



Mandatory Kärcher Full Service Maintenance Agreement for KIRA CV 60/1 (60 Months)

On this _____ day of _____, 2022, _____ (Customer)

agrees to purchase maintenance services provided by Kärcher North America ("KNA") for the equipment listed below (the "Equipment") in accordance with the terms and conditions of this Agreement, which supersedes all previous or conflicting terms and conditions.

Kärcher North America Headquarters
6398 N Karcher Way
Aurora, CO 80019
USA
T 800 456 6649
www.karcher.com/us

Blackwood, NJ
500 University Court
Blackwood, NJ 08012
USA
T 877 527 2437
service@karcherna.com

Englewood, CO
1351 W Stanford Ave
Englewood, CO 80110
USA

Fayetteville, AR
2700 S. Armstrong Ave.
Fayetteville, AR 72701
USA

Monterrey, Mexico
Av Avante 831
Parque Industrial Guadalupe
Guadalupe N.L. CP 67190
Mexico

KNA Account # (or attach KNA Credit App)		Full Legal Company Name	
Company Street Address		City, State and Zip	
Contact Name	Title	Contact Phone Number	Email Address

Billing Contact	
Billing Phone Number	Billing Email Address

Object of Service

In consideration of receipt of full payment of the program fee per unit identified on the Equipment List, ("Program Fee")

- KNA will service the Equipment to help maintain normal mechanical performance, during Standard hours of operation (see "Hours of Operation" clause) and subject to Customer's compliance with this Agreement.
- As a part of the program, KNA will schedule Fifteen (15) planned maintenance visits (3 per year for the 36 months Agreement) and perform the inspections and adjustments listed on the Planned Maintenance Checklist.
- In addition to the planned maintenance visits, KNA will provide labor, travel, and any replacement parts at no additional charge for any ad-hoc / break-fix repairs, subject to the exclusions set forth below (see "Exclusions" clause).
- KNA will service the Equipment at Customer's facility. If, in KNA's judgment, repairs at Customer's facility is not practical, KNA may recommend repairing the equipment off-site.
- Any repairs not covered by this service program are billable at the Customer established commercial time and material rates (labor, travel, service fee, shop supply fee, freight charges and parts).



Equipment List

A specific Program Fee will be billed per unit covered under this Full Service Maintenance Agreement and Term of Contract per unit as listed below:

Material Number	Equipment Description	Program Fee / Per unit	Term of Contract	Number of Units
1.012-106.0	Kira CV 60/1 RS Autonomy 24" OBC Li-ion	\$8,988	60 Months	

Serial Numbers of units will be recorded and identified at the time of shipment on Schedule A attached hereto.

Parts and Freight Charges

- KNA service technician must supply all parts. No customer supplied parts will be used.
- All parts are shipped Expedited via UPS Second Day Air unless a request is made to expedite or downgrade the order at time of placing the service call or if the weight/dimensions prevents us from doing so. There will be a charge for shipping and handling as follows: Standard (UPS Ground) \$34.99, Expedited (UPS 2nd Day Air) \$49.99 or Express (UPS Next Day Air) \$94.99.
- Parts Prices are subject to change without prior notice.

Hours of Operation

- Standard hours of operation are 8:00 AM to 5:00 PM – Monday through Friday.
- Service Dispatch can be reached at 877-KARCHER (877-527-2437) or Service@KarcherNA.com
- Service performed outside of the standard hours listed above are excluded from the service program and will be billed at customer's time & material rates. For any services performed before or afterhours (Monday through Friday) and all day Saturday will be billed at time and half, and for Sunday and major Holidays will be billed at double time.
- Requests for service outside of standard hours, require explicit authorization and are subject to availability.

