



Terms & Conditions/Clarifications Statement

November 2016 Rev01

Recovery & Analysis Equipment with On-Site Services

This Terms and Conditions/Clarifications statement is for the intended use of DILO Customers and their Affiliates' whom may purchase equipment, materials and/or services from DILO.

DILO: DILO Company Inc., DILO DIRECT

Customer: Any entity which does or is intending to purchase materials, goods and or services from DILO.

The Terms & Condition's/Clarifications found in this document are effective upon receipt of official order from the customer to DILO. No other terms and/or conditions will be accepted unless specifically agreed to in writing by DILO upon final accepted purchase order/contact.

DILO will provide an Order Acknowledgement (OA) upon acceptance of purchase order. An OA may include additional terms, clarifications and exceptions.

DILO reserves the right to terminate at will and at any time the contract/agreement without liability or upon completion of agreed work scope and supply of equipment and/or materials.

Contract Description of Services and/or supply is outlined in the specific quote document and any other documents included as part of quote.

Payment terms is per the terms set forth on the quote document. Additional terms may apply for late payment or no payment received within the agreed contractual terms.

This document and any related documents including but not limited to estimate, drawings and forms transmitted as part of services, equipment and/or materials estimate are confidential and intended solely for the use of the individual or entity to whom they are addressed. Please do not distribute any part of the documents provided by DILO without the expressed and written consent from DILO.

- Pricing as found on estimate document is firm fixed price based on duration and clarifications outlined on the scope of work.
- Estimate includes the number of mobilization/demobilizations as required, for on-site SF6 Gas equipment rental, test equipment rental, gas handling & testing field services only.
- Delays & cancellations, including but not limited to contractor delays, scheduling delays & cancellations, acts of God, etc. or delays and cancellations not directly due to DILO are subject to additional Time & Expenses costs, service fees, rental fees, etc.
- Additional labor and expenses apply for time and expenses above the quoted amount per T&E rates outlined on quote document.
- Additional rental fees apply for rental of equipment above and beyond quoted number of weeks (as applicable) – Minimum one week rental.
- Parts and materials not specifically noted are not included and may be quoted under separate cover.
- Customer is responsible for shipping & receiving handling at site location of equipment and materials provided as part of this service. Delays in release for return shipment, missing all or part of equipment, etc., are subject to additional charges.
- NOTE: DILO is responsible for shipping logistics & transport services of SF6 Gas recovery system and accessories as outlined on estimate document ONLY, unless otherwise specified. Transport costs will be billed at cost plus 20%.
- As applicable, customer assumes the responsibility to safely and properly off-load and on-load equipment at their location. Customer is required to provide copies of bill of lading, load sheets, etc. to transport company driver/representative.
 - Please note the weights and dimensions of all equipment to be shipped. Equipment will be delivered on an open flatbed or enclosed box truck/trailer. A forklift or crane capable of handling the equipment weight & dimensions is required to unload. Alternative shipping methods are possible but will require additional charges
- Customer is responsible for damages to equipment from receipt of equipment to release of equipment to the shipping transport company, for any damages which occur not due to DILO.
- DILO requires a minimum of 4 - 6 weeks lead time for equipment & service scheduling (unless otherwise agreed to by both parties (i.e. expedited services). Lead times are subject to change. Lead times quoted will be in effect upon date of final Order Acknowledgement and confirmation of lead times for each line item quoted/ordered
- Performance by each party shall be pursued with due diligence in all requirements under the Contract; however, except as otherwise expressly provided herein, neither party shall be liable to the other for any loss or damage for delay due to causes that (i) were beyond the reasonable control and (ii) were not caused by the negligence or lack of due diligence of the affected party or its subcontractors or suppliers. The parties agree that, provided the conditions stated in (i) and (ii) above apply, the following are causes or events of force majeure: acts of civil or military authority (including courts and regulatory agencies), acts of God (excluding normal or seasonal weather conditions), war, riot or insurrection, inability to obtain required permits or licenses (other than Supplier's occupational licenses), blockades, embargoes, sabotage, epidemics and unusually severe floods. The party affected shall promptly provide written notice to the other party indicating the nature, cause, date



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- of commencement thereof, the anticipated extent of such delay and whether it is anticipated that any completion or delivery dates will be affected thereby, and shall exercise due diligence to mitigate the effect of the delay.
- Customer is responsible for all clearance, lock-out/tag-out, and outage management.
 - Customer is responsible to provide safe, free & clear access to work scope location. Including access to required power supplies, and access to Gas Insulated Equipment (GIE) to be serviced.
 - Customer is responsible to provide all required power supply, special tools and non-standard PPE required for work scope.
 - Customer is responsible to provide any on-site EH&S and site orientation training. Additional T&E may apply.
 - DILO is not responsible for any production loss, or costs associated with delays, unscheduled outages, etc.
 - Scheduling is subject to change upon availability of equipment, personnel or materials as outlined in the scope of work. Final scheduling will not be confirmed until a PO is received and Order Acknowledgement is released to customer.
 - DILO Liabilities are capped to value of order. Standard insurance requirements included (additional fees apply for additional insurance requirements)
 - Payment terms per the terms quoted on the estimate document
 - Late payment fees applicable for payments not received within the set payment terms. Accounts not paid within terms are subject to a 2.5% monthly finance charge.
 - Please reference the DILO Estimate# on the purchase order
 - Warranties. DILO warrants that products shall be delivered free from defects in material, workmanship and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications. The warranty for Products shall expire one (1) year from delivery, with the exception of software products which are warranted for 90days from receipt of product.

If Products or Services do not meet the above warranties, Customer shall promptly notify DILO in writing prior to expiration of the warranty period. DILO shall (i) at its option, repair or replace defective Products and (ii) re-perform defective Services. If despite DILO's reasonable efforts, a non-conforming Product cannot be repaired or replaced, or non-conforming Services cannot be re-performed, DILO shall refund or credit monies paid by Customer for such non-conforming Products and Services. Warranty repair, replacement or re-performance by DILO shall not extend or renew the applicable warranty period. Customer shall obtain DILO's agreement on the specifications of any tests it plans to conduct to determine whether a non-conformance exists.

Customer shall bear the costs of access for DILO's remedial warranty efforts (including removal and replacement of systems, structures or other parts of Customer's facility), de-installation, decontamination, re-installation and transportation of defective Products to DILO and back to Customer.

Customer may also be liable for travel and living expenses of a technician or representative of DILO to visit Customer facility to investigate warranty claim. These costs must be paid up front prior to executing a warranty claim. DILO may refund such costs at the discretion of management and will be done so only upon completion of warranty claim investigation.

The warranties and remedies are conditioned upon (a) proper storage, installation, use, operation, and maintenance of Products, (b) Customer keeping accurate and complete records of operation and maintenance during the warranty period and providing DILO access to those records, and (c) modification or repair of Products or Services only as authorized by DILO in writing. Failure to meet any such conditions renders the warranty null and void. DILO is not responsible for normal wear and tear.

This warranty terms and conditions statement provides the exclusive remedies for all claims based on failure of or defect in Products or Services, regardless of when the failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise. The warranties provided in this section are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. NO IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.
 - Other terms may apply