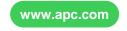


# **Statement of Work**

Date: 29 June 2020

Prepared by Critical Power & Cooling Services

Scope: Battery Replacement Services







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# 1.0 Executive Summary

Schneider Electric Non-Modular Battery Disposal Service provides battery collection, removal and disposal service for customers.

The Non-Modular Battery Disposal Service provides the following:

> Trucking of the waste batteries to the approved recycling center location.

The Non-Modular Battery Disposal Service relieves the customer's waste battery disposal concerns and provides assurance their spent batteries will not be improperly disposed of by complying with local disposal regulations.



# 2.0 Features & Benefits

| Features                     | Benefits  |
|------------------------------|---|
| Battery Removal and Disposal | Removal and disposal of batteries adhering to all federal, state and local environmental regulations.   |
| Flexible Scheduling Options  | Scheduling of the battery collection and recycling service is coordinated to suit the customer's needs. |

# 3.0 Details of Service

# 3.1 Waste Battery Shipment Service Deliverables

The Non-Modular Battery Disposal Service provides the on-site labor to remove the waste batteries from the site along with the shipping and recycling of the batteries. The specific activities of this service are listed below:

| Service Deliverables   |   |  |
|------------------------|---|--|
| Activities             | Description   |  |
| Waste Battery Shipment | Schneider Electric Services authorized professionals will remove and ship depleted batteries to an authorized recycling center. |  |

# 4.0 Assumptions & Exclusions

## 4.1 Assumptions

The successful performance of the tasks defined in this Statement of Work is based on the following key assumptions, which are agreed to by Schneider Electric Field Service.

### 4.1.1 Time, People & Location

- · All services are performed on-site by certified Schneider Electric service personnel.
- Services performed on-site by Schneider Electric Field Service will be executed during the Schneider Electric business hours unless otherwise requested by the customer. Those hours are Monday through Friday from 8am to 5pm weekly, local time, unless other specified.
- Hours of Operation for Technical Support are country specific and include either 24x7 or business hours coverage.
- The system must be kept in an environment that adheres to manufacturer specifications. Non-compliance will void contract.
- Next-Business-Day is defined as the next day during the business week and normal business hours.
- Response time is defined as elapsed time between when Schneider Electric service technical support
  determines an on-site visit is necessary and the time the Field Services Representative arrives at the
  customer's site.



- This is a standardized service and only applies to a customer location with standard site and product access. Any special site conditions, such as no truck access, no loading dock, no elevator access, etc. may require a special quote.
- Schneider Electric will provide services with respect to equipment and assets that are inside the Service
  Area. "Schneider Electric Service Area" means a location that is within (i) one hundred (100) miles or one
  hundred and sixty (160) kilometers radius of a Schneider Electric service location; and (ii) the country in
  which the Installation site is located, unless otherwise defined in the governing agreement with Schneider
  Electric, in which case the definition in the governing agreement prevails.
- Geographical restrictions may apply. Some aspects of the service definition presented in this document
  may vary by location. In the case of a conflict between the service definitions contained on this Statement
  of Work and the local service definitions the local service definitions will prevail. For more information,
  please refer to your Schneider Electric Field Services Sales Representative.
- Please verify the service coverage and response time for your location with your local Schneider Electric Field Service Representative.
- This service applies to a customer location with standard site and product access. Our Services assume continuous uninterrupted and unobstructed access to the equipment, standby time may be chargeable.
- Any delays resulting in lost time caused by others may be chargeable.
- The end user is responsible for enabling one staff member always on-duty, available to be contacted for an incident.
- In the event that an intrusive survey is recommended in this quotation and we are unable to undertake such a survey, or are limited in the scope of the survey, due to site restrictions or other customerimposed constraints Schneider Electric will not accept any liability for delays or additional expenses arising as a result of not having completed a full survey.

## 4.1.2 Service Activities & Upgrades

- At the end of the activities, Schneider Electric Field Service Representative will provide the customer with
  a report indicating that the installation of the asset was properly carried out and the functionality of the
  system was checked in all modes of operation to ensure compliance with all Schneider Electric service
  technical specifications.
- The Non-Modular Battery Disposal Service is applicable to Schneider Electric Services systems using sealed lead acid batteries only. Please contact your certified Schneider Electric Services sales representative for wet cell applications.
- The Non-Modular Battery Disposal Service is quoted per battery.
- The customer understands this service only provides the site removal of depleted batteries;
- Battery Replacement Service for Non-modular systems minimum order size is one complete battery string.
- Where 8-hour and 4-hour services are available for purchase, authorized personnel will arrive on site in 8
  hours or within 4 hours from the time Schneider Electric Services Technical Support deems an on-site
  visit is necessary.
- Non-standard products purchased through Schneider Electric Services will require a customized Statement of Work.
- Services obtained from any Schneider Electric partner or reseller are governed solely by the agreement between the purchaser and the reseller. That agreement may provide terms that are the same as the Schneider Electric Services Solutions on this document. Please contact the reseller or the local Schneider Electric Services sales representative for additional information on Schneider Electric Services Solutions on Products obtained from a reseller.



