



Customer agrees to purchase and Tennant Sales and Service Company ("Tennant") agrees to provide maintenance services for the equipment listed below (the "Equipment") in accordance with the terms of this Service Plan and Tennant's General Service Terms and Conditions (Service), as amended from time to time (the "Service Terms"), available at [https://www.tennantco.com/en\\_us/general-policies/terms-of-service.html](https://www.tennantco.com/en_us/general-policies/terms-of-service.html). The Service Plan and the Service Terms are collectively referred to as the "Agreement".

**Term and Termination.** The Agreement is effective as of the date of signature by Tennant (the "Effective Date") and will continue for the term indicated in the table below (the "Term"), at the end of which term the Agreement will automatically terminate and subject to earlier termination as provided herein.

Customer may terminate the Agreement if Tennant has materially breached the Agreement, provided that Tennant will be given 45 days to cure after Customer's written notice of the material breach before such termination takes effect. Tennant may terminate the Agreement if Customer fails to cure (i) a material breach of the Agreement within 45 days of written notice from Tennant or (ii) a breach of its payment obligations within 5 business days of written notice from Tennant.

**Tennant Responsibilities.** In consideration of receipt of the fee provided for under this Service Plan (the "Fee"), Tennant will perform the following services:

- Tennant will service the Equipment in a manner intended to help maintain normal performance, as determined by Tennant in its sole discretion and subject to Customer's compliance with this Agreement and ordinary wear and tear;
- Tennant will perform the inspections and adjustments listed on the planned maintenance checklist created by Tennant during established periodic maintenance visits which Tennant will schedule with the Customer, it being understood that the number of such visits may be adjusted by Tennant based on changes in the usage level of the Equipment and other factors as determined by Tennant in its sole discretion; provided, that in no event will Tennant be required to make more than [12] visits per year to Customer's location(s) (prorated for partial years);
- All services will be performed between 8:00 a.m. and 5:00 p.m., local time, Monday through Friday, excluding holidays;
- Tennant will provide replacement parts that are new or substantially equal to new in performance, subject to the exclusions set forth in the Agreement; and
- Tennant will service the Equipment at Customer's facility. If, in Tennant's sole discretion, repair at the Customer's facility is not practical, Tennant may elect to repair the Equipment off-site.

**Customer Responsibilities.** Customer is responsible for performing routine maintenance services as described in the Equipment Operator manual. The Equipment will be used, maintained, and stored properly by Customer, cleaned regularly by Customer, operated within the limits recommended in the Operator manual and only by Customer's duly trained and authorized employees. Customer will provide Tennant with the Equipment properly drained, cleaned and ready for service and appropriate space and facilities at Customer's location to allow safe and proper performance of the services specified in the Agreement.

**Payment Terms.** 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.

**Warranty.** Warranty. The express warranties provided in the Service Terms are Tennant's sole and exclusive warranties with respect to the Agreement. Tennant disclaims all other warranties, including, without limitation, any statutory or implied warranties.

**Service Charges.** The Fee will remain fixed for the first year of the Term. Tennant may change prices annually by giving 60 days written notice of each change to Customer. The Fee for the services is based on the age, type and expected usage level of the Equipment and the environment in which the Customer uses and stores the Equipment. The Fee includes all parts and labor and site charges associated with service visits scheduled pursuant to the paragraph above entitled "Tennant Responsibilities" except for the exclusions set forth below. An additional portal charge will apply for each visit if the "Portal" box is checked below. A "portal" is a location outside the boundaries of an area where Tennant's standard trip charge applies. All other work will be billed at Tennant's PM labor rate then in effect, and parts will be billed at Tennant's list price for parts then in effect, less any applicable discounts. Should Tennant determine in its sole discretion that (a) Customer's Equipment is being used and stored in an environment that impacts the amount of service necessary to keep the Equipment in normal operating condition, or (b) the usage of the Equipment exceeds the Usage Levels set forth below, then Tennant may adjust the Fee in Tennant's sole discretion upon 30 days written notice.

**Exclusions.** Without expanding Tennant's obligations, the following goods and services are not covered by the Fee: (i) repair of damage caused by negligence, abuse, misuse, accident, casualty event, unauthorized modifications, unauthorized service work or Customer's failure to perform its obligations under the Agreement; (ii) painting, refinishing, body repair; specialty tools, chemicals, and (iii) daily routine maintenance as specified in the Equipment's Operator manual. The following goods and services are not covered by the Fees unless expressly provided otherwise below: pads, HEPA filters, and abrasive brushes. The determination of whether the Equipment has been misused or abused or whether an exclusion set forth herein otherwise applies shall be made in Tennant's sole discretion.

**Miscellaneous.** This Service Plan may be executed by facsimile, email or other electronic means of communication, including digital signature or acceptance, and in one or more counterparts (each of which will be considered for all purposes an original), all of which together will constitute one and the same agreement. The Agreement, consisting of this Service Plan and the Service Terms, sets forth the entire understanding and agreement between Tennant and Customer with respect to the subject matter hereof and thereof, and supersedes all other agreements and understandings between the parties with respect to such subject matter. The Agreement shall be construed as if the parties had drafted it jointly, and it shall not be construed against a party responsible for drafting one or more of its provisions. The Agreement may not be amended except pursuant to a writing signed by Tennant and Customer and except that Tennant may amend the Service Terms by posting changes thereto at [www.tennantco.com/terms](http://www.tennantco.com/terms), which changes shall be effective 30 days after they are so posted. If this Service Plan is not signed by Customer within thirty (30) calendar days of the date this Service Plan is presented to Customer for signature, this offer to contract by Tennant shall automatically be revoked, and this Service Plan shall be void and of no force or effect even if later signed by Customer.