

**C/VI STANDARD TERMS AND CONDITIONS
(FORM TC-2000)**

1. **GENERAL CONDITIONS:** Upon a favorable sales decision and purchase placement a sales order will be submitted as confirmation of the receipt by Centorr/Vacuum Industries, (hereinafter C/VI) of an order to sell the products or perform the services described herein but only on the terms and conditions set forth herein. The terms and conditions on the face of this sales order shall supersede and govern to the extent they are not consistent with the terms and conditions below.

A. AMENDMENTS

Amendments to the printed terms and conditions of this sales order must be in writing and signed by C/VI and Purchaser.

2. **PRICES/PAYMENT TERMS:** Unless otherwise agreed, prices here are F.O.B., ex-works or place of manufacture, and, therefore, are exclusive of freight charges, export fees, packing, insurance, taxes, duties, tariffs and other special items. All prices and other charges shall be paid in U.S. currency, according to New York exchange rates, free of all expenses to C/VI for collection charges.

Payment terms are stated on the face of this sales order and are subject to approval of credit; however when, in the opinion of C/VI, the financial condition of Purchaser renders it necessary, C/VI may, at any time prior to or during shipment or other performance hereunder, require partial or full cash payment, irrevocable letter of credit, or other reasonable payment assurances, C/VI may also, at any time and from time to time, in its sole discretion, limit or cancel the credit of Purchaser as to time and amount.

Failure of Purchaser to make any such payment or provide such assurances within ten (10) days after demand shall constitute a default under Paragraph 11.

No payment by Purchaser, or acceptance by C/VI of a lesser amount than shall be due from Purchaser to C/VI, or pursuant to a qualified endorsement shall be treated otherwise than as payment on account.

Purchaser shall pay to C/VI interest on any delinquent payment from the due date thereof until paid, at the rate of one and one half percent (1.5%) per month, and in addition to such interest if any such payment remains unpaid for ten (10) days or more, a late charge of ten percent (10%) of such overdue payment or such lesser amount as may be established by applicable law. The provisions of this paragraph are in addition to and not in lieu of any rights and remedies C/VI may have under other terms and conditions hereof or under law by reason of such nonpayment.

3. **TAXES:** Any present or future sales, use, privilege, occupation, excise, or other tax, custom, fee or charge of any nature whatsoever imposed by any governmental authority on the transaction set forth herein shall be paid by Purchaser. In the event that C/VI is required to pay such tax fee or charge, Purchaser shall reimburse C/VI here fore; or, in lieu of such payment, Purchaser shall provide C/VI promptly with an exemption certificate or other document acceptable to the relevant taxing authority.

4. **RISK OF LOSS:** Unless otherwise provided on the face hereof, the expenses of shipping and the risk of loss of the goods shall be borne by Purchaser from and after the F.O.B. point specified on the face hereof. At the F.O.B. point delivery to Purchaser shall be deemed complete. At its option, C/VI may by prior written notice to Purchaser, provide insurance covering loss of the goods up to delivery thereof to their destination. In such case, Purchaser shall reimburse to C/VI the cost thereof.

5. **SHIPPING:** The shipping schedule shall be computed from the date C/VI received Purchaser's order together with, if applicable, complete information, samples, or other items needed to proceed with the design, manufacture and test of goods ordered. The goods shall be shipped knocked down to the extent that C/VI considers it necessary for proper protection during shipment.

