

Service Contract Business Terms and Conditions

Introduction

The Terms and Conditions stated below apply when the Customer has signed a service contract (Contract Quote) with Nilfisk, unless otherwise agreed between the Parties in writing.

Definitions

Unless the context otherwise requires, terms and expressions with capital first letters used in this Agreement shall have the meanings set out below or the meanings otherwise defined in this Agreement. If capitalized terms are not explained or defined, they shall be interpreted in accordance with their general meaning, as the context requires.

Agreement means these Service Contract Terms and Conditions

Appendix means the applicable appendix to this Agreement stating local terms, rates etc.

Contract Quote means the Service Contract Quote signed by the Customer

Customer means the recipient of the Services under this Agreement

Law means any applicable law relevant to this Agreement amended from time to time

Machine the Machine mentioned in the Contract Quote and covered by this Agreement

Nilfisk means Nilfisk A/S or the local entity within the Nilfisk Group as stated in the Contract Quote

Services the services performed by Nilfisk as set out in Section 1 and 2 in this Agreement

Service Contract Charges the charges payable by the Customer for the Services provided by Nilfisk as further specified in the Contract Quote

Service Visit a visit by a Nilfisk technician as specified in Section 1 and/or 2 in this Agreement as the case may be

1. Maintenance Service

1.1. Maintenance Service is defined as the regular planned visits from Nilfisk. The annual number of visits is agreed upon in the Contract Quote based on expected levels of Machine usage and usage environment or agreed via the digital dynamic monitoring solution, where available.

1.2. Ahead of a Maintenance Service visit, Nilfisk will contact the Customer in order to schedule the visit.

1.3. Nilfisk undertakes to technically check and, if necessary, lubricate the Machine(s). Visits are finalized with a functionality test, and any

tests and checks required by local mandatory Law will also be carried out.

1.4. Any service activities performed during a Maintenance Service visit that fall beyond normal maintenance service as defined by Nilfisk from time to time (more information on what is included for each machine can be provided on request) and beyond the "fair usage" policy as defined in Section 3.2 will be billed, provided that the Contract Quote does not cover the activities performed and/or components utilized.

1.5. Repair and replacement of components during Maintenance Service visits will be performed at the sole discretion of the Nilfisk technician.

2. Repair Service

2.1. Repair Service is defined as visits performed due to a breakdown or other issues with the Machine, where the Customer calls Nilfisk stating such breakdown and/ or issue, and whereby Nilfisk schedules a visit in order to address the issue.

2.2. Nilfisk will attend to breakdown calls according to the locally promised response times for the selected contract type as stated in the Contract Quote.

2.3. Response time is defined as the maximum time from a breakdown call/notice is registered with Nilfisk, until the Nilfisk technician is on site to attend the breakdown. The response time is specified in the Appendix. The response time does not include weekends or local holidays. The specified response times may not be applicable if the equipment is located in remote or hard to reach areas, e.g. islands with no bridge connection or the like.

2.4. Repair and replacement of components during Repair Service visits will be performed at the sole discretion of the Nilfisk technician.

3. Service Coverage Specifications

3.1. Service and component coverage depend on the selected contract type and the selected options, as defined in the Contract Quote.

3.2. The coverage as set out in the Contract Quote is subject to a "fair usage" policy, meaning that if Nilfisk identifies potential excessive use on one or multiple Machines listed in the Contract Quote, the root cause will be attempted identified in collaboration with the Customer. If this contrary to expectations cannot be solved, Nilfisk reserves the right to terminate or amend the Contract Quote and/or charge for extra costs incurred for such excessive use. "Excessive Use" refers to usage levels above that stated in the Contract Quote, excessive costs, or if the environment in which the Machine is operated is of a harsh nature (e.g. high dust environment, extreme temperatures such as in cold stores, or abrasive surfaces such as non-slip flooring, or the like).

3.3. Nilfisk will supply components and materials to carry out the Service Visits but does not warrant their availability. Components and materials not included in the Contract Quote will be billed. Any component contract coverage, or component discounts offered in the

Contract Quote, are only applicable during the Service Visits, i.e. not through other channels.

3.4. Component categorization is defined as the following:

3.4.1. Spare parts are integral parts of the Machine, e.g. motors, valves, pumps, control boards and handles.

3.4.2. Batteries and chargers are defined as the batteries and external chargers provided at the purchase of the Machines.

3.4.3. Consumables are components requiring regular replacement or top-ups due to normal wear and tear, e.g. hoses, cables, oil; parts with direct floor contact such as brushes, squeegee blades and side skirts.

3.4.4. Pads, chemicals, detergents and dust bags are not included for any contract type.

3.5. Replacement of components without charge solely encompasses component versions already installed on the Machine. Extra and/or new components or upgraded versions of the components will be charged separately.

