



SERVICE INSPECTION APPROVAL FORM

Purchase Order and Authorized Signature **must** accompany this form

3866 Providence Road, Edgemont, PA 19028-0519
Phone (610) 325-4600 Fax (610) 325-7123
www.EasternControls.com

* = REQUIRED FIELDS

CUSTOMER INFORMATION

* Company Name _____	* Main Phone # _____
* Location / Dept. / Job Site _____	* Main Fax # _____
* Address _____	* Contact Name _____
* City, State, Zip Code _____	* Contact Phone # _____
Company Website _____	Contact Email _____

PRODUCT INFORMATION

*Model Number _____ Size _____

*Model Serial Number _____ Manufacturer _____

*Please classify the returned materials into one (1) of the following categories:

- NEW and UNUSED: Never installed in the field. - USED and/or installed **MSDS REQUIRED (MSDS Exception: water or steam service)**

REASON FOR RETURN

- REPAIR - WARRANTY - NON-WARRANTY - OTHER (explain): _____
- CREDIT - REPLACEMENT - INSPECT & REPORT

SERVICE(S) REQUESTED

A Purchase Order is required before ANY Inspection/Evaluation is started. This cost does **NOT** include **PARTS** or **REPAIR LABOR**.

<input type="checkbox"/> - VALVE INSPECTION (\$700.)	<input type="checkbox"/> - MSA INSPECTION (\$700.)	<input type="checkbox"/> - INSTRUMENT CALIBRATION (TBD)	<input type="checkbox"/> - OTHER (\$ _____)
<i>Emergency Service</i>	<i>Emergency Service</i>	<i>Emergency Service</i>	Other (explain):
<input type="checkbox"/> - VALVE INSPECTION (\$1,050.)	<input type="checkbox"/> - MSA INSPECTION (\$1,050.)	<input type="checkbox"/> - INSTRUMENT CALIBRATION (TBD)	

* PURCHASE ORDER # _____ *Authorized By: _____

HAZARDOUS MATERIALS

In compliance with U.S. Federal OSHA Standard 29CFR1910.1200, Process information must be reviewed prior to receiving authorization to return material to Eastern Controls, Inc. **NO PRODUCT EXPOSED TO MERCURY WILL BE ACCEPTED!**

Exposure to hazardous materials is regulated by Federal, State and Local laws and regulations. These laws provide ECI's employees with the "right to know" the **hazardous or toxic materials or substances** in which they may come in contact with handling returned equipment or products. Consequently, our employees must have access to data regarding the hazardous or toxic materials or substances which the equipment has been exposed to your process(es). Accordingly, prior to returning your equipment for evaluation/repair, please read then sign the certification below and thoroughly comply with the applicable instructions.

Explain the type of process (What chemicals/materials were processed through the unit):

Explain decontamination steps prior to shipment to Eastern Controls, Inc. (Was it steam cleaned, rinsed with water, chemically cleaned, etc):

CLEANING STATEMENT

I certify that the returned and/or serviced item(s) has (have) been thoroughly and completely cleaned. If the returned and/or serviced item(s) has (have) been exposed to hazardous or toxic materials or substances, the undersigned attest that the accompanying Material Safety Data Sheet(s) (MSDS) which cover said materials or substances are complete and accompany the returned item(s). Furthermore, I understand that this certificate, or providing an MSDS, shall not waive our responsibility to provide a neutralized, decontaminated, and clean product for inspection/evaluation and/or repair by ECI. Cleanliness of a returned and/or serviced item or the acceptability of the MSDS shall be at the sole discretion of ECI. I certify that the above referenced item(s) has (have) been properly purged and cleaned, the procedures comply with U.S. Department of Transportation shipping requirements and **DOES NOT** present a health and/or safety hazard (as defined by OSHA) to our Customer Repair personnel. Any item returned to ECI for inspection and/or service, which does not comply with these instructions, shall be returned to the "shipped from" location, Freight Collect, at our risk.

IMPORTANT: Your item will **not** be inspected and/or serviced under **any conditions** unless this document has been signed.

_____ *Customer Signature _____ *Print Name _____ *Title _____ *Date

GENERAL CONDITIONS SERVICE WITHIN THE UNITED STATES

The conditions stated below shall be a part of any understanding relating to service by Eastern Controls, Inc (hereinafter call ECI).

