

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 Agreement and Tennant's Service Terms and Conditions, available at <u>https://www.tennantco.com/en\_us/general-policies/terms-of-service.html</u>.

**Term and Termination.** This 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 "Initial Term"). At the end of the Initial Term, this agreement shall automatically renew for additional one year periods until terminated by either party in accordance with this paragraph. This Agreement may be cancelled by either party at any time upon 60 days written notice unless the Equipment is part of a bundled finance offering. If the Equipment is part of a bundled finance offering, this agreement may be cancelled by either party any time after the Initial Term upon 60 days written notice.

**Tennant Responsibilities.** In consideration of receipt of a fee identified on the Billing Schedule, ("Fee"), Tennant will perform the following services:

• Tennant will perform the inspections and adjustments listed on the Planned Maintenance Checklist during established periodic maintenance visits which Tennant will schedule with the Customer.

• If Customer requests, or Tennant recommends, additional remedial maintenance such work shall be billed at Tennant's PM labor rate then in effect.

• All services will be performed between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays.

• Tennant will provide replacement parts that are new or equal to new in performance, subject to the exclusions set forth below. The parts and consumable items included in the Silver Program are listed on at tennantco.com/terms and may vary by Equipment type. Parts included in the Silver Program must be installed during a regular Planned Maintenance visit.

• 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, cleaned regularly, operated within the limits recommended in the operator's 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 this 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. The express warranties provided in Tennant's Service Terms and Conditions, available at <u>http://www.tennantco.com/terms</u> are Tennant's sole and exclusive obligations to Customer with respect to any service labor and repair parts provided by Tennant.

**Service Charges.** The Fee will remain fixed for the Initial Term, after which Tennant may change prices by giving 60 days written notice of the change. The Fee for the services is based on the age, type and usage level of the

Equipment and the environment in which the Customer uses and stores the Equipment. The Fee includes labor, site charges, and parts listed on the Planned Maintenance checklist installed during a Planned Maintenance visit. An additional portal charge will apply for each visit if the 'Portal' box is checked below. 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 (a) 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; or (b) that the usage of the Equipment exceeds the Usage Levels set forth below; then Tennant may adjust the Fee at any time upon 30 days written notice.