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PROFESSIONAL SERVICES TERMS AND CONDITIONS

Time and Materials Fees

Except as stated, all time and materials spent by Pacific Ozone personnel in fulfilling its services obligations to Customer is chargeable to Customer, including, but not limited to, travel, project management, report preparation, scheduling, conference calls, and any other Customer requested task or necessary administrative time. For on-site evaluation and repair services, where the exact nature of the issue is not known, a standard materials kit may need to be shipped to Customer in advance of the scheduled service. Customer is responsible for the cost of shipping the kit and all parts used during the service.

Travel Time

Pacific Ozone personnel normally travel during standard business hours, and such travel time will be included in the number of chargeable hours quoted to customer. Travel time outside normal business hours is chargeable at \$150 per hour. For on-site engagements of 40 or more contiguous hours, if Pacific Ozone and Customer can agree on working arrangements, which allow Pacific Ozone personnel to travel during normal business hours (e.g. 10-hour days), travel time may be at no charge. Any time worked during travel time will be charged.

Expense Reimbursement

In addition to the above fees, Customer shall reimburse Pacific Ozone for all reasonable directly related travel, lodging, freight charges and per diem expenses, as well as any phone charges for remote long distance calls or other costs required for Pacific Ozone to successfully perform and deliver the services.

Payment Terms

For engagements of 80 hours or more, \$50 per scheduled hour is due upon contract signing. The remaining hourly fee is due as each hour is completed. Depending on the working arrangements agreed upon by Pacific Ozone and Customer, fees and travel expenses for shorter engagements are due in advance or after the service have been completed. Fees and related reimbursable expenses may require an advanced deposit and shall be invoiced no more often than weekly.

Cancellation and Rescheduling Charges

Cancellation or rescheduling of an engagement by the Customer with less than 6 working days prior notice shall be subject to a cancellation fee equal to 50% of the scheduled Engineer or Manager fee for a maximum of a 40-hour week.