



# **Certified Service Partner Agreement**



## PURPOSE

We will provide innovative solutions that promote health, safety, and well-being

## CORE VALUES & BELIEFS

Together we will build an enduring company that:

- Conducts all business relationships with honesty, integrity and respect
- Enthusiastically serves our customers and strives for total customer satisfaction
- Continually improves our products, processes and skills
- Creates a team oriented workplace that values both team and personal accountability, commitment and fulfillment
- Supports our community as a responsible corporate citizen

## MISSION

We will achieve our aggressive worldwide growth plan by leveraging refrigeration products and Chewblet® ice

**Prepared For:**

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**Company Name**

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The above mentioned company is a recognized Follett Certified Service Partner for the following Follett product families:

- Ice bins including Ice Pro
- Ice machines – all
- Symphony ice and water dispensers
- Vision ice and beverage dispenser
- 7/15 series ice and water dispensers
- High-performance refrigeration
- Integrated ice bin

## Project Overview & Scope

The purpose of this document is to clarify the means by which Follett LLC coordinates the delivery of technical support services to its end user customers. The primary areas of focus within the support model would include: new product installations, “on demand” repair services, spare parts stocking, preventive maintenance, and on-site training.

In addition, this agreement will require service agency operational reporting of customer equipment reliability and performance measures.

## Follett Service Philosophy

In today’s business environment, no organization can afford to have an expensive equipment investment “out of service” or “limping along” at a reduced level. The reality is that in today’s competitive “services” based industry, it is more important than ever before to ensure that our customer’s equipment is operating at peak efficiency. Achieving this maximized performance is the primary purpose of the Follett Technical Service Department.

In light of the current push to control operational costs, it may seem that the best way to reduce spending would be to minimize routine service and utilize low cost and generic service maintenance companies. Keep in mind, however, it pays to protect your investment, and using our Follett “Certified Service Agent Network”.

## Follett Certified Service Partner Program Requirements

- Agreement to comply with Service Level Agreement (SLA) response metric of < 24 hours
- Agreement to carry spare parts inventory
- Customer satisfaction skills
- Maintain appropriate professional appearance
- Technicians on staff must be Follett Factory Trained or have immediate access to telephone support while providing service
- Training requirements
  - attend on-site training 1 time per year (minimum 50% of company technicians)
  - web-based training
- Successful completion of programs pertinent to “deployed products’ within six months of program posting.
- Supports paperless transactions
  - acknowledgement of outbound dispatch within twenty-four hours
  - dispatch closure within twenty-four hours of service call completion
- Invoice submission within fifteen days of dispatch closure
  - data capture (action taken/repairs made)
  - total charges for service

## Follett Certified Service Partner Profile

The purpose of this document is to outline the qualifications, capabilities and infrastructure required to be considered for designation as a Follett Certified Service Partner.

### Corporate Infrastructure

- Owner(s) are active and participate in the daily operation of the service company
- Maintains all business and trade licenses as required by locale in which business is operated
- Maintains all insurances, records, etc. related to the employment of staff
- Maintains liability insurance at a level meeting Follett's specified minimum level
- Electronically savvy
  - will receive electronic deployments
  - will process electronic deployment closure and invoicing: 24 hours to deployment closure, 15 days maximum to invoice submission
- Sufficient staff to maintain 50% Follett Certified technicians
- Commits to 24 hour or less response to service deployment
- Provides minimum coverage range of 50 miles or one hour of travel in designated service territory
- Does not sell competitive lines of equipment
- Will stock service parts inventory as designated by Follett LLC. Please see required service parts inventory lists provided along with this agreement.
- Uniformed technicians
- Field technicians have phones or means to contact Follett Factory for immediate technical support
- Subscribes to and supports all training efforts as outlined by Follett LLC

### Technical Capabilities

- Proof of qualified, licensed refrigeration service technicians on staff (EPA card on file etc)
- Services electromechanical devices
- Beverage system component service capabilities desirable but not mandatory
- Provides equipment installation services as required by Follett LLC
- Capable of servicing low-temperature (high-performance) refrigeration products

