FCI Customer Service and Field Support



FCI's worldwide customer support team have the product, application and installation engineering expertise to support and supplement your site staff with timely, quick and accurate on-site field support of all FCI flow and level instrumentation. FCI field service technicians and engineers are deployable to your sites throughout the world when you need them, to ensure your investment in FCI instrumentation is optimized and sustained in its installation, at start-up and for years to come.

Flexible Solutions

Whether your support needs are for a single instrument or numerous instruments, a one-time site visit or an annual service agreement, installation verification and commissioning to trouble-shooting and on-site repair, site service solutions are available for all FCI products. Regardless of services specified, all site service visits include visual inspection and assurance of mechanical installation and device wiring as well as instrument configuration, set-up and maintenance instruction for your site staff.

How to Order FCI Services

FCI's *Customer Service, Field Support Order Information Sheet* makes ordering the services you need easy. This OIS allows you to select the type of services and expected days on site needed. Services can be ordered as a line item along with your instrument order, or separately at any time.

- Start-up Assistance
- Site Commissioning and Installation Validation
- Site Configuration and Set-up
- Servicing and Maintenance Training for Site Staff
- **Bus Communications Integration / Validation** HART, FOUNDATION[™] fieldbus, PROFIBUS, Modbus
- Annual Service Agreements
- Installation Troubleshooting and Performance Optimization
- Field Repairs and Instrument Service

"The support I receive from FCI's service department is above and beyond that of any other company I do business with. Thank you."

"FCI field service staff are extremely knowledgeable about instruments... and great at troubleshooting."

- Comments from annual FCI customer satisfaction surveys

Other Support Solutions

<u>Service Centers</u> Factory and factory authorized service centers provide prompt and efficient instrument trouble-shooting, repairs, upgrades and recalibration services. Contact FCI or visit FCI's website for return material authorization (RMA) and to arrange and schedule services.

Training FCI Product Knowledge Workshops (PKWs) are offered throughout the year at various locations. PKWs are "hands-on" sessions designed to train your staff to become fully proficient with FCI instrumentation and technology. These typically two-day events cover all aspects of installation, set-up, operation, servicing and maintaining FCI instruments for optimum performance and maximizing life-cycle of your assets. Contact FCI's training manager or visit FCI's website for PKW schedules, locations and to register.

Visit FCI online at www.FluidComponents.com



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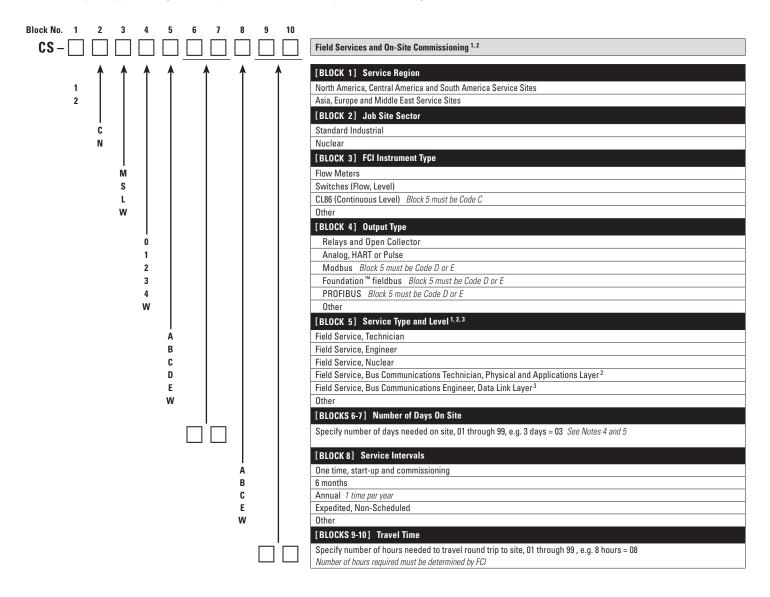


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Order Information Sheet (OIS)

Customer Service, Field Support

- 1. All site service visits include visual inspection of mechanical installation and device wiring, configuration, set-up instruction and service / maintenance instruction for site staff. FCI field service staff will be equipped with necessary tools for configuration, set-up, and trouble-shooting.
- 2. Prior to site service visit, client must have device(s) installed and wired. Devices must be accessible by FCI field service staff. Client is responsible for obtaining any site work permits required by FCI service personnel. If site work requires any special training or credentials, please consult with FCI service department before scheduling services.



