

COMAX Field Service Terms and Conditions

Courser Incorporated
802 County Route 64
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1. SCOPE

These Field Service Terms and Conditions (“Service Terms”) apply to all onsite field service, installation, commissioning, technical support, and related services provided by Courser Incorporated (“Courser”) for COMAX laser level measurement systems, including the COMAX II, COMAX II+, and any successor systems, and their associated components, parts, and accessories (collectively, “Equipment”). These Service Terms are separate from and not governed by Courser’s Limited Warranty or Terms and Conditions of Sale, each of which is a separate document.

Onsite services may be performed by Courser employees or Courser-certified independent contractors (collectively, “Service Personnel”). All references to Service Personnel throughout these Service Terms shall be understood to include both Courser employees and Courser-certified independent contractors.

References to “in writing,” “written,” or similar terms throughout these Service Terms shall include email correspondence between authorized representatives of Courser and the Customer. This includes, but is not limited to, scope of work agreements, prerequisite confirmations, scheduling confirmations, change authorizations, and any other communications referenced herein. Where a provision specifically requires a document signed by a duly authorized representative of Courser, the signature requirement shall be satisfied by a physical signature, a scanned signed document, or a qualified electronic signature on a separate document. Such signed documents may be delivered via email as an attachment, but the body of an email message alone does not constitute a signed document for such purposes.

2. REMOTE TECHNICAL SUPPORT

2.1 No-Charge Remote Support

Courser provides reasonable remote technical support — including telephone, email, and video conferencing — at no charge as part of its commitment to customer service. Remote support is provided at Courser’s discretion and is not guaranteed to be available at any specific time or within any specific response period. Courser reserves the right to modify or discontinue this policy at any time.

2.2 Remote Diagnostics

Remote diagnostic activities may involve Courser directing the Customer’s plant personnel to perform measurements, take readings, make adjustments, observe system behavior, and report

results to Courser for interpretation. The Customer is responsible for ensuring that qualified technical personnel are available and capable of performing the directed tasks.

Remote diagnostics are the standard first step in resolving technical issues and are typically conducted before any onsite service visit is authorized. Courser may decline to schedule an onsite visit until reasonable remote diagnostic efforts have been attempted, unless the Customer elects to proceed directly to onsite service at the Customer's sole expense. All onsite visits are subject to the availability of Service Personnel and will be scheduled accordingly.

3. INSTALLATION AND COMMISSIONING

Installation, commissioning, initial calibration, and integration of COMAX Equipment into the Customer's process or control systems are the sole responsibility of the Customer, the Customer's engineering contractor, or the Customer's plant personnel. These activities are not included in Courser's standard field service and are not covered under Courser's Limited Warranty.

Courser may offer installation and commissioning services as a separately quoted engagement. Such engagements are subject to these Service Terms and will be governed by a separate scope of work and quotation.

4. SERVICE CATEGORIES AND RATES

4.1 Scheduled Service

Scheduled Service is service for which a valid purchase order or other order and payment method has been submitted to and confirmed by Courser at least **three (3) weeks** in advance of the requested onsite date. The three-week advance requirement may be modified or waived at Courser's sole discretion. Scheduling is subject to the availability of Service Personnel.

Scheduled Service is billed at the Scheduled Service daily rate and the Scheduled Service travel hourly rate as stated on Courser's current published price list.

4.2 Emergency, Weekend, and Holiday Service

Service that does not meet the advance scheduling requirements of Section 4.1, or that is requested for weekends or U.S. holidays, is classified as Emergency Service. Emergency Service is billed at the Emergency Service daily rate and the Emergency Service travel hourly rate as stated on Courser's current published price list. Emergency Service is subject to the availability of Service Personnel and is not guaranteed.

4.3 Service Day

A standard service day is defined as up to **ten (10) hours**, inclusive of meal breaks and rest periods. Each day of onsite presence constitutes a minimum of one (1) full service day, regardless of the number of hours worked.

Hours worked beyond ten (10) in a single service day may be billed as additional hours at Courser's discretion.

