



Mandatory Kärcher Full Service Maintenance Agreement for KIRA BD65/110 (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 Kärcher Way
Aurora, CO 80019
USA
T 800 456 6649
info@karcher.com
www.karcher.com/us

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

Blackwood, NJ
500 University Court
Blackwood, NJ 08012
USA
T 877 527 2437

Fayetteville, AR
2700 S. Armstrong Ave.
Fayetteville, AR 72701
USA
T 479 444 4600

Monterrey, Mexico
Av Avante 831
Parque Industrial Guadalupe
Guadalupe N.L. CP 67190
Mexico
T +5281 1344 2000

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 the 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 duration of this Agreement) and perform the inspections and adjustments listed on Schedule B 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 the Customer's facility. If in KNA's judgment, repairs at the Customer's facility are not practical, KNA may recommend repairing the Equipment off-site. Customer will be responsible for transportation to and from off-site repair location if the recommended repair is subject to the exclusions set forth below (see "Exclusions" clause).
 - 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 per unit for the specified Term of Contract as listed below:

Material Number	Equipment Description	Program Fee / Per unit	Term of Contract	Number of Units
1.006-720.0	Kira BD 65/110 R BP	\$12,133	60 Months	

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

Parts and Freight Charges

- KNA service technicians must supply all parts. No customer-supplied parts will be used.
- All parts are shipped Expedited (UPS Second-Day Air) unless the weight/dimensions prevent us from doing so. There are no shipping and handling fees for repairs and parts replacement covered by this Agreement. The Customer may request to upgrade the shipping method at the time of placing the service call to Express (UPS Next Day Air) for an additional charge of \$94.99. Any repairs or part replacement not part of this Agreement or subject to the Exclusion clause (see "Exclusions" clause) are subject to our standard shipping and handling fees as follows: Expedited (UPS Second-Day Air) \$49.99, or Express (UPS Next Day Air) \$94.99 per request.
- 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 in the time zone where the Equipment is located.
- 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 the Customer's time & material rates. Any services performed before or after-hours (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 from the Customer and are subject to availability.

Billing and Payment Terms

- There will be 1 (one) invoice per unit per billable service occurrence (see "Exclusions" clause).
- Standard not-To-Exceed (NTE) amounts are set for all KIRA BD65/110 service requests at \$650, not covered by the Program Fee or identified under the "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 amount 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 the Customer's 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 the 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

Beyond the initial setup, deployment, and installation of the Equipment, the following goods and services are not covered by the Program Fee: training of Customer's employees on the operation of the Equipment, programming of new or additional routes, repair of damages caused by negligence, abuse, improper storage, exposure to harsh environments, accident, unauthorized modifications, including unauthorized reprogramming of Equipment using the 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, abused, or improperly stored shall be made in KNA's sole discretion. Any parts requested by the customer outside of the scope of a warranty 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, if provided, are done so as a separate transaction 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 KNA 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, , 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 or infringement or misappropriation of any intellectual property rights applicable to the original design of the Equipment.

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.

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 any applicable supplier agreement, the software Subscription Agreement, the applicable Subscription Schedule For Autonomy Services, the Subscription Agreement Healthcare Supplement, if applicable, 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: any applicable supplier agreement, this Kärcher Full Service Maintenance Agreement, the software Subscription Agreement, the applicable Subscription Schedule For Autonomy Services, the Subscription Agreement Healthcare Supplement, if applicable.

Term and Termination

This Agreement shall be effective as of seven (7) calendar days after the Equipment is shipped from KNA to the Customer (the "Effective Date") and shall continue for 60 months. The Agreement may be canceled 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. Kärcher 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 Kärcher 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

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

Shipment Date

Equipment Serial Number Identification

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



SCHEDULE B
PLANNED MAINTAINENCE CHECKLIST

PLANNED MAINTENANCE | KIRA BD 65/110 SCRUBBER

Site _____ Date _____

Address _____ City _____ State _____ Zip _____

Model **KÄRCHER KIRA BD 65/110 R BP 1.006-720.0** Serial # _____

Overall Condition Good Fair Poor

- | | |
|--|--|
| _____ Raise squeegee assembly | _____ Clean recovery tank & screen |
| _____ Clean squeegee blades | _____ Inspect float ball screen |
| _____ Raise scrub deck assembly | _____ Inspect solution strainer |
| _____ Remove pad driver/brush | _____ Inspect all motors for carbon motor brush wear |
| _____ Inspect pad/brush for damage or wear | _____ Clean gaskets / seals |
| _____ Inspect vac hose connections | _____ Inspect battery cable clamps |
| _____ Inspect pivot points & casters for noise | _____ Clean top of batteries |
| _____ Clean sensors | _____ Charge batteries |
| _____ Drain & rinse tanks | _____ Inspect steering U-Joint |
| _____ Inspect tanks & hoses | _____ Inspect perimeter guards |

Included parts: side & rear squeegee blades, brush skirts, vacuum fan filter