

SERVICE POLICY/TERMS

SERVICE POLICY effective 1/01/2020

Quotations are valid for 30 days from date of quote. Rates for service are those in effect at time of service.

North America Service Charges

(Applies to all 50 states, Canada, and Mexico)

Service representatives travel time is regular or overtime rates from (figure 1) below, regardless of method of transportation. Travel is billed at standard rates and limited to a maximum of eight (8) hours. Work and travel on the same day will be accumulated to actual hours with a minimum billing of four (4) hours. When hours exceed eight (8) hours per day overtime rates will apply. Any representative can decline to work more than sixteen (16) continuous hours in a day, and is entitled to a ten (10) hour break. Travel and living expenses (mileage at .425/mile) to and from a job will be billed to the customer at cost. Standby time, at the direction of the customer, will be billed at the standard rates. The reasons for waiting include, but are not limited to:

Plant not ready.

Other work takes precedence.

Labor not available.

Parts not available.

Customer holiday while representative is required to remain at customers site.

Customer requires representative to remain over weekend to complete in following week.

Union labor strikes or lockouts.

Work or goods purchased in support of a repair or test contracted between CCSI and the customer will be billed at cost plus ten percent (10%). This includes labor, materials, consumables and any fixed price testing.

CCSI service personnel will not work unassisted without qualified customer personnel.

Figure 1

	Regular Time	Overtime
Standard Rates* (MonFri.)**	\$155.00/hr.	\$232.50/hr.
Saturdays	\$232.50/hr.	\$310.00/hr.
Sundays and Holidays	\$310.00/hr.	\$465.00/hr.

^{*}Regular time is eight work hours per day; overtime is any time over eight work hours per day.

Service maintenance agreements are available upon request. Ask your representative for details.

^{**} Excludes holidays.



Exclusion of Unauthorized Labor Charges

CCSI shall act as an independent contractor with respect to work performed by its representatives. When it is necessary, for any reason, to assign persons, tooling or other equipment to assist the representative, the purchaser shall bear this expense. CCSI will assume no responsibility and will accept no back charges for cost of labor, tooling, or equipment rental unless written authorization has been furnished by CCSI prior to the work.

CCSI shall not be responsible either by commission, or omission, for the acts or workmanship of the employees, contractors, subcontractors, or agents of the purchaser.

International Field Service Work

(All locations not included in the North America area)

All charges for International Field Service time are illustrated in (figure 2):

Any preparatory expense, such as visas, travel to obtain visas, etc. incurred by our field representatives will be invoiced to the customer issuing the purchase order.

No representative will be dispatched before a letter of credit is received.

The personal security of the representative is the responsibility of the customer. Reasonable housing and living standards must be provided.

Figure 2

Regular Time

Overtime

	Regular Time	Overtime
Standard Rates* (MonFri.)**	\$175.00/hr.	\$262.50/hr.
Saturdays	\$262.50/hr.	\$350.00/hr.
Sundays and Holidays	\$350.00/hr.	\$525.00/hr.



TERMS OF PAYMENT

Orders under \$20,000.00 with approved credit, terms are net 30 days from shipment; Orders over \$20,000.00 are 20% with order, due on receipt, 40% upon approval of drawings, due on receipt, 20% prior to shipment, due on receipt, 20% net 30 days

CANCELLATION/CHANGE

Orders may be cancelled only on condition buyer pays for every loss, cost or damage which seller may suffer as a result. Additional costs associated with buyer's requested changes, after acceptance of order, may be charged to the Buyer.

OUOTATIONS

All quotes expire on the 30th calendar day after date of quotation. Assuming shipment may be made within a normal 60 day period after day of acceptance. Should buyer require shipment to be made at a date later than would occur within this normal period or should seller be unable for any other reason beyond its control to ship within said normal period, seller reserves the right to invoice at the prices in effect at time of shipment. Seller reserves the right to correct any proven clerical or stenographic errors.

DELIVERY

Every reasonable effort will be made to meet shipment dates stated herein, but seller shall not be responsible for any delay or failure to deliver due to causes beyond its control, including, but not limited to, accidents, casualty, strikes or other labor disputes, acts of God, delays in transportation, government regulations and shortages.

