



Standing Order

When setting up a standing order for payment of TKTK contract fees please give the following details to you Bank,

Thermo King Ireland,
Bank Details

Bank of Ireland
PO Box 2386
Colvill House
Co Dublin
Ireland

FOR EUR payments:

EUR SWIFT: BOFIE2D 36054036
IBAN No: IE65 BOFI 90 1394 3605 4036



1* Star CENTRALISED ADMINISTRATION AGREEMENT

THIS 1* Star CENTRALISED ADMINISTRATION AGREEMENT is made as of this day theof2007 by and between **Thermo King Total Kare Limited**, a corporation formed in Ireland having its principal place of business at Monivea Road, Mervue, Galway, Ireland (hereinafter referred to as "TKTK"), and (*insert company name*) a company having its principal place of business at (*Customer Company Address here*) (hereinafter referred to as "Customer").

RECITALS

WHEREAS, Customer owns and/or leases, new and existing transport refrigeration units ("Units") sold primarily by Thermo King **Ireland Limited** ("Thermo King"), wishes to participate in TKTK's Centralised Administration Program which is designed to facilitate ease of payment for non-warranty maintenance services provided to transport companies by independent Thermo King dealers.

WHEREAS, TKTK wishes to provide its Centralised Administration Program to Customer.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereby agree as follows:

- Equipment Covered.** TKTK agrees to provide to Customer the Centralised Administration Program ("Program"), as described below, to simplify payment for services provided Customer by independent Thermo King Dealers. The Program shall specifically cover the Units in Customer's fleet as of the date of this Agreement that are identified by model and type, serial number, year of manufacture, date in service, as defined in 'Exhibit A' attached hereto and made a part hereof. Customer will supply individual equipment profile data for all of the Units it desires to cover by the Program.
- Authorisation.** To commence the program, Customer shall authorise TKTK and the TKTK Assistance Call Centre ("TKCC") to provide each individual dealer a Purchase Order for work to be completed by the dealers up to a value of € VAT excluded. (Recommended minimum amount is €1,000). If the estimated cost for any individual service work is more than this maximum, the dealer must call the Customer to get increased authorisation. The number is: +.....on business days fromhrs to.....hrs. The contact person is: (*name*), (*Surname*), and +in other cases, the contact person is: (*name*), (*Surname*).
- Invoicing and Payment Term.** At the completion of their individual service work events on Customer's Units during any given month, the Thermo King dealers providing non-warranty service to the Customer will send their respective invoices for such services to TKTK, complete with job codes and part numbers following the TKTK European standard labour times, parts prices and labour rates. (The labour standards are created by Thermo King to identify the typical length of time to complete certain service tasks). Typical services are outlined in Exhibit "C" attached hereto. At the end of each month, TKTK will consolidate all such invoices from the Thermo King dealers into one invoice for the Customer and will send this invoice to the Customer for review, together with a summary report of the charges by the Thermo King dealers. The Customer will notify TKTK within five (5) business days of receipt of the invoice and summary report of any objection to the charges for services rendered by any of the dealers. TKTK will resolve any objection to any of the charges directly with the relevant dealer. The Customer

will send payment of the consolidated invoice to TKTK for the accounts of the individual Thermo King dealers who rendered service for the Customer upon receipt of the invoice. The payment terms are 30 days from date the invoice was issued. Customer shall have no obligation to make any payment directly to any Thermo King dealer with respect to services rendered under this Agreement. Customer agrees to pay TKTK for all invoices submitted under this Agreement. Subsequent to payment, disputed invoices may be brought to the attention of TKTK for reconsideration and credit against future invoices. In the event of late payment, TKTK will charge the Customer interest on the due amount at a rate of 3% above the European Central Bank rate from the date payment was due until payment.

3.1 All parts used in performing any services or repairs will be genuine Thermo King service parts or Thermo King re-manufactured parts or TKTK approved parts. Dealers shall be responsible for the disposal of all parts, and hazardous materials, which are covered by this Agreement in accordance with the instruction of TotalKare and all applicable laws and regulations.

