

FIELD SERVICE RATES

<u>Field Advisory Services¹</u>	<u>Rate</u>	<u>Overtime Rate</u>
Monday through Friday (4 hours or less onsite):	\$600/day	N/A
Monday through Friday (4 to 8 hours onsite):	\$1,200/day	\$225/hour
Saturday (up to 8 hours onsite):	\$1,800/day	\$300/hour
Sunday and Holidays (up to 8 hours onsite):	\$2,400/day	\$400/hour
Travel Rate (domestic, lower 48 states):	\$600/day	
Field Service Truck Mileage Rate (used for sites within 300 miles of PMSL service center):	\$0.85/mile	

<u>Field Mechanical Services²</u>	<u>Rate</u>	<u>Overtime Rate</u>
Monday through Friday (4 hours or less onsite):	\$750/day	N/A
Monday through Friday (4 to 8 hours onsite):	\$1,500/day	\$280/hour
Saturday (up to 8 hours onsite):	\$2,250/day	\$350/hour
Sunday and Holidays (up to 8 hours onsite):	\$2,800/day	\$425/hour
Travel Rate (domestic, lower 48 states):	\$600/day	
Field Service Truck Rate (used for sites within 300 miles of PMSL service center):	\$0.85/mile	

<u>Field Engineering Services³</u>	<u>Rate</u>	<u>Overtime Rate</u>
Monday through Friday (4 hours or less onsite):	\$900/day	N/A
Monday through Friday (4 to 8 hours onsite):	\$1,800/day	\$340/hour
Saturday (up to 8 hours onsite):	\$2,700/day	\$400/hour
Sunday and Holidays (up to 8 hours onsite):	\$3,600/day	\$450/hour
Travel Rate (domestic, lower 48 states):	\$900/day	

<u>PMSL Service Truck Hauling Rates⁴</u>	<u>Rate</u>
Less than 50 miles from Service Center	\$265
50-100 miles from Service Center	\$450
100-200 miles from Service Center	\$660
200+ miles from Service Center	\$1.75/mile
*Truck Stand by Fee (see below):	\$60/hour

¹ Field Advisory Services are defined as hands off support services. PMSL will not be physically performing any work but rather performing advisory or consulting services as part of our scope of work. These services will be provided by a Field Service Technician.

² Field Mechanical Services are defined as hands on support services. PMSL will be physically performing equipment repairs, installation, or removal as part of our scope of work. These services will be provided by a Field Service Technician.

³ Field Engineering Services are defined as services provided by any PMSL Engineer. If an engineer is requested, these are the rates that will apply regardless of the scope of work.

⁴ Service Truck Hauling Capabilities – Headquarters (Palmyra, PA) – Max Skid 4'x9', up to 5,000 lbs. Houston Service & Technology Center – Max Skid 8'x20', up to 10,000 lbs.

