



AUTHORIZED SERVICE AGENT AGREEMENT

Effective the day of: _____ (“Effective Date”)

Electrolux Professional, Inc. (“EPI”) appoints

_____ as a non-exclusive Authorized Service Agent (“ASA”)

for the following EPI brands: [] Electrolux [] Kelvinator Commercial [] Veetsan
[] Dito Sama [] Molteni [] Grand Cuisine

ASA agrees to serve in the described capacity, in accordance with the terms and conditions hereinafter set forth:

- EPI will pay the ASA for warranty labor as per Addendum 1: Warranty Rate Schedule, for the complete and satisfactory repair of product under warranty.
- EPI will pay the ASA for Equipment Start-up and Performance Checks as per Addendum 2.
- ASA agrees to EPI’s Standard Terms and Conditions as per Addendum 3.
- ASA will provide an adequate organization of trained personnel to service directly or indirectly through Sub-ASAs all of the listed brands.
- ASA agrees to use only Original Equipment Manufacturer (OEM) parts for warranty repairs.
- ASA agrees to maintain minimum critical functional spare part inventory.
- ASA agrees to provide Equipment Start-up and Performance Check services for the Products listed in Addendum 2: Equipment Start-up and Performance Checks.
- ASA agrees to provide a four (4) hour contact time for all emergency calls.
- ASA agrees to provide a ninety (90) day labor warranty.
- ASA shall submit warranty claims to EPI within thirty (30) days from completion date or risk denial.

Authorized Service Agent

Electrolux Professional, Inc. (2 signatures required)

Print Company Name

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name: Joe Takhar
Title: Regional Service Director, North America

Name: _____
(typed or printed)

By: _____
(Authorized Signature)

Title: _____
(typed or printed)

Name: _____
Title: Field Service Manager



ADDENDUM 1 Warranty Rate Schedule

ASA shall be paid for its service and repair of Products in accordance with the following rate schedule:

(a) Labor: (i) \$_____ per hour of labor if work is performed during normal business hours and on days other than weekends and National Holidays; (ii) \$_____ per hour of labor if the work is performed after normal business hours or on Saturdays; and (iii) \$_____ per hour of labor if the work is performed on Sundays or a National Holiday. For purposes hereof, “normal business hours” means Monday- Friday, 8am-5pm and “National Holiday” means each day other than Saturdays or Sundays (on which the offices of the federal government are generally closed for business). EPI shall not be responsible for labor hours reasonably deemed excessive to perform a given repair. Technicians shall contact EPI Technical Support when unable to diagnose or perform repair in a reasonable time frame.

(b) Travel: (i) \$_____ per hour of travel is performed during normal business hours and on days other than weekends and National Holidays; (ii) \$_____ per hour of travel performed after normal business hours or on Saturdays; and (iii) \$_____ per hour of travel performed on Sundays or a National Holiday. For purposes hereof, “normal business hours” means Monday- Friday, 8am-5pm and “National Holiday” means each day other than Saturdays or Sundays (on which the offices of the federal government are generally closed for business).

(c) Mileage: to be reimbursed at \$_____ per mile

Note: This addendum may be resubmitted by the ASA for acceptance by EPI each January. EPI shall have the sole discretion to accept or reject such resubmission. The purpose of this resubmission shall be only to change the fee structure as stated above.

Effective Date: _____



Addendum 2
Equipment Start-up and Performance Checks

EPI will pay ASA a fee for the start-up and performance of a Product that has been authorized by EPI, the Dealer, the Customer, or the Sales Representative. Said fees shall be in accordance with current schedule of fees below.

