



Reliability Center, Inc.

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## **Services Terms and Conditions**

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# 1. Definitions

In these Terms and Conditions ('the Terms') the following have the meanings set out below:

## Booking

An occasion on and/or between specific dates during which RCI personnel provide Services to a Customer. A single Proposal may include multiple Bookings.

## Booking Time

The date and time at which a Customer officially reserves Service Delivery Date(s) for RCI Personnel to provide Services.

## Business Days

Business days include Monday through Friday and exclude weekends and public holidays.

## Consultant

RCI Personnel responsible for providing Services to the Customer.

## Contract

The document issued to the Customer in reference to the finalized Proposal (from RCI) and the Purchase Order (from the Customer) indicating the agreed-to services, delivery times, and prices (also known as the Invoice).

## Contract Value

The aggregate amount payable by the Customer to RCI in relation to Services provided on a single Contract. The Contract Value will be as specified in the Contract and, unless otherwise stated, will be:

- Exclusive of any applicable taxes or wire transfer fees, including VAT, GST, and/or other Country-specific withholding taxes.
- Exclusive of all expenses incurred by RCI in relation to the provision of the Services, including, without limitation, Travel and Living expenses unless otherwise stated in the contract.
- Payable in US Dollars

NOTE: The definition for "Contract Value" is slightly different in relation to contracts for consulting/facilitation services. See *Section 6.1 General Terms for Consulting/Facilitation* for details.

## Customer

The company to whom the Services are being provided (even if another entity is paying for the Services).

#### Customer Scheduling POC

A qualified and sufficiently authorized employee for scheduling regarding RCI Services.

#### Personnel

(a) In relation to the Customer, any of its past or present officers, any of its employees, Subcontractors (including Subcontractors' Personnel), agents or representatives; and

(b) In relation to RCI, any of its past or present officers, employees, Subcontractors (including Subcontractors' Personnel), agents or representatives.

#### Proposal

A description of the Services being provided.

#### Purchase Order

An individual Purchase Order as issued by the Customer for RCI Services once a final Contract is agreed upon.

#### Services

The work identified in the proposal to be performed by RCI in accordance with the Contract.

#### Service Delivery Date(s)

The dates upon which RCI Personnel shall provide Services to the Customer.

## 2. Contract

- All work performed by RCI will be documented in a Contract. Each Contract shall establish:
  - the general nature of the Services to be performed
  - the estimated duration and/or completion date of the Services
  - the Contract Value
  - any applicable dependencies including Customer requirements that must be met.
  - It may also include, if applicable, the approximate number of hours and/or an hourly rate or fee.

- If there is a conflict between these Terms and Conditions and the Contract, these Terms and Conditions shall control unless otherwise expressly agreed by the parties in writing.
- Either party may propose changes in the scope of the Services and Proposal Value via a written request, but neither party will be bound by any proposed change until both parties have agreed to that change in writing.

### 3. Fees and Deposit

#### 3.1. Due at Booking Time.

- A signed Purchase Order for 100% of Contract Value is due at Booking Time unless otherwise agreed upon. Contract Value is due within thirty (30) business days of the Contract date.

#### 3.2. Expenses.

- Expenses, including Travel & Living, shall be billed as pass through supported by receipts within ten (10) business days after Services are delivered.
  - All international travel will be booked & billed in business class.
  - Any travel fares purchased for a Booking will be passed on to the client.

#### 3.3. Travel Days.

- Travel days will be billed at \$1,500/day (USD) to accommodate Consultant stand-by time. These will be billed along with Travel and Living Expenses.
- Travel days will include one day before and one day after booked days.

#### 3.4. Minimum Fees.

- Minimum labor charge for any single day of RCI Personnel Services is eight hours unless otherwise agreed upon with the Customer.

#### 3.5. Late Fees.

- All Invoice Terms shall be Net 30 unless previously agreed upon between customer and RCI.
  - Any payment that is not paid within 45 days of invoicing can be subject to late fees of 1.0% per month.
  - In the event that fees continue past due and unpaid, RCI can suspend provision of all Services until amounts are paid in full.

