

CUSTOMER RELIABILITY CENTER

Service: 800-843-9433, option 1

This T&M form applies to all EATON UPS single phase & three-phase units.



Powering Business Worldwide

TO: _____ REQUEST ID #: _____

FROM: _____ FAX: _____

RE: _____ PHONE: _____

CC: _____ PAGES ATTACHED: 4

To request standard time and material service, please complete the following checklist:

- Review the attached Time and Material Service Agreement, Terms and Conditions and Rate Schedule (“T&M Package”);
- Required: Complete section 1 with “Invoice To” and “Service Site” addresses;
- If a PO number is referenced, a copy of the complete PO is needed as part of this agreement; EATON T&M Package Terms and Conditions shall supersede all others; PO made out to:**
Eaton Corporation, 29085 Network Place, Chicago, IL 60673-1290
- Include a copy of any applicable Tax Exemption Certificates
- Complete all information in Section 2; Note that the “Quoted Price” column is for parts and services quoted by Eaton and may not be applicable;
- Sign and date the T&M Package in Section 3;
- Initial approval of the response time and product size being requested;

For evidence of insurance coverage, an electronic version of a Memorandum of Insurance can be found at the following web site: www.marsh.com/moi?client=0308. This site can be accessed 24 hours/seven days a week, thereby providing you with quick access to and confirmation of Eaton Corporation insurance information. You will be able to download and print the electronic Memorandum of Insurance for inclusion in your files. If you experience any difficulties with this website address, the memorandum can also be accessed at www.Marshweb.com/clients/4692/moi.nsf.

Thank you.

Service Coordinator: _____

Time and Material Service Agreement

SECTION 1

Invoice to: (Customer)

COMPANY NAME: _____
 STREET: _____
 CITY: _____
 STATE: _____ ZIP: _____
 CONTACT: _____
 PH: _____
 FAX/E-MAIL: _____

Service Site: (Customer)

COMPANY NAME: _____
 STREET: _____
 CITY: _____
 STATE: _____ ZIP: _____
 CONTACT: _____
 PH: _____
 FAX/E-MAIL: _____

Agreement Details

AGREEMENT DATE: _____

PURCHASE ORDER NUMBER (OPTIONAL): _____

➔ Copy of PO required, for payment processing only

TAX EXEMPT CERTIFICATION ATTACHED *

SECTION 2

Apply Rates in Attachment X-1**

Item	Model	S/N#	Service Requested	Price Estimate
1			TECH TO SITE	PLEASE SEE PAGE 4
2				
3				
4				
5				
6				

SEE ATTACHED TERMS AND CONDITIONS AND ATTACHMENT X-1, RATE SCHEDULE

** Invoice charges shall be contingent upon actual services rendered and material provided hereunder, in accordance with the attached Rate Schedule (Attachment X-1).

This Agreement, together with the terms and rates on the attached sheets made part of this Agreement constitutes the entire Agreement between the parties and shall exclusively control the relationship of the parties, with regard to this Agreement. Printed, preprinted or other terms on the face or reverse side of Customer's Purchase Order shall not be binding.

SECTION 3

Customer / Purchaser

COMPANY: _____
 NAME: _____
 TITLE: _____
 FAX: _____ E-MAIL: _____

Order Management Specialist

SERVICE COORDINATOR: _____
 DATE: _____
 SERVICE REQUEST #: _____

SIGNATURE (required to process)

DATE

I am authorizing Eaton Corporation to perform the following Time and Material services (check and initial approval):

- _____ Less than 200kVA products: 5 day or less response time (minimum labor charge 4 hours)
- _____ 200kVA and above products: 5 day or less response time (minimum labor charge 6 hours)
- _____ 2 day or less response time (minimum labor charge 8 hours)

If authorizing multiple products, initial and approve as appropriate. If not indicated, 5 day response shall prevail. Minimum labor charge 4 hours applies to greater than 5 day response time.

Time and Material Service Agreement Terms and Conditions T-TM



1. DEFINITIONS: As used in this Time and Material Service Agreement ("Agreement"): (1.1) "Power Module" shall mean the electronics portion of a UPS; (1.2) "Battery" shall mean the electric storage battery portion of a UPS; (1.3) Power System shall mean the Power Module and Battery; (1.4) "Proper" and all of its derivative forms shall mean in accordance with published Eaton Corporation specifications. (1.5) "Purchaser" or "Customer" shall mean the purchaser of this Agreement. (1.6) "Contractor" or "Eaton Corporation Global Services" shall mean, Eaton Corporation a Delaware corporation, with an office located at 8609 Six Forks Road, Raleigh, NC 27615.

