

WORK ACKNOWLEDGEMENT



Your Technician:
Walter Monroe
On site 11/29/2023 at 2:20pm

From | **Kint Corporation**
1300 Crooked Hill Road
Harrisburg, PA 17110
(717) 234-8004

Job For | **TRISTAN ASSOCIATES**
4518 UNION DEPOSIT ROAD
HARRISBURG, PA 17111

Date of Service | 11/29/2023
Job No. | 32194643
Type | Inspection
PO No. | 0010574242

Job description

OK PER DYLAN

Services completed

ANNUAL SERVICE

Parts, labor and items used

		QTY
Services	FIRE EXTINGUISHER ANNUAL 11-20	16
Parts	Amerex 456 : 10ABC 6 Year Maint. Swap	3
Parts	Amerex 456 : 10 ABC Hydro Test Swap	2
Services	SERVICE CALL	1

Comments

No Comments

Disclaimers and Warranties

1. LIMITATION OF LIABILITY

A. George A. Kint, Inc. (KINT) obligation under this Agreement is to provide products or services in a timely manner in accordance with the terms of this Agreement. EXCEPT AS EXPRESSLY STATED HEREIN, KINT MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS OR SERVICES, AND SHALL HAVE NO LIABILITY FOR LOSS OF ANTICIPATED PROFITS OR CONSEQUENTIAL OR SPECIAL DAMAGES. CUSTOMER WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, NOT EXPRESSLY CONTAINED IN THIS AGREEMENT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

B. KINT shall not be liable for any reason, whether under this Agreement or otherwise, for any cost, expense, loss or damage suffered by Customer or any other person, including, without limitation, cost, expense, loss or damage resulting, directly or indirectly, from the use, operation, non-operation or loss of use of the Equipment, including, but not limited to, personal injury and property damage; claims or demands against Customer by any third party; consequential, incidental, indirect or special damages (including, without limitation, loss of income, goodwill or prospective profits); or losses, damages or injuries due, directly or indirectly, to occurrences or consequences from occurrences which the Equipment is designed to detect or avert.

C. Customer understands and agrees that protection for the above-referenced costs, expenses, losses and damages is Customers sole responsibility and that it is Customers responsibility to obtain and maintain insurance coverage for such costs, expenses, losses and damages.

D. KINTs liability shall not exceed, under any circumstances, the amounts paid to KINT by Customer under this Invoice or Agreement (Liability Limitation). Customer understands and agrees that the limitations on liability set forth this Agreement including, without limitation, the waiver of subrogation and the Liability Limitation, are being relied on by KINT in determining the costs of the products and services provided by KINT to Customer pursuant to this Agreement. In addition to the foregoing, Customer agrees that in the event KINT is found liable for loss, damage or injury in any respect (other than as a result of a breach of this Agreement), including, without limitation, loss, damage or injury resulting from KINTs negligence, KINTs maximum liability shall be limited to the lesser of the Liability Limitation or an amount not exceeding KINTs insurance coverage.

2. INDEMNIFICATION and HOLD HARMLESS. The Customer hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of Customer or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with the products and/or services provided under this Invoice or Agreement; and if any claims for such damage or injury (including death resulting therefrom) be made or asserted, whether or not such claims are based upon KINTs alleged active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation on the part of KINT, the Customer agrees to indemnify and save harmless KINT, its officers, agents, servants and employees from and against any and all such claims, and further from any and all loss, costs, expense, liability damage or injury including legal fees and disbursements, that KINT, its officers, agents, servants or employees may directly or indirectly sustain suffer or incur as a result thereof and the Customer agrees to and does hereby assume on behalf of KINT the defense of any action at law or in equity which may be brought against KINT, its officers, or employees upon or by reason of such claims and to pay on behalf of KINT, its officers and employees upon its demand the amount of any judgment, that may be entered against KINT, its officers or employees in any such action.

3. WAIVER OF SUBROGATION. Customer hereby understands and agrees that KINT is not an insurer and that insurance, if any; covering personal injury and property loss or damage for the benefit of Customer must be obtained by the Customer. Customer acknowledges it is impractical and difficult to fix actual damages, if any, which may result from a failure to perform any of KINTs obligations or failure or malfunction in the products or services provided. Customer hereby waives its rights of recovery for any loss covered by insurance on the premises or its contents, including bodily injury or death, to the extent permitted by law.

4. AGREEMENT

A. These Terms and Conditions and any attached agreement or proposal constitutes the entire agreement between the parties and are collectively referred to as the "Agreement", and supersede any previous agreement, understanding or order between the parties. Should the terms and conditions of any purchase order issued by Customer in connection with this Agreement conflict with the terms contained in this Agreement or add any new terms to this Agreement, such new terms or different terms shall be of no force or effect. The terms of this Agreement shall prevail over any terms in Customer's purchase order and different or new terms shall only be binding on KINT if expressly accepted in writing by KINT. No modification or waiver of the terms of this Agreement shall be binding unless made in writing and signed by both parties.

B. This Agreement is made and entered into in the Commonwealth of Pennsylvania and shall be in all respects governed by and construed in accordance with the laws of the United States and the Commonwealth of Pennsylvania as if entirely performed in Pennsylvania and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement.

C. Customer consents to the exclusive jurisdiction and venue of the Dauphin County Court of Common Pleas of the Commonwealth of Pennsylvania with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. Mail.

