

# SERVICE RATE SHEET

EFFECTIVE JANUARY 1, 2024



## FIELD SERVICE RATES

Hourly Rates for Service	Technician	Specialist
<b>Regular working time:</b> Monday – Friday, up to 8 hours / day, from 7:00 a.m. to 5:00 p.m.	\$ 125.00	\$ 185.00
<b>Overtime:</b> Weekdays over 8 hours / day, after 5:00 p.m. or Saturday	\$ 187.50	\$ 277.50
<b>Doubletime:</b> Sunday or L&H Recognized Holiday*	\$ 250.00	\$ 370.00
<b>Travel time:</b> Monday – Friday	\$ 90.00	\$ 130.00
<b>Travel time:</b> Weekdays over 8 hours / day or Saturday	\$ 135.00	\$ 195.00
<b>Travel time:</b> Sunday or L&H Recognized Holiday*	\$ 180.00	\$ 260.00

## EXPENSES & FEES

### Expenses:

Per Diem – Each day over 4 hours of work / travel: \$ 75.00 / Day  
Mileage (Portal to Portal): \$ 1.25 / Mile

### Additional Charges – Cost Plus 10%:

Includes Lodging, Airfare, Car Rental, Tolls, Parking, Baggage, Expendables, Equipment Rental, Shipping Tools or Parts, etc.

### After Hours Call Out Fees:

Monday – Friday (5:00 p.m. to 7:00 a.m.) \$ 500.00  
Saturday and Sunday \$ 750.00  
Holidays\* \$1000.00

### Administration Fees:

Processing fee for Booking and Management \$ 150.00

### Phone Support:

Troubleshooting via phone or digitally (1 hour minimum) \$ 185.00 / Hour  
i.e. remote access, virtual, etc.

### Minimum Time Charged:

Minimum cost of \$1,000.00 is applicable for all onsite service calls.

### \*2024 Holiday List

January 1, March 29, May 27, July 4, September 2, November 28-29, December 24-25, 2024.

**\*\*All Service calls occurring outside of the United States will be quoted upon request.**



800.444.4292 • [FieldService@livhaven.com](mailto:FieldService@livhaven.com) • 704.588.3670

**Livingston & Haven will determine the level of service personnel based upon the skill set required to perform the requested service and/or availability of technical resources. Subsequent billing will reflect the hourly rate defined.**

## TECHNICIAN

Fabricates, assembles, services, maintains, and tests industrial hydraulic, pneumatic, and lubrication equipment. The technician understands hydraulic symbols, reads system schematics, understands electrical principles, and is skilled in using hand tools, power tools, micrometers, and testing equipment. Technicians are OSHA-10 certified and safety trained to industry standards.

- Installation & Upgrades
- Mechanical Profile & Conveyor Installations & Upgrades
- Onsite Custom Hose & Tubing Fabrication
- Pipe Fittings & Welding
- Startup Assistance
- Fluid Filtration Service
- Field Wiring
- Assembly & Conversion
- Repair

## SPECIALIST

Uses knowledge in overall system architecture, design standards, and operational theories to evaluate efficiency and troubleshoot areas of concern. This is accomplished by interpreting schematics, recording key metrics during operation, and physical inspection of systems.

- Programming
- Software R&D
- Engineering & Design
- System Diagnostics
- System Startups
- Electro-Hydraulic Instrumentation & Diagnostics

