



2018 FIELD SERVICE TERMS AND CONDITIONS

The term “**Detector**” as used herein shall be deemed to refer to DETECTOR ELECTRONICS CORPORATION. The term “**Purchaser**” refers to the firm purchasing the field service work from Detector.

1. **INCORPORATION:** These Field Service Terms and Conditions are hereby incorporated into Purchaser’s inquiry, request for quotation, letter of intent, purchase order, change order, etc., and any resultant contract (collectively referred to herein as the “**Agreement**”). No deviation herewith shall be binding on Detector unless agreed to in writing and signed by an authorized representative of Detector.
2. **PERSONNEL AVAILABILITY:** Any on-site assistance by Detector service personnel shall be subject to the availability of such personnel. On new-unit projects, Detector should be notified of the forthcoming requirements approximately ninety (90) days prior to the expected start-up date. The name and title of a single authority responsible for securing and releasing service personnel should be provided.

On routine domestic service requests, a minimum of two (2) weeks notification should be given prior to the requested reporting date. Deviation from the terms and conditions stated in this document will result in delays of field service work.

3. **SERVICE RATES:** Field Service & Technical Assistance will be billed at rates below (all in U.S. dollars):

	<u>FIELD SERVICE ENGINEER</u>	<u>PROJECT/SOFTWARE ENGINEER</u>
On Site Per Day Rate.....	\$1,560.00	\$1,768.00
On Site Per Hour Rate	\$195.00	\$221.00
Time and One-Half.....	\$292.50	\$331.50
Double Time.....	\$390.00	\$442.00
Travel Per Hour Rate (<i>std. work day</i>).....	\$124.80	\$156.00

4. **WORKDAY DEFINED:**

- a) Travel time is chargeable per the above rate schedule.
- b) Time and one-half applies to all work / travel performed after 8 hours per day or on Saturday.
- c) Double time applies to all work/travel performed on Sundays, Holidays, and work after 12 continuous hours. Holidays are Det-Tronics-observed U.S. holidays listed in the following table:*

• New Year’s Day	• Independence Day
• Martin Luther King Day	• Labor Day
• President’s Day	• Thanksgiving – (Thursday and Friday)
• Good Friday	• Christmas - (2 days immediately following Christmas Day)**
• Memorial Day	

*Check with your local Det-Tronics office for a detailed list of applicable holidays.

**Christmas Holidays are subject to change depending upon the specific days Christmas Eve & Day occur.

- d) Det-Tronics personnel are not required to work more than 12 hours in any 24-hour period.
- f) Hazardous Duty work, Offshore sites, and other work areas defined as hazardous (offshore platforms, chemical exposure, etc.) are subject to an additional charge of \$220 per day above standard rates.
- g) Work requests to be delivered in a country or territory identified as a Travel Warning or Travel Alert destination by the United States Department of State and/or United Technologies Corporation may be sub-contracted, and/or subject to additional charges, delays, or cancellations. See note #13 following for additional details.
- h) Field Service time, if put on “hold” at job-site or hotel, will be charged at the regular per day rate.
- e) Eight-hour minimum charge for all one-day service calls with four-hour minimum per day thereafter.

5. **TIME SHEETS:** Before the work commences, satisfactory arrangements must be made with Det-Tronics to review and sign Daily Time Sheets. It is suggested that Purchaser submit a written document to Det-Tronics stating whether the Purchaser or its authorized representative will be signing the time sheets. Disputes of any nature should be immediately reported in writing to Det-Tronics. Approval and acceptance of the work will be assumed that if no arrangements have been made to sign the time sheets and invoicing will be submitted accordingly. Once signed, the time sheet is considered as acceptance of the work performed.

6. **TRAVEL AND LIVING EXPENSES:**

Airfare..... At Cost +10%
Auto Rental..... At Cost +10%
Mileage..... Based on the IRS rate for the year incurred + 10%
Tolls..... At Cost +10%
Parking..... At Cost +10%
Motels, meals, etc. At Cost +10%

7. **PAYMENTS:** All payments shall be due and payable within fifteen (15) days of receipt of invoice. Charges for field service work over and above that agreed upon by the original Sales Proposal, but authorized by the Purchaser are due and payable upon receipt of an invoice for same by the Purchaser. Detector reserves the right to discontinue further field service work until all such outstanding invoices are paid.