ASA’s technicians will perform Start-up and Performance Check of the Products in accordance with the Performance Check procedures provided by EPI that are pertinent to the model product being checked out. Time parameters for this service are to be as follows:

Equipment Type	Start-up / Performance Check
Blast Chillers AOFP, refrigeration, bottle coolers, under counter, refrigerated bases	1.0 hr. / 1.0hr.
Combi Units	3.0hr. / 1.25hr.
Convection Oven	3.0hr. / 1.25hr.
Dishwashers	1.5hr. / 1.0hr.
EM Series	2.0hr. / 1.0hr.
Kettles and Pans	1.5hr. / 1.0hr.
Molteni	2.5hr. / 1.0hr.
N900/N700 Pasta Cooker	1.25hr. / 1.0hr.
Panini Grill Gen 1 and Speedelight	1.5hr. / 1.0hr.
Rethermalizer	1.25hr. / 1hr.
Made to Measure Suites	2.0hr. / 1.0hr.
Thawing Cabinets	1.0hr. / 1.0hr.



ADDENDUM 3
Required Authorized Service Agent Contact Information

Main Branch Contact:

Name: _____
(typed or printed)

Email: _____
(typed or printed)

Phone: _____
(typed or printed)

Dispatch:

Name: _____
(typed or printed)

Email: _____
(typed or printed)

Phone: _____
(typed or printed)

Warranty Contact:

Name: _____
(typed or printed)

Email: _____
(typed or printed)

Phone: _____
(typed or printed)

Parts Contact:

Name: _____
(typed or printed)

Email: _____
(typed or printed)

Phone: _____
(typed or printed)

Service Manager:

Name: _____
(typed or printed)

Email: _____
(typed or printed)

Phone: _____
(typed or printed)

Accounting:

Name: _____
(typed or printed)

Email: _____
(typed or printed)

Phone: _____
(typed or printed)

After Hours Contact:

Name: _____
(typed or printed)

Email: _____
(typed or printed)

Phone: _____
(typed or printed)

Please provide any additional branch or remote office info where available

ADDENDUM 4 – EPI STANDARD TERMS AND CONDITIONS**Replacement Parts Orders, Payment Terms, Cost, & Shipping**

EPI, at its discretion, may transfer parts order requests to the local ASA for parts orders received from EPI customers. EPI shall extend to ASA a 50% discount from Manufactures Suggested List Price for all warranty replacement parts. EPI reserves the right to vary discounts for parts. Payment for parts shall be “Net Thirty” (30) days from the date of invoice. EPI may, but shall not be bound, to extend credit to ASA. EPI reserves the right to change or withdraw, at any time, any and all credit terms previously extended to ASA. All shipments are F.O.B. point of Shipment. All EPI orders will ship prepaid with freight costs added to invoice, unless the ASA specifies a preferred carrier and account number. EPI shall not be responsible for any delays, damages, or losses in shipment. Claims against carriers for delay, damage or loss of shipment shall be made by ASA. ASA shall be responsible for, and shall pay, any and all charges accruing after the arrival of any shipment at destination. Any initial mandatory parts shipments will be sent freight prepaid by EPI. EPI will reimburse freight charges on warranty parts. EPI will provide a shipping account number to be used when it is necessary to return a replaced part while under warranty. EPI will ship all orders to ASA’s place of business including all approved branch locations. An order may be shipped to a destination other than ASA’s place of business if the end user is in the defined region. EPI will not ship to any location outside of the ASA’s Service Territory unless mandated through prearranged agreement with regional or national chain. EPI shall use commercially reasonable efforts to ship all orders in a timely manner and shall invoice at time of shipment. In the event that a part is not available, EPI shall backorder said part and ship the order incomplete, invoicing only for the completed portion of the shipment. When EPI ships backordered part/s, ASA shall be invoiced for said backordered shipment. EPI shall not be liable for failure or delay in filling orders of ASA which have been accepted by EPI where such failure or delay is due in whole or in part, to any labor, material, transportation, or utility shortage or curtailment, or to the cessation of manufacture of the parts ordered, or to any labor trouble in EPI or its supplier’s plants or establishments or to cause beyond the control or without the fault or negligence of EPI. In no event shall EPI be liable for consequential, incidental or special damages.

Should an ASA wish to return materials, they must request a Return Material Authorization (RMA) Number from EPI. Upon receipt of the RMA number, ASA must carefully package the materials, clearly indicate the RMA number on the outside of the package, and ship the package to EPI. Freight charge will be the responsibility of the ASA.

