



1. **PURCHASE ORDER** – Any and all requests for service by SMS Meer Service Inc. (“Seller”) must be accompanied by a Purchase Order from the Buyer confirming the acceptance of the present Terms and Conditions.
2. **SERVICE RATES** – The regular hourly Service Rate is based on an eight (8) hour day and applies to any and all services performed Monday through Friday between 6:00 a.m. and 6:00 p.m. The type of specialist required will be based on the contracted task and will be appropriately determined by the Seller.
3. **TRAVEL TIME** – Travel time is billable at the applicable regular Service Rates. Travel time starts from the time a service representative leaves Seller's office until he/she arrives at his/her destination and upon return from the time he/she leaves the Buyer's plant until he/she arrives at Seller's office. The maximum travel time charged will be twelve (12) hours each way.
4. **PREMIUM SERVICE RATES**
  - Overtime and/or work between 6:00 p.m. and 6:00 a.m. 1.5 x the applicable Service Rate
  - Work on Saturdays 1.5 x the applicable Service Rate
  - Work on Sundays and recognized Holidays 2.0 x the applicable Service RateThe seven holidays recognized by Seller are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday and Christmas Day.  
For all service performed outside of the US and Canada, an additional 10% surcharge to service rates will apply.
5. **TRAVELING AND LIVING EXPENSES** – Travel method and hotel selection will be by most appropriate method and standard for the circumstances. Any air travel outside the US and Canada will be by business class. Where a service representative is required for an extended period, Seller reserves the privilege of permitting our service representative, at his/her option, to return to his/her home for one (1) calendar week after two (2) calendar months of continuous service. All travel and accommodation expenses are charged to the Buyer at cost plus 10% for administrative handling. Daily allowance will be charged at \$60.00 per day. All mileage will be charged at 69¢ per mile.
6. **TIME SHEETS** – Buyer's authorized signature on timesheet(s) is expected as certification of service representative's visit and authorizes the billing for his/her time. Any claims for reduction or adjustment of services performed should be made directly onto the service representative's timesheet. Refusal or failure to provide Buyer authorized signature on Seller's timesheet(s) does not negate Buyer's liability for services performed.
7. **MINIMUM CHARGE** – The minimum number of hours charged per day for on-site service is eight (8) hours. Technical support provided online or over the phone will be charged by the hour.
8. **PAYMENT TERMS** –
  - a. All payments are due net thirty (30) days from date of commercial invoice
  - b. In the event that payment is not made in accordance with the terms thereof and Seller pursues any form of legal action to collect any amount that has become due on an invoice, in addition to any amount determined to be due Seller, Seller shall be entitled to an award of its reasonable attorneys' fees and any other costs of collection, together with interest on the past due amount at the rate of 1% per month beginning on the date payment was due on the invoice.
9. **LIMITATIONS OF LIABILITY** – IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, DAMAGES SUCH AS LOSS OF PROFITS, LOSS OF THE USE OF THE GOODS, LOST PRODUCTION, LOSS OF GOODS IN PROCESS, PERSONAL INJURY OR PROPERTY DAMAGE, BUSINESS INTERRUPTION AND LOSS OF BUSINESS OPPORTUNITY. SELLER'S LIABILITY SHALL IN NO EVENT EXCEED THE CONTRACT PRICE, OR THE PORTION OF THE CONTRACT PRICE PAID BY BUYER IN THE EVENT BUYER FAILS TO PAY THE ENTIRE CONTRACT PRICE.
10. **WORKMEN'S COMPENSATION AND PUBLIC LIABILITY INSURANCES** – All Sellers' representatives are covered by Workmen's Compensation and Public Liability insurance under policies with responsible insurance carriers. Seller assumes responsibility under such insurance coverage for injuries incurred by its employees in Buyers' plants. Liability is limited to Sellers' representatives and does not extend to any of the Buyers' employees who may be working with them. Buyer hereby undertakes to insure against any injury to its own employees arising in connection with the work to be performed pursuant to this contract from any cause whatsoever.
11. **MISCELLANEOUS**
  - a. **Applicable Law** - The law of the Commonwealth of Pennsylvania shall apply to the formation, performance and all other matters and/or disputes pertaining to this Agreement. Furthermore, any suit or litigation pertaining to this Agreement shall be commenced in either the Court of Common Pleas of Allegheny County, Pennsylvania, or in the United States District Court for the Western District of Pennsylvania. In the event of disputes, arbitration will be the first remedy.
  - b. **Assignment** – In the event Buyer desires to assign this Agreement, Seller reserves the right to approve and accept the assignee prior to any assignment. Buyer agrees that Seller shall have the right to subcontract any portion of work provided for herein.