



Bucher Municipal North America Inc. 2020 Dealer Standards for Service and Warranty

The information contained herein is intended to assist Bucher Municipal North America (BMNA) dealers in the policies and procedures to properly support the servicing of BMNA Sweepers. The policies and procedures outlined in this manual are established pursuant to, and as an extension of, Bucher Municipal America Inc. General Sales Manual.

As a BMNA dealer, you have a contractual obligation to develop and maintain a quality service organization and render, at your facilities prompt, efficient and courteous service to owners and users of Bucher Municipal North America products, regardless of the origin of purchase. In this regard, Distributor will take all reasonable steps to ensure that:

- 1** The service needs of its customers are accurately diagnosed.
- 2** Its customers are advised of such needs and that each customer's consent is obtained prior to initiation of any repairs.
- 3** Necessary repairs and maintenance are professionally performed.
- 4** BMNA Sweeper owners are treated courteously and fairly.

General Business Requirements:

- To enable dealer to fulfill its obligations satisfactorily, dealer agrees to establish and maintain an adequate and trained service organization including a qualified Service Manager and an appropriate number of competent service personnel.
- Dealer will acknowledge, investigate and resolve satisfactorily all complaints received from owners of BMNA products in a businesslike manner in order to secure and maintain customer goodwill. Any complaint received by the dealer which, in the opinion of the dealer, cannot be readily remedied, shall be promptly reported to BMNA by dealer.
- Dealer will make certain that all BMNA products sold by it have received pre-delivery services and inspection in accordance with applicable procedures and directives issued by BMNA. Dealer further agrees that all such products sold by it will be in proper operating condition prior to delivery to end user. To enable dealer to fulfill its obligations in this regard, dealer will ensure that an appropriate number of service personnel will be fully qualified to perform all necessary pre-delivery service and inspection.
- Dealer will perform any and all warranty, recall, product improvement, or product update service in compliance with instructions and directives issued by BMNA, regardless of where the Bucher Municipal North America product involved was purchased. To protect and maintain the goodwill and reputation of BMNA products and the related trademarks, dealer will not charge any customer for warranty service or any work done in connection with such warranty, recall, product improvement, or update, or any other service for which dealer is reimbursed by Bucher Municipal North America.
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BMNA utilizes three types of Technical Bulletins (TB)

CLASS 1 These are normally associated with Safety issues. They are high priority and will need immediate attention. Completing a Class 1 TB is mandatory and within the stated deadline of completion.

BMNA will automatically supply the required parts free-of-charge along with detailed instructions. The dealer will be provided with the EQ numbers of affected units in their territory. BMNA may require special documentation and/or pictures to ensure that this repair was performed correctly. BMNA will reimburse the dealer equitably for on-site labor and mileage upon receipt of a completed warranty claim form.

CLASS 2 These are normally associated with performance and/or reliability issues. They need to be done at the earliest convenience. Although these don't usually have completion deadlines attached BMNA would like them to be done within 60 days of notification.

BMNA will notify dealer of the affected units and supply the required parts and instructions free-of-charge but you will need to order them with a PO (use TB number) and submit a warranty claim for reimbursement. BMNA will reimburse the dealer for on-site labor and mileage upon receipt of a completed warranty claim form.

BMNA will monitor completion and after a reasonable amount of time (usually 3 months) you will be notified that failing to complete these may result in any future warranty claims being denied until the TB Class 2 is completed.

CLASS INFO These are referred to as "Product Improvement" TB's. We continually improve our products and this allows end-users to update their sweeper to current production standards. This type of TB is offered as a convenience to the end-user and is not required to be performed.

BMNA only provides the installation instructions, which includes the list of parts required. The parts will need to be purchased and are not reimbursable through warranty.

Please order these using the individual part numbers which are listed at the end of the TB notification document. You can refer to these by TB number but the individual parts will also need to be listed on your PO.

