100% Employee Owned
ISO 9001:2008 Certified
3557 Progress Drive
Bensalem, PA 19020
(215) 638-4700
Fax: (215) 638-1707
www.airlinehyd.com

Airline Hydraulics Corporation
Fluid Power, Automation and Motion Control for All Industries

Hydraulics	**Pneumatics**
Repair and Field Service	**Fluid Connectors**
Marine and Mobile Systems	**Lubrication Solutions**
Electro Drive & Control Group	**Automation**
PLC and Sensing Technologies	**Safety Systems**
Modular Framing Structures	**Sub-Assemblies**

INVOICING RATES & CONDITIONS FOR DISPATCHING OF SERVICE PERSONNEL – OFFSHORE (EFFECTIVE: 20Jan2014)

*** 2 Hour Minimum billing charge for all service visits. ***
*** All service visits billed from portal to portal. ***

*** Technician Level Explanations can be found on page 2 of this document. ***

		Technician Level:		
1.)	Working Conditions	**Level 1**	**Level 2**	**Level 3**
1.1	Regular working hours up to 8 hours per day Monday through Friday	$125.00	$175.00	$200.00
1.2	Saturday & Weekdays in excess of 8 hours	$180.00	$215.00	$250.00
1.3	Sundays & Holidays	$235.00	$285.00	$325.00
1.4	Wait Time / Work delay customer related	As hours worked, Regular or Overtime		
1.5	Non-working weekend & holidays maximum; 8 hours / day	$75.00	$75.00	$75.00
1.6	Travel Hours	$100.00	$125.00	$125.00
1.7	Travel Hours (Weekends, Holidays & Regular Working Day exceeding 8 hours worked.)	$135.00	$150.00	$150.00
1.8	Shift Differential; Work hours between 10:00 p.m. & 6:00 a.m.	As hours worked, Regular or Overtime + 25%		
2.)	Vehicle Mileage	$0.55 / mile		
3.)	Living Expenses: Meals, Lodging, Etc.	Cost + 10%		
4.)	Travel Expenses: Airfare, Rental Car, Taxi, Tolls, Etc.	Cost + 10%		
5.)	Shipping Expenses: technicians tools, spare parts, etc.	Cost as incurred		

*** NOTE: Rates are subject to change without notice. ***

Marine & Mobile Systems
428 Woodbine-Ocean View Rd.
Ocean View, NJ 08230
(609) 624-3700
Fax: (609) 624-0863

York
2A Interchange Place
York, PA 17406
(717) 767-6466
Fax: (717) 764-2147

Baltimore
Baltimore, MD
(410) 574-5200
Fax: (410) 574-1141

Lehigh Valley
Bethlehem, PA
(610) 758-9400
Fax: (610) 758-9444

North Jersey/New York
Edison, NJ
(732) 346-0700
(888) 842-5493
Fax: (732) 346-3177

New England
2 Sterling Rd., Unit 2C
N. Billerica, MA 01862
(978) 353-0200
(866) REXROTH
Fax: (978) 353-3084

Pittsburgh
145 Delta Drive
Pittsburgh, PA 15238
(412) 963-6633
(877) 288-6623
Fax: (412) 963-7040

New York State
200 Mile Crossing Blvd.
Suite 1B
Rochester, NY 14624
(800) 477-9772
Fax: (800) 720-6589

Fluid Power Automation (FPA) • 376 Dry Bridge Road., Bldg. B-1, N. Kingston, RI 02852 • (401) 583-0190 • Fax: (401) 583-0191 • www.fluidpowerautomation.com
Innovative Automation & Controls, Inc. (IACI) • 11447 Cronhill Drive, Suite J, Owings Mills, MD 21117 • (410) 581-2200 • Fax: (410) 581-2231 • www.iacitech.com
Fluid Power Service • 4474 Walden Avenue, Lancaster, NY 14086 • (716) 681-8474 • Fax: (716) 681-8514 • www.fluidpowerservice.com

Level 1:
Hydraulic Mechanic / Welder / Assembler
- Skill set includes but not limited to the following:
  - Pipe fitting
  - Assembly
  - Repairing Leaks
  - Preventative Maintenance