4.4 Travel Time

Travel time is billed at the applicable travel hourly rate (Scheduled or Emergency). Billable travel time is capped at a maximum of **twelve (12) hours per calendar day**, regardless of the actual hours spent in transit. Any travel time falling on the following calendar day is billed against that day's 12-hour cap.

4.5 Rates Subject to Change

All service and travel rates are as stated on Courser's current published price list and are subject to change at any time at Courser's discretion. The rates in effect at the time of Courser's written quotation or order acknowledgment shall apply to that engagement.

5. TRAVEL AND EXPENSES

5.1 Customer-Funded Travel

The Customer shall bear all travel and expense costs associated with onsite service, regardless of whether the service is related to a warranty claim or is performed on Equipment under warranty. Onsite service is a convenience offered by Courser; it is not an obligation under Courser's Limited Warranty, which provides for service at Courser's facility.

5.2 Expense Estimates and Actuals

A best estimate of travel and expense costs will be provided at the time of scheduling for the Customer's purchase order or budgeting purposes. However, the actual incurred costs will be billed on the final invoice. Actual costs may be greater or less than the estimated value.

5.3 Travel and Expense Items

Travel and expense items include, but are not limited to:

- (a) Airfare, rail, or other transportation costs.
- (b) Rental vehicles, fuel, tolls, and parking.
- (c) Hotel accommodations.
- (d) Meals and incidental expenses.
- (e) Ground transportation (taxi, rideshare, airport transfers).
- (f) Baggage fees, including charges for tools and service equipment.

5.4 Air Travel Class of Service

Air travel for domestic flight segments of three (3) or more hours, and all international flights, will be booked for business class or the best available equivalent class of service.

5.5 Visa, Permits, and Travel Documentation

For international service engagements, the Customer is the authority on the entry, work permit, and documentation requirements of the destination country. The Customer is under obligation to

inform Courser of all visas, work permits, entry permits, letters of invitation, and any other legal documents or authorizations required for Service Personnel to enter and perform work in the destination country. The Customer must communicate all such requirements to Courser with sufficient lead time to obtain the necessary documentation.

The Customer shall bear all costs associated with obtaining required documentation, including expediting fees, visa service agency charges, and any government or consulate fees.

If the Customer's failure to identify, communicate, or ensure timely completion of documentation requirements results in a service engagement not being undertaken, being terminated, or — including but not limited to the situation where Service Personnel are denied entry into the destination country and must return — the Customer shall bear all costs incurred, including travel and expenses through the date of return, travel time at the applicable hourly rate, and a minimum of one (1) full service day.

6. SITE READINESS AND PREREQUISITE WORK

6.1 Pre-Service Scope Agreement

Before any onsite visit, Courser and the Customer shall agree in writing on the scope of work for the engagement, including any prerequisite tasks that the Customer must complete before Courser's arrival. Prerequisite tasks may include, but are not limited to: providing safe and adequate access to the Equipment, system cleaning, coordination of third-party services, and any other site-specific preparations identified in the scope of work. The Customer shall confirm completion of all prerequisite tasks before Courser mobilizes.

6.2 Remote Diagnostics as Prerequisite

As described in Section 2.2, remote diagnostic activities are the standard first step before onsite service is authorized. The results of remote diagnostics establish a baseline assessment of the Equipment's condition prior to the onsite visit and inform the scope of work.

6.3 Incomplete Prerequisites

If Courser arrives onsite and prerequisite tasks have not been completed:

- (a) All time spent waiting for or supervising the completion of prerequisite work is billable at the applicable service day rate. This time is not deducted from the service engagement and does not extend Courser's obligation to remain onsite beyond the originally scheduled duration.
- (b) Courser's service scope may be reduced proportionally to the time consumed by incomplete prerequisites, at Courser's discretion. Courser will complete as much of the agreed scope as can reasonably be accomplished in the remaining scheduled time.
- (c) Any work from the original scope that cannot be completed during the engagement due to time consumed by incomplete prerequisites is the Customer's responsibility. The Customer may complete such work with remote guidance from Courser, subject to Section 2.