- Dealer will permit, during reasonable business hours, Bucher Municipal North America or its designee, to examine, audit, reproduce and take copies of all reports, accounts and records pertaining to the servicing of BMNA products, including but not limited to records in support of claims for reimbursement or credit from BMNA and with the prior approval of dealer, which approval will not be unreasonably withheld, to interview dealer employees with respect hereto.
- Dealer is responsible for creating and maintaining a current list of service personnel along with a unique email address and cell number per employee and providing that list to BMNA on a regular and ongoing basis.
- Training is essential part in ensuring that our customer's service needs are met. Dealer will provide properly-trained service personnel. Properly trained means by BMNA personnel only. Only BMNA authorized training will meet these requirements. Not meeting these training requirements will result in a 50% reduction of the dealer's BMNA warranty reimbursement rate.

In order to ensure you have met these expectations the dealer will comply with the following minimum training requirements.

1. At least one factory trained and certified technician per location at all times.
2. Dealer must ensure that its employees who are involved in the service of BMNA products are properly trained in the operation, maintenance and service of the products sold in the Dealers Area of Primary Sales Responsibility (APSR).
3. Dealer will participate in Bucher Municipal North America sponsored seminars, schools and meetings when they are made available. Dealer will sell only those machines that the dealer has the ability to properly set up, install and service.

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1. Dealer Responsibilities at the Time of End User Delivery

Dealer is responsible for performing the following tasks prior to, and/or at time of delivery of a BMNA-brand machine.

(A) It is the dealer's responsibility to thoroughly inspect all arriving shipments including BMNA owned demo units for potential damage during transport. It is imperative the dealer take the time to do a thorough inspection and record any carrier damage as appropriate (photos, measurements, description, etc.) on the shipping documents and on internal dealership documents for reference when filing a transportation damage claim.

Such damage is generally repaired/corrected by the dealer, it is appropriate that the dealer file any damage claims directly with the carrier which also includes BMNA owned demo units. All delivery receipts must be signed by the carrier's driver and the dealer's representative, noting date and time on the receipt. We suggest that the dealer designate specific employees to check in units as they are delivered.

(B) Inspect, assemble and prepare the machine for delivery and field use per the instructions provided by BMNA, to include, but not be limited to, the machine's assembly instructions, Operator's Manual, other BMNA instructions, and generally accepted practices. **Dealer acknowledges that any warranty claims arising from improper set up, adjustment, or operation of a machine will be denied. Dealer agrees that it will not deliver any BMNA-brand machine to the end-user which is not set-up in "ready to sweep" condition. This PDI should be done at the dealer's facility.**

(C) Explain to the end user of the machine and operator(s) the proper use of the machine, as defined by Bucher Municipal North America, and how to properly adjust, safely operate, and maintain the machine.

(D) Provide the Operator's Manual to, and review the Operator's Manual with, the end user of the machine. Complete the * PDI Checklist form which can be downloaded from the BMNA website and arrange to have it signed and dated by both Dealer and the end user and then email it to your assigned Regional Service Manager. Dealer must keep this document on file for at least seven years or for any period required by applicable law, whichever period is longer.

(E) Explain the Limited Warranty to the end user of the machine. Complete the online * BMNA warranty registration form and PDI Checklist within 15 calendar days from the date of delivery to the end user. This requirement also includes a dealer demo which means once upon receipt of unit and again upon sale to end user. Failure to register the delivery within this period will result in the warranty start date ~~date~~ dating to the date the machine was invoiced to the dealer. This form can be downloaded from BMNA's website.

Note: Dealer must make every effort to deliver sweeper within 15 days of intaking of unit. Delayed deliveries must have prior approval from your assigned Regional Service & Tech Manager.

Dealer is responsible to register all OEM warranties such as chassis, engine(s), and transmissions.

(F) Distributor may not arrange for the direct shipment of a machine to an end user from any BMNA factory or regional distribution center, without prior knowledge and authorization from BMNA.

2. Warranty Administration

Customer satisfaction and good customer relations are vital to the success of any commercial venture. Because of this, the importance of explaining the warranty to your customers at the time of the sale cannot be overemphasized. Since warranty decisions after delivery are made primarily in the service area, rather than sales, the Service Manager and other administrative service personnel must fully understand the warranty. Therefore, the warranty must be understood by all personnel who are directly involved in the sale of the product. Only BMNA personnel can authorize warranty repairs.

