

SAMPLE

RHEEM SALES COMPANY, INC.
WATER HEATING DIVISION

AUTHORIZED SERVICE PROVIDER AGREEMENT

This Authorized Service Provider Agreement (including all exhibits, schedules and attachments, the "**Agreement**") is entered into between Rheem Sales Company, Inc., with an address at 1100 Abernathy Road, Suite 1700, Atlanta, GA 30328 ("**Rheem**") and the authorized service provider indicated below ("**ASP**") as of the date of last signature below ("**Effective Date**").

Legal Name as shown on W-9	Fill in
DBA Name (if different from legal name)	Fill in
State of Organization/Incorporation	Fill in
Federal Tax Status (Box 3 on W-9)	Fill in
Taxpayer ID Number – no dashes	Fill in
Business Address	Fill in
City, State, Zip	
Business Phone Number	Fill in
Business General Email	Fill in
Primary Contact Title	Fill in
Business web address	Fill in

WHEREAS, Rheem desires to provide its customers with qualified service providers who can perform authorized warranty and repair work on Rheem, Ruud, Richmond, gas, electric, residential, tank, tankless, hybrid, and commercial water heaters products ("**Products**"); and

WHEREAS, ASP desires to perform services for Rheem Sales Company, Inc., Water Heating Division, and Rheem desires to pay ASP for services performed in the Territory (as defined in Exhibit B), pursuant to the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

[SIGNATURE PAGE FOLLOWS]

In consideration of the material covenants, agreements, representations and warranties contained in the Agreement, and intending to be legally bound thereby, ASP hereby agrees to the terms and conditions below and incorporated herein by reference as evidenced by the signature of its authorized representative below as the Effective Date.

AUTHORIZED SERVICE PROVIDER

RHEEM SALES COMPANY, INC.

Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

RHEEM SALES COMPANY, INC.

Signature:
Name:
Title:
Date:

1. SERVICES AND DELIVERABLES.

(a) Rheem Responsibilities. Throughout the Term (as defined below):

(i) Rheem will list ASP as an independent service provider for Rheem Water Heating Division within the primary service area listed on Exhibit B hereto (the "**Territory**");

(ii) Rheem will pay ASP, pursuant to the terms and conditions on herein for completed services, work, and labor performed within the Territory for repair work on Rheem branded water heaters (the "**Services**");

(iii) Rheem will make parts, service, and technical information available in a timely manner and at a reasonable cost;

(b) Performance of Services by ASP. Throughout the Term, ASP shall:

(i) respond to a request for Services within a reasonable time, and make contact with the end customer within 24 hours of accepting the dispatch from Rheem;

(ii) perform the Services: (i) in a professional and workmanlike manner free of defects, and consistent with the standards ordinarily exercised by reputable members of ASP's profession; (ii) in accordance with all applicable local, state and federal laws, statutes, ordinances, codes, orders, rules and

regulations; (iii) in compliance with the installation, service, and maintenance instructions and requirements contained in Rheem's product manuals and technical bulletins, notes, or guides, and (iv) in the most expeditious and economical manner consistent with the interest of Rheem and its customers;

(iii) not give opinions or advice to owners of the Products, with respect to the application or meaning of Rheem's warranty of such Products and shall not give opinions or advice as to any claim by such owners who have or claim to have been injured or sustained a loss through use of our Products;

(iv) not discuss any financial disclosures you have between Rheem and yourself with any customer;

(v) maintain a professional image when in the owner's residence or place of business and maintain a satisfactory quality of service as measured by a survey, or audit of customers who have received Services from you;

(vi) procure and maintain any and all licenses and permits required by applicable law or regulation to perform the Services in the Territory and provide copies of those licenses and permits to Rheem upon request;

(vii) carry at all times an adequate inventory of Rheem replacement parts for the repair and service of the Products in order to ensure prompt and proper service in the Territory. Rheem shall sell ASP such replacement parts at the current single, bulk, or discounted, published distributor prices and on the other terms and conditions set forth on Rheem's current parts price list. For any Rheem replacement parts which ASP installs without charge to the owner during the "in-warranty" period with respect to the parts replaced, Rheem shall give ASP proper credit or replacement.

(viii) use genuine Rheem OEM repair parts or equivalent, and install these parts in accordance with established Rheem installation procedures as referenced in the Rheem Service Manual or pursuant to component installation instructions provided by Rheem;

(ix) obtain, maintain and review current parts, service and technical information on Rheem products, as made available by Rheem;

(x) enter job completion in Rheem's iWarranty system within five (5) business days of completion of the job;

(xi) provide an installation warranty for the Services performed for a period of not less than ninety (90) days and for a period of not less than one (1) year for material supplied;

(xii) ensure ASP's technicians have any and all tools and equipment required for providing the Services, including but not limited to electronic manometer, voltage meter capable of reading micro-amp. If installing commercial equipment, the technicians must have a combustion analyzer;

2. SERVICES.

(a) Subcontractors. ASP will not subcontract any of the Services to be performed under this Agreement to a third party without the prior written consent of Rheem. In the event a subcontractor is permitted to perform any Services under this Agreement, ASP shall indemnify Rheem for any action or inaction of such subcontractor.

