

**HUDSON PRODUCTS CORPORATION  
GENERAL TERMS AND CONDITIONS  
FOR  
FIELD SERVICE WORK  
TECHNICIAN / ENGINEER**

HUDSON PRODUCTS CORPORATION (Seller) offers the services of its representatives, technicians and engineers ("Representatives") solely on the terms and conditions set forth herein and the applicable Field Service Rate Schedule. Any additional or different terms and conditions submitted by the Buyer at any time are hereby rejected and shall be deemed not to have been accepted, and shall be of no effect nor at any time or under any circumstances binding upon the Seller unless agreed to in writing by the Seller. If the Buyer objects to any of the terms and conditions set forth herein, said objections shall be deemed to be proposals only and may be accepted only if approved in writing by an authorized representative of Seller. UNLESS EXPRESSLY AGREED TO IN WRITING, THIS AGREEMENT CONSTITUTES THE COMPLETE AND FINAL AGREEMENT BETWEEN BUYER AND SELLER AS RESPECTS THIS TRANSACTION.

**1. SERVICE RATES / TRAVEL/ LIVING EXPENSES / MEALS & INCIDENTAL EXPENSES (M&EI):**

The rates set forth in the applicable Field Service Rate Schedule apply to the services of Seller's Representatives under this Agreement. All reasonable travel and living expenses shall be charged at actual cost-plus thirty percent (30%). A Representative's travel time to and from jobsite (including travel from Beasley, Texas) and standby time will be charged at the Hourly Rates per the applicable Field Service Rate Schedule. Use of Seller's vehicles will be charged per the applicable Field Service Rate Schedule. Meal & Incidental Expenses (M&EI) will be billed at fixed daily rate per the applicable Field Service Rate schedule.

**2. TOOLS:**

All necessary tools, if not supplied by the Buyer, will be provided by Seller on a rental basis, and all costs of freight, duty, taxes and other costs incurred in the provision of tools and consumables shall be to Buyer's account at actual cost-plus thirty percent (30%).

**3. INVOICING AND TERMS:**

Seller will submit invoices for the Service at the end job each month or upon completion of the Services under this Agreement, whichever shall occur first, and Buyer shall pay said invoice within thirty (30) days after receipt thereof. Net cash, thirty (30) days after receipt of invoice.

**4. CONTRACT EXTRAS:**

Except as expressly stated on Seller's quotation, rates do not include any present or future federal, state or local taxes, including sales or use taxes; nor taxes levied by a foreign government; nor any parts required to perform the service; nor any time outside the normal working hours. If Seller is required by applicable law or regulation to pay or collect any tax or taxes, or if parts are ordered to perform the services, or if work outside the routine working hours is required, such taxes, parts or work shall be charged to and paid by the Buyer in addition to the applicable rates.

**5. SERVICE WARRANTY:**

Seller warrants that any work done by its representatives shall be free from defects in workmanship for a period of ninety (90) days after date the work is supplied. There are no other Warranties, express or implied. If any portion of the work proves to be defective within such ninety (90) day period and prompt notification is made in writing, Seller will, at its own expense, correct the defect. The foregoing shall constitute the sole remedy of the purchaser and the sole liability of the Seller whether in warranty or otherwise.

**6. PARTS WARRANTY:**

Seller expressly warrants that, upon shipment, equipment manufactured by it will be free from defects in material, workmanship, and title. This warranty is exclusive and is offered IN LIEU OF ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS. If any item manufactured by Seller shall prove defective in material and/or workmanship, within one year from the date of initial operation or eighteen (18) months from the date of shipment, whichever first occurs, Buyer shall notify Seller in writing of such defect or non-compliance within ninety (90) days of discovery of such defect or non-compliance and Seller shall, at its option, modify, repair, or replace said item or refund the purchase price of said item. Seller shall have the option to have the item returned to its factory, or to make such adjustment at the point of installation. Seller shall have no responsibility if such item has been improperly stored, installed, operated or maintained or if Buyer has permitted unauthorized modifications, adjustments, and/or repairs to the item. Adjustments for items of equipment not manufactured by Seller shall be made to extent of any warranty of the manufacturer or supplier thereof. The foregoing shall be Seller's sole and exclusive liability and Buyer's sole and exclusive remedy for any action, whether based on breach of contract or in tort, including negligence.