D. All notices or other communications permitted or required to be given in writing under this Agreement shall be sent by certified mail, return receipt requested and directed to the address of KINT or Customer shown in the Inspection Agreement. Notice will be deemed to have been given five (5) days after the mailing of the notice.

E. This Agreement is not cancelable by Customer for any reason whatsoever except as expressly provided in this Agreement.

5. TITLE/SECURITY INTEREST. Failure by Customer to make any payment due hereunder, or on request to give proper shipping instructions, or to accept delivery at times stated, or to comply with all terms of any contract between Customer and KINT shall give KINT, in addition to all other available remedies, the right at its option to deduct any undelivered quantities of material from the total quantity of material to be furnished whether under this or any other contract between Customer and KINT. Title to materials shall pass immediately upon delivery to a carrier at the point of shipment. Customer hereby grants to KINT a security interest (which shall be deemed a purchase money security interest) in all goods and materials provided to Customer by KINT or upon which KINT performs services for Customer, to secure payment by KINT for all such goods, materials or services. In the event of nonpayment by Customer of any debt, obligation or liability now or hereafter incurred or owing by Customer to KINT, KINT shall have all rights of, and all of the remedies available to, an unpaid secured creditor under the applicable state Uniform Commercial Code (UCC), and all other rights and remedies available at law or in equity. Customer agrees, and, to the extent permitted by law, KINT is authorized to, execute and file whatever documents are necessary, including security agreements or financing statements, to evidence and perfect the security interest granted by this paragraph.

6. REMEDIES CUMULATIVE. The remedies provided in this Agreement in favor of KINT upon default of Customer shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in KINT's favor existing at law or in equity. KINT may exercise all remedies, successively or concurrently, and any such action shall not operate to release Customer until the full amount of all sums due and to become due under this Agreement have been paid.

7. NO ASSIGNMENT. This Agreement may not be assigned by Customer directly or indirectly (including, without limitation, by merger or sale of stock) without the prior written consent of KINT, which consent may be withheld by KINT, in its sole discretion, for any reason or no reason.

8. SEVERABILITY. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid such provision shall be modified to the extent necessary to eliminate such invalidity or unenforceability, and any remaining unenforceability or invalidity shall have no effect on any of the other terms of this Agreement, remain in full force and effect in accordance with its terms.

9. COMMERCIAL TRANSACTION. Customer acknowledges, agrees, represents and warrants that the transactions contemplated by this Agreement are commercial transactions and not for personal, family or household use.

10. PAYMENT, INTEREST. No offset, back-charge, claim or deduction of any kind shall be withheld from any amount owed by Customer to KINT without the written consent of an officer of KINT. All amounts owed by Customer to KINT shall accrue interest at the rate of one and one-half (1.5%) percent per month, or the maximum rate permitted by law, whichever is less, from due date. Any monies received by KINT from Customer may be applied by KINT to any of Customer's open accounts in any manner that KINT may determine.

11. OTHER DEFAULTS. It shall be a default under this Agreement if Customer files a petition in bankruptcy, has a bankruptcy petition filed against it, or is unable to pay its debts as they mature, or makes an assignment for the benefit of its creditors or defaults under any other agreement with the KINT.

12. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be an original but all of which taken together shall constitute one Agreement.

13. HEADINGS Section headings shall have no effect on the meaning of this Agreement, and are included only for convenience of reference.

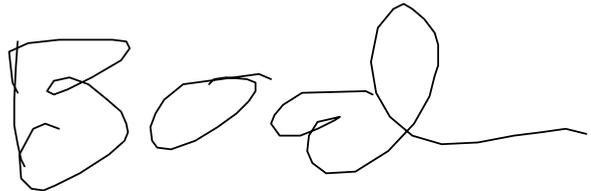
14. ATTORNEYS FEES AND EXPENSES. In the event of a dispute between the parties regarding the interpretation or enforcement of this Agreement which results in litigation, the prevailing party shall have its attorneys fees and costs paid by the losing party. KINT shall also be entitled to receive an administrative fee of \$100.00 if the dispute relates to non-payment of any moneys due to be paid by Customer to KINT under this Agreement.

15. FORCE MAJEURE. KINT shall be excused from any delay or failure to provide services under this Agreement due, in whole or in part, directly or indirectly, to labor difficulties, fire, casualty or accidents, acts of God, civil disorder, transportation difficulties, shortage of fuel, labor or materials, governmental acts or restrictions, or any other cause beyond KINT's reasonable control.

16. CYLINDER GASES. If this invoice includes Cylinder Gas, in any form, in KINT owned cylinders, Customer acknowledges and agrees that the said cylinders will remain the sole property of KINT, that Customer is responsible for said cylinders, including valves and caps while in the Customers possession, and that said cylinders must be returned to KINT within 90 days from date of receipt. If said cylinders are not returned within the 90 day period, Customer agrees to pay either cylinder rental at a rate of not less than fifty (50) cents per day per cylinder or the replacement cost of said cylinders. Customer agrees not to refill or permit any other person to refill or use said cylinders for any purpose. Misuse of KINT owned cylinders shall make Customer liable for rental charge and any and all damages, claims, or liabilities incurred.

Signature

11/29/2023 03:58pm EST

A handwritten signature in black ink, appearing to read "Dylan Rothenberger", enclosed within a rectangular border.

Accepted By: DYLAN ROTHENBERGER

Rothenbergerdr@upmc.edu