

MUELLER ACCU-THERM

PLATE HEAT EXCHANGER SPECIFICATION SHEET

PMC Spec. No. 238610-02.01
 Ref No. HX T3 & T4

Sales Manager
 Date Wednesday, July 29, 2025

<u>Design Data</u>	<u>Hot Side</u>	<u>Cold Side</u>	
Heat Transfer Media	Water	Water	
Volume Flow Rate	400.0	400.0	GPM
Mass Flow Rate	195655.8	195847.8	LB/HR
Inlet Temperature	180.0	138.0	°F
Outlet Temperature	140.0	178.0	°F
Density	8.16	8.16	LB/GAL
Specific Heat	1.001	1.001	BTU/LB F
Viscosity	0.40	0.41	CPS
Thermal Conductivity	0.382	0.382	BTU/FT H F
Pressure Drop	1.0	1.0	PSI
Operating Pressure	50.0	50.0	PSI G
Heat Transfer Rate	783407		BTU/H
Log Mean Temperature Difference	2.0		°F
Heat Transfer Area (All Frames)	3623		FT2

<u>Mechanical Description</u>		
<u>Frame</u>		
Type	ICB-250 Carbon Steel	
Design Code	ASME Section VIII, Div. 1 U	
Design Pressure	250 PSI G	
Design Temp. Max/Min	190 °F / 0°F	
Test Pressure	325 PSI G	
Number of Systems	2	
Frames In Parallel/Series/Total	1/ 1/ 1	
Spare Frames(Total)		
Total Number Frames	2	
A-Dim. Min./Max.	31.53/ 35.18 Inch	
Overall Length	80.14 Inch	
Overall Width	30.75 Inch	
Overall Height	84.78 Inch	
Weight Operating/Empty	9433/ 7189 LB	

<u>Plate</u>		
Type	AT85M H	
Plate Material	0.50 MM 304 S/S SA-240	
Plates/Frame	376	
Passes-H/C	1/1	
Channels-H/C	188/187	
Gasket Material	NBR	
<u>Connections</u>		<u>Location</u>
Hot In	8.00 Inch 316 S/S Studded -	1F
Hot Out	8.00 Inch 316 S/S Studded -	4F
Cold In	8.00 Inch 316 S/S Studded -	3F
Cold Out	8.00 Inch 316 S/S Studded -	2F

Notes:
 Includes insulated aluminum shroud
 Aluminum shroud included
 The purchaser of the equipment bears total responsibility for suitability of use of all materials in this application.
 We may have assumed some design values. If they differ from your requirements, a new design may be necessary.