(b) Use of Trade Names. ASP agrees that Rheem and its affiliates at all times, owns and retains all right, title and interest in and to its intellectual property, including, but not limited to, all trademarks, service marks, trade names, trade dress, proprietary logo or insignia or other source or business identifier (the "**Rheem Marks**"), as well as all copyrights, patents and other proprietary rights (collectively "**Rheem Intellectual Property**"). ASP will not use any Rheem Intellectual Property without the express written consent of Rheem or the applicable Customer. In all materials in which ASP makes permitted use of Rheem Intellectual Property, ASP shall identify Rheem as the owner thereof and ASP shall strictly comply with all instructions of Rheem with respect to the use, advertising and display of Rheem Intellectual Property. At the request of Rheem, ASP shall furnish Rheem with copies of all advertising, promotional materials or other such items bearing or including any Rheem Intellectual Property. ASP further agrees that it will not alter or remove any of the Rheem Marks applied to or contained in any of the materials, items or Products of Rheem, except upon prior written authorization from Rheem. ASP's rights to permitted use of Rheem's

Marks and any other permitted use of Rheem Intellectual Property under this Section shall immediately terminate upon written notice from Rheem.

3. FEES AND PAYMENT.

(a) Fees shall be as stated in Exhibit B. No extra charges of any kind will be allowed unless specifically agreed in writing by Rheem. Payment terms are net due 30 days from the receipt of an accurate claim in iWarranty. All expenses incurred by ASP in performing the Services covered by a work order shall be included in the rate or fees set forth in herein. No federal, state or local taxes on the Services performed hereunder shall be included in any invoice rendered unless specifically itemized. If Rheem furnishes ASP an exemption certificate, or any similar proof of exemption with respect to any federal, state or local tax included in any such invoice, such invoice shall be adjusted to eliminate such tax.

(b) A reduction of Territory at the request of either Party may result in a reduction of the rates, at the discretion of Rheem.

(c) Any claims submitted by ASP more than sixty (60) days after performance of the Services may not be paid by Rheem. No Rheem, Ruud, or Richmond changeouts are permitted without prior authorization. When responding to a customer who has been issued a voucher by Rheem, the ASP will receive only the contracted rate, regardless of the authorized total of the voucher. Travel pay may not be requested. In cases where travel pay is deemed necessary by Rheem, it will be included in the dispatch. Rheem shall not be liable in any way for the payment of ASP's charges to the owner or for any services rendered by ASP outside of the Rheem dispatch.

(d) ASP must log into iWarranty to complete and submit claims. Instructions are in the ASP Welcome Email. For help, email contractors@rheem.com or call 877-882-0682, Option 3. Claims must include: Product Model and Serial Number, Owner's Name and Address, Service Date, Reason for Service, Work Performed, and Defective Parts Replaced. Rheem may request more information before payment. Rheem will pay ASP if satisfactory evidence of services within the warranty period is provided.

4. TERM AND TERMINATION.

(a) Term. The Term shall continue from the effective date until terminated hereunder.

(b) Mutual. Either party may terminate this Agreement without cause and at any time upon providing written notice to the other party. Such termination will be effective on the date stated in the notice and Rheem's only liability to ASP thereafter shall be to pay for any Services ordered and properly performed before the termination date. ASP waives all termination claims not specifically reserved in this Agreement.

(c) Effect of Termination. Upon termination, Rheem may choose to purchase any or all of ASP's inventory of parts within 90 days or another period determined by Rheem. The purchase price will be the lesser of Rheem's original invoice price or the current net factory price, minus a handling/restocking charge (up to 25%) and any amounts previously paid or allowed to ASP. ASP must provide an itemized list of parts within fifteen (15) days of notice. If Rheem decides to purchase, ASP must ship the parts to Rheem's designated location (INCOTERMS 2020). The sale is complete only after Rheem's inspection and approval.

(d) Survival. Expiration or termination of this Agreement for any reason will not affect any liabilities or obligations of either party that have accrued at the date of expiration or termination or which by their nature survive expiration or termination, including without limitation, relating to liability, its limitations, warranties, indemnities, ownership and confidentiality.

5. NOTICES. Any notice required or permitted to be given by this Agreement must be in writing and must be: (i) personally delivered (effective on day personally delivered); (ii) sent by registered or certified mail, return receipt requested (effective on the 5th day following the date it is mailed); or (iii) sent by any

nationally recognized overnight delivery service (effective on the 2nd day following the date it is mailed). All notices shall be sent to the parties at the addresses in the preamble to this Agreement (or such other designee/address a party may change by giving such notice to the other party):

6. COMPLIANCE AND CHOICE OF LAW. ASP represents and warrants that it will comply with all laws and regulations applicable to ASP's activities and the transactions contemplated under this Agreement. The validity, performance and all matters relating to the interpretation and effect of this Agreement and all further documents executed pursuant to it shall be construed and interpreted in accordance with the laws of the State of Delaware, United States, excluding its rules on the conflict of laws. ASP shall comply with Rheem's Supplier Code of Conduct, which can be viewed at <http://www.rheem.com/about/legal>, in providing Services under this Agreement. Any violation of the Supplier Code of Conduct may cause Rheem to cease doing business with ASP.