EPI shall use commercially reasonable efforts to notify ASA of any obsolete parts, and ASA will have 120 days from notification date to return part for credit at net price effective at the time of purchase. Electrical parts purchased from EPI, and failed upon installation, may be returned for initial failure (DOA). Specific permission must be obtained from EPI before the failed electrical part may be returned. A complete written explanation of the type of failure must accompany this request. If said request is approved, EPI will issue an RMA for the parts return. If a service part is ordered in error, it may be returned to the parts distribution center. The shipping costs will be the responsibility of the ASA, with an addition of a 20% restocking fee applied to the return. If an ASA has parts that have not moved and wish to return the parts, they may be returned using the following guidelines: Non-Mandatory Stock Items will be accepted – These are commonly used and common stock items. The return parts must have been purchased within the previous 12 months. Please send an email to the parts administration department: (NA-ordersPFS@Electrolux.com) for Return Material Authorization. The following information needs to be included in the request: Qty., Part Number, Description, Invoice number, Order number and customer PO number. A reciprocating PO with an attached parts order must be of equal or greater value, or a 20% restocking fee will apply.

EPI Responsibilities

EPI will pay ASA for warranty labor at the established travel and labor rate amount as determined in Addendum 1 herein, for the complete and satisfactory repair of the product. EPI shall provide all manuals, technical bulletins, and other technical materials, in electronic format. EPI will offer training classes pertaining to installation, servicing and upkeep of EPI Professional products at regional training facilities, or at EPI training centers. There may be fees associated with this training. If training takes place at the premises of ASA, the cost for trainer’s travel may be passed on to ASA. EPI shall provide

suitable certificates as evidence of participation in training programs to qualified ASAs. EPI shall provide telephone technical support 7 days a week 24 hours a day.

Except as provided in written warranties issued by EPI, there are no other warranties expressed, implied or statutory, including warranties of merchantability or fitness for a particular purpose with respect to replacement parts and accessories supplied by EPI. In no event shall EPI be liable to ASA on a claim of any kind, including contract, warranty, strict liability, or negligence, or for special, punitive, indirect, incidental or consequential damages.

ASA Responsibilities

ASA will provide an adequate organization to service directly or indirectly through Sub-ASAs, all of the products in the Service Territory. This organization will be trained and certified on all manufacturers products. At no time will an untrained member of the organization perform any repair to the manufacturer’s products. ASA agrees to establish, supervise and be responsible for a sufficient number of Sub-ASAs to promptly and efficiently service EPI Products throughout the Service Territory. ASA will furnish to EPI a list of all current Sub-ASAs and will regularly update this list and supply updated list to EPI. EPI has the exclusive right to disallow any agreement between ASA’s prospective Sub-ASAs. All Sub ASAs will possess the same training credentials as the ASA.

ASA agrees to maintain at least the minimum inventory of parts recommended by EPI as mandatory. ASA shall also maintain inventory from EPI recommended stock list that is agreeable to both parties. ASA further agrees to use only Original Equipment Manufacturer (OEM) authorized parts for all parts sales and repair of the EPI products. ASA agrees to handle all returned and defective parts and issue credits to customers and Sub ASAs as necessary. ASA will assume all liability and hold EPI harmless for incorrect orders that are not verified in writing prior to shipment from EPI’s facility unless error was made by EPI. ASA shall not sell or offer for sale as an EPI replacement part a part which is not in fact an EPI replacement part. ASA agrees that all EPI branded products will be serviced and fitted only with EPI replacement parts. EPI has reserved the right to offer its customers a warranty for the products purchased. EPI shall reimburse ASA for the cost of servicing in-warranty Products in accordance with Addendum 1 herein. An individual “Return Goods Tag” shall be attached to every part that is returned to EPI. All pertinent information must be included on the parts return tag. If the warranty replaced parts are requested to be returned to the EPI, then these parts are to be packaged to prevent further damage in shipment, as they are all subject to internal testing as part of the warranty approval process. The package should have “WARRANTY PARTS” clearly marked and tagged with all pertinent information. All parts utilized in the warranty repair of EPI products will be held by the ASA for a period of thirty (30) days. EPI will provide the preferred carrier account number to the ASA to use when warranty parts are to be returned to EPI. ASA shall submit warranty claims to EPI within thirty (30) days after the date of completion. Warranty claims shall be submitted through Global Warranty online web portal.