Level 2:
Service Technician Hydraulic / Electronic
- Skill set includes but not limited to the following:
  - Troubleshooting
  - System Startup
  - System Installation
  - Inspection Services
  - Wiring

Level 3:
Supervisor Hydraulic / Electronic Software
- Skill set includes but not limited to the following:
  - Data acquisition
  - System tuning – System Startup
  - Project Planning
  - Secondary Pump Controls
  - System Installation
  - Troubleshooting

Home Leave Clause:

- *Employees assigned on long-term assignments will be entitled to travel home or spousal travel to the job site, provided there are no on-site service requirements which preclude such travel. Expenses required for such travel will be billed at the incurred cost. Conditions for long-term assignments will be reviewed on a case-by-case basis.*

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AIRLINE HYDRAULICS CORPORATION
TERMS AND CONDITIONS OF SALE

1. Prices: Unless Seller specifically states otherwise in writing, prices quoted apply only to the quantity and to the delivery schedule specified, may not be accepted in part, and shall automatically expire after 30 calendar days from the quoted date. Prices are **F.O.B. Origin**, Seller's manufacturing plant or branch unless Seller otherwise specifies. Additional services are subject to charge at Seller's standard rates. Additionally, the price of any article scheduled for shipment on a date beyond a period of 90 calendar days from the date of Seller's quotation or, if formal quotation has not been made, from receipt of Buyer's order, is subject to increase or decrease by Seller unless otherwise agreed to in writing.
Payment shall not prejudice claims on account of omissions or shortages in shipment, but no such claim will be allowed unless made within 30 calendar days after receipt of shipment by Buyer.
Prices of electric motors and other accessory components are not guaranteed to Seller by the manufacturer and are subject to escalation. Therefore, Seller's prices are subject to adjustment to reflect costs of electric motors and/or other accessory components in effect as the time of shipment.
Prices include ordinary packing only.

2. Delivery: Unless Seller otherwise specifies, delivery will be made F.O.B., Seller's manufacturing plant or branch and title and risk of loss shall pass to Buyer at that point. Seller shall have the right to choose means of transportation and to route shipments when specific instructions are not included with Buyer's order.
The Seller shall not be liable, nor shall this order be subject to cancellation, for any delay in delivery which is caused by or due to any contingency beyond the Seller's control ("Force Majeure"), including, but not limited to, wars, fire, floods, riots, strikes or lockouts, or labor disputes involving the Seller or its subcontractors, insurrection, earthquakes, embargos, Acts of God, demands or requirements of governments, failure of or delay in transportation, unusually severe weather, default of a supplier or subcontractor or due to any other cause beyond Seller's reasonable control. In the event of delay for any such cause, the specified delivery date shall be extended for a reasonable length of time, but not less than the period of delay.

3. Terms of Payment: Unless otherwise agreed to in writing by Seller, terms of payment shall be, subject to credit approval by Seller, Net 30 Days from date of invoice.

4. Taxes: Prices do not include any present or future federal, state or local sales, use, excise, manufacturing, processing or importation tax, or any other tax or charge that is, or may be imposed, on the articles or services covered hereby or on subsidiary articles or material incorporated therein. Any such taxes or charges will be added to the invoices as separate items, unless appropriate exemption certificates are furnished to Seller.

5. Compliance With Laws: Seller to the best of his knowledge and belief, is complying with all state and federal laws, orders and regulations applicable to the manufacture of the articles ordered.

6. Partial Shipments: Unless Seller agrees in writing to the contrary, Seller reserves the right to make and to invoice for partial shipments of completed articles.

