



2023 Service Rate Sheet

All rates and fees are based exclusively upon Antilles Power Depot, (APD) Terms and Conditions set forth. Any order for services placed with APD shall be considered an acceptance of these rates and terms. Any additional and/or alternate terms or conditions must be negotiated prior to ordering services and stipulated in writing.

Engineering, Marine and Industrial Rates	Hourly Rate	Overtime Hourly Rate 1.5 x Base Rate	Travel (air)/Standby Rate	Daily Rate 8-hour
Marine and Engines, Generators and Truck(outside Shop)	\$175.00	\$262.50	TBD	\$1,750.00
Standard Service Rates	Hourly Rate	Overtime Hourly Rate	Travel (air)/Standby Rate	Daily Rate 8-hour
SwitchGear and Paralleling	\$210.00	\$315.00	TBD	\$1,750.00
Service Engineer/Vibration Analyst	\$175.00	\$262.50	TBD	\$1,750.00
Service Technician, Hydraulic Technician, & In-Situ Machinist	\$175.00	\$262.50	TBD	\$1,750.00
Welder/ Fabricator/Pipefitter Shop Machinist & Firewatch	\$210.00	\$315.00	TBD	\$1,750.00
Equipment Fees				
Specialty equipment or diagnostic tools required will be quoted separately.				TBD
Expenses (if applicable)				
Pickup and Delivery Fee (for distances over 30 miles away)				\$175/hour+
Storage Fee (storing parts in APD's Shop)				TBD
Domestic/Intl.Per Diem (Meals/incidentals/sundriesfor work including an overnight stay)				90
Lodging, Vehicle Rental, Commercial Transportation,Shipping, and Excess Baggage **Business class travel will apply for all flights exceeding 7 hours, or flights departing between 11pm and 4am.				Cost+10% Admin Surcharge
Vehicle Mileage				\$0.80/mile
International Transactions (when applicable with international travel)				3% +
Credit Card Transaction Fee (payment made by credit card)				3%
Shop Consumables (applies to all invoice totals for service & shop-based projects)				2%
Insurance Surcharge (Workman's Compensation, Long Shoremans, General Liability, etc.)				4.5%
Cancellation Fee (less than 12 hrs notice)				\$380+

- "Work week" consists of five (5) eight (8) hour days, forty (40) hours per week, typically from 7:30 am to 4pm but may fall between 6am to 6pm depending on the customers normal work week (determined by local service office with customer). Overtime 1: Any work outside normal business hours, but less than 12 consecutive hours. Doubletime: (Holidays, or after 12 consecutive working hours).
- A standard, four (4) hour minimum applies to all services, jobs, and projects except when travel is involved. Jobs requiring overnight travel are subject to a daily ten (10) hour minimum. Charges for weekends & holidays not worked, but on standby, will be charged at the normal rate times the applicable multiplier, plus expenses & per diem. If delays in the work are caused by reasons beyond APD's control, APD will be reimbursed for the time and expenses caused by such delay.
- Clients will receive weekly or bi-weekly progress invoicing for projects exceeding 2 weeks, depending on the project scope.

Initial _____



ANTILLESPOWER.COM

The Power of Energy,
on Land and Sea

Antilles Power Depot | T 787 622 9330
1000 Carr 860 Carolina Puerto Rico | F 787 622 9333

General Terms & Conditions for Field Services

All services are expressly performed subject to these terms and conditions (the "Contract"). Direction to proceed with the work specified, or submittal of a purchase order requesting services shall constitute acceptance of these terms. Any terms in the purchase order that are an addition to or are inconsistent with these terms are not accepted without prior agreement by APD.

APD DOES NOT WARRANT THE FITNESS, SUITABILITY OR CONDITION OF CUSTOMER'S MACHINERY UPON WHICH THE SERVICES ARE PERFORMED.