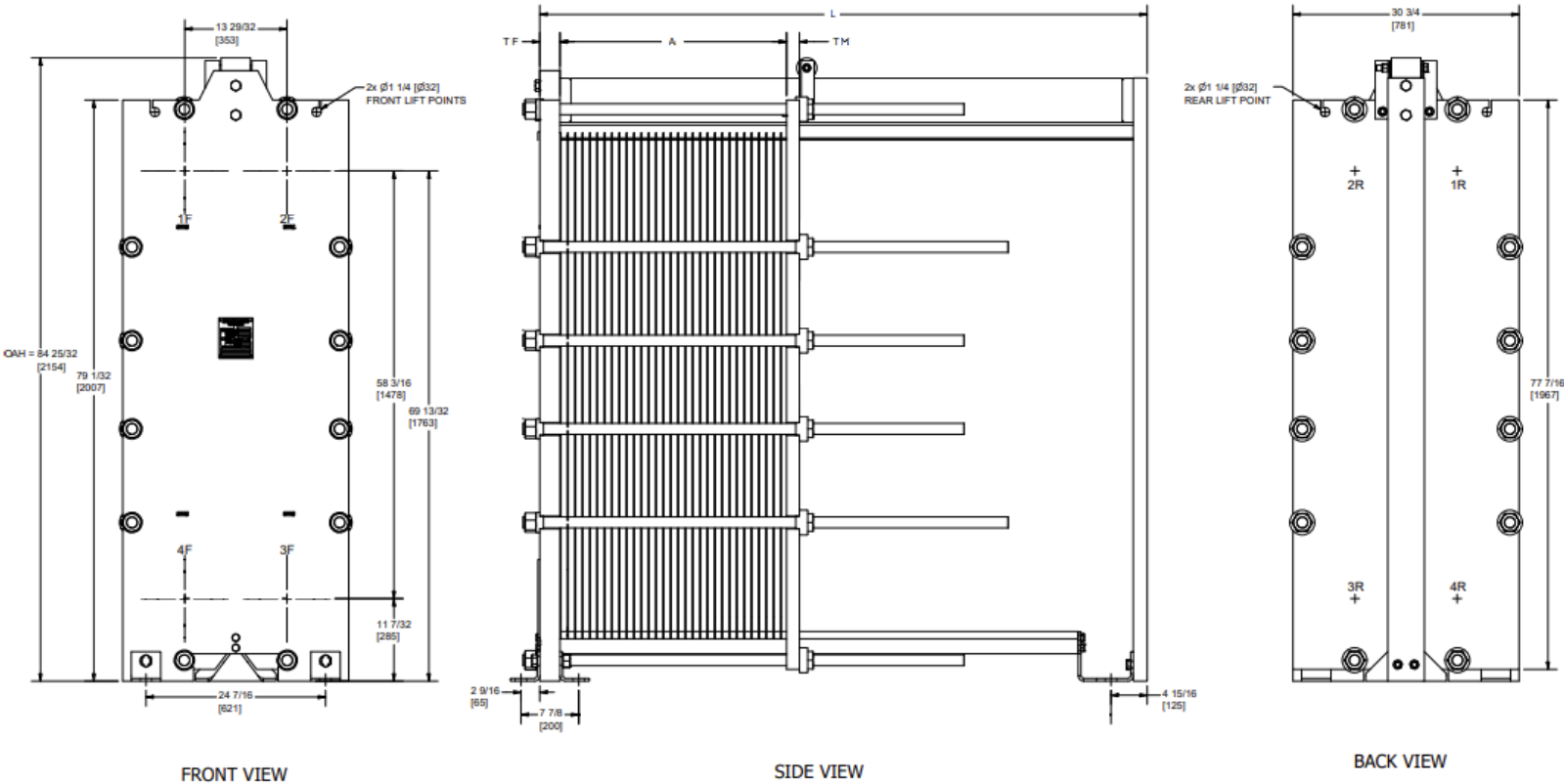
V13.0.0.0



ACCU-THERM FRAME DRAWING

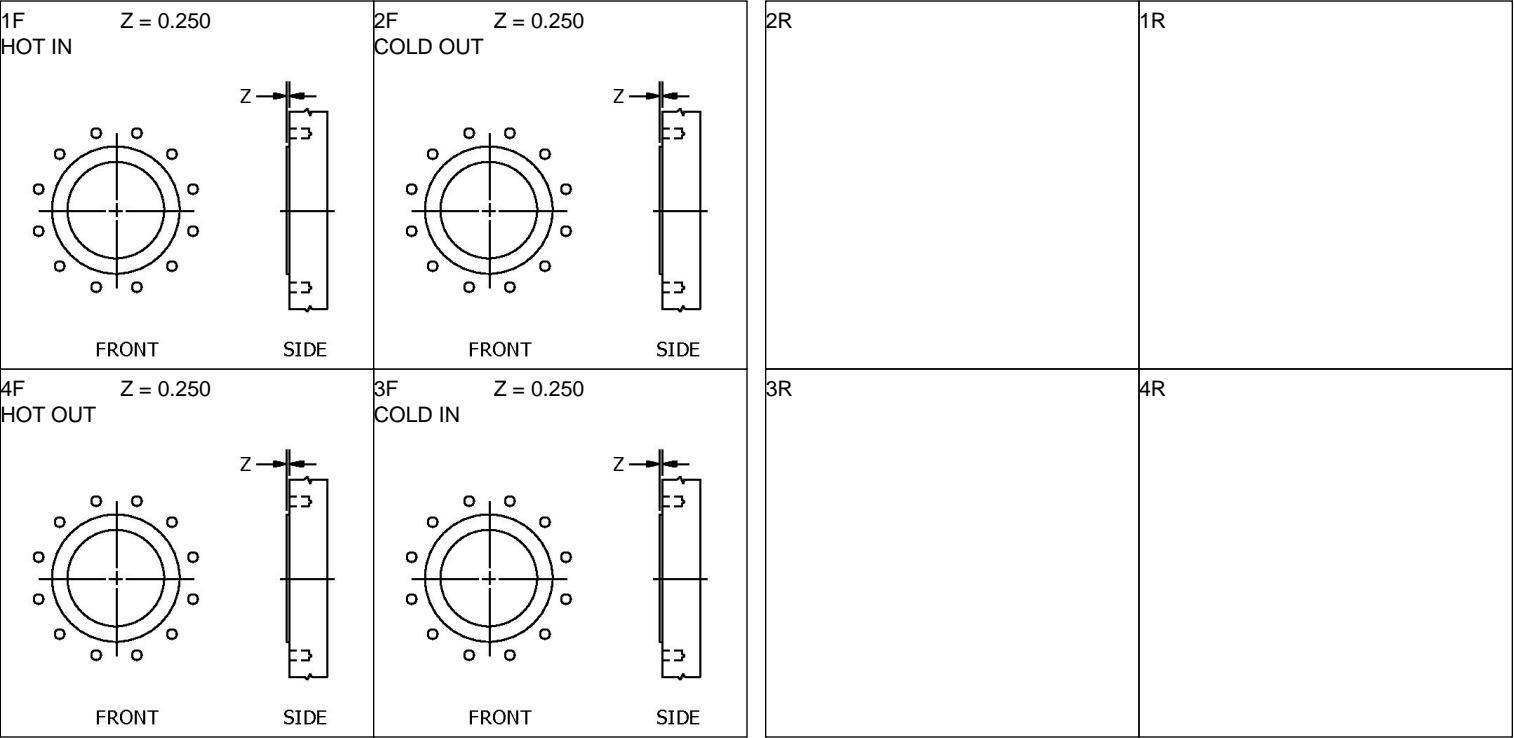
CUSTOMER: Hard Rock Hotel And Casino
LOCATION: ,
TYPE: ACCU-THERM 85M H / ICLB-300

DATE: 07/29/2025
INQUIRY NUMBER: 238610-02.01
SERIAL NO.:



PACK LENGTH MAX (A): 35.18 Inch
FIXED THICKNESS (TF): 3.25 Inch

OVERALL LENGTH (L): 80.14 Inch
MOVABLE THICKNESS (TM): 2.25 Inch





ACCU-THERM FLOW DIAGRAM

CUSTOMER: Hard Rock Hotel And Casino
LOCATION: ,
TYPE: ACCU-THERM 85M H / ICLB-300

DATE: 07/29/2025
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SERIAL NO.:

	HOT	COLD	
MEDIUM:	Water	Water	
FLOW:	400.0	400.0	GPM
TEMPERATURE IN:	180.0	138.0	°F
TEMPERATURE OUT:	140.0	178.0	°F
PRESSURE DROP:	1.0	1.00	PSI
FLOW PATH:	1 X 188	1 X 187	

DESIGN PRESS: 240 PSI G
TEST PRESS: 312 PSI G
DESIGN TEMP: 190°F
MDMT: 0°F

PLATE MATERIAL: 0.50 MM 304 S/S SA-240
GASKET MATERIAL: NBR
BOLT MATERIAL: SA-193 GR B7 (CS)
PACK LENGTH MAX (A): 35.18 Inch
PACK LENGTH MIN: 31.53 Inch
OVERALL LENGTH (L): 80.14 Inch
EMPTY WEIGHT: 7,189 LB
OPERATING WEIGHT: 9,433 LB
SHROUD MATERIAL: ALUMINUM
FIXED MATERIAL: SA-516 GR 70 NORMALIZED
MOVABLE MATERIAL: SA-516 GR 70 NORMALIZED

CONNECTIONS	TYPE	MATERIAL	SIZE	POSITION
HOT IN	STUDDED - CLAD LINED	316 S/S	8.00	1F
HOT OUT	STUDDED - CLAD LINED	316 S/S	8.00	4F
COLD IN	STUDDED - CLAD LINED	316 S/S	8.00	3F
COLD OUT	STUDDED - CLAD LINED	316 S/S	8.00	2F

UNIT IS DESIGNED AND FABRICATED PER ASME SECTION VIII, DIV. 1 WITH U MARKING

1. GOODS AND SERVICES. The goods shall be sold and/or services performed by Seller (collectively referred to herein as the "Work") in accordance with the terms and conditions on the face hereof and the following terms and conditions (collectively "Seller's Terms and Conditions"), which shall constitute the entire Agreement of the parties with respect to the Work. Standard goods are updated by Seller from time to time, and it is Purchaser's responsibility to confirm that the updated goods are satisfactory for Purchaser's intended use.

