#### **World Headquarters**

9201 Fairbanks N. Houston Road / Houston, Texas 77064 P.O. Box 40788 / Houston, Texas 77240-0788 Tel: 281-890-8300, Fax: 281-890-3947

# Control Flow, Inc. Standard Field Service Rates & Conditions Calendar Year 2017

(No Change from 2014-2016 Rates)

DOMESTIC (Continental USA)		INTERNATIONAL Surcharges	
Service	US\$1600.00/Day*	Service	US\$450.00/Day*
Technician/Representative	Per Diem US\$100.00/Day*	Technician/Representative	Per Diem US\$ 50.00/Day*
Engineer	US\$ 2395.00/Day*	Engineer	US\$450.00/Day*
	Per Diem US\$100.00/Day*		Per Diem US\$50.00/Day*
Control/Electronics	US\$2900.00/Day*	Controls/Electronics	US\$450.00/Day*
Technician/Engineer	Per Diem US\$100.00/Day*	Technician/Engineer	Per Diem US\$50.00/Day*

<sup>\*</sup>All Service/Travel Days are Based Upon A Service Work Day, Not to exceed a 12 hour period per each 24 hour calendar period, seven days a week.

#### HAZARDOUS COUNTRY CHARGES

Additional Hazardous Duty Charges for CFI personnel, in countries that are engaged in armed conflict or with hostile and/or unstable civil conditions may apply at the discretion of Control Flow, Inc. and will be quoted on a case by case basis. Such charges will not include or provide for any additional security provision that may be required for CFI personnel in the specific country where service will take place.

#### **GENERAL PROVISIONS**

The following terms and conditions apply to all customer services rendered in the field, including warranty service performed on site at the request of the customer.

- 1. Unless otherwise agreed in writing by Control Flow, Incorporated ("CFI"), all labor, parts, tools, instruments and materials necessary for accomplishing the work of installation, commissioning, start-up or maintenance must be provided by the customer. CFI will provide technical assistance only.
- 2. Where CFI is requested to supply parts or supplies, all such materials supplied by CFI in connection with field service work performed will be billed to the customer pursuant to CFI's Standard Terms and Conditions of Sale
- 3. All charges (Service and Travel days) for field service personnel will be billed from the time of departure until the return to the service office. Travel and service days are based on a maximum of 12 hours per calendar day. Estimates provided prior to service are approximate and all service will be billed at CFI's prevailing rates in effect at the time the work is performed.
- 4. Time spent by CFI personnel waiting "On Call" or "Stand By", in the site area, will be considered service time and billed at the appropriate service rate.
- 5. While on a customer location, it is imperative to maintain the safety of customer, contractor and CFI personnel and equipment assets. To achieve this, and as a general rule, no CFI service personnel should be required to work more than twelve (12) hours of any twenty-four (24) hour day. Should service job requirements result in service workloads that exceed the 12 in 24 period, additional CFI service personnel should be scheduled by the customer. (See "Service Limitations" section below)
- **6.** When a CFI service tech is required to stay on an offshore vessel or rig that has quarters and/or facilities that do not meet U.S. general industry living standards a surcharge equal to 50% of the applicable daily service rate will be charged.

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- 7. Customer agrees to accept CFI's statement of time and expenses based upon CFI's signed service ticket and in accordance with CFI Field Service Rates and Conditions in effect at time of service.
- 8. Any cost for customer required rig safety/survival training or certification will be billed to customer as applicable.

# **PER DIEM**

International Onshore: While staying in hotel and on travel days= \$150.00 /day International Partial Per Diem: While staying on or at a client Facility= \$35.00/day Domestic U.S. Onshore: While staying in hotel and on travel days= \$100.00 /day

Domestic U.S. Partial Per Diem (Onshore or Offshore): While staying on or at a client Facility= \$25.00/day