7. Cancellation and Changes: Orders are not subject to cancellation, complete or partial, without Seller's written consent. Any reduction in quantities ordered shall constitute a partial cancellation subject to this clause. If any change causes an increase in the cost of or time required for the performance of any work under the order, an equitable adjustment will be made to the price or delivery schedule, or both. Where Seller consents to cancellation, settlement will be made on the following basis: Buyer will pay to Seller, upon delivery, the full purchase price of all articles completed at the time Seller agrees to cancellation and, if Seller elects to complete any part or all of the articles scheduled for delivery within 30 calendar days from such time, the full purchase price of all such articles so completed, and Buyer will further pay to Seller a percentage of the purchase price of all other articles equivalent to the percentage of completion thereof as determined by Seller's normal cost accounting methods. Buyer will also pay the full unamortized costs of materials, dies, tools, patterns, and fixtures, made or contracted specifically for Buyer's order. Invoices for all cancellation charges are payable promptly upon presentation. If within 60 calendar days from the presentation of such invoice Buyer does not instruct Seller as to the disposition of the material, etc., arising from the cancellation, Seller may sell the same, crediting Buyer for the proceeds. Buyer will also pay the reasonable costs and expenses incurred by Seller in making a settlement hereunder and in protecting property in which Buyer has an interest.
Seller will defer manufacture or delivery of any articles only if and to the extent agreed to in writing.

8. Defaults: If Buyer shall fail to pay promptly when due any sum owing to Seller or to perform any

agreement under this order or under any other order heretofore or hereafter placed with Seller or if Buyer shall be adjudicated bankrupt or insolvent or shall make an assignment for the benefit of creditors or if there shall be instituted by or against Buyer any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt or insolvency law of any jurisdiction or for the appointment of a receiver or trustee in respect of any of Buyer's property and, if any such proceeding shall be instituted against Buyer, it shall not be dismissed within 20 calendar days, or if Seller shall reasonably believe that Buyer is unable to meet Buyer's debts as they mature, then, and in any such event, Seller may, in addition to exercising any or all other rights that Seller may have, require payment of cash upon delivery, and Seller may, upon written notice to Buyer at any time, terminate all Seller's obligations under any one or more of such orders. Upon termination pursuant to this clause, Buyer shall thereupon become obligated to pay the same sum in respect to each such order as if such order had been cancelled by Buyer with Seller's consent and settlement had been made on the basis set forth in Paragraph 7 of these Terms and Conditions.

9. Warranties: The Seller warrants all products to be free from defects in material and workmanship under normal operating conditions and proper application in accordance with the current manufacturer's specifications for operation as specified below:

- Assembled Product (Power units, Pneumatic subassemblies, Structural framing, Hose assemblies, Electrical control enclosures, etc.) & Repaired Product (Pumps, Valves, Cylinders, Motors, etc.) – twelve (12) months after shipment date
- Vendor items – per manufacturers' warranty policy. Copies of such warranties will be furnished upon request.

Limitations on Warranty

This warranty is expressly in lieu of any other warranties expressed or implied, including any warranty of merchantability or fitness for a particular purpose.

Buyer's sole and exclusive remedy under this warranty shall be limited to the repair or exchange of warranted products at our option, F.O.B. our factory.

If the Buyer or Agent grants any warranty greater in scope or time period or labor allowance, the Seller shall not be liable beyond the herein-stated limitations. Equipment and accessories not of our manufacture are warranted to the extent of the warranty of the original manufacturer.

No special, incidental, consequential or other damages shall be recoverable. The Seller shall not be liable for consequential damages or contingent liabilities including, but not limited to, loss of life, personal injury, loss of crops, loss due to fire or water damage, loss of business income, downtime, costs and trade or other commercial loss arising out of the failure of the product. The Seller will in no event be liable for any sum in excess of the price received by it for the product for which liability is claimed or associated.

No products shall be returned without prior authorization from The Seller. Buyer shall prepay all transportation charges for the return of such products to Seller's factory or factory service center. There will be no acceptance of any charges for labor and/or parts incidental to the removal and remounting of products repaired or replaced under this warranty.

The above warranty does not cover conditions over which we have no control, including, without limitation, contamination, pressures in excess of recommended maximum, products damaged or subjected to accident, abuse or misuse after shipment from our factory, products altered or repaired by anyone other than Airline Hydraulics personnel, or persons so designated in writing by the Seller prior to commencement of said work.