2. ACCEPTANCE. This offer is conditioned upon Purchaser's acceptance of Seller's Terms and Conditions. Seller hereby expressly rejects any and all terms in any purchase order or other order document of Purchaser which are in addition to, different from, or inconsistent with, (collectively the "Rejected Terms"), Seller's Terms and Conditions. Any purchase order or other order document issued by Purchaser shall, whether or not it contains terms and conditions that are in addition to, different from, or inconsistent with Seller's Terms and Conditions, and whether or not signed by Seller, be deemed to be Purchaser's acceptance of all of Seller's Terms and Conditions contained in this offer without amendment, and such Rejected Terms shall not be included in the Agreement of the parties, unless agreed to in a written instrument signed by Seller that specifically references that Seller's Terms and Conditions are being amended. Any provision in any purchase order or other order document of Purchaser that purports to reject Seller's Terms and Conditions shall not be binding on Seller. This offer may be withdrawn at any time prior to receiving Purchaser's acceptance meeting all of the requirements for acceptance provided in this Section 2 and Section 3 below, and this offer shall expire automatically if not accepted within thirty (30) days from the date on the face hereof.

3. CREDIT APPROVAL. Payment must be made in full prior to the Seller's commencement of any Work unless alternative payment arrangements are included within this offer, and Purchaser's acceptance of this offer as provided in Section 2 above is subject to approval of Purchaser's credit worthiness by Seller's Credit Department within thirty (30) days of Purchaser's acceptance. The evaluation of creditworthiness may include, but not be limited to, a review of Seller's records of Purchaser's payment history. In the event that Seller's Credit Department does not approve Purchaser's credit worthiness within the thirty (30) day period Purchaser's acceptance shall be conclusively deemed rejected by Seller and no agreement of the parties shall be deemed to exist for any purposes. For alternative payment terms, Seller may require Purchaser to execute Seller's form of security agreement and post other security.

4. PAYMENT. Purchaser shall make payments in accordance with this Agreement, or as otherwise approved by Seller's Credit Department. If Seller delays performance or release of the Work as requested by Purchaser for a period in excess of ten (10) days, or under paragraph 6 hereof ("Purchaser's Delay Request"), Purchaser shall pay the full purchase price (or the final installment) within thirty (30) days after Purchaser's Delay Request and shall pay a reasonable storage charge, and for on site work, a reasonable charge for the protection of the Work, and reasonable charges for Seller's de-mobilization and remobilization as determined by Seller. Any balance not paid when due shall draw interest at the rate of 1.5% per month (18% A.P.R.) on the average daily balance until paid or the highest rate allowed by applicable law, whichever is less. Notwithstanding anything to the contrary in paragraph 15 hereof, the parties agree that either party may bring a suit against the other when the amount in controversy in the initial claim or in any counterclaim in the suit is \$75,000.00 or less, exclusive of interest and costs, and the prevailing party in such suit shall be entitled to recover from the other party damages not exceeding \$75,000.00 plus interest, and each party shall bear its own attorney's fees, litigation expenses, and costs incurred in the litigation. All payments shall be made in currency of the United States.

5. SPECIFICATIONS. If Seller submits any drawings or other specifications to Purchaser for approval, and Purchaser does not approve or disapprove of them within the time specified by Seller, Seller shall have the right to perform the Work at a later date and charge a higher purchase price, as reasonably necessitated by Purchaser's delay.

