

Silver/Silver Intelli Annual Planned Preventative Maintenance Contract

The Silver / Silver Intelli Planned Preventative Maintenance Contract comprises the services listed in the following in addition to the TASKI Standard Warranty:

- Spare parts, maintenance and servicing labour during the term of the contract;
- Scheduled preventative maintenance service call/s per year; Includes over 25 comprehensive checks made.
- Repairs necessary due to normal wear and tear during normal usage;
- Response to breakdown call outs within:
 - a. STD Option (Standard) 72 hours from the time of Diversey being informed
 - b. Intelli Option 48 hours from the time of Diversey being informed

The following is NOT included:

- Cost of servicing AND repair of the equipment necessitated by improper use or accidental
- Damage and external influences such as humidity, air pollution, vibration, force majeure;
- Or third party intervention;
- Consumable items not included: pad drives, floor pads, brushes, squeegee blades;
- Functionality guarantee for batteries and chargers during the term of the contract beyond
- Misuse and abuse. Misuse will be deemed as incorrect use of the asset causing actual damage or putting the asset out of temporary or permanent operation. Abuse will be deemed as accidental or willful actual damage or putting the asset out of temporary or permanent operation.
- Failure to maintain or neglect of TASKI yellow self maintenance points will be considered as misuse and will therefore be chargeable.

Standard TASKI Warranty Terms.

The Silver Planned Preventative Maintenance policy must be taken out within 30 days of sale or delivery of equipment. Customers wishing to purchase a TASKI Silver Service Contract after 30 days or at a later subsequent date will be asked to first purchase a TASKI Bronze Service before any machine is adopted. Diversey reserve the right to refuse for any reason adoption of any machine within a TASKI Service Contract.

General Terms of Business:

1. The TASKI Service Department is open within normal working hours.
2. The machine and accessories must be purchased from Diversey or a supplier licensed by Diversey. This includes batteries and chargers.

Service:

3. All work shall be performed by Diversey's qualified service staff or outside qualified service personnel commissioned by Diversey during normal working hours, normally subject to timely prior notice. If Diversey is unable to comply with an agreed service date for reasons which are beyond Diversey's control, the parties to the contract shall make arrangements for a new service date without the customer being entitled to any damages or other compensation.
4. The customer is obliged to accept repair work as soon as completion is notified or as soon as any test specified in the contract, if applicable, has been performed. If the repaired equipment is put into operation, then the customer shall be deemed to have accepted repair work.
5. Diversey will perform the services agreed in this contract based on the manufacturer's maintenance schedule at the agreed time intervals. Maintenance work performed based on the maintenance list must be accepted by the customer.
6. Portable appliance testing (electrical test) will be conducted at time of service, if applicable
7. All Planned Preventative Maintenance calls will be scheduled based on usage.*

Exceptional claims are subject to Engineer's inspection and charged at Diversey's discretion.

Term and Termination of Contract:

8. This contract shall come into force after it has been signed and shall be for a maximum of 3 years. It may be terminated by either party to the contract subject to one month's written notice concluding at the end of a calendar year.
9. If there is no written notice at the end of the first year the term of the Silver contract is automatically renewed for a further year. Renewal will continue annually, subject to the availability of spare parts, until such notice is given and received.
10. Either party to the contract shall be entitled to terminate the contract without notice for good cause. Diversey shall, in particular, be entitled to terminate the contract without notice for good cause if the customer has filed a petition for commencement of insolvency proceedings, if the customer has a winding up petition served against it, if there is a change in the ownership structure of the customer's business or if the customer, despite having received a written reminder or having been granted a reasonable period of grace, fails to comply with its obligations from this contract and the equipment subject of this contract is transferred to third parties in part or in whole.

11. The contract parties agree not to refund any pre-paid fees. This applies to the remaining months of the year in which the contract is cancelled.

Fee:

12. Any service costs that are not included will be charged at TASKI standard service prices (referred to as Pay as you go).
13. Silver planned preventative maintenance contract costs charged in advance, installments will be charged as set out in the 'Machine Service Contract'.
14. If the machine is not repaired during the first visit, no charge is made for the second visit.
15. If extra time is needed, additional costs are incurred and more efforts are required, the cause of which is a customer's failure to inform Diversey of a relocation of the equipment subject of the contract, the additional costs incurred shall be charged to the customer in full.
16. Value-added tax will be added to prices for parts and fees for services at the statutory rate.
17. Diversey is delighted to confirm Silver customers are eligible for a discount on all TASKI consumables and replacement batteries. Contact Diversey for more details.
18. Upon expiry of the first 12-month period of the term of the Silver contract, Diversey shall be entitled to increase the price for services performed based on this contract. The customer shall be notified of price increase in writing.

Liability:

19. Diversey shall assume 24 months' warranty for new machines (unless specified otherwise in writing). Only vacuums, sweepers and steamers have a 12 month warranty and the risk in the goods shall pass to the customer or its respective client upon return delivery or surrender of the repaired equipment. If equipment is to be delivered to a place other than the place of performance, risks shall pass to the customer upon surrender of equipment to the carrier or forwarding agent. This rule shall apply even if Diversey bears the costs of shipment.
20. This service contract does not apply to correction of faulty maintenance, servicing or defects caused by excessive use or operation in violation of the operating instructions and for which the customer is responsible.
21. The customer shall ensure that the users of the machines which are the subject of this contract have been adequately trained and are therefore able to use the machines properly and that the machine is operated in conformity with the operating instructions. The customer undertakes to promptly inform Diversey of any defects whatsoever in the machines which are the subject of this contract.

22. The customer is responsible for use of the equipment in conformity with the operating instructions and observance of statutory provisions for operating the equipment, including industrial safety regulations. Failure by the customer to have equipment serviced constitutes a breach of this contract.
23. Diversey's liability for patent defects shall expire after the customer has accepted Diversey's performance unless the customer reserved the right to claim warranty for a specific defect in writing.
24. If the parts replaced by Diversey become unfit for use within the warranty period mentioned above as a result of faulty design, material defects or inappropriate workmanship, such parts shall at Diversey's discretion either be reworked or re-installed free of charge. Diversey shall not assume any warranty or liability for damage caused by improper, inappropriate or excessive use, unauthorised or improper attempts at repair or changes, faulty or negligent treatment of equipment, insufficient or inappropriate maintenance and care, chemical or electrical impact, which are beyond Diversey's control and which render the equipment, the replaced part or the repair work useless as a whole.
25. If the machine is not maintained as described in the user manual, then the guarantee will become invalid.
26. Added guarantee on services performed: If a call is logged within 14 days after the service has been performed, then Diversey will initially assume it is a re-call. However, if on site Diversey discover that the two calls are not connected; all costs will be charged to the customer in full.
27. Subject to legal liability being proven, Diversey shall assume liability for defects caused by it in connection with performance subject of this contract.

Final Regulations:

28. Changes in and amendments to this contract shall only be effective when agreed in writing by the two parties. If individual provisions of this contract are or become invalid or ineffective, this shall not affect the effectiveness and validity of the contract as a whole. The invalid or ineffective provision(s) shall be replaced by alternative stipulation(s) agreed upon by the parties to the contract which most closely correspond to the original provision(s) as far as the economic purpose is concerned. The same applies to omissions and loopholes in the contract.