



**Warranties & Technical Support Program
Effective January 1, 2021**

1) Warranty - Terms & Conditions

- a) **Warranties Provided:** TraC-n-trol provides warranties to include the correction of non-functional software, non-performing equipment, and adjustments for optimizing software/hardware integration to meet design specifications.
- b) **Warranty Period:**
 - i) **Standard Project Warranty** – TraC-n-trol provides warranties for materials and workmanship for a period of one year from the date of substantial completion as approved/accepted by Owner unless otherwise provided herein (See Special Provisions). Substantial completion shall be defined as system functional status under the design specification to meet operating objectives. Effective date of warranties shall be the date of the invoice for contract work substantially completed. The Owner shall validate and initiate the warranty by payment of the final invoice.
 - ii) **Special Provisions** – Notwithstanding the terms of this standard warranty or limited lifetime warranty, the following exceptions are made according to an agreement between the parties and in accordance to the following special provisions: None
 - iii) **Limited Lifetime Warranty** – TraC-n-trol provides an unconditional assurance of satisfactory performance based upon the design functions and specifications. If at any time during or after the warranty period, the Owner discovers an oversight or omission of work based on the contractual standards and system specifications, TraC-n-trol, Inc. will remedy the oversight by completion of the work omitted as an extended warranty item, provided however, that TraC-n-trol, Inc. has maintained custody of the system as the sole provider of warranty and non-warranty technical support service.
- c) **Exclusions:** TraC-n-trol warranty exclusions include damages due to improper operation or shelter; service, repair or modification by others than TraC-n-trol representatives; loss of components; abuse, accident, or neglect; force majeure, such as lightning or animal/insect infestation, etc.; usage other than as recommended or as specified for installation and operation; or reformatting software or hardware to meet customer preferences, except however, that software formatting shall be provided to meet customer preferences during the installation/integration phase of the project or adjusted within the capabilities of the software design and within the scope of the contract terms during the first 90 days following acceptance of the system by the owner.
- d) **Replacement:** TraC-n-trol system parts and products may be repaired or replaced with a part or product of equal dollar value at the discretion of TraC-n-trol. TraC-n-trol's responsibility under these warranties is to correct by repair, or replacement, at the option of TraC-n-trol, any such defect, disclosed on examination by TraC-n-trol or its authorized agent, which developed under normal use. Replaced or repaired equipment shall be guaranteed for the balance of the contract warranty period.
- e) **Revocation:** TraC-n-trol reserves the right to revoke or suspend a warranty, based on serious breach of warranty terms, such as non-payment of fees for services; improper use of equipment, service or modification performed by others than TraC-n-trol or its representatives; abuse, accident, or neglect; or usage other than as recommended, specified, and installed by TraC-n-trol.
- f) **Design Changes:** TraC-n-trol reserves the right to make design changes, additions to, and improvements upon any of its products and services, and has no obligation to make any upgrade changes, additions, or improvements on any products or services previously provided.
- g) **Statement of Non-proprietary Control and Equipment:** TraC~n~trol integrated hardware and software are certified and warranted to be manufactured and widely distributed to be free from proprietary control of the vendor. All hardware and software equipment is covered under this certification. A list of component vendors and contacts may be provided upon request. This Compliance Statement is made a part of the TraC~n~trol Proposal Agreement and the Warranty and Technical Support Schedule, and is subject to the terms, conditions, and limitations set forth therein.

