

ViPRO Contractor Program Terms & Conditions

1. Definitions:

“Viessmann” shall mean Viessmann Manufacturing Company (U.S.) Inc.

“Application” shall mean the Viessmann ViPRO Contractor Program Application

“ViPRO Program” shall mean the program established by Viessmann with certain mechanical contracting companies in order to strengthen and expand the North American installation and service of Viessmann products and help these contractors grow their business

“ViPRO Contractor” shall mean a mechanical contracting company which has submitted the ViPRO Application and who is approved by Viessmann to participate in the ViPRO Contractor Program

“Service Technicians” shall mean the service technicians that work for the ViPRO Contractor and who install and/or service Viessmann Products

2. Program Requirements and Conduct

2.1 ViPRO Contractor Program Requirements

- a) Eligibility for the ViPRO Program is determined in the sole and absolute discretion of Viessmann. Mechanical contractors seeking to become ViPRO Contractors must submit an Application and supply any documentation reasonably requested by Viessmann, including proof of insurance, training certificates and industry certificates.

Criteria Viessmann may consider in determining eligibility include:

- Whether contractor is a licensed, full time contractor with all necessary licenses required by all local, municipal and government authorities having jurisdiction over them.
- Whether contractor has maintained a mechanical contractor license for at least 5 years.
- Whether contractor has worked with Viessmann products for at least 3 years.
- Whether contractor is actively engaged in continuing education programs sanctioned by NATE (North American

Technician Excellence) or the equivalent thereof

- Whether contractor’s Service Technicians who work with Viessmann products are trained or have direct access to someone who is trained on the Viessmann Products being installed or serviced
- Whether contractor has an online company website
- Whether contractor has 24-hour support 7 days a week or an emergency service contact number available.
- Whether contractor’s Service Technicians are properly equipped with calibrated diagnostic tools such as combustion analyzers, gas pressure manometers and electrical meters.
- Whether contractor is in good standing with their customers, Viessmann Territory Manager and employees
- Information and recommendations from Territory Sales Managers and Regional Sales Managers.

3. Term and renewal

3.1 ViPRO Contractor Program Automatic Renewal Requirements

If accepted into the Program, the ViPRO Contractor will remain in the Program until the next ViPRO yearend unless earlier terminated in accordance with these terms and conditions. The ViPRO yearend will be June 1st.

The ViPRO Contractor’s participation in the Program may be automatically renewed, at the sole and absolute discretion of Viessmann, for a successive twelve-month renewal term each year. Criteria Viessmann may consider in determining eligibility for renewal include:

- a) Whether the agreed upon number of ViPRO Contractor’s Service Technicians have completed specified training, including new product and current product training
- b) Whether the ViPRO Contractor purchased and registered at least 5 Viessmann products within the preceding 12 months
- c) Whether the ViPRO Contractor submitted at least two Wall of Fame stories
- d) Whether the ViPRO Contractor completed bi-annual ViPRO surveys
- e) Whether the ViPRO Contractor displays the Viessmann logo and website link on Contractor website

- f) Whether the ViPRO Contractor actively promotes Viessmann products to Contractor's customers
- g) ViPRO Contractor must continue to be in good standing with their customers, Viessmann Territory Manager and employees
- h) Recommendations and information from Territory Sales Managers and Regional Sales Managers

The ViPRO Contractor shall only use the designation "ViPRO Contractor" while it is an active member of the Program in good standing. ViPRO Contractors agree to abide by all Viessmann guidelines and directives concerning the use and display of the Viessmann name, logo, and all proprietary materials.

4. ViPRO Contractor Program Benefits

Subject to these terms and conditions and any applicable guidelines established by Viessmann and the Program, as amended from time to time in the sole and absolute discretion of Viessmann, the ViPRO Contractor shall have the following privileges:

- a) Receive ViPRO Contractor status
- b) The right to promote itself as a ViPRO Contractor to Customers and End Users.
- c) The right to use and display the Viessmann ViPRO logo for the duration of its membership, including indicated Viessmann Badges awarded to the ViPRO Contractor, if applicable
- d) Eligibility to participate in potential focus groups and program surveys
- e) Other benefits outlined in the Program as determined in Viessmann's sole discretion, which are subject to change.

The ViPRO status and certification only extends to the ViPRO Contractor, not to its employees. If an employee leaves a Contractor which has ViPRO status, the employee has no rights in the Program whatsoever.

5. Termination and Suspension

5.1 Either Viessmann or the ViPRO Contractor may terminate the ViPRO Contractor's participation in the Program at any time without cause by providing thirty (30) days'

notice in writing to the last known address of the other party.

5.2 Viessmann may suspend or terminate the ViPRO Contractor from the Program immediately and without notice if:

- a) ViPRO Contractor ceases to or fails to fulfill the requirements of a ViPRO Contractor as per section 2.1.
- b) ViPRO Contractor is in breach of any of these terms and conditions.
- c) ViPRO Contractor misrepresents Viessmann in any manners.
- d) ViPRO Contractor refuses to cooperate with Viessmann.
- e) In Viessmann's absolute discretion cause exists to terminate the ViPRO Contractor's participation.

