



AMA Global Services, LLC
SERVICE RATE SHEET
TYPICAL TERMS AND CONDITIONS

Effective 1 April 2012

AMA-GS, LLC is in place to serve the construction, fabrication, biomass, gas turbine cogeneration, and general industrial / construction markets with consultancy services to help ensure quality work and on-time performance. With a depth of knowledge specific to HRSG erection and component fabrication, AMA is poised to offer on-site consultancy services ranging from inspections to scheduling to overall project management.

Services, available globally, include: inspections, testing, trouble-shooting, installation supervision, QA/QC consultancy and oversight, start-up and commissioning assistance, site management, and assistance in planning and executing repairs and maintenance. Available from early planning through commissioning, AMA believes that our service personnel should be considered during pre-construction planning, component fabrication, equipment installation, commissioning, and during outages.

1. Hourly Rate Schedule (Rates in U.S. Dollars)

	<u>First 9 Hours</u>	<u>Over 9 Hours</u>
Travel Time	\$70.00	\$70.00
Monday – Friday	\$95.00	\$130.00
Saturday, Sunday, and U.S. Legal Holiday's	\$130.00	\$130.00

2. Hourly Rate Schedule, remote, office-based work – (Rates in U.S. Dollars)

	<u>First 9 Hours</u>	<u>Over 9 Hours</u>
Monday – Friday	\$65.00	N/A

Minimum daily charge is based upon four (4) hour workday. This applies to partial days spent traveling to/from an assigned location. Standby days will be billed at 8 hours per day plus all expenses.

Overtime Charges – Overtime rates will apply to work performed in excess of nine (9) hours on any shift, and for all hours worked on Saturdays, Sundays, or typical American recognized holidays.

Travel Time – Travel time to and from the job site will be calculated from the time the service personnel leaves his/her location at the time the assignment is received until the time they arrive at the assigned project site or place of lodging, with the same billing scheme in reverse order at the end of the assignment. Once at an assigned location, travel time from the place of lodging to the project site DOES NOT apply. Travel time is billed only for the first trip to a location and the last trip away from a location. Travel time hours for R&R trips are not billed.

3. Expenses

Expenses will be billed at cost plus 5%. Typical expenses include, but are not limited to:

- Airfare
- Transportation (auto rental, taxi, personal vehicle mileage, fuel etc.)
- Lodging
- Equipment rental
- Freight in and out for tools and/or equipment
- Incidental living expenses
- Various supplies as needed

Expenses will be charged daily and will include Saturdays, Sundays, typical U.S. recognized holidays and standby time while AMA staff are assigned to a project, regardless of the work shift schedule.

Meals and sustenance reimbursed at a per diem rate of \$75 per day minimum with no mark-up, but may be adjusted by location.

4. Subcontract Services and Labor

AMA will advise host companies of any needs for labor and services above and beyond what is listed in the purchase order / service agreement. Host Company may elect to provide for such needs directly or allow AMA to contract such with a 20% mark-up.

5. Time Away From Site

AMA service staff associates working away from their home location are allowed one (1) trip home after each four (4) week period on site. Travel will be scheduled on Thursday and Monday. Expenses for these trips are considered a part of the job and will be invoiced as stated elsewhere in this document. Travel time for these trips will not be billed on domestic assignments, and time away from site is not billed.

6. Insurance

AMA Global Services LLC maintains insurance coverage as needed by individual project requirements. Details of such coverage are provided per actual assignment.

7. Standard Terms and Conditions

The following terms and conditions govern all service orders and take precedence when terms and conditions between AMA Global Services, LLC and purchaser are in conflict.

1. **Acceptance:** Purchase orders are subject to review and acceptance. AMA's willingness to perform any and all service is made reflecting the terms and conditions herein, and is conditioned upon acceptance of these terms and conditions. AMA may withdraw any offer to perform service at any time before receipt of written contract or purchase document by Purchaser. To be effective, any amendment or modification of any term must be prior approved in writing or email by AMA. No work will commence prior to specific acceptance of a written purchase order or contract.
2. **Terms of Payment:** Invoices are issued for payment in U.S. Dollars, Net 15 Days from invoice date. All overdue accounts will be subject to a late charge of 5% per week from due date until paid. AMA does not agree to give further time for payment, but rather intends to impose a charge for late payment. AMA reserves any right it may have to file any appropriate lien, or to take other necessary and legal measures, against the site at which work is performed based upon non-payment of invoice.
 1. Financial instruments should be made in favor of AMA Global Services, LLC
 2. Wire transfer payment instructions available upon request.
3. **Purchase Documents Required:** Purchase Order acknowledgement indicates acceptance of all terms, conditions, and requirements of this document.
 1. Contracts or Purchase Orders must be returned signed (acknowledged) with 10 days of receipt in order to remain confirmed. AMA may void such contract (at discretion) if purchaser fails to acknowledge agreement.
4. **Legal Remedy:** In the event that it is necessary to institute legal proceedings for the enforcement of any right(s) granted in such contracts, purchase orders, or agreements, the parties agree that
 1. AMA Global Services, LLC, through its duly authorized representative is the proper party to initiate suit on behalf of AMA Global Services, LLC for the work or projects made the subject of said contract or purchase order.
 2. That said contract or agreements originated and was negotiated and conducted in Jasper County, Texas and thus the parties stipulate that the courts of said county are appropriate venues in which to initiate suit if necessary.
 3. That in the event it is necessary for AMA Global Services, LLC to initiate suit for the enforcement of any right, AMA shall be entitled to collect from Purchaser its reasonable costs, necessary disbursements and attorneys fees incurred in the enforcement of said contracts, purchase orders, or agreements.

5. **Taxes:** Prices listed do not include any taxes. All applicable taxes, including, but not limited to, excise, use or sales taxes, GST, Value Added Tax, Customs Duties, Levies or any other taxes or assessments now or hereafter imposed or levied or increased by or under the authority of any federal, state or local law, rule or regulation concerning the equipment or the manufacture or sale thereof, will be assumed and paid by the Purchaser, unless by specific applicable law such taxes are required be collected or remitted by AMA, in which event the amount of such taxes will be added to the invoiced price as a separate line item.
6. **Operation of Equipment:** AMA's personnel are only authorized to advise and consult with the equipment owner's and are not in any way authorized to operate owner's equipment. All operation of equipment must be performed by and under the control of the equipment owner.
7. **Disclaimer of Damages:** AMA will not be liable for special, incidental or consequential damages, under any circumstances, including but not limited to, damage or loss resulting from inability to use the equipment, increased operating costs, loss of production, loss of anticipated profits, cost of replacement power, or other special, incidental, or consequential damages, whether similar or dissimilar, of any nature arising from any cause whatsoever, whether based on contract, tort (including negligence) or any other theory of law.
8. **Limitation of Liability:** AMA's maximum liability arising from any cause whatsoever, whether based in contract, tort (including negligence) or any other theory of law, will not exceed the contract price. Any above mentioned cause of action must be commenced within one year from the date of which that action accrues.
9. Issuance of a purchase order reflects acceptance of these terms and conditions unless otherwise and specifically amended in the form of a written proposal from AMA. In the absence of such amendments, all terms and conditions here are valid and enforceable for all transactions.
10. **Purchase Orders and Contracts written in favor of:**
 1. AMA Global Services, LLC
P.O. Box 176
Buna, Texas 77612
Attn : Alan E Martin