## Product Warranty & Support Provisions

Follett LLC warrants to the original purchaser of each new Follett product that all parts shall be free from defects in material and workmanship under normal use and service for a period between 2 or 3 years (depending on product) from date of start-up or 90 days from the shipment date, whichever comes first. Under this warranty, Follett agrees to provide at no charge, for a period as stated above any parts found to be defective, subject to specific conditions, with an additional 2 year period extended to the compressor (total of 5 years). In addition to the parts warranty, Follett agrees to provide for a period of 2 or 3 years (depending on product) any labor necessary to correct factory defects, subject to specific conditions.

Please visit the Follett website at: [www.follettice.com](http://www.follettice.com) for a complete listing of all products and their respective warranty provisions.

## Follett Certified Service Partner – Follett/Customer Responsibilities

### Follett LLC Factory Warranty Responsibilities:

- To pay for failures resulting from factory defects in workmanship. Please be advised issues such as customer abuse, misuse, plugged drains, dirty condenser, power and water outages, etc. are not the type of failures that are considered factory defects and service related to these types of issues will not be paid for by Follett LLC.
- To pay for repair charges set in accordance with the attached labor hour guidelines.
- Follett will pay travel/truck charges not to exceed the equivalent of one hour of the agent's hourly rate.
- To pay for customary materials and/or supplies used during repairs set in accordance with the attached guidelines.
- Follett LLC reserves the right to reject or dispute all or any part of the above charges if they are found to be excessive.

### Equipment Owner or User Responsibilities:

- Normal maintenance (i.e., cleaning drains, ice machine cleaning, cleaning condensers, etc.)
  - Circuit breakers, switches or the like found to be the reason for the unit being inoperative.
  - Additional labor charge due to inaccessibility of the machine. Follett LLC should be notified of any such cases\* when encountered.
  - Failures due to unCertified equipment modifications or use of other than OEM service parts.
- \* Hot work, fire watch, permits, etc. are not covered by Follett LLC and are the responsibility of the equipment owner.

# Follett Certified Service Partner Labor Allowances

## Refrigeration Service

Refrigeration System	Self Contained	Remote
Diagnosis	1 hour	1 hour
Compressor replacement	4 hours	6–8 hours
Expansion valve replacement	4 hours	5 hours
Evaporator replacement	3 hours	5 hours
Condenser replacement A/C or W/C	4 hours	5 hours
System leak (detail location)	3 hours	5 hours

### Notes:

All allowances are for the services of one technician. Follett LLC does not cover a second technician or helper labor without prior authorization from Follett LLC.

Repair times include recovery, evacuation, and recharge.

Cost of refrigerant not to exceed \$22 per pound. Name plate amount of refrigerant used rounded up to the nearest pound.

Miscellaneous charges/supplies such as brazing supplies, evacuation, pump down, etc. should not exceed \$75.00.

Travel cannot exceed 1 hour of equivalent labor time.

Mechanical/Drive System	Time
Diagnosis	1 hour
Upper bearing and/or lower bearing replacement	1 hour
Auger replacement*	1 hour
Gearbox and motor*	3 hours

\* Includes auger and bearings.

Electrical System	Time
Diagnosis	1 hour
Remove and replace any one electrical component*	1 hour

\* Additional electrical component replacement: .25 hour.

Water/Drain System	Time
Diagnosis	1 hour
Remove and replace any one component (float, fitting, strainer, etc.)	1 hour

## Ice Dispensers/Ice Dispensing Bins

Electrical System	Time
Diagnosis	1 hour
Remove and replace any one electrical component* (i.e., circuit board, bin stat, timer, relay, dispense switch, etc.)	1 hour
Remove and replace drive motor	2 hours

\* Additional electrical component replacement: .5 hour.

