

Change Orders

Endress+Hauser understands that occasionally a change to an original Purchase Order will be required. The following states the Endress+Hauser policy and fees in regards to change orders:

- All change requests made after submittal of an original Purchase Order are subject to a MINIMUM fee of one (1) hour of Order Management Services plus Endress+Hauser will review the change request and notify Buyer within five (5) working days of any and all additional charges due to additional/different material and/or labor associated with the change and of any impact the change request will have on the original delivery schedule.
- Both written consent of Endress+Hauser and Buyer shall be documented via the Endress+Hauser Change Notice Form.
- Before Endress+Hauser proceeds, a Change Order that includes the agreed upon changes and associated fees shall be issued and submitted by Buyer to Endress+Hauser.
- Endress+Hauser shall submit to Buyer an updated Order Confirmation within five (5) working days of authorization.

Termination

If all or part of the Agreement is terminated by agreement of the parties, and if there is no contrary written agreement between Endress+Hauser and Buyer, Buyer shall pay termination charges in the amount equal to the greater of:

- (I) ten (10) percent of the net sales price or;
- (II) (a) the price provided in the Agreement for all Purchased Items assembled prior to the agreement by Endress+Hauser to terminate, plus (b) the actual expenditures made and liabilities incurred by Endress+Hauser in connection with any portion of the Purchased Items not yet completed, plus (c) reasonable estimated profit on the not yet completed portion of the Purchased Items.

Returns

Endress + Hauser understands that occasionally a customer will need to return equipment that is not needed or no longer required. In the event this occurs, the following states the Endress+Hauser return policy and associated fees:

- Endress+Hauser must be contacted by Buyer to issue a Return Authorization (RA) number.
- A RA number shall not be issued for equipment more than 90 days after shipment.
- All equipment being returned may be subject to a restocking fee.
- All equipment returned to Endress+Hauser for credit is to be returned with Freight prepaid by the customer.
- Any equipment that is returned to Endress+Hauser must be marked (on the outside of all shipping containers) with the RA number issued by Endress+Hauser. Any goods not marked accordingly shall be refused by the Endress+Hauser Receiving Department and then returned to the sender at the sender's sole expense.

- If equipment is being returned to Endress+Hauser the customer **must** be sent via Fax or E-Mail an approved 'Return For Credit' (see enclosed example) document stating the terms of the credit offer to the customer.
- A copy of the Endress+Hauser Declaration of Hazardous Material and De-Contamination Form (see enclosed example) is required prior to inspection by an Endress+Hauser employee. The form **must** be completed and securely attached to the outside of the shipping carton, as well as a duplicate copy inside the packaging. For safety reasons, Endress+Hauser reserves the right to return any equipment returned that appears to have been exposed to process and does not have this form included.
- Any equipment that meets the following will receive **no credit**:
 - Custom-built products (i.e. customer-specified lengths)
 - Products with special materials ordered (TSP)
 - Products being phased-out
 - Equipment that has been exposed to the wetted process
 - Equipment that has been damaged in any manner
 - Equipment that has been powered-up or had power applied
 - Any oil filled pressure systems
 - Any spare parts, electronic modules, or printed circuit boards
 - Any other special circumstances outside of these guidelines (including but not limited to third-party buyout equipment).
 - Any equipment with a list price of less than \$200.00 (unless there was an error made by Endress+Hauser)
- Any equipment incorrectly supplied by Endress+Hauser shall not be subject to a restocking fee.

Storage Instructions

Basic guidelines should be utilized that will ensure Endress+Hauser equipment will not be adversely affected during the time the equipment is stored. Those guidelines are:

- Storage method: Maintain the equipment in the original shipment containers where practical.
- Documentation: Documents including Installation and Operation Manuals have been included with the shipment. Store related documentation from the shipment in an appropriately identified file in an office environment.
- Storage location: Indoors in a dry non-condensing location
- Storage temperature: Not to exceed 120° F or fall below 32° F.
- Handling: Ensure equipment is not subject to extreme shocks from being dropped or other items dropping on the equipment. Items subject to physical damage are not subject to warranty claims.
- Preparing for use: Equipment is solid state in nature and should require no special preparation prior to installation.

