



## **Authorized Repair Center Agreement**

This agreement (“Agreement”) is between L.B. White Co., Inc. (“LBW”) and [APPX I – Service Center Name] (“Service Center”) (collectively “Parties”) and is effective upon the latest date the Agreement is signed by the Parties. Through this Agreement, LBW designates Service Center as an authorized service center to repair and/or service the products specified below.

### **Term**

The term of this Agreement is one year from the effective date, and will be automatically renewed for similar annual increments unless written notice is given at least sixty (60) days prior to the anniversary date of the Agreement.

### **Products**

As used in this Agreement, the terms “Product” or “Products” have the following meaning:

LBW kerosene, liquid propane and natural gas portable heating products.

### **Responsibilities of Repair Center**

As a material condition of the Agreement, Service Center agrees to the following terms:

1. To provide prompt, courteous and effective after-sale service and repair and/or warranty service and repair of Products tendered to Service Center, regardless of the origin of purchase by the customer.
2. To make repairs on Products of the highest quality in accordance with approved LBW procedures. To maintain the quality, safety, and performance of the Products, and to maintain the validity of the warranty, Service Center agrees that, except for standard shelf parts (such as fasteners), Service Center shall use only parts sold or approved by LBW to repair or service Products. Service Center acknowledges that unauthorized repairs, modifications, or parts may result in product failures; this may void the warranty and/or cause personal injuries or property damage to users of the Products for which Service Center may be responsible.
3. To perform repairs, service, and warranty work at reasonable prices. If Service Center improperly repairs a Product it agrees to properly repair the Product to the customer’s satisfaction.
4. To submit warranty claims to LBW within thirty (30) days after making repairs or replacements of Products tendered to Service Center. All warranty claims to LBW must be submitted on a properly completed “Warranty Repair Claim Form” accompanied by a copy of the customer’s purchase receipt. Warranty repairs must be pre-approved by LBW prior to the repair. Failure to follow these procedures may result in Service Center’s forfeiture of reimbursement rights for warranty service of Products.

5. To fully implement all LBW programs regarding execution of a formal product recall and to cooperate with LBW, its agents, and/or representatives in the rework of any Products that may contain a product defect. To immediately report to LBW any condition regarding a Product that appears to present a safety hazard to operator(s) and/or bystander(s) of the Products.
6. To allow the publication of the Service Center's name and address for the purposes of referring LBW customers for repair, service, and/or warranty work of the Products.
7. Service Center agrees not to remove, disfigure, and/or obliterate any LBW trademark, patent number, name plate or other markings on the Products.

Repair and servicing of the heater requires continuing expert training and knowledge of gas heaters and should not be attempted by anyone who is not so qualified. To be a qualified gas heater service person, you must have sufficient training and experience to handle all aspects of gas-fired heater installation, service and repair. This includes the task of installation, troubleshooting, replacement of defective parts and testing of the heater. A qualified gas heater service person must be able to place the heater into a continuing safe and normal operating condition. A qualified gas heater service person must completely familiarize themselves with each model heater by reading and complying with the safety instructions, labels, Owner's Manual, etc., that is provided with or belongs to each heater.

Service Center acknowledges that individuals working on LBW Products are fully competent, properly licensed and trained pursuant to local law and regulation. Service Center is wholly responsible for the qualifications, training, and competency of its workers.

### **Responsibilities of L.B. White**

As a material condition of the Agreement, LBW agrees to the following terms:

1. To distribute high quality Products and parts that embody structural relationships and assembly techniques that are appropriate to promote convenience and ease of use and maintenance of Products.
2. To supply Product parts on a convenient and readily available basis. To upgrade Product parts occasionally as deemed necessary and appropriate. To formulate effective plans and programs to assist Service Center in its warranty service of the Products.
3. To establish a standard warranty program with Service Center and administer such program so as to promote prompt and fair reimbursement to Service Center for warranty service performed and reported in accordance with this Agreement and the programs so established by LBW. Unless Service Center involves LBW Tech Support in troubleshooting, time claim per warranty incident must be consistent with LBW Repair Times (see attachment) and not exceed one hour. LBW agrees to pay per warranty incident: a.) \$75.00 per hour for direct fired heaters and portable coolers b.) \$125.00 per hour for indirect fired heaters
4. LBW reserves the right to change the per-item warranty reimbursement due to Service Center upon thirty (30) days written notice without terminating this Agreement.
5. To furnish Service Center with a list of current accessories or component parts used in connection with the Products, in the form of owner's manuals and Parts and Accessory Price Book.