7. ENTIRE AGREEMENT. This Agreement, the Exhibits, General Terms, and such documents expressly incorporated by reference, are intended as a complete, exclusive and final expression of the parties' agreement with respect to such terms as are included herein. There are no representations, understandings or agreements, written or oral, which are not included herein.

EXHIBIT A GENERAL TERMS AND CONDITIONS

1. General. These General Terms and Conditions shall apply to any and all agreements whereby Rheem contracts with a ASP for the provision of services as an independent contractor. All capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. Relationship of the Parties; Subcontractors. ASP is an independent contractor of Rheem, and nothing contained herein is intended to create any other relationship between the parties. ASP is not entitled to receive from Rheem any insurance coverage, pension, profit sharing, paid vacation, sick leave, disability or other benefits. ASP shall not assume, create or incur any liabilities or obligations on behalf of or in the name of Rheem, or to bind Rheem in any manner whatsoever.

3. Warranties; Acceptance.

(a) Warranties. ASP represents, warrants, and covenants, for itself, its employees, subcontractors and agents that: (a) it is not contractually prohibited from engaging in the Services, and that it is not a party to any agreement or under any obligation which conflicts with the terms of this Agreement or which prohibits ASP from carrying out its responsibilities under this Agreement; (b) it is fully able to furnish the Services as contemplated by this Agreement, including holding all necessary licenses and permits required by applicable governmental authorities (and all such licenses and permits are in full force and effect); (c) none of the Services, including Deliverables, to be furnished or created hereunder will infringe upon any intellectual property rights of any third party or misappropriate a third party's trade secrets; (d) the Services, and ASP's performance hereunder, will comply with all applicable laws; (e) the Services will be performed consistent with generally prevailing professional and industry standards; (f) the Services will meet the service level agreements, if any, as agreed by parties; (g) ASP will devote sufficient resources to ensure that the Services are performed in a timely and reliable manner; and (h) to the extent applicable, ASP has secured and paid for all rights, permissions, licenses, consents and approvals necessary to carry out the Services

(b) Acceptance. If Rheem determines that any Service does not conform to the Agreement, or specifications or other requirements applicable to the Service, or any performance criteria published by ASP (collectively, "Specifications"), Rheem may reject such Service by written notice to ASP. ASP will, at its expense, re-perform the applicable Services and repair any applicable work product within a reasonable time period after its receipt of such notice, such period of time not to exceed five (5) days, subject to Rheem's right to reject the corrected Services in accordance with this Section. If Rheem accepts a Service, Rheem will attempt to notify ASP in writing ("Acceptance" or "Accepted"); however, Rheem's Acceptance of any non-conforming Service shall not constitute a waiver of its right to reject future Services. ASP shall be responsible for the delivery (including cost) of all physical or tangible work product (as applicable) and shall maintain insurance against loss in transit to the designated destination, including all expenses relating thereto.

4. Insurance. ASP agrees to have and maintain at the ASP's own expense the following insurance coverage for claims which may arise from the activities and/or services of ASP in connection with this Agreement:

(i) commercial general liability with coverage at least as broad as Insurance Service Office (ISO) form CG 00 01 on an "occurrence" basis, including products-completed operations, property damage, bodily injury, personal and advertising injury, and liability assumed under an insured contract with limits of at least \$1,000,000 per occurrence;

(ii) automobile liability covering any auto, or if the ASP does not have any autos, hired and non-owned autos, with a combined single limit of at least \$1,000,000 per accident;

(iii) workers' compensation with statutory limits and employer's liability insurance with a limits of at least \$500,000 per accident, bodily injury or disease;

(iv) professional liability (errors and omissions) coverage for the services performed in connection with this Agreement (if professional services are provided) with limit of at least \$1,000,000 per occurrence or claim, \$1,000,000 aggregate; and

(v) crime or fidelity bond (covering employee theft and dishonesty) with a limit of at least \$500,000.

ASP shall maintain the required insurance coverage for at least the duration of this Agreement. If insurance is only available on a claims-made basis then it must be carried for at least three (3) years following termination or expiration of this Agreement. Insurance shall be issued by a reputable and financially responsible insurance company with an A.M. Best Rating of no less than A-VII, unless otherwise acceptable to Rheem. The insurance limits and coverage required herein may be reached by a single policy of insurance or a combination of standalone, primary, umbrella and/or excess liability policies so long as in combination the limits and coverage equal or exceed those required. If ASP maintains higher insurance limits than the minimums set out in this Agreement, Rheem requires coverage for the full insurance limits maintained. With the exception of ASP's workers' compensation, professional liability and crime coverage, ASP agrees to include the Rheem Indemnitees as additional insured to the extent of ASP's negligence and any indemnification obligations herein. Such insurance will include any necessary endorsements so that coverage is primary and so that the insurer will not seek any contribution from any insurance or self-insurance maintained by Rheem where Rheem is an additional insured. To the fullest extent permitted by law and to the extent any losses are covered by ASP's workers' compensation insurance policy, ASP waives any right of recovery against Rheem. ASP agrees to obtain any endorsement that might be necessary to permit and recognize such waiver of subrogation. Within ten (10) days following the execution of this Agreement, upon written request, and with each insurance policy renewal ASP will deliver to Company certificates of insurance and any amendatory endorsements necessary to evidence compliance with these insurance requirements. ASP will provide Rheem with prior written notice of any termination or reduction in the amount or scope of coverage, unless ASP will otherwise meet the insurance requirements and remain in compliance. These insurance requirements are subject to amendment or waiver only if so approved in writing by Rheem. Acceptance of a Certificate of Insurance by Rheem does not constitute an amendment or waiver of any insurance requirement. To the extent ASP is permitted to use any subcontractors in connection with this Agreement, ASP shall require those subcontractors to maintain insurance meeting these same requirements and provide evidence to Rheem.

