

CPolicy for: QA 23- TERMS & CONDITIONS- SERVICES

TERMS AND CONDITIONS

- General.** "Services" means all services supplied to the Purchaser by LSM pursuant to these terms and conditions which is an adjunct to our **QA 22 Terms and Conditions of Sale and QA20 Warranty Policy**. Service means all aspects of services provided by LSM our its Contractors for installation and consultancy / technical support. The customer by providing LSM with a purchase order accepts the terms contained in this policy. **Please Note: All prices / costs quoted are Exclusive of GST and so GST must be added.**
- Service / Mobilisation Costs.** Costs for each person supplied by LSM are as tabled below:

Service	Cost\$ / Unit
Call- Out Fee Normal Hours	120
Call- Out Fee After Hours	180
Standard Site Rate (technician / trades- person with standard tooling / equipment) hourly rate based upon 7.5 hour day / weekdays	120 / hr
Overtime / Weekend rates (additional)	60 / hr
Stand- by rate (Standard Hours)	120/hr
Travel Rate	120 / hr
Technical Support / Consultancy / Training	180 / hr
Kilometre Rate / Tooling	1.80 / km
Meals / Accommodation	400 / day
Hire Vehicles	300 / day
Flights	Actuals +25%
Contractor Services	Actuals +25%
Hire Equipment	Actuals + 25%

- Hourly rates:** Standard Site Time hours are based upon a standard 7.5 hour day / weekdays- Monday to Friday. Where the customer requires LSM Technicians to beyond the 7.5 hour days and on weekends then the above Standard Site Time rate plus applicable Overtime Rates will apply. **Please note that under OH&S obligations / compliance no LSM employee or contractor is to work more than 14 hours without a 10 hour break nor longer than 14 days consecutively.**
- Other Services:** Where specialised external services or consultancy is required by the Purchaser then the chargeable rates will be actuals plus 25%.
- Travel / Ancillary Costs:** costs (accommodation / flights, etc) of acceptable quality can be organised / paid by the customer at their cost so as to avoid the 15% administration surcharge.
- Travel Time:** Travel to the Purchasers designated site location is provide in the site rate for one (1) return trip per working day, within normal working hours for a maximum of 30 minutes (return) travel. Where travel is required to other locations beyond this time or where additional visits are required to the work site (beyond our control) then the tabled rates for travel time will apply.

- Accommodation / Meals:** Please note that where it is not possible to complete work and return home within a 14 hour working period then the Purchaser will accept accommodation / meal charges as tabled.
- Installation Time / Prices:** Installation is estimated and budget pricing will be provided which is in line with the work to be completed. Where variances occur, the customer will be consulted and advised of such variances at the end of each working day.
 - Quoted fixed prices.** In some cases fixed hours / prices will be applicable to complete the service work. However, in such cases where delays occur or where additional visits are required beyond LSM or its Contractors control, then the Purchaser agrees to accept the additional charges as tabled.
 - Delays:** In such cases where delays occur all efforts will be made to rectify such delays. Where such delays are unforeseen or where delays are not related to LSM or its Contractors, the Purchaser agrees to accept rates and charges according to those tabled.
 - Additional Work:** The scope of work is to be provided by the Purchaser and LSM will quote accordingly. However, should the scope of work deviate from that quoted or provided initially in the Purchasers order / scope of work then the Purchaser accepts additional charges as tabled
- Installation Pre- Requisites:** Unless otherwise quoted, the following is understood to be a minimum pre- requisite for LSM to start work and comply to fixed price or estimated quotations for provision of service work.
 - Ready access to machine / equipment:** The machine or equipment must be made readily available for LSM to start immediate work.
 - Sole Access:** The equipment is to be provide to LSM and its contractors for sole access during its work. The Purchaser accepts that additional charges may apply as tabled if other work is being completed by the purchaser or other contractors and delays occur to LSM or its contractors as a result.
 - Cleanliness of equipment:** All equipment is to be cleaned prior to start of work.
 - Sheltered / Safe working conditions:** Sheltered / safe and sanitary work place is to be provided by the Purchaser to protect LSM and its Contractors.
 - Supply of power / water air:** Supply of clean drinking water and power is to be provided by the Purchaser for the duration of work.

Please note that: LSM Technologies has made every endeavour to ensure that this documents is correct and upto date without error or omission, however it reserves the right to change its Policies and Procedures from time to time, without notice and at its sole discretion

Department	Administration	Pages	1 of 2	Issue Date	10/06/06
Completed by:	Peterw			Revision #	1
File Name	QA 23 .doc			Revision Date	01/01/2009

■ CPolicy for: QA 23- TERMS & CONDITIONS- SERVICES

Please note that: LSM Technologies has made every endeavour to ensure that this documents is correct and upto date without error or omission, however it reserves the right to change its Policies and Procedures from time to time, without notice and at its sole discretion

- 4.6 **Supply of equipment.** LSM and its Contractors will provide standard equipment and tooling to complete services with costs included in the standard hourly rate. However, where the Purchaser supplies equipment or tooling such equipment should comply to existing safety regulations and be in good working condition.
- 4.7 **Electrical Installation:** Where applicable or quoted LSM will provide installation for Electrical and Mechanical Services. However, under certain union or work place agreements electrical work is to be completed by a separate contractor. In such cases electrical installation is to be provided by the Purchaser or a separate contractor at the Purchasers cost.
- 4.8 **OH&S:** LSM will ensure that their employees and Contractors have standard PPE. However, should the Purchaser have specific requirements for OH&S equipment or procedures then such advise and equipment will be provided prior to the commencement of work by the Purchaser at their costs.
- 4.9 **Site Inductions:** Where site inductions, medical checks, etc are a requirement, the Purchaser agrees to accept all costs including travel, travel time, etc) associated with LSM and its Contractors to attend such inductions and comply to pre- medical checks.
- 5 **Site Liaison:** The Purchaser will provide a contact or representative that LSM or its Contractors will report to directly before, during or after completion of the services. The Purchaser accepts that their appointed representative will be able to make decisions on their behalf for such aspects as sign- off on completion, job variances and other aspects pertaining to LSM's services whilst on site.
- 6 **Payment:** Unless **otherwise** agreed in writing, payment shall be in full by cash on receipt of Goods or Services. Where the Purchaser has been granted credit facilities, payment shall be within thirty (30) days ("due date") after supply of goods or services. Any amount remaining unpaid after the due date will be subject to an interest charge of one percent (1.5%) for each month that the balance remains outstanding.
- 7 **All payments** must be made on or before the due date as a **condition** precedent to the supply of future Goods or Services.
- 8 **Fairness:** LSM and their customers agree to find fairness in variances of costs and will endeavour to provide a fair price for work completed.

9 **Special Notes:**

- 9.1 **Vehicle Pump Units:** Please note that all pump units are pre- filled and **tested** before leaving our workshop. For Piston Distributors a standard NLGI 00 grade grease and for Progressive Systems a standard NLGI 2 grade grease will be utilised. Where the Purchaser require specific grades / types of grease to be utilised then this need to be shown on the order and will be charged at additional cost.

Department	Administration	Pages	2 of 2	Issue Date	10/06/06
Completed by:	Peterw			Revision #	1
File Name	QA 23 .doc			Revision Date	01/01/2009