# TERMS & CONDITIONS

## FOR SERVICE RATES



- 1. ACCEPTANCE OF TERMS & CONDITIONS.** The submission of an order for any of the products or systems ("Products") provided by Livingston & Haven ("L&H") shall constitute acceptance by the party submitting such order (the "Customer") of the terms and conditions contained herein (the "Terms & Conditions"), which shall control the transactions between L&H and Customer. These Terms & Conditions shall not be modified, amended, replaced, or superseded by any provisions that may be contained in any purchase order or other documentation that may at any time be submitted to L&H by Customer, and L&H hereby rejects any and all such purchase orders and documentation unless specifically agreed to in writing by L&H. IT IS FURTHER UNDERSTOOD AND AGREED THAT THE PRICE STATED FOR THE PRODUCTS HEREIN DESCRIBED IS A CONSIDERATION FOR LIMITING THE LIABILITY OF L&H AS SET FORTH HEREIN.
- 2. AVAILABILITY.** Some of the Products shown in the L&H binders are not available from all L&H locations. In such case, if possible the local L&H office will refer Customer to a responsible source.
- 3. QUOTATIONS.** Written quotations are firm for 30 days from quotation date unless stated on the quotation to the contrary or unless revoked by oral or written notice from L&H prior to acceptance by L&H of a written order from Customer. Also, unless stated by the manufacturer or by L&H to the contrary, quoted prices will apply on Products scheduled for shipment within 30 days of the quote, while prices in effect at the time of shipment will apply on unscheduled shipments and Products scheduled for shipment beyond 30 days. If the cost to L&H of performance hereunder should be increased by reason, directly or indirectly, of any governmental action, including without limitation the imposition or variation of any customs duty, L&H shall have the right to increase the quotation price by the amount of such increased cost.
- 4. ORDERS; PAYMENT; DELIVERY.** On approved credit sales, Customer shall pay all invoiced amounts within 15 days of the date of invoice, unless otherwise stated in writing. When credit has not been approved, payment terms, subject to prior approval by L&H, may be cash in advance, C.O.D., Bill of Lading with sight draft attached, or domestic letter of credit. L&H, without liability to Customer or any third party, may at any time alter or suspend credit or discontinue deliveries or stop goods in transit when, in its opinion, the financial condition of Customer or a potential customer warrants such action. L&H reserves the right to add a monthly service charge up to the maximum rate permitted by law for delinquent accounts, and Customer agrees to pay any such charge in full. All sales are F.O.B. Shipping Point, unless otherwise agreed to by L&H in writing. All risk of loss or damage shall pass to Customer upon delivery of the Products to the carrier. Any claims for loss or damage during shipment are to be filed with the carrier. L&H will not accept responsibility for any such claims. L&H shall make every reasonable effort to meet commitments concerning shipping dates; however, revisions may be necessary due to unforeseen events. L&H WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, INCLUDING BUT NOT LIMITED TO INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR SIMILAR DAMAGES, OCCURRING TO CUSTOMER OR TO ANY THIRD PARTY AS A RESULT OF ANY DELAY IN SHIPMENT. Without limiting the generality of the foregoing, L&H shall not be liable for any shipment delays beyond the reasonable control of L&H which affect L&H or any of its supplier, including, but not limited to, delays caused by unavailable or a shortage of goods from L&H's suppliers, natural disasters, acts of war, acts of terrorism, acts or omissions of Customer, fire, strike, governmental interference, unavailability or shortage of materials, labor, fuel, or power through normal commercial channels at customary and reasonable rates, failure or destruction of plants or equipment arising from any cause whatsoever, and transport failures or delays. Orders are not cancellable by Customer unless otherwise agreed to by L&H in writing and all cancellation charges, if any, have been paid by Customer to L&H.
- 5. TAXES; GOVERNMENT REGULATIONS.** Unless otherwise expressly stated in the quotation, L&H's quoted prices do not include sales, use, excise or any other federal, state or local taxes. Customer shall be liable for all such taxes. Failure by L&H to collect any such taxes from Customer with the initial invoiced amount shall not constitute a waiver of or bar to L&H's right to bill and collect from such Customer subsequently for such taxes. Customer shall comply with all governmental laws and regulations, and shall secure all necessary approvals, if any, applicable to the delivery, use and sale of the Products and any other conduct contemplated by Customer's purchase of the Products.
- 6. RETURNED PRODUCTS.** Products may not be returned by Customer without L&H's prior written authorization. Any request to return must be made in writing to L&H within 10 days from Customer's receipt of the Products; if Customer fails to make such written request within such 10-day period, Customer shall be deemed to have accepted such Products, and such Products shall not be returnable (except as may be permitted under Section 8).

Returned Products must be in first class salable condition, in their original container, shipment prepaid by Customer and subject to inspection upon receipt by L&H. When Products are returned because of an acknowledged error by L&H, L&H will rectify its error promptly without expense to Customer. If the authorized return is not because of a fault of L&H or its suppliers, L&H will undertake all reasonable action to minimize the expense of such returns; however, L&H reserves the right to make a handling and re-stocking charge. Products that have been manufactured or fabricated to Customer's specifications are not returnable.