(A) Dealer will complete BMNA's online * machine warranty registration form within 15 calendar days after delivery of the machine to the end user, including without limitation, customer name(s), address, machine purchased, type of operation and delivery date. Once this form is completed and submitted online (warranty.bmna@buchermunicipal.com) it will be automatically receipted to your assigned Regional Service Manager for his review.

By entering the warranty registration into the BMNA system, you are indicating that the authorized BMNA dealer and end user representatives accept the machine as delivered and have read and agreed to the terms of the factory limited warranty.

(B) Dealer must maintain complete and accurate machine sales, warranty and service records, and will make such records available to BMNA upon request. BMNA offers, at an additional charge, several options for extended warranty coverage for most machines. Most packages, with certain limitations can be purchased within 60 days of initial warranty registration start date.

(C) Dealer will be the primary source of customer service information and will provide instruction on the proper use and care of the machine. Dealer will provide adequate equipment and/or facilities, including any special tools, to repair and maintain machines at the expected level of service for the territory. Dealer will not sub-contract any work to be done on machines without the prior written consent of BMNA.

(D) Dealer will keep and maintain all machine support tools supplied by BMNA, including all manuals, bulletins, CD's, on-line services and special tools. All manuals are available on the BMNA website.

(E) As general rule, BMNA genuine parts are to be used for ALL warranty repairs. The use of non-genuine BMNA parts for warranty repair must have prior authorization of your Regional Service Manager. In cases where the use of non-genuine BMNA parts cause or contributes to the failure of the genuine BMNA component, the cost of repairing or replacing the affected component will NOT be covered under BMNA warranty.

(F) Goodwill Authorization – BMNA may occasionally make policy adjustments that pay for all or part of certain repair costs not normally covered by the machine's limited warranty. Please review any customer requests in light of the individual situation and determine whether or not a policy adjustment is appropriate under the circumstances. All goodwill repairs and adjustments must be authorized prior to starting the repair by your Regional Service Manager.

When you have a repair that you believe is deserving of goodwill consideration, contact your Regional Service Manager and explain the situation. Be prepared to provide the following: type of failure and parts to be replaced, estimated cost of repair, delivery date and EQ number, mileage and hours of operation and previous service history.

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(G) Repeat Repairs – Good customer service requires that repairs be completed accurately and completely on the first visit. Furthermore, the quality of dealer-performed service is the responsibility of the dealer.

If a repeat repair is required within one (1) year of the original repair, pre-approval is required before submitting a warranty claim for the second repair. To obtain approval, the Regional Service Manager must be convinced that the second repair is required because the first one was inadequate or incomplete.

(H) Service Campaign Handling – Service campaigns are a way to update units through recall of owner's machines. The updates may involve product corrections. Dealers are instructed to inspect and/or make corrections to those machines built during a specific period of time and may have defects in workmanship or materials.

When a service campaign is initiated you are sent a service bulletin listing the range of affected machines, repair instructions, parts information and warranty claim procedures for that particular campaign. Be sure to read the instructions carefully; handling procedures apply only to that specific campaign.

(I) Dealer will perform warranty service in accordance with the terms of Bucher Municipal North America's limited warranty. Except in cases where Distributor is solely responsible for the cost of warranty service (as described in Part 3 of the General Sales Manual), Bucher Municipal North America will reimburse Distributor for warranty service which is provided in accordance with the terms of the Limited Warranty and the General Sales Manual, as follows:

(J) Warranty Reimbursement for Labor- Bucher Municipal North America will reimburse Dealer for labor costs actually and reasonably incurred by Distributor in connection with the warranty service, with such labor reimbursement being calculated on an hourly straight time basis - 80% for trained, 50% for untrained, of the dealer's BMNA warranty reimbursement rate. Once annually the dealer is allowed to one mutually agreed upon adjustment to their warranty labor reimbursement rate. Any such labor warranty rate adjustment **will** occur in December for the upcoming year.

(K) Bucher Municipal North America will provide Dealer with a credit for BMNA genuine replacement part(s) purchased by Dealer from Bucher Municipal North America and used by dealer in connection with the warranty service, with such credit being an amount equal to dealer's cost of the replacement part(s) so used and ground delivery costs. Dealer will not receive a credit for the amount of any mark-up on the replacement part(s) used in connection with the warranty service, unless required by applicable state law. Credits issued by Bucher Municipal North America to Dealer pursuant to this sub-paragraph can be applied to the purchase of new machines and/or new replacement parts.