5. Indemnity; Limitation of Liability.

(a) Indemnity. ASP shall indemnify, defend, and hold harmless Rheem and its employees, officers, directors, agents, distributors, dealers, customers, end-users, successors and assigns (the "Rheem Indemnitees") from and against any and all Claims and the Litigation Costs arising from said Claims suffered by or brought against any Rheem Indemnitee to the extent based on (i) a claim that any Service performed by ASP under this Agreement, as well as any system, device or process related to the performance thereof, constitutes an infringement or misappropriation of any patent, copyright, trademark, trade secret or other intellectual property right of any third party, (ii) for actual or alleged personal injuries, deaths or property damage of any sort, kind or description as a result of any Services including but not limited to the Products liability or damages resulting from the Services; (iii) the negligence of ASP; (iv) any breach of any express warranty in this Agreement; (v) any breach of any applicable law or regulation, or a failure to maintain applicable license(s) in Territory; or (v) any breach of this Agreement by ASP. For purposes of this Section, the term "Claim" shall mean any and all claims, suits, and proceedings and the term "Litigation Costs" shall mean any and all damages, costs, and expenses, including without limitation attorneys', experts', consultants', and court reporters' fees, awards, settlements and judgments.

(b) LIMITATION ON LIABILITY. THE PARTIES AGREE THAT RHEEM'S LIABILITY TO ASP SHALL BE LIMITED TO PAYMENT OF THE COMPENSATION PROVIDED IN THE AGREEMENT. IN NO EVENT SHALL RHEEM BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES IN ANY WAY RELATING TO THIS AGREEMENT. ASP EXPRESSLY AGREES THAT NO DIRECTOR, OFFICER, EMPLOYEE OR AGENT OF RHEEM SHALL INCUR ANY FINANCIAL RESPONSIBILITY OR LIABILITY IN CONNECTION WITH THIS AGREEMENT. THE LIMITATION ON LIABILITY SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THE AGREEMENT.

6. Privacy and Security.

(a) Personal Data. "**Personal Data**" shall mean any information which: (i) can be used to identify, relates to, describes, is capable of being associated with or could reasonably be linked to, directly or indirectly, a particular individual or household; or (ii) is subject to the Privacy Laws.

(b) Compliance. ASP hereby warrants that ASP shall comply with all applicable federal, state, provincial and local laws, rules, and regulations, as the same may be amended or supplemented from time to time, pertaining in any way to the privacy, confidentiality, security, management, disclosure, reporting, and any other obligations related to the possession or use of Personal Data, including without limitation, the Controlling the Assault of Non-Solicited Pornography and Marketing Act ("**CAN-SPAM**"); consumer privacy laws (such as AB375, Title 1.81.5, The California Consumer Privacy Act of 2018 ("**CCPA**") and The California Privacy Rights Act of 2020 ("**CPRA**"); security breach notification laws (such as Cal. Civ. Code §§ 1798.29, 1798.82 - 1798.84); laws imposing minimum security requirements (such as 201 Mass. Code Reg. 17.00); laws requiring the secure disposal of records containing certain Personal Data (such as N.Y. Gen. Bus. Law § 399-H); and Canada's Personal Data Protection and Electronic Documents Act, S.C. 2000, c.5, or, as applicable, Alberta's Personal Information Protection Act, S.A. 2003, c. P-6.5, British Columbia's Personal Information Protection Act, S.B.C. 2003, c. 63 and Quebec's Act respecting the protection of personal information in the private sector, CQLR, c. P-39.1; (collectively "**Privacy Laws**"); as applicable, the Rheem's Privacy Notice, located at www.Rheem.com/privacy, as Rheem may update from time to time (the "**Rheem's Privacy Notice**").

7. Information Security Program.

(a) ASP shall not at any time during the term of the Agreement or thereafter use or disclose Personal Data for any purpose other than solely as necessary for the performance of its obligations under this Agreement and shall destroy all Personal Data following use as permitted under this Agreement and certify that destruction to Rheem upon request. ASP is prohibited from selling Personal Data and retaining, using or disclosing Personal Data outside of the direct business relationship as contemplated by the Agreement. ASP certifies that it understands these restrictions and will comply with said restrictions.