- A. C/VI shall not be liable for any loss or damage resulting from any delay in, or inability to complete manufacturing, delivery or installation of the goods or performance of the service referred to herein by reason of any cause not reasonably within the control of C/VI, including but not limited to the neglect, act or omission of Purchaser, Acts of God, labor difficulties, material shortages, or governmental act or authority.
- B. In the event of the occurrence of any such contingency, C/VI may, in its discretion, at any time and from time to time, postpone the delivery dates herein for a time equal to the time lost by reason of the delay or such other period of times as is reasonable under all the circumstances, or make partial delivery or cancel all or any portion of this and any previous contracts with Purchaser. C/VI reserves the right, in its discretion, to make allocations among its customers, except as may be prohibited by law.
- C. If, during the occurrence of any such contingency, C/VI holds any of the goods sold hereunder, C/VI may invoice the same and hold them for the account of Purchaser, and Purchaser hereby agrees to make payment when due of the invoice so rendered.
- D. C/VI shall in no event be liable for any special, indirect, or consequential damages arising from any delay in, or failure of, delivery, irrespective of the reason therefor.
- E. C/VI reserves the right to make delivery in installments of completed goods unless otherwise expressly stipulated herein. All such installments shall be separately invoiced and paid for when due without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligation to accept remaining installments. Claims for shortages or other errors in delivery must be made in writing within ten (10) days of receipt of the goods or if C/VI is to install the goods for Purchaser, then within ten (10) days of such installation, and failure to give such notice shall constitute unqualified acceptance and waiver of all such claims by Purchaser.
- F. If this sales order provides for installation of the goods referred to herein, Purchaser agrees to unload all equipment and place it adjacent to the place of installation, to assist as required in the installation, to prepare necessary foundations and supports, and to cut and patch walls, floors and ceilings where needed.
- G. Should C/VI incur additional costs because of the inability of Purchaser to accept delivery of the goods or to permit normal and unrestricted installation of goods, when such installation is required, such additional costs shall be reimbursed to C/VI by Purchaser.

6. **WARRANTY:** All equipment sold by C/VI, except as provided below, is warranted by C/VI for the period of twelve months, which period will commence upon shipment of the goods to be free from any defects in material and workmanship disclosed under normal use and service, provided such goods have been properly installed, maintained, and operate in accordance with C/VI's specifications for such goods. If Purchaser, within such period, notifies C/VI in writing of any claimed defect in any goods delivered by C/VI and such goods are found by C/VI after appropriate tests and inspection not to be in conformity with this warranty, C/VI will, at its option and expense, either repair the same or provide a replacement. With respect to services performed hereunder, C/VI's sole liability for any defect therein shall be to perform again, at C/VI's expense, such services. EXCEPT AS AFORESAID, C/VI MAKES NO WARRANTY OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER OR FURTHER WARRANTY, EITHER EXPRESS OR IMPLIED OR BY THE TRADE USAGE, IN CONNECTION WITH THE DESIGN, SALE, INSTALLATION, OR USE OF ANY OF THE GOODS REFERRED TO HEREIN, AND LIABILITY FOR THE WARRANTY MADE HEREIN SHALL, IN NO EVENT, EXCEED THE COST OF CORRECTING DEFECTS IN THE GOODS SOLD OR, AT C/VI'S OPTION, OF REPLACING SAME WITH NONDEFECTIVE GOODS.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE FOREGOING WARRANTY DOES NOT COVER, AND NO WARRANTY IS MADE WITH RESPECT TO:

- A. Failures not reported within the warranty period above specified.
- B. Failures or damage due to negligence (other than that of C/VI), accident, abuse, improper installation (other than installations made by C/VI), improper operation or abnormal conditions of temperature, moisture, dirt or corrosion.
- C. Goods which have been tampered with, repaired or altered by anyone other than an authorized representative of C/VI.
- D. Goods damaged in shipment or otherwise without the fault of C/VI.
- E. Expenses incurred by Purchaser in an attempt to correct or repair any alleged defect, unless approved by C/VI in writing.
- F. Components and other materials purchased by C/VI from other manufacturers and resold to Purchaser either in the form acquired by C/VI in assembly with other components and materials. As an accommodation to Purchaser, C/VI will, upon request of Purchaser, assign to Purchaser any rights it may have arising out of warranties given by any manufacturer of such components, materials or standard equipment purchased by C/VI and so resold to Purchaser.
- G. Any goods manufactured by C/VI in response to Purchaser's specifications therefore which go beyond the existing state of the art. C/VI assumes no liability for any failure of such goods so to meet such specifications.
- H. Failure or defects attributable to design or specifications requested by Purchaser.
- I. Specifications and dimensions shown in the quotation which are approximate and are subject to minor deviations or tolerances in accordance with industry standards.
- J. Such components which by their nature in normal usage of the goods in accordance with C/VI's specifications therefore, have a life expectancy shorter than the warranty period, referred to as "consumables", including but not limited to refractories, heating elements, radiation shields, load fixtures, load basket, retorts, thermocouples, gloves, seals, O-rings, sight glasses and pump fluids.

