



MEDIUM & LOW VOLTAGE DRIVES

Field Service Terms and Conditions

The following terms and conditions apply to all service which EMA Inc. provides either by direct employees or contracts to an independent third party and the service is performed by visitation to the customer's facility. The customer understands that terms and conditions set below shall be controlling, and any other or additional terms and conditions signed or unsigned can have no effect. Service will be provided under these terms and conditions only.

The price for service will be at the rates published by EMA Inc. and in effect at the time the service is performed. Terms and cash net 30 days. EMA Inc. has no obligation to provide service to customer with past due balance or history of late payments. Taxes as required will be added to invoices. All service rates do not include taxes, fees, and/or prevailing wage rates.

- 1) Service overtime (Saturday, Sundays, Holidays and after 5 PM daily) will involve premium time charge rates at customer's expense in addition to regular time labor and travel. (See EMA Inc. Domestic Field Service Rates)
- 2) Minimum two-day notification is requested on all start-ups.
- 3) Service is provided during the normal workday hours of 8 AM to 5 PM. Monday through Friday. Customer's request for work on an overtime basis will be considered and the time will be limited by the availability of a Service Engineer. The customer will be responsible for the whole portion of the overtime and regular hours.
- 4) Parts, materials, supplies, test instruments, or rentals supplied by EMA Inc. for the service to be performed are billable to the user at the prevailing rates published at the time.
- 5) Any delays caused by conditions outside EMA Inc.'s control will be billable according to the prevailing rates published at the time.
- 6) Any changes in these terms and conditions must be in writing by an officer of EMA Inc. and the buyer prior to the service being provided. If there is none, then the standard terms and conditions prevail.
- 7) EMA Inc. maintains the following insurance coverage:
 - Workers Compensation and Employee's Liability Insurance
 - Comprehensive and General Liability
 - Auto Liability and Property Damage
- 8) EMA Inc. field service engineers or representatives are not requested or authorized to sign gate passes or similar documents that will impose indemnities of any sort on EMA Inc.
- 9) EMA Inc. in no event will be liable for any or ordinary or consequential liabilities or damages. Incidental or penal, arising from this service, be it as a result of breach of contract, warranty, test, (including negligence), strict liability or otherwise.
- 10) EMA Inc. will not be made liable for any gratuitous information or assistance whatsoever given by any of its field engineer or contracted third party service people, concerning parts, products, or service supplied by them.
- 11) EMA Inc. will not be made liable for lack of notification of any work classified as "Public Work" that EMA Inc. quotes or performs as normal service work. It is the sole responsibility of the customer to notify EMA Inc. of any work classified as "Public Work", or work classified as "Prevailing Wage". Special rates apply, and all services will be billed accordingly.

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