2) Technical Support Program

- a) **Scope:** Technical support is provided to ensure satisfactory performance of TraC-n-trol equipment for the life of the system. TraC-n-trol is committed to its customers, regardless of status of the project, and pledges its best effort to insure continued performance of its systems and shall be responsive to each emergency based on its merits within 24 hours.
- b) **Services:** TraC-n-trol provides technical support services for its installations according to the following schedules:
 - i) **Warranty Period** - One full year from date of acceptance by owner. During period, TraC-n-trol shall address conditions qualified as warranty items without additional charge. Services include labor, materials, and on and off-site work.
 - ii) **Non-warranty Period** - Upon expiration of the one-year warranty period, all services provided in support or repair of TraC-n-trol system shall be charged according to the following fee schedule. All equipment repaired or replaced under this schedule shall be warranted for labor and materials for a period not to exceed 90 days from the date of repair or replacement. The 90-day warranty excludes labor and travel expenses, unless however, the failure is related to the labor component, not the materials and parts.
 - iii) **Off-site Technical Support** – TraC~n~trol shall provide unlimited off-site support via telephone or internet communications (as applicable) to assist Owner in the troubleshooting and resolving of their problems. There is no charge for this service, assuming the following conditions:
 - (1) The Owner and TraC-n-trol, Inc. maintain an exclusive service and project relationship in support of the Owner’s SCADA system.
 - (2) Off-site support can achieve a practical solution within 30 minutes, after which standard labor rates will apply.
 - (3) The off-site support is not related to new tasks, system modifications, or upgrades.
 - iv) **Contact** - All emergency personnel are available 8 am – 5 pm Monday through Friday via toll-free telephone number at 888-930-5721 x 16 (Ryan Wood). Emergency personnel may be reached via cell phone or email after hours and weekends. See contact information, below.

3) Non-Warranty Fee Schedule - Service Fees per Incident

- a) **Term:** For each service incident requested by responsible official, there is a two-hour minimum for each service call.
- b) **Services Provided:** Emergency or maintenance response, at owner’s request, by means necessary to repair or maintain system, at a minimum, to original specifications.
- c) **Exclusions:**
 - i) Equipment repair or replacement costs.
 - ii) Mileage portal to portal.
 - iii) System expansion to include additional plants, sites, or facilities.
 - iv) System up-grades due to improving technology or software.
- d) **On-site Standard Service Support Fees for work during the normal 8 am to 5 pm workday:**

Billable Item(s)	Service Call Rates
Principal - Chief Technical Officer	\$135/Hour
Project Manager (on-site activities)	\$150/Hour
SCADA Tech 2 - Integrator/Programmer	\$125/Hour
SCADA Tech 1 – Integrator/Service Technician	\$115/Hour
SCADA Service Technician	\$110/Hour
Service - Two Man Crew	\$200.00/Hour
Service - Three Man Crew	\$300.00/Hour
Electrician - Master	\$100/Hour
Electrician - Journeyman	\$85/Hour
Apprentice/Helper	\$60/Hour
Mileage	\$0.80/Mile

Materials & Equipment - Standardized retail pricing for materials used in service calls shall be added to each invoice.

Labor - Labor rates for scheduled service calls shall apply to time of departure to the work site and all on and off-site activities related to the service call. Labor rates end at time of departure.

Emergency Surcharge and Service Terms - Emergency service call labor rates apply to return to home base or dead-head runs for emergencies back to previous work site. Each hour of service shall include an overtime or after-hours surcharge.

Mileage - Cost per mile from technician's response position to site plus all on and off-site activities related to the service call. Mileage rates may be adjusted from time to time to accommodate vehicle and transportation costs. Mileage rates apply to return to home base or dead-head runs for emergencies back to previous work site.

Per Diem – Included in hourly rates

e) Emergency Service Fees:

- i) Emergency Service Calls shall be defined as response to a service emergency for calls initiated by the customer for work required outside normal business hours, portal to portal, including:
 - (1) Hours worked before 8 am or after 5 pm;**
 - (2) Hours worked during weekends, holidays (Holidays include: New Year's Eve, New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve and Christmas Day); or**
 - (3) Hours worked during other non-scheduled employee work periods including scheduled paid time off (PTO).****
- ii) Starting early or working late on scheduled service calls will not constitute emergency service during normal workdays. Emergency service fees apply only for unscheduled or emergency service, or during non-scheduled workdays.**
- iii) For each hour in service for emergency service calls, as defined above, a \$40 per hour surcharge will be assessed in addition to the standard hourly rates.**
- iv) Emergency service fees shall also include off-site support for time over 30 minutes by the service technician or office service/engineering personnel.**

f) Engineering Service Fees:

Engineering Services - Billable Item(s)	Service Call Rates
Principal – Chief of Engineering Services (PE)	\$175/Hour
Manager – Engineering Services Division/Designer	\$160/Hour
Software Engineer – Programming/Project Development	\$150/Hour
Drafting – Project drawings	\$40/Hour
Project Engineering – Engineering services for SCADA project design and related services – percentage or flat rate.	Quoted per Project

