



**ENGINEER, TESTING, AND FIELD SERVICES**

The following engineering services and testing are available to customers requiring services of Ceilcote Air Pollution Control personnel in connection with Ceilcote Air Pollution Control manufactured equipment and/or pilot system rental. These charges shall apply in those cases where services are not included as part of the equipment cost but stated as a breakout item. In addition, the charges will also apply where repair work, engineering consultation, etc. are accepted by a customer in conjunction with current or previous equipment order.

**PRICING**

POSITION	TYPE OF SERVICE	NORMAL SERVICE*	EMERGENCY & INTERNATIONAL SERVICE
Service Specialist	Pilot Equipment Assistance Start-Up/Installation Assistance Service Call	\$950.00/man-day	**
Process Engineer	Calculations Data Analysis Report Writing	\$1000.00/man-day	**
Senior Engineer		\$1100.00/man-Day	**

**TERMS AND CONDITIONS**

All rates apply to each work day (Monday thru Friday) the technician is away from the home office. Rates do not include living and travel expenses (air fare and car rental), which will be charged at cost. Standard overtime charges will be billed at \$150.00 per man-hour for service specialist, \$175.00 per man-hour for process engineers, and \$225.00 per man-hour for senior engineers. Should these services be required for a Saturday, rates would be 1.5 times standard; for Sundays or holidays, the rates would be 2 times standard. Ceilcote Air Pollution Control, if requested by the customer, will engage the services of professional chemical laboratories and independent testing firms. The charge for these services is available upon request.

If travel to and from the jobsite is required the day before or after these services, the travel time will be charged at the standard hourly rate for the specific service category, defined above.

\* Rates assume a minimum of three (3) weeks notice for scheduling. Scheduling will occur only after receipt of purchase order.

\*\* Call factory for rates. For international services, flights of more than 5 hrs. will be booked on business class and stays at first rate hotels.

**CUSTOMER LIABILITY**

The customer shall also be liable and responsible for the safety of all personnel operating or performing other work functions or duties connected with the system. Safety precautions supplied by Ceilcote Air Pollution Control must be strictly adhered to.

**ALL PRICES SUBJECT TO CHANGE WITHOUT NOTICE**

**STANDARD CONDITIONS  
FOR  
FIELD SERVICE**

**DEFINITION OF FIELD SERVICE:** Field Service is engineering and technical guidance, advice, and counsel that is based upon current engineering, manufacturing, installation, and operating practices and knowledge of and related to the equipment involved as may be used in work performed by others. Field Service excludes any supervision, management, regulation, arbitration and/or measurement of the Purchaser's personnel, agents, or contractors and any work related thereto. Field Service also excludes any responsibility for the planning, scheduling, monitoring or management of the work.

**SALES AND SIMILAR TAXES:** Prices quoted by Ceilcote Air Pollution Control (CAPC) do not include sales, use, excise, value-added or similar taxes. Consequently, in addition to the prices specified herein, Purchaser shall pay, or reimburse CAPC for, the gross amount of any present or future sales, use, excise, value-added or other similar taxes applicable to the price, sale or furnishing or any services or products hereunder, or to the use of such services or products by CAPC or Purchaser, or, in lieu thereof, Purchaser shall provide CAPC with tax-exemption evidence acceptable to the taxing authorities.

**PAYMENT:** Unless specifically modified and agreed to in writing by CAPC's authorized representative, invoices for any services and/or products provided for hereunder shall be payable in full, by Purchaser

**WARRANTY:** CAPC warrants to Purchaser that the Field Service will be performed in a competent manner. Subject to the limitation of the liability clause below, CAPC will reperform any portion of the service that does not meet this warranty standard and will correct the associated service report accordingly if so notified in writing within one year after Purchaser's receipt of the report.

CAPC does not warrant the accuracy of the performance results of any of the conclusions or recommendations provided in the service report nor does CAPC warrant that any desired objective will result from the work performed hereunder.

The foregoing shall constitute the sole responsibility of CAPC and the exclusive remedy of the Purchaser and shall be in lieu of all other warranties, express, implied or statutory.

**LIMITATIONS OF LIABILITY:** (a) CAPC's liability on any claims of any kind, whether based on contract, indemnity, warranty, tort (including negligence) or strict liability, or otherwise, for any loss or damage arising out of, connected with, or resulting from a contract for CAPC's service between CAPC and Purchaser, or from the performance of breach thereof, or from any services covered by or furnished under such contract, shall in no case exceed the service contract price allocable to the equipment giving rise to the claim, and shall terminate one year after completion of the contracted service. (b) In no event, whether based on contract, warranty, tort (including negligence) or otherwise, shall CAPC or its suppliers be liable for special, incidental, exemplary or consequential damages including, but limited to, loss of profits or revenue, loss of use of the equipment or any associated equipment, cost of capital, cost of purchased power, cost of substitute equipment, facilities or services, downtime costs, or claims of customers of Purchaser for such damages. (c) In no event shall CAPC be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects inherent to the design of the equipment. (d) The invalidity, in whole or in part, of any of the foregoing paragraphs of this article will not affect the remainder of such paragraphs or any other paragraph of this article.

**COMPLETE AGREEMENT:** Any contract for service between CAPC and Purchaser shall include these conditions which shall constitute the complete agreement between the parties, and no modifications, amendment, rescission, waiver or other change shall be binding on CAPC unless assented to in writing by CAPC's authorized representative.

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