Payment for International Field Service shall be made by Letter of Credit or Prepaid (based on the estimated amount).

8. **TAXES:** The prices provided for herein are exclusive of any present or future Federal, State, Host Country, or other sales or use taxes, duties, tariffs and levies, with respect to any service covered hereby and of any other present or future tax upon or measured by the gross receipts from this transaction or any allocated portion thereof. If Detector is required by applicable law or regulation to pay or collect any such tax on account of this transaction or services covered hereby, then such amount of tax shall be paid by the Purchaser in addition to the prices herein provided for, or the Purchaser shall reimburse to Detector the amount of any taxes which Detector is obligated to pay.

9. **INSURANCE:** Detector will supply an insurance certificate evidencing the insurance carried by Detector conditioned on the understanding that it represents full compliance with all insurance requirements applying to Detector on this project. Coverage will be on an occurrence basis and at the coverage limits stated in the insurance certificate. Detector does not provide copies of its insurance policies, certified or otherwise nor does it name other parties as additional insured or agree to waive its or its insurer's rights of subrogation.

10. **FORCE MAJEURE:** Detector shall not be liable for any loss or damage resulting from delay in furnishing field service or technical assistance if such delay is caused by Acts of God, Acts of Purchaser, Acts of Government, fires, floods, strikes, riots, way embargo, transportation shortage, acts of any third party, unavailability of labor or materials, acts of suppliers, disputes with workmen, thefts, accidents or any other cause beyond the reasonable control of Detector which may delay or prevent completion of the work. Any costs incurred by Detector as a result of delays caused by the Purchaser/Engineer/Owner shall be paid by Purchaser.

In the event equipment, material, or service supplied by Detector, its subcontractors, and vendors is for use in or in connection with a nuclear project, the Nuclear Liability Indemnification/Nuclear Decontamination in Article 12 shall apply.

11: **INDEMNIFICATION:** Detector agrees to indemnify Purchaser only for losses due to personal injury, or property damage to the extent directly caused by our negligent acts or omissions, or the negligent acts or omissions of our employees and agents during the performance of this Agreement, but not to the extent caused by others. Notwithstanding any provision to the contrary, the indemnity contained in this Article 11 does not apply to a "nuclear incident" as set forth in Article 12 below.

12. NUCLEAR LIABILITY INDEMNIFICATION: The Purchaser hereby releases and agrees to save Detector and its subcontractors and vendors harmless from claims, liability, or exposure occasioned by injury to, or death of any person, or loss of, damage to or loss of use of property caused by, or arising, in any manner, out of a “nuclear incident”, as defined in the Atomic Energy Act of 1954 as amended, whether alleged to arise out of breach of contract, tort (including negligence), warranty, strict liability, or otherwise. The Purchaser shall, at its cost, secure and maintain in force insurance protection (in which Detector and its subcontractors and vendors by name or description are additional insured or beneficiaries of waivers of subrogation) against liability or loss arising out of or arising from a nuclear incident (as defined above), including the following:

- a. Nuclear property and liability insurance of the type issued by American Nuclear Insurers (ANI) or equivalent insurance, in the maximum obtainable amounts and in such form as shall meet the financial protection requirements of the Nuclear Regulatory Commission pursuant to Subsection 170(b) of the Atomic Energy Act of 1954, as amended.
- b. A government indemnity agreement with the Nuclear Regulatory Commission pursuant to Subsection 170© of the Atomic Energy Act of 1954, as amended.

The insurance and indemnities required above shall be maintained in effect as to each unit on the site from the day nuclear fuel is first shipped to the site at which such unit shall be located and shall continue in effect, to the extent the same is available, for so long as such unit is operated or there is any chance of a nuclear incident.