1. Confidentiality. APD and the undersigned Customer (collectively, the "Parties") hereby agree that they each have an affirmative obligation to the other to maintain in the strictest confidence all proprietary information belonging to the other and not to disclose the same to any unauthorized third party.
2. Sales and similar taxes. APD's prices do not include local sales, use, excise, value-added, or similar taxes. Customer shall pay, or reimburse APD for the gross amount of any present or future tax applicable to the price, sale, or furnishing of services hereunder.
3. Payment. Unless otherwise specified by APD in the estimate, payment in full is due upon completion of the work. For work extending beyond one month, periodic invoicing shall be issued bi-weekly based on percentage of job completion minus the total of previous payments.
4. Suspension/Cancellation. In the event Customer requests a suspension of work under this Contract, Customer shall, in writing, notify APD no less than three (3) days in advance of the suspension date. This notification will indicate the anticipated suspension period and the cause for said suspension. APD shall advise Customer of reasonable expenses incurred by such delay.
5. Change Orders. Any alteration or deviation from the scope of work at the time of the estimate necessitating extra costs for machinery problems or conditions discovered after commencement of the work will be executed only upon written change order, and will become an extra charge to the Customer, over and above the contract price.
6. Delay in performance. APD shall not be liable for delay in performance due to causes beyond its control, including, but not limited to, acts of God, wars, acts of terrorism, union-related activities, industrial accidents at ports and/or marinas, interstate lockdowns, time necessary to repair machinery problems discovered upon teardown, delays caused by work being performed by other contractors, or inability to access machinery due to Customer delay. In the event APD's performance or work is so delayed, APD shall be entitled to price adjustment for costs and labor resulting in the extension of the time of performance.
7. Overtime Work. The scope of work states the schedule upon which APD's proposal is based. In the event Customer changes the work schedule to any basis other than the stated period or desires to complete the work earlier than that specified, the price shall be adjusted in accordance with the published rate schedule.
8. Quality Workmanship and Remedy. APD agrees to perform service for Customer on the expressed condition that APD's sole obligation will be that the service will be performed in a professional and competent manner and will be of the kind and quality described in the proposal. THIS AGREEMENT IS PROVIDED IN LIEU OF ALL OTHER AGREEMENTS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, WORKMANLIKE PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSES, AND/OR ALL OTHER WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. If there is a specific problem with the quality of the service performed, Customer shall document said problem in detail in its official records or logbooks and notify APD within three (3) days of discovery of the problem. In the event APD performs corrective work, Customer must provide adequate access to the machinery to allow APD employees to perform these services. Customer assumes any additional costs incurred to provide this access. Unless otherwise agreed in writing between APD and Customer, APD will only conduct corrective work within San Juan, Puerto Rico. Under no circumstances will APD agree to perform corrective work beyond one (1) year after completion of the services provided to Customer. APD expressly reserves the right to refuse to perform corrective work if any of the following shall occur: (1) improper usage, operation, or repair of the subject system or component part; (2) unauthorized modification or misuse of the subject system or component part; (3) damage resulting from lack of care or maintenance; (4) Customer's failure to follow any and all recommendations provided by APD and/or any component part manufacturer; (5) Customer's failure to pay any invoice in full under the terms of the Contract; or (6) Customer's violation of these Terms and Conditions or any other provision of this Contract.
9. Exculpation and Indemnification. APD undertakes to perform the work outlined upon condition that it shall not be liable, directly or indirectly, in contract, tort, or otherwise, to the Customer, or any of their agents, servants, or employees, or persons to whom they might be responsible, for any personal injury or death, or damage to its property, or for any consequences thereof, unless such personal injury, death, or property damage is caused by APD's gross negligence or willful misconduct, which shall not be presumed, but must be affirmatively established. Customer further specifically agrees to defend, indemnify and hold harmless APD from and against any claim, loss, liability, damage, cost, or expense (including reasonable attorney's fees), by reason of any injury, death, or damage to any person or property whatsoever, caused by, arising from, incident to, or connected with the performance or nonperformance of the APD's work and services provided for the benefit of Customer or arising under this Contract which is, or is alleged to be, caused in part (whether joint, concurrent, or contributing) or in whole by any act, omission, default, or negligence (whether active or passive) of APD unless such personal injury, death or property damage is caused by APD's gross negligence or willful misconduct, which shall not be presumed, but must be affirmatively established. Customer hereby releases, waives and forever discharges APD, its owners, directors, officers, employees, and agents from all liability, except if caused by APD's gross negligence or willful misconduct, for any and all loss or damage, and any claim or demands therefore on account of personal injury, death, or property damage occurring in the past, now, and in the future, arising out of or performance or non-performance of any APD operations or work that have or may occur, whether caused by the ordinary negligence of APD or otherwise.



The Power of Energy,
on Land and Sea

Antilles Power Depot | T 787 622 9330
1000 Carr 860 Carolina Puerto Rico | F 787 622 9333

10. Limitation of Liability and Allocation of Risk. The Parties further stipulate and agree that under all circumstances, APD's liability due to its own gross negligence or willful misconduct shall be limited to the total aggregate sum received by the company under this Contract and the combined sum of any and all work orders related to this agreement. Certain machine failures are unpredictable and can occur suddenly. Customer acknowledges that APD, cannot necessarily detect these failures. In no event, whether in contract, negligence or any other theory, shall APD, be liable to the Customer or to any third party for special, punitive, exemplary, incidental, indirect, or consequential damages including, but not limited to, loss of profits or revenue, loss of use of the equipment or any associated equipment, loss of charter hire, cost of capital, cost of purchased power, costs of substitute equipment, facilities, services or downtime costs. Both Parties as a necessary prerequisite to providing these services agree the allocation of risks and liabilities in this Contract and that the contract price has been determined accordingly.