(d) If an additional onsite visit is required to complete the original scope, it shall be treated as a new service engagement with new scheduling, travel, and expense charges.

6.4 Early Termination Due to Site Readiness Failure

If site conditions are such that meaningful service work cannot proceed — due to incomplete prerequisites, unsafe conditions, or other causes attributable to the Customer — Courser may, at its discretion, terminate the visit early and demobilize. In such cases:

- (a) A minimum of one (1) full service day is billable, plus all travel and expenses incurred through the actual date of departure from the service location.
- (b) If return transportation is not immediately available, all days spent on location awaiting return transportation are billable at the applicable travel hourly rate (subject to the 12-hour daily cap), and all ongoing expenses (accommodations, meals, incidentals) remain the Customer's responsibility through the actual date of departure.
- (c) Courser, at its discretion and at the Customer's expense, will attempt to rebook return transportation to an earlier available departure to minimize stranded time. Any rebooking fees, fare differences, or change charges are the Customer's responsibility.

6.5 Conditions Discovered Onsite

Service Personnel may, upon arrival or during the course of work, discover conditions that were not identified during remote diagnostics or communicated by the Customer prior to the engagement — including but not limited to changes to site conditions, process parameters, modifications to related equipment or wiring, or other circumstances that directly or indirectly affect the Equipment or the agreed scope of work. Such conditions may not have been known to the Customer or may simply not have been recognized as relevant.

When previously unknown or undisclosed conditions are discovered onsite:

- (a) Any additional time spent by Service Personnel assessing, diagnosing, or addressing such conditions is billable at the applicable service day rate.
- (b) If the conditions require corrective action by the Customer or the Customer's personnel before the agreed scope of work can proceed, the provisions of Section 6.3 (Incomplete Prerequisites) shall apply, including billable waiting and supervision time, possible reduction in scope, and the potential need for a follow-up visit as a new service engagement.
- (c) Courser is not liable for any outcomes, delays, or additional costs resulting from conditions that were not disclosed or not known prior to Service Personnel's arrival.
- (d) Service Personnel will communicate any discovered conditions to the Customer as promptly as practicable and will work with the Customer to determine the best path forward within the remaining scheduled engagement time.

7. SCOPE OF WORK AND SERVICE LIMITATIONS

7.1 Best Professional Efforts

Courser commits to using best professional efforts to complete the agreed scope of work during onsite engagements, whether the engagement involves service, repair, installation, commissioning, or any combination thereof. However, Courser does not guarantee that every scope of work can be completed onsite. Some conditions may require factory service, replacement of components, follow-up visits, or additional work by the Customer or the Customer's contractors.

7.2 Incomplete Resolution or Completion

If the agreed scope of work cannot be fully completed during the onsite visit, Courser may:

- (a) Recommend that the Equipment or specific components be returned to Courser's facility for factory service under the standard RMA process as described in Courser's Limited Warranty or Terms and Conditions of Sale.
- (b) Provide the Customer with a written assessment of the work performed, outstanding items, and recommended next steps.
- (c) Continue to support the Customer remotely as described in Section 2.

All service days and expenses incurred during the visit remain billable regardless of whether the scope of work was fully completed, partially completed, or unresolved. The Customer is paying for Service Personnel's time and professional expertise, not for a guaranteed outcome.

7.3 Warranty Labor Credit

If onsite service is performed on Equipment that is within its warranty period as defined in Courser's Limited Warranty, and the onsite work confirms a defect covered under warranty, Courser may, at its sole discretion, waive or credit the service day charges (labor only) for the engagement. Travel and expenses are not subject to waiver or credit under any circumstances. This provision does not create an obligation for Courser to perform onsite warranty service; warranty service is provided at Courser's facility as described in the Limited Warranty.

