

Kerkstra's Maintenance & Repair Pricing Plans Terms of Service

1. By completing and submitting payment for any monthly maintenance agreements at www.kerkstras.com, to be billed monthly, the submitting party agrees to hereinafter be referred to as the "Client", which expression, unless the context requires otherwise shall include its successors and permitted assignees
2. Kerkstra's Maintenance & Repair, (hereinafter referred to as the "Vendor", which expression, unless the context requires otherwise shall include its successors and permitted assignees

NOW THEREFORE IT IS HEREBY AGREED as follows

1. The agreement shall comprise the following documents including their appendices and attachments: Article 1 - General Conditions of Contract, Article 2 - Scope of Work
2. In the event of any inconsistency or discrepancy between any of the documents listed in Clause 1 above, then the precedence shall be in descending order as listed.
3. The Vendor agrees to perform the Work in accordance with the terms and conditions of this agreement and in consideration of its due performance of the Work; the Client agrees to pay the Vendor according to the rates, terms and conditions herein
4. The terms and conditions of this agreement shall take effect on the "Effective Date" which is to be the day of first payment at the rate of the pricing plan chosen by the Client. If the fee for the pricing plan is invoiced in concert with Work performed by Kerkstra's Maintenance & Repair, The Effective Date shall be the same as the date when the invoice is paid in full.
5. This agreement will continue until the Client terminates or until automatic payment fails for 30 days, or until a billed invoice is overdue by 30 days. This agreement will also terminate if Kerkstra's Maintenance & Repair can no longer provide the agreed upon services. Kerkstra's Maintenance & Repair also reserves the right to terminate this agreement at any time with 30 days written notice.
6. By enrolling and submitting payment for a pricing plan via www.kerkstras.com the Client agrees to the terms and conditions of this Agreement.

7. The scope of Work shall be as per the Article - Scope of Work

Article 1 – General Conditions of Contract

1. Definitions

The following words and expressions unless the context otherwise indicates or requires, shall have the meaning ascribed to them and any definitions that are not contained in this Article 1 and the meaning or definition assigned them in any document in which they are stated shall apply.

1. 'Agreement' shall mean the Agreement between the Client and the Vendor to which this Article is attached
2. 'Commencement Date' shall mean the required date of commencement of the Work as mentioned in the Article 1.2. of this document.
3. 'Completion Date' shall mean the required date for completion of Work as set out in the Contract, as the same may be amended in accordance with the provisions of the Contract
4. 'Contract' shall have the meaning given to that term in the Agreement, as the same may be amended or varied in accordance with its terms;
5. 'Client' shall mean Client Company and includes its directors, officers, employees, agents, representatives, successors and assignees..
6. 'Effective Date' means the date stated in the Agreement, from which the Agreement comes into force.
7. 'Government' shall mean the Government of The United States, or where applicable any state, regional or local government or authority, inclusive of any agency, authority or other entity controlled by the same
8. 'Party' means either the Client or the Vendor, and such parties may be collectively referred to as Parties.
9. 'Representative' shall be that person, as notified by a Party to the other Party, who shall have the duties, rights and obligations as set forth elsewhere in the Contract.
10. 'Scope of Work' shall mean the scope of work set out in Article 3 - Scope of Work and any amendment thereto made in accordance with the terms of the Contract

11. 'Vendor' means Kerkstra's Maintenance & Repair, the person, firm or entity who shall perform the Work & execute the Agreement. The term includes their directors, officers, employees, agents, representatives, successors and permitted assignees.
12. 'Third Party' means any person, firm or entity other than the Client or the Vendor in relation to the Agreement.
13. 'Work' shall mean all work to be performed by the Vendor as provided for under the Contract including without limitation the provision of all materials, services and equipment, as set out in the Article 3 of this document.

2. Commencement & Progress of Work

2.1. Commencement Date

The Vendor shall commence the Work no later than the Commencement Date which coincides with the Effective Date.

2.2. Completion Date

The Vendor shall complete the Work in accordance with the Contract until the agreed upon Completion Date which coincides with the the terms of cancellation above.

