

When KMT Waterjet Systems (hereinafter called the Company) provides the Services of a Service Supervisor (hereinafter called the Supervisor) to consult with and advise the Purchaser in the installation, starting up and/or overhaul or maintenance of equipment of KMT Waterjet manufacture, such Supervisor shall not be responsible for the procurement of any labor or mechanical work performed by others.

The Service Supervisor's services shall be furnished under the following:

- 1) All necessary workmen (common, semi-skilled and skilled), together with proper labor supervision shall be furnished by the Purchaser, at his expense. Qualified Support labor must be available to the Supervisor at all times during the Supervisor's work hours. The Supervisor is prohibited by the Company from working alone.
- 2) All necessary utilities shall be furnished by the Purchaser, at his expense.
- 3) The Supervisor will expect to work consecutive days until the contracted work is complete. For any day the Supervisor is available for work and is denied access, with the exception of national holidays, the Purchaser will be invoiced by the Company for eight (8) hours at the KMT rate in effect at the time of service, plus associated living expenses.
- 4) The Purchaser shall provide all tools and equipment required for any installation or service work. The Company's Supervisor may bring with him or ship to the jobsite, special tools which are and shall remain Company property. If such tools are too heavy for transport by the Supervisor, the Purchaser shall assist in arranging for their return to a location designated by the Company at the completion of the services.
- 5) The Company shall be reimbursed by the purchaser for all transportation costs (includes a 15% surcharge), for any required special tools or equipment, plus replacement costs for any of these items which are not returned to the Company at the completion of the services.
- 6) The Company agrees that the Supervisor will provide Best Efforts in effecting repairs to equipment supplied by the Company, but provides no guarantee that such Best Efforts will result in restoration of proper operation of equipment the Supervisor is contracted to repair.
- 7) The Supervisor shall be suitably covered with insurance in the areas of Worker's Compensation, Public Liability and Automobile Insurance where the use of a vehicle is required. Certificates confirming this insurance coverage are obtainable upon request. The Company shall in no event be liable for any loss recoverable by the Purchaser under insurance policies covering Purchaser's property.
- 8) The Company accepts no responsibility for material or the acts of men furnished by the Purchaser. The Company is not responsible for the rate of progress or the date of completion of the work nor for incorrect operation or damage incurred due to improper storage or handling.
- 9) The Company shall be permitted to assign all or any portion of its performance under this Contract to a selected Professional Service organization, without the prior consent of the Purchaser.
- 10) The Company and its affiliates or suppliers shall in no event be liable to the Purchaser, any successors in interest or any beneficiary of this Contract for any consequential, incidental, indirect, special or punitive damages arising out of this Contract or any breach thereof, or any defect in, or failure of equipment or machinery, whether based upon loss of use, lost profits or revenue, interest, lost good will, work stoppage, impairment of other goods, loss by reason of shutdown or non-operation, increased expenses of operation, cost of purchase of replacement power or claims of Purchaser or customers of Purchaser for service interruption, whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability, or otherwise. The total liability of the Company under this Contract in all other respects shall be limited to the purchase price of the services furnished hereunder.

(LD-146) 06/30/19