6. SHIPMENT AND COMPLETION. So long as Purchaser is not in default, Seller shall ship the Work upon completion, except that, subject to paragraph 4 hereof, Seller shall delay shipment as requested by Purchaser in writing. Since the Work is to be manufactured to special order, the completion date designated on the face hereof is estimated and not guaranteed; Seller may ship or complete the Work within a reasonable period either before or after the designated completion date. Unless otherwise provided on the face hereof, Seller may ship the Work by any mode, and in full or partial shipments. Seller shall not be liable for any failure or delay to complete the Work due to Purchaser's delay in making payments, causes beyond Seller's control, including without limitation, acts of God, wars, adverse weather conditions, terrorism, sabotage, casualties, accidents, labor disputes or shortages, governmental laws, ordinances, rules or regulations (such as priorities, requisitions, allocations and price adjustment restrictions), or an inability to obtain material, equipment or transportation (collectively "Permitted Delays"). Seller agrees that it will resume performance of the Work within a reasonable period after the cessation of the Permitted Delay.

7. TITLE, RISK OF LOSS. Unless otherwise provided on the face hereof, Work requiring shipment shall be shipped EXW Seller's plant: (a) and all risks of loss with respect to the Work shall transfer to the Purchaser after it has been placed in the possession of a carrier, which carrier may include Mueller Transportation, Inc.; and (b) legal title shall pass to Purchaser on Seller's receipt of payment in full. For Work performed on Purchaser's site or the end user's site: (c) Purchaser shall maintain or cause the end user to maintain Builder's Risk Insurance in the full value of the project of which the Work is a part, with Seller and its subcontractors named as additional insureds, and providing "All Risks" coverage for damage to the Work; (d) in the absence of Builder's Risk Insurance, or in the absence of coverage for the damage to the Work under said policy, Purchaser shall bear all risk of loss to the Work except for physical damage to the Work caused by the active negligence or willful misconduct of Seller or its subcontractors; and (e) title shall to the Work shall pass upon substantial completion of the Work subject to final payment by Purchaser.

8. INSPECTION AND CLEANING. Unless otherwise provided on the face hereof, Seller's obligation is to provide completed Work in broom-clean condition. For Work that is shipped, immediately upon receipt it is the Purchaser's responsibility to carefully inspect and properly remove road film, abrasives, chemicals, dust, or other residues from all surfaces that may have been deposited during the manufacture or shipment of the Work. Use or storage of the Work without properly removing residues may result in rust or corrosion. Failure to promptly and properly remove adhesive film from any protective sheeting and other wrappers may cause difficulty in removing these materials and leave residues. The Purchaser assumes total responsibility for any damage to the Work resulting from the failure to promptly and properly remove residues, wrappers and adhesive film.

Purchaser shall inspect the Work at the time and place of delivery for Work that is shipped, and upon substantial completion for Work performed on site, and Purchaser agrees that such occasion shall constitute a reasonable opportunity for its full inspection. The parties agree that Purchaser's failure to reject the Work within three (3) business days shall constitute acceptance of the Work. After Purchaser inspects and accepts the Work, Purchaser shall, except as provided in paragraph 10 hereof, be deemed to have acknowledged that the Work complies with all specifications, representations and warranties of Seller, and to have waived any claim or cause of action against Seller with respect to the Work. Purchaser is encouraged to inspect the Work during Seller's performance at Seller's plant and on site for Work performed on site, and to witness testing of the Work. For Work that is performed in whole or in part at Seller's plant, and if return of the Work is impractical, Purchaser may be required to inspect the Work at Seller's plant prior to shipment, which shall be deemed to be a reasonable opportunity to inspect and, upon satisfactory completion, shall constitute Purchaser's acceptance of the Work. If Purchaser rightfully rejects the Work, Seller shall have the same rights to cure as provided in Section 10 for correction of warranty matters.

9. TAXES AND DUTIES. In addition to the purchase price, Purchaser shall pay all sales, use and excise taxes, tariffs, duties and other charges imposed by any country, state, locality or other political subdivision in connection with the sale or performance of the Work. For tax purposes, title to the Work shall pass from Seller to Purchaser upon being loaded for shipment, whether by common carrier, or Purchaser's own trucks, or otherwise, or upon substantial completion for Work performed on site.