### 4. Point of Contact and Cooperation

#### 4.1. Customer POC.

- Customer shall provide the following details for the Customer Scheduling POC to RCI on the Purchase Order:
  - Name
  - Email Address

- Phone Number

#### 4.2. Cooperation.

- RCI's performance depends upon Customer's effective cooperation in connection with the Services, including providing RCI with timely, complete and sufficient access to appropriate data, information, qualified and sufficiently authorized Customer personnel, and prompt responses to questions and requests as necessary for RCI to complete the Services. RCI will not be liable for any failure or delays in performing the Services, to the extent that the failure or delay is caused by Customer's failure to cooperate. RCI is entitled to and will rely upon the accuracy and completeness of data, material, and other information furnished by Customer, without any independent investigation or verification.

## 5. General Terms for Training

### 5.1. Customer Provisions.

- Customer will make available at its cost a physical location in which training classes can be performed, shall provide computer equipment for any individuals being trained, shall provide visual display/projection equipment, internet access and other training session related materials and supplies as needed.

### 5.2. Registration.

- Registrations are to be made in writing, by e-mail, or via the Internet to RCI at least ten (10) business days before training. RCI will not be responsible for a lack of course materials for any trainee who is not registered before the required registration date.

### 5.3. Substitutions.

- If a course participant is prevented from attending Training, a substitute person can attend instead.

### 5.4. Duration.

- Training durations are a maximum of 8 hours per day. Unless otherwise agreed, the courses start no earlier than 8 AM and ends no later than 6 PM, local time. Lunch and other breaks will be held as agreed.

## 6. General Terms for Consulting/Facilitation

### 6.1. Contract Value.

- Total cost and anticipated completion dates for Consulting and/or Facilitation Services in a Consulting/Facilitation Proposal are estimates. 100% of the estimate shall be invoiced upon receipt of the Purchase Order.

- Any additional fees and travel and living shall be invoiced as they are incurred. A report of all additional hours (if any) spent and Services performed shall be provided.

## 7. Booking and Scheduling

### 7.1. Scheduling.

- RCI will try to accommodate the Service Delivery Date(s) requested by the Customer to the extent commercially practicable. RCI reserves the right to change Service Delivery Date(s) for any Services if RCI personnel are unable to perform scheduled Services because of illness, resignation, weather, or other causes beyond RCI's reasonable control. RCI will make commercially reasonable efforts to replace any such personnel within a reasonable time in order to limit impact on the schedule.
- If a postponement of the appointment is not possible, RCI will refund the already paid deposit and/or course fees.

### 7.2. Confirmation.

- Only when a Purchase Order is received and a Contract issued on a Booking is said Booking Confirmed. RCI reserves the right to reschedule non-Confirmed Bookings for Bookings that have been Confirmed.

### 7.3. Rush Booking.

- Any Services requested with less than ten (10) business days' notice will be considered a Rush Booking and charged at 1.5 times rate. This includes Travel Day rates. Travel and Living expenses will be billed as pass through as would be for a Standard Booking.

### 7.4. Changes to Training Seats

- Additional training seats for existing training courses will be billed at the same rate, provided no schedule impact to RCI Personnel. RCI reserves the right to refuse to add more training seats to an existing training with less than ten (10) business days' notice or if adding seats will impact RCI Personnel's schedule.
- RCI will not refund training seats for no-shows.
- Cancellations of individual seats with less than ten (10) business days' notice will be considered a no-show. Credit for courses will not be given.

### 7.5. Rescheduling a Training.

- Customers may request that previously scheduled Services be rescheduled based on availability of consultants.
- In case of rescheduling:
  - If training dates are changed within thirty (30) business days of service, 100% of the Contract will be given as a credit for future training.

- If training dates are changed within ten (10) business days of service, 50% of the Contract will be given as a credit for future training.
- Any travel and living (or other) costs which have been incurred by RCI will be billed to the Customer.

#### 7.6. Canceling a Training

- In case of cancellation of Services:
  - If training is canceled within thirty (30) business days of service, 50% of the Contract will be given as a credit for future training.
  - If training is canceled within ten (10) business days of service, RCI reserves the right to retain the full contract value.
- Any travel and living (or other) costs which have been incurred by RCI will be billed to the Customer.

***A link to these terms will be added to all quotes and proposals, and posted at [reliability.com/terms-of-service](http://reliability.com/terms-of-service).***