8. SYSTEM CONDITION AND LIABILITY

8.1 Pre-Existing Conditions

Service work on COMAX Equipment may involve working on systems that have been in service for extended periods, in demanding process environments, and which may have pre-existing conditions including component aging, wear, corrosion, or latent defects. Service Personnel will exercise professional care in all service work, but Courser is not liable for:

- (a) Pre-existing conditions or latent defects in the Equipment that are discovered or that manifest during service.
- (b) Deterioration or failure of components that are disturbed, accessed, or removed in the normal course of performing service work, where such deterioration or failure is

attributable to the age, condition, or operating history of the component rather than to the actions of Service Personnel.

(c) Any condition of the Equipment that existed prior to Service Personnel's arrival, as documented through pre-visit remote diagnostics under Section 2.2.

8.2 Limitation of Liability for Service

IN NO EVENT SHALL COURSER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND ARISING FROM OR RELATED TO ONSITE SERVICE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF PRODUCTION, COST OF SUBSTITUTE EQUIPMENT, PRODUCTION DOWNTIME, OR DAMAGES ARISING FROM BUSINESS INTERRUPTION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE), EVEN IF COURSER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

COURSER'S TOTAL CUMULATIVE LIABILITY TO THE CUSTOMER FOR ALL CLAIMS ARISING OUT OF OR RELATED TO ANY SINGLE SERVICE ENGAGEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL SERVICE FEES (EXCLUDING TRAVEL AND EXPENSES) PAID BY THE CUSTOMER FOR THAT SPECIFIC ENGAGEMENT.

9. CANCELLATION AND RESCHEDULING

9.1 Cancellation by Customer

(a) **Before travel arrangements are made** — The Customer may cancel a scheduled service engagement without charge if written notice is received by Courser before any travel arrangements (flights, hotels, rental cars) have been booked.

(b) **After travel arrangements are made** — If the Customer cancels after travel arrangements have been booked, the Customer shall reimburse Courser for all non-refundable travel costs incurred, including but not limited to non-refundable airfare, hotel cancellation fees, and visa or permit expenses.

(c) **After mobilization** — If the Customer cancels after Service Personnel have departed for the service location, the Customer shall bear all costs incurred through the date of return, including travel time at the applicable travel hourly rate, all transportation and expense costs, and a minimum of one (1) full service day.

9.2 Rescheduling

Rescheduling a service engagement is treated as a cancellation of the original engagement and scheduling of a new engagement. The cancellation provisions of Section 9.1 apply to the original engagement, and the new engagement is subject to scheduling availability and the advance requirements of Section 4.1.

9.3 Cancellation by Courser

Courser reserves the right to cancel or postpone a service engagement due to circumstances beyond its reasonable control, including but not limited to travel disruptions, illness or

unavailability of Service Personnel, visa or entry permit issues, or unsafe conditions at the service location. In such cases, Courser will work with the Customer to reschedule at the earliest practical date. Courser shall not be liable for any damages, losses, or costs incurred by the Customer as a result of cancellation or postponement by Courser.

10. CUSTOMER OBLIGATIONS

The Customer shall ensure the following for all onsite service engagements:

- (a) **Safe working environment** — The Customer shall provide a safe working environment for Service Personnel, including access to potable water, opportunity for rest and hydration breaks, and adequate ventilation, particularly in high-temperature process environments.
- (b) **Site access** — The Customer shall provide timely and unrestricted access to the Equipment and the areas of the facility necessary to perform the service work, including during non-standard hours if required by the scope of work.
- (c) **Safety orientation and site requirements** — The Customer shall advise Courser of all site safety rules, hazards, and requirements prior to or upon arrival, and shall provide any site-required personal protective equipment.
- (d) **Qualified technical staff** — The Customer shall ensure that qualified plant technical personnel are available for the duration of the onsite service visit to support Service Personnel's activities, including but not limited to: operating plant systems, providing access to Equipment and restricted areas, and performing any other ancillary tasks required to support the service engagement.
- (e) **Permits and authorizations** — The Customer shall obtain and maintain all permits, licenses, and authorizations required by the Customer's facility or applicable regulations for the service work to be performed.
- (f) **Equipment and site condition disclosure** — The Customer shall make a reasonable good-faith effort to accurately represent the condition of the Equipment and the nature of the issue when requesting service, and to communicate any known changes to site conditions, process parameters, or related equipment that may directly or indirectly affect the Equipment or the scope of work. Conditions discovered onsite that were not previously disclosed or identified are governed by Section 6.5. Material misrepresentation of the Equipment's condition or the scope of work required may result in additional charges if the actual scope exceeds the agreed scope.
- (g) **Prerequisite tasks** — The Customer shall complete all prerequisite tasks agreed upon under Section 6.1 before Service Personnel's arrival. Failure to complete prerequisite tasks is governed by Sections 6.3 and 6.4.

