

TERMS AND CONDITIONS—HYSTER CARE MAINTENANCE AGREEMENT/PERIODIC MAINTENANCE CONTRACT

- 1) Charges for these services shall be at the rate indicated on the front side of this form. This charge to include the grease required, but all additional lubricants, parts, or materials and Hazmat will be billed at prevailing rates.
- 2) Any additional service or repairs will be performed only upon authorization by customer/company or customer's/company's representative and billed separately at prevailing rates.
- 3) Customer/Company agrees to make machines available for service upon arrival of the Johnson Lift/Hyster serviceman at location. Or an additional labor charge at prevailing rate will be made for waiting time.
- 4) Customer/Company agrees to provide a suitable place for Johnson Lift/Hyster service personnel to work on machines, unrestricted by space limitations or other interferences.
- 5) Hyster Care Agreement may be cancelled by either party upon giving (30) days written notification by mail. (5a) Periodic Maintenance Contract may be cancelled by either party upon giving (30) days written notification by mail. Upon cancellation prior to the termination date of original contract. Customer/Company agrees to pay Johnson Lift/Hyster an amount equal to thirty percent (30%) of the aggregate amount owing for the remainder of the contract, not as a penalty, but as liquidated damages.
- 6) Delays in furnishing service shall be excused if caused by acts of God, fires, weather conditions, labor controversies, delays in procurement of parts or supplies, or other causes beyond the control of Johnson Lift/Hyster, and in no event will consequential damages be allowed.
- 7) Customer/Company or Customer's/Company's representative agrees to perform the routine daily and weekly inspections and maintenance on the machine in accordance with the manufacturer's operation and maintenance manual.
- 8) Customer/Company agrees to notify Johnson Lift/Hyster immediately upon detection of any mechanical problems or failures that might in any way affect the safe performance of the machine. Johnson Lift/Hyster assumes no responsibility for detection for or correction of any safety problems on the machine during or after Seller's services. Safety remains the sole responsibility of customer/company or user.
- 9) Customer/Company agrees to hold Johnson Lift/Hyster harmless and defend Johnson Lift/Hyster from all claims, damages, injuries and liabilities, including legal fees and costs, arising from customer's/company's failure to properly inspect and maintain the machine and/or to notify Johnson Lift/Hyster of customer's/company's detection of any mechanical problems of failures referred to in condition (8) hereof.
- 10) ESCALATOR CLAUSE—All rates quoted herein are subject to annual review during the month of January and will automatically be adjusted up or down based on current labor rates. Any such change will become effective February 1 of each year and no notice of change will be sent.
- 11) The equipment to be serviced under this agreement and the scheduled calls are stated on front of this form.
- 12) Johnson Lift/Hyster's term of payment for open accounts is net 10 days from date of notice, If the account becomes delinquent and past due, this contract may be cancelled without further notice by Johnson Lift/Hyster.
- 13) Agreement automatically renewed annually unless cancelled in writing.

TERMS AND CONDITIONS

AUTHORIZATION

I/we (buyer) authorize Johnson Lift/Hyster (seller), to perform the repair work described on the front of this form, including all service, parts, and miscellaneous materials necessary to complete the described work. Buyer agrees to an express service loan on the unit/vehicle and authorizes Seller to retain possession of the unit/vehicle until all amounts due for the bill are paid for in full. Buyer grants permission to Seller, its employees and representatives to operate the unit/vehicle as necessary for testing and inspection. Buyer will not hold Seller responsible for damage to or loss of the unit/vehicle, or articles left in the unit/vehicle in case of fire, theft, accident or other causes beyond Seller's control.

Buyer agrees to a minimum storage charge of thirty dollars (\$30.00) per day in the event that Buyer does not pay the bill and pick-up the unit/vehicle within 48 hours after notification of work completion.

If it becomes necessary for Seller to hire an attorney or incur cost to collect on this bill, Buyer agrees to pay all costs and reasonable attorney's fees arising there from.

LIMITED WARRANTY

Warranty as followed:

- 6 months on Hyster parts purchased
- 6 months on labor performed
- 90 days on Exchange components purchased

This warranty will not cover in the case of evidence of neglect, abuse, or unauthorized alteration. All warranty is subject to inspection at a Johnson Lift/Hyster facility. Any labor warranty must be performed by someone authorized by Johnson Lift/Hyster. All warranty is exclusive of transportation costs. Warranty is effective from the date of sale.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

All remedies under this warranty are expressly limited to replacing parts or making repairs as specified above during the warranty period. Claims for loss arising out of any failure of the repaired equipment to operate for the warranty period or loss arising from expenses incurred due to or in connection with the failure of the repaired equipment, including any and all claims for direct or consequential damages are expressly excluded.

INDEMNIFICATION

The Buyer will indemnify and hold Seller harmless from and against any loss, expense, damages, or claims whatsoever for property damage or injury to or death of the undersigned, its agents, employees, Buyer employees, or third persons while Seller performs service at Buyer's premises and during Buyer's ownership, lease, rent, or control of the equipment unless caused solely by Seller's active negligence.

AGREEMENT

Any terms and provisions of Buyer's orders which are inconsistent with the terms and provisions hereof are rejected and will not be binding on Seller nor considered applicable to this repair authorization.

ARBITRATION AGREEMENT

In the event of any dispute which may arise from this agreement, the parties hereto agree to settle such matters through binding arbitration through Judicial Arbitration & Mediation Services, Inc (JAMS), a California corporation, or any other mutually agreeable mediation service.