- 1. All travel expenses excluding air, rail, taxi, car rental, airport parking or shuttle service and lodging (hotels) will be charged on a Per Diem basis. These per diem charges will include personal meals, laundry, and local transportation via public conveyances, standard cell phone charges and travel incidentals. Rates for International and Domestic U.S. Per Diem will apply accordingly.
- 2. Partial Per Diem charges for International Offshore will apply for days that include overnight stays on offshore vessels and rigs with industry standard personnel quarters and meal facilities. These per diem charges will cover International Cellular Phone Access.
- 3. Partial Per Diem charges for Domestic Offshore, when a CFI company vehicle is not utilized to travel to the client's dock or heliport for transportation to the job location, will apply for days that include overnight stays on offshore vessels and rigs with industry standard personnel quarters and meal facilities. These per diem charges will cover Cellular Phone Charges.
- 4. When a CFI service tech is required to stay on an offshore vessel, rig or other client facility that has quarters and/or facilities that do not meet U.S. general industry health and living standards a surcharge equal to 50% of the applicable daily service rate will be charged to in addition to the Per Diem charge.

### OTHER TRAVEL AND LIVING EXPENSES

- 1. All travel expenses including any required Visas, medicals exams and certificates and immunizations/shots and all associated travel cost to obtain any Visa; air travel to and from the job site; ground transportation between cities or distant locations; car rental and lodging (hotels), will be billed to the customer at the actual cost incurred plus 15%. Per Diem in accordance with CFI Per Diem charges will also apply.
- 2. Vehicle Charge for travel by CFI vehicle will be billed at the rate of \$2.00 (US) per miles.
- 3. Cost of travel time by CFI service personnel will be charged at the daily service rate portal to portal (from the time such personnel depart their home base location and return to same locations.)
- 4. Business class air travel service is required for all CFI service personnel for all air travel time in excess of six (6) hours. If business class for such travel is not available, then a \$1000.00 per travel day surcharge will be added to travel cost for flights in excess of six (6) hours duration.
- 5. All travel days are considered to be for 12 hour duration. Travel time exceeding 12 hours will be charged as an additional day for each subsequent 12 hour period of travel.
- 6. Airline travel charges as applicable for baggage, weight charges, meals, seats, fuel surcharges, reservation changes and charges will be charged to the client at actual amount plus 15%.

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# MINIMUM APPLICABLE CHARGES, TRAVEL DAYS AND HOLIDAY CHARGE RATES

- 1. Minimum billing for all field service is based upon a 12 hour work day Charges will be in US Dollars at applicable service rate. In the case of international travel, travel exceeding 12 hours in any 24 hour period, will be charged as an additional day of travel.
- 2. Holiday premium of an additional 100% will be applied to the service rate for standard National (U.S.) holidays and 200% for Thanksgiving, Christmas and New Years.

# <u>SERVICE LIMITATIONS AND PAYMENT REQUIREMENTS</u> (Re. international service, extended service periods, and taxes)

- 1. All service performed by CFI service personnel is limited to a maximum of four (4) consecutive work weeks/twenty-eight (28) days, at which time Service Techs are to be rotated back to their home base. The CFI client will be responsible for the cost for all transportation expense for replacement and returning CFI service personnel. Any exception to this policy must be agreed in writing by CFI in advance and is subject to a higher service day rate of daily rate plus 25%.
- 2. All payment for services rendered will be billed and payable in U.S. dollars. At the option of CFI, purchasers of services rendered outside of the Continental United States must establish an irrevocable Letter of Credit confirmed by a United States bank acceptable to CFI providing for payment to CFI against invoices issued for service performed and costs incurred or pay a CFI approved estimated amount for the services and cost required.
- 3. All services are billed net of excise taxes, other sales tax or withholding taxes of any kind whether imposed by the U.S. or a foreign government. Customer will be responsible for any additional costs incurred for local taxes of any kind. Customers are advised to notify CFI in advance if any such tax or tariff will be assessed by any local authorities outside of the State of Texas.

#### **DISCLAIMER OF WARRANTY**

Customer agrees that CFI is providing technical assistance only. No warranties expressed or implied, are provided for the services provided.

### ARBITRATION PROVISIONS

Any controversy or dispute between CFI and the customer shall be settled by arbitration under the laws of the State of Texas and in accordance with the rules of the American Arbitration Association at a hearing to be held in Houston, Texas, and judgment upon the award rendered by the Arbitrator shall be final and binding and may be entered in any court having jurisdiction there over.\*