Any representation or warranty beyond that expressly contained herein, whether made prior to or subsequent to the date hereof, are not authorized by C/VI and shall

have no force of effect and shall not be binding upon C/VI.

7. **CANCELLATION:** The order as set forth herein is not subject to cancellation or to change by Purchaser in any respect without prior written approval by C/VI. In the event of any cancellation so approved, Purchaser shall pay to C/VI with thirty (30) days of such cancellation, charges computed according to the schedule of such charges expressly provided herein, if such schedule is provided, or if no such schedule is provided herein, all reasonable costs and expenses incurred prior to receipt of request for cancellation, including those incurred for all labor, supplies and materials, engineering work, services, pertinent overhead expenses, and all commitments made to C/VI's suppliers, subcontractors and others, plus a cancellation charge equal to twenty percent (20%) of the selling price for the goods or services canceled.
8. **RETURN OF GOODS:** No goods shall be returned without first obtaining authorization and shipping instructions from C/VI, unless C/VI specifically and expressly agrees otherwise. Freight forwarding, transportation and any other associated shipping costs and custom clearance charges shall be paid by Purchaser.
9. **PATENTS:** C/VI shall, at its expense, defend any suit or proceeding brought against Purchaser to the extent that it is based on a claim that any goods furnished hereunder infringe any United States patent, provided C/VI is notified in writing by Purchaser within ten (10) days after it has knowledge of such claim or after service of process in such infringement action, whichever is earlier, and is given authority, information, and assistance (at C/VI's expense), for defense of same, and C/VI shall pay all damages awarded therein against Purchaser on account of any infringement of any patents. In the event goods should, in C/VI's opinion, appear to infringe valid claims of such a patent, or in case any such goods in such suit are held to constitute infringement and the use thereof enjoined, C/VI shall, at its expense and option, either: (1) procure for Purchaser rights to continue using the infringing goods; (2) replace the infringing goods with non-infringing goods; (3) modify the infringing goods so that they become non-infringing; or (4) refund to Purchaser the price thereof, less depreciation. The foregoing states C/VI's entire liability for patent infringement by such goods. C/VI shall have no obligation to pay any sums in settlement of claims referred to in this paragraph if such settlement is made without the prior written consent of a duly authorized representative.

The preceding paragraph shall not apply to, and C/VI shall have no responsibility respecting, infringement (1) by use of goods furnished hereunder in a manner or for a purpose other than that specified herein or in C/VI's published literature or other materials furnished to Purchaser; (2) by alterations or additions to said goods by Purchaser; (3) by use of goods furnished hereunder in combination with other goods in a system not designed by C/VI; (4) by use of goods furnished hereunder for practice of a method not designed by C/VI; or (5) by any equipment manufactured by C/VI in accordance with the design or specification specified by Purchaser.

No license is granted or patent indemnity made and neither of the foregoing are to be implied with respect to the patent rights of third parties which pertain to methods or processes which may be performed by the goods furnished hereunder or to articles which may be manufactured by the user of such goods.