3.6. The warranty for the Machines listed in the Contract Quote is extended by one year, provided that the Machines are new, i.e. that the Contract Quote is concluded within thirty (30) days from the delivery date of the Machine.

3.7. Additional charges will be applied for work carried out by the Nilfisk technician in relation to collision or willful damage, misuse, abuse, incorrect or lacking daily maintenance of the Machine for which the Customer is responsible.

3.8. While Nilfisk strives to send the same Nilfisk technician for all visits on the stated location, operational circumstances may in some instances require Nilfisk to send another Nilfisk technician.

3.9. Nilfisk cannot guarantee a "first-time fix" when providing the Services during a Service Visit.

3.10. Specifics for Customers with Premium coverage:

3.10.1. Coverage of batteries and chargers requires correct Customer maintenance, top-ups and charging cycles as per the instructions in the user manual for the Machine. Nilfisk reserves the right to consult a third-party battery specialist to examine damaged batteries if deemed needed.

3.10.2. Consumables are limited to an annual amount of sets equal to the amount of annual Maintenance Service visits agreed upon. The Consumables will be supplied/replaced as required at each maintenance visits.

3.10.3. Weekend and local holiday coverage is not available in all regions and is dependent on local availability of Nilfisk technicians on a case-by-case basis. Availability cannot be guaranteed. Weekend and local holiday coverage is not included in the Contract Quote, but is solely an option for Premium coverage holders, and will be charged on a case-by-case basis at locally specified rates as further described in the Appendix.

4. Customer Obligations – Service Visits

4.1. The Customer is responsible for making sure that Nilfisk has access to the Machine at the agreed time for planned Service Visits during Nilfisk normal working hours (as stated on the local Nilfisk website), or otherwise at individually agreed times outside normal working hours.

4.2. Nilfisk will charge the Customer for any extra labor or travel incurred in case of inability to access the Machine at the agreed upon location, date and time.

4.3. During Service visits the Customer is responsible for ensuring that the Services can be performed in a safe location.

4.4. The Customer is responsible for informing Nilfisk about the presence of any dangerous substances or circumstances on-site and providing the Nilfisk technician with the necessary information regarding safety precautions. It is the Customer's responsibility to provide the necessary safety measures and items for the Nilfisk technician, and pay all costs related to this.

4.5. The Customer is responsible for informing Nilfisk in due time regarding changes in location of any of the Machines in the Contract Quote. Discounts given based on the Machine locations will be changed accordingly.

5. Customer Obligations – Usage and Daily Maintenance

5.1. The Customer is responsible for carrying out daily and weekly maintenance and checks on the Machine, including top-ups of oils, lubricants, coolants and liquids as detailed in the Machine user manual.

5.2. The Customer shall perform daily and periodical controls and top-up of batteries respecting the batteries charging cycles as defined in the Machine user manual.

5.3. The Customer shall utilize materials such as oil, grease, water, detergent, etc. which must be used in accordance with the standards defined in the Machine user manual.

5.4. The Customer shall not carry out modifications or adjustments to the equipment or allow third parties to carry out maintenance or repairs without the prior written accept from Nilfisk. Nilfisk is not obliged to perform Services under this Agreement and/or coverage under any warranty without Nilfisk having provided the accept.

5.5. The Customer has the responsibility to notify Nilfisk as soon as the Customer becomes aware of an anomaly in the operation of the Machine, as well as in the event of leaks, abnormal wear and tear or noises, upon modifications to the conditions of use provided for in the Machine maintenance manual and usage levels as set out in the Contract Quote, or the like.

6. Prices and Payment Terms

6.1. Service Contract Charges plus current sales tax are payable in advance. Nilfisk is entitled to suspend all its obligations under this Agreement and the Contract Quote if the Customer does not fulfill the payment obligations under this Agreement towards Nilfisk.

6.2. Services and components not covered by the Service Contract Charges will be charged separately by Nilfisk. Components supplied by Nilfisk remain the property of Nilfisk until the related invoice is paid in full by the Customer.

6.3. Nilfisk will annually adjust the Service Contract Charges and the prices for the components as stated in the Contract Quote in accordance with the relevant local Retail Price Index.

6.4. Payment terms and payment of any interest in case of late payments of invoices is specified in the Appendix.

6.5. All invoices will be stated in local currency and all payments shall be made in local currency as further described in the Appendix.