Billing and Payment Terms

- There will be 1 (one) invoice per unit per service occurrence.
- Standard not-To-Exceed (NTE) amounts are set for all KIRA CV 60/1 service requests of \$650 or less, not covered by the Program Fee or identified under "Exclusions" clause of this Agreement. These repairs are considered pre-approved by the customer under the terms and conditions of this Agreement and will be repaired without any further approval. Any repairs in excess of the NTE amounts will be quoted and submitted for approval, along with the technician's recommendation for repair.
- A minimum of one hour labor and one hour travel, billed in 15 minute increments thereafter, will apply to the first unit serviced for any estimate, diagnostic or repair not covered under warranty.
- Any units worked on within the same service occurrence at the same location will be subject to a half hour minimum labor charge and billed in 15 minute increments thereafter.
- A Shop Supply fee of \$8.99 will apply to each service invoice to cover miscellaneous supplies such as personal protective items, rags, lubricants, tapes, sealants, solvents, cleaners etc.
- Parking fees will be charged at actual cost and applied to an invoice, when a technician is unable to park at customer location or nearby available free or street parking.
- A Disposal fee of \$4.99 per item will be charged for any batteries, engine oil, hydraulic oil, antifreeze and other items that may require special handling and/or disposal.
- Payment terms are net thirty (30) days, from date of invoice. All charges are exclusive of federal, state, municipal, or other government excise, sales, use or occupational taxes.

Service Eligibility: To be eligible to receive the Services under this Agreement, all services must be performed by a Certified KNA Technician. To ensure that a Certified KNA Technician is providing services, please contact KNA's Service Dispatch. KNA is not responsible for any other services provided by any third party unless expressly authorized by KNA.

Customer Responsibilities: Customer is responsible for performing routine maintenance services according to procedures described in the Maintenance manuals. The Equipment will be used, maintained, and stored properly, cleaned regularly, operated within the limits recommended in the operator's manual and operated only by Customer's duly trained and authorized employees. Customer will



provide KNA with the Equipment properly drained, cleaned and ready for service and appropriate space provided at Customer's location to allow safe and proper performance of the services specified in this Agreement.

Exclusions: The following goods and services are not covered by the program fee: Beyond the initial setup, deployment and install of the equipment, training of Customer's employees on the operation of the equipment, programming of new or additional routes, repair of damages caused by negligence, abuse, accident, unauthorized modifications, including unauthorized reprogramming of equipment using Service Tool menu option on the control panel, or unauthorized service work; painting, refinishing, or body repair, detergent, chemicals, brushes, pads and any consumables; and daily routine maintenance as specified in the Equipment's Operator and Maintenance manuals (which are to be performed by the Customer) („KNA Excluded Services“). The determination of whether the Equipment has been misused or abused shall be made in KNA's sole discretion. Notwithstanding the foregoing, should KNA determine, in its sole discretion that Customer's Equipment is being used and stored in a harsh environment, impacting the amount of service necessary to keep the Equipment in normal operating condition, KNA may adjust the Fee at any time upon thirty (30) days written notice. Any parts requested by the customer outside of the scope of a service call will not be covered under the "Program Fee" and will be subject to the KNA service rates and parts pricing. Any service required outside of the standard hours of operation are subject to additional charges. Customer understands and acknowledges that KNA Excluded Services are provided as a separate transaction and subject to KNA's standard terms and conditions of service. Customer further understands and acknowledges that the timeliness of KNA Excluded Services are subject to availability of and then pricing of replacement parts and Customer credit availability. Should credit not be available to the Customer, at KNA's discretion, Customer may be required to become current on payments under other KNA agreements and/or prepay Excluded Services.

Indemnity: Customer hereby agrees to indemnify, defend and hold harmless KNA, its affiliates, third party partners and their respective officers, directors, employees, representatives and agents (collectively, the „Indemnified Parties“) from and against any and all losses, costs, damages or liabilities, including, without limitation, attorneys' fees, costs and expenses, as a result of any third-party claims or causes of action from: (i) any claim or cause of action asserted against an Indemnified Party in connection with the services provided under this Agreement (including, without limitation, any claim for product liability, breach of warranty, personal injury, property damage, or infringement or misappropriation of any intellectual property rights, rights of privacy or publicity or any other proprietary rights of any third party); (ii) a breach or alleged breach of Customer's responsibilities under this Agreement; or (iii) the negligent, willful or reckless acts or omissions, dishonesty or fraud of or by Customer, its agents, employees or representatives (collectively, „Claims“); provided that an Indemnified Party will give notice of any Claims to Customer and reasonably cooperate in the defense and/or settlement of such claim. An Indemnified Party may participate in the defense of any Claims by counsel of its own choosing. Customer will not settle any Claims without the Indemnified Party's prior written approval not to be unreasonably withheld. KNA shall indemnify Customer for Claims to the extent caused by KNA's or its employees' or agents' negligence, willful misconduct, or violation of any applicable laws, rules or regulations.

