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## POWER SERVICES RATE SCHEDULE

(Effective September 1, 2018)

Service Classification	Straight Time (Hourly Rate)	Overtime (Hourly Rate)	Premium (Hourly Rate)
In-shop Service Technician	\$115.00	\$175.00	\$230.00
Field Service Technician	\$120.00	\$180.00	\$240.00
Senior Field Service Technician	\$150.00	\$225.00	\$300.00
Supervisor or Project Manager	\$160.00	\$240.00	\$320.00
Specialist	\$210.00	\$315.00	\$420.00

### Service Classifications

- **In-shop Technician:** work completed by M&I Electric technicians at M&I Electric facilities including power distribution equipment repair, circuit breaker reconditioning, transformer services, etc.
- **Field Service Technician:** field based start-up and equipment commissioning, acceptance testing, thermal scanning, equipment repair and reconditioning, preventive maintenance, and disaster recovery
- **Senior Field Service Technician:** complex field based start-ups and equipment commissioning, trouble-shooting power quality issues, relay setting and testing, customer training, power system studies, arc flash analysis, power system automation design and integration
- **Supervisor or Project Manager:** available on request and can be located at either M&I Electric facilities or the job site
- **Specialist:** specialist services include complex systems studies, system trouble-shooting, laboratory services, failure and accident investigations, and forensic analysis

### Time Classifications

- **Straight Time:** Monday through Friday, normal business hours up to 8 hours
- **Overtime:** Monday through Friday 8-12 hours; Saturdays up to 8 hours
- **Premium:** Monday through Friday, more than 12 hours; Saturday more than 8 hours; Sundays and holidays

### Minimum Billing

A four (4) hour minimum charge shall apply for services performed in 1 to 4 hours; 8-hour charge for services performed in 4 to 8 hours.

### Test Equipment

Use of test equipment owned by M&I Electric is included in the service classification rates above. Equipment rented for special requirements will be charged at cost plus 25%.

### Other Rates

- **Materials:** cost plus 25% handling charge
- **Contract Labor:** market cost plus 25% handling charge
- **Travel Time:** charged at the same rate as working time portal to portal
- **Travel Expense:** travel and living expense will be quoted per diem per job or at cost plus 25%
- **Standby Time:** when service personnel are on the job site but are unable to perform services requested due to circumstances beyond M&I Electric control, the customer will be billed at applicable rates
- **Mileage:** vehicles under ¾ ton at \$2.00 per mile should the distance to the customer facility be over fifty (50) miles from the M&I Electric shop
- **Payment Terms:** net 30 days on open account from the date of invoice

**M&I Electric, LLC standard terms and conditions apply.**

**For 24-Hour Emergency Service: 800-627-4562**

## TERMS & CONDITIONS

- 1 All sales are expressly conditional on Buyer's agreement to the standard terms and conditions on the front and back of this form. No additional or different terms apply unless expressly agreed to in writing by M&I Electric, LLC (Seller). Seller hereby gives notice of its objection to any different or additional terms. Acceptance of or payment for any of the goods constitute Buyer's agreement to Seller's terms and conditions.
- 2 All sales are made f.o.b. point of shipment, and each shipment or delivery shall be considered a separate and independent transaction. Buyer has risk of loss after delivery at f.o.b. point.
- 3 Shipping dates given in advance of actual shipment are estimated and deliveries will be made subject to prior orders on file with Seller. Seller shall not be liable for failure to perform or delay in performance hereunder resulting from fire, labor difficulties, transportation difficulties, delays in usual sources of supply, major changes in economic conditions, or; without limitation by the foregoing, any cause beyond Seller's reasonable control.
- 4.A If the goods sold hereunder are the products of manufacturers other than M&I Electric, LLC, Seller makes no warranty, express or implied, concerning such products. As respects Seller, such goods are sold with all faults, but Seller shall use its best reasonable efforts to obtain from the manufacturer, in accordance with such manufacturer's customary practices, the repair or replacement of any products as may prove defective in workmanship or material.
- 4.B If the goods sold hereunder are the products of M&I Electric, LLC, they shall be warranted in accordance with the "warranty" paragraph appearing in the applicable, published selling policy in effect as of the date of the order, which policies are hereby incorporated by reference into this agreement.
- 4.C The warranty expressed in this paragraph 4A-4C is exclusive and in lieu of all other warranties, express or implied, including any warranties of merchant ability and fitness for purpose.
- 5 If in Seller's judgment, the financial condition of the Buyer at the time products are ready for shipment does not justify the terms payment specified, seller reserves the right to require full payment in cash before shipment or delivery.
- 6 Since the products sold by Seller are not manufactured by it but are sold under their respective manufacturers' brand or trade names, Seller hereby disclaims any and all warranties against patent infringement. Seller shall, however, if given prompt notice by the Purchaser of any claim of patent infringement with respect to any product sold hereunder, use its best efforts to secure for the Purchaser such indemnity rights as the manufacturer may customarily give with respect to such product.
- 7 This order may be canceled by the Buyer only if agreed to by Seller and upon payment of reasonable charges based upon expenses already incurred and commitments made by Seller.
- 8 The remedies of Buyer set forth herein are exclusive and the liability of Seller with respect to any contract or sale of anything done in connection therewith, whether in contract, tort (including Seller's negligence), under any warranty or otherwise, shall not exceed the price of the product or part on which such liability is based.
- 9 The prices shown do not include any sales, use or other taxes or charges payable to state or local authorities. Any such taxes or charges now or hereafter imposed with respect to sales or shipments hereunder will be added to such prices and the Buyer agrees to reimburse Seller for any such taxes or charges.
- 10 No sales representative of Seller has authority to alter, vary, or waive any of the foregoing standard conditions.
- 11 Buyer agrees in consideration of Seller's execution of this contract that any claim of any kind by Buyer based on or arising out of this contract or otherwise shall be barred unless asserted by Buyer by the commencement of an action within twelve (12) months after the delivery of the products or other event, action or inaction to which such claim relates. This provision shall survive any termination of this contract, however arising.
- 12 The terms and conditions of this agreement shall be construed according to the laws of the State of Texas, notwithstanding any conflict of laws provision otherwise applicable. Any litigation arising under or related to this agreement or its performance shall be maintained in the courts of Harris County, Texas, without regard to the choice of law rules of such jurisdiction, which it is agreed will have jurisdiction over any such litigation.
- 13 Neither party shall be liable to the other for consequential or indirect damages, including, without limitation, loss of profit, loss of use, cost of capital or business interruption, irrespective of whether liability is founded on breach of contract or tort (including negligence and strict liability).
- 14 Buyer and Seller agree that with respect to all claims, demands, and causes of action, suits or other litigation concerning injury to or death of a person, or damage to property of Buyer, in any way arising out of, associated with or related to work performed by Seller: Buyer shall be responsible for, and shall defend, indemnify and hold Seller harmless against Buyer's negligence (whether sole, comparative, contributory or concurrent) and Buyer's liability without fault; and Seller shall be responsible for and shall defend, indemnify, and hold Buyer harmless against Seller's negligence (whether sole, comparative, contributory or concurrent) and Buyer's liability without fault.
- 15 **The parties to this agreement hereby irrevocably waive their right to trial by jury in any litigation involving, directly or indirectly, any matters (whether sounding in tort, contract or otherwise) in any way arising out of, related to, or connected with this agreement, the transactions contemplated hereby, the interpretation of the terms hereof or the relationship established hereunder and agree that any such litigation proceedings shall be tried before a court and not before a jury.**