

**BOSCH THERMOTECHNOLOGY CORP. ACCREDITED BOSCH  
CONTRACTOR AGREEMENT**

This Agreement is effective this \_\_\_\_ day of \_\_\_\_\_ and is made by and between Bosch Thermotechnology Corp., a Delaware corporation located at 50 Wentworth Drive, Londonderry, NH 03053, (hereinafter referred to as “Bosch”) and \_\_\_\_\_, located at \_\_\_\_\_, (hereinafter referred to as “Accredited Bosch Contractor”) to enable the Accredited Bosch Contractor to install and service Bosch heating and cooling products (this “Agreement”).

WHEREAS, Bosch wishes to develop trained and capable Accredited Bosch Contractor who are able to install and service Bosch products for Bosch customers; and

WHEREAS, Bosch is willing to provide training to the Accredited Bosch Contractor to enable it to perform such installation and service (collectively, the “Services”);

WHEREAS, Accredited Bosch Contractor is willing to participate in online and on-site trainings and to perform the Services for Bosch customers in accordance with this Agreement;

WHEREAS Bosch intends to provide such trainings through its Accredited Bosch Contractor Program, using online and onsite resources; and

WHEREAS Accredited Bosch Contractor cannot be involved in the Program unless the Accredited Bosch Contractor agrees to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereby agree as follows:

A. **UNDERTAKING OF BOSCH**

1. Bosch agrees to provide Accredited Bosch Contractor with detailed information concerning its products, including, without limitation, technical specifications for installation.
2. Bosch agrees to provide Accredited Bosch Contractor with training in the installation and servicing of its products, such training to consist of training on all Bosch heating and cooling products.
3. Upon Accredited Bosch Contractor’s successful completion of the above-referenced trainings to the satisfaction of Bosch in its sole discretion, the Accredited Bosch Contractor shall be designated as “Accredited” to install and service those specific Bosch products.

B. **UNDERTAKING OF ACCREDITED BOSCH CONTRACTOR**

1. Accredited Bosch Contractor agrees that once it has received the “Authorized” designation, Accredited Bosch Contractor will provide and perform Services as requested

by Bosch customers. Bosch makes no commitment with respect to whether there will be such requests and, if there are, the volume or frequency of such requests.

2. For the installation and a period of one year period following the installation of the product Accredited Bosch Contractor undertakes and warrants to provide the Services in a timely manner, free from mistakes and errors, and in the event any such Services do not, for any reason not attributable to the customer, correct or rectify the problem, to return to the customer's facility until the repair is properly completed to the customer's reasonable expectations and per the Manufacture's design. In addition, at all times Accredited Bosch Contractor shall conduct itself in such a manner and protect the valuable relationship between Bosch and its customers.

3. Accredited Bosch Contractor acknowledges it will only receive credit for installations in the Accredited Bosch Contractor Program when they register Bosch heating and cooling product installations online within fifteen (15) days of the product installation.

4. Only Bosch heating and cooling products are included in this agreement.

C. COMPENSATION

1. Accredited Bosch Contractor shall determine its charges for the Services at its sole discretion. Accredited Bosch Contractor agrees that its charges shall be reasonable and competitive.

D. INDEMNIFICATION/INSURANCE

1. Accredited Bosch Contractor hereby agrees to release, defend, indemnify and hold harmless Bosch and its customers, Bosch's directors, officers, employees, ("Indemnitees") from and against all loss, damage, liability, cost and expense (including reasonable attorney's fees) arising out of any injury or death to any person or damage to any property, including damage to or failure of the Bosch Products upon which Accredited Bosch Contractor performs Services unless such failure is caused solely by the fault of Bosch, or damage to other components caused by such failure, resulting from or in any way connected with any Services performed by Accredited Bosch Contractor pursuant to this Agreement, or by Accredited Bosch Contractor's breach of this Agreement. The obligation to indemnify Bosch for attorney fees shall not apply if Bosch is provided a defense by Bosch's insurance carrier. Nothing herein shall be interpreted as obligating Accredited Bosch Contractor from indemnifying Bosch against its own negligence or for damages caused by a defective product manufactured by Bosch.

2. Accredited Bosch Contractor shall obtain and at all times during the term of this Agreement maintain Commercial General Liability covering the Services performed hereunder. Such insurance shall provide a minimum of one million (\$1,000,000) in coverage on a per occurrence basis, shall designate Bosch as an additional insured under such coverage, and shall provide that it may not be cancelled without first providing

Bosch a minimum of thirty (30) days prior written notice of such intended cancellation. In addition, Accredited Bosch Contractor shall at all times during the term of this Agreement maintain Workers Compensation Insurance Coverage with such limits as may be prescribed by applicable law, or otherwise be in compliance with applicable local law concerning Workers Compensation requirements.