Notes

3.	Service Type	Scope of work covered, description of services
	Technician	Industrial site, calibration and installation verification, instrument set-up
	Engineer	Industrial site, application review, calibration and installation verification, instrument set-up
	Nuclear	Nuclear site, calibration and installation verification, instrument set-up
	Bus Communications Technician Layer 2	Physical layer and application layer for bus comm, plus configuration of the instrument parameters for the protocol.
	Bus Communications Engineer, Laver 3	Data link layer includes both physical and application layer plus working within protocol, data transmission internal to the bus protocol

4. Minimum service is one (1) day. Day based upon 8 hour working day. Overtime rates apply to hours beyond 8 hours, weekends and holidays.

- 5. Refer to site services matrix for FCI recommendation on number of days required.
- 6. Under special circumstances FCI may arrange for a fixed, flat fee. Contact FCI if fixed, flat fee is required

Product/Field Services Agreement Terms and Conditions

 <u>Performance of Services</u>: Service and inspection pursuant to this Agreement shall be performed during normal working hours on days not designated for Provider's employees as holidays. Services provided at other than those hours shall be double the hourly rate. All inspections and service shall be done by personnel qualified and supervised by Provider.

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- 2. <u>Reports of Service</u>: A copy of a Field Service report shall be completed, signed and provided to the Customer after completion of a field service visit. Copies of this or other reports of service performed hereunder shall be furnished to any legal authority or other party deemed appropriate by Provider.
- 3. <u>Service Delays</u>: Service may be reasonably delayed for weather or other causes beyond Provider's control. If Customer delays the service, time dedicated to the service shall be billable at scheduled rates. All cleaning of parts, adjustments and repairs revealed by Provider's inspection and service will be performed at the time of the inspection or as soon thereafter as feasible. Parts supplied as a result of inspection shall be at Provider's current list price, plus any freight, transportation and taxes. If requested by the Customer in writing, an estimate of the cost of parts to be replaced will be provided to the Customer prior to replacement. Labor involved in repairing damage due to abuse, mishandling, or improper operation of the Product will be charged at Provider's regular current rates.
- Customer's Duties: Customer acknowledges that it has had an opportunity to inspect the Product and acknowledges that it is in good operating condition and agrees that, when received from Provider, the Product was in good order and repair, and was in all aspects adequate, sufficient, and proper for the use for which it was intended. Customer acknowledges that it is its responsibility at its own expense to keep the Product in good, safe, and efficient working order, repair, condition, and in conformity with all federal, state and local laws and ordinances pertaining thereto. Customer shall not alter or modify the Product in any way or permit anyone to damage, deface, or remove it or any part thereof. Should the Product or any part thereof become other than as stated in the previous sentence, then it is Customer's responsibility to cease using the Product and notify Provider. Provider will be deemed to have no knowledge of such condition until notified by Customer in writing, and will have no obligation to remedy such condition until Provider agrees in writing to remedy such condition. Provider shall have no responsibility, direction, or control over the manner of erection, use, or operation of equipment by Customer, unless specifically retained in writing for such additional service(s). Customer acknowledges that Provider is an independent contractor and not an agent of Customer under California law.
- 5. Erection, Maintenance of Product, and Safety Product: The Customer agrees to erect, maintain, and use the Product in a safe and proper manner in conformity with all federal, state and local laws and ordinances, pertaining thereto. Should the Product or any part thereof become unsafe, in a state of disrepair, or not be in good operating condition, Customer shall immediately notify Provider and shall cease all operation of the Product or any part thereof until the same has been examined by Provider. Provider shall have the right of free access to the Product which is in the possession of Customer for the purpose of inspection and examination of said Product. Provider shall have no responsibility, direction, or control over the manner of erection, maintenance, use or operation of Product by the Customer, unless specifically retained for such additional service(s). Customer acknowledges that Provider is not an agent of Customer for the purposes of any inspection.
- 6. <u>Limitation of Services</u>: Provider will not be under any obligation to make any overhauls, alterations, renewals or repairs except those incidental to the normal use and proper operation of the Product as originally intended. Likewise, Provider will not be required to either make safety tests or install new attachments or devices to the Product or alter the same other than as specified