10. **TITLE RETENTION:** Notwithstanding that the goods referred to herein will be shipped F.O.B. C/VI's place of manufacture and that risk of loss will pass to Purchaser at such time as C/VI makes the goods available to the carrier, it is the intention of C/VI and Purchaser that the goods described herein and any goods added by amendments hereto are and shall remain personal property after installation, with title to and right to possession of said goods remaining with C/VI, with Purchaser having the right to title when the entire purchase price, whether represented by notes, open account or otherwise, is paid in cash. If contrary to such intention, title at any time prior to payment in full of the purchase price is construed or held to have passed to Purchaser, it is the intention of C/VI and Purchaser that C/VI shall have, and there is hereby granted to C/VI, in such event, a security interest in said goods and Purchaser will cooperate with C/VI in complying with all applicable laws and regulations ensuring C/VI's security interest in said goods for payment of any unpaid balance owing to C/VI and will, if requested, either prior to shipment or at any time when any part of the purchase price remains unpaid, give to C/VI in C/VI's usual form a financing statement or such other document as may be required to perfect such security interest, and without limiting the generality of the foregoing, the contract arising from this proposal, or copies hereof may be filed or otherwise used so to perfect such security interest.
11. **PURCHASER'S DEFAULT:** If, before the purchase price for the goods or services to be provided hereunder shall have been paid in full, Purchaser should default in payment of any amount due hereunder or breach any covenant herein, or file or have filed against it any petition or other proceeding for its receivership, bankruptcy or insolvency, or injure or remove the goods, or sell, pledge, or in any way transfer the goods or its interests in them, or suffer or permit any lien to be placed on them, or suffer or permit such goods to be seized on any writ or process of law:
 - A. the entire unpaid balance of the purchase price shall, at C/VI's option, become immediately due and payable without notice; and
 - B. without demand, C/VI may (1) enter the premises where the goods are located, take possession and remove the goods with or without legal process and retain all payments previously made as compensation for use or reduction in value thereof, or (2) C/VI may resell the goods at public or private sale; and in the case of a public sale, C/VI or any other person may purchase same. From the proceeds thereof, C/VI may pay or reimburse itself for all repossession, repair, storage, and selling expenses and attorney's fees and apply the remaining amount to any balance Purchaser owes C/VI; and
 - C. C/VI may recover any resulting deficiency from Purchaser as liquidated damages or otherwise provided, however, that no remedy given herein shall be applicable where not permitted by law; and
 - D. C/VI may defer shipment hereunder, and under any other contract with Purchaser until such default, breach or repudiation is removed, and
 - E. C/VI may cancel any undelivered portion of this or any other contract with Purchaser in whole or in part, in which event Purchaser shall pay C/VI cancellation charges in accordance with Paragraph 7 thereof; and
 - F. C/VI may at any time and from time to time (and irrespective of whether title may be held or construed to have passed to Purchaser on any terms of credit) sell all or any part of the goods for the account of Purchaser; and
 - G. C/VI may take possession of any goods Purchaser has failed or refused to receive, with the right to hold or sell the same, as above specified; and
 - H. C/VI may at its option effect a stoppage of goods in transit at the time of such default or occurrence, or at the time C/VI learns of such default or occurrence.So far as permitted by law, the rights and remedies given C/VI hereunder are cumulative and are in addition to any and all other remedies C/VI may have hereunder or by law.
12. **LIABILITY:** EXCEPT AS EXPRESSLY PROVIDED ELSEWHERE HEREIN, PURCHASER AGREES THAT C/VI SHALL IN NO EVENT BE LIABLE FOR ANY LOSSES, COSTS, EXPENSES, LIABILITIES, AND DAMAGES. INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR PROFITS, DAMAGE TO PERSONS OR PROPERTY, ALL LIABILITIES OF PURCHASER TO ITS CUSTOMERS OR THIRD PERSONS, AND ALL OTHER SPECIAL OR CONSEQUENTIAL DAMAGES, EITHER DIRECT OR INDIRECT, AND WHETHER OR NOT RESULTING FROM, OR CONTRIBUTED TO BY THE DEFAULT OR NEGLIGENCE OF C/VI, ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS, WHICH MIGHT BE CLAIMED AS A RESULT OF THE USE OR FAILURE OF GOODS DELIVERED HEREUNDER OR FROM ANY OTHER CAUSE WHATSOEVER.
13. **INDEMNITY:** Purchaser shall indemnify C/VI against and hold C/VI harmless from, any and all claims, actions, proceedings, expenses, damages and liabilities, including reasonable attorney's fees, arising from or in connection with any contract resulting from this proposal, or from Purchaser's possession, use, maintenance or repair of the goods which are the subject hereof except as otherwise expressly provided here or by applicable law.
14. **CONFIDENTIAL INFORMATION:** All specifications, drawings, designs, data, information, ideas, methods, patterns and/or inventions, made, conceived, developed, or acquired by C/VI, incident to procuring or carrying out any contract resulting from this sales order shall be the property of C/VI and will be furnished to Purchaser only to assist Purchaser, and such disclosures will be made only on a confidential basis and in no way shall impair the confidential nature thereof. Purchaser shall not, at any time, disclose, or cause or permit any employee, agent or affiliated, controlled or controlling entity of Purchaser, to disclose to any person, firm or corporation, or use for its own or their benefit, other than in the performance of the obligations of this sales order or in the use of the goods being sold hereunder, such specification, drawings, designs, data, information, ideas, methods, patents and/or inventions or any information concerning the business affairs of C/VI which may from time to time specify as being confidential. Upon cancellation of the sales order as hereinabove provided, the Purchaser will promptly return to C/VI any specifications, service data, instructions, or any other information of materials furnished by C/VI.
15. **WAIVER:** No waiver by a party shall be effective unless in writing and signed by a duly authorized representative of that party. No waiver shall be inferred from a party's conduct.
16. **SEVERABILITY:** If any portion or provision hereof shall to any extent be invalid or unenforceable, the remainder hereof or the application of such portion or provision in circumstances other than those in which it is held invalid or unenforceable shall not be affected thereby, and each portion or provision hereof shall be valid and enforceable to the fullest extent permitted by law.
17. **ARBITRATION:** All disputes, controversies, or differences which may arise out of or in relation to any aspect of this order, or any breach hereof, or any default hereunder which cannot be resolved by the parties shall be resolved by one or more arbitrators; in accordance with the then applicable rules of the American Arbitration Association. Arbitration proceedings shall be held in the principal city in the United States closest to the facility of C/VI in which the goods are to be manufactured, or from which services are to be furnished. The arbitrator sitting in any such proceedings shall have co-power to alter or modify any express provisions hereof or to render any award which by its terms effects any such alteration or modification.