ASA shall maintain accurate records, which shall be sufficient to provide complete information regarding inventory and sale of EPI parts and equipment service history. ASA further agrees that EPI shall have access to such records upon request.

ASA agrees to maintain a twenty-four (24) hour a day service operation. An answering machine or other type of after hour service may be used, but ASA is requested to provide to EPI the private phone number of the signer to this agreement and other responsible managers of ASA for emergency use.

ASA agrees to provide a four (4) hour contact time for all emergency calls within a fifty (50) mile radius of ASAs recorded facilities (every effort should be made to obtain a two (2) hour contact time). Emergency is defined as an inoperative critical piece of equipment or a safety related issue. ASA shall maintain a suitable facility and shall keep business hours at a minimum of Monday – Friday, 8:00am – 5:00pm.

ASA agrees to provide Equipment Start-up and Performance Check services for the Products that EPI has determined as requiring such services. EPI shall reimburse ASA in accordance with Addendum 2 herein. ASA shall follow the

Warranty Claim process to be reimbursed for these services. ASA will maintain the capability of temporarily storing a reasonable quantity of EPI equipment necessary to perform installations for up to thirty (30) days without charge to EPI. When performing a startup on EPI equipment that utilizes water, a water quality report or water sample must be submitted as part of the Equipment Start-up and Performance Check. The Equipment Start-up and Performance Check sheet must be submitted to complete the performance check reimbursement process. ASA will not charge EPI for repeated trips due to ASA's negligence. Repeat trips due to negligence will be determined by the warranty administration team. It will be the discretion of EPI whether repeat trips were the result of negligence.

ASA will at all times carry and require all Sub-ASAs to likewise carry a minimum of \$2,000,000.00 public liability insurance and agrees to provide EPI with written evidence of such as a certificate of insurance of such coverage upon acceptance of this agreement; as Sub-ASAs are added to ASAs service network, or upon request of EPI. ASA shall also carry workers' compensation insurance and automobile liability insurance in amounts at least equal to those specified by law. ASA will indemnify, defend and save harmless EPI, its other ASAs, employees, distributors and equipment dealers from any and all losses, liabilities, claims and causes of action arising out of or resulting from negligent or defective repairs made by ASA or ASA's Sub-ASAs. The obligations under this Article shall survive the termination of this agreement. ASA agrees to comply with all federal, state, county and local codes, restrictions or standards that may be issued from time to time by said regulatory bodies including but not limited to Occupational Safety and Health Act (OSHA) standards.

ASA, ASA's employees, Sub-ASAs and all other persons who may represent ASA on behalf of EPI shall be attired appropriately and maintain a professional appearance including not only personal appearance but also the appearance of vehicle and other items that might be deemed to represent EPI and/or ASA. ASA shall provide training opportunities to its employees and Sub-ASAs in part by taking advantage of training opportunities offered by EPI. ASA agrees: To participate in service training within the Service Territory, upon at least thirty (30) days notices from EPI. To participate in EPI factory training schools when so requested by EPI.

ASA agrees to warrant all repairs made by ASA or by ASA's Sub-ASA against defects in workmanship for a period of at least ninety (90) days from the date of service for labor only. In addition ASA must provide free of charge to the customer, such labor and materials necessary to correct said defective repair. These costs are not to be billed back to the EPI. If additional parts are required, then EPI will reimburse the ASA in the same manner to any warranty parts claim.

General Agreements

Governing Laws

The parties hereto agree to the exclusive jurisdiction of any state or federal court, located within the state of North Carolina and waive any objection based on inconvenient forum with respect to any action instituted in such a court and agree that any dispute concerning this Agreement shall be heard only in the courts described above. Notwithstanding the foregoing, EPI shall have the right to bring any action or proceeding against ASA or its property in the courts of any other jurisdiction. This Agreement shall be governed by, and construed in accordance with, the internal laws (as opposed to the conflicts of law provisions) of the State of North Carolina.