Insurance: KNA, at its sole cost and expense, will maintain in effect at all times during the term of this Agreement, sufficient insurance to cover its obligations and liabilities under this Agreement, which in any event will be no less (in type or coverage limits) as required by law or as is standard industry practice. Such insurance will include, without limitation, commercial general liability, worker's compensation, crime, and comprehensive automobile liability insurance. Upon request at any time, KNA will provide Customer with certificates of insurance or evidence of coverage. All such insurance shall not be canceled nor materially changed without giving Customer prior written notice according to the provisions of the policies. Such policies shall be written by insurance companies licensed in the state(s) where the Services are to be performed.

Limitation of Liability: KNA WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. KNA'S ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO KNA UNDER THIS AGREEMENT IN THE SIX (6) MONTHS PRECEDING A CLAIM FOR DAMAGES. KNA WILL NOT BE RESPONSIBLE FOR ANY FEES OR COSTS INCURRED BY CUSTOMER FOR RENTAL, LOANER, OR OTHER COSTS SOUGHT BY CUSTOMER AS REIMBURSEMENT FOR SUCH RENTAL OR LOANER EQUIPMENT.

Taxes. Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder; any such taxes, duties and charges currently assessed or which may be assessed in the future, that are applicable to the services provided under this Agreement are for the Customer's account, and Customer hereby agrees to pay such taxes.

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Force Majeure: KNA will not be responsible for failure to render services due to reasons beyond its reasonable control, including but not limited to acts of God, fire, flood, labor disputes, insurrection, war, or terrorism.

Assignment: This Agreement is not assignable without the prior written consent of KNA. Assignment without such consent is void.

No Waiver: Either party's failure to enforce any term or condition in this Agreement shall not be construed as a waiver of any right available to either party hereunder.

Intellectual Property: All intellectual property in goods and services provided by KNA is the sole and exclusive property of KNA.

Repair Warranty: Service repairs performed by an authorized KNA technician are warranted for thirty (30) days from the date the repairs are completed. This policy does not cover work performed by any service company other than an authorized KNA service technician, and is restricted to the specific repair or component of which a claim is made. This warranty does not apply to temporary repairs such as seal replacements on hydraulic components, or those not recommended by KNA.

Inurement: This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors, administrators, personal representatives and permitted assigns.

Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

Governing Law and Forum Jurisdiction: This Agreement and any dispute thereunder shall be made, construed, interpreted, and governed by the laws of the State of Colorado. Customer and KNA acknowledge that this is a material term of the Agreement, and it is their intent that this choice of law supersedes all state statutory law. Customer and KNA hereto agree that the federal or state courts located in Denver, Colorado shall have exclusive jurisdiction to determine any claims or controversy relating to this Agreement.

Entire Agreement: This Agreement together with the Supplier Agreement, this Karcher Service Agreement, and BC Service Agreement and all other documents incorporated by reference in their entirety shall constitute the entire Agreement between the Customer and KNA with respect to all matters herein and it is agreed that its execution has not been induced by, nor does the Customer or KNA rely upon or regard as material, any representations or writing whatsoever not incorporated herein and made a part hereof and this Agreement. This Agreement shall not be amended, altered or qualified except by memorandum in writing signed by the Customer and KNA. To the extent that any of the terms of this Agreement conflicts with the terms of the agreements incorporated herein, the order of precedence shall be as follows: Supplier Agreement, Karcher Service Agreement and BC Service Agreement.

Term and Termination: This Agreement shall be effective as of the date of signature by KNA (the "Effective Date") and shall continue for 60 months. The Agreement may be cancelled by either party upon sixty (60) days written notice to the other party. Customer may cancel the agreement for any or no cause, but NO credits or refunds will be provided if the Customer terminates the Agreement. Karcher may cancel the agreement for reasonable cause, including but not limited to the existence of a hazardous, unsafe, or abusive work environment at the Customer's facility. If Karcher terminates the Agreement, a prorated refund will be provided to the Customer, calculated from the end of the month in which the termination occurred to the end of the prepaid contract period.

Customer agreed and accepted

Kärcher agreed and accepted

By _____

By _____

Print _____

Print _____

Date _____

Date _____



SCHEDULE A
Equipment Serial Number Identification

This Schedule is to be completed at the time of shipment.

1.	6.
2.	7.
3.	8.
4.	9.
5.	10.