



Precision Measurement Solutions for Manufacturers

Standard Terms of Service

Unless agreed in writing in advance, the following terms apply to all service provided by Morley Machine Tool Alignment, Inc. (hereinafter Morley) and the customer (hereinafter Customer) when provided in accordance with a Service Request, Service Desk Ticket, Purchase Order, Service Agreement, Change Order, or any similarly approved and/or accepted document or facsimile or electronic version thereof.

Labor Estimate: Unless agreed in writing in advance, the labor amounts on this or any other quote are estimates only. The labor charges may differ substantially from the estimate if unforeseen issues are encountered such as the discovery of broken or damaged components. Morley will notify the Customer immediately upon discovering issues that could affect the cost of the project. Additional labor expended to resolve unforeseen issues will be billed at Morley's standard labor rates.

Parts and Equipment Estimate: Unless agreed in writing in advance, the total parts and equipment amounts on this or any other quote are estimates only. The amounts may differ substantially from this estimate if unforeseen issues are encountered such as the discovery of broken or damaged components. Morley will notify the Customer immediately upon discovering issues that could affect the cost of the project. Additional parts required to complete the project and resolve unforeseen issues will be billed based on the actual parts provided.

Not to Exceed Price Estimate: Any quote or estimate with a Not to Exceed Price will be billed according to the actual labor used and the actual parts and equipment supplied for the project or job. The Not to Exceed Price excludes the price for labor, parts, and equipment specified in approved Change Orders. Unless agreed in writing in advance and specifically included, the Not to Exceed Price excludes costs associated with unforeseen and unforeseeable issues such as the discovery of broken or damaged components. The Not to Exceed Price does not include travel expenses. The Not to Exceed Price does not include Stand-by Labor charges resulting from the unavailability of parts, facilities, machines, resources, etc. that are the responsibility of the customer or the customer's agent. Invoices provided to the Customer will clearly identify travel expenses, Stand-by Labor charges, and charges associated with Change Orders that are not included in the Not to Exceed Price.

Analysis of Unforeseen Issues: If requested, Morley will provide an impact analysis and revised cost estimates based on the unforeseen issues encountered. Labor spent analyzing the impact of unforeseen issues and preparing revised cost estimates will be billed at Morley's standard consulting rate.

Stand-by Labor Rates / Discount: Customer is eligible for a 20% stand-by discount on labor rates when unforeseen and unavoidable delays are encountered due to the unavailability of parts, facilities, machines, resources, etc. that are the responsibility of the customer or the customer's agent. The discount will be applied to the billable labor charges incurred while waiting for the resolution of the problem. The Stand-by Discount will only be applied if Customer uses Morley to provide the original agreed upon services following the resolution of the problem (the delay). The customer will be billed for on-site services at the original agreed upon rates without application of the Stand-by Discount if the job is cancelled or reduced following delays that incurred stand-by time.

Cancelled Service: The customer will be billed a minimum of one-half day per technician at Stand-by Labor Rates if a service call is not cancelled by 3:00pm Pacific Time the day prior to the agreed upon schedule. Customer will also be charged travel time at Morley's standard Travel-Labor Rate for each technician that departs prior to cancellation.

Overtime-Labor Rates: Unless agreed in writing in advance, Overtime Rates apply to the following: (a) that portion of billable labor for on-site service (including stand-by time) exceeding 8-hours on any given day; (b) to all billable on-site labor for service provided Monday through Friday between the hours of 6:00 PM and 6:00 AM; and (c) to all billable onsite labor for service provided on Saturday and Sunday. The overtime-labor rate will be billed at 1.5 times the agreed upon hourly labor rate. Service provided on Morley company holidays will be billed at double the agreed upon hourly-labor rate.

Travel-Labor Rate: Unless agreed in writing in advance, Customer agrees to pay travel time for all billable technicians (this excludes technicians on-site for training purposes) at the standard Travel-Labor Rate. Unless agreed in writing in advance, the Travel-Labor Rate is not discountable.

Travel Expenses: Unless agreed in writing in advance, Customer agrees to pay travel expenses that include but are not limited to airfare, mileage, shipping, ground transportation, hotel, meals, and/or Per Diem expenses for work performed outside the Puget Sound Area.

Change Orders: Customer agrees to provide a signed Change Order for any work requested outside the original agreed upon Scope or Statement of Work. Customer acknowledges that a Change Order may increase the cost of a project or service call. Unless agreed in writing in advance, Change Orders will be billed at the Customer's applicable Regular-Labor or Overtime-Labor rates.

Past Due Accounts: Accounts over 30 days Past Due will be assessed a monthly finance charge of 1.5% of the Past Due Balance plus any Collection Costs incurred. Customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any Past Due accounts.