(b) ASP hereby warrants, represents and covenants that, as of the Effective Date and at all times during the term of the Agreement, it has and will maintain a comprehensive information security program, including appropriate policies, procedures, and risk assessments that are reviewed at least annually, and that complies with applicable Privacy Laws. At a minimum, ASP's information security program shall include appropriate administrative, technical, physical, organizational and operational safeguards and other security measures ("**Safeguards**") in connection with the safeguarding of Personal Data contained in both paper and electronic records designed to protect against any actual or suspected unauthorized processing, loss, use, disclosure, alteration, destruction or other compromise or acquisition of or access to any Personal Data or actual or suspected intrusion by an unauthorized third party into ASP's computers, networks, servers or IT resources (an "**Information Security Incident**").

(c) To the extent ASP receives Personal Data from Rheem (including, for purposes of this Agreement, Personal Data it receives from Rheem employees), ASP covenants and agrees that it will not retain, use or disclose the Personal Data for any purpose except performing the services specified in the Agreement or as permitted by applicable Privacy Laws, including retaining, using or disclosing the Personal Data for a commercial purpose other than providing the services specified in the Agreement. ASP shall not combine any Personal Data provided by Rheem with Personal Data it receives from or on behalf of

another person or entity or that it collects from its own interaction with an individual. ASP will take reasonable and appropriate steps to ensure the proper use of such information (including deleting or ceasing all processing of the information). ASP also warrants that it will not sell or share the Personal Data nor retain, use or disclose the Personal Data outside of the direct business relationship between ASP and Rheem. ASP shall provide written notice to Rheem if it determines it cannot meet its obligations under CCPA, CPRA, or other applicable Privacy Law. If ASP cannot meet these requirements and obligations, ASP grants Rheem the right, upon notice, to take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Data. This also certifies that ASP understands the restrictions and will comply with the above requirements.

(c) PROCESSING PERSONAL DATA. Taking into account the nature of the processing of Personal Data, ASP will promptly assist Rheem by taking appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of Rheem's obligations to respond to such verifiable Rheem requests by individuals for exercising their rights under the CCPA and/or CPRA or other applicable Privacy Laws (such as rights to access their Personal Data) and will provide a copy of such information in a portable and "readily usable" format. ASP shall also notify their own service providers or contractors to take certain appropriate actions, insofar as this is possible, for the fulfillment of Rheem's obligations. In addition, if requested by Rheem, ASP will facilitate the fulfillment of deletion requests of a consumer's Personal Data in ASP's records under CCPA, CPRA or other applicable Privacy Laws.

(d) ASP shall immediately notify Rheem when it becomes aware of an Information Security Incident. Such notice shall summarize in reasonable detail the effect on Rheem, if known, of the Information Security Incident and the corrective action taken or to be taken by ASP. ASP shall promptly take all necessary and advisable corrective actions and shall cooperate fully with Rheem in all reasonable and lawful efforts to prevent, mitigate or rectify such Information Security Incident. The content of any filings, communications, notices, press releases or reports related to any Information Security Incident must be approved by Rheem in writing prior to any publication or communication thereof. Without limiting ASP's indemnification obligations under the Agreement, ASP shall be responsible for all costs associated with provision of any notice required in connection with any Information Security Incident, and any related remediation and investigation thereof.

(e) PERSONAL DATA ACCESS RESTRICTIONS. ASP shall cause all personnel or third parties, acting at ASP's direction, to comply with all Privacy Laws, abide by ASP's obligations herein, and to be bound in writing by privacy, confidentiality and other obligations sufficient to protect and maintain the integrity of the Personal Data in accordance with the terms and conditions of this Agreement. ASP shall ensure that all personnel who are authorized to access Personal Data have a business need to know and may only use the Personal Data for permissible purposes pursuant to the performance of its obligations under this Agreement. Except as specifically contemplated in provision of the ASP's services, ASP agrees that it will not, and will not allow any ASP personnel or other third party acting at its direction to, transfer or use Personal Data (or access Personal Data from) outside of the United States and/or Canada without the prior express written consent of Rheem. To the extent the services involve remote access to a Rheem IT resource or system, the parties shall agree upon an encryption mechanism for use in exchanging any Personal Data and any other information in accordance with this Agreement. ASP shall use the approved encryption mechanism for all such communications. In addition, ASP shall take all reasonable precautions to prevent transmission of a computer virus, malware, or other malicious code to a Rheem IT resource or system or any Rheem or employee where the services contemplate access by such parties to a ASP IT resource or system. Prior to transmission of information to Rheem, ASP will use anti-virus software to check for and eradicate viruses. Furthermore, ASP shall prohibit ASP personnel from using their personal IT assets or resources to gain access to any Rheem IT resource or system. To the extent any services performed by ASP personnel are performed using ASP-owned and controlled IT assets and resources, such assets and resources shall comply with this Agreement. ASP will notify Rheem immediately if a virus, malware, or other malicious code is detected in a file sent to or received from Rheem.