7. SHORTAGES AND DEFECTIVE PRODUCTS. All claims for shortages, defects or incorrect Products shipped to Customer must be filed by Customer in writing with L&H within 10 days of the Customer's receipt of the Product; if Customer fails to make such written request within such 10-day period, Customer shall be deemed to have accepted such Products, and subject to Section 8, L&H shall have no further liability with regard to such Products. Claims for loss or damage in transit must be filed with the carrier as per Section 4 above.

8. LIMITED WARRANTIES. The only warranties made on Products sold by L&H are the warranties provided by the respective original manufacturers for such Products. Reference should be made by Customer to the terms of such manufacturers' warranties for the conditions thereof. In the event L&H has modified, altered or fabricated any of the Products sold by it to Customer, L&H warrants, solely to Customer and to no third party, only that such modification, alteration or fabrication shall be free of defects in material or workmanship for 1 year from the date of shipment to Customer (the "L&H Limited Warranty"). With regard to the L&H Limited Warranty, if applicable, L&H's liability is limited solely and exclusively to, at L&H's option, making replacement or repairs or to refunding the price for such modifications or alterations made by L&H. THE L&H LIMITED WARRANTY (IF APPLICABLE) CONSTITUTES L&H'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY AGAINST L&H IN CONNECTION WITH ANY CLAIM OF ANY KIND RELATING TO THE QUALITY, CONDITION, OR PERFORMANCE OF ANY PRODUCTS, WHETHER ANY SUCH CLAIM IS BASED IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY, STATUTORY OR COMMON LAW, OR OTHERWISE, AND REGARDLESS OF A FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, L&H MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY OTHER MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE PRODUCTS, THEIR MERCHANTABILITY, OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. IN ADDITION, L&H WILL NOT BE RESPONSIBLE OR LIABLE FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR SIMILAR DAMAGES RESULTING FROM AN ALLEGED OR ACTUAL BREACH OF THE L&H LIMITED WARRANTY, IF APPLICABLE, OR FROM ANY OTHER ALLEGED OR ACTUAL BREACH OF ANY PROVISION OF THESE TERMS & CONDITIONS. No person is authorized to make any representation, warranty, covenant, guarantee, or promise on behalf of L&H with regard to the suitability of Products for any particular application beyond the state of use described or warranty provided by the manufacturer for any such Products, and any such representation, warranty, covenant, promise, or guarantee is automatically void and of no force and effect.

Any of the following shall void the L&H Limited Warranty, if applicable: (i) any Customer modifications, alterations or repairs (actual or attempted) to the Products, unless Customer has obtained prior written authorization from L&H in which L&H consents to such actual or attempted modifications, alterations, or repairs; (ii) Customer's failure to notify L&H in writing of any non-conformity during the 1-year warranty period; and/or (iii) Customer installs, operates, uses, misuses, or neglects the Products in a manner inconsistent with the specifications or use or maintenance directions.

9. CATALOG & WEBSITE INFORMATION. The catalogs contained in L&H's binders and information on the Products available on L&H's website and other platforms are provided by manufacturers of the equipment described therein. L&H does not assume responsibility for errors or omissions in any of the descriptions of the Products contained therein. Without limiting the generality of the foregoing, in no event does L&H make or shall L&H be deemed to have made any representation, warranty, covenant, promise or guarantee by virtue of the descriptions of the Products or any of the other information contained in such binders or catalogs or otherwise made available on L&H's website and other platforms, and in the event that a court of competent jurisdiction deems any such descriptions and information to constitute a warranty, L&H hereby expressly disclaims any such warranty. L&H reserves the right to make additions, deletions or modifications to such information, and changes in its suppliers, without notification to Customer.

