

## Service Policies Within the United States

The conditions stated below shall be part of any understanding relating to service by Broadley-James Corporation (hereinafter called Broadley-James).

**1. TERMS:** Unless otherwise agreed to by Broadley-James, service shall be chargeable to the Purchaser, shall include travel time, and shall be invoiced at Broadley-James current published rates. Reasonable expenses shall be added at cost. Chargeable travel time on commercial vehicles shall not exceed eight (8) hours per man-day. Payments shall be made in full within thirty (30) days from dates of Broadley-James's invoice.

**2. TAXES AND OTHER CHARGES:** All quoted prices are subject to additions which may be necessary to cover any duty, tax or charge, now existing or hereafter imposed by Government authorities upon equipment or services quoted by Broadley-James, or upon the production, sale, distribution, delivery, or upon other features related thereto.

**3. MINIMUM CHARGE:** There shall be a minimum charge of four (4) hours where hourly rates are applicable, or one (1) day where daily rates are applicable for service and travel time.

**4. ESCALATION:** All service prices or per diem rates offered are held firm for twenty-six (26) weeks from the date of this offering or the date stated in the offering. Thereafter, all pricing is subject to negotiation and escalation at a rate to be determined by Broadley-James for each month in excess of that period.

**5. SCOPE CHANGES:** All changes affecting the scope of an order are to be documented in writing for approval and authorization to incorporate such changes into the order. All changes authorized by Purchaser are binding only if accepted by Broadley-James, and may result in price, delivery, and/or condition changes. Pricing of changes shall be based on the

then current prices. If an extension of delivery is required beyond the original schedule, escalation shall be as agreed.

**6. NORMAL WORK DAY:** The normal work day shall be defined as an eight (8) hour day shift, excluding Saturdays, Sundays, and holidays observed by Broadley-James.

**7. OVERTIME:** Service or travel (except as noted in Paragraph 1) in excess of eight (8) hours per normal work day, and any service or travel on Saturdays, Sundays, or nationally observed holidays shall be invoiced by Broadley-James at current published overtime rates.

**8. SHIFT WORK:** When shift work [eight (8) hour shifts other than the normal work day] is required, a twenty percent (20%) premium shall be added for service during the other shifts. Overtime rates plus twenty percent (20%) shall be applicable for work in excess of eight (8) hours during these shifts.

**9. ADVANCED COMMITMENTS:** Service time committed in advance by Broadley-James on the basis of a prespecified number of days shall not be deemed to include overtime or shift work. If overtime or shift work is required on such commitments, the prespecified time so committed in advance shall be appropriately reduced.

**10. EXPENSES:** Unless otherwise agreed upon in writing, Purchaser shall reimburse Broadley-James for expenses as follows:

- A. Automobile travel expenses shall be reimbursed at published rates.
- B. All other travel and living expenses shall be reimbursed at cost.
- C. Applicable communication expense accrued on the job shall be reimbursed at cost.

BioNet™ is a trademark of Broadley-James Corporation. Copyright © 2003 Broadley-James Corporation. All rights reserved.

Measurement and Control Products for Science and Industry

19 Thomas, Irvine, California 92618 USA

Phone: (949) 829-5555 Toll-Free: (800) 288-2833 Fax: (949) 829-5560

E-Mail: sales@broadleyjames.com Website: www.broadleyjames.com

L3262B 09/2003



## Service Policies Within the United States

Travel time and expenses shall accrue from the point of origin. Living accommodations shall be first class unless unavailable in which case the best available shall be selected.

**11. PARTS:** Except as provided under the Broadley-James standard warranty for defective materials and workmanship, all parts required shall be invoiced at Broadley-James current list prices.

**12. DELAYS:** Unless the Broadley-James representative has been released from the jobsite, or has completed his assignment, the Purchaser will pay Broadley-James charges computed as if the representative was working a normal work week, regardless of whether or not the representative is prevented from working due to delays beyond his control. Release from the jobsite shall entitle the representative to return to his point of origin, with travel time and expenses for the account of Purchaser.

**13. STANDBY TIME:** Standby time is defined as that time during which a Broadley-James representative is requested to remain in readiness and available for work commencing at the convenience of the Purchaser. Such time shall be considered as time worked, whether or not the representative is at the jobsite, and Purchaser will be billed accordingly. If standby time is outside normal working hours, overtime rates will be applicable. Standby time will be added to time actually worked for the computation of overtime charges, etc.

**16. OPERATION OF EQUIPMENT:** Broadley-James representatives are authorized to act only in a consulting capacity and are not authorized or licensed to operate

equipment. All responsibility for operating equipment shall rest with others.

**17. TOOLS & TEST EQUIPMENT:** The Broadley-James representative will be equipped with instruments, tools, and test equipment as required to fulfill normal service obligations.

**18. MISCELLANEOUS:** The validity, construction and interpretation of any agreement relating to service provided by Broadley-James, and the rights and duties of the parties thereto, shall be governed by the laws of the State of California. No waiver, alteration, or modification to any of the provisions hereunder or to the provisions of any agreement relating to service provided by Broadley-James shall be binding on Broadley-James unless signed by an authorized home office representative of Broadley-James.

**14. WORKING CONDITIONS:** The Broadley-James representative reserves the right to refuse to work under hazardous conditions. In case of doubt, mutual agreement must be reached prior to commencement of any work. All staging and rigging required for access to equipment to be serviced shall be erected by and at the expense of others and shall comply with reasonable safety requirements. The Broadley-James representative shall comply with all plant safety regulations where applicable. However, any protective clothing or equipment, except the standard safety hat, required by Purchaser regulations, shall be provided by Purchaser.

**15. RESALE EQUIPMENT:** Broadley-James reserves the right to refuse to service equipment manufactured or supplied by others.

BioNet™ is a trademark of Broadley-James Corporation. Copyright © 2003 Broadley-James Corporation. All rights reserved.

Measurement and Control Products for Science and Industry

19 Thomas, Irvine, California 92618 USA

Phone: (949) 829-5555 Toll-Free: (800) 288-2833 Fax: (949) 829-5560

E-Mail: sales@broadleyjames.com Website: www.broadleyjames.com