Mechanical/Drive System	Time
Diagnosis	1 hour
Remove and replace dispense mechanism	1 hour
Remove and replace drive motor	2 hours
Remove and replace sprockets, chains, agitators, etc.	2 hours

Water/Drain System	Time
Diagnosis	1 hour
Remove and replace any one component (water faucet, fitting, water line, etc.)	1 hour

## Follett Certified Service Partner Invoice Submission Process

- Follett pays the rates stated in the Follett Certified Service Partner Agreement
- Service invoices must include all of the following information:
  - Job Name
  - City, State, Zip
  - Equipment Model Number
  - Equipment Serial Number
  - PO/Work order number
  - Total Hours Spent on Site
  - Total Charges for Travel (not to exceed the equivalent of 1 hour of contracted labor rate)
  - Detailed Description of Service Provided
  - Signature of Person on Site to Verify Completion of Work
- Follett will notify the Service Partner in writing of any service procedure to be performed in a specified “flat” rate time.
- Invoicing to Follett will be filed no later than 15 days after completion of service.
- All payment terms to Follett will be net 30 days as of receipt of invoice by Follett.
- Follett LLC will require all Follett Certified Service Partners to participate in electronic Invoice submission.\*

\* Submit all service invoices through the Follett web portal. Follett LLC does not accept mailed invoices, however, Follett LLC reserves the right to request hard copy (paper) documentation of service invoices or work orders.

## Follett Certified Service Partner Rate Schedule

	Rate	Initials
MONDAY THROUGH FRIDAY BETWEEN 8:00 A.M. AND 5:00 P.M.	\$_____ per hour	
MONDAY THROUGH FRIDAY, AFTER 5:00 P.M.	\$_____ per hour	
SATURDAY, SUNDAY, AND HOLIDAYS	\$_____ per hour	
TRAVEL – NOT TO EXCEED \$_____ PER SERVICE CALL		

## Follett LLC Quality Assurance Program

Follett LLC provides the highest quality products and services to their customers. A complete summary of our Warranty provisions are detailed on the main Follett website at: [www.follettice.com](http://www.follettice.com).

## Service Department/Operations & Metrics

### Key Performance Indicators (KPIs) & Metrics

<b>Call Center</b>	<b>877.612.5086</b>
Standard Hours of Operation	Monday – Friday 8:00 AM to 5:00 PM (EST)
Voice Message Response Time	< 1 hour
Average Talk Time	< 10 minutes
Number of Contacts prior to Deployment	3 contacts - maximum (unless solution is imminent)
Escalation to Call Center Manager	Maximum 3 hours in “down” situation of 1 <sup>st</sup> notification in Call Center
<b>Field Service</b>	<b>877.612.5086</b>
Arrival On-Site / Scheduled	Within 24 hours of being dispatched by Call Center.
Arrival On-Site / Emergency	Within 6 business hours of being dispatched by Call Center.
Time to Identify Cause	Within 2 hours of arrival
Time to Resolve / No Parts Needed	Within 6 hours of arrival
Time to Resolve / Parts Needed	Next business day / 2 PM
Time to Escalate to CC Supervisor	Within 6 hours / without problem identification
Time to Escalate to National Manager	Within 32 business hours
Time to Escalate to Dept Director	Discretion of National Mgr.
<b>Spare Parts Ordering</b>	<b>877.612.5086</b>
Non-Emergency Shipping	2 Days Ground (standard routing)
Emergency Shipping (warranty parts)	UPS Next Day Air prepaid by Follett (if ordered prior to 2p Eastern)
On-Line Web Store	<a href="http://www.parts.follettice.com">www.parts.follettice.com</a>
<b>Technical Department / Hours of Operation</b>	
Standard Hours of Operation	Monday – Friday 8:00 AM to 5:00 PM (eastern)
Evening Hours / Weekdays	Monday – Friday 5:00 PM to 8:00 PM (eastern)
Weekend Hours	Saturday & Sunday 8:00 AM to 8:00 PM (eastern)
Closed Holidays	New Years Day (2 days), Good Friday, Memorial Day, 4 <sup>th</sup> of July, Labor Day, Thanksgiving (2 days), Christmas (2 days).

