DYNAMIC AIR®
Conveying Systems

DYNAMIC AIR UNITED STATES AND CANADA SERVICE CONTRACT

NOTE: A MINIMUM OF 3 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, foreign travel 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 foreign travel or 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 (Current rate) per diem for food, prorated for partial days.

1.5 (Current rate) per day 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.*
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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. _____