TERMS AND CONDITIONS

MAINTENANCE AND REPAIR SERVICES

These terms and conditions for maintenance and repair services (the "Servicing Terms") form part of the hire agreement (the "Agreement") entered into between Husqvarna UK Limited (the "Owner") and the Hirer specified on page one of the Agreement for the hire of the Equipment specified in the Agreement and shall apply to any provision by the Owner of maintenance ("Maintenance") and repair ("Repair") work to the Equipment in accordance with the services listed in Appendix 1 hereto (the "Maintenance and Repair Services").

Certain words used in these Servicing Terms have special meanings whenever they are used. The first letter of any such word is in capitals. If the meaning of those words have not been defined in these Servicing Terms they have the meaning given to them in the Agreement. In the event of a conflict between one or more provisions of these Servicing Terms and other provisions of the Agreement (excluding, however, the General Terms (as defined in the Agreement)), such other provisions of the Agreement shall prevail.

1 Maintenance and Repair Services

1.1 Subject to the Hirer complying with these Servicing Terms, the Owner shall provide the Maintenance and Repair Services in respect of each respective Equipment by the below terms.

1.2 The Maintenance and Repair Services may be performed by certain resellers authorised by Husqvarna AB ("Husqvarna") to sell the Equipment (each a "Reseller"). Information regarding Resellers may be obtained from the Owner

1.3 The Hirer and the Reseller shall mutually in advance agree upon and schedule the time for performing Maintenance of the Equipment. 1.4 Maintenance and Repair work shall be completed within ten (10) Business Days from the day the Equipment is received by the Reseller for Maintenance and Repair Services, excluding shipping time for return shipment to the Hirer (i.e., within such time period the Equipment shall be ready for collection from the Reseller's premises). If the Hirer is a business customer and is using a Reseller designated as a Husgvarna PRO Reseller by the Owner for the Maintenance and Repair Services, the Maintenance and Repair work shall be completed within two (2) Business Days of the Reseller receiving the Equipment for Maintenance and Repair Services, excluding shipping time for return shipment to the Hirer. If the Owner deems it not possible to complete the Maintenance and Repair work within the timeframes specified above due to reasons for which the Owner is responsible, replacement equipment having corresponding function as the applicable Equipment being subject to the Maintenance and Repair Services, shall be provided to the Hirer for interim use by the Reseller free

2 Maintenance and Repair Services fee

of charge.

2.1 The Hirer shall pay the Owner for any repair and/or maintenance work undertaken by with Reseller that is not covered by the scope of these Serving Terms (due to the conditions listed in Section 3 below not being met or otherwise). For the avoidance of doubt, any such repair and/or maintenance is not covered by the Hire Payments. Prior to performing any repair or maintenance service that is outside the scope of these Servicing Terms, the Reseller shall obtain the Hirer's prior written approval. Invoices for any such work, itemising all goods and services billed, shall be issued by the Owner to the Hirer. The Hirer shall pay the invoice within thirty (30) calendar days from the invoicing date. If the Hirer shall pay with credit/debit card, the Hirer confirms and agrees that (a) the Hirer is authorised to use the credit/debit card for the payment; (b) such card is valid; (c) such card has sufficient funds; and (d) the Owner is entitled to charge such card in accordance with what is stipulated in these Servicing Terms. 2.2 Any late payments shall be subject to interest charges as set forth in the Agreement.

3 Conditions for Maintenance and Repair Services, etc.

3.1 The Owner's Maintenance and Repair obligations under these Servicing Terms are subject to the following conditions being met by the Hirer: (a) The Equipment that is being leased to the Hirer by the Owner is manufactured by Husqvarna;

(b) The Hirer has, at all times, used and handled the Equipment according to the Equipment's operator's manual (as issued by Husquarna from time to time) or other written instructions issued by the Owner (as issued from time to time), as determined by the Owner (or by the Reseller on the Owner's behalf) in it's reasonable opinion upon inspection of the Equipment;

- (c) The Hirer has at all times handled the Equipment with care;
- (d) The Equipment has not been subject to any negligent handling and/or maintenance:
- (e) The Equipment has undergone scheduled Equipment Maintenance and inspections, as stipulated in Appendix 1:
- (f) In the event the Equipment requires Repair, usage of the Equipment has immediately ceased and the Hirer has without undue delay returned the Equipment to the Reseller;
- (g) The Hirer has paid all due Hire Payments and any other sum payable under the Agreement under the Agreement;
- (h) In case of robotic mowers, the installation has been performed by a duly authorized Husqvarna Reseller; and
- (i) The Hirer has not exceeded the limitation of maximum amount of runtime hours applicable to certain Equipment as specified in Appendix 1.
- 3.2 The Owner's Maintenance and Repair Service under these Servicing Terms does not include the following:
- (a) Accessories to the Equipment:
- (b) Equipment or parts listed in Appendix 1 as excluded:
- (c) Installation work of robotic mowers;
- (d) Consumables, including but not limited to, fuel, knifes, cutting equipment and tires:
- (e) Starter batteries: and
- (f) Defects, maintenance and/or repair arising from (i) use and/or installation of the Equipment in combination with appliances/products for which the Equipment was not intended; and (ii) the Equipment being subject to accidents, abuse, misuse, negligence, tampering, alteration, modification, willful damage or other circumstances that are attributable to the Hirer or its staff.
- 3.3 The Hirer is not entitled to transfer the Maintenance and Repair Services under these Servicing Terms to a third party without the Owner's prior consent.
- 3.4 For the avoidance of doubt, to the extent the Owner is not responsible for service, maintenance and/or repair pursuant to the Agreement, the Hirer remains liable for service, maintenance and reparations in order to keep the Equipment in a good and functional condition in accordance with the Agreement.