2.4. Extension of Time

If the Vendor is delayed in performing the Work under this Contract as a result of:

1. An unexpected or planned delay, communicated to the Client at the earliest possible occasion.
2. The occurrence of a Weekend or Holiday
3. The Client's failure to carry out its obligations under the Contract

Then the Vendor shall be entitled to an equivalent extension of time for performance of the affected part of the Work.

3. Warranty

3.1. Warranty

A 60 - day Limited Warranty, detailed in the Kerkstra's Maintenance & Repair Warranty Disclaimer covers any defects in material or workmanship under normal use during the Warranty Period.

During the Warranty Period, Kerkstra's Maintenance & Repair will repair or replace, at no charge, products or parts of a product that proves defective because of improper material or workmanship, under normal use and maintenance.

4. Prices & Rates

The Vendor shall be paid the amount of the Maintenance Agreement chosen by the Client recurring monthly until canceled according to the cancelation requirements listed above. Which include scheduled maintenance agreed upon in the chosen Maintenance Agreement, 60 - Day warranty, discounted rates, and priority service. The Vendor shall also be paid for any additional equipment, parts, hours, travel, or any other services provided and listed on the Invoice submitted to the Client.

5. Payment

5.1. Invoicing

5.1.1. The Vendor shall submit to the Client an Invoice detailing the amounts chargeable by the Vendor in respect of the Work under the Agreement. The Invoices shall be submitted via mail, email, personally, online, or by method otherwise agreed upon by the Parties. An Invoice will be submitted Monthly in an agreed upon time frame relative to the Work being performed.

5.1.2. The Client shall make the payment within the stipulated time mentioned in the Kerkstra's Maintenance & Repair Service Agreement and/or on the Invoice, subject to compliance of the Vendor with all terms and conditions mentioned in this Contract and the Kerkstra's Maintenance & Repair Service Agreement.

6. Termination

6.1. Termination without cause

Either Party may at its option, terminate all or any part of the Work or the Agreement forthwith without cause at any time by giving written notice to the other Party, subject to the provisions of Clause 6.2 (Reimbursement to Vendor)

6.2. Reimbursement to Vendor

In the event of termination under the provisions of Clause 6.1, the Client's sole liability in respect of such termination shall be to pay to the Vendor

1. all sums properly due to the Vendor under the Contract in respect of the Work (or terminated part thereof) up to date of termination
2. any direct and substantiated charges already incurred or committed for cancellation of the procurement of third party goods or services which were to have been supplied by the Vendor in connection with the Work, provided that the Vendor shall use its best endeavors to minimize such charges.

7.3. Consequences of Terminations

In the event of termination, the vendor shall

1. Promptly cease performance of the Work (or relevant part thereof) and as directed by the Client, clear all unnecessary Vendor's material and personnel from the Client premises.

8. Suspension

8.1. Either Party shall have the right, without cause, at any time to suspend the Work (or part thereof) under this Contract on giving notice to the other Party. Such notice shall include an estimation of the duration of the period of suspension ("Suspension Period). The Work (or part thereof) shall resume at the end of the "Suspension Period" or at such other date as specified and agreed upon by both Parties in writing.

9.2. During the suspension period, the Client shall make payment, if any due, to the Vendor.

10. Governing Law and Jurisdiction

This Contract shall be governed by and construed in accordance with the laws of The United States.

Article 2 – Scope of Work

1. Scheduled Maintenance and Health Report for all coffee equipment and water filtration systems

1.1. All regular preventative maintenance procedures (not repairs) performed within one hour on the Scheduled Maintenance Date as well as the basic parts required up to, but equalling no more than \$50, are provided free of charge by the Vendor.

2. 60 day warranty on all repairs & services
3. First 30 min. of travel time free of charge except on Holidays
4. Priority Service
5. Discounted Rates - Regular Business Hours

These rates apply to services performed between 8:00 am and 4:00 pm on weekdays.

5.1. On-site repairs - \$70/hr (one hour minimum)

5.2. Off-site repairs - \$70/hr (actual time)

5.3. Travel - \$55/hr (actual travel time after the first 30 min.)

5.4. Parts cost - if parts are required you will be notified of costs in advance (when possible)

5.5. After Hours, Express, Weekend, and Holiday Service Rates still apply