10. WARRANTIES. Except as specific terms of this warranty are modified on the face hereof, or in a written agreement between Seller and Purchaser, Seller warrants to the original Purchaser, that Seller's Work shall be new, and shall be free of defects in material and workmanship. If the Work does not conform to this warranty within one (1) year from the date of original shipment, (or one (1) year from the date of completion if shipment is delayed by Purchaser; the date of substantial completion for Work performed on site; or from the earlier date of Purchaser's or others use of the Work, as applicable in each case), Seller, at its election and expense, shall repair, replace, grant

allowances for the repair or replacement of the defective Work, or refund the purchase price applicable to the defective portion of the Work, as provided below, but only after receiving written notification of any defects during the applicable warranty period, and substantiation that the Work has been: stored, installed, maintained and operated in accordance with Seller's recommendations and standard industry practice; not subjected to accident, alteration, abuse, misuse, temperatures, pressures, thermal performance, flow rates, media, start up, or vacuum conditions different from, or beyond the original specifications; and not subjected to improper service, disassembly, or assembly by the Purchaser. Seller is not liable for normal wear and tear, fouling or plugging, or items that are normally consumed in operation such as gaskets and o-rings. THIS WARRANTY IS EXCLUSIVE, AND IN LIEU OF ANY IMPLIED WARRANTY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED, EXCEPT THE WARRANTY OF TITLE AND AGAINST PATENT INFRINGEMENT FOR WORK OF SELLER'S DESIGN.

THIS WARRANTY DOES NOT EXTEND TO PRODUCTS NOT OF SELLER'S MANUFACTURE. AS TO SUCH PRODUCTS, SELLER CONVEYS TO PURCHASER THE WARRANTY, IF ANY, OF SELLER'S SUBCONTRACTORS AND SUPPLIERS, TO THE EXTENT TRANSFERABLE WITHOUT ADDITIONAL COST TO SELLER. THIS WARRANTY DOES NOT EXTEND TO MATERIALS PROVIDED BY PURCHASER.

Purchaser shall not return Work claimed to be defective except at the direction of Seller. If Purchaser is directed to return the Work all charges for transporting such Work to Seller shall be prepaid by Purchaser, and Seller shall return such Work to Purchaser freight collect. Purchaser is responsible for all expenses of customs and duties. Permitted returns must be accompanied by a "Certificate of Use and Cleanliness" (available upon request) and a Material Safety Data Sheet similar to OSHA Form 20 for each applicable material used in the Work. If Seller determines that the Work is defective, Seller may at its option elect to: (i) repair the Work at Seller's facility, using independent contractors or Seller's own personnel, (ii) repair or replace the Work at Purchaser's facility, using independent contractors or Seller's own personnel, (iii) grant a reasonable allowance for repairs, but not exceeding the amount of the direct labor costs at the rates Seller would have paid for its own employees, (iv) grant a reasonable allowance for the replacement of the defective portion of the Work, but not exceeding the purchase price applicable to such portion, or (v) refund the purchase price applicable to the defective portion of the Work. When warranty work is performed at Purchaser's facility, Purchaser, without charge, shall fully cooperate with, and make the Work and its facilities available when the warranty work is scheduled, and shall provide all necessary utilities.

ORAL STATEMENTS BY SELLER'S EMPLOYEES OR REPRESENTATIVES DO NOT CONSTITUTE WARRANTIES, shall not be relied upon by Purchaser, and are not part of the Agreement between the parties. NO OTHER WARRANTIES are given beyond those set forth in this Agreement.

11. LIMITATION OF LIABILITY. Purchaser's exclusive remedy for claims arising out of or related to the Work shall be for damages. Seller shall not under any circumstances be liable for special, indirect, incidental, punitive, exemplary, multiple, or consequential damages, such as, but not limited to, loss of profits or revenue, costs of capital, plant shutdowns, claims by Purchaser's customer, or damage or loss to other property or equipment. The remedies of the Purchaser, and any other party, arising out of or related to the Work, set forth herein are exclusive, and the liability of Seller with respect to the Work, or anything done in connection therewith, or from the manufacture, sale, delivery, resale, installation, construction, performance, or use of any of the Seller's Work, whether based on theories of contract, negligence, strict liability, tort, laws or regulations, warranty, or otherwise, shall not exceed the price of the specific portion of the Work upon which the liability is based.