4. **Processing Fee.** TKTK offers two options for the processing of repair incident charges:
Option#1: TKTK will charge the Customer a processing fee of 10% of the repair intervention total by a dealer, subject to a maximum of €100 (indexed) per incident VAT excl., together with any applicable taxes for its centralised administration services rendered hereunder. The € 100 maximum fee per repair incident will be indexed annually following the Consumer Price Index inflation as published by Eurostat.
Option #2: TKTK will charge a monthly 'flat fee' per unit of €10.00 (indexed). All services rendered under this option will then be billed at normal TKTK rates for parts and labour and will not attract any additional processing fee. For fleet sizes less than 30 units, 'flat fee' billing will be once per year in advance, or by monthly standing order. The purpose of this is to reduce administration for both parties. See Exhibit "S" for standing order template. Please complete and return with bank confirmation and setup arrangements, together with the signed agreement. TKTK will make every effort, within the applicable European and national rules, to make all invoices for services provided by a Thermo King dealer VAT neutral for the Customer.
All invoices will be billed in € [Euro], or £ [Sterling], or \$ [US Dollar] (*chose ONE currency only and strike through non preferred currencies*). (*Processing Fee ,Chose option #1 or Option #2 and strike through non preferred option*)
5. **Administration Setup Fee.** The minimum fleet size for a one star agreement is five (5) units. There is a one-time administration fee of €40.00 per unit for fleet sizes 5 - 10 units. For fleet sizes 11 – 20 units the fee is €30.00 per unit. For fleet sizes 21-31 the fee is €25.00 per unit, and for fleet sizes greater than 32 the fee is € 800 VAT excl., regardless of size. The fee is invoiced at this Agreement's signature and is immediately payable.
6. **Geographical coverage.** The countries and the Thermo King dealers covered by this Central Administration Agreement are listed in Exhibit B.
7. **Reports.** TKTK will provide Customer under this Program with monthly invoice details showing all repair interventions. Additional reports and services may be available at an additional charge.
8. **Term and Termination.** This Agreement term will remain in full force for one (1) year and, will be automatically renewed yearly thereafter unless terminated in its entirety by either TKTK or Customer upon three (3) months prior written notice. It may be terminated at any time by either TKTK or Customer in the event that the other party is in default under any of the terms and conditions of this Agreement or is delinquent in the payment of its account and such party fails to cure such default or delinquency within thirty (30) days after written notice thereof, or if the other party becomes insolvent, or if there are instituted by or against the other party proceedings in bankruptcy or under any insolvency law or for reorganisation, receivership, or dissolution, or if the other party shall make an assignment for the benefit of any or all of its creditors.
9. **Force Majeure.** Neither party hereto shall be liable for failure to perform or for delay in performance resulting from any cause beyond its reasonable control, including without limitation: compliance with any regulations, orders, acts, instructions or priority requests of any government or any department or agency thereof; acts of God, fires, floods or weather; strikes, lockouts or factory shutdowns; embargoes, hostilities or riots; delays or shortages in transportation or manufacturing facilities or materials from TKTK's or the Subcontractors' usual sources.

10. **Amendments; Waivers.** No amendment or modification of this Agreement or waiver of any of the provisions herein contained shall be binding on either party unless the same is in writing and signed by an authorized representative of each party.
11. **Applicable Law; Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the country of Ireland. All disputes arising out of or in connection with this Agreement, including disputes on its conclusion, binding effect, amendment and termination, shall be resolved, to the exclusion of the ordinary courts, by a three-person arbitral tribunal in accordance with the rules of arbitration of the International Chamber of Commerce (the "ICC"). The decision of the arbitral tribunal shall be binding and the parties hereby waive all challenge of the award in accordance with such rules. The arbitral proceedings shall be held in Brussels, Belgium and conducted in the English language. The arbitrators appointed by the ICC shall be proficient in English with at least ten (10) years relevant professional and/or academic experience. In the event of arbitration, the parties hereto agree that one and the same arbitral tribunal shall have the power and jurisdiction to adjudicate all claims existing or alleged between the parties at that time, whether arising under this Agreement or under any other agreements entered into in connection herewith.
12. **Independent Contractors.** Each party hereto is an independent contractor and nothing in this Agreement shall be construed or implied to create a relationship of partners, agency, and joint ventures or of employer and employee.
13. **Notices.** Any notices relating to this Agreement shall be given to TKTK or Customer in writing at the address set forth herein below or at such other address as any party shall designate in writing. Delivery or service of any notice shall be deemed to have been given when delivered personally, sent by overnight courier service, by fax transmission or by certified mail, return receipt requested, postage prepaid.

