

Basic Protection 1-Year Preventative Maintenance Agreement

Customer Dehumidified Air Services “DASV”

Nature of Agreement

The Owner has chosen to hire DASV to perform a 1-year Preventative Maintenance Agreement (“Agreement”) for the dehumidifier installed at the Owner’s facility listed below:

Nature of Service: Preventative Maintenance

During the period of the Agreement, the Owner expects to have the dehumidifier undergo thorough preventative maintenance checkups per the manufacturer’s original specifications. DASV will fulfil every aspect of the job as set out below either directly or facilitating through DASV’s authorized service partners.

DASV Services

DASV will provide the following services:

1. **Periodic Maintenance** – 4 Preventative Maintenance visits are included in this Agreement. The first maintenance visit will occur approximately 90 days (3 months) after the Factory Startup completion date or 30 days (1 month) after the Agreement has been signed by both parties and will repeat quarterly for a total of 4 maintenance visits.
 2. **WebCheck Remote Inspection** – 8 periodic Remote Inspections are included in this Agreement which will occur once a month outside the months in which periodic Preventative Maintenance visits are conducted.
 3. **Filters for Life Program** – The Owner will be enrolled in DASV’s filter subscription program called Filters for Life, for the duration the Owner maintains his Agreement active. In this program, filters required for the 4 quarterly changeouts under the 1-year Agreement period will be delivered to the site by a DASV Technician or by means of drop-shipping.
 4. **Dedicated Account Manager** – DASV will appoint a single point of contact for all service-related issues for the dehumidifier covered for the duration of the Agreement.
 5. **Discounts** – The Owner shall be entitled to receive approximately 25% discount on all parts purchases and 10% discount on service purchases made during the period the Agreement is active.
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Terms and Conditions

1. Term of Agreement

This Agreement shall commence on the first date of Remote Inspection or Preventative Maintenance visit, whichever comes first, and shall expire, without the necessity of notice, on the last day of 12th month from date of commencement (the “Term of the Agreement”).

2. Renewal of Agreement

At least 30 days prior to expiry of the term of the Agreement, the Owner and DASV may mutually agree in writing to renew the Agreement on the same terms and conditions as set out in this Agreement for successive one-year periods, up to a maximum of four (4) one-year renewals. In the event of renewal of the 1-year Agreement, Owner shall be subjected to an inflation adjustment price increase equivalent to a minimum of 2% and the said inflation adjustment shall apply per year of renewal period (YoY). In the event Owner chooses to sign a 5-year Agreement upfront, DASV will waive the inflation adjustment charge for the term of the original Agreement. Any decision by the Owner or DASV not to renew the Agreement shall be without compensation, penalty or liability on the part of the Owner or DASV to the Owner. Renewals, conditions, and related costs may be subject to approval by DASV.

3. Scope of Terms and Conditions

The Terms and Conditions of this Agreement are limited to those contained herein. By accepting delivery of the products, services or by engaging DASV to provide product(s) or perform any services, the Owner agrees to accept and be bound these Terms and Conditions.

4. Payment Terms & Method

The Owner shall pay DASV according to the installment terms listed below. Final installment of payment shall be due after the Agreement has been signed-off. In the case of machines, where the Remote Monitoring capability has not been enabled, the machine needs to be connected first, either by the customer or by hiring a DASV technician for an additional fee.

Milestone	Payment Terms
Agreement Sign-off	100% advance deposit towards Agreement (non-refundable)
Web Monitoring Connectivity	As applicable at the time of signing the Agreement

Payment Method
Credit/Debit Card Payment

5. Change Orders or Out of Scope Work

Change orders or out of scope work that require additional time or require extra work which are outside of the original Agreement may incur additional charges from DASV. This also includes the recommendations made by DASV as a result of alarm monitoring and handling. Should the Owner choose to proceed with DASV's recommendations to perform additional on-site troubleshooting and/or repairs, the charges for the said additional visit billed to the Owner.

6. Work Schedule

While providing best efforts to support this Agreement, DASV will not be held responsible for matters out of our control including: pandemics, labor strikes, fires, acts of war or terrorism, acts of God, adverse weather conditions not reasonably anticipated, unusual delays in transportation, 3rd party contractor availability, DASV's ability to obtain legacy materials, and/or any cause beyond DASV's control. This Agreement includes labor in working hours only (Monday to Friday 8:00AM- 5:00PM). If the Owner wishes the work to be performed in overtime hours, upon written request by the Owner, DASV will furnish the actual rates at the time of the Owner's request. DASV shall bill the Owner upon completion of the requested scope of work, and the Owner shall be responsible to pay for the availed service.

7. Parts

All parts still under the Parts Warranty will be ordered and arranged by DASV. The Parts Warranty does not include freight and it will need to be paid by the owner. If a part needing to be replaced is no longer under Parts Warranty, the cost of the part and the freight will need to be paid by the Owner.

8. Labor & Material Substitutions

Labor work under this Agreement will be scheduled and fulfilled by DASV Technicians. If a DASV Technician is unavailable due to schedule conflicts, DASV will engage with & dispatch an authorized service partner Technician to perform the scope of work covered under this Agreement.

