



ASTEC SERVICE DEPARTMENT REQUEST FOR PAID SERVICE

Paid Service Agreement

Terms

- A purchase order number is required before dispatch
- A minimum of 8 hours work will be charged per-visit
- Stand-By Rates apply if held over weekend while no work on jobsite
- All airfare, auto rentals, and all public transportation used will be at actual cost
- All meals, hotels, and auto rental fuel will be at actual cost or ASTEC's per diem rate
- We reserve the right to request payment in advance
- All invoices will be sent to you at the end of the month following completion of your project

Rates

Work Rates	Up to 8 hours, Monday -Friday	\$125.00/Hour
Work Rates	All work over 8 hours Monday – Friday All Saturday Work	\$187.50/Hour
Work Rates	All work on Sundays & Holidays	\$250.00/Hour
Travel Rates	Travel to/from jobsite Monday-Saturday	\$60.00/Hour
Travel Rates	Travel to/from jobsite Sundays & Holidays	\$90.00/Hour
Mileage	Travel to/from Chattanooga, Tennessee	.68/ per mile

Before completing and signing this form read the attached terms and conditions for services. Once we have received your returned form you are entering into a paid service agreement that is outlined in the guidelines and rates above and also the attached terms and conditions.

Date	Name & Title Requesting Technician (Print)
Company Name	Astec Job Number / Sales Order Number
Telephone Number	E-mail Address
Address	City, State, and ZIP
Purchase Order Number	Purchase Order Number Authorization (signature)
Work Should Be On	Trip Purpose

**Please complete this form and return via fax or e-mail:
 Daniel Francisco |Vice President of Service| Astec Inc.
 Direct Service Line: 423.867.3754 |Fax Line: 423-867-9761
 E-mail: dfrancisco@astecinc.com**

ASTECC, INC.
GENERAL TERMS AND CONDITIONS FOR SERVICES

GENERAL As used herein, "Seller" is Astec, Inc. and "Customer" is the person or entity identified as the customer or purchaser in Seller's order acknowledgement or quotation (the "Order"). "Services" are the services to be performed by Seller as identified in the Order.

PAYMENT In consideration of the provision of the Services by Seller, Customer shall pay the fees set forth in the Order. Customer shall make all payments in U.S. dollars. Customer shall reimburse Seller for all additional costs and expenses incurred in accordance with the performance of the Services, within thirty (30) days of receipt by Customer of any invoice from Seller accompanied by receipts and reasonable supporting documentation. Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer. If any amounts due are placed in the hands of any attorney for collection, Customer will pay all costs of collection, including without limitation, court costs and attorneys' fees.

CHANGES If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other party in writing. Seller shall, within a reasonable time after such request, provide a written estimate to Customer of (i) the likely time required to implement the change; (ii) any necessary variations to the fees and other charges for the Services arising from the change; and (iii) the likely effect of the change on the Services. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

PERFORMANCE Seller shall use reasonable efforts to meet any performance dates specified in the Order, but any such dates shall be estimates only. Seller's performance of the Services is subject to Customer's performance of the obligations identified in the Order as "Customer Responsibility," including without limitation obtaining or providing necessary approvals, information, licenses, and instructions on a timely basis. Seller shall not be responsible for any delay or failure to perform the Services due to causes beyond its control, including, but not limited to, accidents, casualty, strikes or other labor disputes, acts of God, delays in transportation, government regulations and shortages.

WARRANTY Seller warrants that all Services performed by it will be performed in a good and workmanlike manner in accordance with the terms and subject to the conditions set forth in the Order. This warranty will be in effect for a period of ninety (90) days from the completion of the applicable Services (the "Warranty Period"). If during the Warranty Period, Seller receives written notice from Customer of non-conforming Services, Seller will, as Customer's sole and exclusive remedy and Seller's entire liability for any breach of the foregoing warranty, at its sole option and expense, promptly re-perform any Services that fail to meet this limited warranty or refund to Customer the fees paid for the non-conforming Services. **THE FOREGOING WARRANTY IS THE EXCLUSIVE WARRANTY PROVIDED BY SELLER AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.**

UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE OR RESPONSIBLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR OTHER DAMAGES, EXPENSES, LOSSES OR DELAYS HOWSOEVER CAUSED, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, PERSONAL INJURY, DEATH AND PROPERTY DAMAGE, WHETHER BASED ON THEORIES OF NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, MISREPRESENTATION, STRICT LIABILITY OR ANY OTHER LEGAL THEORY. SELLER SHALL NOT BE SUBJECT TO ANY LIABILITY FOR ANY LOSSES, EXPENSES OR DAMAGES ARISING FROM ANY NEGLIGENCE BY IT OR ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN CONNECTION WITH THE PROVISION OF SERVICES. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SERVICES EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE PERFORMANCE OF THE SERVICES.

INDEMNITY Customer covenants and agrees that it will indemnify and hold harmless Seller, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, demands, damages, costs, expenses, judgments and awards, including without limitation court costs and reasonable attorneys' fees (collectively, "Claims"), including but not limited to any Claims by third parties, arising out of or caused by the acts or omissions of Customer, its directors, officers, employees, agents and/or subcontractors. This indemnity shall survive the execution, delivery and performance of the Order.

INTELLECTUAL PROPERTY All intellectual property rights, including copyrights, patents, trademarks, service marks, trade secrets, know-how and other confidential information and all other rights in and to all documents, work product and other materials that are delivered to Customer under the Order or prepared by Seller in the course of performing the Services shall be solely owned by Seller. Seller hereby grants Customer a license to use all such intellectual property rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Services.

RELATIONSHIP OF THE PARTIES The relationship of the parties is that of independent contractors. Nothing contained herein shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. The method and manner for performance of the Services by Seller shall be under its own control. The parties acknowledge that Seller is not performing the Services as a general contractor.

GOVERNING LAW These terms and conditions and all questions regarding the performance of the parties hereunder shall be governed by the laws of the State of Tennessee without regard to its choice of law rules. If any provision hereof is deemed or declared to be invalid or unenforceable, (i) the validity and enforceability of the remainder of these terms and conditions shall not be affected, (ii) such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law, and (iii) such provision shall be valid, enforceable and enforced in its modified form.

ENTIRE AGREEMENT No Order shall be binding until acknowledged in writing by Seller. These terms and conditions for services and the accompanying Order comprise the entire agreement between Seller and Customer, and supersede all prior or contemporaneous statements and communications. These terms and conditions prevail over any of Customer's terms and conditions for services, and Seller expressly rejects any and all other terms and conditions communicated in any way and at any time by Customer in connection with the Order. Fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and conditions and does not modify or amend these terms and conditions.

ARBITRATION Any dispute arising between the parties hereto shall be resolved by a single arbitrator in Hamilton County, Tennessee in accordance with the Commercial Financial Disputes Arbitration Rules of American Arbitration Association. The award of the arbitrator shall be final and binding on the parties. Judgment upon the award rendered by the arbitrator may be entered in any court located in Hamilton County, Tennessee or any court having jurisdiction thereof pursuant to applicable law. However, nothing in this paragraph shall limit the right of a party to seek equitable relief available to it under applicable law, including injunctive relief. **THE PARTIES FURTHER KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF THE DISPUTE.**