

PANDUIT PLATINUM TOOL SERVICE PLAN TERMS AND CONDITIONS

1. **Description of Platinum Tool Service Plan.** Panduit offers a Platinum Tool Service Plan for its Cable Tie Auto Tools and Pneumatic Tools. Customers pay an annual service fee (hereinafter, the “Annual Service Fee”) and in exchange, Customers receive reduced repair fees and quicker service response time for eligible tools. If Customer does not purchase the Platinum Tool Service Plan, Panduit charges a Flat Rate Repair Fee for tools needing repair. Under the Platinum Tool Service Plan, repairs are half the Flat Rate Repair Fee, and Service Response Times are much faster. Tools will be repaired within 48 hours of physical receipt by Panduit of the tools, then shipped back. This expedited Service Response Time is limited to two (2) tools returned on one order. Additional tools received on that same order may result in a longer Service Response Time.
2. **Exclusions from Platinum Tool Services.** The following services are NOT included as part of the Annual Service Fee and will be subject to additional charges which Panduit will quote to Customer at time of request:
 - a. On-site maintenance service at Customer’s facility, unless otherwise agreed to by Panduit and Customer.
 - b. All costs for repairs due to causes not attributable to normal wear and tear, including, but not limited to, repairs necessary as a result of Customer’s improper attempts to repair the tools, catastrophe, fault, negligence, improper use or misuse of the tools, or causes external to the tools including, but not limited to, electrical system transients and air supply quality and/or malfunctions.
 - c. Refurbishment that exceeds half the cost of a new tool.
 - d. Tools must be returned complete. If parts are missing from the tools when the Customer sends the tools to Panduit for service, the Customer will be charged a replacement fee for any parts missing from the tools.
 - e. Furnishing supplies that are necessary for the operation of the tools.
 - f. Painting of the tools.
 - g. Electrical or pneumatic work external to the tools.
 - h. Set-up and/or installation of the tools.

Customer must issue a purchase order prior to Panduit performing any of the Exclusions listed above. Customer will be invoiced at the quoted labor and part rates as well as for travel time and travel-related expenses.

3. **Shipment of tools for repair.** Any tools returned to Panduit for repair or service must be shipped freight prepaid FOB Panduit Corp., Tool Repairs, 16530 163rd. St, Lockport, Illinois 60441. Customer must include a written description of the tool malfunction and the name and telephone number of Customer personnel to be contacted if there is need for additional information. Panduit will ship the repaired tools to the Customer freight prepaid. Panduit salespersons will not pick up or deliver tool(s) requiring service. Questions concerning repair or maintenance service or shipment should be directed to Tools Customer Service (ToolsCS@panduit.com).
4. **Term, Termination, Reinstatement.**
 - a. **Term.** Panduit’s Services obligations under the Platinum Tool Service Plan will begin upon the date that Panduit receives the Annual Service Fee from Customer, and continues for an initial term of 12 months (the “Initial Term”), and will automatically renew for additional one (1) year periods (each a “Renewal Term”), unless either party notifies the other party of its intent

not to renew, in writing at least thirty (30) days prior to the last day of the current term. Additional qualifying tools purchased any time after Customer enrolls in the Platinum Tool Service Plan are automatically included. Services during any Renewal Terms will be subject to Panduit's Platinum Tool Service Plan Terms and Conditions in effect at the time of such renewal and the then current Annual Service Fee.

- b. Annual Service Fees.** Annual Service Fees will be invoiced in advance on an annual basis. When Annual Service and the reduced repair fees are subject to change, Panduit will provide customer notice of any such rate increase at least sixty (60) days prior to the expiration of the current term.
 - c. Termination.** If Customer terminates the Platinum Tool Service Plan during any Term, Panduit will not refund any portion of the Annual Service Fee. Panduit reserves the right to terminate the Platinum Tool Service Plan in the event that the Annual Service Fee is more than thirty (30) days overdue. Panduit may discontinue the Platinum Tool Service Plan at any time and in such case, will provide a pro rata refund for any months that were pre-paid by the Customer.
 - d. Reinstatement.** Panduit may, at its sole discretion, reinstate a lapsed or terminated Platinum Tool Service Plan, at a later time provided that Customer pay Panduit the Annual Service Fee at Panduit's list prices then in effect, and a reinstatement fee, as determined by Panduit, which reinstatement fee will not exceed the amount that Customer would have paid during the unsupported period.
- 5. Limitation of Liability.** IN NO EVENT SHALL PANDUIT'S AGGREGATE LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THE PLATINUM TOOL SERVICE PLAN EXCEED THE TOTAL ANNUAL SERVICE FEE PAID TO PANDUIT BY CUSTOMER WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE THAT SUCH CLAIM AROSE. IN NO EVENT SHALL PANDUIT BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE SERVICES OR TOOLS, OR FOR ANY LOSS OF DATA, LOSS OF USE OF ANY PROPERTY, COST OF CAPITAL, DOWNTIME COSTS, INTERRUPTION OF BUSINESS COSTS, LOST PROFITS OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING FROM THIS THE PROVISIONS OF TOOL SERVICES PERFORMED BY PANDUIT HEREIN.
- 6. Severability.** The parties agree that if any portion of these Terms and Conditions shall be determined of or contrary to any controlling law, rule, or regulation issued by a court of competent jurisdiction, then that portion shall be unenforceable and deleted herein. However, all other terms contained herein shall remain in full force and effect so long as deletion of that portion does not materially affect the nature of these Terms and Conditions or render these Terms and Conditions unenforceable.
- 7. Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois and any disputes hereunder shall be brought in the Circuit Court of Cook County, Illinois. Customer hereby irrevocably submits to the exclusive jurisdiction of the courts of Cook County, Illinois, U.S.A., and waives any objections that they may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum.
- 8. Entire Agreement.** These Terms and Conditions constitute the entire agreement between the parties with respect to the Platinum Tool Service Plan and supersede all other representations, understandings or agreements that are not expressed herein, whether oral or written. No amendments shall be valid unless in writing and signed by both parties.