



If the Contract or Purchase Order provides that **Marsh Instrumentation Ltd.** (also referred to as MARSH) shall provide Engineering Services, erection, installation, or service the equipment or shall assist with the erection or installation, the work shall be performed under the following terms and conditions:

CHARGES FOR SERVICES

Charges for Services shall include Work Time, Travel Time and Standby Time in accordance with the following schedule and conditions.

- (a) **Work Time:** - Shall include all hours that **MARSH** service personnel are on the Purchaser's job site, either working or ready for work and shall be payable at the applicable, specified rates.
- (b) **Travel Time:** - Shall include time spent by **MARSH** service personnel in traveling between their customary headquarters and the Purchaser's job site and in returning (including travel occurring on Saturdays, Sundays and Holidays).
- (c) **Standby Time:** - Shall include all time that **MARSH** service personnel are available for work at the Purchaser's job site, whether on the job site or not, up to a maximum of eight (8) hours a day, between the hours of 8:00 a.m. and 4:30 p.m., Sunday through Saturday, including Holidays if availability has been requested by the Purchaser. Standby Time shall be paid for at the applicable rate; Standby Time preceded and/or followed by Work Time is cumulative in determining Overtime.
- (d) **Straight Time Rate:** - This rate shall be paid for any time worked on a regular schedule of eight (8) hours per day, Monday through Friday.
- (e) **Overtime Rate:** - This rate shall be paid for any time worked in excess of eight (8) hours per day, Monday through Friday and for any time worked on Saturdays, Sundays, and Holidays. Holidays shall be those observed in the locality where the work is to be performed.
- (f) Call Out – Minimum time charged for a call out is four (4) hours at the applicable rate.
- (g) Long term resident service contracts available per quote.

CHARGES FOR EXPENSES

Purchaser will pay for all traveling and living expenses and all other expenses for each **MARSH** employee incidental to the work.

LIABILITY AND INSURANCE

MARSH will maintain Workmen's Compensation insurance to cover injuries to the employees of **MARSH** and assume payment of any unemployment compensation benefits and payroll taxes relating to such employees.

The Purchaser agrees that **MARSH** shall, under no circumstances be liable to the Purchaser or to the Purchaser's agents, servants, employees or customers or to any third party whatsoever, for any damages or losses, whether direct, indirect, consequential, suffered or incurred by them whether resulting directly or indirectly from work done or failed to be done by **MARSH**, its agents, servants, contractors or employees however caused and whether resulting from the malfunction, negligent operation, or unsuitability of equipment or through any negligence whatsoever of **MARSH**, its agents, servants, contractors or employees. It being hereby understood and agreed by the Purchaser that all work carried out hereunder shall be done at the sole risk of the Purchaser notwithstanding any provisions to the contrary herein contained or any other provisions to the contrary either expressed or implied in law or equity.

TAXES

The Purchaser shall pay to **MARSH**, in addition to the service charges set forth herein, the amount of all sales, use or other taxes that may be imposed upon this transaction by the Federal Government or any Provincial Government, or any subdivision, but only when **MARSH** is required by law to collect or pay such taxes.

GENERAL

- a) If the work of a **MARSH** employee is postponed or suspended by the Purchaser, or is delayed or does not proceed with reasonable dispatch, due to no fault of **MARSH**, **MARSH** may withdraw him/her and return a service person to the job when needed and available, and any additional costs (including travel time and expenses) incurred by **MARSH** because of early contract termination and returns are subject to a 25% penalty of full contract value.
- b) For unit items that are deleted from a Fixed Price or Lot Price Contract for repair, calibration or refurbishment, Marsh will issue a credit of up to 25% on individual items up to a maximum of 10% of the associated contract price.
- c) **MARSH'S EMPLOYEES** will present the Purchaser, at the end of each week or at the completion of the job, if less than one (1) week, their service report on which will be indicated the number of hours spent on site and the nature of the work performed. It is desired that a customer representative signs these reports certifying correctness prior to departure of **MARSH'S** employees. Should no customer representative be available at that time, the report shall be accepted as certified by the customer. **MARSH** maintains ownership of all products until full payment is received.
- d) Recognizing that **MARSH**, all its agents, servants, contractors or employees of **MARSH** are contractually restricted from working for clients of **MARSH** for a period of one year after leaving **MARSH'S** employ, the customer agrees not to employ or engage the services, directly or indirectly, of any person now employed by **MARSH** for a period of one year from the date of job completion. In the event the customer hires a Marsh employee in contravention of this paragraph, customer shall pay Marsh a placement service fee of \$40,000.00.
- e) **MARSH** warrants that all workmanship, material and repair provided by **MARSH** is free from defects. After completion of field service **MARSH** will respond during regular hours at no charge to the customer for a period of 14 days if deemed warranty by **MARSH**. Refer to MI-1159 for defined coverage. Other Manufacture warranties are not covered by **MARSH** and are subject to OEM warranty policies. Travel expenses are not included under warranty unless defined by service contract.
- f) In the event any of this work is eligible for SR and ED tax credit, we Marsh Instrumentation Ltd. reserve the rights to these credits.
- g) INSPECTION – **MARSH**. Marsh agents or Marsh client to have free access during regular work hours during performance of the contract to inspect and verify the work performed including associated contract documents and procedures to ensure compliance to contract.

MARSH INSTRUMENTATION LTD.

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