



MULTI-CONVEYOR, L.L.C. TERMS AND CONDITIONS SERVICE AND INSTALLATION

I. MECHANICAL/ELECTRICAL INSTALLATION - ADVISORY SERVICE

Multi-Conveyor offers to furnish trained technicians to provide technical assistance and/or installation supervision. The charges for this assistance are in addition to our quoted prices and will be billed separately.

All charges will be based on the following rates per technician:

- A) Straight time rate at \$160.00 per hour based on a full eight-(8) hour day and a normal day shift, for a five- (5) day week. In no event will less than eight (8) hours per day be charged for each technician.
- B) Premium rates at \$205.00 per hour for all in excess of eight (8) hours per day including Saturdays. Sundays and major holidays will be charged at the rate of \$240.00 per hour.
- C) Each technician is expected to work on a continuous basis during installation. Buyer will be charged on the basis indicated in (items A & B) above, during periods in which the technician(s) is inactive because of delay and interruptions.
- D) Time spent traveling to and from our facilities at Winneconne, Wisconsin and installation site will be considered as time worked and billing will be as stated above on the basis of regular or premium time as applicable.
- E) Travel and living expenses, including but not limited to mileage, transportation fees, lodging, meals and other necessary expense, will be charged at the actual cost plus 10%.
- F) Every other week of continuous work at the site, the technician will return to the home base indicated in (D) above. He will depart the site on Friday with sufficient time to arrive at the home base the same day, and will return on the following Monday. Buyer to pay the travel and living expense stated in (E) above.
- G) Payment and all other terms to be in accordance with those stated in the Proposal or agreed to as part of this offer.

II. MECHANICAL & ELECTRICAL FIELD ENGINEERING - ADVISORY SERVICE

Multi-Conveyor offers to furnish trained technical engineering personnel to provide technical assistance and/or installation supervision. The charges for this assistance are in addition to our quoted prices and will be billed separately.

All charges will be based on the following rates per technical engineering person

- A) Straight time rated at \$205.00 per hour based on a full eight-(8) hour day and a normal day shift, for a five (5) day week. In no event will less than eight (8) hours per day be charged for each technical engineering person.
- B) Premium rates at \$255.00 per hour for all time in excess of eight (8) hours per day including Saturdays. Sundays and major holidays will be charged at the rate of \$310.00 per hour.
- C) Each technical engineering person is expected to work on a continuous basis during installation. Buyer will be charged on the basis indicated in (Items A & B) above, during periods in which the technical engineering person(s) is inactive because of delays and interruptions.
- D) Time spent traveling to and from our facilities at Winneconne, Wisconsin and installation site will be considered as time worked and the billing will be as stated above on the basis of regular or premium time as applicable.
- E) Travel and living expenses, including but not limited to mileage, transportation fees, lodging, meals and other necessary expenses, will be charged at the actual cost plus 10%.
- F) Every other week of continuous work at the site, the technical engineering person will return to the home base indicated in (Item D) above. He will depart the site on Friday with sufficient time to arrive at the home base the same day, and will return on the following Monday. Buyer to pay the travel and living expenses stated in (Item E) above.
- G) Payment and all other terms to be in accordance with those stated in the Proposal or agreed to as part of this offer.

III. MECHANICAL INSTALLATION - TERMS AND CONDITIONS OF SALE

Multi-Conveyor, LLC offers to furnish trained technical personnel to perform mechanical installation of the equipment at BUYER's location. The charges for this assistance are in addition to our quoted prices and will be billed separately. The rates and conditions for such work will be in accord with the rates quoted above for technicians and technical engineering personnel.

- A) Price quoted is based on eight (8) hour days (Monday thru Friday), five (5) day week with no provision for overtime. Second or third shift work and weekend work is not included unless specified in our quote.
- B) BUYER is to unload the equipment and store it, under conditions suitable to BUYER, in the vicinity of where the work is to take place. If this is a multiple floor installation, then the sections are to be unloaded and placed on the floor and in the area where they are to be installed.

- C) BUYER is to have the area clear of interferences to allow MULTI-CONVEYOR, LLC's personnel to proceed with installation in a continuous manner without interruption or work stoppages.
- D) BUYER shall have the floors broom clean to allow MULTI-CONVEYOR, LLC's personnel to strike necessary lines as required for installation.
- E) Adequate power is to be provided by BUYER to allow MULTI-CONVEYOR's personnel to operate power tools for installation purposes.
- F) All material incident to work including floor lags and ceiling anchors, and any necessary non-hand-portable equipment or vehicles is to be supplied by BUYER unless specified to the contrary. MULTI-CONVEYOR's responsibility is limited to installation labor and portable hand and power tools required to perform the work.
- G) Installation of external electrical control devices or panels will be by BUYER. Mounting brackets for external controls will be supplied and installed by BUYER.
- H) Terms of payment will be progress billings bi-monthly based on percentage of completion at the time billing takes place, less 10 percent retainage. Retainage is due upon completion of mechanical installation. All invoices are otherwise due net fifteen (15) days. Invoices not paid within thirty (30) days from the date of invoice shall bear annual interest at 18% from date thereof until paid in full.
- I) BUYER, at its sole cost and expense, is to apply for and obtain prior to the date MULTI-CONVEYOR personnel are ready to begin installation of equipment, all building, erection and related permits and licenses necessary for installation of equipment in accordance with all applicable governmental laws, ordinances and regulations.
- J) BUYER, at its sole cost and expense, is to provide safe and convenient storage area for the equipment, watchman service and other theft prevention for MULTI-CONVEYOR, LLC personnel's tools and material and the equipment and is also to provide MULTI-CONVEYOR with adequate bench and working space for use by MULTI-CONVEYOR, LLC's personnel, including their tools and equipment.
- K) BUYER, at its sole cost and expense, is to furnish at and to the site such electric current, compressed air, fuel, water, heat and light and other utilities and services as may be required by MULTI-CONVEYOR, LLC personnel for the installation of the equipment. BUYER, at its sole cost and expense, will provide any elevator or crane service, or any other vehicular service which MULTI-CONVEYOR, LLC personnel may find necessary or convenient for handling of the equipment and related materials during the installation work.
- L) Should BUYER request changes in the installation of equipment or should BUYER delay or interrupt the progress of installation of the equipment, if BUYER's site or any of the permits, facilities apparatus or other equipment furnished by BUYER are lacking or not ready, BUYER shall reimburse MULTI-CONVEYOR, LLC for all additional costs incurred by MULTI-CONVEYOR, LLC as a result. If MULTI-CONVEYOR, LLC personnel's installation of the equipment is delayed by other contractors employed by BUYER, MULTI-CONVEYOR, LLC is to be reimbursed by BUYER for any additional costs incurred.
- M) BUYER, at BUYER's expense, will have one or more forklifts, with operators, available for use by the MULTI-CONVEYOR, LLC personnel to position the equipment if required. This quote is based on using non-union installers. If work is stopped or interfered with and/or if union installers are required to complete this installation, MULTI-CONVEYOR will invoice BUYER for the percent of work completed by non-union employees according to the non-union price contained herein and the union labor required to complete the installation will be billed on a time and material basis.
- N) Unless specified to the contrary, this quotation does not include start up test of equipment installed by MULTI-CONVEYOR subsequent to the electrical work to be performed by the others. Start-up assistance is normally quoted separately. If start-up assistance is not purchased, minor adjustments to the mechanical installation may be required. Adjustments to the controls or the machinery, which has been installed, will be BUYER's or the equipment manufacturer's responsibility.