5.3 Viessmann may specify, in its sole discretion, the term and any condition of suspension or termination of a ViPRO Contractor from the Program and may specify the corrective action or actions or other conditions required for reinstatement of the Contractor into the Program.

5.4 Upon termination, the Contractor shall no longer use the designation "ViPRO Contractor"

5.5 Viessmann may terminate the Program at any time without cause or reason upon giving notice to the ViPRO Contractor, such termination to be effective on the date specified in the notice.

6. Conduct of Business

The ViPRO Contractor represents, warrants and covenants that it:

- a) Will ensure the sale, installation and service of Viessmann products are performed in a safe and approved manner, and in accordance with all laws, bylaws, codes and regulations of any government or regulatory authority having jurisdiction over same.
- b) Will operate its business in a professional and ethical manner
- c) Will not incur any liability on behalf of Viessmann or in any way pledge or purport to pledge Viessmann's credit or accept any order or make any contract binding upon Viessmann or give or make or purport to give or make any warranty or representation on behalf of Viessmann except such as are expressly authorized in writing by Viessmann
- d) Will permit a representative of Viessmann to review the operations and

performance of its services if so expressly requested

Viessmann may at any time request verification from Contractor that it is in compliance with the above requirements and conduct of business. If so requested, Contractor shall provide written verification within ten (10) business days.

7. Liability and Indemnity

- 7.1 Viessmann assumes no liability or responsibility for work completed for Customers or End Users pursuant to the Program.
- 7.2 Contractor shall indemnify, defend, and hold harmless Viessmann and its directors, officers, representatives, and employees from any and all costs, expenses, demands, or claims arising due to:
- a) Unsafe or unsatisfactory work performed by the Contractor, its employees, agents, Service Technicians, contractors, and sub-contractors
 - b) Any acts or omissions of Contractor or its agents or employees, or failure to comply these terms and conditions
 - c) Any and all claims of any injury to any person, including death, resulting at any time occurring in the operation of the Contractor's business
 - d) Any and all claims of damages to any property however occasioned in the operation of the Contractor's business
 - e) Any violation of any federal, state or local laws, rules, ordinances, or regulations
 - f) Any claim by Contractor and Contractor's suppliers, employees for wages, benefits, third party warranties, or other compensations
- 7.3 Viessmann assumes no liability or responsibility for services performed by the Contractor or its agents and employees, under this Program or otherwise.

8. Additional Terms and Conditions

- 8.1 Viessmann will endeavour to notify Contractors of any amendments or modifications to these terms and conditions or termination of the Program using resources available to Viessmann. Notwithstanding the foregoing, Viessmann reserves the right, in its

sole discretion, to amend or modify these terms and conditions or terminate the Program at any time for any reason, without notice.

- 8.2 The parties are independent and Contractor is not an employee, agent, servant, representative, party to a legal partnership or Joint venture of Viessmann. Contractor has no authority to assume or create any obligation or liability of any kind on behalf of Viessmann. ViPRO Contractor shall supply its own tools and equipment, determine the manner of its compliance with these terms and conditions, and shall set its own hours and schedules of work.
- 8.3 The Contractor is solely responsible for meeting all Program requirements and complying with laws, regulations, or bylaws regarding permits, codes, restrictions or inspections.
- 8.4 The Contractor will maintain accurate and legible records and will grant Viessmann reasonable access to these records and provide copies of any information reasonable requested by Viessmann.
- 8.5 In addition to the rights set forth in these terms and conditions, Viessmann has all of the other rights and remedies that the law gives. Neither party will lose any right just because it does not exercise it. No waiver, amendment or modification of any term of condition is valid unless in writing and signed by an authorized representative of Viessmann.
- 8.6 The Program and these terms and conditions will be governed by, construed and interpreted according to the laws of the State of Rhode Island exclusive of its conflict of laws principles. The Parties agree that the state and federal courts of Rhode Island shall have exclusive jurisdiction over any disputes arising under or concerning these terms and conditions and/or their relationship. The parties waive any personal jurisdiction and venue defenses to the courts of Rhode Island hearing the disputes referenced in the preceding sentence.
- 8.7 Both parties agree that these terms and conditions form the entire understanding of the parties with respect to the subject matter herein and that no previous communication, correspondence or representation (whether oral or written) shall be of any effect unless specifically state herein.
- 8.8 All notices between the parties required to be provided under these terms and conditions or with respect to the program will be delivered in writing.

- 8.9 These terms and conditions will endure to the benefit of and be binding on the parties. The rights and obligations of either part under these terms and conditions may not be assigned or delegated by that party, except that Viessmann may assign it to any present and future subsidiary or affiliate of Viessmann.
- 8.10 The Contractor acknowledges that it had the opportunity to obtain independent advice from its own attorney in respect to these terms and conditions prior to its execution and further acknowledges that it understands the terms and its rights and obligations under these terms and conditions.
- 8.11 ViPRO Contractor shall not disclose the terms and conditions or program details to any third party or post online.