Term of Agreement

Either party may terminate this Agreement by written notice to the other. Except as hereinafter provided, and subject to any applicable state law, such termination shall be effective thirty (30) days after receipt by the other party of the written notice of termination. Neither EPI nor ASA shall by reason of the termination or non-renewal of this Agreement be liable to the other for compensation, reimbursement or damages, either on account of present or prospective profits on sales or anticipated sales, or on account of expenditures, investments or commitments made in connection therewith or in connection with the establishment, development or maintenance of the business or goodwill of EPI or ASA or on account of any other cause or thing whatsoever, provided, however that termination of this Agreement shall in no way affect ASA's obligation to make payment for parts delivered.

Termination of Agreement

In the event of termination of this Agreement by either party and upon compliance with the provisions hereinafter set forth, EPI shall have the option to purchase from ASA and ASA shall have the option to sell to EPI all unused

and undamaged replacement parts listed and priced in the then current EPI Price Lists, purchased by ASA from EPI during the twelve (12) months immediately preceding the effective date of such termination. Such purchase will be at ASA's net cost. Net cost as used herein means purchase price charged exclusive of finance, transportation, and other extraneous charges. Within not more than thirty (30) days following the date of termination, ASA shall mail or deliver to EPI lists of the replacement parts which are eligible to be purchased by EPI under this section. Within thirty (30) days after receipt of such EPI list, EPI shall indicate in writing to ASA which parts it desires to purchase pursuant to this Section. ASA shall retain possession of all such items until receipt from EPI of shipping instructions. Within thirty (30) days thereafter, ASA shall make delivery of such items. Transportation charges shall be prepaid by the ASA, to such destination or destinations as EPI may direct.

ASA shall take such action and shall execute and deliver such instruments as may be necessary (a) to convey good marketable title to all such replacements parts to EPI, (b) to comply with the requirements of all applicable state laws relating to bulk sales or transfers and (c) to satisfy and discharge any liens or encumbrances on such replacement parts prior to delivery thereof to EPI. EPI shall pay ASA for the replacement parts purchased by it under the provisions of this Section within thirty (30) days following delivery of such items to EPI. EPI may deduct from the purchase price any indebtedness of ASA to EPI.

Confidentiality

ASA will maintain in confidence and trust all information, data and other matters relating to this Agreement, Product or EPI's business affairs, prospects, customers or policies, including without limitation, any and all technical advice or specifications provided to ASA by EPI (all such information, data and other matters being collectively referred to as "CONFIDENTIAL INFORMATION"). The CONFIDENTIAL INFORMATION shall not be disclosed by ASA to any person or entity or used by ASA for any purpose other than the performance of its obligations under the terms of this Agreement.

Assignments

This agreement shall inure to the benefit of the parties hereto, their successors and assigns, provided that this Agreement may not be assigned by ASA without the prior written consent of EPI.

EPI may assign all or part of its obligations under this contract to one or more third-parties upon written notice to ASA. In the event that EPI assigns its rights and obligations under this contract relating to order fulfillment to a third-party, EPI will reimburse ASA for replacement parts used in warranty repairs at a price which reflects a 50% discount from the Manufacturers Suggested List Price.

Amendment

No amendment or modifications to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties. Without limiting the foregoing, the terms of this Agreement will control with respect to any inconsistency with any provision of any invoice or similar document of ASA.

Integration of Contract

This Agreement constitutes the entire agreement of the parties hereto as to the matters referred to herein and supersedes any prior or contemporaneous oral or written agreement.

Non-Exclusivity

Nothing in this Agreement shall be deemed to constitute an exclusive appointment by EPI or ASA or to limit the ability of EPI to enter into such other agreements with other ASAs as EPI may in its sole discretion choose.

Independent Contractor

Under this Agreement, ASA is an independent contractor and not an employee of EPI and all persons retained by ASA in connection with this Agreement shall be employees of ASA. ASA shall comply with all requirements of federal, state, county and local laws and regulations regarding employees, including without limitation, workmen's compensation laws. ASA will not represent itself to any person or entity as an employee or EPI.

