

1. **Rates and Terms:**

1.1 For daily and travel service rates see listing on page 2.

1.2 Charges also include all expenses incurred by each Service Person for lodging and transportation from the point of origin, including administration costs related thereto, actual incurred cost for food, and actual incurred costs for telephone charges for calls to the home office. The payment terms on all invoices shall be: Prepaid at the time of scheduling.

2. **Hold Harmless** Buyer shall notify Seller's Service Personnel of all safety requirements in all areas the Service Personnel shall enter, and Buyer shall hold Seller harmless from all claims for injury and all damage, loss, legal expenses or costs of any kind (excluding those resulting from Seller's negligence or willful misconduct) resulting from Buyer's failure to so notify the Service Personnel.

3. **Safety** If any safety equipment or clothes are required by the safety policy of Buyer's facility, other than safety glasses and steel toed safety shoes, they shall be provided to the Service Personnel at Buyer's expense. If the Service Personnel determine any area in which work must be performed is unsafe, work will not be performed there and Buyer must pay for all work performed in other areas and all travel and subsistence incurred.

4. **Operating Risks** If the equipment serviced is not installed and operated in strict accordance with all drawings, manuals, instructions and recommendations provided by Seller, Buyer assumes all risks of damage, loss or personal injury whether direct or indirect.

5. **CONSEQUENTIAL AND INCIDENTAL DAMAGES EXCLUSION:**

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, DELAYED PRODUCTION, LOSS OF PAST OR PROSPECTIVE LOST PROFITS OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES IN TORT OR IN CONTRACT FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE SERVICES PROVIDED UNDER THIS CONTRACT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALL CONTRARY LAWS ARE HEREBY DISALLOWED. BUYER ASSUMES SOLE RESPONSIBILITY FOR THE WORK BUYER PERFORMS AND HAS PERFORMED AND THE PARTS/EQUIPMENT BUYER PROVIDES AND HAS PROVIDED FOR THE SYSTEM, THAT IS/ARE NOT IN SELLER'S SCOPE OF SUPPLY. SELLER'S LIABILITY TO BUYER UNDER THIS CONTRACT SHALL NOT, UNDER ANY CIRCUMSTANCES, EXCEED THE ACTUAL PRICE OF THE SERVICE WORK PAID TO SELLER BY BUYER.

6. **Governing Law and Forum:** The laws of Minnesota, USA govern the interpretation and application of this contract, and any litigation by either party arising out of this contract shall be commenced and prosecuted only in the District Court of Ramsey County, Minnesota.

7. **Taxes:** The above rates do not include Chinese taxes. All Chinese taxes are the responsibility of the buyer.

8. **Entire Agreement, Modifications:** This document constitutes the entire service contract of the parties unless subsequently modified in writing and re-executed by the parties.

9. **Severability:** If any provision of these Terms and Conditions is held by any court to be unenforceable, the balance of the provisions of this contract shall remain in full force and effect.

Authority to Proceed:

Buyer/User authorizes Dynamic Air personnel to perform service as may be required and/or as previously requested by the Buyer. The time period agreed to by the Buyer/User for the authorized service shall be as required to execute the purchased service work. The charge for the service work to be performed will be billed in accordance with the Terms and Conditions above and paid by the Authorized Company.

Buyer/User requests a service period on site from _____ to _____ .

NOTE: A MINIMUM OF 6 WEEKS NOTICE IS NECESSARY TO SCHEDULE SERVICE FOR TRAINING, TUNE-UPS AND PREVENTATIVE MAINTENANCE CHECKS

Service rates

Monday through Friday, the first 8-hours of work \$1,120/day

Monday through Friday, time in excess of 8-hours per day or part thereof..... \$210/hour

Saturday, Sunday and holidays or part thereof, the first 8-hours of work..... \$2,240/day

Saturday, Sunday and holidays, time in excess of 8-hours per day or part thereof..... \$280/hour

* The minimum daily charge is for 8 hours service

Travel time to Buyer’s facility, commencing from the time of departure from the service engineer’s point of origin to and including the time of return to the point of origin, will be charged for at the above rates.

Travel time is calculated from the time the engineer leaves his point of origin until he arrives at his hotel or jobsite. If the engineer needs to again travel the following day to reach the jobsite, then the travel time resumes from when he leaves his intermediate hotel until he arrives at his hotel at the jobsite city.

Working hours are calculated from the time the service engineer leaves his hotel in the morning until he arrives at his hotel in the evening. Service engineers are not obligated to work in excess of 8 hours per day or 40 hours per week.

Weekends, holidays, and standby time are charged a minimum of 8 hours at the applicable rate whether the Service Engineer works or not. The Service Engineer is not required to work weekends, but may do so if conditions permit.

Buyer's/User's chop to Proceed _____ Date: _____

Buyer's/User's signature: _____

Contact name/title: _____

Tel.: _____ E-mail: _____

Buyer/User Information:

Company name: _____

Address: _____

Jobsite address/location: _____

Purchase Order Number: _____

Our Corporate Policy requires a deposit of **USD** _____ wire transferred to our bank before we can schedule a service engineer. Please sign and return this document and transfer funds to our bank. The information is listed below.

Wire Transfer Instructions:

**WELLS FARGO BANK, N. A.
SAN FRANCISCO, CA
RTN# 121000248
ACCOUNT# 6355004358
BENEFICIARY DYNAMIC AIR INC.
SWIFT WFBIUS 6 S**

Seller's signature _____ Date: _____

Contact name/title: _____

E-mail: _____@dynamicair.com

Seller's information:

Dynamic Air Inc.
1125 Willow Lake Blvd.
St. Paul, MN 55110
USA
Tel.: +1-651-484-2900