3. Upon execution of this Agreement, and not less than thirty (30) days prior to any expiration date of such coverage, Accredited Bosch Contractor shall provide Bosch with a certificate of insurance verifying the existence and effectiveness of such coverage in accordance with this provision.

E. TERMINATION

1. Bosch may terminate Accredited Bosch Contractor's "Accredited" status, online Listing and participation in any / all other Bosch related programs if Bosch believes, in its reasonable discretion, that Accredited Bosch Contractor is not performing the Services in accordance with the terms of this Agreement. This Agreement shall terminate upon Accredited Bosch Contractor's loss of "Accredited" status. This Agreement may be terminated by either party, for any reason, upon the giving of thirty (30) days prior written notice to the other party.

2. If written termination is delivered in person to the other party or sent by electronic means, including by facsimile, it should be effective when sent. If written termination is sent by US mail, it shall be effective three (3) days after it is mailed.

3. Accredited Bosch Contractor shall not perform any Bosch Services after it has received notice of its loss of "Accredited" status. Accredited Bosch Contractor shall inform Bosch of any work in progress at the time of such loss of status, and the completion of such work in process shall be agreed upon on a case by case basis. Accredited Bosch Contractor shall complete any work in process, or Services which it has committed to perform, following notice of termination for any reason other than termination of "Accredited" status or failure to meet the standards of Section B2 of this Agreement.

F. TRADEMARKS

1. Accredited Bosch Contractor shall use Bosch's Trademark(s) only in connection with the Services in accordance with this Agreement and only so long as this Agreement shall be in effect. Accredited Bosch Contractor acknowledges and agrees that it has no right, title or interest in any Trademark, except the right to use it in the manner and under the conditions provided for in this Agreement. Bosch may alter and amend its standards for use of its Trademarks at any time and in its sole discretion.

2. All uses of the Trademark by Accredited Bosch Contractor shall be subject to the prior written approval of Bosch. Bosch has the right to disapprove of any use of the Trademark which in its judgment is determined to be in any way harmful to the Trademark or inconsistent with Bosch's use thereof. Accredited Bosch Contractor will

make no use of the Trademark, which will in any way be harmful to the Trademark or lessen its value. Accredited Bosch Contractor is not Approved to, and shall not, assign, transfer or grant, in any manner whatsoever, any interest in, license or right with respect to, the Trademark.

3. In the event this Agreement shall be terminated or cancelled, Accredited Bosch Contractor will immediately discontinue any and all use of the Trademark and return to Bosch all materials bearing the Trademark or remove the trademark from such materials in a manner and timeline suitable to Bosch.

4. Accredited Bosch Contractor will not use, authorize, or permit the use of any of Bosch's Trademarks as part of its firm, corporate or business name.

5. Accredited Bosch Contractor shall not use any word, phrase, symbol, trademark or trade name which is confusingly similar to the Trademark or which constitutes a colorable imitation of the Trademark. Accredited Bosch Contractor shall not juxtapose the Trademark with any other word, phrase, symbol, trademark or trade name. Accredited Bosch Contractor shall not contest the validity of the Trademark or Bosch's ownership of the Trademark or register or attempt to register the Trademark or any other trademark or trade name which in the opinion of Bosch may be confusingly similar to the Trademark or constitute a colorable imitation of the Trademark.

#### G. LIMITATION OF LIABILITY

Opinions, advice statements, offers or other information or content made available through the Bosch site are those of the respective authors, who are solely responsible for such content, goods and services. Bosch does not guarantee the accuracy, completeness or reliability of any such information. However, Bosch reserves the right to remove or restrict the availability of any information or content on its site.

THE USE OF THE SITE BY THE ACCREDITED BOSCH CONTRACTOR IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BOSCH EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER INVOLVING A BOSCH PRODUCT OR THE ACCREDITED BOSCH CONTRACTOR PROGRAM, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. BOSCH SHALL NOT BE LIABLE TO ACCREDITED BOSCH CONTRACTOR FOR ANY DAMAGES WHETHER RELATED TO THE USE OF THIS SITE AND INVOLVEMENT IN THE SALE OF BOSCH PRODUCTS, WHETHER DIRECT OR INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL OR SIMILAR DAMAGES INCLUDING, WITHOUT LIMITATION, INJURY OR DAMAGE TO PERSONS OR PROPERTY OR DAMAGES FOR LOSS OF USE, LOST PROFITS, INCONVENIENCE, LOSS OF GOODWILL OR LOSS OF TIME.

