



## TERMS & CONDITIONS FOR SERVICES PROVIDED

between  
J LOWRY, LLC  
and  
(CLIENT NAME)

- I. This Terms & Conditions of Services Provided is being entered into by (CLIENT NAME) (Herein referred to as “the Client”) and J Lowry, LLC (herein referred to as “the Company”) The Company agrees to do all things necessary to complete the work forthwith but shall not be liable for delays caused by strikes or causes beyond its control.

### II. DESCRIPTION OF SERVICES TO BE PERFORMED (As Applicable):

- Item # 1 Provide consultation services and/or pressure vessel/pressure-retaining design documents (herein referred to as “work”) on behalf of the Client utilizing the Client provided information. Work will be performed as best as possible to meet the Applicable Edition and Addenda, of the American Society of Mechanical Engineers (ASME) Boiler and Pressure Vessel Code, any applicable National, State, County, or City Code to which the Company has agreed, and/or the National Board Inspection, or any construction or repair Codes, as applicable, All work will be based on reporting from the Clients specifications or requirements delivered in writing or documented communication. Upon completion of the work, the Company will submit a report or reports or the associated design documents, as applicable. The opinions or conclusions reached as a result thereof, but such opinions or conclusions shall represent only the best judgment of J Lowry, LLC as to the conditions reported, and shall not constitute a warranty or other agreement with respect to such conditions.
- Item # 2 Provide ‘Person in Responsible Charge’ consulting services in conjunction with ASME Section VIII Division 1, 2023 Edition, Appendix 47 for work performed by the Company as described in the above paragraph; II(1). See Person in Responsible Charge addendum for further Terms & Conditions.

Applicable services to be performed: Item # 1 Yes Item # 2: Yes (T&C Addendum attached)

### III. INDEPENDENT CONTRACTOR RELATIONSHIP

The Company shall maintain a relationship with the Client as an independent contractor, and nothing in this Agreement is intended to or should be construed to, create a partnership, agency, joint venture, or employment relationship. No part of the Company’s compensation will be subject to withholding by Client for the payment of any social security, federal, state, or any other employee payroll taxes.



#### IV. OWNERSHIP OF WORK PRODUCT

The Company agrees that all work product developed alone or in conjunction with others in connection with the performance of services according to this Agreement is and shall be the sole property of the Client. The company shall retain no ownership, interest, or rights therein. Work product includes but is not limited to reports, graphics, memoranda, slogans, and taglines.

#### V. CONFIDENTIALITY

1. “Confidential Information” as used in this Agreement shall mean any and all technical and non-technical information including patent, copyright, trade secret, proprietary information, computer files, and Client information related to the past, current, future, and proposed services of the Client and includes, without limitation, the Client property, and the Client’s information concerning customers, research, financial information, purchasing, business forecasts, sales and merchandising, and marketing plans and information.
2. Nondisclosure and Nonuse Obligations. The Company agrees to protect the confidentiality of all Confidential Information and, except as permitted in this section, the Company shall neither use nor disclose the Confidential Information. The Company may use the Confidential Information solely to perform work under this Agreement for the benefit of the Client.
3. Exclusion from Nondisclosure and Nonuse Obligations. The Company's obligations under Section V.2 (“Nondisclosure and Nonuse Obligations”) concerning any portion of the Confidential Information shall not apply to any such portion that the Company can demonstrate (a) was in the public domain at or subsequent to the time such portion was communicated to the Company by the Client; (b) was rightfully in the Company possession free of any obligation of confidence at or subsequent to the time such portion was communicated to the Company by the Client; or (c) was developed by the Company independently of and without reference to any information communicated to the Company by the Client. A disclosure of Confidential Information by the Company, either (i) in response to a valid order by a court or other governmental body, (ii) otherwise required by law, or (iii) necessary to establish the rights of either party under this Agreement, shall not be considered a breach of this Agreement or a waiver of confidentiality for other purposes, provided, however, that the Company shall provide prompt written notice thereof to the Client to enable the Client to seek a protective order or otherwise prevent such disclosure.



