



2025 FACTORY AUTHORIZED/TRAINED TECHNICAL FIELD SERVICE SUPERVISION RATES AND STANDARD TERMS OF SERVICE WORK AND WARRANTY

The following Dynamic Compressor Services, LLC. rates shall apply to all services provided by each Technical Field Service Supervisor.

- Rates are intended for the 2025 calendar year. We reserve the right to change our rates at any time without notice.
 - a. **Base rate of \$1,760.00 per eight-hour workday:** (\$220.00/hr)
 - b. In addition, overtime work will be billed as follows:
 - Monday - Friday (over 8 and up to 12 hours).....\$330.00/hr worked
 - Monday - Friday (over 12 hours).....\$440.00/hr worked
 - Saturday (first 8 hours).....\$330.00/hr worked
 - Saturday (over 8 hours).....\$440.00/hr worked
 - Sundays and Holidays (all hours).....\$440.00/hr worked
 - c. Work performed outside normal working hours (8:00AM to 4:00PM) will be billed at overtime rate, unless pre-scheduled and approved by Dynamic Compressor Services LLC.
 - d. A charge of four hours per day at the base rate will apply to weekend layovers.
 - e. Eight hour minimum for all service calls.
 - f. The above rates do not include any taxes, if applicable.
 - g. Factory Technical Field Service Supervisor when required will be billed at our discounted cost plus 20%, plus travel and living expense. Living and travel expense will be invoiced at cost plus 20% also. Customer will be notified in this event before using factory personnel.
 - h. Outside service professional required will be billed at cost plus 20%; this includes machining, motor repair professionals, dryer repair professionals, and other specialty service providers being billed through Dynamic Compressor Services, LLC.
- Dynamic Compressor Services, LLC. travel charge is from Portal to Portal.
 - a. Customer to be charged appropriate hourly rates from the time we leave Dynamic Compressor Services, LLC. or from technician home or current work site. This exact location of departure will be determined at time of requirement. Customer to also be charged from the time we leave job site until we arrive back at Dynamic Compressor Services, LLC. at our appropriate hourly rates.
 - b. Air Fare, Hotel, and Travel expense will be charged at cost plus 20%, per diem will be charged at \$80.00 per day, when out of the Detroit metro area.
 - c. Truck Charge of \$1.75 per mile will be charged in addition to our appropriate hourly rate.
 - d. Special tools, labor, and or outside services will be billed at cost plus 20%. Shipping + 5%.
 - e. All parts and factory services will not exceed OEM factory established list prices.



- f. A 4% SURCHARGE WILL BE APPLIED TO ALL PAYMENTS MADE WITH A CREDIT CARD. Dynamic Compressor Services, LLC. Terms of Sale applies to all contracts and or Purchase Orders.

STANDARD TERMS OF SERVICE WORK AND WARRANTY

Dynamic Compressor Services, LLC., (hereinafter called "Company") will, upon request from Purchaser, and subject to availability, furnish the services of a technical field service representative (hereinafter called "Representative") subject to the terms and conditions below.

- **Charges** - Unless a fixed price is agreed upon in writing, Purchaser shall pay for field service work at the rates currently in effect at the time of performance. A copy of the current Rate Schedule is attached hereto and made a part hereof. However, such rates are subject to adjustment without notice. Time sheets showing hours worked shall be presented to Purchaser for approval insofar as practical; however, such approval shall not be required for invoicing by Company of the Representative's time and expenses. All payments shall be made by Purchaser in U.S. Dollars upon receipt of invoice. Invoices not paid within 30 days from the date of issuance shall be subject to interest at the rate of 1% per month for each month they remain unpaid, but not to exceed the highest contractual rate allowed by law.
- **Labor, Permits, Taxes, Tariffs Certifications –**
 - a. The Purchaser shall, at its own expense, secure any work permit, labor permit, tax exemption certificate, or any other authorization which may be required to permit the Representative to perform the requested services. If special certification, pre-qualification, or other examinations are obtained at the Purchaser's request, the cost incurred shall be for the Purchaser's account and shall be reimbursed by the Purchaser. Any loss of the Representative's services pending the procurement of any such permit, authorization, certification, or examination shall be for the Purchaser's account and shall be paid for by the Purchaser.
 - b. The prices quoted for services do not include any sales, privilege, use, turnover, excise, tariff or other similar tax. The amount of any such tax which Company shall be required to pay because of the furnishing of services shall be reimbursed to Company by Purchaser upon presentation of an invoice therefore.
- **Purchaser's Responsibilities –**
 - a. Unless otherwise stated in writing, Purchaser shall provide the labor, supervision, materials, and supplies necessary to perform the work.
 - b. Purchaser understands that Representative's responsibility is limited to furnishing technical advice only and that Representative shall not be utilized by Purchaser as a supervisor of Purchaser's employees, subcontractors, or agents.
 - c. Purchaser shall furnish the Representative a safe and healthful place to work.
 - d. Neither Company nor the Representative shall be responsible for any acts, omissions, or workmanship of employees, contractors, subcontractors, or agents of Purchaser or for their failure to follow the advice or instructions of the Representative, or for performing



any work or giving any advice in respect to equipment manufactured or services sold to Purchaser by others.