4 Consumer rights

4.1 Nothing in these Servicing Terms shall in any way exclude statutory rights a consumer may have pursuant to applicable law.

4.2 If the Hirer is a consumer, it may have certain statutory rights pursuant to applicable law if the Maintenance and Repair Service is not delivered in accordance with these Servicing Terms. Those rights are not affected by the limitations in the Servicing Terms. If the Hirer wants to exercise any such consumer rights, the Hirer shall contact the Owner via the contact information provided in the Agreement.

5 Term

5.1 Subject to the conditions of these Servicing Terms, the Maintenance and Repair Services shall be provided for the Equipment until such time that the hiring of the Equipment and/or the Agreement is terminated.

6 Early Termination

6.1 Notwithstanding anything to the contrary in the Agreement, the Owner may terminate the Maintenance and Repair Services immediately by written notice to the Hirer upon any of the following events: (a) if Hirer materially breaches these Servicing Terms and fails to remedy the breach within thirty (30) calendar days of the Owner's request; (b) the Equipment being deemed stolen or non-usable (as determined in the Owner's reasonable opinion upon inspection of the Equipment); or (c) the Owner deems that a repair or maintenance outside the scope of the Agreement in accordance with Section 2.1 is necessary for the functioning of the Equipment, but the Hirer does not agree to such repair or maintenance and/or to bear such cost. The following shall, including but not limited to, always be considered to constitute a material breach of the Servicing Terms by the Hirer: (i) use of the Equipment does not comply with the Equipment's operator's manual, and (ii) establishment of negligent use of the Equipment (as determined in the Owner's reasonable opinion upon inspection of the Equipment).

APPENDIX 1

MAINTENANCE SERVICE & DURATION

- (a) The following services are included in the scope of the Maintenance and Repair Services undertaking:
- (b) Scheduled inspection and/or maintenance of the Equipment according to what is stipulated in the Equipment's operator's manual and in accordance with Husqvarna's service checklist for the applicable Equipment ("Service Checklist"). The documents referred to may be updated by Husqvarna from time to time. The inspection and maintenance intervals for each Equipment are stipulated in the table below. Husqvarna may at any time during the term of the Agreement change inspection and maintenance intervals for the Maintenance and Repair Services to reflect best practice routines. Husqvarna shall notify the Customer of such change in writing; and
- (c) Emergency repairs in case of unexpected breakdown of the Equipment (subject to these Servicing Terms (including but not limited to Section 3 of these Servicing Terms)).

The Service Checklist describes the content of the maintenance or inspection as described in (b) above. The Service Checklist consists of mandatory operations to be performed as well as spare parts to be replaced if the Owner deems that there is a need. Spare parts expressly identified in the Service Checklist are included in the scope of the Maintenance and Repair Services and can be either frequent servicing parts or wear parts.

As an exception to what is stipulated above, for emergency repairs as described in (c) above, the following parts shall not be included in the Maintenance and Repair Services undertaking: (i) fuel, (ii) knifes and other cutting equipment including but not limited to knifes and blades to robotic mowers, brushcutters, lawnmowers, (iii) tires and (iv) starter batteries.

The Maintenance and Repair Services listed in (a) to (c) above shall include labor.

	Service type	Consumer	Professional customer		Maximum amount of runtime hours
		Normal contract	Normal contract	Intense contract	
Automower®	Maintenance	Yearly	Yearly	-	-
CEORA	Maintenance	-	Yearly	-	-
Petrol Handheld	Maintenance	Yearly	Yearly	-	300 hours per year
Battery Products	Inspection	-	Yearly	-	300 hours per year
BLi Batteries	Inspection	-	Yearly	-	300 hours per year
Rider	Maintenance	Every second year	Yearly	-	400 hours per year
Rider (Intense use)	Maintenance	-	-	Two times a year	800 hours per year
R 112 iC	Maintenance	Every third year	-	-	-

Gammies Groundcare (FRN: 845937) acts as a credit broker not a lender and will only introduce you to Husqvarna UK Limited (FRN: 724585) for the purposes of entering into a regulated consumer hire agreement. Gammies Groundcare postal address is: Station Yard, Carseview Road. DD83BT, Forfar.

Husqvarna UK Limited is a private limited company incorporated and registered in the United Kingdom under company number 00974979. Principal place of business and address for service: Preston Road, Aycliffe Industrial Park, Newton Aycliffe, County Durham, DL5 6UP. Husqvarna UK Limited is authorised and regulated by the Financial Conduct Authority (registration number 724585).