GENERAL CONDITIONS

- Travel time (ie: to and from the jobsite) will be charged at the appropriate rate as described above for domestic travel to the lower 48 states plus Canada. Weekend & holiday travel time will be charged at half of the cost of the daily working rate for weekends and holidays. International travel will be billed at the applicable daily rate.
- Days that contain both site work and travel will be charged as a working day. Charges begin from time of PMSL Field Service Technician/Engineer (or other PMSL personnel) departure to customer site until return to PMSL.
- Overtime rates apply on working days after eight hours onsite.
- Standby/holdover time (i.e.: waiting on call and/or retainage of a person at the jobsite area in lieu of incurring additional expenses by returning to the plant) is considered working time and is charged at the appropriate rate(s) as described above.
- The maximum working day is 16 hours per person, unless other arrangements have been made in advance.
- Parts and materials supplied by PMSL in conjunction with field service work will be priced separately and sold in accordance with the Company's applicable Standard Terms and Conditions of Sale.
- All commercial travel and expenses (including rental car, lodging, and other related miscellaneous expenses) will be billed at actual costs plus 10%. Meals will be charged on the same basis, but capped at \$75/day, multiplied by the number of days. For example, total meals for a three-day trip will not exceed \$225 total. Domestic airfare will be at economy class.
- If the scope of work exceeds an 84-hour work week, PMSL will exchange field resources. Travel and expenses associated with the exchange of resources will be billed per these general conditions.
- Service truck will be used for service calls and pick-ups within a 300-mile radius of PMSL service facilities. The field service truck may be utilized for further service calls at PMSL sole discretion, based on the scope of work to be performed. In both cases, the service truck will be charged based on the rates listed above.
- *Stand by fees will be applied if the service truck driver is required to wait more than (30) minutes when picking up equipment. Stand by fees will be charged in (15) minute increments, per the appropriate rate as described above.
- It is preferred that a two (2)-week notice be given to PMSL Field Service Department of the travel date to site.
- Canceled trips will be charged a \$500 cancellation fee, plus charges for any costs incurred. Costs incurred will be billed per these general conditions.
- Rates can be found at www.philamixers.com, and are subject to change without prior notice. Services will be charged based on Customer Field Service Rates in effect on the date the work is performed unless otherwise agreed by contract.

TERMS & CONDITIONS FOR FIELD SERVICES

Philadelphia Mixing Solutions, Ltd. (hereinafter called Company) will furnish services required to perform the work scope as described in its proposal, subject to the terms and conditions stated herein, in accordance with the rate sheet attached hereto.

Additional terms related to the work scope are defined as:

Purchaser shall furnish at job site, construction buildings (office, tool room and change room facilities), fuel, water, compressed air, electricity for power and light, and all other facilities as required for the work to be furnished hereunder and will pay the cost of making any of these facilities available for use by PMSL in the work.

Purchaser shall provide and pay for all permits required for the performance of the work covered by the relevant service request.

PMSL shall provide and maintain, until completion of the Work at Purchaser's plant, the forms of insurance as shown in Exhibit "A", attached hereto.

PMSL shall not be liable for any expense, loss or damage for failure to furnish supervision or labor or for delay in completion of the work because of fire, flood, Acts of God, strikes, labor disputes, riots, thefts, accidents, transportation delays, acts or failure to act of Government or Purchaser or any other cause whatsoever, whether similar or dissimilar to the above beyond the reasonable control of PMSL. In the event of such delay, the time of completion and amount to be paid to PMSL will be subject to adjustment.

Notwithstanding any other provision of the service request order/contract, in no event shall PMSL or its suppliers be liable, whether arising under contract, tort (including negligence), strict liability, or otherwise, for loss of anticipated profits, loss by reason of plant shutdown, non-operation or increased expense of operation, service interruption, claims of customers, cost of money, loss of use of capital or revenue, or for any special, incidental or consequential loss of damage of any nature arising at any time or from any cause whatsoever. In no event shall the total liability of PMSL exceed the amount paid to PMSL for such work.

In the event the work performed hereunder proves to be defective in workmanship, or material (if any is supplied incident hereto) within one (1) year from completion of the Work, PMSL shall repair or re-perform same. The sole obligation of PMSL and the sole remedy of the Purchaser arising out of the work performed hereunder whether arising under contract, tort (including negligence) strict liability or breach of warranty shall be the repair or re-performance of the work as specified above.

In the event the Service Work is related to equipment already under warranty by PMSL, any work performed hereunder shall not create any additional warranty obligation of PMSL and the original equipment warranty shall be the sole liability of PMSL and sole remedy of the Purchaser whether arising under contract, tort (including negligence), strict liability or breach of warranty.

Warranty support by PMSL service representatives is limited to straight time hours and to certain expenses. If Purchaser requests that product warranty work be performed at any other time, Purchaser will be invoiced for the difference between straight time and the applicable overtime rate. A purchase order will be required in such case.

The Purchaser agrees that, in consideration of the above express warranty, all other warranties expressed or implied, whether arising under law or equity or custom of trade including the warranties of merchantability and fitness for a purpose are excluded from this contract.