



Kärcher Care Service Agreement

On this _____ day of _____, 2018, _____ (Customer)

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

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

- KNA will send an experienced service representative to your business to perform all of the service functions requested.
- 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.
- KNA will invoice for all labor, travel, service fees, and any replacement parts not covered under warranty, in addition to shop supply fees and freight charges.
- 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.

Hours of Operation

- Standard hours of operation are 8:00 AM to 5:00 PM – Monday through Friday.
- Service performed outside of the standard hours listed above are excluded from the service agreement and will be billed at customer's overtime 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.

Kärcher North America Headquarters

4555 Airport Way
 Denver, CO 80239
 USA
 T 800 456 6649
 F 303 738 2818
 info@karcher.com
 www.karcher.com/us

Englewood, CO

1351 W. Stanford Ave.
 Englewood, CO 80110
 USA
 T 303 762 1800
 F 866 879 6192

Kärcher Canada

6535 Millcreek Drive Unit 67
 Mississauga, ON L5N 2M2
 Canada
 T 905 672 8233

Blackwood, NJ

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

Camas, WA

4275 NW Pacific Rim Blvd
 Camas, WA 98607
 USA
 T 888 805 9852

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



Kärcher Care Rates

- Commercial Floor Care Rates

Travel	\$82.00 per hour with one hour minimum billed in 15 min. increments thereafter
Labor	\$82.00 per hour with one hour minimum billed in 15 min. increments thereafter

- Industrial Floor Care Rates

Travel	\$100.00 per hour with 1 hour minimum billed in 15 min. increments thereafter
Labor	\$100.00 per hour with 1 hour minimum billed in 15 min. increments thereafter

* Industrial units such as Karcher B250, B300, KM125, KM130, KM150

Kärcher Care Parts Pricing

- KNA will supply all parts for all calls.
- 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. There will be an extra charge for shipping and handling as follows: Standard (UPS Ground) \$24.99, Expedited (UPS Second Day Air) \$39.99 or Express (UPS Next Day Air) \$79.99.
- Parts Prices are subject to change without prior notice.
- Commercial Floor Care

Commercial Floor Care KNA Parts	Manufacturer's list price
---------------------------------	---------------------------

- Industrial Floor Care

Industrial Floor Care KNA Parts	Manufacturer's list price
---------------------------------	---------------------------

* Industrial units such as Karcher B250, B300, KM125, KM130, KM150

Billing and Payment Terms

- There will be 1 (one) invoice per unit per service occurrence.
- Standard Not-To-Exceed (NTE) amounts are set all service requests. Any repairs on commercial battery equipment under \$500, corded equipment under \$200 and industrial floor care equipment under \$1,000 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 technician's recommendation for repair.
- Any units worked on within the same service occurrence at the same location will not be subject to the one hour minimum labor charge. They will be billed in 15 minute increments per unit.
- A Shop Supply fee of \$6.99 will apply to each service invoice to cover miscellaneous supplies such as personal protective items, rags, lubricants, tapes, sealants, solvents, cleaners, fasteners 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 \$3 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.



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 monthly fee: repair of damages caused by negligence, abuse, accident, unauthorized modifications, or unauthorized service work; painting, refinishing, or body repair; batteries (unless a battery replacement option is elected at the time of signing the agreement - additional monthly fees apply), 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). 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 "Monthly Fee" and will be subject to the Service Rates and Parts Pricing outlined in the service agreement below. Any service required outside of the standard hours of operation are subject to additional charges.

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; provided however, that the limitations of coverage in KNA's insurance policies will not limit KNA's indemnification obligations under this Agreement. Such insurance will include, without limitation, commercial general liability, worker's compensation, product liability, completed operations, blanket contractual liability, and personal injury 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.

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.

KÄRCHER



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 all other documents incorporated by reference 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.

Term, Termination and Rates adjustments: This Agreement shall be effective as of the date of signature by KNA (the "Effective Date") and shall continue for twelve (12) months after which it will automatically renew on a month-to-month basis. Labor, Travel/Service Fee rates will increase 3% each year from the Effective Date to accommodate costs such as cost of living, benefits, and insurance. This Agreement may be cancelled by either party upon sixty (60) days written notice.

Customer agreed and accepted

Kärcher agreed and accepted

By _____

By _____

Print _____

Print _____

Date _____

Date _____