1. **TERMS:** Unless otherwise agreed to by ECI, service shall be chargeable to the Purchaser, shall include travel time, and shall be invoiced at ECI current published rates. Reasonable expenses shall be added at cost. Chargeable travel time on commercial vehicles shall not exceed eight (8) hours per man-day. Payments shall be made in full within thirty (30) days from date of ECI invoice. Interest on unpaid invoices will accrue at 1.5% per month, or the legal maximum amount allowed to be charged. These Standard Conditions of Sale form an essential part of Seller's offer of sale of the goods and services, and may only be accepted by the Buyer exactly as described below. Seller rejects the incorporation of any of Buyer's proposed terms and conditions of sale into any contract between Buyer and Seller for sale of goods and services. No conditions, usage of trade, course of dealing or performance, understanding or agreement (including, without limitation, any acceptance document required by Buyer) purporting to modify, vary, explain or supplement the terms or conditions below shall be binding on Seller unless negotiated in writing and signed by Seller.
2. **TAXES AND OTHER CHARGE:** All quoted prices are subject to additions which may be necessary to cover any and all taxes or charges, now existing or hereafter imposed by Government authorities upon equipment or services quoted by ECI, or upon the production, sale, distribution, delivery, or upon other features related thereto.
3. **MINIMUM CHARGE:** There shall be a minimum charge of (4) hours where hourly rates are applicable, or one (1) day where daily rates are applicable for service and travel time.
4. **ESCALATION:** All service prices or per diem rates offered are held firm for twenty-six (26) weeks from the date of this offering or the date stated in the offering. Thereafter, all pricing is subject to negotiation and escalation at a rate to be determined by ECI for each month in excess of that period.
5. **SCOPE CHANGES:** All changes affecting the scope of an order are to be documented in writing for approval and authorization to incorporate such changes into the order. All changes authorized by Purchaser are binding only if accepted by ECI and may result in price, delivery, and/or condition changes. Pricing of changes shall be based on the then current prices. If an extension of delivery is required beyond the original schedule, escalation shall be as agreed.
6. **NORMAL WORK DAY:** The normal work day shall be defined as an eight (8) hour day shift, excluding Saturdays, Sundays, and holidays observed by ECI. Service or travel (except as noted in Paragraph 1) in excess of eight (8) hours per normal work day, and any service or travel on Saturdays, Sundays, or nationally observed holidays shall be invoiced by ECI at current published overtime rates.
7. **SHIFT WORK:** When shift work (eight (8) hours shifts other than the normal work day) is required, a twenty percent (20%) premium shall be added for service during the other shifts.
8. **ADVANCED COMMITMENTS:** Service time committed in advance by ECI on the basis of pre-specified number of days shall not be deemed to include overtime or shift work. If overtime or shift work is required on such commitments, the pre-specified time so committed in advance shall be appropriately reduced.
9. **EXPENSES:** Unless otherwise agreed upon in writing, Purchaser shall reimburse ECI for expenses as follows:
 - Automobile travel expenses shall be reimbursed at ECI published rates.
 - All other travel and living expenses shall be reimbursed at cost.
 - Applicable communication expense accrued on the job shall be reimbursed at cost.
10. **PARTS:** Except as provided for under the ECI Standard Warranty for Defective Materials & Workmanship or as provided for under ECI Basic and Comprehensive System Maintenance Agreements all parts required shall be invoiced at ECI current list prices, unless otherwise specified.
11. **WARRANTY:** Seller warrants that its manufactured goods and services will be free from defects in materials and workmanship. Any Warranty claim must be made in any event, within the earlier of 12 months from date of initial operation or 18 months from shipment. Upon Buyer's submission of a claim as provided above and substantiation thereof, Seller shall, at its option (i) either repair or replace its nonconforming goods, or re-perform the services or (ii) refund an equitable portion of the purchase price attributable to such non-conforming goods. Seller shall not be liable for the cost of removal or reinstallation of materials or any unauthorized warranty work, nor shall Seller be responsible for any transportation cost, unless expressly authorized in writing by Seller. Any spare parts provided by Seller hereunder shall be warranted for the same time period and on the same basis as described above. Seller makes no representation regarding the stocking by Seller of spare parts for the goods. Repair or replacement of goods or refund of an equitable portion of the purchase price shall be Seller's only obligation and the sole and exclusive remedy of Buyer in the event of a failure to conform to the foregoing warranty. The foregoing warranty is exclusive and in lieu of all other warranties (except that of title), express or implied, including, but not limited to the implied warranties of merchantability or fitness for a particular purpose.