BOSCH MAKES NO WARRANTY THAT (1) THE SITES OR COMMUNICATION SERVICES OF THE PROGRAM WILL MEET ACCREDITED BOSCH CONTRACTOR'S REQUIREMENTS; (2) THE SITES OR THE COMMUNICATION

SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE OF VIRUSES, OR OTHER HARMFUL COMPONENTS; AND (3) ERRORS ON THE SITES OR COMMUNICATION SERVICES WILL BE CORRECTED.

BOSCH WILL NOT BE LIABLE IN ANY WAY FOR ANY CONTENT OR COMMUNICATION, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSION IN ANY CONTENT OR COMMUNICATIONS, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT OR COMMUNICATIONS POSTED, E-MAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE VIA THE SITES OR COMMUNICATION SERVICES.

#### H. GENERAL PROVISIONS

1. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. By executing this Agreement the parties consent to and accept the jurisdiction of the courts of either the Federal District Court for the Eastern District of Michigan or the Oakland County Circuit Court for the State of Michigan with respect to the determination of any claim or dispute arising out of or relating to the interpretation, performance, breach, termination or expiration of this Agreement or any other matter relating hereto.

2. Independent Contractor. Accredited Bosch Contractor acknowledges that in performing its obligations under this Agreement it is an independent contractor, without any authority or right to act in the name of Bosch. Accredited Bosch Contractor shall have no authority to conclude contracts for, on behalf of, or in the name of Bosch, or otherwise to bind Bosch to any legal obligation or undertaking, or to represent to any third parties that it has such authority, or purport to attempt to exercise any such authority in violation of this Agreement. Accredited Bosch Contractor is not an agent of Bosch.

3. Further Action. Each of the parties shall promptly execute and deliver such documents and assurances and take such further action may reasonably be required in order to carryout the intent and purposes of this Agreement and to establish and protect the rights and remedies created or intended to be created hereunder.

4. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior representations, negotiations, writings, memoranda and agreements, either oral or written, with respect thereto.

5. Amendment; Modification. No modification, variation, supplement or amendment of this Agreement shall be of any force against Bosch unless it is in writing and has been signed by Bosch.

6. Assignment. This Agreement may be assigned by Bosch. Accredited Bosch Contractor shall not assign this Agreement or delegate any of its duties hereunder without prior written approval of Bosch. Accredited Bosch Contractor agrees that any sale, transfer or other disposition by operation of law or otherwise of a controlling interest in

its business to any person, group or entity shall constitute an assignment of this Agreement and shall require the prior written approval of Bosch.

7. Waivers. No waiver shall be effective unless it is writing, signed by the party against which the waiver is claimed. The failure of either party to require performance under any provision of this Agreement shall in no way affect the right of such party to require full performance at any subsequent time, nor shall the waiver by either party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision.

8. Headings. Titles of sections and subsections are for convenience only and neither limit nor amplify the provisions of this Agreement.

9. Severability. If any one or more provisions of the Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The parties agree to negotiate in good faith, in order to replace the invalid provisions with valid provisions that conform as closely as possible to the economic and commercial intent of the invalid provisions.

10. Change, Discontinuance of the Site. Bosch reserves the right to make changes to the site and communication services, Bosch's policies, and these terms and conditions at any time. Accredited Bosch Contractor agrees that Bosch shall not be liable to you or any third party for any such change, amendment, modification, suspension or discontinuance. It is the duty and obligation of the Accredited Bosch Contractor to check the posting of changes to this Agreement and any and all terms and conditions of use of the Site.

**The above terms and conditions apply to all activities of the Accredited Bosch Contractor Program. By becoming involved in the Accredited Bosch Contractor Program, including the use of the Accredited Bosch Contractor Program site, Accredited Bosch Contractor agrees that it is bound by and will follow the above terms and conditions. If you so agree to be bound by the terms and conditions of this Agreement, please sign below.**

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement as of the day and year first above written.

**BOSCH THERMOTECHNOLOGY CORP.**

**BOSCH THERMOTECHNOLOGY CORP.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCREDITED BOSCH CONTRACTOR**

Witness/Attest:

\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_