# Insurance and Indemnification Agreement

## For Subcontractor of Follett LLC

### Insurance

- a. Follett Certified Service Partner (“FCSP”), at its own cost and expense, shall purchase and maintain on all of its operations for all and any repair and services performed by FCSP (and its subcontractors), Workers’ Compensation and Employer’s Liability insurance covering all of its employees; Commercial General Liability (“CGL”) insurance; and Automotive Liability insurance. Coverage limits shall be in accordance with the requirements listed below. FCSP is required to name Follett LLC as an additional insured on FCSP General Liability policy using form # CG2010 11/85 or its equivalent (including Completed Operations). If policy is written on a claims made basis, FCSP is to maintain CGL coverage including the Additional Insured provision, for a period of 3 years after completion of any work. It is hereby understood and agreed that any insurance obtained by Follett LLC is deemed excess, non-contributory and not co-primary in relation to any coverages procured by the FCSP. All of FCSP’s insurance deductibles, self-insured exposures, uninsured, or underinsured exposures are at FCSP’s risk and are for FCSP’s account.
- b. On an annual basis and prior to commencement of work, FCSP shall provide to Follett LLC certificates from the insurance companies that such insurance is in force as well as a copy of the CGL additional insured endorsement. Commercial General Liability, Automobile Liability and Workers’ Compensation and Employer’s Liability Insurance shall be written by an insurer acceptable to Follett LLC and that has shall have a minimum A.M. Best Rating of A- or a minimum Standard & Poor’s rating of A. Failure of FCSP to secure the required coverages and minimum limits, or the failure to supply certificates of insurance properly evidencing such coverages and minimum limits shall in no way relieve FCSP from its obligations herein. FCSP shall, upon request from Follett LLC, supply Follett LLC with certified copies of the insurance policies required in this Insurance Section. Notwithstanding the foregoing, however, Follett LLC shall be under no duty to examine such certificates or other evidence of insurance, or to advise FCSP in the event that its insurance is not in compliance with this agreement, nor shall FCSP’s purchase of appropriate insurance coverage or the furnishing of certificates of insurance release FCSP from its obligations or liabilities under this agreement. All of FCSP’s insurance policies required in this Insurance Section shall provide that 30 days written notice will be given to Follett LLC prior to any material change in, or cancellation of, such insurance policies.
- c. Required Limits shall be:
  - Minimum Commercial General Liability Coverage (Occurrence Basis):
    - \$2,000,000 Products/Completed Operations Aggregate– \$2,000,000 General Aggregate– \$1,000,000 Any One Occurrence (Bodily Injury and Property Damage)
    - \$1,000,000 Any One Person or Organization (Personal & Advertising)
    - Per Project General Aggregate
  - Minimum Automotive Liability Coverage:
    - \$1,000,000 Each Accident (written on a comprehensive basis)
  - Minimum Employers Liability Coverage (Part Two on the Workers’ Compensation policy):
    - \$100,000 Each Accident– \$100,000 Each Employee for Injury by Disease– \$500,000 Aggregate for Injury by Disease
- d. FCSP’s obligations under this Insurance Section shall survive termination or expiration of this agreement:

## Indemnification

- a. FCSP shall defend, indemnify and hold harmless Follett LLC and its affiliates, customers, distributors and each of their respective directors, officers, employees, agents, and affiliates and any person or entity directly or indirectly employed by any of them (collectively, the "Indemnified Parties," and individually, an "Indemnified Party") from and against all liabilities, losses, claims, damages, settlement costs, demands, fines, civil penalties, judgments, decrees and expenses (including, but not limited to, interest, court costs and attorneys' fees) (collectively, "Losses") which in any way arise out of or result from (i) any act(s) or omission(s) by FCSP or by FCSP's directors, officers, employees, agents, affiliates or any person or entity directly or indirectly employed by FCSP or for whose acts FCSP may be liable, in the performance or nonperformance of FCSP's obligations under this agreement or any purchase order, or (ii) the use or occupancy of any facilities by FCSP or use of any tools or other equipment provided or owned or controlled by any Indemnified Party; including, but not limited to, Losses based upon or relating to (1) any injury to or death of any person, damage to or destruction of any property, real or personal, or (2) any alleged violation of international, regional, national, federal, state, provincial or local laws, rules, regulations and orders (including, but not limited to, those concerning food safety, health and safety, equal opportunity, employment, immigration and environmental laws, restrictions and regulations), or (3) any alleged deficiency or defect in the services furnished or required to be furnished pursuant to this agreement, or (4) any claim that any of FCSP's employees, principals, contractors or subcontractors are employees of an Indemnified Party.
- b. FCSP's defense, indemnification and hold harmless obligations under this Indemnification Section shall apply regardless of whether the Losses arise out of or relate to the negligence of (whether active, passive, or otherwise), or were caused in part by, an Indemnified Party. Notwithstanding the foregoing, however, nothing contained in this agreement shall be construed as an indemnification by FCSP of an Indemnified Party against any Loss to the extent such Loss arises solely from the gross negligence or willful misconduct of such Indemnified Party.
- c. The indemnification obligations of this Indemnification Section shall not be construed to negate, abridge, or otherwise reduce any other right to indemnity that would otherwise exist in favor of any Indemnified Party or to negate, abridge, or otherwise reduce any other obligation of FCSP or any of its directors, officers, employees, agents or affiliates, or of any person directly or indirectly employed by FCSP, to indemnify any Indemnified Party. FCSP's obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits paid or payable by FCSP under workers' compensation acts, disability benefits acts, or other employee benefit laws or regulations.
- d. In the event that any demand or claim is made upon or a suit is commenced against an Indemnified Party which is within the scope of FCSP's defense, indemnification and hold harmless obligations, the Indemnified Party will give FCSP notice of such demand, claim, or suit. If FCSP gives to such Indemnified Party a written acknowledgement of FCSP's obligations hereunder satisfactory to the Indemnified Party, FCSP shall have the right to settle, compromise, or defend such demand, claim, or suit; provided, however, that no compromise or settlement may be affected without the Indemnified Party's consent unless (i) there is no finding or admission of any violation of law or the violation of any rights of any person and no effect on any other claims that may be made against the Indemnified Party, and (ii) the sole relief provided is monetary damages that are paid by FCSP and/or its insurer. FCSP's failure to deliver such acknowledgement and failure to participate in the defense, prosecution or settlement of a claim or suit shall not relieve it of its obligations under this Indemnification Section.
- e. The defense, indemnification and hold harmless obligations of FCSP shall survive expiration or other termination of this agreement.

FCSP hereby agrees with above requirements with respect to any work performed for Follett LLC.

Subcontractor hereby agrees with above requirements with respect to any work performed for Follett LLC.

Subcontractor:

Print: \_\_\_\_\_  
Date

Sign: \_\_\_\_\_

**Certified Signature/Title**

Print: \_\_\_\_\_  
Date

Sign: \_\_\_\_\_

**Follett LLC**

## **Program Acceptance & Acknowledgement**

### **Term and Termination:**

Duration: This agreement shall continue in full force and effect for a period of not less than one year from the effective date. In signing this agreement, it is understood that all terms and conditions outlined in the document will remain in force unless otherwise noted in advance. This agreement will be automatically renewed on an annual basis.

Termination: This agreement may be terminated by either party without cause by providing at least ninety (90) days written notice.

**If you have any questions concerning this agreement, please feel free to contact me directly in my office at 484-456-2390.**

### **Confirmation of Services:**

Print: \_\_\_\_\_  
Date

Sign: \_\_\_\_\_

**National Service Manager - Follett**

Print: \_\_\_\_\_  
Date

Sign: \_\_\_\_\_

**Business Owner & Title**

\_\_\_\_\_

**Business Address**

Chewblet and Follett are registered trademarks of Follett LLC, registered in US.

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