

## EXHIBIT C – WARRANTY AND SERVICE REQUIREMENTS

### GENERAL

1. **INCLUSION** - This Exhibit specifies general administrative and procedural requirements for maintenance and service level requirements, warranties and bonds required by the Agreement, including manufacturer's standard warranties on products and any special warranties.

### 2. NEW EQUIPMENT TRAINING

- a. Vendor will assist Giant Eagle in the development of internal training of equipment (including operation, safety, and cleaning), and Vendor will use the developed Giant Eagle training to complete onsite training of Giant Eagle team members (“**Team Members**”).
- b. Vendor shall provide a minimum of two (2) trainings, as requested by Giant Eagle, at no cost to Giant Eagle.
- c. Upon request, the equipment representative is responsible for providing training on new equipment and retraining on existing equipment.
- d. Vendor shall train Giant Eagle’s maintenance providers to allow Giant Eagle maintenance provider to provide warranty and post-warranty service.

### 3. WARRANTY

- a. Warranty repairs and replacements include, but are not limited to, all labor, materials, refrigerants, tools, rigging, travel and any other associated cost related to the warranty work.
- b. Giant Eagle Furnished Equipment Manufactures Warranty Requirements – Equipment manufacturers (each, an “**Equipment Manufacturer**”) shall provide the following “minimum” warranties and support for Giant Eagle furnished equipment:
  - (1) **Minimum Warranty Period:** Warranty shall be in force for a period of 1 year (365 days) from the date of store installation or sixteen (16) months from delivery of equipment, whichever occurs first.
  - (2) **Labor:** Equipment Manufacturer shall be responsible for all labor reimbursement for any repair or component replacement covered during the first ninety (90) days of warranty. Labor reimbursement may be evaluated on an individual basis thereafter.
  - (3) **Parts:** Costs for any and all parts/component, inclusive of supply and return freight, are included during the warranty period.
  - (4) **Refrigerant:** Equipment Manufacturer shall be responsible for all refrigerant reimbursement for any repair or component replacement covered during the first ninety (90) days of warranty. Refrigerant reimbursement may be evaluated on an individual basis thereafter.
  - (5) Equipment Manufacturer shall have the option to either meet the Maintenance Service Level Requirements below using Equipment Manufacturer’s employees or contractors or Equipment Manufacturer may engage a vendor service provider

(a “**Vendor Service Provider**”) at Equipment Manufacturer’s cost to meet the Maintenance Service Level Requirements at Giant Eagle’s discretion.

## PRODUCTS

### 1. PARTS

- a. Parts Inventory: The Vendor/Vendor Service Provider is expected to maintain a reasonable part inventory level, at its sole cost and expense, on all service vehicles to provide single call service of common maintenance and equipment failures in support of their “Response and Restore” criteria.
- b. Non-Warranty Parts: Giant Eagle reserves the right to require the Vendor to purchase replacement parts for items not under warranty through a supplier designated by Giant Eagle upon written notice to Vendor.