The expenses and fees of any such arbitration proceedings shall be borne equally by C/VI and Purchaser. The award of the arbitrator or arbitrators shall be final and binding upon the parties, and judgment upon any such award may be entered in any court having competent jurisdiction.

18. **CAPTIONS:** The captions herein are for convenience and reference only and shall not be used to explain or modify the meaning thereof.
19. **GOVERNING LAW:** The contract resulting from this order shall be governed and construed according to the laws of the place in which the facility of C/VI in which the goods are to be manufactured or from which the services are to be furnished is located.
20. **ASSIGNMENT:** This order may not be assigned without the written approval of duly authorized representatives of both C/VI and Purchaser, except that it may be assigned without such approval to a person, firm or corporation controlling or controlled by C/VI or acquiring all or substantially all of the business and assets of C/VI which relate or pertain to the goods or services which are the subject hereof.
21. **NOTICES:** Whenever by the terms hereof, notice, demand or other communication shall or may be given by one party to the other, it shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, or by facsimile or telegram, addressed to the party for which it is intended at the address herein above provided, or at such address or addresses as either party shall designate by like notice to the other.
22. **FORCE MAJEURE**
C/VI shall not be responsible for any loss or damage due to delay in or prevention of the performance of its obligations under this order, if such delay or prevention results from any causes beyond its reasonable control including but not limited to: Acts of God, such as storms, floods, earthquakes, etc.; or Civil disturbances, such as riots, revolutions, rebellions, insurrections; or Accident or disruptions, such as fires and explosions; or Strikes, lockouts, sabotage; or regulations of governmental authority, such as war, embargoes, or quarantines.
In the event of delay resulting from any such causes, the date for performance hereunder shall be extended by a period of time reasonably required to overcome the effect of such delay. C/VI shall give notice to the Purchaser in writing of the occurrence or any event that may result in such occurrence. C/VI will cooperate with the Purchaser in order to minimize any such delay.
At the request of the Purchaser, C/VI shall promptly furnish the other Party with documentary evidence of such acts or occurrence substantiating the cause for delay. In the event of disagreement between the Parties as to the nature, extent or effects of a delay, the Parties will confer and, if possible, reach agreement. If the Parties are unable to agree, settlement shall be made on the basis of paragraph 17 Arbitration.