11. Site Conditions and Access. APD, reserves the right to refuse or terminate service, without penalty, when in APD's reasonable opinion, conditions at the equipment location represent a hazard to the safety or health of any APD, employee. It is further agreed that when, pursuant to this Contract, APD, employees are requested to enter Customer facilities, they shall do so in accordance with the terms of this Contract and no preprinted language on any access form shall vary these terms or restrict individual legal rights.

12. Regulations - Prior to issuing its purchase order, Customer shall advise APD, in writing of all applicable site-specific rules, regulations and safety codes that apply to the work site and services to be performed. APD, shall use its best efforts to meet all advised laws, rules and regulations.

13. Evidence of Insurance. APD, will, at its own expense, maintain liability insurance during the term of this Contract and provide Customer with Certification upon request. Special, environmental, or excessive coverage limits that are beyond the documented APD, liability limits shall be paid by the customer.

15. Arbitration. In order to expedite resolution of any controversy, claim, or dispute between APD and Customer, the Parties agree that, prior to instituting any legal proceedings or utilizing methods of alternative dispute resolution, they will attempt, in good faith, to resolve such disputes through negotiation for a period of not less than 30 days from notice of such dispute. If the Parties are unable to reach a settlement, any controversy, claim, or dispute arising out of the Parties' relationship, APD's services or work conducted for the benefit of Customer, or otherwise under this Contract, whether occurring in the past, now, or in the future, shall be settled solely and exclusively by binding arbitration in Puerto Rico. The prevailing party, if any, as determined by the arbitrator at the request of the parties which is hereby deemed made, shall be entitled to reimbursement for its share of costs and reasonable attorneys' fees, as well as interest at the statutory rate. IMPORTANT, READ WITH CARE - For the purpose of compelling arbitration, all Parties consent to the jurisdiction and venue of the Federal Court situated within the San Juan, Puerto Rico upon service of process made in accordance with the statutes of the United States. All parties waive any and all rights to object to personal jurisdiction in said described forum for the purpose of litigation commenced to compel arbitration. It is also specifically understood and agreed that any party may enforce any award rendered pursuant to the arbitration provisions of this Section by bringing suit in any court of competent jurisdiction.

16. Maritime Lien. Notwithstanding the Parties' agreement to submit their disputes to arbitration, for work performed or services provided to a Vessel, APD shall have a maritime lien against the Vessel, its appurtenances and contents for unpaid sums due under these General Terms & Conditions, as described under the Federal Maritime Lien Act, 46 U.S.C. § 31342. The Customer agrees that he or she is responsible for all costs of collection, including reasonable attorney's fees, and is responsible for interest at the maximum rate permitted by Commonwealth of Puerto Rico law in the event a lawsuit is filed to enforce these liens.

17. Mechanic's Lien. In addition to any rights under state and/or federal law, the Customer acknowledges and agrees that APD, has a possessory mechanic's lien to secure payment for all billings for work performed or services rendered pursuant to these General terms & Conditions, for unpaid sums due. The Customer agrees that APD, has a separate right to obtain a non-judicial sale of the Vessel under Puerto Rico Law, under Fla. Stat. § 713.001 et. seq., or any other Commonwealth of Puerto Rico statute or regulation, should the Customer fail to pay all amounts owed under this Agreement. Owner hereby waives any claim of lack of notice of APD's lien.

18. Equipment Used in the process of a project. If by reason of the Customer's negligence and/or the negligence of the Customer's agents or employees, equipment that is owned, rented or leased by APD, becomes damaged, stolen, or non-usable in the course of the project, the Customer accepts full responsibility for the repair up to the purchase price of the damaged equipment.

19. General. If any provision(s) of this Contract shall be held contrary to law, the remaining provisions shall remain in full force and effect. Failure by either party to enforce any contract term shall not be deemed a waiver of future enforcement of that or any other term. This Contract embodies the entire agreement between the Parties and supersedes all prior agreements and understandings relating to the subject matter hereof. There are no other terms, conditions, promises, indemnities, statements, representations or warranties, express or implied, concerning the transactions contemplated by this Contract.

20. Applicable Law. This Contract shall be interpreted in accordance with the general maritime law of the United States, insofar as applicable, and otherwise by the laws of the Commonwealth of Puerto Rico.

I have read, understand and will comply with the above mentioned terms and conditions.

X _____
Signature

Print

Date