2. COVERED EQUIPMENT: "Covered Equipment" shall mean the Power System equipment listed on the front page of the Time and Material Service Agreement, or on separate titled page incorporated into this Agreement

3. HOURS OF SERVICE: Eaton Corporation will provide service during the hours noted on the Time and Material Service Rate Schedule, attached hereto as Attachment X-1 and incorporated herein by reference. Contractor's observed holidays shall be the same as public holidays for Federal employees as established by U.S. Federal law (5 U.S.C. 6103).

4. LABOR AND MATERIAL RATES: Customer shall be billed as per Eaton Corporation Time and Material Rate Schedule, Attachment X-1.

5. CUSTOMER'S RESPONSIBILITY:

- A. **Communication** - The Customer shall contact Eaton Corporation's Customer Reliability Center (1-800-843-9433, option #1) regarding all service requests and all other matters arising out of or relating to this Agreement.
- B. **Safety** - The Customer shall, at all times during the provision of services hereunder, have a representative present at the maintenance site at no cost to, and solely for the safety of Eaton Corporation.
- C. **Access** - In order that Eaton Corporation may perform its obligations under this Agreement, Customer shall grant ready access to the Covered Equipment subject to reasonable security requirements.

6. TERM AND TERMINATION: This Agreement and all that is stated herein shall expire upon completion of services hereunder or ninety (90) days from the date of the Time and Material Service Agreement, except that any provisions that shall naturally continue shall not expire. Notwithstanding the foregoing, either Customer or Eaton Corporation may terminate this Agreement at any time upon fifteen (15) days written notice to the other, subject to provision of Section 14 hereof.

7. INSURANCE: During the term of this Agreement, Eaton Corporation at its own cost and expense, shall obtain and maintain in full force and effect the following insurance with sound and reputable insurers: (1) Worker's Compensation insurance in accordance with the statutory requirements of the state in which the maintenance is to be performed; (2) Automobile Liability insurance on all motor vehicles licensed for highway use, both owned and non-owned and, (3) Comprehensive Liability insurance for bodily injury and property damage.

8. WARRANTY: Eaton Corporation shall perform all services in a professional and workmanlike manner. Eaton Corporation warrants to repair or replace defective materials and correct defective workmanship reported to Eaton Corporation and/or diagnosed by Eaton Corporation personnel during the term of this Agreement. Eaton Corporation warrants its corrective maintenance and spare parts to be free from defects in material and workmanship for a period of ninety (90) days from the completion date of the repair or replacement endeavor for which those repair materials and/or equipment were used. In the event the materials or equipment fails to meet its published specifications due to a defect in material or workmanship covered by this Warranty, Eaton Corporation will repair or replace the warranted materials or equipment at no cost to Customer for the material repaired or replaced. This Warranty shall not apply to any Power Module and/or Battery that has been subject to damage caused by accident, fire, flood, lightning, vandalism, acts of God, Customer's neglect, mis use, misapplication, incorrect connection or external damage; or that has been subject to repair or alteration by Customer (or a third party) not authorized by Eaton Electrical Inc. in writing. **THIS WARRANTY IS CUSTOMER'S SOLE REMEDY AND IS EXPRESSLY IN LIEU OF, AND THERE ARE NO OTHER, EXPRESSED OR IMPLIED GUARANTEES OR WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Equipment supplied, but not manufactured by Eaton Corporation, is warranted solely by the equipment manufacturer. Eaton Corporation obligation under said Warranty is conditioned upon receipt of all payments due from Customer including interest charges, if any.

9. ASSIGNMENT: Customer shall not assign this Agreement or any of its rights hereunder without the prior written consent of Eaton Corporation.

10. SUBCONTRACTING: Eaton Corporation reserves the right to subcontract any portion of the services provided for under this Agreement without the prior consent of Customer.

11. CONFIDENTIAL INFORMATION: Each party acknowledges that it may, in the course of performance of this Agreement, be exposed to or acquire information which is proprietary to or confidential to the other party, including but not limited to, data relating to the products, equipment, inventions, discoveries, trade secrets, secret processes, financial data, computer software, know-how, methods, marketing information and any other data or information in any form relating to the business affairs of either party, including the provisions of this Agreement ("Confidential Information"). The parties agree to hold Confidential Information in strict confidence and not to use Confidential Information for its own benefit or disclose it to third parties without the written consent of the other party. Confidential Information shall not include information: (a) which is already known to the other party or is publicly available at the time of disclosure; (b) is disclosed to recipient by a third party who is not in breach of an obligation of confidentiality; or (c) becomes publicly available after disclosure through no act of the recipient.

12. INDEMNITY: Subject to the limitations of liability in Section 13 hereof, Eaton Corporation shall defend, indemnify and hold harmless Customer, its officers, employees and agents, from and against any and all claims, liabilities, damages, demands, losses, causes of action and suits, including reasonable attorney's fees incident thereto, to the extent they result directly from or out of: (1) any injury to or death of any person or damage to or destruction of any property caused by the negligent acts, errors, omissions or willful misconduct of Eaton Corporation, its agents or employees; and (2) any violation of federal or state regulations, orders, rules or the violation of any other governmental entity by Eaton Corporation, its agents or employees.

