# TTR Group Inc. Services Contract Field Service Terms & Conditions- Rev 4



Prior to acceptance of the service contract TTR requires this form to be completed by the authorized employee or purchasing agent assigned to or with the ability to bind the company when entering into this four page agreement.

A purchase order reference must accompany this signed document in order to execute the validity of the agreement. All purchase orders must identify and contain the scope of work including site locations, contacts and directions .Please include cell numbers and e mail.

Travel time is working time and will be billed at prevailing rates, parts and expenses are additional. Any unnecessary delays on site by the contractor will be brought to the attention of the purchaser of this contract.

# Conditions

### 1. Indemnification

By placing a request for service, Customer hereby agrees to indemnify and save harmless Company (including) any of Company's divisions, subsidiaries, lessors, lessees, or affiliates) against any and all liabilities, claims (founded and unfounded), losses, damages, costs, expenses of any kind (including without limitation, consequential damages and reasonable professional fees) arising in any way out of the presence of Company service employees on Customer's premises or job site of the performance of any service or repair activity and activities incidental thereto or of the operation of any tools, equipment, machinery or vehicles of any kind, nature of description, provided, however, that Company shall remain liable for its own misconduct.

The customer/ contractor will provide a safe working environment, including but not limited to:

- Ventilation
- Lighting
- Shoring of excavation as required
- Scaffolding and fall protection as required

TTR Group Inc. will provide a service technician properly trained in safety and confined space; however, local training may be required and is the responsibility of the contractor to make the necessary arrangements prior to site inspection requirements. The Field Service Technician has the right to refuse work in any unsafe condition until the condition is corrected.

### 2. Normal Working Hours and Days

A Normal working day is 8 hours per day Days - Monday – Friday Lunch 1 hour

#### **Working Day Exceptions**

Observed holidays including: Day before New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Friday following Thanksgiving, Christmas Eve, Christmas.

# Terms

#### 3. Rates

Work in Canada is to be paid in Canadian Funds. Work in The USA or outside North America to be paid in US Funds.

#### Field Service rates shall be as follows:

#### Daily Rate:

\$1200.00 per day based on a 8 hour day. A minimum charge for ½ days' time will be made for any time on site less than 3 hours. Overtime will be billed at the prevailing rate for hours in excess of 8 hours spent on a job as per the rate chart. Travel time is working time and will be billed at prevailing rates, parts and expenses are additional.

### Hourly Rate Chart

\$150.00/hr – Normal working hours (Monday-Friday)

\$175.00/hr – Overtime and Saturdays in excess of an 8 hour day billed hourly and any part thereof.

\$200.00 /hr – Holidays and Sundays.

### Site Reports

Site reports when required are 100.00 per report that includes 3 hard copies and one PDF electronic copy that may include photographs when applicable.

### Note:

\$25.00 additional per hour will be charged when service is required / scheduled less than 14 days in advance. An addition of \$50.00 per hour will be charged for service work performed inside containment at nuclear facilities or contaminated sites.

## 4. Expenses

### A. Travel

- 1. Transportation expense from TTR Group Inc. (the "Company"), Oakville, ON to the customer's plant or construction site and return trip to Oakville, Ontario. This in all cases will be considered our transportation charge whether it be plane, train or automobile rental or combination thereof.
- 2. Private automobile travel at the rate of \$.60 per km. local travel including to and from the airport when air / train or ferry travel is required.
- 3. Expenses also include any local travel required car rental or taxi.at the site or to and from the airport.
- 4. Visas or permits are extra when required by local government, Country or Law.
- 5. Medications and vaccinations are extra as required or recommended by Canadian travel physicians.
- 6. All taxies to and from the hotel and or airport including the TTR Office.
- 7. Any flight delays will be considered travel time and delays to the sight as a result of air or ground situations will not be the responsibility of TTR and considered travel time.
- 8. Delays to the site to maintain deadlines caused by carriers will not be the responsibility of TTR. All schedules will be maintained whenever possible.
- 9. Any rebooking requirements of flights due to carrier delays will be made by TTR however will be responsibility of the purchaser and will be expensed.
- 10. Vaccines are extra if applicable based on travel physicians recommendations based on the site location and country.

