

On-Site Engineering & Service Policies

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

1. TERMS: Unless otherwise agreed to by Broadley-James in writing, service shall be chargeable to the Purchaser, shall include travel time, and shall be invoiced at Broadley-James' current published rates. Expenses shall be added and invoiced at cost. Payments shall be made in full within thirty (30) days from Broadley-James' invoice date.

2. TAXES AND OTHER CHARGES: All quoted prices are subject to additions which may be necessary to cover any applicable duty, tax or other agency imposed charge.

3. MINIMUM CHARGE: Where daily (per diem) rates apply, there shall be a minimum charge of one (1) day, including labor and travel time. Where hourly rates apply, there shall be a minimum charge of 30 minutes for shop labor, 30 minutes for remote support (i.e. telephone, internet), and four (4) hours for on-site labor. All or a portion of job-related travel time for on-site services may be included in the 4-hour minimum; however, any and all labor or travel time which exceeds the 4-hour minimum will be charged accordingly. (See rate schedule for applicable service definitions and rates.)

4. ESCALATION: All service prices or per diem rates offered are held firm for 45 days from the written proposal date. Thereafter, all pricing is subject to negotiation and escalation at a rate to be determined by Broadley-James.

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 shift, Monday through Friday, between the hours of 6:00 AM - 6:00 PM.

7. OVERTIME AND TRAVEL TIME: Service or travel in excess of eight (8) hours but less than 12 hours per normal work day shall be billed at the published overtime rate. Service or travel on Saturdays, Sundays or holidays observed by Broadley-James shall be invoiced at published doubletime rates. Travel time shall be billed at 50% of the applicable hourly 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.

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

- A. Personal automobile travel expenses shall be reimbursed at published per mile rates.
- B. All other travel and living expenses shall be reimbursed at cost.
- C. Travel time and expenses shall accrue from the point of origin portal to portal.

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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 list price.

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 apply. Standby time will be added to time actually worked for the computation of overtime charges, etc

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.

16. OPERATION OF EQUIPMENT: Broadley-James representatives are authorized to act only in a consulting capacity and are not authorized or licensed to operate third party supplied equipment. All responsibility for operating third party supplied 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.

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