

**TERMS AND
CONDITIONS
FOR COMMISSIONING,
ON-SITE REPAIR, AND
OTHER SERVICES**

January 1, 2020

Supplement to Schenck USA Corp.'s Terms and Conditions of Sale



535 Acorn Street
Deer Park, NY 11729

1. Service Rates – Hourly rates shall be paid in accordance with the Rate Schedule in Section 14 unless otherwise mutually agreed upon in writing between Schenck USA Corp. (SRUS) and Purchaser. All charges are portal to portal from service origin, with a minimum of four hours work and/or travel. Travel time and work preparation time shall be paid in accordance with the Rate Schedule in Section 14. Purchaser requirements, including but not limited to onsite or offsite facility training are considered work preparation. Travel (e.g. airfare, taxi, limousine service, rental car, parking, tolls, gasoline), and living expenses (e.g. hotel accommodation) shall be paid at cost plus 10%. Meal and incidental allowances shall be paid in accordance with the Rate Schedule in Section 14.

2. Service Origin - Service normally originates from the Service Center in your area. When urgency and/or service availability requires dispatch from other than normal origin, service will be dispatched from the next closest origin.

3. Extended Periods of Service – For service in the continental United States or Canada, SRUS personnel are entitled every second weekend to return to the Service Center. Purchaser shall pay for such travel expenses and travel time in lieu of paying the daily rates and other expenses for each weekend in which SRUS personnel would stay at the job site. On service outside the continental United States or Canada, SRUS personnel are entitled to return to the Service Center every four weeks for one week and also over Christmas/New Year's holidays. Purchaser shall pay for such travel expenses and travel time in lieu of paying the daily rates and other expenses for each weekend in which SRUS personnel would stay at the job site.

4. Consulting - Consulting services including time for job preparation, travel time and time for documentation shall be paid in accordance with the rate schedule in Section 14, with a minimum of one day.

5. Certification of Work - All hours spent by SRUS personnel on the job shall be entered on the Service Report and signed by Purchaser's authorized representative, acknowledging time spent and work done on the job site.

6. Certification of Machine Performance At Purchaser's request, SRUS shall provide Purchaser with a written Certificate of Calibration for the Schenck machine or system that has been calibrated by SRUS personnel. This service is subject to availability of certified or certifiable proving rotors and test weights at Purchaser's facility. Suitable proving rotors shall be provided by Purchaser. *Proving rotors may be purchased from SRUS, or rented from SRUS (subject to availability). Service charges in accordance with the Rate Schedule (Certificate of Calibration) will apply.*

7. Tools - All tools and fixtures provided by SRUS for installation and checkouts shall remain the property of SRUS. Purchaser shall pay all freight charges for tools shipped from service origin or Deer Park, New York, whichever is applicable, to job site and back. Unless specifically caused by the neglect of SRUS personnel, Purchaser shall reimburse SRUS for any damage or loss.

8. Assistance to be Provided by the Purchaser on the Job - The service performed by SRUS personnel hereunder is limited to observation of installation, operator training, consultation, testing, troubleshooting

and instrumentation repair. Purchaser shall provide, at no charge to SRUS, whatever assistance may be required under local conditions for safe, efficient and proper performance of the service. Waiting time that is beyond the control of SRUS personnel shall be paid as if it were work time.

9. Special Expenses Outside of the United States - Time spent and costs incurred for such items as physical examinations, inoculations, procurement of visa, passport, work permit, etc., shall be paid by the Purchaser. All taxes, duties and other charges arising from the activities or the stay in the area where service is to be performed shall be paid by Purchaser.

10. Payment Terms - SRUS invoices for services are payable per agreed upon terms in the quotation.

11. Liability and Jurisdiction - SRUS personnel are covered by Workmen's Compensation and Employee Liability Insurance, Comprehensive General Liability Insurance, Bodily Injury and Property Damage Liability Insurance. Certificates are available upon request. SRUS' sole liability in respect to the services performed hereunder shall be the correction of defects in SRUS supplied equipment caused solely by SRUS' personnel in performing Services hereunder. SRUS shall not be liable for any other claims by Purchaser, including without limitation, claims for indirect, incidental, special or consequential damages of any kind, including lost profit and revenues.