- 11. Airport parking if a taxi is not utilized.
- 12. Hotel parking at the destination when necessary.
- 13. All local business administration expense for additional customer OMIs or manuals should they be required.
- 14. Car rental insurance full coverage will be taken and included in the car rental expense in all circumstances.
- 15. Depending on equipment requirements truck rental may be required and will be determined prior to commencement of the site services contract.

## B. Living

- 1. Actual expenses for lodging, meals and incidental costs will be billed at cost plus 15%.
- 2. Living expenses are to be expensed due to any departure delays or road closures.

### 5. Parts

All parts supplied will be billed at regular prices as established from time to time by TTR. Approved and customer authorized service work performed by others under our Guidance and authorization will be billed at our cost, plus 15%. Shipments over 100 lbs. will not be handled and must be shipped on skids.

Any parts required to be shipped to the site is the responsibility of the customer. All freight charges associated to parts delivered to site are the responsibility of the customer

## 6. Payment

Payment is due upon receipt of the labor invoice in full and all expenses with receipts including all mileage and transportation fees. Overdue accounts beyond 15 days will be charged at 2% per month

50% deposit for estimated travel and living expenses is required based on the contract estimate.

Air travel will be approved by the purchaser and once accepted will invoiced in advance and is to be paid in full prior to travelling.

Wire transfers are acceptable. Cancellation fees will apply under item 8 of the services contract.

## 7. Example

#### Transportation

Flights Rail Car Rental, Car Insurance & Fuel Local KM Mileage If Applicable

#### Meals

Breakfast	Not to exceed \$30.00 dollars any currency per day.
Lunch	Not to exceed \$30.00 Dollars any currency per day.
Dinner	Not to exceed \$80.00 Dollars any currency per day.
Lodging	Not to exceed \$300.00 per night plus all applicable taxes. Not required within 200 km from the head office or if all work is completed at the end of a normal 8 hour day.

### 8. Cancellation

Reservations and bookings will only be made at the time of authorization to proceed is received in writing. Booking and reservations can be made once authorization is received and prior to receipt of a formal PO however will be subject to all cancellation charges once reservations are committed and nonrefundable based on the terms of the airline, hotel or any other facility. Should the field services contract be cancelled prior to commencement the customer, purchaser will be responsible for all cancellation charges associated to this field services contract.

Cancellation of the field services contract 24 hours prior to commencement will be subject to all expenses to that point and 50% of the estimated Time required or duration of the contract. If the field services are completed earlier than the predicted time required only charges for the site and travel time will be charged. The purchase order is based on a duration estimate and the purchaser accepts the additional charges to complete the field services work based on the scope unless advised in writing to cease operations.

Site Name:						
Site Address						
Site Contact						
Site Start Time		Site Finish Time				
After Hours Contact						
Customer:						
Contractor:		Location:				
Consultant:	TR#	Travel:	Hrs Travel:	Km		
Project:	PO#:	Service:	Hrs Date:			
Scope of Work						
Equipment Required						
Estimated Time Required				_		
Contact:		Number				
Print Name	Signature	Company	Date			

# 9. Contract & Scope



## TTR Field Service Terms & Conditions Contract Submittal Form

## **10.** Contract Estimate & Reference Information

Flight	Departs	Arrives	Estimate			
Flight Costs						
Airport Parking						
Hotel	Name	Location				
Hotel Rate						
Hotel Parking						
Car Rental	Car Rental					
Fuel Destination						
Mileage Charges Destination Km						
Mileage Charge Airport Travel Km						
Vaccines						
Documentation						
Meals						

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**Total Estimate** 

Total Days Including Travel Days (Estimate)



10 Contract Acceptance (to be completed by both parties)				
Customer Purchase Order				
Contract Duration (estimated Days / Hrs)				
TTR Site Technician				
Site Address				
Site Contact				
TTR Contact Information email /cell				
Site Name				

**Known Hazards** 

Accepted TTR\_\_\_\_\_\_ Accepted Customer\_\_\_\_\_

Date\_\_\_\_\_

Customer Accepts all terms and conditions of the TTR Group Inc. Terms and Conditions of the field services contract.

This document is the property of TTR Group Inc. and cannot be copied or distributed without the written permission of the corporation.

Notes:

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Form 03-120617

Date