Types of failures which are not attributable to defects in materials and/or workmanship and which are not considered by the Seller as covered under the warranty, include, but are not limited to:

- Damages due to deterioration during periods of storage by the purchaser prior to installation and operation
- Damage of any kind from erosive or corrosive action of any gasses or liquids handled by the machinery
- Lack of or incorrect type hydraulic fluid
- Contamination of the hydraulic fluid
- Damage attributable to accident, abuse, neglect
- Stripped splines or keyways on drive shaft
- Incorrect mounting of external gears, pulleys, etc.
- Operating beyond the recommended maximum speeds, pressures, voltages or temperatures
- Use of the product in a manner or purpose for which it was not designed or intended.
- Repairs by unauthorized personnel
- Misalignment

10. Controlling Terms: Unless otherwise specifically agreed to by Seller in writing, all of the terms and conditions hereunder shall be the sole terms and conditions governing any purchase by Buyer from Seller. No modification of or addition to or waiver of any of the terms and conditions hereof will be effective unless agreed to in writing by Seller. If any terms on any of the Buyer's purchase orders conflict with any of the terms and conditions herein, the terms of this document shall be controlling. Any preprinted terms on the front or reverse of any Buyer's purchase order executed in connection with any purchase by Buyer from Seller shall be of no effect.

11. Indemnity and Hold Harmless: To the fullest extent permitted by law, the Buyer agrees to indemnify, hold harmless and defend the Seller, and its agents, employees, representatives, officers, directors, stockholders, members, managers and parent, subsidiary and affiliated companies (the "Indemnified Parties") from and against any claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, whether performed at the Buyer's site or not, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or

injury to or destruction of tangible property (other than the work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Buyer, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless or whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

12. Limitation of Seller's Liability: Except as may be provided, Seller's maximum aggregate liability to Buyer for breach of any and all terms, conditions, representations, covenants, obligations or other provisions of this agreement will not, individually or in the aggregate, exceed one hundred (100%) of the quoted and/or or acknowledged price. Excluded from the foregoing limitation of Seller's liability to Buyer is the obligation to repair or replace defects in the work pursuant to Paragraph 9 above.

13. Confidential/Proprietary Information: Buyer and Seller hereby acknowledge that each may have access to confidential/proprietary information and trade secrets of the other party hereto. Therefore, Buyer and Seller covenant that, without the prior written consent of the other party, they shall not utilize or disclose any confidential/proprietary information or trade secrets disclosed to them by the other party, except in connection with their respective obligations under this agreement. The above nondisclosure restriction shall not apply to any information that (i) can be demonstrated by competent proof to have been known by the recipient at the time of receipt and reduced to writing; (ii) was subsequently otherwise legally acquired by such party from a third person having an independent right to disclose the information; (iii) is now, or later becomes, publicly known without breach of this agreement by either party; or (v) is required to be disclosed pursuant to applicable law or legal process. Further, the parties covenant that, without the prior written consent of the other party, they shall not disclose any information relating to the terms of this agreement or the Work to any person other than the parties' agents, employees and representatives.

14. Applicable Law: Unless otherwise provided in writing by Seller, all purchases by Buyer from Seller and the performance of the parties hereunder are in all respects (including, but not limited to, all matters of interpretation, validity, performance, breach, and the consequences of breach) to be governed by and construed in accordance with the internal, substantive laws of the Commonwealth of Pennsylvania, excluding, and without regard to, its or any other jurisdiction's rules concerning any conflict of laws, as amended and now in effect.

15. Severability: The sections of this agreement are severable, and in the event any section or portion of the agreement shall be declared illegal or unenforceable, the remainder of the agreement shall be effective and binding on Buyer and Seller.

16. Waiver: Seller's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege, or Seller's waiver of any breach hereunder, shall not constitute a waiver of any other terms, conditions, privileges or rights, whether of the same or similar type.

17. Entire Agreement: This document shall constitute the entire and complete agreement between Buyer and Seller with respect to all matters contained herein, and they supersede all previous drafts, inquiries, offers, correspondence and the like between the parties with respect to the subject matters hereof.

AHC D0108 OCT-04