Change Notice

Customer:	«ProjectOrCustomerName»		
Project Name:	«ProjectDescription»		
Doc No.:	Change Note_«ProjectNumber»	Version:	XX.XX
File Name:	Change Notice.doc	Date:	dd.MM yyyy
Sales Order	PO#		
Project No.:	«ProjectNumber»	PCN:	«ProjectPCN»
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To:	
cc:	
Written by:	

Description of Change:
Reason for Change:
Schedule Impact:
Cost Impact:
Professional Services: (add any engineering, management services required to implement change)
Date Submitted to Customer:
Project Manager Signature:
Customer Signature:
Change Order Required from Customer: <div><input type="checkbox"/> YES <input type="checkbox"/> NO</div>
Comments:
Note: Customer change request will not be implemented without signed submittal of this form.

Fax

Endress+Hauser 

People for Process Automation

To:

Company:

Fax:

From:

Direct Phone:

Direct Fax:

Date: June 05, 2009

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RE: Offer of Credit for Return of

The above referenced return has been assigned **RA#** _____ **CF.** _____

After receipt and inspection of the above items, a Credit less the restocking charge of _____% of the original selling price will be issued. This offer of credit expires 30 days after issuance. If Endress+Hauser has not received the above referenced equipment within 30 days of the above, Endress+Hauser rescinds this offer of credit. This credit is also offered under the assumption that the product is still in new and unused condition, still in the original packaging, and has not been exposed to the process or installed. If any of these conditions are not met, this offer is void.

Please make sure:

- The RA# is referenced plainly on the outside of the shipping box. Due to safety reasons, Endress+Hauser reserves the right to refuse receipt of any shipments that are not plainly marked or easily identifiable at time of receipt.
- Return the equipment to the following address:
Endress+Hauser, Inc.
2350 Endress Place - Dock A
Greenwood, IN 46143
- If the product has been used or installed or does not meet the above criteria, please note that there is no guarantee of credit unless alternate arrangements/agreements had been made with Endress+Hauser prior to the return.
- A Declaration of Hazardous Material and De-Contamination form **must** be completed and included with your shipment **on the outside of the shipping carton**. For safety reasons, Endress+Hauser reserves the right to return any equipment returned without this form included.

Thank you for your attention in this matter.

Website: www.us.endress.com

Endress+Hauser Inc. • 2350 Endress Place • Greenwood, Indiana 46143

Phone 317-535-7138 • Sales 888-ENDRESS • Service 800-642-8737 • Fax 317-535-8498

**Declaration of Hazardous Material and De-Contamination**

Company Name:
Contact Name:
Street Address:
City, State Zip:

RAR #:
Tel. #:
Fax #:
E-Mail:

Dear Customer,

In order to comply with legal requirements by the DOT and OSHA regulations and for the safety of our employees we need this "Declaration of Contamination" with your signature before your equipment that is being returned to the factory can be handled. **Please place this form along with your Material Safety Data Sheets (as applicable), shipping documents, and specific handling instructions (if necessary), on the outside of the box. Also reference the Return Authorization Number (RA#), obtained from Endress+Hauser, on all paperwork and mark the RA# clearly on the outside of the box.** If this procedure is not followed, it may result in the refusal of the package at our facility.

Return Equipment To:

Endress+Hauser
Sales Center, Dock C
Attn: RA#
2330 Endress Place
Greenwood, IN 46143

Remittance Address:

Endress+Hauser
P.O. Box 663674
Indianapolis, IN 46266-3674

**** PLEASE FILL OUT COMPLETELY FOR SAFETY PURPOSES ****

Please mark the appropriate warnings and remember to attach the MSDS:



radioactive

☐

explosive

☐

caustic

☐

poisonous

☐

harmful to
health

☐

biological
hazard

☐

flammable

☐

safe

☐

Process Medium / Concentration:	
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(This is the process medium that the instrument has been exposed to or could have been exposed to.)

De-contaminated and cleaned with:	
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Base Model # of Equipment:	
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Serial #:	
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I hereby certify that the returned equipment has been cleaned and decontaminated according to good industrial practices and is in compliance with all regulations. This equipment poses no health or safety risks due to contamination.

Date	Authorized Signature
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If you have any questions please call or log onto www.us.endress.com

Service Department (800) 642-8737

Sales and Application Support: (888) ENDRESS