

## DYNAMIC AIR FOREIGN SERVICE CONTRACT

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

### Terms and Conditions

#### 1 Rates and Terms:

- 1.1 Straight time (current rate), commencing from the time of departure from Saint Paul, Minnesota to and including the time of return to Saint Paul, Minnesota. This rate does not apply to Saturdays, Sunday, holidays, time in excess of eight (8) hours per working day or special staff.
- 1.2 Overtime (current rate + 50%) per hour, or part thereof, for all time spent by the Service Person in excess of eight (8) hours on a weekday, and current rate + 100% per hour, of part thereof, for all time spent by the Service Person on Saturdays, Sundays and holidays. This rate does not apply to special staff.
- 1.3 All expenses incurred by the Service Person for lodging and transportation from and to Saint Paul, Minnesota, including administration costs related thereto.
- 1.4 Actual incurred cost for food.
- 1.5 Actual incurred telephone charge for calls to the home office.
- 1.6 The payment terms on all invoices shall be: *Net 10 Days with a 2% monthly finance charge on overdue balances.*

**Note:** Contact Dynamic Air Service Department for current rate.

- 2 **Safety:** The safety of Dynamic Air's Service Person will be the responsibility of the Buyer/User. The Buyer/User shall identify and instruct the Service Person of any and all safety requirements in the area, or areas, in which the Service Person shall be in contact with. If any safety equipment or clothes are required by the safety policy of the Buyer/User's facility, they shall be made available to the Service Person at the Buyer/User's expense. If the Service Person determines the area in which the work must be performed is unsafe, the work will not be performed and the Buyer/User will pay for the work performed in other areas and all travel and subsistence incurred.
- 3 **Hold Harmless:** The Buyer/User shall hold the seller harmless of any claim for injury and associated legal and other costs, whichever they may be, resulting from the failure to properly notify and instruct the Service Person of the safety policies or requiring the Service Person to work in an unsafe area.
- 4 **Consequential Damage:** Seller shall not be liable for special, indirect, incidental, or consequential damages. Any damages claimed by the Buyer/User, whatever they may be, shall not, under any circumstances, exceed the actual costs or service fees incurred on this service call.

- 5 **Legal Jurisdiction:** This is a Minnesota contract and not only shall the laws of Minnesota govern its interpretation and application but any litigation by either party arising out of the contract of the parties shall be commenced and prosecuted in the District Court of Ramsey County, Minnesota.
- 6 **Equipment Operating Risks:** In the event the equipment serviced is not installed and operated in strict accordance with all the drawings, manuals, instructions and recommendations provided, Buyer/User then assumes all risks relative to damage or personal injury whether direct or indirect.

**Authority to Proceed:**

Buyer/User agrees to authorize the following Dynamic Air personnel listed below to perform service as may be required and/or previously agreed upon at the service location listed on reverse side. The time period agreed by the Buyer/User for the authorized service shall be from \_\_\_\_\_ to \_\_\_\_\_. The charge for the service work to be performed will be billed in accordance with the Terms and Conditions outlined above and paid for by the Authorized Company. Seller must approve any other special billing arrangements in writing prior to the work being performed.

Buyer's/User's Authorized  
Signature to Proceed \_\_\_\_\_ Date \_\_\_\_\_

Buyer's/User's Name (please print) \_\_\_\_\_

Company Name \_\_\_\_\_

**Purchase Order No.** \_\_\_\_\_

Our Corporate Policy requires a full retainer wire transferred to our bank before we can send a Serviceman out of the United States. If you have any further questions please don't hesitate to call Mel Kidney. His direct line is 651-486-3035 and personal fax number is 651-766-6035. Additionally, he may be reached by email at [mel.kidney@dynamicair.com](mailto:mel.kidney@dynamicair.com). If you find this acceptable, 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.**  
**RTN# 121000248**  
**ACCOUNT# 6355004358**  
**BENEFICIARY DYNAMIC AIR INC.**  
**SWIFT WFBIUS 6 S**