8. Confidentiality.

(a) "Confidential Information" means any proprietary, non-public information of a disclosing party that (i) is disclosed to the receiving party by the disclosing party or its affiliate or (ii) to which the receiving party gains access through its activities in the disclosing party's facilities, networks, or systems. Whenever possible, all Confidential Information shall be marked by the disclosing party as "Confidential" or with a similarly conspicuous label that informs the receiving party of the confidential nature of the information. Confidential Information disclosed orally shall be confirmed as such in writing to the recipient within 20 days after its disclosure. The parties agree that all non-public financial, business (including price, strategy, plans, etc.) and technical (e.g., specifications, drawings, etc.) information exchanged hereunder shall be deemed and treated as Confidential Information of the disclosing party, regardless of whether confirmed or not in writing.

(b) The receiving party must (i) keep the information confidential, (ii) disclose it only to employees or advisors with confidentiality obligations who need to know it, (iii) use it only to fulfill obligations under the Agreement, and (iv) protect it with at least reasonable care. The receiving party must inform anyone it discloses the information to about its confidentiality and is responsible for any breaches. In case of a breach, the receiving party must help regain possession and prevent further unauthorized use. Confidentiality obligations do not apply to information that (i) becomes public without breach, (ii) was already known non-confidentially, (iii) is received from a third party without breach, or (iv) is independently developed without reference to the confidential information.

(c) If the receiving party or any of its respective affiliates, employees or advisors is requested or required by law to disclose any Confidential Information, the receiving party agrees to provide the disclosing party with prompt notice of each such request so that the disclosing party may seek an appropriate protective order or waive compliance by the recipient with the provisions of this Agreement, or both. If, absent the entry of a protective order or receipt of a waiver, the receiving party is, in the opinion of its counsel, legally compelled to disclose such Confidential Information, the receiving party may disclose such Confidential Information to the persons and to the extent required without liability under this Agreement and will use its best efforts to obtain confidential treatment for any Confidential Information so disclosed.

(d) The receiving party hereby recognizes that the Confidential Information disclosed to it by the disclosing party is the exclusive property of the disclosing party. No right or license whatsoever, whether expressed or implied, is granted by the disclosing party to the receiving party pursuant to this Agreement under any patent, patent application, copyright, trademark or other proprietary right, now or hereafter owned or controlled by either party.

9. Miscellaneous.

(a) Modifications. No agreement that changes, amends or modifies the terms of this Agreement shall be valid unless such agreement shall be in writing and signed by a duly authorized representative of each party. Any terms and conditions of ASP's order acknowledgement, invoice or similar document are specifically disclaimed and the parties agree that only the terms and conditions of this Agreement, including all attachments referenced herein, shall govern the sale and provision by ASP and the purchase by Rheem of the Services.

(b) No Assignment or Subcontracting. ASP shall not assign or transfer this Agreement, or any interest, right or obligation hereunder, without the prior written consent of Rheem. ASP shall not appoint any subcontractors or sub-manufacturers without Rheem's prior written agreement. ASP retains primary liability to Rheem for its obligations under this Agreement

(c) Successors/Assignees. All of the terms of this Agreement will be binding upon, inure to the benefit of and be enforceable by and against the successors and authorized assigns of the parties.

(d) Force Majeure. If ASP is delayed for any reason in the performance of its obligations hereunder, including due to acts of God, acts or demand of governmental agencies, war, boycotts and labor disputes, strikes, fires, explosions, flood, accidents, sabotage or other unforeseen causes beyond its control and not due to its fault or negligence (a "Force Majeure Event"), then ASP shall immediately notify Rheem, which notice describes the event and explain the effect that the Force

Majeure Event may have on the fulfillment of the Services and Deliverables.

(e) Waiver of Trial by Jury. Each party expressly waives any right to a trial by a jury in any proceeding arising directly or indirectly out of this Agreement.

(f) Dispute Resolution. All Disputes, claims or controversies arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof ("Dispute" or "Disputes"), shall be resolved in accordance with this Section and Section 15(e), which shall be the sole and exclusive procedure for the resolution of all Disputes. The parties shall attempt in good faith to resolve any Dispute promptly by negotiation. If the Dispute has not been resolved within 60 days of a party's request for negotiation, then the parties agree that any civil action to resolve said Dispute shall be litigated in the United States District Court for the Northern District of Georgia, Atlanta Division (the "Federal Court") or, if there is no jurisdictional basis for the Dispute to be litigated in the Federal Court, the Superior Court of Cobb County, Georgia. The parties expressly consent to the jurisdiction and venue of said courts and acknowledge that they may be waiving rights they might otherwise have to bring suit in any other venue.

(g) Equitable Relief; Cumulative Remedies. Rheem may enforce any provision of this Agreement by obtaining equitable relief in addition to all other remedies at law or under this Agreement. Rheem's remedies at law for a breach of any provision of this Agreement are inadequate and Rheem shall suffer irreparable harm from any such breach. Rheem's rights and remedies are cumulative and Rheem shall be entitled to pursue any and all remedies available at law or equity.

(h) Review of Counsel. The parties agree that (i) each party and their counsel have reviewed and negotiated this Agreement, (ii) ambiguities will not be interpreted against the drafting party, and (iii) the Agreement will be construed fairly for all parties, regardless of who prepared it.

