

Signature Date: 2024-08-27 - 2:32:12 PM GMT - Time Source: server

 Document emailed to Marista Jorve (mjorve@everettwa.gov) for approval

2024-08-27 - 2:32:15 PM GMT

 Document approved by Marista Jorve (mjorve@everettwa.gov)

Approval Date: 2024-08-27 - 3:34:08 PM GMT - Time Source: server

 Agreement completed.

2024-08-27 - 3:34:08 PM GMT