## EXECUTION

### 1. MAINTENANCE SERVICE LEVEL REQUIREMENTS

- a. **VENDOR AND EQUIPMENT MANUFACTURER SHALL PROVIDE THE FOLLOWING SERVICES:**
  - (1) Service Support Times: Vendor shall be available to provide Services twenty-four (24) hours per day, seven (7) days per week, and 365 days per year.
  - (2) Business Hours / Service Rate:
    - (a) Standard Service Rates: Monday through Friday, 7AM – 5PM
    - (b) Overtime (1.5 x rate) Service Rates: All times outside Standard Service Rates, including Saturday & Sunday and all Federal holidays
  - (3) Vendor Call Center: Vendor shall provide Giant Eagle maintenance call center (the “**Call Center**”) with a phone number that is accessible by Giant Eagle and its designated Call Center and that will be “manned” twenty-four (24) hours per day to ensure that the Call Center can contact Vendor for Services at all times. During “off-hours”, Vendor shall provide direct contact phone number for a service technician (“**Service Technician**”) to allow for facilities managers to communicate directly with a technician.
  - (4) Remote Diagnostics: When available, Vendor shall utilize remote communication systems to assist in diagnostics and preparation for on-site service.
  - (5) Dispatch: Vendor shall receive requests for Services from the Call Center via telephone, email or fax.
  - (6) On-site Check In: Upon arrival at the store, Vendor must check in at the front office and speak to the store manager on duty and log into the CMMS (as applicable) through a mobile device or store assigned computer. This requirement includes return visits by the Vendor to complete open work orders.
  - (7) Authorized Work: Vendor shall then perform only the assigned work authorized within the applicable work order. Any additional work must be pre-approved by Giant Eagle Facilities Management Services. All work not pre-approved by the regional facilities manager shall be deemed “Unauthorized Work”.
  - (8) Unauthorized Work:
    - (a) Unauthorized Work – Any work performed and not preauthorized by Giant Eagle Facilities Management Services will be subject to payment

delay, negotiation, or denial of payment at the discretion of the facilities manager.

- (b) Unauthorized Overtime – Any overtime or double time work performed but not preauthorized by Giant Eagle Facilities Management Services will be subject to payment delay, negotiation, or denial of payment at the discretion of the facilities manager.
- (9) Completion of Work: Upon completion of work for the day, Vendor shall conduct a visual and/or audio inspection of contracted equipment to reduce additional site visits prior to checking out for the day. Vendor will then log into the CMMS (as applicable) and enter a status of complete or reason for incomplete work in the Verisae WO#.
- (10) Plug and Play: Vendor will be responsible for supporting the plug and play equipment program as dictated by Giant Eagle in order to achieve a 48-hour Restore Objective (as defined below).

**b. RESPONSE AND RESTORE OBJECTIVES**

- (1) Response Time: Duration of time from receipt of service call by Vendor's office until the time the Service Technician logs into the CMMS system (as applicable).
- (2) Restore Objective: Duration of time from receipt of a service call by Vendor's office until equipment is restored to operation within the manufacturer's printed recommended minimum criteria for the operation of equipment and/or to Giant Eagle's standard.
- (3) Incomplete Restore Objective - If repair CANNOT be completed within the prescribed Restore Objective due to circumstances beyond the Vendor's control (parts/equipment availability, scheduling conflicts with retail operations, etc.) the Vendor will enter such status in the CMMS (as applicable) and notify the store manager and Giant Eagle Facilities Management Services of the inability to complete the repair and provide an Estimated Time/Date of Completion ("ETC"). If Vendor fails to provide such notification, Giant Eagle is authorized to do the work or to have the work done by an alternate vendor at the original Vendor's expense.
- (4) Alternate Service Provider (warranty or contract maintenance service): If Vendor/Vendor Service Provider fails to provide the required Services for products or services under warranty within the stated Service Level Priority (as defined below), Giant Eagle shall have the right to arrange for such Services to be provided by an alternate provider and, after notice to the Vendor (via telephone call, voicemail, or email), Giant Eagle shall be paid or will be entitled to deduct from future payments owed to Vendor the cost of the expenses paid to the alternative provider.
- (5) Alternate Service Provider (non-warranty service): If Vendor/Vendor Service Provider fails to provide the required Services not covered by warranty within the stated Service Level Priority, Giant Eagle shall have the right to arrange for such Services to be provided by an alternative provider after notice to the Vendor (via telephone call, voicemail, or email). Any and all costs that may have been

incurred by the original Vendor (i.e. service charges, travel time) will not be billable to Giant Eagle