10. INDEMNIFICATION. Each party ("Indemnitor") shall indemnify, hold harmless, and defend the other party, its affiliates, and their officers, directors, partners, members, shareholders, employees, agents, successors and permitted assigns from and against any and all third party claims and resulting losses, damages, liabilities, deficiencies, judgments, settlements, interest, awards, penalties, fines, reasonable costs, or reasonable expenses of whatever kind, including reasonable attorneys' fees, and the reasonable costs of enforcing any right to indemnification under these Terms & Conditions and the cost of pursuing any insurance providers (collectively, "Losses"), resulting from: (a) Indemnitor's material breach of these Terms & Conditions, including any representations and warranties made hereunder; (b) any bodily injury, death of any person or damage to real or tangible personal property caused by the grossly negligent or more culpable conduct of Indemnitor; or (c) any failure by Indemnitor or its personnel to comply with any applicable laws.

11. USE OF PRODUCTS. Customer acknowledges that it is solely responsible and liable for installing and the operating the Products purchased from L&H in a safe manner and in conformance with all applicable laws, codes and regulations, including without limitation the Occupational Safety & Health Act (O.S.H.A.).
12. INTELLECTUAL PROPERTY RIGHTS. If any engineering and/or design work is performed by L&H for Customer relative to products ordered under this agreement, Customer agrees that such engineering and/or design work is the intellectual property of L&H and all right, title, copyright and ownership of such engineering and/or design work, and all other intellectual and other property of L&H, is solely the property of L&H. Customer hereby represents and warrants to L&H that it shall not infringe upon, misappropriate, or otherwise violate the intellectual property rights or other rights of L&H or any third party.
13. SMALL ORDERS. Contact your L&H office for minimum billings. Small orders are costly to handle and process. This is true for both parties. Contact L&H's nearest office for suggestions on eliminating or minimizing the costs of small orders placed with L&H.
14. CHANGES IN TERMS & CONDITIONS. These Terms & Conditions are subject to change by L&H without prior notice. As per Section 1 above, these Terms and Conditions may not be altered in any way by Customer and L&H hereby rejects any effort by Customer to effect any such alteration.
15. CUSTOMER IS END USER. Customer represents and warrants that it shall use all Products solely for its own use in its business operations or for resale to other businesses or individuals for similar use. In the event that, notwithstanding the foregoing, Customer resells or otherwise transfers any Product and makes any representation, warranty, covenant, promise, or guarantee beyond the warranties of the original manufacturers of the Products referenced in Section 8 hereof to the transferee, Customer acknowledges and agrees that: (i) it shall be solely responsible and liable for any such representations, warranties, covenants, promises, and/or guarantees and (ii) it shall indemnify, defend, and hold L&H harmless from and against any and all third party claims and related Losses of L&H arising from a third party claim alleging breach of any such representation, warranty, covenant, promise, and/or guarantee.
16. FORCE MAJEURE. If L&H's ability to perform its obligations to Customer is limited, delayed or prevented in whole or in part by any event or condition not reasonably within the control of L&H or its suppliers, including without limitation acts of God, war, civil strife, labor unrest, transportation delays, or by any law, rule, regulation, order or any other action of any public authority, L&H shall be excused, discharged and released of performance to the extent such performance is so limited, delayed or prevented, without liability of any kind.
17. WAIVER. Waiver by L&H of any default of Customer or of any provision hereof shall not be deemed a waiver of any other default of Customer, and any failure at any time by L&H to enforce any provision hereof shall not constitute a waiver of such provision or prejudice L&H's right to enforce such provision at any subsequent time.
18. CONTROLLING LAW; JURISDICTION AND VENUE. The validity, construction and performance of these Terms & Conditions shall be governed by and construed in accordance with the laws of the State of North Carolina, excluding that body of law applicable to choice of law. Each of the parties hereby irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts located in Mecklenburg County, North Carolina in any action relating hereto or to the subject matter hereof. In the event any provision of these Terms & Conditions or the application of any such provision shall be held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions of these Terms & Conditions shall remain in full force and effect.
19. ENTIRE AGREEMENT. These Terms & Conditions and all invoices hereunder comprise the entire agreement between the parties regarding the subject matter hereof and supersede all prior and contemporaneous understandings, agreements, negotiations, representations and warranties, and communications regarding the subject matter hereof, both written and oral.
20. ASSIGNMENT. Customer may not assign these Terms & Conditions, including without limitation, any warranties hereunder, without the prior written consent of L&H. L&H may freely assign this Agreement. These Terms & Conditions are binding on and inure solely to the benefit of the parties and their permitted successors and assigns.