9. Limitations of Workmanship

This Agreement is intended to maintain the dehumidifier in good condition through periodic maintenance cycles. DASV shall not be liable during or following the Agreement Period for any:

- a) Damage due to abusive use;
- b) Damage due to use of the equipment beyond the design temperatures;
- c) Loss or damages caused in any way by the weather or acts of God;
- d) Any water leak, blockage, freezing, or other malfunction of condensate or drain lines; and/or
- e) Air leaks arising from structural deficiencies within existing supply/return ducts or transitions.
- f) Products that have become defective or damaged as a result of the use of a contaminated water circuit or operation at abnormal water temperatures and/or flow rates;

- g) Products which have become defective or damaged as a result of unauthorized opening of refrigerant circuit, improper wiring, electrical supply characteristics, accidents, transportation, misuse, abuse, fire, flood, alteration and/or misapplication of the product;
- h) Products that have been corroded due to improperly balanced pool chemistry or corrosive air quality, and/or eroded, vandalized, etc.;
- i) Products that have faced unusual physical, electrical and/or mechanical stress, and events out of manufacturer's control such as adverse weather, environmental conditions, etc.;
- j) Products that have been moved from the location where they were first installed.;
- k) Any portion of the system or replacement components not supplied by manufacturer;
- l) Products whose defect has been caused by alteration or repair by anyone except DASV or DASV' authorized service partners;
- m) Products on which the model and/or serial number plates have been removed or defaced;
- n) Products on which payment is pending or in default

10. Design Conditions

All equipment is designed and engineered according to the specified Design Conditions. DASV is not responsible for cooling/heating or dehumidification beyond the Design Conditions or any environmental variations beyond the specified conditions.

11. Insurance and Waiver of Subrogation

The Owner shall maintain property insurance upon the entire structure including all work to be performed pursuant to this Agreement to its full insurable value. This insurance shall inure against the perils of fire, theft, extended coverage, vandalism, and malicious mischief. The Owner and DASV waive all rights against each other for damages caused by insured perils whether or not such damage is caused by the fault or negligence of any party hereto.

12. Limitation of Liabilities

In no event whatsoever shall either party be liable to the other under any causes of action for any indirect, incidental, special, consequential, exemplary or punitive damages, or other similar type of damages, including but not limited to damages based upon loss of profits and/or loss of business arising out of or in any way related to this agreement, whether or not such party is informed, knew or should have known, of the possibility of such damages in advance. Under no circumstances whatsoever shall either party be liable to the other or to any other party for damages of any kind related to this agreement, in any amount of money which shall exceed the value of the amount paid to DASV. Owner agrees that DASV is a Service Business Unit, and any product-performance related claims and/or disputes shall be resolved between Owner and product's Manufacturer per the product purchase agreement between the two parties.

13. Indemnification

The Owner shall indemnify, defend, and hold harmless DASV and its respective directors, officers, employees, agents, sureties, subcontractors, and suppliers from and against any and all losses, costs, expenses, damages, injuries, claims, demands, obligations, liabilities, judgments, fines, penalties, interest and causes of action, including without limitation administrative and legal costs and reasonable attorney's fees, involving the following: (a) injury or death to any person, or damage to or destruction of any property (including loss of use thereof), except to the extent caused by the sole negligence or intentional misconduct of DASV; and (b) any failure of the Owner to comply with the requirements of the Agreement.

14. Risk of Loss

Risk of loss shall pass to the Owner upon delivery of materials and equipment to Owner's property. DASV shall not be responsible for any loss due to fire, theft, vandalism, and/or malicious mischief once delivered to Customer's Property. The Owner shall assume all responsibility for any such loss and Customer shall maintain insurance coverage to protect against such loss.

15. Severability

Should any part of this Agreement be judged to be void, unenforceable, or contrary to public policy, only such void or unenforceable portion shall be stricken and eliminated hereof while the other portions remain valid and enforceable.

16. Performance

If Owner fails to perform any of Owner's obligations herein or if DASV, in good faith, believes that the prospect of payment or performance to be impaired, DASV may upon seven (7) days written notice to Owner terminate this Agreement while retaining all mechanic's lien rights as well as right to payment for the full amount of work performed plus reasonable overhead and profit, interest, attorneys' fees, and other charges due and unpaid.

17. Marketing Requirements

Owner agrees that DASV may list Owner's name and/or logo on its website, brochures, press releases, social media updates, and any other marketing artifact in print or digital format. Although DASV may engage with and dispatch an authorized Service Partner Technician (covered in section #8), Owner shall not publicly acknowledge the involvement of any third-party service companies, suppliers or Service Partner technicians that are included in the DASV Services, unless pre-approved by DASV. Owner and DASV may work together to support a range of additional mutually acceptable marketing initiatives to promote each other's products and/or services, which may include, but are not limited to any one or a number of the following: press releases, case studies, promotional materials, offers, etc. DASV agrees that it shall not refer to Owner directly or indirectly in any advertisement, news release, or publicity campaign without prior written approval from Owner.

18. Collections

If amounts owing under this Agreement are not paid within thirty (30) days, Owner agrees to pay a late charge on any outstanding balance at two per cent (2%) per month or twenty-four per cent (24%) per annum on the unpaid amount calculated from the date payment was due. Customer will be deemed to have accepted DASV's performance as complete under this Agreement unless the Owner notified DASV in writing otherwise within thirty (30) days of substantial completion. Should DASV retain the assistance of a third party, including without limitation an attorney, to assist with collection of unpaid amounts due and owing. The Owner agrees to pay DASV's costs associated therewith including without limitation reasonable attorneys' fees, court costs, and interest at the maximum legal rate.

19. Entire Agreement

This Agreement constitutes the entire agreement between Owner and DASV. No agreements, representations, or warranties other than those specifically set forth herein shall be binding on any of the parties unless set forth in writing and signed by both parties.