- e. Although Company will be responsible for mechanical adjustments to its products and accessories which are recommended by Representative, Company has no responsibility for the correctness of the installation site, the appropriateness and compatibility of the installation with respect to the remainder of Purchaser's facility, or the ability of Purchaser's personnel to correctly operate and maintain Company's products.

- **Suspension of Service** - Should Purchaser elect to suspend work under this contract, Company shall be notified at least seven (7) days in advance of the suspension date. Company shall be entitled to a reasonable price adjustment resulting from reasonable expenses resulting from such suspension.

- **Inspection and Warranty –**

- a. All services provided by Company shall be promptly inspected and accepted upon completion and prior to Representative's leaving Purchaser's premises. At such time Purchaser must assert in writing any claims whatsoever in connection with the work performed by Representative, other than those provided for under the Warranty clause below, or such claims shall be waived.
- b. Company warrants to Purchaser that the field services supplied hereunder will be performed in a competent, diligent manner and in accordance with generally accepted standards for such services. This warranty does not extend Company's separate standard warranty on equipment or parts manufactured or furnished by Company. Such equipment or parts shall contain Company's equipment or parts warranty. Parts or components not manufactured by Company are warranted only to the extent of the original manufacturer's warranty to Company, and such manufacturer shall have responsibility for servicing such parts and components.
- c. All claims for defective field services hereunder must be made in writing immediately upon discovery and, in any event, within ninety (90) days from the date of completion of said services, and defective work must be held for Company's inspection. Routine items such as but not limited to minor control adjustments, are not considered warrantable. Upon submission of a claim and substantiation thereof, Company shall, at its option, either (i) repair or replace the defective work, including repair or replacement, f.o.b. Company's plant, of defective or damaged parts furnished by Company in connection with such services upon return thereof, f.o.b. Company's plant, within the warranty period, or (ii) refund an equitable portion of the contract price. **THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY.**
- d. Purchaser must operate and maintain the compressor as outlined in the operation and maintenance manual. Failure to operate and perform recommended maintenance procedures at recommended scheduled intervals will result in no warranty whatsoever.

- **Delay in Performance** - Company shall not be liable for delays in performance due to acts of God, acts of Purchaser, accidents, strikes, fire, governmental controls, delays in transportation, and any other cause beyond Company's reasonable control, including inability to obtain or delay



in obtaining suitable labor or material required for this contract. When delays in the work are caused by Purchaser, Company shall be reimbursed for the time and expenses caused by such delay.

- **Insurance** - The Representative shall be properly covered with insurance in the areas of Worker's Compensation, Comprehensive General Liability, and Automobile Liability Insurance. Certificates confirming this insurance coverage are obtainable upon request.
- **Limitation of Liability** –
 - a. Company shall not be responsible for the acts and workmanship of employees, agents, contractors, or subcontractors of Purchaser, nor for failure or malfunction of any tools, materials, equipment, supplies, facilities, or devices not supplied by Company.
 - b. UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, NOR FOR LOSS OF ANTICIPATED PROFITS, NOR FOR DAMAGES HIGHER THAN THE ORIGINAL PRICE OF THE SERVICES PROVIDED BY THE COMPANY TO PURCHASER, PRODUCTION, PURCHASER LABOR, PURCHASER TIME, LOSS OF USE OF EQUIPMENT, OR ANY INSTALLATION, SYSTEM, OR FACILITY INTO WHICH SUCH EQUIPMENT MAY BE LOCATED, WHETHER SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, OR OTHERWISE.
 - c. Any action for breach of contract hereunder must be commenced within one year after the cause of action has accrued.
- **Confidentiality** - The parties acknowledge that either party (as the "Disclosing Party") may disclose or make available to the other party (as the "Receiving Party"), non-public, proprietary and confidential information of Disclosing Party that, if disclosed would cause irreparable harm to the Disclosing Party ("Confidential Information"). The parties hereby agree: (a) not to use such Confidential Information for any purpose other than to perform its obligations under the Agreement; (b) not to disclose such Confidential Information to any person or entity, except for Receiving Party's employees, personnel, subcontractors, or agents on a need to know basis only ("Authorized Representatives") of the Confidential Information to assist the Receiving Party with its obligations under the Agreement, provided that such Authorized Representatives have a contractual or legal confidentiality obligations to that party no less stringent than those contained in this Agreement; and (c) to protect and safeguard the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would use to protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care. This Section 6 shall survive termination of the Agreement. Confidential Information does not include any information that: (a) is or becomes generally available to the public through no wrongful act of the Receiving Party; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information of the Disclosing Party. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable



efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy.

- **Indemnification** - Purchaser will indemnify and hold harmless Company and their respective officers, directors, employees, agents, affiliates, successors, and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees), arising out of or resulting from Purchaser's, or Purchaser's employees, agents, contractors, or subcontractors negligence or willful misconduct or breach of any representation, warranty or obligation.
- **Modifications** - It is recognized that the nature of field service is such that changes in the scope of the service as originally contemplated may occur. Company will undertake additional services within the normal scope of field service but reserves the right to require Purchaser to confirm in writing any extension of the services originally ordered. Company shall be entitled, however, to rely upon oral orders, including instructions of Purchaser's representative at the site. Any additional services performed by Company pursuant to such written or oral orders or instructions shall be paid for on the basis set forth herein or as otherwise agreed to in writing between the parties.
- **Additional Terms** - Any difference or additional terms and conditions proposed by Purchaser in its purchase order or otherwise are hereby rejected by Company and shall not be incorporated into this Agreement unless expressly agreed to in writing by an authorized representative of Company prior to the commencement of any service work for Purchaser. These terms and conditions of service work represent the entire agreement of the parties, and all proposals or agreements made or entered into prior to or contemporaneously with this Agreement, whether verbal or written, are excluded.
- **Compliance with Laws** - Company shall comply with all Federal, State, and local laws, ordinances, rules.
- **Dispute Resolution** - Any controversy, dispute, or claim between the parties arising out of this Agreement shall be resolved at the request of any party to this Agreement, by final and binding arbitration, administered by American Arbitration Association (AAA), and judgment upon any award rendered by the arbitrator may be entered by any state or federal court having jurisdiction thereof. Any such arbitration shall take place exclusively in Michigan. The prevailing party shall be entitled to reasonable attorneys' fees and costs incurred in any arbitration or litigation related to arbitration brought in connection with this Agreement.

SYSTEM: PAYMENT, CANCELLATIONS, CONDITIONS, RULES, AND REGULATIONS APPLICABLE TO ANY PART OF THE WORK HEREUNDER.

- **Assignment** - Company shall be permitted to assign all or any portion of its performance under this contract without the prior consent of Purchaser.
- **Governing Law** - The interpretation of this contract shall be governed by the laws of the State of Michigan.



- **Special Terms** - Deviations from these terms must be agreed upon by both parties and are handled on a case-by-case basis only.
- **Payment Terms for 0-\$250,000** - Subject to credit approval.
- **Payment Terms for Equipment Purchases Over \$250,000** - For equipment purchases with a total order value exceeding \$250,000, the following payment schedule shall apply (also subject to credit approval), unless otherwise agreed in writing by an authorized representative of the Company:
 - a. **Initial Payment:** 25% of the total order value shall be due and payable upon placement of the order, as confirmed by the Company's written acceptance of the Purchaser's purchase order.
 - b. **Progress Payment:** 30% of the total order value shall be due and payable nine (9) weeks from the date of order confirmation by the Company.
 - c. **Shipment Payment:** 35% of the total order value shall be due and payable upon shipment of the equipment from the Company's facility, as evidenced by the issuance of a bill of lading or other shipping documentation.
 - d. **Final Payment:** 10% of the total order value shall be retained by the Purchaser and shall be due and payable upon the earlier of (i) successful startup of the equipment at the Purchaser's designated location, as confirmed in writing by the Purchaser, or (ii) sixty (60) days from the date of equipment shipment, regardless of startup status.
 - e. **General Provisions:**
 - i. All payments shall be made in U.S. Dollars and are subject to the payment terms outlined in Section 1 of the Standard Terms of Service Work and Warranty, including interest at the rate of 1% per month on invoices not paid within thirty (30) days from the date of issuance, not to exceed the highest contractual rate allowed by law.
 - ii. A 4% surcharge shall apply to all payments made with a credit card, as outlined in Section 3(f) of the 2025 Factory Authorized/Trained Technical Field Service Supervision Rates.
 - iii. Failure to make any payment when due may result in the suspension of equipment production, shipment, or related services, and the Company reserves the right to pursue remedies for non-payment as permitted by law.
 - iv. Any deviations from this payment schedule must be agreed upon in writing by an authorized representative of the Company, as per Section 14 of the Standard Terms of Service Work and Warranty.
- **Cancellation Policy** - The following Cancellation Policy applies to all orders and services provided by Dynamic Compressor Services, LLC. This policy governs cancellations related to Parts and Goods, Services, and Equipment. Cancellations must be submitted in writing to the Company, and the effective date of cancellation shall be the date such written notice is received by the Company. Verbal cancellations or instructions will not be accepted unless confirmed in writing by an authorized representative of the Company. The Purchaser shall be responsible for any costs incurred by the Company as a result of cancellation, as outlined below.