12. **DELAYS:** Unless the ECI representative has been released from the job site, or has completed his assignment, the Purchaser will pay ECI charges computed as if the ECI representative was working a normal work week, regardless of whether or not the representative is prevented from working due to delays beyond his control. Release from the job site shall entitle the representative to return to his point of origin, with travel time and expenses for the account of Purchaser.
13. **STANDBY TIME:** Standby time is defined as that time during which an ECI representative is requested to remain in readiness and available for work commencing at the convenience of the Purchaser. Such time shall be considered as time worked, whether or not the representative is at the job site, and Purchaser will billed accordingly. If standby time is outside normal working hours, overtime rates will be applicable. Standby time will be added to time actually worked for the computation of overtime charges, etc.
14. **WORKING CONDITIONS:** The ECI representative reserves the right to refuse to work under hazardous conditions in case of doubt; mutual agreement must be reached prior to commencement of any work. All staging and rigging required for access to equipment to be serviced shall be erected by and at the expense of others and shall comply with reasonable safety requirements. The ECI representative shall comply with all plant safety regulations where applicable. However, any protective clothing or equipment, except the standard safety hat, required by Purchaser regulations, shall be provided by Purchaser
15. **RESALE EQUIPMENT:** ECI reserves the right to refuse to service equipment manufactured or supplied by others.
16. **LIMITATION OF LIABILITY:** ECI representatives are authorized to act only in a consulting capacity and are not authorized or licensed to operate equipment. All responsibility for operating equipment shall rest with others. ECI shall not be liable for loss or damage of any nature. In no event shall Seller be liable for special, incidental, indirect or consequential damages whether for breach of Agreement, breach of warranty, tort or otherwise. The Seller's liability on all other claims for loss or liability arising out of or connected with this Agreement, or the manufacture, sale, delivery, resale, or use of any parts or equipment covered by this Agreement shall in no case exceed the price of the services or the unit price of such equipment or part hereof involved in the claim. Any release, limitation of liability or other exculpatory language contained herein shall apply regardless of the fault, negligence, or strict liability of the Seller.
17. **TOOLS & TEST EQUIPMENT:** The ECI representative will be equipped with instruments, tools, and test equipment as required to fulfill normal service obligations.
18. **INSURANCE INDEMNITY:** ECI will at Purchaser's request submit Certificates of Insurance from Sureties chosen by ECI showing the limits of coverage. ECI agrees to indemnify and save harmless Purchaser only against liability imposed on Purchaser by law with respect to bodily injury or property damage to the extent such liability results from the performance of ECI under this contract. ECI does not agree to indemnify and save Purchaser harmless except as set forth herein. Purchaser agrees to indemnify and save harmless ECI except as set forth herein. Purchaser agrees to indemnify and save harmless for all loss, cost, or damage incurred by ECI as a result of Purchaser's or third party's misuse or misapplication of ECI-supplied products. **IN NO EVENT, REGARDLESS OF CAUSE, SHALL ECI BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGE EITHER REAL OR ALLEGED.**
19. **MISCELLANEOUS:** The validity, construction, and interpretation of any agreement relating to service provided by ECI and the rights and duties of the parties thereto, shall be governed by the laws of the Commonwealth of Pennsylvania. No waiver, alteration, or modification to any of the provisions hereunder or to the provisions of any agreement relating to service provided by ECI shall be binding on ECI unless signed by an authorized home office representative of ECI. The United Nations convention on sale of goods (C.I.S.G.) is specifically excluded. To the extent that Seller has relied upon specifications, information, representation of operating conditions or other information provided by Buyer in the selection or design of the goods, Buyer is liable for any delays or increased costs resulting from differing conditions. This Agreement constitutes the full understanding of the parties and a complete allocation of risks between them. No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound. If any part of this Agreement shall be held invalid, the remaining parts shall remain in full force and effect as though such invalid part had not been contained herein.
20. **EXCUSABLE DELAYS:** Seller shall not be liable for any loss or damage for delay or non-delivery due to the acts of civil or military authority, labor difficulties, delays of vendors or carriers, fires, governmental actions and material shortages, acts of Buyer or by reason of any Force Majeure, which shall be deemed to mean all other causes whatsoever not reasonably within the control of Seller. Any delay resulting from any such cause shall extend shipping dates correspondingly and may result in an increase in the price of the goods.