**To provide Service Center with appropriate training, repair guidelines, and/or manuals for the Products. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE AGREEMENT**

**A. INDEMNIFICATION AND HOLD HARMLESS**

To the extent permitted by law, Service Center agrees to defend, indemnify and hold harmless LBW, its/their officers, directors, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable legal fees and costs arising in whole or in part and in any manner from acts, omissions, breach or default of Repair, in connection with performance of any work by Service Center, its officers, directors, agents, and employees.

**B. INSURANCE**

1. Service Center hereby agrees that it will obtain and keep in force an insurance Policy/policies to cover its liability hereunder in the minimum amounts of \$1,000,000 per occurrence (or another appropriate agreed upon amount) and will defend and hold harmless LBW for personal injury, bodily injury and property damage.
2. Said liability policies shall name LBW as additional insured's and shall be primary to any other insurance policies.
3. Service Center shall furnish to LBW Certificates of Insurance evidencing that the aforesaid insurance coverage is in full force.

**Trademark and Patent Protection**

As a material condition of this Agreement, Service Center agrees not to engage in any activity that would tend in any way to impede or lessen the validity of LBW trademarks, trade name, and/or patents. No trademark, trade name, and/or patent owned by LBW shall be used, either alone or with any other word(s), as part of Service Center's trade or business name without the advance written approval of LBW.

**Lack of Agency Relationship**

Service Center is not authorized to act as an agent of LBW for the purpose of accepting documents directed to LBW or trade/brand names of the Products, including, but not limited to service of process of litigation/suit(s), liability claims, government or agency notices, document subpoena, and subpoenas. Service Center is not authorized to bind LBW in contract or otherwise. LBW does not have a right to control the activities of Service Center.

**Termination**

This Agreement may be terminated by either Party, with or without cause, upon thirty (30) day written notice to the other Party. Service Center agrees that upon written notification of the termination of this Agreement Service Center will:

1. Discontinue completely any use of any LBW owned trademark, trade name, and/or patents for any purpose whatsoever absent a written agreement specifically allowing such use after termination of this Agreement.
2. Return the original and all copies of all LBW written materials provided to Service Center concerning: the performance of warranty, repair, and/or service of the Products; LBW owned trademark, trade name, and/or patents; and any training, repair guidelines, and/or manuals for the Products; and all warranty

parts provided by LBW to Service Center that have not been used for warranty repairs prior to termination of this Agreement.

3. Immediately cease accepting Products for authorized repair, service or warranty work absent a written agreement specifically allowing such work after termination of this Agreement.

### **Invalidity of Provisions**

The Parties understand and agree that, in the event any term, condition or provisions of this Agreement shall be declared invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term, condition or provision of this Agreement, and this Agreement shall be interpreted as though such invalid, illegal or unenforceable, term, condition or provision was not a party hereof.

### **No Third-Party Beneficiaries**

The terms of this Agreement are intended for the sole benefit of the Parties and no rights shall be granted to any other person(s) or entities not specifically a Party to this Agreement.

### **Non-Waiver**

No failure or delay in exercising or enforcing any right, power, or privilege of this Agreement shall constitute a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this Agreement.

### **Modification**

The Parties understand and agree that this Agreement may be altered or modified only by a writing signed by all Parties to this Agreement.

### **Applicable Law**

The Parties understand and agree that this Agreement shall be construed and enforced pursuant to the laws of the State of Illinois.

### **Attorneys' Fees**

The Parties understand and agree that, in the event suit is brought to enforce or interpret any portion of this Agreement, or the Agreement as a whole, the prevailing Party in such suit shall be entitled to recover from the other Party reasonable attorneys' fees and other damages to be determined by the Court.

### **Executed Copies**

The Parties understand and agree that this Agreement may be executed in one or more counterparts, and a copy of facsimile transmission of this Agreement in executed form shall be deemed an original for all purposes.

### **Warranty of Execution**

The Parties warrant that the person whose signature appears on this agreement for each Party is duly authorized and has the full authority to execute this Agreement on behalf of that Party.

### **Written Notices**

It is the responsibility of each Party to provide written notice of any change in address for notice purposes. Absent such written notice, all notices required under this Agreement will be deemed proper when mailed by first class mail from one Party to the address for the other Party listed below:

L.B. White Co., Inc.  
411 Mason Street  
Onalaska, WI 54650  
Tel. (608) 783-5691  
Fax: (608) 783-6115

**Acknowledgment of Understanding**

By signing this Agreement, the Parties warrant that each has read and understands the terms and conditions of this Agreement, accepts the responsibilities of obligations contained herein, and agrees to be bound by the terms of the Agreement.

**IN WITNESS WHEREOF**, the undersigned do hereby and fully execute this Agreement:

[APPX I - Repair Center Name]

Effective Date: \_\_\_\_\_

Repair Center Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

**This area to be completed by an L.B. White Representative only.**

Effective Date: \_\_\_\_\_

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

Signature: \_\_\_\_\_