- g) Engineering/Design Support – TraC-n-trol shall provide project engineering and design support for new projects to assist Customers/Owners in the SCADA integration of new facilities into its existing SCADA system. There is no separate engineering fee for this service, assuming the following conditions:
 - i) The Owner and TraC-n-trol maintain an exclusive service and project relationship in support of the Owner's SCADA system.**
 - ii) Design support costs are recoverable as a part of the designed project.**
 - iii) The design support may include consultation with Owner's engineer.**
 - iv) Engineering service fees apply to all other conditions.****
- h) Engineering Assessment Services – In order for TraC-n-trol, Inc. to assume the service and support of a new customer, a preliminary engineering assessment or reverse engineering project may be required that allows for TraC-n-trol, Inc. to gain the knowledge of the Owner's system, SCADA elements, and facilities that will allow for efficient, economic, and effective service and support. Such an assessment shall be independently quoted as an Engineering Services Agreement.**

- i) **Project Fees – Existing customers with written or implied support contracts will be provided quotations for services for inclusion in system upgrade or expansion projects. Scope of work and pricing may be provided, at the direction of the customer, as a project allowance or as a price quoted to bidding general contractors on the projects.**

Payment Terms:

- i) **Per agreement, or Net 30 days from date of invoice.**
 - ii) **Payments received after 30 days from date of invoice shall be subject to a 1 ½ percent late charge based on current balance, including prior late fees.**
 - iii) **Limitations - Rates shall be applied under prevailing fee schedules in effect at the time work is completed and shall not be limited to requirements for prior notice to the customer.**
- j) **Routine and Emergency Contact Procedures:**
- i) **Routine – Contact the Georgetown Central Office -512-930-5721 x 16 (Ryan Wood) or other contact listed below in Central Office.**
 - ii) **Emergency – After hours, weekends, holidays – contact the primary emergency contact, or any of the service technicians listed under the Regional Offices or Roaming Service Technicians.**
- k) **Contacts for Technical Support:**
- i) **Central Office - Georgetown, TX**
 - (1) **Ryan Wood – Warranty and General Service Manager**
Phone: 512-930-5721; Cell phone: 512-887-0464; Email: rwood@tracntrol.com
 - (2) **Jacob Jennings – Project Engineer/On-line, Off-site Telephone Support**
Cell phone: 512-868-7353; Email: jjennings@tracntrol.com
 - (3) **Steve Brown, Executive Vice President, Project Manager**
Cell phone: 512-423-2530; Email: sbrown@tracntrol.com
 - ii) **East/Central Texas Service Facility - Rockdale, TX**
 - (1) **John Collier - Chief of Technical Operations, Senior Programmer - Emergency Contact**
Cell phone: 512-656-6781; Email: jcollier@tracntrol.com
 - (2) **Brian Wallis - System Construction, Integration, Programming Technician - Emergency Contact**
Cell phone: 512-656-4715; Email: bwallis@tracntrol.com
 - iii) **North & West Texas Service Facilities – Farmersville**
 - (1) **Jason Bench - System Construction, Integration, Programming Technician – Emergency Contact** Cell phone: 512-415-7667; Email jbench@tracntrol.com
 - (2) **Sky Davis – Systems Integrator Technician**
Emergency Contact Cell phone: 512-512-966-8243; Email sdavis@tracntrol.com
 - iv) **South Texas Service Facility – Corpus Christi & Rio Grande Valley**
 - (1) **Joe Chapa: 512-942-9565; Email: jchapa@tracntrol.com**
 - v) **Roaming Service Technicians – Service from Georgetown Office**
 - (1) **John Brown – Service Technician – Emergency Contact**
Cell phone: 512-818-7733; Email: jbrown@tracntrol.com
 - (2) **Ralph Folkes: 512-818-6460; Email: rfolkes@tracntrol.com**
 - (3) **Lloyd Heller: 737-444-1021; Email: lheller@tracntrol.com**
 - (4) **Other technicians/system integrators, as needed.**