**c. SERVICE LEVEL PRIORITIES**

- (1) Critical – 2hr Response, OT Approved – Two (2) hour Response Time with a Restore Objective of six (6) hours. This level includes:
  - (a) Any condition that would place any customer, employee, or Vendor in jeopardy or an established life, health or safety issue; or
  - (b) Critical Alarms as established by Giant Eagle monitoring procedures, or a refrigeration failure on any Low Temperature or meat case where the product cannot fit into a walk-in cooler/freezer.
- (2) Urgent – 4hr Response, OT Approved – Four (4) hour Response Time with a Restore Objective of eight (8) hours. This level includes:
  - (a) Medium Temperature refrigeration condition where the product cannot fit into a walk-in cooler/freezer; or
  - (b) Any condition where a non-working piece of equipment will impact that day's sales, and where the activity cannot be performed in an alternate manner
- (3) Same Day Service – 6hr Response (No OT Approved) – All calls placed before 9am will have a same day response by 3pm with a Restore Objective of 24 hours. All calls placed after 10am may not be responded to until the next Business Day. This level includes:
  - (a) Any condition where a non-working piece of equipment may impact that day's sales, and where activity will be difficult to perform in an alternate manner.
- (4) Next Business Day - 24hr Response – All calls will have a next day Response Time no later than 2pm with a Restore Objective of 24 hours after response. If a call is dispatched after 4pm, the required response time is by 8am, two (2) Business Days after dispatch. This level includes:
  - (a) Any condition where a non-working piece of equipment will not impact that day's sales, but may impact future sales; such as an upcoming weekend or holiday.
- (5) A Standard Service – 7 Day Response – Standard service calls are non-overtime calls and should be treated as such. All standard calls that deem overtime will need to be approved by Giant Eagle management, and if performed without approval, it will be at the Service Vendors expense. This level includes:
  - (a) Any condition where a piece of equipment is still operational but a certain component of the equipment needs service, and where the failure of the equipment will not impact that days sales but may impact future sales, such as an upcoming weekend or holiday.
- (6) Route Maintenance - Routine Maintenance – Service will be combined with the next visit date. Overtime will not be granted for this type of service call, if OT is performed, it will be at the Service Vendors expense. This level includes:
  - (a) Non critical services; no impact on sales, safety or product loss.

**Giant Eagle Service Event Priority Coding and Escalation Rules**

<i>Work Order Type</i>	<i>Risk</i>	<i>Requested Response Time</i>	<i>Examples</i>	<i>Store Response</i>	<i>Cost Implications</i>
Critical- 2 Hour Response –OT Approved	Major Product Loss, Critical Safety Issue, Structural Damage	2 hours to respond, 6 hours to Restore Equipment	Temp Issue on a Lineup of Cases  Fire, Flood  Power Failure  Active Sewage Backup	First create work order into CMMS ,  then Notify Call Center Immediately.	OT Authorized
Urgent- 4 Hour Response –OT Approved	Minor Product Loss, Sales Impact, or Safety Issue	4 hours to respond, 8 hours to Restore Equipment	Meat wrapper Down Entrance/Exit Door Won't Lock Dept. Power Outage High Temp Dairy Case	First create work order into CMMS ,  then Notify Call Center Immediately.	OT Authorized
Same Day Service – 6 hour response- NO OT	Minor Product Loss, Sales Impact, or Safety Issue	6 hours to respond, 24 hours to Restore Equipment	Compactor Down Bakery Oven Down Meat Slicer Down Coffee Maker Down	Log request into CMMS	Standard Rate
Next Business Day – 24 Hour Response- No OT	Equipment Downtime Potential Safety Issue Critical Steritech Issue	24 Hours to Respond, 48 Hours to Restore Equipment	Store Temp Issue  High Temp Self Contained Case  Deli Slicer/Scale Down Pot Hole in Parking Lot	Log request into CMMS	Standard Rate
A Standard Service – 7 Day Response  10 Day to Restore	Equipment Downtime Potential Safety Issue Critical Steritech Issue	7 Day to Respond  10 Day to Restore	Baler Down  Floor Tile Repair  Case Lighting Out  Oven Timer Failure	Log request into CMMS	Standard Rate
Route Maintenance – Routine Maintenance	Store Appearance Non Critical Steritech Issues	Combine with Next Visit	Ceiling Tile Repair  Single Light Out in Ceiling  Painting  Hanging Picture/Shelf	Log request into CMMS	Standard Rate