It is required that all warranty parts, accepted or denied, must be retained by the BMNA dealer for a period of time to be no less than ninety (90) days from the credit/denial date. At any time within the ninety (90) day period the part must be available for immediate return to the factory or inspection at your location by your Regional Service Manager.

(L) Warranty Reimbursement for Travel – Travel to and from warranty repair site will be reimbursed at .60 per actual miles travel to complete warranty repair. Example: round trip mileage 275 x .60 = \$165. Labor costs while traveling to and from warranty repair site is non-reimbursable.

(M) Dealer acknowledges that any reimbursement and/or credit made or given pursuant to these Paragraphs 2 (J,K,L) is conditioned on Dealer

providing BMNA with documentation sufficient to enable BMNA to confirm both the validity of the warranty claim and the amount to be reimbursed and/or credited. This correctly completed form along with copies of any part invoices listed on claim has to be submitted to BMNA within 15 calendar days of completed warranty repair. This * form is available for download on BMNA's website. The BMNA EQ number is the only acceptable number that can be used for identification purposes. Upon request from time to time, Bucher Municipal North America has the right to audit Distributor's records regarding warranty claims in order to confirm the accuracy of amounts reimbursed and/or credited hereunder and to confirm Dealer's compliance with this Agreement. If the dealer submits a thorough, accurate and uncontested claim they can expect credit within 30 days.

(N) There are no allowances made, unless predetermined by separate agreement by your Regional Service Manager for the following costs and any similar service expenses: towing, fuel, phone calls, administrative fees, lodging and expedited shipping e.g. overnight freight.

Warranty does not apply to the following ... Any similar failures or costs unless it is the result of being directly damaged by the warrantable failure of a covered component: normal wear items, oils, fluids, filters, failures caused by neglect, abuse, accident, misapplication, alterations to machine after leaving factory, failures caused by the use of non-BMNA parts or acts of vandalism, Pre-delivery service, routine adjustments, normal maintenance service, inspection service, repairs due to initial faulty repair, repairs classified as temporary, **diagnostic time (except when pre-approved by Regional Service Manager), testing of repairs and road test of machine.**

Consequential damages or incidental expense items resulting from the machine down time are excluded from warranty.

3. Product Service (Non-Warranty) for In-Field and In-House Repair

The parties acknowledge that BMNA is not obligated to perform repairs on any machine. If for any reason BMNA does perform repairs on a machine sold by Dealer, then the following provisions will apply to such repairs:

- (A)** BMNA will invoice Dealer for all repairs performed on the machine.
- (B)** Authorization, in writing for billing the repairs must be given by Dealer prior to commencement of the repairs.
- (C)** Parts provided by BMNA and used for the repairs will be billed to Dealer at BMNA's then-current prices.
- (D)** Labor, mileage and travel costs will be billed to Dealer at BMNA's then-current rates.
- (E)** All invoices for repairs will be due net 30 days from the date thereof.

*Note - The PDI, warranty registration and the warranty claim forms can be found on the **JohnstonSweepers.US website**. The warranty registration form can be filled out entirely online and submitted.

The dealer will automatically receive a copy via e-mail. The PDI and warranty claim forms will need to be downloaded, filled out, scanned and e-mailed to your Regional Service Manager.

These forms can be found by going to the **DEALER LOGIN tab** on the **JohnstonSweepers.US homepage**. Select "warranties". All 3 forms are available on this page. **Password required.**

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Dealer Acknowledgement

We have received and reviewed the Bucher Municipal North America, Inc. Dealer standards for service and warranty policy manual dated April 27, 2020. We will work with Bucher Municipal North America to implement these policies and procedures.

DEALER NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

Dealer Principal

NAME _____

EMAIL _____

SIGNED _____

DATE _____

Service Manager

NAME _____

EMAIL _____

SIGNED _____

DATE _____

Parts Manager

NAME _____

EMAIL _____

SIGNED _____

DATE _____

Please return this page signed by all dealer personnel to your **Bucher Municipal North America** Regional Service Manager.

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