12. Warranty - SRUS warrants that the services provided hereunder shall be performed in a workmanlike manner in accordance with SRUS' standards. THIS WARRANTY IS IN LIEU OF AND EXCLUDES ANY OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. SRUS' obligation under the warranty is limited to correcting defects in SRUS supplied equipment caused by SRUS' personnel negligence in performing of services hereunder, provided Purchaser notifies SRUS of such defect in writing within thirty (30) days of service being provided hereunder. Purchaser shall permit SRUS free and prompt access to the equipment and to technical information required to correct the claimed defect.

13. Export Statement – (to be completed by Buyer)

The export of any product and software purchased from Schenck USA Corp. must be made in accordance with all relevant laws of the United States, including and without limitation, the U.S. Export Administration Regulations. This may require that you obtain a formal export license or make certain declarations to the United States Government regarding product(s) to be exported, their destination or their end –use.

14. Rate Schedule (All costs in US\$)

Regular Service	System Engineer/ Field Balancing	Consulting	Description
\$160.00	\$177.00	\$266.00	Travel Rate, per hour
\$175.00	\$192.00	\$290.00	Onsite Labor per hour, regular 8 hour day Monday - Friday
\$262.00	\$290.00	\$422.00	Onsite Labor per hour Saturday, and in excess of 8 hours Monday - Friday
\$350.00	\$385.00	\$562.00	Onsite Labor per hour Sundays and Holidays, and in excess of 8 hours Saturday
\$1400.00	\$1536.00	\$2320.00	Onsite Labor per day, regular 8 hours Monday - Friday

Emergency Response Service (On-site technical assistance within 24 hours or less of request): Standard rates plus \$500.00 per day.

Automobile mileage: \$0.70 per mile, for personal or SRUS company vehicles. Rental car fees, taxi etc. see section 1.

Meal and Incidental allowance: \$51.00 per day.

Weekend stay: When no labor is performed, and SRUS personnel are required to stay at the job site, a daily standby fee equivalent to four (4) hours of the normal service rate plus living and meal expenses shall be paid by Purchaser.

Certificates of Calibration: \$75.00 per written certificate per machine, in addition to labor performed on site.
\$150.00 per written certificate for ISO 10012-1 Compliant Certificate (does not include rotor or additional equipment rental costs)

COMPANY NAME: _____

Type of Service Required:

- Repair
- Calibration
- Training
- Other: _____

Require A Proving Rotor Rental "Test Rotor"?

- Yes
- No

Facility Requirements:

- Security Clearance
- Drugs & Substance Abuse Test
- Site-specific (Safety) Training
- US Citizenship
- Other: _____

Preferred Provider: _____

Preferred Provider: _____

Preferred Provider: _____

Type of Calibration / Testing Required:

- Standard
- SAE Testing (Airlines & Aerospace Applications)
- ISO
- Other: _____

Any order for, or statement of intent to purchase hereunder, or any direction to perform work and SCHENCK USA CORP.'s performance of work shall constitute assent to SCHENCK USA CORP.'S TERMS AND CONDITIONS FOR COMMISSIONING, ON-SITE REPAIR, AND OTHER SERVICES. Any additional or different terms and conditions proposed by the customer are expressly objected to and will not be binding upon SCHENCK USA CORP. unless specifically agreed to in writing by SCHENCK USA CORP.'s authorized representative.

Customer representative:

Name (print): _____

Title: _____

Signature: _____

Date: _____

Please return a signed copy of this page with your Purchase Order to:

Customer Support Services Department

Email: Service@Schenck-USA.com

Fax: 631-242-8715