a. Parts and Goods

- i. **Standard Parts and Goods:** Orders for standard parts and goods may be canceled prior to shipment, subject to a restocking fee of 20% of the order value to cover administrative and handling costs. If the order has been shipped, the Purchaser shall be responsible for the full cost of the parts and goods, including shipping charges (at cost plus 5%), and any return shipping costs. No cancellations will be accepted for parts and goods once they have been delivered to the Purchaser's designated location unless defective, in which case the warranty provisions in Section 5(c) of the Standard Terms of Service Work and Warranty shall apply.
- ii. **Custom or Special-Order Parts and Goods:** Orders for custom or special-order parts and goods (including those not regularly stocked by the Company or manufactured to Purchaser's specifications) are non-cancelable and non-returnable once the order is confirmed, unless otherwise agreed in writing by the Company. If cancellation is permitted, the Purchaser shall be responsible for all costs incurred by the Company, including but not limited to procurement, manufacturing, and administrative expenses, up to 100% of the order value.
- iii. **Notification Requirements:** Cancellations for parts and goods must be received in writing. Cancellations received after this period may incur additional costs, including but not limited to shipping, handling, and storage fees, billed at cost plus 20%.

b. Services

- i. **Technical Field Service Supervision:** Cancellations of scheduled Technical Field Service Supervisor engagements must be received in writing at least three (3) days prior to the scheduled service date. If canceled within three (3) days, the Purchaser shall be responsible for a cancellation fee equal to four (4) hours at the base rate (\$220.00/hr) per scheduled Representative to cover administrative and scheduling costs.
- ii. **Travel and Related Expenses:** If a Representative has commenced travel to the Purchaser's site at the time of cancellation, the Purchaser shall reimburse the Company for all travel-related expenses incurred, including airfare, hotel, meals, and truck charges, billed at cost plus 20%, as well as the applicable hourly rates for travel time from the point of departure to the point of cancellation, as outlined in Section 3(a) of the 2025 Factory Authorized/Trained Technical Field Service Supervision Rates.
- iii. **Outside Service Professionals:** If cancellation involves services to be performed by outside service professionals (e.g., machining, motor repair, or other specialty services), the Purchaser shall be responsible for any cancellation fees or costs imposed by the outside service provider, billed at cost plus 20%.

c. Equipment

- i. **Standard or Custom Equipment:** Orders for standard or custom equipment may be canceled prior to shipment, per the schedule below:
 - a. 10% on receipt of purchase order
 - b. 30% on engineering completion



- c. 50% on release to purchase and manufacture
- d. 100% once production has started

No cancellations will be accepted for equipment once delivered to the Purchaser's designated location unless defective, in which case the warranty provisions in Section 5(c) of the Standard Terms of Service Work and Warranty shall apply.

- ii. **Notification Requirements:** Cancellations for equipment must be received in writing. Cancellations may incur additional costs, including but not limited to shipping, handling, and storage fees, billed at cost plus 20%.

d. General Provisions

- i. **Force Majeure:** The Company shall not be liable for any failure to accept or process a cancellation due to acts of God, governmental controls, or other causes beyond the Company's reasonable control, as outlined in Section 6 of the Standard Terms of Service Work and Warranty.
- ii. **Payment Terms:** All cancellation fees and reimbursable costs shall be invoiced to the Purchaser and are due within thirty (30) days of the invoice date, subject to the payment terms outlined in Section 1 of the Standard Terms of Service Work and Warranty, including interest on overdue amounts.
- iii. **Modifications to Cancellation Policy:** Any deviations from this Cancellation Policy must be agreed upon in writing by an authorized representative of the Company, as per Section 14 of the Standard Terms of Service Work and Warranty.