



SERVICE TERMS & CONDITIONS

CHARGES FOR SERVICES

Charges for Services shall include Work Time, Travel Time and Standby Time in accordance with the following schedule and conditions.

- (a) **Standard Calibration (short form)** – Unit pricing to include minor adjustments complete with certificate of calibration, calibration tag and recall notification.
Standard Calibration (long form) – Unit pricing to include minor adjustments complete with as found / as left data, calibration tag and recall notification.
- (b) **Consulting / Standby / Troubleshooting** – Shall include all time **MARSH** personnel are at purchaser's job site. Consulting may be performed by phone or other electronic communication. Premium rates apply per **MARSH** schedule of rates.
- (c) **Travel Time:** - Shall include time spent by **MARSH** service personnel in traveling between their customary headquarters and the Purchaser's job site and in returning (including travel occurring on Saturdays, Sundays and Holidays). Travel Time shall be paid for at the applicable rate and Travel Time will not be cumulative with Work Time in determining Overtime.
- (d) **Standby Time:** - Shall include all time that **MARSH** service personnel are available for work at the Purchaser's job site, whether on the job site or not, up to a maximum of eight (8) hours a day, between the hours of 8:00am and 4:30pm, Sunday through Saturday, including Holidays if availability has been requested by the Purchaser. Standby Time shall be paid for at the applicable rate; Standby Time preceded and/or followed by Work Time is cumulative in determining Overtime.
- (e) **Straight Time Rate:** - This rate shall be paid for time worked on a regular schedule of eight (8) hours per day, Monday through Friday.
- (f) **Overtime Rate:** - This rate shall be paid for any time worked in excess of eight (8) hours per day, Monday through Friday and for any time worked on Saturdays. Holidays shall be those observed in the locality where the work is to be performed.

CHARGES FOR EXPENSES

Purchaser will pay for all traveling and living expenses and all other expenses for each **MARSH** employee incidental to the work.

LIABILITY AND INSURANCE

MARSH will maintain Workmen's Compensation insurance to cover injuries to the employees of **MARSH** and assume payment of any unemployment compensation benefits and payroll taxes relating to such employees.

The Purchaser agrees that **MARSH** shall, under no circumstances be liable to the Purchaser or to the Purchaser's agents, servants, employees or customers or to any third party whosoever, for any damages or losses, whether direct, indirect, consequential, special or incidental, suffered or incurred by them whether resulting directly or indirectly from work done or failed to be done by **MARSH**, its agents, servants, contractors or employees under this contract however caused and whether resulting from the malfunction, negligent operation, or unsuitability of equipment or through any negligence whatsoever of **MARSH**, its agents, servants, contractors or employees. It being hereby understood and agreed by the Purchaser that all work carried out hereunder shall be done at the sole risk of the Purchaser notwithstanding any provision to the contrary herein contained or any provision to the contrary either express or implied in law or equity.

TAXES

The Purchaser shall pay to **MARSH**, in addition to the service charges set forth herein, the amount of all sales, use or other taxes that may be imposed upon this transaction by the Federal Government or any Provincial Government, or any subdivision, but only when **MARSH** is required by law to collect or pay such taxes.

GENERAL

- a) Recognizing that **MARSH**, all its agents, servants, contractors or employees of **MARSH** are contractually restricted from working for clients of **MARSH** for a period of one year after leaving **MARSH's** employ, the customer agrees not to employ or engage the services, directly or indirectly, of any person now employed by **MARSH** for a period of one year from the date of job completion. In the event the customer hires a Marsh employee in contravention of this paragraph, customer shall pay Marsh a placement service fee of \$40,000.00.
- c) In the event any of this work is eligible for SR and ED tax credit, we Marsh Instrumentation Ltd. reserve the rights to these credits.
- d) **INSPECTION** – **MARSH**, Marsh agents or Marsh client to have free access during regular work hours during performance of the contract to inspect and verify the work performed including associated contract documents and procedures to ensure compliance to contract.

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