

- d) PSSNA-PA may offer, from time to time, pre-paid service plans to Owners of System(s); inquiries should be directed to PSSNA-PA.
- 3)
 - a) PSSNA-PA shall provide all tools, equipment, parts and labor necessary to service and repair the System(s). Owner shall cooperate fully with PSSNA-PA in order to enable PSSNA-PA to perform such service and repair, including, without limitation, Owner's provision of (i) access to the System(s), (ii) a safe working environment, and (iii) all necessary utilities.
 - b) PSSNA-PA shall not be responsible for repairing cosmetic damages (e.g., paint scratches) to the System(s). PSSNA-PA may, in its sole and absolute discretion, refuse to provide any fault diagnosis and repair service if Owner has failed to perform preventative maintenance on the System(s) in accordance with the schedule therefor set forth in the applicable owner's manual, or if, in PFSA's sole and final determination, Owner has abused, misused, neglected, mishandled, misapplied, modified or altered the System(s).
- 4)
 - a) Owner understand and agrees that PSSNA-PA is not an insurer and that insurance, if any, covering PFSA's failure to render any fault diagnosis or repair service in a timely and/or proper manner shall be obtained by Owner at Owner's sole cost and expense, and that the compensation payable by Owner to PSSNA-PA pursuant to Paragraph 2 above is based solely upon the value of the services to be provided to Owner by PSSNA-PA.
 - b) PSSNA-PA MAKES NO WARRANTIES, GUARANTEES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO ANY FAULT DIAGNOSIS OR REPAIR SERVICE TO BE PROVIDED BY PSSNA-PA, AND OWNER HEREBY EXPRESSLY WAIVES ANY WARRANTIES, GUARANTEES OR REPRESENTATIONS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. The employees and agents of PSSNA-PA are not authorized to make any warranties binding on PSSNA-PA; accordingly, additional statements, whether oral or written, do not constitute warranties and should not be relied upon by Owner. PSSNA-PA assumes no risks of, and shall not, except as otherwise provided in Paragraph 4(c) below, in any case be liable for, any direct, special, incidental or consequential damages, or any other indirect damages, arising from breach of contract, negligence or any other legal theory, including, without limitation, loss of goodwill, profits or revenue, loss of use of the System(s) or any associated equipment, cost of capital, cost of any substitute equipment, facilities or services or downtime costs, or claims of any party dealing with Owner for such damages, in connection with, or resulting from, any fault diagnosis or repair service performed by PSSNA-PA
 - c) Anything in Paragraphs 4(a) and 4(b) to the contrary notwithstanding, if PSSNA-PA shall be found to be liable for any loss, damage or injury of whatsoever kind to Owner due to failure by PSSNA-PA to render any particular necessary fault diagnosis or repair service in a timely and/or proper manner, Owner agrees that it would be impractical and extremely difficult to ascertain the actual damages, if any, which proximately result to Owner from any such failure of PSSNA-PA and, therefore, Owner agrees that PFSA's liability shall be limited to a sum equal to the compensation paid to PSSNA-PA for the particular fault diagnosis or repair service. The provisions of this paragraph shall constitute Owner's exclusive remedy with respect to any particular fault diagnosis or repair service and shall apply to any loss, damage or injury of whatsoever kind to Owner irrespective of cause or origin, or, if it results in loss, damage, or injury directly or indirectly to a person or property, from the negligence, active or otherwise, of PSSNA-PA, its agents or employees.
 - d) No suit or action arising out of PFSA's performance of any fault diagnosis or repair service shall be brought against PSSNA-PA more than six (6) months after PSSNA-PA shall have rendered such service.
- 5)
 - a) These terms and conditions set forth the entire understanding, and hereby supersede any and all prior agreements, oral or written, heretofore made, between the parties with respect to the subject matter hereof, and there are no representations, warranties, covenants agreements or collateral understandings,

oral or otherwise express or implied, affecting these terms and conditions which are not expressly set forth herein.

- b) No delay on the part of either party in exercising any of its respective rights hereunder or the failure to exercise such rights, nor the acquiescence in, or waiver of, a breach of these terms and conditions shall constitute a waiver for such rights or acquiescence thereto except in the specific instance for which it was given.
- c) None of these terms and conditions shall be held to have been waived, varied, modified or altered by any act, course of conduct or knowledge of either party, their respective agents, servants or employees, and these terms and conditions may not be changed, waived, varied or modified except by a document in writing signed by a duly authorized representative of PSSNA-PA.
- 6) These terms and conditions and the performance hereunder shall be governed, construed and interpreted by and under the laws of the State of New York without regard to its conflict-of-laws rules.

03/2018