WARRANTY, MANUALS, CHECKOUT AND FIELD SERVICE WARRANTY FORM C/VI-107

All equipment sold by Centorr/Vacuum Industries, (hereinafter "C/VI") except as provided below, is warranted by C/VI for the period of twelve months, which period will commence upon date of shipment or invoicing whichever occurs first, to be free from any defects in material and workmanship disclosed under normal use and service, provided such goods have been properly installed, maintained and operated in accordance with C/VI's specifications for such goods. If Purchaser, within such period, notifies C/VI in writing of any claimed defect in any goods delivered by C/VI and such goods are found by C/VI, after appropriate tests and inspection, not to be in conformity with this warranty, C/VI will at its option and expense either repair the same or provide a replacement for installation at Purchaser's expense. With respect to services performed hereunder, C/VI's sole liability for any defect therein shall be to perform again, at C/VI's expense, such services. EXCEPT AS AFORESAID, C/VI MAKES NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER OR FURTHER WARRANTY, EITHER EXPRESS OR IMPLIED OR BY TRADE USAGE, IN CONNECTION WITH THE DESIGN, SALE, INSTALLATION, OR USE OF ANY OF THE GOODS REFERRED TO HEREIN, AND LIABILITY FOR THE WARRANTY MADE HEREIN SHALL IN NO EVENT EXCEED THE COST OF CORRECTING DEFECTS IN THE GOODS SOLD OR, AT C/VI'S OPTION, OF REPLACING SAME WITH NONDEFECTIVE GOODS.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE FOREGOING WARRANTY DOES NOT COVER, AND NO WARRANTY IS MADE WITH RESPECT TO:

- A. Failures not reported within the warranty period above specified.
- B. Failures or damage due to negligence (other than that of C/VI), accident, abuse, improper installation (other than installation made by C/VI), improper operation or abnormal conditions of temperature, moisture, dirt or corrosion.
- C. Goods which have been tampered with, repaired or altered by anyone other than an authorized representative of C/VI.
- D. Goods damaged in shipment or otherwise without the fault of C/VI.
- E. Expenses incurred by Purchaser in an attempt to correct or repair any alleged defect, unless approved by C/VI in writing.
- F. Components and other materials purchased by C/VI from other manufacturers and resold to Purchaser either in the form acquired by C/VI or in assembly with other components and materials. As an accommodation to Purchaser, C/VI will, upon request of Purchaser, assign to Purchaser any rights it may have arising out of warranties given by any manufacturer of such components, materials or standard equipment purchased by C/VI and so resold to Purchaser.
- G. Any goods manufactured by C/VI in response to Purchaser's specifications therefore which go beyond the existing state of the art. C/VI assumes no liability for any failure of such goods so to meet such specifications.
- H. Failure or defects attributable to design or specifications requested by Purchaser.
- I. Specifications and dimensions shown in this quotation which are approximate and are subject to minor deviations or tolerances in accordance with industry standards.
- J. Such components which by their nature in normal usage of the goods in accordance with C/VI's specifications therefore, have a life expectancy shorter than the warranty period, referred to as "consumables," including but not limited to refractories, heating elements, radiation shields, load fixtures, load basket, retorts, thermocouples, gloves, seals, O-rings, sight glasses and pump fluids, and normal wear items.

Any representation or warranty beyond that expressly contained herein, whether made prior to or subsequent to the date hereof, are not authorized by C/VI and shall have no force or effect and shall not be binding upon C/VI.

INSTRUCTION MANUALS & DRAWINGS

Two sets of drawings and instruction manuals covering installation, operation and maintenance complete with replacement part schedules will be supplied with the equipment.