7. Limitations of Liability

7.1. Nilfisk is not responsible or liable for any damage or expenses incurred due to, but not limited to:

7.1.1. Failure by the Customer to comply with the obligations as set out in Section 5 of this Agreement;

7.1.2. Operation of the Machine that does not comply with the safety rules as stated in the Machine user manual, and/or in case of inexpert, incorrect or improper usage of the Machine;

7.1.3. Incidents from willful or accidental damage, such as tampering, overturning, fire, sabotage, collision, incorrect storage, as well as damages caused by gross negligence, misuse, abuse, malicious acts, or abnormal wear and tear;

7.1.4. Any repairs or mechanical intervention not performed by Nilfisk, or usage of components not supplied by Nilfisk; and

7.1.5. The Customer's non-compliance with Laws, regulatory provisions etc. applicable to the Machine.

7.2. Nilfisk's aggregate liability arising out of or related to this Agreement, whether in contract or tort, shall never exceed an amount equal to the average monthly payments made by the Customer under this Agreement (excluding VAT, taxes and charges) times 12, except that this limitation of liability shall not apply to any damages or loss caused by Nilfisk, its Machines and/or Services and arising out of (i) any death or bodily injury, or (ii) any other cause for which liability cannot be limited or excluded according to applicable, mandatory Law.

7.3. In case of a warranty claim on components and material, the liability of Nilfisk is limited to the cost of repairing or replacing the faulty component and material. Any labor performed beyond rectifying the warranty issue at hand is not covered.

7.4. Nilfisk will not be liable to the Customer as a result of this Agreement for any special, indirect, incidental, punitive or consequential loss or damages including, without limitation, loss of future revenue, income or profits, diminution in the value of Customer or any multiple

thereof and diminution or loss of business reputation or opportunity or any multiple thereof, or damages arising from changes in or interpretations of any Law.

7.5. Nilfisk shall not be liable for any failure to perform or any delay in performance of this Agreement, due in whole or in part, directly or indirectly, to fire, act of God, strike, lockout, labour disruption, lack of raw materials, supplies, or components, retooling, delays of carriers, embargo, government order or directive, civil insurrection or disruption, riots, cyberattacks, pandemics, or any other reason beyond a Party's reasonable commercial control.

8. Term and Termination

8.1. This Agreement shall commence on the date stated in the Contract Quote and run for a period of one calendar year. This Agreement and the Contract Quote will annually be extended by one calendar year. "Pro" contracts as defined in the Contract Quote shall run indefinitely, unless terminated in accordance with this Agreement. "Plus" and "Premium" contracts as defined in the Contract Quote shall run for a maximum of five (5) years, unless otherwise indicated in the Contract Quote, and shall thereafter be converted to "Pro" contracts unless terminated in accordance with this Agreement.

8.2. In case the Parties have agreed annual invoicing each of the Parties may terminate this Agreement and/or the Contract Quote in writing subject to three (3) months' notice. In case the Parties have agreed on quarterly or monthly invoicing, each of the Parties may terminate this Agreement and the Contract Quote in writing subject to six (6) months' notice. The Contract Quote can be terminated for one or multiple Machines as mentioned in the Contract Quote with the aforementioned notice. For the avoidance of doubt Nilfisk will refund the Customer for any prepaid visits not yet performed in case of a termination by Nilfisk.

8.3. This Agreement can be terminated by Nilfisk without notice in case the Customer becomes bankrupt, has a receiving order against him, makes an arrangement with his creditors, takes or suffers any similar action as a result of debt, as well as in case of a transfer and/or merger of the Customer's business, shares or similar actions, or in case the Customer passes away.

8.4. This Agreement may be terminated by either Party if the other Party is in material breach of any of its obligations under this Agreement and fails to remedy that breach within thirty (30) days after receiving written notice of the breach.

8.5. This Agreement and the Contract Quote can be terminated by Nilfisk for convenience with three (3) months written notice.

9. Governing Law and Jurisdiction

9.1. Unless otherwise agreed between the Parties, the governing law and jurisdiction related to any dispute between the parties arising out of, under or related to this Agreement is further specified in the Appendix.



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Email: service.uk@nilfisk.com

Website: <https://www.nilfisk.com/en-gb/>

Appendix to Service Contract Business Terms and Conditions

Contact details for service or breakdown support

Online form: www.nilfisk.com/en-gb/

E-mail: workorders.uk@nilfisk.com

Telephone: 01768 868995

2. Repair Service

The relevant Response Time under the Agreement Section 2.3 is:
48 Hours Monday - Friday or 24 Hours for Premium Contract cover.

3. Service Coverage Specifications

The locally specified rates as stated in the Agreement Section 3.10.3 is:
Call-Out = £82.00 & Labour = £115.00/hour

6. Prices and Payment Terms

Payments according to the Agreement shall be made [Net thirty (30) – specify days] days after the date of Nilfisk's invoice, and any late payment may be subject to payment of an interest of 1.5% per commenced month of delay.

According to the Agreement Section 6.5 all invoices shall be stated in local currency - GB Pound and all invoices shall be paid in GB Pound.

9. Governing Law and Jurisdiction

Unless otherwise agreed between the Parties, this Agreement is governed by the laws of The United Kingdom without regard to the conflict of laws, rules, provisions or statutes of any jurisdiction. Any dispute between the parties arising out of, under or related to this Agreement shall be referred to the exclusive jurisdiction of the court of first instance in United Kingdom, London.