11. PAYMENT TERMS

11.1 Invoicing

Courser will invoice the Customer upon completion of the service engagement. The invoice will include a summary of service days, travel time, and travel and expense costs broken out by major category. Detailed receipts are retained by Courser and are available upon request.

11.2 Payment

(a) **Customers with approved credit** — Payment is due **net thirty (30) days** from the date of invoice.

(b) **All other Customers** — Payment for estimated service, travel, and expense costs is required in advance of Courser's mobilization. Any balance due or overpayment based on actual costs will be reconciled on the final invoice, payable net thirty (30) days.

11.3 Late Payment

Invoices not paid within the applicable payment period are subject to a late payment charge of **1.5% per month** (18% per annum) on the outstanding balance, or the maximum rate permitted by applicable law, whichever is less. The Customer shall be responsible for all costs of collection incurred by Courser in the event of non-payment, including but not limited to reasonable attorney's fees, court costs, and collection agency fees.

11.4 Currency

All service rates and expenses are quoted and invoiced in U.S. Dollars (USD). The Customer shall bear all costs associated with currency conversion and international wire transfer fees.

12. GOVERNING LAW AND JURISDICTION

These Service Terms shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws provisions. Any dispute arising under or in connection with these Service Terms shall be subject to the exclusive jurisdiction of the state and federal courts located in Chemung County, New York. The parties consent to personal jurisdiction in such courts.

13. GENERAL PROVISIONS

(a) **Entire Agreement** — These Service Terms, together with any written scope of work, quotation, or order acknowledgment issued by Courser for a specific service engagement, constitute the entire agreement between Courser and the Customer with respect to field service and supersede all prior or contemporaneous agreements, representations, and understandings, whether written or oral.

(b) **Relationship to Other Documents** — These Service Terms are separate from Courser's Limited Warranty and Terms and Conditions of Sale. In the event of a conflict between these Service Terms and the Limited Warranty or Terms and Conditions of Sale with respect to onsite field service, these Service Terms shall govern.

(c) **Amendment of Specific Engagements** — The terms of a specific service engagement, as confirmed in a written scope of work, quotation, or order acknowledgment, may not be modified except in writing signed by duly authorized representatives of Courser and the Customer.

(d) **Modification of Service Terms** — Courser reserves the right to modify these Service Terms at any time. Updated Service Terms shall apply to all service engagements scheduled after the effective date of the modification. The Service Terms in effect at the time a specific engagement is confirmed by Courser's written order acknowledgment shall govern that engagement.

(e) **Severability** — If any provision of these Service Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

(f) **Waiver** — The failure of Courser to enforce any provision of these Service Terms shall not constitute a waiver of its right to enforce that or any other provision in the future.

(g) **Force Majeure** — Courser shall not be liable for any delay or failure to perform its obligations under these Service Terms due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, government actions, pandemics, travel restrictions, or supply chain disruptions.

(h) **Status of Service Personnel** — As defined in Section 1, Service Personnel performing onsite service on behalf of Courser may be employees of Courser or Courser-certified independent contractors. In either case, such personnel are not employees, agents, or representatives of the Customer. Nothing in these Service Terms creates an employment relationship, partnership, or joint venture between Courser and the Customer.

Courser Incorporated

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Effective for service engagements scheduled on or after January 1, 2026.

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