### 4.2 Exclusions

Any items not expressly included in this Services offering will be subject to specific quotation and charged separately after mutual agreement with the customer. For instance, but not limited to:

4.2.1 Additional Scope of Work not expressly included in the order/contract

- Removal of non-APC batteries.
- Battery Installation.
- · Non-APC by Schneider Electric equipment.
- · Wet cell batteries.
- · Safety Officer or Security escort charges.
- Costs and charges associated with switching and isolation operations.
- · Any specialized testing or commissioning.
- Additional type test, test or FAT with reports out of Schneider Electric standards.
- Repair of damage due to abuse, misuse, lack of maintenance or other events outside Schneider Electric control.
- · Cabling or wiring external to equipment.
- In case of cabling problem or wrong phase rotation, Schneider Electric Field Service will not carry out any rework on the cabling.
- Software programing and configuration.
- · Process Design, Civil and other mechanical works.
- Additional spare parts, cables or other materials.
- Supply or installation of all necessary site busbar, cabling, generators, lifts, testing kit, lift, crane, ladder, containment & cable glands, including connection to site earth, unless specifically detailed as included.
- Intervention in a different location than planned.
- Electrical Installation of new UPS system.
- Support for third-party equipment.
- Support for wet cell batteries. Please contact your certified Schneider Electric Services sales representative for wet cell application service information and quotes.
- Corrective replacement of parts.
- Internal and external batteries are not considered as included parts. They will be subject to a separate quotation.
- · Proactive replacement of wearing parts, unless specifically detailed as included.
- Our offer is exclusive of access platforms/ladders and associated planning consent.
- Schneider Electric Field Service will define with the customer the best approach to find a solution and reserves the right not to execute any modification outside of its defined scope of responsibility.
- All onsite support dispatch service, resulting from EcoStruxure Asset Advisor for secure power & cooling remote service monitoring service are governed by a dedicated Statement of Work which is not included in this Statement of Work and will be charged following our standard pricing list. Please refer to your Schneider Electric Field Service Representative for more information.
- Parts and labor costs for proactive replacement of parts, including but not limited to capacitors and fans.
- · Configuration of the EcoStruxure IT Gateway.
- Equipment not provided by Schneider Electric service. Examples include but are not limited to:
  - Third-party components.
  - o Switchgear.
  - Information Technology (IT) Equipment.



- Installation activities not provided by Schneider Electric service as part of this service include but are not limited to:
  - System installation.
  - o Battery assembly.
  - o Information Technology (IT) Equipment migration services.
  - Specialized testing or commissioning services.

# 4.2.2 Additional time or fee not planned to access or exit from customer site

- · Delay on access or work permits to utility substation.
- Medical or drug test.
- Induction, Safety or Cybersecurity training longer than planned.
- · Access to final on-site destination longer than 30 minutes from gate to the equipment.
- Delays related to IT (no camera, no laptop, format disk after mission...).

## 4.2.3 Stand by time/Waiting Time more than 30 minutes unless caused by Schneider Electric

- Unavailability of customer or its third-parties required for the intervention.
- Unavailability of equipment or tools required for the intervention.
- Cancellation or postponement of the intervention by the customer.
- Delay or unavailability from transport means when not organized by Schneider Electric.

### 4.2.4 Extra working hours not included in order/contract

- Schedule modification or acceleration plan requested by the customer.
- · Additional expenses (accommodation, catering and transportation).

Please contact your local Service Representative for clarification.



# 5.0 Scope of Responsibility

The items stated here are responsibilities of both Schneider Electric service and the customer.

## 5.1 Schneider Electric Services Responsibilities

- Meet the pre-determined scheduled service date.
- Perform the Battery Disposal service activities listed in this Statement of Work.
- · Present requisite site and maintenance forms to the customer.
- · Perform services to manufacturer specifications.
- · Conform to local health and safety regulations.
- · Meet manufacturer and customer safety requirements.
- · As part of the Battery Disposal service:
  - o Check that all action items are completed.
  - o Submit Site and Maintenance Forms to the customer.
  - Inform and provide recommendations to the customer about any action items not included in the Statement of Work.

# 5.2 Customer Responsibilities

- Provide dates and times when the scheduled work can be performed.
- Provide Schneider Electric with 5 business days' notice of any required reschedule.
- Provide a suitable location for the preparation and truck loading of the depleted batteries.
- · Facilitate site access for Schneider Electric Services personnel.
- · Provide a named resource for scheduling of the services.
- Notify Schneider Electric Services personnel of any security clearance and/or safety training and equipment requirements in advance of arrival.
- Ensure safety plan is in place prior to intervention.
- Provide a point of contact during time of service.
- Provide a point of contact at the completion of service to sign off on completed work.
- Provide the name of the project manager (if applicable).
- · Sign the completed Maintenance forms at the conclusion of the service visit
- Schneider Electric will make multiple attempts to proactively contact the customer to schedule
  maintenance services due. However, it is finally the customer's responsibility to ensure all services due
  are scheduled in advance of contract expiration.



# 6.0 Project Work Details

The project work details listed below are provided by Schneider Electric Services for the customer with regard to services date, place and completion criteria.

## 6.1 Schedule

Actual set dates will be discussed and approved between Schneider Electric Services and the customer.

## 6.2 Location

The location of this service will be on-site and will be agreed to by Schneider Electric Services and the customer prior to the service delivery.

# 6.3 Completion Criteria

Schneider Electric Services is expected to have finished its written duties when any of the following occurs:

- Schneider Electric Services completes all the tasks described in Section 3.1 of this Statement of Work document.
- 2. This service and Statement of Work are terminated for other reasons within the Service Customer Agreement.

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