



Maxim Silencers
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Maxim Silencers Standard Service Policy

Maxim Silencers offers to supply the services of a qualified representative to advise and assist purchaser in start-up, training and servicing of Maxim Silencers equipment subject to the following conditions and rates. A purchase order with acceptable terms must be received prior to dispatching a service representative.

1. Conditions

- A. The equipment shall be installed and placed in operation at the expense of the purchaser.
- B. Upon request of the purchaser, Maxim Silencers will furnish the services of a service supervisor to advise and assist the purchaser in the installation, start-up or repair of the equipment. Purchaser shall furnish safe and proper working conditions and safe storage for any special tools. The purchaser shall at no expense to Maxim Silencers furnish all necessary help, labor, cranes, cribbing, steam, electricity, water, and such other materials and/or supplies as are required to install and operate the equipment in accordance with Maxim Silencers' recommended operation conditions.
- C. Maxim Silencers shall not be responsible for material and/or equipment furnished by the purchaser or for acts or failures of acts of personnel furnished by the purchaser.
- D. Maxim Silencers shall not in any event be held liable for any special, indirect or consequential damages as a result of equipment malfunction.

2. Service supervision rates

- A. Domestic (including Alaska, Hawaii, Canada, Mexico, Bahamas, Puerto Rico and Virgin Islands)
 - i. At the rate of \$1,000.00 for each normal eight-hour day worked or spent in travel to and from the job site, plus all travel expenses of the service supervisor from the time of leaving base location until return, and all shipping charges of any special tools and/or material at actual cost.
 - ii. Hours worked or spent in travel in excess of the normal eight-hour day, Monday through Friday, and all hours worked or spent in travel on Saturday, Sunday and holidays will be billed at rate of \$240.00 per hour.
 - iii. The minimum billing for less than four hours worked or spent in travel will be 50% of the normal daily rate. The minimum billing for more than four hours but less than eight hours worked or spent in travel will be for the full daily rate.
 - iv. The time when a supervisor is ready, willing and able to work at the job site even though his services are not in fact, utilized shall be considered to be time worked for the purpose of this paragraph.
- B. Foreign (all areas not included in item 2, paragraph A, above)
 - i. At the rate of \$1300.00 for each normal eight-hour day worked or spent in travel to and from the job site, plus all travel expenses of the service supervisor from the time of leaving base location until return, and all shipping charges of any special tools and/or material at actual cost.
 - ii. Overtime, minimum billing and work period same as outlined under section (iii), and (iv) except base rate of \$1,300.00 would apply.
- C. Special engineering services for technical consultation, field testing, etc. requiring a design engineer.
 - i. at the rate of \$1,500.00 per day domestic (see section 2, paragraph A) and \$1,700.00 per day foreign (see section 2, paragraph B.)
 - ii. time spent in travel to and from jobsite plus all travel expenses of engineering supervisor from the time of leaving base location until return and all shipping tools, instruments, and/or material will be for purchasers account.

3. Other unusual expenses, i.e., time and expense of securing passports, inoculations, entry and exit fees, local income or other taxes, telephone and fax and all other expenses incurred in connections with job site location or work will be for the account of the purchaser.

4. Maxim Silencers shall not be liable for loss of damage due to delays in furnishing the services or in the work resulting from any cause beyond Maxim Silencers reasonable control, including but not limited to, compliance with any government regulations, orders or instructions, acts of God, acts of omissions of purchaser, acts of civil or military authority, fires, strikes, war, riot, or delays in transportation. No allowance for repairs or alterations without written Maxim Silencers consent or approval.

Maxim Silencers reserves the right to change, modify, add or remove portions of these rates and policies at any time and without notice. We will honor outstanding quotes for service for thirty (30) days from the date quoted. Prices are in U.S. dollars.