



TENNANT SALES AND SERVICE CANADA ULC

GENERAL TERMS & CONDITIONS (SERVICE)

These Service Terms and Conditions together with any Service Plan entered into by Customer (collectively the "Agreement") govern the purchase of maintenance or repair services for specified equipment ("Equipment") by Customer from Tennant Sales and Service Canada ULC, a British Columbia Corporation ("Tennant"). Terms of sale for Tennant's product offerings may be found at tennantco.com.

1. Construction. If Customer has entered into a separate written Service Plan, such Service Plan shall be construed together with these terms, however, the terms of such Service Plan shall prevail if in actual conflict with these terms. TENNANT EXPRESSLY ACKNOWLEDGES ITS OBLIGATION TO PERFORM ON CUSTOMER'S ACCEPTANCE OF THE TERMS OF THE AGREEMENT.

2. Inconsistent Terms. The terms of this Agreement, together with the terms of the Service Plan, if any, supersede all inconsistent terms and conditions in documentation submitted by Customer to Tennant.

3. Tennant Responsibilities. Tennant will service the Equipment as required by the Service Plan or as requested by Customer, extraordinary wear and tear excepted, subject to Customer's compliance with this Agreement and the following conditions:

- A. All maintenance services shall be performed between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays.
- B. Tennant will provide replacement parts that are new or equal to new in performance.
- C. Tennant will service the Equipment at Customer's facility. If, in Tennant's judgment, repair at Customer's facility is not practical, Tennant may in its sole discretion elect to repair the equipment off-site.

4. Customer Responsibilities. Customer is responsible for performing routine maintenance services according to procedures described in the Equipment Operator and 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 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.

5. Payment Terms. Payment terms are net thirty (30) days, from date of invoice. All charges are exclusive of federal, state, provincial municipal, or other government excise, sales, use, duties, occupational taxes and similar charges. Customer will pay all costs of collection including reasonable attorneys' fees and costs. Customer has no rights of set-off.

6. Intellectual Property. All intellectual property in goods and services provided by Tennant is the sole and exclusive property of Tennant. No intellectual property rights in goods or services

are assigned, licensed or transferred hereunder. The obligations of this section shall survive termination.

7. Limitation of Liability.

- A. Tennant is not responsible for (a) injury to persons or property except to the extent such injury is the result of Tennant's negligence or intentional misconduct; (b) incidental or consequential damages arising out of Tennant acts, omissions, performance or nonperformance hereunder; or (c) any damages or injuries caused by Customer's failure to comply with applicable laws, regulations, or statutes relating to safety, health, or the environment.
- B. Tennant's total liability arising out of the provision of services, whether in contract, tort (including negligence), strict liability or otherwise shall not in any case exceed the cost of the services for which any claim is made.
- C. In no case shall Tennant be liable to Customer or any third party for any indirect, consequential, incidental, punitive or special damages.

8. Indemnification. Tennant shall indemnify, defend and hold Customer harmless from and against any claim, demand, cause of action or liability for direct damage to the extent arising from Tennant's negligence or intentional misconduct in connection with its provision of services to Customer, subject to the limitations noted in Section 7.

9. Insurance. Tennant shall maintain Workers' Compensation coverage as required by federal, provincial or municipal law in which the work is being done with respect to its employees working on Customer's premises. Tennant further maintains liability coverage in amounts commensurate with standard industry practice.

10. Warranty.

- A. The warranties provided in this Section 10 are exclusive and are given and accepted in lieu of any and all other warranties, express or implied, including, without limitation, any warranty of merchantability and fitness for a particular purpose are expressly disclaimed.
- B. Service Labor performed by a Tennant service representative is warranted for thirty (30) days from the date the repairs are completed. This warranty does not cover work performed by any service company other than Tennant, and is restricted to the operation or component for 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 Tennant.
- C. Repair Parts supplied by Tennant are warranted against defects for a period of ninety (90) days from the date the repairs are completed, excluding batteries. Batteries supplied by Tennant are warranted at replacement cost pro-rated for the time remaining in the warranty period. The warranty period for Lithium-Ion and Lead-Acid batteries is twelve (12) months from the date the repairs are completed. The warranty period for AGM and Gel batteries is (90) days from the date the repairs are completed. Labor and travel

for repair parts installed by Tennant are warranted for thirty (30) days from the date the original repairs are completed.

11. Force Majeure. Tennant 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.

12. Choice of Law; Disputes. The validity, performance, construction and effect of this Agreement shall be governed by and construed under the laws of the province of British Columbia and the federal laws applicable therein, without giving effect to the principles of conflict of laws. This Agreement expressly excludes the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Tennant and Customer agree to make a good faith attempt to settle any dispute arising under this Agreement. To the extent they are unable to resolve a dispute informally, the parties agree to make a good faith attempt to resolve the dispute by mediation in Toronto, Ontario. If such mediation fails to resolve the dispute, the parties agree to private arbitration conducted by a neutral arbitrator pursuant to the Simplified Arbitration Rules of the ADR Institute of Canada, Inc. then in effect. The arbitration shall be held in Toronto, Ontario and shall apply to the substantive law of British Columbia.

13. Assignment. This Agreement is not assignable without the prior written consent of Tennant. Assignment without such consent is void.

14. No Waiver. No waiver, alteration or modification of any of the provision of this Agreement shall be binding on either party unless in writing and signed by each party. Waiver of any breach of this Agreement by either party, or failure by either party to exercise any rights under this Agreement on one or more occasion is not a waiver of any right available to either party hereunder.

15. Severability. If any provision of this Agreement 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.

16. Legal Compliance. Tennant and Customer shall comply with all applicable federal, state, provincial and local laws.

17. Language. The parties have required this Agreement and all documents and notice relating to this Agreement to be drawn up in the English language. Les parties aux présentes ont exigés que le présent contrat de service et tous autres contrats, documents ou avis afférents aux présentes soient rédigés en langue anglaise.

18. Counterparts. This Agreement may be executed in one or more counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

19. Currency. All dollar amounts referred to in this Agreement are stated in Canadian dollars.

20. Ethics Compliance. Tennant strives to conduct business in accordance with the principles in our Business Ethics Guide, available at tennantco.com. If you believe that Tennant has not

lived up to these principles, you can anonymously report your concerns by using a toll-free hotline: 1-877-774-6504.

21. Contacts. For all inquiries, call Tennant Customer Service at 800-553-8033, or email to info@tennantco.com or write to the following address: Tennant Sales and Service Company, 701 North Lilac Drive, P.O. Box 1452, Minneapolis, MN 55440, Attn: Tennant Customer Service.