**2. EXECUTION OF MAINTENANCE and WARRANTY WORK**

- a. Certifications: Vendor shall ensure that all technicians performing Services shall maintain all proper licenses and certifications required by local, state or federal law and as required by manufacturers. Vendor shall provide copies of licenses for technicians and for any newly hired technician prior to servicing any equipment or systems for Giant Eagle.
- b. Subcontracting: The Vendor shall not subcontract any work without prior approval of

Giant Eagle and/or the Giant Eagle facility management representative, to be granted in Giant Eagle's sole discretion.

- c. Refrigerant: The Vendor shall document all refrigerant use as outlined by Giant Eagle's refrigerant tracking and compliance programs.
- d. Safety: The Vendor shall be familiar with the requirements in Giant Eagle's Safety Policy. A copy of the written safety program is available upon request at <http://www.gianteagle.com/Documents/PDF/MaintenanceRepairServiceLevelRequirements.pdf>. Vendor shall be responsible to provide adequate safety barriers, spill/leak absorption material and/or protective devices as deemed necessary to protect life and property.
- e. Housekeeping: Vendor shall keep the work areas in broom-clean condition and free of foreign materials. Vendor shall notify the Giant Eagle Facilities Management Services of excess equipment or materials being stored in the compressor or electrical rooms. Vendor shall not use these rooms for storage.

### 3. INVOICING

- a. CMMS System: **Vendor shall process all invoice (both warranty and non-warranty work) for payment through the CMMS system (as applicable) within seven (7) days of completing the work.** Warranty and contracted maintenance work shall include detailed labor and part costs and be submitted "Non-Billable Covered by Contract" at \$0 cost. If this requirement CANNOT be met due to circumstances beyond the Vendor's control, then written notice must be given to the Giant Eagle facilities manager within seven (7) days.

All vendors will have 120 days from work order creation to submit an invoice for payment. If Vendor does not submit invoice within 120 days, the applicable work order will automatically be set to "end of life", and the Vendor will have no opportunity to bill for the service.

- b. Invoice Detail:
  - (1) Each invoice shall clearly itemize labor, materials, travel and associated detailed fees related to the work performed.
  - (2) All invoices involving equipment MUST list the asset tag # that it will be charged against.
  - (3) Any invoice that is submitted that does not comply with the procedures herein may be rejected for payment.
- c. General Billing/Payment Procedures for Services: Fees will be paid on the following basis.
  - (1) Labor: Labor rates shall be in accordance with Exhibit B – Pricing. Vendor shall provide labor associated with the diagnosis and replacement of any component failure, including that on Giant Eagle furnished equipment.
    - (a) Billable Labor: Charges shall start when Vendor commences work on-site.
    - (b) Labor Increments: Labor shall be charged in 1 minute increments. Work shall include all tools required to complete task, with no additional charge to Giant Eagle.
    - (c) Maximum Standard Labor Reimbursement Allowance: There may be a predefined "Maximum Standard Labor Reimbursement Allowance" for some common part replacements. The parties shall work together in good

faith to identify any Maximum Standard Labor Reimbursement Allowance. Deviations from the agreed upon maximum will require authorization from the Giant Eagle facility management representative.