RETURNS

No credit will be given for returns except by prior approval of seller at Rockford, IL. No special materials or equipment may be returned. No burner nozzle, burner block, or other parts directly exposed to flame, even for short periods, may be returned.

SHIPMENTS

Domestic Sales: All prices are F.O.B. Rockford, IL and the title to the goods passes to Buyer at that point. Buyer should state method of shipment preferred. Otherwise, seller will use its best judgment. Buyer assumes the risk of damage or loss in transit. If buyer gives a clean receipt for damaged goods or for shipment upon which there are shortages, seller is not responsible. Export Sales: All unit prices are Ex-Works. Any use of "FOB", "CIF", or other INCOTERMS will apply only to price and not to delivery or passage of title or risk of loss. Delivery of airway bills or other bills of lading before or after the Products arrive in the Territory will not affect the place of delivery or passage of title. The title passes to Buyer at port of entry in the Territory. Buyer shall arrange for shipment and assume risk of damage and loss in transit from its port of entry as designated in the purchase order.

TAXES

Buyer shall pay any present or future federal or state tax applicable. All Duties, Taxes, VAT are the responsibility of the buyer.

WARRANTY

For a period of one year from the date of shipment, seller warrants to buyer the goods and services provided to be free from defects in material and workmanship and to conform with the specifications in current published, technical data, when properly installed, carefully operated and carefully maintained. If within one year from shipment any of the goods fails to so conform, or is found to have been defective in material or workmanship when shipped, and within said period seller receives written notice thereof, such defective goods shall, at seller's option, either be repaired or replaced by manufacturers warranty, F.O.B. Rockford, IL. In any and all events buyer's remedies shall consist exclusively and solely of those above stated. Seller shall have no liability to buyer for any indirect or consequential damages or injury resulting from any defective or non-conforming goods. Seller disclaims all other warranties, expressed or implied, including but not limited to any warranty of merchantability or of fitness for use by the buyer or its customers.



WARNINGS

The improper installation or application of the goods; their use with improper wiring, piping, or ventilation; improper system design or engineering; inadequate inspection or testing; the lack of regular careful maintenance of both the goods and any equipment in connection with which the goods are used; the employment of insufficient or unqualified personnel; the lack of careful supervision, proper warnings, operating instructions, and safety precautions; the exposure of the goods to excessive heat, moisture, dust, dirt, corrosion, or any other deleterious condition, each constitutes a hazard which can result in loss of life, serious personal injury, heavy property or business damage, and buyer agrees with seller to itself take and require others to take all reasonable measures to avoid each such hazard. Buyer agrees to notify its customers or users of the product(s), as the case may be, of these warnings, and to deliver to its customers or users of the product(s) all written warnings provided with each product by seller. Additional copies of written warnings are available upon request.

INDEMNITY

In the event that any person, firm or corporation asserts any claim against seller arising out of any act or omission of buyer, or arising due to buyer's failure to notify of warnings or deliver warnings as set forth above, and provided that any such claim does not arise out of seller's negligence or any actionable defect in seller's product(s), then in either of such events buyer agrees to indemnify and save seller harmless from and against all liability, loss, cost and expense (including attorney fees) arising out of any such claim. In the event of any loss, injury or damage, buyer shall not itself, nor permit others to, dismantle, test or examine any of the goods without giving seller sufficient notice to be present and allowing such presence.

ENTIRE AGREEMENT

No purchase order shall be binding until acknowledged in writing by seller at Rockford, IL. Orders, or other documents, submitted by buyer modifying, adding to, or inconsistent with the terms and provisions herein contained, shall be deemed accepted by seller only on the condition that the rights of the parties shall be determined solely by the terms and conditions above, and in consummating any such order, seller shall be deemed not to have enlarged, modified, or changed its liabilities or obligations as above set out. This document contains the entire agreement between the parties and supersedes all prior statements of any kind by or between the parties. Acceptance of the goods shall constitute conclusive acceptance of these terms and conditions.

CONTROLLING LAW

The laws of Illinois shall control this proposal and all agreements. If any provision is deemed or declared to be invalid or unenforceable, all other terms and provisions shall remain in full effect.