



## TENNANT S.A.

### GENERAL TERMS & CONDITIONS (SERVICE)

**General.** All Service sales and/or quotations furnished by Tennant S.A. ("Tennant") or its authorized agents are conditioned upon Customer's acceptance of the following documents (in order of priority): (1) a mutually agreed and signed Equipment Schedule (or other agreement); (2) a quotation provided by Tennant; (3) the Tennant Service Agreement; and (4) these General Terms and Conditions (collectively, the "Contract"). This Contract constitutes the entire agreement between Tennant and the Customer and supersedes all other agreements and undertakings, whether written or oral, between the parties with respect to the subject matter of the Contract. Tennant expressly rejects the inclusion of any different or additional terms proposed by Customer and conditions its obligation to perform on Customer's acceptance of these terms and conditions.

1. **PRICE.** Prices are firm for 30 days from the date of Tennant's written quotation and do not include any federal, state or local sales, duties, use, excise, or value-added taxes.

On the 1<sup>st</sup> of January each year during the contract period the charges will be increased by the following index: la hausse de l'indice du Coût Horaire du Travail révisé – tous salariés (ICHT rev-TS) suivant la formule  $PR = PB \times ICHT \text{ rev} / ICHT B$  dans laquelle  $PR = \text{prix révisé}$ ,  $PB = \text{prix de base ou de la précédente révision}$ ,  $ICHT \text{ rev} = \text{indice précédent la révision}$  et  $ICHT B = \text{indice au premier janvier de l'année précédente}$ .

Such increases will be accumulative from year to year. Customers whose contracts commence between July 1 and December 31 will not be subject to an increase until the second January 1 to occur following contract commencement. If Customer has opted for a fixed price, the price will remain unchanged during the contract period.

2. **PAYMENT.** Customer's obligation to pay on time is of the essence to these terms, and Customer will pay the invoiced amount without setoff or deduction. Payments are due monthly. Credit terms may be withdrawn or changed at any time.

If Customer fails to pay by payment due date, the amount due will be subject to monthly interest at a rate of 1.5% or, when different, the commercial statutory interest rate allowed by law until the balance is paid in full. Tennant retains the discretion to suspend all Services if the amount due remains unpaid. Alternatively, Tennant may terminate the contract immediately. Customer agrees to reimburse Tennant for all costs and expenses incurred by Tennant in a collection action for amounts owed by Customer.

After expiry of the payment term set out above, the Customer shall be in breach of contract, without any notice of default required, and all of Tennant's contractual claims and debts shall become immediately due and payable.

3. **LIMITED WARRANTY.** Tennant's sole and exclusive obligation to Customer for any particular instance of service labor is Tennant's standard 30-day limited service labor warranty. This limited warranty is exclusive and is given and accepted in lieu of any and all other warranties express or implied, including all other

remedies. These are the only remedies of Customer for any breach of warranty or any other claim.

4. **LIMITATION OF LIABILITY.** Tennant's liability is limited to actual and direct damages; in no event will Tennant be liable to Customer or any third party for any incidental, consequential, punitive, or special damages for any reason regardless of the theory advanced. Tennant's total liability arising out of the supplying of Services, whether in contract, tort, or otherwise, shall not exceed twelve (12) times the monthly fee.

Nothing in these terms and conditions shall limit or exclude Tennant's liability for (i) death or personal injury caused by its negligence, or the negligence of its employees, agents, or subcontractors (as applicable), (ii) fraud or fraudulent misrepresentation, or (iii) any other matter in respect of which it would be unlawful for Tennant to exclude or restrict liability.

5. **CUSTOMER OBLIGATIONS AS LESSEE.** If the equipment covered by this agreement is subject to a lease granted by a third party Lessor, at Tennant's request and with Customer's permission the Lessor may assume billing and collection responsibilities for the Net Monthly Fees due hereunder. Excess charges not covered by the Service Contract will be billed directly by Tennant to the Customer.

6. **DATA PROTECTION.** Buyer warrants that prior to the transfer of any personal information about an individual to Tennant it has obtained the appropriate and valid consent of each relevant individual and to the transfer of his/her personal data and will, on request from Tennant, provide Tennant with a copy of such consent. Personal data collected outside the United States may be transferred to Tennant Company, Tennant's parent company in the U.S. Tennant Company has set forth a data transfer agreement which is compliant with standard contractual clauses approved by the European Commission.

7. **CONFIDENTIALITY.** Neither party shall at any time divulge, disclose or otherwise furnish, directly or indirectly, to any third party any confidential information unless explicitly permitted herein or required by law. This Article shall not apply to any information which the receiving party can demonstrate (i) is or becomes public knowledge other than by breach of the Contract by the receiving party; or (ii) is in the possession of the receiving party without restriction in the relation to the disclosure before the date of receipt from the disclosing party; or (iii) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or (iv) is independently developed without access to the confidential information.

8. **FORCE MAJEURE.** Neither party shall be liable for any delay or failure to perform where such timely performance is beyond the reasonable control of such party, including, without limitation, acts of God, acts of governmental authorities, changes in applicable law, fire, flood, labor dispute, shortage, insurrection, war, terrorism, or inability to obtain export or import licenses.

During force majeure all of defaulting party's obligations shall be suspended. Should the period in which a party cannot fulfill its obligations as a result of force majeure continue for a period longer than ninety (90) calendar days, either party shall be entitled to terminate in writing without there being an obligation to pay any compensation whatsoever arising out of or in connection here with.

9. **SEVERABILITY.** If any provision of these terms and conditions is held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired.

10. **AMENDMENT, ASSIGNMENT, AND WAIVER.** The Contract contains the entire agreement between the parties and no modification shall be effective unless in writing and signed by an authorized representative of both parties. Customer may not assign the Contract without the prior written consent of Tennant, which consent shall not be unreasonably withheld or delayed. Assignment without such consent is void. A waiver of any default hereunder or failure to enforce any term or condition of the Contract shall not be construed as a waiver of any right available to either party hereunder.