



CII FIELD SERVICE AGREEMENT – DOMESTIC

GENERAL

Controls International, Inc. (CII) has Service Technicians available to supervise or perform field service. Job conditions must allow such work to be performed with standard hand tools. Customer is responsible to provide all scaffolding, ladders, lifting and handling equipment, welding apparatus or special tools. CII Service technicians are capable of group instruction, installation, maintenance recommendations and technical advice applicable to the CII products.

Customers may arrange for the services of a CII Service Technician by calling 469-385-9393. A detailed explanation of the type of service required should include:

1. Description of work to be performed or nature of reported problem.
2. Original CII customer name and original purchase order, if available.
3. CII File Number from CII tag on valve/actuator assembly.
4. All name tag data and Serial Number(s) of the equipment involved.
5. CII Invoice Number, if available.
6. Location of equipment to be serviced. Person to contact at the jobsite, with phone and fax number.

Field Service Orders require customers to FAX a Purchase Order to CII prior to the departure of the Service technician to the jobsite. Work performed due to defective material or workmanship within limitations of the manufacturer's standard warranty will be performed at no charge, subject to the manufacturer's inspection of products.

TRAVEL EXPENSES

The customer will be invoiced at cost for all travel expenses incurred to and from the jobsite(s), including such items as airfare, car rental, baggage charges, tips applicable to transportation services and other incidental costs incurred from Dallas, Texas office to customer's site and return.

If the CII Service Technician uses the company service vehicle or his own automobile, mileage will be charged at rate of ninety-four (\$.94) cents per mile.

LIVING EXPENSES

The customer will be invoiced at cost (lodging, meals, etc.)

PAYMENTS

Service charges are made on a portal-to-portal basis. Quoted services rates are valid for thirty days from date of initial dispatch of service personnel and thereafter may be changed by CII with one (1) week advance written notice. These rates do not included applicable taxes. Payment of invoices shall be made in full upon receipt of invoice per the TERMS below. Payments due hereunder are not subject to any offsets with any other contract. If, at the request of the Company, the service personnel are required to remain in excess of five (5) days beyond the original schedule, CII may, at its option, replace the service personnel with service personnel of like qualification and all cost associated with such replacement shall be to the account of the Company.

WORKING HOURS

The normal working hours, consisting of work and travel time, shall be from 8:00 A.M. to 5:00 P.M. with one (1) hour for lunch and such additional work breaks as may be required by applicable law. Normal works days shall be Monday through Friday, except holidays recognized by CII. Overtime shall consist of work and travel time in excess of normal working hours. Travel time shall include both assignment travel and commuting travel.

SERVICE PROVIDED

The sole function of the CII service personnel shall be to provide the technical advice and assistance expressly stated above. All services performed by CII are expressly limited to and conditioned upon the Company's acceptance of this Agreement and terms stated therein and any provision or differing terms proposed by Company shall be void and of no effect, unless accepted in writing by CII. No change to this Agreement shall be valid, unless in writing, signed by the Company and CII. If this Agreement is incorporated into the purchase order or other agreement issued by the Company, which shall only be done with the approval of CII, the terms of this Agreement shall take precedence over all conflicting terms stated in such other documents.

THE SERVICE PROVIDED BY CII HEREUNDER DO NOT SERVE TO MODIFY, WAIVE OR OTHERWISE LIMIT OR EXPAND THE TERMS OF THE CONTRACT WHICH APPLY TO THE SALE OF THE EQUIPMENT UPON WHICH SERVICES ARE TO BE PERFORMED BY CII.

TECHNICAL FIELD ENGINEERING AND SURVEYS

Consult CII for specific rates for technical field engineering services.

INVOICING

All parts ordered will be invoiced including freight charges incurred.

TERMS

Net 30 days from date of invoice.

CII DOMESTIC SERVICE RATES

TRAVEL & LABOR RATES

<u>Monday thru Friday</u>	<u>CII SERVICE CENTER HOURLY RATES</u>	<u>FIELD SERVICE COMMISSIONING HOURLY RATES</u>	<u>TECHNICIAN ASSISTANT HOURLY RATES</u>
8 HOURS OR LESS (4 HOUR MINIMUM)	\$75.00	\$94.00	\$60.00
OVER 8 HOURS, LESS THAN 12 HOURS	\$112.00	\$144.00	\$90.00
OVER 12 HOURS	\$169.00	\$220.00	\$135.00
<u>Saturday</u>	<u>CII SERVICE CENTER HOURLY RATES</u>	<u>FIELD SERVICE COMMISSIONING HOURLY RATES</u>	<u>TECHNICIAN ASSISTANT HOURLY RATES</u>
8 HOURS OR LESS (8 HOUR MINIMUM)	\$112.00	\$144.00	\$90.00
OVER 8 HOURS, LESS THAN 12 HOURS	\$169.00	\$220.00	\$135.00
OVER 12 HOURS	\$250.00	\$330.00	\$200.00
<u>Sunday or Holiday</u>	<u>CII SERVICE CENTER HOURLY RATES</u>	<u>FIELD SERVICE COMMISSIONING HOURLY RATES</u>	<u>TECHNICIAN ASSISTANT HOURLY RATES</u>
8 HOURS OR LESS (8 HOUR MINIMUM)	\$169.00	\$220.00	\$90.00
OVER 8 HOURS, LESS THAN 12 HOURS	\$250.00	\$330.00	\$200.00
OVER 12 HOURS	\$375.00	\$490.00	\$300.00
<u>Emergency Response Fee</u>	<u>CII SERVICE CENTER HOURLY RATES</u>	<u>FIELD SERVICE COMMISSIONING HOURLY RATES</u>	<u>TECHNICIAN ASSISTANT HOURLY RATES</u>
8 AM - 5 PM	\$100.00		
5 PM - 8AM	\$200.00		

Mileage Rate

\$.94 cents per mile

All labor charges are portal to portal. Beginning at time of departure from CII office to customer site and return to CII office. After hours service calls (beginning after 5:00 p.m. local time) to be billed at **MONDAY THRU FRIDAY OVER 8 HOURS** rate for the first four hours and at the **OVER 12 HOURS** rate for the remainder of the service call.

SERVICE CENTER MAILING ADDRESS

Controls International, Inc.
P.O. Box 551180
Dallas, TX 75355-1180

SERVICE CENTER LOCATION

10410 Vista Park Road
Dallas, TX 75238
Phone: (469) 385-9393
Fax: (214) 343-2658

By my signature below I have authorized Field Service Work to begin under the Terms and Conditions specified in this Agreement.

(Signature) _____

Date: _____

Company (print): _____

Name (print): _____

Title (print): _____