(i) Waiver. No failure or delay by either party in the exercise of any right under this Agreement shall operate as a waiver thereof. To be effective, any waiver of any right under this Agreement must be in writing and signed by the parties, and such waiver may be made subject to any conditions specified therein.

(j) Setoff. Notwithstanding any other provision in this Agreement, Rheem has the right to set off any amounts it owes ASP against any amounts ASP owes to Rheem.

(k) Relationship. The relationship established between the parties by this Agreement is solely that of vendor and vendee. Under no circumstances shall the contractual relationship between the parties be deemed or construed as one of agency, joint venture, employment or otherwise. This Agreement does not give either party any right to act as a representative or agent of the other or any authority to incur or create any obligation in the name of or on behalf of the other.

(l) Financial Condition. At all times during the Term, ASP must satisfy the reasonable financial requirements established or modified by Rheem. Upon request made by Rheem at any time during the Term, ASP shall submit to Rheem within 30 days from the date of request, sufficient financial information to demonstrate ASP's compliance with such financial requirements.

(m) Publicity. ASP shall make no public announcements or communicate with any news media regarding this Agreement or the transactions contemplated hereby without the prior written consent of Rheem.

(n) No Third-Party Beneficiaries. Except as expressly stated herein, each party intends that this Agreement will not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the parties hereto, Rheem's Affiliates, and their successors and permitted assigns.

(o) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by

electronic means by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by electronic means as if the original had been received.

**EXHIBIT B
AGREEMENT**

Claims from the ASP will not exceed the rate shown and agreed upon below unless authorized by Rheem prior to work being performed. All service work, which ASP performs on the Products on which Rheem's Limited Warranty has not expired (i.e., that is within the applicable warranty period) must comply with Rheem's warranty provisions as outlined in the Product warranty and/or additionally explained in warranty bulletins. For this work, subject to the conditions set forth in the Agreement including its Exhibits, Rheem shall pay to ASP the following fixed amounts for the Services:

- a. \$ _____ Flat Rate for each completed service call for **repair** of *conventional residential tank* products.
- b. \$ _____ Flat Rate for each completed service call for **repair** of *hybrid tank, conventional tankless, or pre-approved commercial* products.
- c. \$ _____ Flat Rate for each completed full unit **replacement** for *conventional residential tank and tankless* products.
- d. \$ _____ Flat Rate for each completed full unit **replacement** for *residential hybrid tank* products.
- e. Each completed full unit replacement for commercial products requires a quote with prior approval from Rheem, and must have a WCN.

General Liability Insurance Amount \$ _____ **(Minimum \$1,000,000)**

Territory: List Service Area Below – please provide zip codes If you service an entire state or county, you may list that way. _____

Company Details

Company size – number of field technicians

Fill in

Type of shop – union or non union

Fill in

Specialty work – do you work on:

HVAC

Fill in

Boilers – DHW

Fill in

Boilers – hydronic systems

Fill in

Drains

Fill in

Other

Fill in



Rheem Sales Company, Inc.

Authorized Service Provider Guidelines

August 2023

THIS DOCUMENT CONTAINS RHEEM CONFIDENTIAL INFORMATION

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Before inspecting, diagnosing, repairing, or operating any water heater, be sure to examine all of the safety and warning labels on the tank. Follow the instruction on these warning labels. Read and understand the Use and Care Manual that was shipped with the water heater. Failure to do so can result in unsafe operation of the water heater resulting in property damage, bodily injury, or death. Should you have any problems reading or following the instructions in the Use and Care Manual, please call our Technical Support Line.

Contacts

ASP Contractor Business Analyst (Territory Service Rep): ie. recruiting, contracts, rates, geographic coverage, updates to contractor profile.

asp@rheem.com

ASP Warranty / Payments – For general purpose service contractor questions on billing, access to iWarranty, ACH implementation.

contractors@rheem.com fax 334-260-1332 Phone 877-882-0682

Technical Support – For specific technical, installation, or specification questions

techanalyst@rheem.com fax 334-260-1341 Phone 800-432-8373

Order Center – For general purpose parts questions, parts pricing, or checking on a parts order

customerservice@rheem.com Phone 800-621-5622

Introduction to Rheem

Being an Authorized Service Provider is not just a matter of signing a contract. When your company becomes an Authorized Service Provider, Rheem expects you to conduct your operations with the highest level of professionalism, providing a well-trained work force and prompt, courteous, professional service. Our customers will expect the same.

This document forms a part of the Authorized Service Provider agreement (the “Agreement”) between your company and Rheem. Please read this document carefully and be familiar with its terms.

Quality

Rheem grades each ASPs based on the overall Quality of Service. This is based on First time resolution rate, Cycle Time, Customer Survey Responses, and Ratio of claims accepted. The higher your grade, the more dispatches you will get if you are in an area with other ASPs. Your service grade is also a consideration when asking for a rate increase.