FACTORY CHECKOUT

Unless otherwise noted, the equipment will be fully assembled and operated as a complete system in our plant prior to shipment. Customer personnel are invited to attend factory checkout tests to familiarize themselves with the arrangement and operation of the system. After test the equipment will be disassembled to the extent required to pack safely for the mode of transport indicated.

FIELD SERVICE

Installation labor and related expenses are borne by the customer. Qualified field service engineers are available for post-installation checkout, supervision of initial start-up, and instruction of operating personnel at hourly or daily rates effective at the time, plus travel and reasonable living expenses.

55 Northeastern Boulevard, Nashua, NH 03062 U.S.A.
Tel: 603-595-7233 or Toll Free 800-962-8631
Fax: 603-595-9220
www.centorr.com



FIELD SERVICE
TERMS AND CONDITIONS
FSTC2017

A. PAYMENT TERMS AND CONDITIONS:

1. All prices are in US Dollars and are firm for thirty (30) days from the date of quotation and are F.O.B. Nashua, NH, unless specified otherwise in our proposal.
2. All state and local taxes are to be paid by the Buyer.

B. INSTALLATION AND SUPERVISION:

1. **Centorr/Vacuum Industries, LLC.** will provide the services of a qualified field service engineer according to the following schedule, based on a forty (40) hour work week, Monday through Friday, eight (8) hours per day, including travel time.
2. Field Service rate is one hundred fifty dollars (\$150.00) per hour, plus all travel and living expenses.
3. Overtime rate is one and one half (1-1/2) times the hourly equivalent of the field service daily rate.
4. Work performed on Sundays and Holidays is twice the field service daily rate.
5. Travel and living expenses are billed as follows:

☞ **Air Travel** - Economy class at cost. (Overseas travel - Business class at cost)

☞ **Car Rental** - At cost - plus cost of gasoline.

☞ **Company or Personal Car** - .535 cents/mile.

☞ **Hotel and Meals** -

Hotel: *Charged at cost*

***Meals:** *Charged at cost, \$30.00/per diem Domestic - \$40.00/per diem International*

**Receipts will be provided for anything over the per diem rate as noted above.*

☞ **Travel Time** - \$125.00/hr. Monday-Friday - \$187.50/hr. Saturday, Sunday & Holidays

☞ **Bus and/or Train Fare** - At cost

6. Copies of receipts for airfare, car rental, gasoline purchases and hotels will accompany invoices upon request.



FIELD SERVICE
TERMS AND CONDITIONS
For Work Performed in Canada
FSTC2017

A. PAYMENT TERMS AND CONDITIONS:

1. All prices are firm for thirty (30) days from the date of quotation and are F.O.B. Nashua, NH, unless specified otherwise in our proposal.
2. All state and local taxes are to be paid by the Buyer.

B. INSTALLATION AND SUPERVISION:

1. **Centorr/Vacuum Industries, LLC.** will provide the services of a qualified field service engineer according to the following schedule, based on a forty (40) hour work week, Monday through Friday, eight (8) hours per day, including travel time.
 - a) Field Service rate is one hundred fifty five dollars (\$155.00) per hour, plus all travel and living expenses.
 - b) Overtime rate is one and one half (1-1/2) times the hourly equivalent of the field service daily rate.
 - c) Work performed on Sundays and Holidays is twice the field service daily rate.
 - d) Travel and living expenses are billed as follows:
 - ☞ **Air Travel** - Economy class at cost. (Overseas travel - Business class at cost)
 - ☞ **Car Rental** - At cost - plus cost of gasoline.
 - ☞ **Company or Personal Car** - .535 cents/mile.
 - ☞ **Hotel and Meals** -
 - Hotel:** *Charged at cost*
 - *Meals:** *Charged at cost, \$30.00/per diem*
 - *Receipts will be provided for anything over the per diem rate as noted above.*
 - e) Copies of receipts for airfare, car rental, gasoline purchases and hotels will accompany invoices upon request.