If to TKTK	If to Customer
Name: Thermo King Total Kare limited	Name:
Attention: Director Thermo King Total Kare	Attention:
Address: Monivea Road	Address:
Zip-City: Mervue Galway	Zip-City:
Country: Ireland	Country:
Tel: +353 91 703388	Tel:
Fax: +353 91 703262	Fax:

14. **Assignment of Rights.** The Customer shall not be entitled to assign this Agreement or any of its rights or obligations without the prior written consent of the TKTK. A Unit on a vehicle that is sold to a third party by Customer will no longer be covered by this Agreement.
15. **Severability.** If for any reason any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision shall be deemed to be modified to the minimum extent necessary to make such provision consistent with applicable law, and enforceable there under, and the remaining provisions of this Agreement shall not be affected and shall remain in full force and effect.
16. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior existing agreements, understandings or arrangements between the parties with respect to the subject matter hereof.



IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

THERMO KING TOTAL KARE (“TKTK”)

CUSTOMER (“Customer”)

By:

By:

Title: Director Thermo King Total Kare

Title:

Name: Eamonn McKeon

Name:

Date:

Date:

Signature:

Signature:

List of Exhibits:

A.... Fleet file B Geographical coverage C.... List of maintenance services S.... Standing Order template



Geographical Coverage

EXHIBIT B

International Coverage

WHEN YOU BUY a Thermo King, you're buying the most reliable transport refrigeration unit. And to make sure it stays that way, we throw in the most reliable, most skilful dealer service network. It's a network that keeps the light on 365 days a year, 24 hours a day.

Unscheduled repairs should, when possible, be provided by the assigned preferred dealer but may also be provided by the following

Thermo King Dealers: (Details about those Dealers can be found in the Thermo King Service Directory, printed and on-line @ www.thermoking.com)

Simply select 'Dealer

Locator', choose the country & click to submit... Please also see below our TKTk Assistance Numbers:

Country	TKTK Assistance Numbers
Belgium	+32 27001735
Denmark	+45 38487694
France	+33 171230503
Germany	+49 6950070740
Italy	+39 0269633213
Spain	+34 914533465
The Netherlands	+31 202015109
United Kingdom	+44 8458501101
Others	+45 38487694



List of Maintenance Services

1. Interim Inspections: . An interim inspection may typically contain the following elements:

<ul style="list-style-type: none"> Examine door seals for damage Check bulkheads for damage Verify adequate fuel level Check engine oil level Check coolant level Visually inspect hoses Inspect coils — condenser/evaporator Inspect for any fluid leaks Inspect battery 	<ul style="list-style-type: none"> Inspect defrost drains Note any unusual noises Check engine oil pressure Check ammeter Visually inspect belts Verify door switches (ERC) Verify for proper air flow Check damper door Check for damaged or loose wires
--	--

2. Scheduled Maintenance: A scheduled maintenance may typically contain the following elements:

<ul style="list-style-type: none"> Check low coolant level alarm Check engine oil pressure Change engine oil, oil filters, and fuel filters Drain water from fuel tank and check vent Replace fuel filters, drain water separator Check defrost initiation and termination Inspect battery terminals & electrolyte level Check for damaged or loose wires Check for proper suction pressure Inspect for any fluid leaks Inspect tapered roller bearing fanshaft or fan transmission & idlers for leakage and bearing wear Clean entire unit 	<ul style="list-style-type: none"> Visually inspect belts Note any unusual noises Clean crankcase breather Inspect fuel transfer pump inlet strainer Check ammeter Check cycle sequence on all modes Check protection shutdown circuits Check refrigerant level Check throttling valve regulating pressure on defrost Inspect unit for damage Check all unit and fuel tank mounting bolts, brackets, lines, hoses, etc. Check damper door
---	---

3. Unscheduled Repairs: Unscheduled repair includes: (i) repair and replacement of those items which are subject to normal wear or defect, but are not replaced on a regularly scheduled basis, (ii) repair and replacement of those items which have an unpredictable life cycle, and (iii) unforeseen or unpredictable repairs.