Service Work

Authorization for all dispatch and service work comes from the Rheem Technical Support Line. **All Dispatches are paid at contract rate unless authorized by Rheem Technical Support or Contract Services prior to service.** Submit only invoices for verified defective product repairs. All other invoices will be rejected, except where Rheem technical support has given prior authorization. Invoices for out-of-warranty services should be sent for payment to the *authorizing agency* (consumer or dispatching agency). Only manufacturing defects are covered by warranty, if you arrive on a jobsite and determine that the issue is not water heater related or not manufacturing defect, the customer is responsible for all charges (i.e., adjusting a thermostat, relighting a pilot, installation issues, gas pressure, power, slab leak, or something other than the water heater leaking. ***(**ALL customers are advised of this prior to Rheem dispatching for service.)***

It is extremely important that you clearly explain to the water heater owner (referred to in this document as the “Customer”) that if the complaint does not come within the Rheem warranty, the Customer will be responsible for the service charge at the time the service is rendered.

When you arrive at the job site, take a moment to note if the installation is up to code. If you suspect the unit is not up to code, please call the Rheem Technical Support Line and advise us before any work is done. Be specific in your opinion of the code violations. **You are not obligated to perform any service work on water heaters that have not been installed to local code.** Your contract with Rheem does not cover bringing a water heater installation into code; that is the owner’s responsibility. You will be paid for the trip if dispatched by Rheem Technical Support even though no work is performed due to code violations.

If at any time you encounter a dangerous situation, shut off the water heater and notify the Customer; then immediately call Rheem at 877-882-0682.

Prior to making a service call, the service contractor should establish contact with the Customer and should know before making the call the following data: date of installation, Customer name, address, phone number, serial number, and model number, service to be performed. An ASP is expected to make a service call within 24 hours of acceptance of the dispatch.

All information should be documented in detail on the Dispatch Request form.

Out of Territory Dispatch

Service Contractors have clearly defined geographical areas (zip codes) in their contract. No travel will be authorized for service within these zip codes.

Parts

You must use Rheem Original Equipment Manufacturer (OEM) parts on Rheem, Ruud, Richmond, Paloma, Encore, Hotpoint, or Vanguard water heaters when you perform warranty service work under the ASP agreement. When you become an ASP, a parts account is set up for you, you may purchase and stock parts directly from Rheem at the wholesale distributor price, allowing you avoid the distributor markup.

All ASPs are expected to stock basic parts. The amount and type of parts you stock will depend on the mix of water heaters on which you work. At a minimum, Rheem suggests you keep the following parts for immediate use: gas valve, thermocouple kits, heating elements (4500 watt/240 volt) upper and lower thermostats for residential electric, T&P valves, and drain valves.

Parts may be ordered individually or in bulk. Parts must be ordered on the ASP Parts Order form. Unused part returns are subject to a 20% restocking fee for invoices no more than 90 days

Our invoices are dated the day of shipment and our present terms for ASPs are net 30 days. Any overdue balance may be subject to a service charge at the rate of one- and one-half percent (1 ½ %) per month. If payment is not made, deductions will be made from the labor claim.

Please note that the Dispatch Form asks you to choose whether you want Rheem to credit your account or to send you a replacement part for the part you use during the repair. If you do not mark either option, Rheem will credit your account.

Troubleshooting Support

Technical Support

For technical information and assistance regarding a water heater problem, please call Technical Support at 800-432-8373. Our technical support analysts will help you walk through troubleshooting on commercial or residential products. They can also authorize additional time and order warranty repair parts if needed.

For information unique to your ASP Contract with Rheem, you may email asp@rheem.com.

The Warranty Claims & Payments Team can discuss anything pertaining to payments – contractors@rheem.com or call 877-882-0682.

Website

The Rheem website contains a technical support library. You can find technical support bulletins, use and care manuals, training manuals, parts diagrams and parts documents. Visit the website at www.MyRheem.com. The same login is used for <http://www.RheemParts.com> which enables you to look up parts based on serial number.

Dispatch Request

Once a contractor accepts a Dispatch, the contractor must contact the customer within one (1) business day. If diagnostic assistance is needed, please contact technical support for priority on-site assistance at **877-882-0682, option 1**. This will ensure you get priority call handling when on site.

If for any reason you are unable to accept a dispatch, you must notify Technical Services immediately and give the reason why.

Claim Submission

All Claims are to be processed through iWarranty.

Self-Dispatches: The completed Dispatch Request must include the following: Start date and time; end date and time; Customer's signature to verify status (awaiting part or heater is working properly); service time; and travel time, if applicable. You may only bill using Rheem's current Dispatch Request form. Payments will be delayed if not submitted on a properly completed dispatch form. Please keep a copy of the Dispatch Request for your record.

Unpaid Dispatch Request

If at any time you find a Rheem Dispatch Request that you have sent and has not been paid, please first check the Claims Summary Folder within the iWarranty Portal. If assistance is still needed, call the office of the Warranty / Payments at 877-882-0682 or email a request to Contractors@Rheem.com.

The request for unpaid Rheem Dispatch Requests must be done within the 60-day period of the date on the Dispatch Request. We must have a copy of the Rheem Dispatch Request and not a copy of your invoice so we can pay you for the service performed.