Arbitration

With respect to any controversy, dispute or claim arising out of or relating to this Agreement, the senior management of EPI and ASA shall first attempt to settle the matter through good faith negotiation within fifteen (15) days after

written notice is given by one party to the other of the controversy, or claim. Any controversy, dispute or claim arising out of or relating to this Agreement that cannot be settled through a negotiation between the parties shall be submitted to arbitration in accordance with the rules of the American Arbitration Association (the "AAA") by which each party will be bound. In the event of a breach of this Agreement, the issue of damages will be determined in such arbitration. If the parties have not agreed during their negotiations on a single arbitrator to whom the controversy, dispute or claim will be submitted, either party may select an arbitrator approved as such by the AAA and send written notice to the other party of the selection. Each such Arbitrator appointed hereunder shall, in addition, be an attorney or former judge who is an accomplished member of the Bar with significant business experience. The party receiving such notice will have thirty (30) days from the date such party receives such notice to select a second arbitrator and to send written notice of such selection to the party who selected the first arbitrator. Failure to select the second arbitrator and to send timely notice, as provided above, empowers the arbitrator first selected to resolve the controversy. If both arbitrators have been duly named, they will as soon as is reasonably practicable (both within thirty (30) days from the date the latter of the two arbitrators was named) name a third arbitrator. Any arbitration proceedings will be conducted in Charlotte, North Carolina. The arbitrators shall have no power to assess against either party punitive or exemplary damages or legal fees. The parties agree to be bound by the decision of the arbitrators and the decision thereof to be entered into any appropriate court or other jurisdiction. The reasonable costs and fees (excluding attorneys' fees) incurred in connection with the arbitration shall be split equally among and payable by the parties, as shall be determined by the arbitrators.

Responsibility for ASA's Commitments

ASA shall be solely responsible for any and all obligations or liabilities incurred or assumed by ASA in the performance of this Agreement. Except insofar as it is specifically provided otherwise in this Agreement, EPI will not be responsible for any obligations or liabilities in any manner, regardless of any suggestion or recommendation with respect hereto by EPI or any of its employees or representatives, unless EPI has agreed to assume the responsibility, either in whole or in part, by written agreement executed by a duly authorized official of EPI. If any action of ASA performed without the specific consent of EPI results in any judgment against EPI or if any claim against EPI arising out of any unauthorized act by ASA is settled with ASA's consent, ASA shall reimburse EPI for the amount of judgment or settlement together with all legal and related expenses incurred by EPI and for any other damages that EPI may have suffered as a result of the unauthorized act. All sales made pursuant to this ASA Selling Agreement shall be subject to EPI policies and/or procedures which may be amended from time to time.

Taxes

ASA hereby certifies that all replacement parts purchased from EPI are for resale in the ordinary course of ASA's business. ASA further certifies that ASA has obtained any license required to collect sales or use taxes incurred in any such resale transactions, and that the number, if any, of such license has been or will be furnished to EPI. ASA agrees, as to any such replacement parts which are withdrawn from stock and put in a taxable use in lieu or prior to resale, and as to any tangible property which ASA purchases for use and not for resale, to pay directly to the appropriate taxing authority and sales, use or similar taxes incurred by such use or purchase, to file any tax returns required in connection therewith, and to hold EPI harmless from any claims or demands made by such taxing authority with respect thereto.

Notices

Any notice required to be given by either party to the other under or in connection with this Agreement shall be in writing and delivered personally or by mail. Notices to ASA shall be directed to ASA or its representatives at ASA's place of business. Notices to EPI shall be directed to a duly authorized official of EPI at EPI's regular place of business. Unless specified therein to become effective at a later date, notices given by mail shall be effective as of the date of mailing, while notices delivered personally shall be effective as of the date of delivery.

No Implied Waivers

The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision nor constitute a waiver of the provision itself.

Offsets and Set Offs

In addition to any other specific rights of offset or set off provided for otherwise in any other document affecting ASA and EPI. EPI shall have the right to deduct any sums or accounts due or to become due EPI from ASA before paying any sums or accounts due or to become due ASA from EPI.