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**7. DISCLAIMER OF DAMAGES:**

Notwithstanding any other provision of the contract, in no event shall the Seller or its sub-contractors or 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 interruptions, cost of purchased or replacement power, claims of customers, cost of money, loss of use of capital or revenue, decontamination expenses, or for any special, incidental, or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

**8. LIMITATION OF LIABILITY:**

**Seller's maximum liability hereunder arising from any cause whatsoever, whether based in contract, tort (including negligence) strict liability or any other theory of law, shall not exceed the price of the order under which liability is incurred. Any above-mentioned cause of action must be commenced within one (1) year from the date of which that action accrues.**

**9. TITLE AND RISK OF LOSS OR DAMAGE:**

All risk of loss or damage to equipment and parts furnished under this contract shall pass to Buyer upon delivery FOB, carrier at point of shipment. Title shall pass to Buyer at time of final payment to Seller.

**10. FACILITIES:**

The Buyer shall provide adequate field office facilities and normal personal conveniences at no charge to Seller. Any required reports and documentation will be prepared at the jobsite.

**11. LOCAL LABOR:**

In areas where local labor practices dictate that the Representative be assisted by construction craft personnel while performing these on-site service functions, the Seller will not accept charges for such assistance, when such charges have not previously been agreed to and accepted in writing by the Seller's Authorized Representative.

**12. GATE PASSES:**

Seller's personnel are neither required nor authorized to sign Gate Passes that include conditions which in any way impose liabilities of any kind on Seller.

**13. PERMITS:**

Where the laws, rules or regulations, federal, state or local, or any agency thereof, require permits, licenses or approval of plans and specifications for the work, or permits or licenses for the installation or use thereof, Buyer assumes the responsibility for securing such permits, licenses and approvals from the proper authorities and for payment of any required fees.

**14. INSURANCE:**

Seller maintains the following insurance coverage:

**A. Workers' Compensation and Employer's Liability:**  
-Statutory Limits

**B. General Liability:**  
-Bodily Injury:  
    \$2,000,000 each occurrence  
    \$2,000,000 aggregate.

-Property Damage:  
    \$2,000,000 each occurrence  
    \$2,000,000 aggregate

**C. Automobile Liability:**  
-Bodily Injury:  
    \$2,000,000 each person  
    \$2,000,000 each  
    occurrence

-Property Damage:  
    \$2,000,000 each occurrence

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**15. DELAY IN PERFORMANCE:**

Seller shall not be liable for any expense, loss or damage resulting from delay or prevention of performance caused by fires, floods, acts of God, strikes, labor disputes, labor shortages, inability to secure materials or equipment, fuel or other energy shortages, riots, thefts, accidents, weather delays, transportation delays, acts or failure to act of Government or Buyer, delay in obtaining licenses, major equipment breakdown, or any other cause whatsoever, whether similar or dissimilar to those enumerated above, beyond the reasonable control of Seller.

In the event of any delay arising by reason of any of the foregoing, the time for performance shall be extended by a period of time equal to the time lost by reason of such delay, and when Seller is providing services under this order at a site other than that owned or controlled by Seller, Buyer shall pay Seller at the rates specified in this order for "standby".

In addition to the foregoing, in the event Seller's personnel are called out to perform work or Seller is scheduled to perform work and upon arrival Seller is unable to perform the scheduled work for any reason, Buyer will reimburse Seller at the charges per Section 1 of this Agreement for the duration of the standby time. In furtherance of the performance of work, if Seller is onsite during a Buyer scheduled "off day", then Seller shall be reimbursed travel, mileage and per diem expenses for its personnel.

**17. OPERATION OF EQUIPMENT:**

Seller's personnel are not authorized to operate Buyer's equipment. All operation of such equipment shall be performed by and under the control of Buyer.

**18. PROPRIETARY INFORMATION:**

Any proprietary information concerning Seller's or its suppliers' products or manufacturing process which is so designated by Seller or its suppliers and disclosed to Buyer incident to the performance of this order shall remain the property of Seller or its suppliers and is disclosed in confidence, and Buyer shall not publish or otherwise disclose it to others without the written approval of Seller, and no rights, implied or otherwise, are granted to produce or have produced any such products or to practice or cause to be practiced any such manufacturing processes or other processes.

**19. NO NUCLEAR USE:**

The Buyer and Seller agree that none of the materials, equipment, and/or services of the Seller to be furnished hereunder shall be installed in, used or operated in connection with, or in any manner associated with a nuclear or atomic energy activity or facility.

**20. APPLICABLE LAW:**

This contract shall be interpreted in accordance with the laws of Texas.

**21. DATA PRIVACY NOTICE:** For information regarding Seller's processing of personal data, see the Chart Industries, Inc. Privacy Notice, which is available at <http://www.chartindustries.com/Terms-Conditions> under "Customer Privacy Information". Buyer represents and warrants that it will provide such privacy statement to all of Buyer's employees, contractors, agents, or other persons authorized to act on Buyer's behalf at or before the time that any such persons interact with or provide any personal information to Seller.