13. LIABILITY: In no event shall Eaton Corporation or Customer, or their respective officers, directors, employees or agents be liable to the other for any incidental, indirect, special or consequential damages, such as, but not limited to, delay damages, lost profits or lost opportunity damages, resulting from or in connection with any claim or cause of action, whether brought in contract or in tort, even if Eaton Corporation or Customer knew or should have known of the possibility of such damages. Under no circumstances shall the aggregate liability arising out of or in connection with this Agreement exceed the price paid hereunder for the goods and services provided.

14. PAYMENT: All payments are due net 30 days in full from date of invoice, and any payment not made when due shall be subject to an interest charge of 1.5% per month or fraction thereof, or maximum permitted by law, whichever is less. Customer shall be liable for expenses including reasonable attorneys' fees, associated with collection proceedings for non-payment.

15. TAX: Contractor's price is exclusive of any applicable tax. All orders will be subject to all applicable sales tax unless a current tax exemption certificate is on file with Eaton Corporation covering that state shown in the ship-to address or service location of the Customer's purchase order or the installation location of the Covered Equipment under this Service Agreement.

16. BATTERIES/PARTS: In order to comply with federal, state and local government regulations, batteries and parts removed for replacement shall be Eaton Corporation property and Eaton Corporation shall promptly and in accordance with applicable regulations dispose of such batteries and parts. Maintenance parts used from Customer-owned spare parts kit shall be replaced by Eaton Corporation upon customer approval per Eaton's current parts price list. Replacement parts shall be new or of the same quality as new.

17. FORCE MAJEURE: Contractor shall not be liable for any failure to deliver, or delay in delivering services to Customer to the extent that such failure or delay results from causes beyond its reasonable control including, without any limitation, any act of God or force majeure, war, revolution, riot, civil commotion, or any applicable governmental or judicial law or regulation, order or decree.

18. GENERAL: The terms and conditions of this Agreement cannot be modified or waived except by a writing signed by the parties hereto and waiver by Eaton Corporation or Customer of any provision hereof in any one instance shall not constitute a waiver as to any other instance. Any provisions herein that shall naturally survive termination of this Agreement shall continue in full force and effect. If a provision of this Agreement is invalidated for any reason, this Agreement remains binding except for such invalid provision. This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina. Customer and Eaton Corporation hereby agree that all disputes arising out of this Agreement shall be submitted solely to the jurisdiction of the State and Federal Courts located in Wake County, North Carolina.



Powering Business Worldwide

Time and Material Service Rate Schedule Attachment X-1

The following rate schedule applies to all services rendered on non-contracted and non-warranty equipment and to all services performed on contracted equipment where the service performed is outside the scope of the contracted coverage. Labor rates are based on the actual time of delivery. Specific contract customers may be eligible for discounts on time and material charges.

Portal to Portal Labor per Hour (On-site and Travel Time)

Mon. – Fri., Business Hours (8AM – 5PM):	\$330
Mon. – Fri., After Business Hours (5PM – 8AM):	\$424
Weekends and Holidays (Saturday 12:01AM – Sunday Midnight):	\$526
WA State Electrician Adder Per Hour for On-Site Work Done in State of Washington	\$180

Minimum Labor Billing (minimum value range equal to above rates x hourly min.)

Equipment below 200kVA, Five day or less response (4 hour min.):	\$1,311 to \$2,098
Equipment 200kVA and above or Multi Module, Five day or less response (6 hour min.):	\$1,967 to \$3,148
Equipment 200kVA and above or Multi Module, Two day or less response (8 hour min.):	\$2,622 to \$4,197

Travel & Living Expenses

Transportation:	Automobile mileage included in labor rates
All others (air fare, car rental, tolls, etc.):	Actual
Lodging & Meals:	Actual

Calculation of Labor and Mileage Charges:

Portal to Portal (travel labor and mileage)

Materials/Spare Parts:

Minimum billing:	Current List Price \$180 Domestic, \$418 International
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Parts Expedite Fees

Mon. – Fri., Business Hours (8AM – 5PM):	\$180
Mon. – Fri., After Business Hours (5PM – 8AM):	\$393
Weekends and Holidays:	\$625

Freight Expense

Freight – FOB Factory:	\$119 Minimum
Same Day Delivery:	\$299 plus freight

Depot Repair Labor:

Minimum Billing:	\$180 per hour
Expediting Fee:	\$180
	\$149

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

Customers should be advised that offshore and marine T&M requests may incur a minimum 18-hour daily labor charge when CSE's are unable to return due to customer restrictions (i.e., remote offshore locations with no commercial travel, or onboard a ship that has left port, etc.).

Eaton Corporation

Attachment X-1 Time and Material Rate Schedule