Seller is not responsible for corrosion or suitability of use for any material in any particular application. The corrosion resistance and suitability of use for a material is dependent on operating environment, conditions, cleaning practices, and many other factors beyond the control of Seller. The Purchaser/User of Seller's Work bears total responsibility for corrosion or suitability for use of all materials in their particular application.

12. CANCELLATION. Purchaser shall not have any right to cancel this Agreement without Seller's prior written consent, and without paying Seller a cancellation charge equal to total price of the Work less the estimated direct labor and materials not expended less the salvage value of materials already purchased.

13. REMEDIES. If Purchaser fails to make required payments in a timely manner, or breaches any of the other terms or conditions hereof or any other agreement with Seller, Seller may at its option suspend its performance of the Work and charge Purchaser reasonable charges for storage or protection of the Work, reasonable charges for the costs incurred in stopping and restarting the Work including de-mobilization and re-mobilization, or Seller may terminate this Agreement and withhold further shipments or performance on this or any other order. The Seller's remedies provided herein shall be cumulative and in addition to any other remedies allowed by law or in equity. The failure of Seller to exercise any remedy shall not constitute a waiver of the right to exercise that, or any other remedy; and no waiver of any breach of any provision herein shall operate as a waiver of any other breach of the same or any other provision.

14. APPLICABLE LAW. Except as otherwise provided herein: this Agreement shall be governed by the internal laws of the State of Missouri, without reference to its choice of law provisions; Seller and Purchaser hereby consent to personal jurisdiction of the state and federal courts located in Springfield, Missouri; hereby consent to the exclusive venue of any suit in such courts; hereby WAIVE THE RIGHT TO TRIAL BY JURY in any suit; and in each case where the claims in the suit relate in whole or in part to this Agreement or the Work, and whether based on theories of contract, negligence, strict liability, tort, laws or regulations, warranty, or otherwise.

15. ARBITRATION. Any dispute, controversy or claim arising out of or relating to this Agreement or the Work, whether based on theories of contract, negligence, strict liability, tort, laws or regulations, warranty, or otherwise, (including, but not limited to, any dispute relating to the existence, interpretation, breach, or termination of this Agreement, or the agreement of the parties to arbitrate disputes), where the amount in controversy in the initial claim or in any counterclaim exceeds \$75,000.00, exclusive of interest and costs, that cannot be resolved by the parties involved, within ninety (90) days of notification by either party of the dispute, shall be resolved by binding arbitration administered by and in accordance with the Commercial Arbitration Rules of the American Arbitration Association or such other arbitral body mutually agreed to by the parties. The award of the arbitrator(s) may be entered by any court having jurisdiction thereof. The costs of the arbitration shall be shared equally by the parties, and each party shall bear its own attorney fees and expenses, provided that where a party asserting a claim in excess of \$75,000.00 is awarded less than the sum or value of \$75,000.00 computed without regard to any setoff, claim, or counterclaim of the other party, the party so failing to recover, shall bear all the fees of the arbitrator(s) and the arbitration service conducting the arbitration. Any arbitration hearing shall be conducted exclusively in Springfield, Missouri. Purchaser and Seller agree that the agreement to arbitrate disputes shall not preclude Seller from exercising lien rights available under the laws of any state where the Work is located or performed, including filing any suit to enforce its lien rights, provided that when the amount in controversy in the initial claim or in any counterclaim exceeds \$75,000.00, exclusive of interest and costs, the suit shall be stayed, and the Seller's claims for payment and the Purchaser's defenses to payments and counterclaims shall be determined by arbitration.

16. MISCELLANEOUS. This Agreement is intended by the parties as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used herein, and no modification shall be binding on Seller unless made in a writing signed by Seller. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by separate consideration and is in a writing signed by Seller. Purchaser shall not assign its rights or delegate its duties under this Agreement. Facsimile and email signatures of the parties transmitted electronically, and which clearly indicate a party's intent to sign an agreement, shall constitute original signatures for all purposes. The invalidity of any portion of this Agreement shall not affect the validity of any remaining portions thereof. Nothing contained herein shall be construed as creating any relationship between the parties other than as independent contractors.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

ACCU-THERM® PLATE HEAT EXCHANGER

GENERAL PROVISIONS

Paul Mueller Company (*hereinafter referred to as Company*) warrants to the original purchaser/user (*hereinafter referred to as the Customer*) that all equipment or parts thereof manufactured by it will be free from defects in material and workmanship only, under normal use and service, for a period of one year from the date of original shipment.

