



SWAP Agreement

This agreement describes the terms and conditions of AMS Controls' SWAP refurbished controller exchange program.

This SWAP agreement is made and entered into on _____ (“Effective Date”) by and between AMS Controls, Inc., of 12180 Prichard Farm Rd, Maryland Heights, MO (“AMS Controls”), and _____ of _____ (“Customer”).

Customer’s Responsibilities

Customer agrees to pay \$ _____ plus applicable shipping charges for a refurbished controller through the SWAP Program. Customer also agrees to send the following AMS Controls controller to AMS Controls. This controller MUST be received by AMS Controls within ten (10) business days:

Software Model Number	
Software Version	
Dip Switch Setting	
Controller Serial Number	
Original Part Number	
SWAP Part Number	

If the above-referenced controller is not received by AMS Controls within ten (10) business days, Customer will pay an additional _____ to compensate for the unreturned controller.

If the refurbished controller is returned to AMS Controls, the return may be subject to restocking fees. All restocking fees are at the discretion of AMS Controls.

For internal use only:

Customer#	CAS#
SO#	
SVO#	
Update part #	
Update warranty on serial number card	
Email customer SVO	



AMS Controls' Responsibilities

In exchange, AMS Controls agrees to send an in-stock refurbished controller to Customer to the following address via the Customer's preferred shipping method. AMS Controls' preferred shipping method is UPS. Additional charges apply when using other carriers. SWAP shipments without a stated preferred shipping method will be sent via UPS.

Customer Contact Name	
Shipping Address	
City, State, Zip	
Phone Number	
Email Address	

All shipments are FOB AMS Controls, so once the refurbished controller is relinquished to the shipping carrier, AMS Controls is not liable for damage or loss.

SWAP Warranty

Rebuilt equipment manufactured by AMS Controls is warranted to be free from defects in material or workmanship for a period of ninety (90) days from the date of shipment or the remainder of the original warranty, whichever is longer. Rebuilt equipment must be installed, operated and serviced in accordance with AMS Controls' recommendations; used under normal conditions for its intended purposes; and documentation of such installations and maintenance must be provided to AMS Controls for a warranty claim to be valid. AMS Controls reserves the right to void this warranty for any use of its product outside of these terms.

Any request for repair or replacement must be made to the Repair Department of AMS Controls, 12180 Prichard Farm Rd., St. Louis, Missouri 63043. The AMS Controls warranty shall be limited to repair or replacement (at AMS Controls' discretion) of any part of any equipment that proves to be defective after an examination by the Repair Department or authorized designate. The labor to make repairs or replacement under this warranty shall be furnished by AMS Controls or its authorized representative between the hours of 8:00 am and 4:00 pm CST, Monday through Friday, and is limited to actual repairs or replacement of the warranty item.

Labor and the cost of such labor to inspect and/or determine the origin of the problem involving examination of equipment installed at Customer's site or systems not furnished or manufactured by AMS Controls is specifically excluded.

This warranty is only applicable to uses for which the equipment was originally installed and only covers original equipment components. This warranty does not cover routine maintenance activities. Malfunctions caused by electrical power variances are specifically excluded from warranty protection.



This warranty does not cover the loss of product or other consequential damages resulting from any equipment failure.

SWAP warranty claims will not be honored unless AMS Controls is advised in advance of the work being performed by an authorized and approved representative of AMS Controls.

THIS IS THE ONLY WARRANTY; THERE IS NO OTHER WARRANTY EITHER EXPRESSED OR IMPLIED.

Severability

Each provision of this agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the agreement will remain in full effect.

Jurisdiction and Venue

This agreement will be governed and interpreted by Missouri law. Any lawsuit arising directly or indirectly out of this Agreement will be litigated in the Circuit Court for St. Louis County, Missouri.

Force Majeure

AMS Controls will not be deemed to be in default or otherwise responsible for delays or failures in performance resulting from acts of God; acts of war or civil disturbance; epidemics; governmental action or inaction; fires; earthquakes; unavailability of labor, materials, power or communication; or other causes beyond AMS Controls' reasonable control.

Copies of Agreement

Customer agrees that a facsimile copy of this signed agreement is as binding as the original.

By signing below, Customer agrees to be bound by the terms and conditions of this agreement and agrees to pay AMS Controls a fee for repair service together with all additional charges, applicable sales, value added, excise or use taxes assessed for repair service provided under this agreement.

Company:
Address:
City, State, Zip

Company: AMS Controls, Inc.
Address: 12180 Prichard Farm Rd.
City, State, Zip: Maryland Heights, MO
63043

Employee Name - Signed

AMS Employee Name – Signed

Employee Name - Print

AMS Employee Name – Print

Title

Title

Date

Date