on the Order Information Sheet (OIS). Provider's obligations to make any recommendations or issue any warnings will not exceed the extent that Provider has contracted to provide service.

- 7. <u>Communication Systems</u>: Proper maintenance and servicing of a communications system and its operating condition is the responsibility of Customer.
- 8. <u>Termination</u>: Either party may terminate this Agreement at any time following ninety (90) days written notice. Provider may, in addition, terminate this Agreement, following five (5) days' written notice in the event that any payment owed to Provider by Customer under this Agreement shall not have been made.
- 9. Indemnity and Hold Harmless: To the fullest extent permitted by law, the Customer agrees to indemnify and hold Provider harmless, against claims, losses, actions, suits, proceedings, costs, expenses, damages, and liabilities (including but not limited to negligence, tort and strict liability) and any and all costs and expenses in connection therewith, including attorneys' fees and costs, arising out of, or connected with the service, repair, inspection use, erection, and possession of the Product by Customer. The parties agree to give each other prompt written notice of any and all such claims.
- 10. Insurance: As further provided herein, Customer agrees to be the absolute insurer of the Product, without limitation for all casualty risks, fire, and theft. Customer shall maintain General Liability, or other similar insurance of not less than one million (\$1,000,000) dollars per occurrence, naming Provider as an additional insured, so as to protect Provider from claims which may arise out of or result from the operations, use, maintenance, ownership and/ or rental of the Product. Said coverage to include but not be limited to: (a) claims for damages because of bodily injury or death of any person; (b) claims for damages insured by personal injury liability coverage; (c) claims for damages there from; and (d) claims for damages due to Provider's status as an agent of Customer. The Insurance naming Provider as an additional insured shall be endorsed so that it is primary insurance and that any other insurance providing coverage to Provider is excess to the Insurance provided by Customer.
- 11. <u>Disclaimer of Warranty for Products Not Manufactured by Provider</u>: BY EXECUTING THIS AGREEMENT, PROVIDER HAS NOT MADE AND DOES NOT MAKE, TO CUSTOMER OR OTHERS GENERALLY, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR PRODUCT PROVIDED HEREIN, NOR WITH RESPECT TO THE SERVICE OR PRODUCT'S MANUFACTURE, DESIGN, CONDITION, DURABILITY, SUITABIL-ITY, FITNESS FOR USE, OR MERCHANABILITY, AND PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY PATENT OR LATENT DEFECTS THEREIN, OR ANY DAMAGES WHETHER ACTUAL, SPECIAL, CONSEQUENTIAL OR INCIDENTAL ARISING THEREFROM.
- 12. <u>Entire and Binding Agreement</u>: This Agreement shall constitute the entire agreement between the parties, and all prior representations whether written or verbal are merged herein. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto, provided that this Agreement shall not be assigned by either party without written consent of the other party.
- 13. <u>No Waiver</u>: No Employee or agent of the parties shall have authority to delete or waive any of the provisions of this Agreement.
- 14. Provider's standard Terms and Conditions are made a part hereof.