

Vermeer Canada Promise – Uptime Guaranteed Agreement

Customer Name: _____

Machine: _____

Serial Number: _____

Basic Factory Warranty Expiration: Date: _____ Hours: _____

The Vermeer Canada Promise consists of the following commitments for all new Vermeer equipment sold through a standard sales or rental purchase agreement in the Vermeer Canada Area of Responsibility (AOR). This promise covers all new Vermeer equipment during the standard warranty period AND FOR ANY ADDED EXTENDED WARRANTY PERIOD from the date of delivery:

1. Complete walk around and new ownership startup training.
2. Dealer subsidized Equipment Loaner Program
3. Dealer subsidized travel time program
4. One complimentary after sales service and in shop service inspection
5. Guaranteed field service response program
6. No charge parts freight delivery for warranty related failures.
7. Customized finance options to be provided for all sales.
8. Hard copies of warranty related work orders will be provided for customer records.
9. Automatic notification for any warranty related recalls during warranty period.
10. Extended warranty options will be offered and presented.

Customer	<input type="checkbox"/>	Vermeer Canada	<input type="checkbox"/>
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Vermeer Canada Promise Agreement terms and conditions

1. The sales representative will conduct and the customer will sign off on a complete walk around and new ownership startup orientation upon delivery.
2. Equipment Loaner Program:
 - a. To qualify, the customer's machine must be nonfunctional due to a warranty related breakdown for a minimum of one day.
 - b. This program is subject to availability of a suitable replacement. Exclusions to the program are Maxi drills (100,000lbs and over), Axis units and large track machines (100hp and over).
 - c. Customer is responsible for all transportation costs, fuel, wear parts and regular maintenance and cleaning, for loaner units.
 - d. Customer must provide proof of insurance covering the full retail price of loaner equipment as per the loaner agreement terms.
 - e. No rental charges will be applied to the loaner for the duration of the repair.
3. Dealer subsidized travel time:
 - a. Machine must be down within Vermeer Canada's AOR.
 - b. Service travel time will be complimentary for all warranty related failures that fall within the standard or extended warranty period with the following exceptions:
 - i. All chippers, small units that can be trailered.
 - ii. Any unit that cannot be reliably repaired in the field.
4. Vermeer Canada will perform one (1) complimentary engine oil & filter change and machine inspection for the first scheduled inspection at a one of our local branches after purchase. It is the customer's responsibility to schedule the service.
5. Guaranteed field service response time to be within 24 hours of dealer related notification or a mutually agreed time:
 - a. Actual arrival to the job site may exceed the 24 hours depending on geography and arrangements with customer.
 - b. This response time commitment also includes afterhours.
 - c. Machine must be located in Vermeer Canada's AOR.
 - d. The actual repair may be delayed due to special parts availability and other conditions out of the dealer ship control.
 - e. Customer will be credited \$50 per hour for each hour the response is late
 - i. Maximum \$250
 - ii. Credit will not be paid out in cash; it will be applied to customer's account.

f. Machine must be non-functional to qualify.

i. Machine down must be non-functioning or in a diminished capacity preventing it from performing it's intended functions.

- 6. Free freight on all warranty parts during warranty period.
- 7. Customized finance options to be provided for all sales.
- 8. Hard copies of warranty related work orders will be provided for customer records.
- 9. Automatic notification for any warranty related recalls during warranty period.
- 10. Extended warranty options will be offered and presented.

	Customer	Vermeer Canada
	<input type="checkbox"/>	<input type="checkbox"/>

Customer Responsibilities

- 1. OEM recommended maintenance and preventive maintenance schedules must be followed. These schedules may only be modified through mutual agreement between the Customer and Vermeer Canada Inc.
- 2. The Customer is responsible for all costs associated with the daily (10hr.), weekly (50hr.), and biweekly (100hr.) maintenance and inspections as outlined in the respective machine Operator's Manual and Maintenance Guide. Oil changes from summer to winter and/or winter to summer weight oils outside of scheduled maintenance intervals will be at the customer's expense.
- 3. Repairs and/or maintenance due to abuse, vandalism, neglect, accident, fire, acts of God, improper operation or operating conditions, substandard maintenance, or maintenance practices are not included in the Vermeer Canada Promise™ — Uptime Guaranteed™ coverage. Repair, maintenance, and/or replacement of tires , undercarriage wear items (including shoes, link assemblies, sprockets, rollers, idlers, and track guides) on Track Type equipment, ground engaging tools (including all drill tools), paint, glass, and illumination devices are not included. Repair/replacement of attachments and couplers is not included. Repair/replacement of hydraulic hoses, lines, and fittings are not included.
- 4. The machine may not be altered or modified in any manner which affects the mechanical operations as described by the OEM without the approval of the OEM and Vermeer Canada.
- 5. When advised by Vermeer Canada, the customer is responsible to schedule the components covered in this agreement for routine overhaul (before failure) to minimize downtime and overhaul costs.
- 6. The customer agrees to provide Vermeer Canada and its representative's reasonable access to the above listed machine for the purpose of Machine Inspection, Technical Analysis, and repair and maintenance on a regular basis. Vermeer Canada will make every effort to perform these services during times convenient to the Customer.
- 7. The Customer agrees to use only genuine OEM parts for all maintenance and repairs performed by Customer personnel. It is further understood that OEM standards will be observed regarding oils and grease.
- 8. The Customer agrees to shut the machine down if, after inspection by a Vermeer Canada technician, it is determined that further operation of the machine will result in imminent mechanical damage to the components covered in this agreement.

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	<input type="checkbox"/>	<input type="checkbox"/>

General Terms and Conditions

- 1. Failure to keep the customer charge account in good standing renders this agreement null and void. An account in good standing means that the all goods will be paid within 30 days past due.
- 2. All fluids must meet all manufacturer specification. It should be understood and agreed upon by the customer that if he chooses to use oils that are not recommended by the manufacturer that this agreement will null and void. It should also be noted that it is the customer's responsibility to use quality fuel and that if a problem develops because of poor fuel this agreement as it pertains to that breakdown is voided.
- 3. Delays in dispatching service shall be exempt if caused by acts of God, fires, weather conditions, labor controversies, or causes beyond the control of Vermeer Canada Inc.
- 4. If the machine covered in this agreement leaves Vermeer Canada's Area of Responsibility, Vermeer Canada retains the right to terminate the guarantees contained in the Vermeer Canada Promise — Uptime Guaranteed Agreement.
- 5. This agreement commences upon delivery of the machine to the Customer.
- 6. THIS AGREEMENT IS TRANSFERRABLE WITHIN THE STANDARD OR EXTENDED WARRANTY PERIOD

Customer (Signature)

Vermeer Canada Inc. (Signature)

Customer (Print Name)

Vermeer Canada Inc. (Print Name)

Date

Date