The *Company* shall not be liable for any loss of profit, loss by reason of plant shutdown, non-operation or increased cost of operation, loss of product or materials, or other special or consequential loss or damages. This warranty will not apply to any equipment (or parts thereof) which has been subjected to accident, alteration, abuse, or misuse. Misuse may constitute but not be limited to: subjecting the heat exchanger to temperature, pressure, or vacuum beyond the design limitations; compression of the plate pack beyond the minimum dimension; or improper disassembly or assembly by the *Customer*, or uses other than those intended by the *Company*. The *Company* will warrant thermal performance of the unit in conformance with original specifications only, since process changes such as flow rates, temperatures, or media will affect thermal performance. The *Company* cannot warrant against any fouling or plugging for any design. The *Company* will aid in the selection of gasket, plate, and adhesive material but will assume no liability for material compatibility with *Customer's* products or media. The *Company* is not responsible for corrosion or suitability for use of any material in any particular application. The corrosion resistance and suitability for use of a material is dependent on operating environment, and conditions, cleaning, practices, and many other factors beyond the control of the *Company*. The user of this equipment bears total responsibility for corrosion or suitability for use of all materials in their particular application. This warranty is in lieu of all other warranties, expressed or implied, (including the implied warranty of merchantability and fitness) and of all other obligations or liabilities on the part of the *Company*, and the *Company* will neither assume nor authorize any other person to assume for it any other obligation or liability in connection with this equipment.

COMPONENTS NOT MANUFACTURED BY THE COMPANY

Components not manufactured by the *Company*, but furnished as part of its equipment (for example: motors, starters, thermometers, controls, etc.), will be warranted by the *Company* only to the extent of the component manufacturer's warranty.

RETURN OF PARTS OR EQUIPMENT TO COMPANY PLANT

Permission to return any parts or equipment must be obtained, in writing, and must be returned with transportation costs prepaid. Any used heat-exchanger, plate, or gasket that is being returned must be accompanied by a "Certificate of Use and Cleanliness" (available upon request) and a Manufacturer's Safety Data Sheet similar to OSHA Form 20. In the event that equipment (or parts thereof) manufactured by the *Company* is returned to the *Company* plant, the *Company* obligation will be limited to repairing or replacing parts which, upon examination, are found (to the satisfaction of the *Company*) to be defective in either material or workmanship. No transportation charges will be paid by the *Company* unless written approval for transportation charges is given by the *Company*.

VISIT TO COMPANY PLANT BEFORE SHIPMENT

When the *Customer* plans to install Mueller equipment in a manner (or at such distance from the *Company* plant) that will make it impractical to return it for in-warranty repairs, the *Customer* is encouraged to visit the *Company* plant before shipment to inspect and, when possible, witness testing of the equipment.

REPAIR OF EQUIPMENT INSTALLED IN THE CONTINENTAL UNITED STATES

Should an in-warranty failure occur, and it is, in the judgement of the *Company*, impractical to return the equipment for repairs, the *Company* will arrange for the repairs to be made by its personnel or, at its option, sublet to a qualified company. The *Customer* will be expected to cooperate by making the equipment available and accessible when the work is scheduled and is expected to provide the necessary utilities.

If local labor conditions prohibit such work being done by *Company* personnel under the conditions and at the rates payable by its contracts with its employees, the *Company* obligation shall be limited to supervision of the work, replacement of defective parts, and labor costs in an amount equal to the amount which would be payable for a reasonable number of hours required to make the repairs at the rates payable under the terms of *Company* contracts with its employees. In such an event, all labor costs shall be paid by the *Customer* and the *Company* will reimburse the *Customer* to the extent set forth above.

REPAIR OF EQUIPMENT INSTALLED OUTSIDE THE CONTINENTAL UNITED STATES

Should an in-warranty failure occur, and it is, in the judgement of the *Company*, impractical to return the equipment for repairs, the *Company* obligation shall be limited, and the *Company* shall have the options of either sending a service representative to repair (or supervise the repairs) or granting a reasonable allowance for having the repairs made locally.