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## **Terms and Conditions of Sale for Field Service *Outside* North America**

We propose, upon receipt of adequate advance notice, to supply the services of a Technical Supervisor under the following terms and conditions:

- A. Purchaser shall pay Taylor-Winfield all related expenses portal to portal commencing the day upon which the Supervisor departs for the site and ending upon arrival at their next final destination. All time during this period, including Saturdays, Sundays and U.S.A. Holidays, shall be chargeable at the rates outlined below.

The normal work schedule for the Supervisor shall be forty (40) hours per week consisting of five (5) eight-hour days, Monday through Friday. A minimum four (4) hours labor will be charged per day on site exclusive of travel time. Labor rates are as follows:

- (a) \$160.00 per hour for time worked first eight (8) hours Monday through Friday.
  - (b) \$240.00 per hour for time worked in excess of eight (8) hours Monday through Friday.
  - (c) Saturdays: \$240.00 per hour for all time worked.
  - (d) Sundays: \$320.00 per hour for all time worked.
  - (e) U.S.A. Holidays (all days observed by Taylor-Winfield): \$400.00 per hour for all time worked.
  - (f) Travel Time: \$150.00 per hour Monday through Saturday. \$225.00 per hour Sunday and U.S.A. Holidays. Maximum eight (8) hours will be charged each day of travel. Travel time is exclusive of labor charges.
  - (g) Unutilized Days: \$1,200.00 per day for any days (including Saturdays, Sundays and U.S.A. Holidays) on which Supervisor services are not utilized.
- B. All living, lodging and transportation expenses shall be reimbursed by the Purchaser. The following are considered typical, but not the exclusive, legitimate reimbursable expenses.
- 1. Business class round trip travel accommodations in public conveyances.
  - 2. Taxicab fare.
  - 3. Car rental - midsize class car.

4. Excess baggage or shipping charges if special tools, drawings, etc. are necessary to accomplish the work.
  5. Living quarters and food shall be of a quality equivalent to that available in first class U.S.A. hotels and restaurants.
  6. Passports, visa fees, passport pictures, immunizations, traveler's checks, entry and exit fees and currency conversion.
  7. Postage, express mail service fees, local, long distance and mobile phone calls, internet access, etc., used for business purposes.
  8. Laundry service.
  9. Gratuities.
  10. Local income or other taxes levied upon and paid by the Supervisor or Taylor-Winfield in connection with the Supervisors work.
  11. Travel mileage reimbursement calculated at the then current U.S. government reimbursement rate.
- C. For emergency shutdown field service requiring less than 24 hours response, a single fee of \$1,500 will be added to the service invoice.
- D. Purchaser shall secure any labor permit or other authorization required by Supervisor in the performance of the work and any loss of the Supervisor's services pending procurement of such permit or authorization shall be for the Purchaser's account and paid for by the Purchaser in accordance with paragraphs A and B above.
- E. Purchaser shall supply at its own expense all common, semi-skilled and skilled labor required to perform the services, and a qualified translator. Supervisor shall provide instruction for work to be performed and directed by Purchaser's personnel.
- F. Purchaser shall make available all necessary installation and hand tools except such special tools as may be supplied by Taylor-Winfield. The Supervisor may elect to bring certain personal tools, which are to be and remain their property at all times.
- G. Because it is impossible for a Supervisor to observe the execution of all details of the work, Taylor-Winfield shall not be responsible for the acts and workmanship of the Purchaser's employees.
- H. In no event shall Taylor-Winfield be liable for consequential, loss of production or any other damages as the result of delay due to any cause.
- I. If Supervisor is incapacitated due to illness or injury (not due to their own misconduct) and is unable to work, one-half of the normal daily first eight (8) hour labor rate shall be charged per day for a maximum of ten calendar days unless a longer period is approved by Purchaser. If Supervisor

is seriously disabled, cost of return transportation, etc., is allowed, even though the job to which they have been assigned is not yet completed.

- J. Unless otherwise agreed, maximum permissible time of service will be 30 days. Any required additional service will be provided by another Supervisor or by the same Supervisor after a reasonable time at their headquarters.

Any such additional service will again include chargeable expense of round trip transportation from their headquarters.

- K. Taylor-Winfield at all times provides insurance protection for its employees under the Worker's Compensation Law of Ohio, U.S.A.; and in the event of injury to or the death of an employee occurring in the course of and/or arising out of employment by Taylor-Winfield at any place or location, the Supervisor and/or their beneficiaries will be entitled to payment of the benefits provided under this insurance fund.

Taylor-Winfield's provision of this insurance protection for its employees does not protect the Purchaser against claims of injury or death, due to the fault or negligence of the Purchaser, which the Supervisor and/or their beneficiaries may be entitled to file under the laws of the Purchaser's state, or local government.

Otherwise, insofar as any and all other injury, death, property damage, or other liability occurring as the result of, or in connection with, work performed and/or services provided by the supervisor outside of the continental limits of the United States of America, the supervisor shall be considered the same as an employee of the Purchaser, and Taylor-Winfield shall not be responsible for any claims or damages for, or resulting from the Supervisor's acts or omissions, whether negligent or otherwise.

- L. The purpose of the services by the Supervisor is to perform the functions detailed above and nothing is expressed or implied in this proposal that guarantees the functioning of the equipment serviced for any specified period thereafter.
- M. Rates are subject to change without notice. All payments shall be paid in U.S. Dollars at par value, New York exchange.
- N. Unless otherwise agreed, the Purchaser shall establish a confirmed Irrevocable Letter of Credit for the full estimated value of the service event prior to the Supervisor's departure. Letter of Credit shall be established with a bank designated by Taylor-Winfield. Payments shall be drawn at sight against submission of invoice for labor and expenses with partial payments allowed. Expiry date of the Letter of Credit shall be a minimum forty-five (45) days after the last day Supervisor is anticipated to be on site.