- (d) Labor Mark-Up: No mark-up shall be permitted on sub-contracted labor used in the execution of service work.
- (2) Trip Charges: There is a one-time charge allowance. This includes Holiday and overtime service calls. The one-time charge allowance shall be as follows:
  - (a) Single charge per Work Order.
  - (b) Single charge for multiple Work Orders executed in a single day.
  - (c) Return trips to complete Work Orders will not be subject to additional trip fees.
- (3) Fuel Surcharge: Vendor may not add any fuel surcharge or other similar fees without Giant Eagle approval.
- (4) Freight: No markup is allowed on freight bills, and no freight will be billed on commonly used parts that are kept in Vendor inventory in order to meet Giant Eagle service level requirements. Freight may be billed at Vendor cost on uncommonly used parts, or overnight delivery, with prior written approval by Giant Eagle.
- d. Audit: When requested, Vendor shall provide to Giant Eagle a copy of invoices reasonably satisfactory to Giant Eagle evidencing all Vendor costs and expenses.
- e. Service Estimates: Unless otherwise specified below, if the estimated cost for any Services rendered is greater than \$500, the following must occur:
  - (1) Vendor shall submit a quote or estimate through the CMMS sae system (as applicable); and
  - (2) Giant Eagle must approve any such quote through Verisae prior to Vendor's performance of any such Services.
- f. Preventative Maintenance ("PM") Compliance:
  - (1) Failure to complete ANY/ALL PMs within their specified time schedule will result in non-compliance provisions being implemented, including the "Incomplete Restore Objective" and "Alternate Service Vendor." This may result in actions, payments, and/or deductions consistent with this Agreement.
  - (2) Items that should be included on a PM work order include:
    - (a) Repair of equal to or less than \$50 per part and up to \$200 per asset; or
    - (b) Any wear and tear parts including blades/stones, filter, bulbs, chamber mounts/whipper chambers (capp machines), baking stones (oven), food probe, belts, fryer baskets and scoops.

#### 4. SCORECARD

A Scorecard made up of KPI's (Key Performance Indicators) may be added to this Agreement, at Giant Eagle's sole discretion, along with corresponding penalties when established thresholds are not met, each as set forth below. Giant Eagle will use a series of standard reports

to measure the performance of the Vendor. These reports will be produced and distributed by Giant Eagle to Vendor on a periodic basis dependent on the report type, and the Vendor shall maintain the facility performances to levels equal to or greater than established metrics within the Scorecard. Performance levels falling below these standards may result in actions outlined below in “Service Level Performance Guarantee and Penalties”.

KPI Scorecard will be calculated by using the below KPIs and target performance thresholds:

1. System Usage – 80%
2. Time to Accept Work Order – 80%
3. Response Time – 75%
4. Restore Time – 75%
5. First Time Fix – 75%

In the event the Services for a Location will not be performed when scheduled, and it is still within metrics requirements, Vendor will use its best efforts to notify the Location in advance and reschedule the performance of the Services for that Location within twenty-four (24) hours.

In addition to Scorecard measurements, Giant Eagle may employ the services of a 3<sup>rd</sup> party to provide physical inspection and evaluation of work performed.

#### **5. SERVICE LEVEL PERFORMANCE GUARANTEE AND PENALTIES:**

Vendor agrees to meet or exceed established monthly Scorecard KPIs as identified herein. Calculation shall be based on the total number of service calls for the duration of one (1) calendar month. A “**Default**” hereunder shall occur in the event that (A) three (3) or more KPIs on a monthly Scorecard do not meet the applicable target performance thresholds; (B) any one (1) KPI on a monthly Scorecard falls ten percent (10%) or more below its score for the prior month, irrespective of whether such KPI is met during such month; or (C) any one (1) KPI on a monthly Scorecard falls twenty-five percent (25%) or more below its target performance threshold. Giant Eagle shall notify Vendor of any and all Defaults. Upon such notification, the following penalties may be assessed, at Giant Eagle’s sole discretion:

- a. If any Default occurs for any one (1) month or more, Vendor must provide written documentation explaining why such Default occurred.
- b. If any Default occurs for two (2) consecutive months or more, Giant Eagle shall require the Vendor to attend a meeting and provide a written business plan of corrective actions to be undertaken.
- c. If any Default occurs for three (3) consecutive months or more, Giant Eagle reserves the right to immediately terminate this Agreement or penalize Vendor in the form of a credit or reduction in future payments in an amount of 25% off all Services for one (1) month.
- d. For the sake of clarity, the remedies described in subsections (a), (b), and (c) above are not exclusive.