13. TRAVEL WARNING/ALERT DESTINATIONS Any services included within our proposal/quote requiring onsite work to be performed in a country or territory identified as a Travel Warning or Travel Alert destination by the United States Department of State and/or United Technologies Corporation may be relocated, sub-contracted, delayed, or cancelled depending upon the specific circumstances of the warning/alert and the specific project requirements or upon Det-Tronics, United Technologies Corporation or Det-Tronics’ personnel’s reasonable opinion that the location is unsafe or unfit to perform such services. In addition, hazardous duty service rate adder may be applied for work to be performed in areas or environments deemed to be hazardous (offshore platforms, dangerous chemical exposure, during acts of Gods, political unrest, etc.) at an additional charge of \$220 per day above the standard daily rate.

14. NUCLEAR DECONTAMINATION: Before Detector, its subcontractors and vendors shall be required to perform any work under the warranty provisions of this contract, the Purchaser shall perform, without costs to Detector, its subcontractors or vendors, all required documentation necessary to permit Detector, its subcontractors or vendors, to perform its obligations in the same manner as if no contamination had occurred.

15. LIMITATION OF LIABILITY: In no event shall Detector or its subcontractors or vendors be liable in contract, tort, strict liability, warranty, or otherwise, for any special, indirect, incidental or consequential damages, such as, but not limited to, loss of anticipated profits or revenue, loss of use of system, non-operation or increased expense of operation of other equipment, cost of capital, cost of purchased or replacement product or power, or claims of customers of Purchaser for any costs whatsoever.

The remedies of the Purchaser set forth in this Agreement are exclusive.

The liability of Detector, its subcontractors or vendors with respect to any contract, or anything done in connection therewith, or from the Field Service, Technical Assistance, manufacture, sale, delivery, resale, installation repair, replacement or use of any service or equipment covered by or furnished under this Agreement, whether in contract (including the indemnity provisions hereof), in tort, in warranty, in strict liability, or otherwise, shall not exceed the original purchase price paid in the Agreement.

In the event the Purchaser and the final owner/user of the service (the “**End User**”) are different parties, the following shall apply:

- a. Purchaser shall obtain from the End User, in favor of Detector, an agreement that End User will be bound by the remedies extended herein, or Purchaser in lieu thereof, will indemnify Detector from liability, damages, costs, losses, or expenses, in excess of those provided for herein.

b. Purchaser shall obtain from the End User, in favor of Detector, or its subcontractors or vendors, a release from consequential damages to the extent stated in the first paragraph: or in lieu thereof, the Purchaser will indemnify and hold harmless Detector from and against liability damages, costs, losses, and expenses resulting from End User's consequential losses of any nature.

16. WARRANTY: Detector agrees to correct any services it has performed and which are shown to Detector's satisfaction to have been performed in a faulty manner, provided notice of such faulty service is given at the conclusion of the work to be performed hereunder.

Detector shall correct such defective work on an eight (8) hour per day, forty (40) hour per week basis. The cost of overtime shall be paid by the Purchaser at the applicable overtime rates in force at the time of the work.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXCEPT THAT OF TITLE, WHETHER WRITTEN, ORAL OR IMPLIED, IN FACT, OR IN LAW (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE).

The foregoing shall constitute the sole remedy of Purchaser and the sole liability of Detector for defective or faulty services whether in contract, in tort, in warranty, in strict liability, or otherwise.

17. MATERIALS FURNISHED IN CONJUNCTION WITH FIELD SERVICE: In the event spare parts or materials are required in conjunction with Field Service or supplied by the service representative as back up spare parts or material, the Purchaser's authorized representative shall authorize said parts or material by signing the Field Service Representative Time Report. The parts or materials furnished in conjunction with Field Service shall be governed by Detector Terms and Conditions for Sales Contract.

18. ACCEPTANCE: This Agreement constitutes an offer to sell field service subject to all the terms and conditions set forth herein.

Waiver by Detector of any one or more articles within this Field Service Terms and Conditions shall not constitute a waiver of any other articles herein.

19. EXCEPTIONS: Any exceptions or Amendments to this Agreement are must be approved in a signed writing by an authorized representative of Detector.

20. GOVERNING LAW: This Agreement shall be governed and interpreted in accordance with the laws of the State of Minnesota. The state courts of Minnesota and the US District Court for the District of Minnesota shall have exclusive jurisdiction with respect to claims made hereunder.

By signing below, Purchaser agrees to the stated terms and conditions for the associated project.

Company: _____

Signature: _____

Title: _____

Date: _____