## VI. INDEMNIFICATION

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, the Client agrees to indemnify and hold harmless the Company, and its respective affiliates, officers, agents, employees, sub-contractors, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act, omission or error of the Company and its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

## VII. INTERPRETATION

The Company will interpret the ASME construction Codes, Code Cases, Interpretations, any applicable National, State, County, or City Code, and/or the National Board Inspection Code as applicable or any other governing body requirements (herein referred to as “Code”) that it has contractually agreed upon in writing. The Company has full intent to meet all requirements, based on years of interpretation experience of the Code. It is the Client's responsibility to notify the Company in writing when there is a disagreement regarding a difference in the interpretation of the Code. The Company has full intent for the work to meet Code intentions and requirements; however, the Company does not certify, warrant, authorize, or imply the work meets Code compliance under a different interpretation of the Code or Code philosophy. The Client is responsible for ensuring all work meets the Code and their Quality Program prior to implementing services provided by the Company. The Company will adjust or change the value, variable, or design to meet the Client's interpretation of the Code or the Client's Quality Program if agreed to by the Company.

## VIII. TERMS

1. For the work or services described in Section II hereof, the Client agrees to pay the Company in accordance with the attached Schedule of Rates or provided quote, which is part of this contract, for work and services.
2. As to all invoices submitted, the terms of payment shall be Net cash, payable within 30 days after the date of invoice. Invoices outstanding more than 60 days will accrue interest at 1½ percent a month on the unpaid balance. Any purchase order, work order, or like authorization submitted by the Client for services covered in this Agreement, which is in conflict or in any manner inconsistent with the provisions hereof, shall not supersede or alter the provisions of this Agreement.

## IX. GENERAL PROVISIONS



1. **Governing Law.** This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Texas. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Texas, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in Texas, such personal jurisdiction shall be nonexclusive.
2. **Severability.** If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

X. ADDENDUMS

1. Schedule of Rates
2. Person in Responsible Charge



J Lowry, LLC  
Pressure Vessel Design & Services  
2222 Bay Area Blvd., Suite 101  
Houston, TX 77058  
281-995-0552 / jlowryllc.com

# Addendum:

- Schedule Of Rates
- Person in Responsible Charge



## SCHEDULE OF RATES

### Design Services:

- ASME Section VIII Division 1 – Production, Fabrication Drawings & Design Calculations
- ASME Section VIII Division 2 – Production, Fabrication Drawings & Design Calculations
- ASME Section I – Design Calculations
- NBIC Repair / Alteration Production, Fabrication Drawings, Design Calculations, & Repair Plans
- API & Atmospheric Tanks - Production and Fabrication Drawings & Design Calculations
- ASME B31.1 & B31.3 Piping ISO Drawings & Design Calculations
- 3D Modeling of Components & Assemblies
- Skid / Package Modeling & Design
- FEA Analysis

### Consulting Services:

- VIII-1 Appendix 47 Consulting
  - Person in Responsible Charge, Per Appendix 47 Requirements.
- ASME Consulting
  - Pressure Vessel Consulting
  - Quality Management Systems
  - Systems Analysis & Review
  - ASME Joint Review Set-Up & Consulting
  - Welding Consulting – Certification & Testing

### Fees for Service

- Design Services:
  - Design Services Are Quoted Upfront on A Flat Fee Rate Based On The Projects Complexity
- Consulting Services,
  - Person in Responsible Charge – Project Specific Consulting Rate Is Factored Into Quoted Design Services Per Project. If performed on non-produced work by J Lowry, LLC; Hourly Consulting Rate Below Applies.
  - Hourly Consulting Rate \$175 hr. (1)(2)(3)(4)(5)
  - Consulting – Retainer Services (4)

1. Charges apply to all report writing and travel time incurred in providing the service. In addition, the actual cost of necessary expenses, lodging, meals, and other related expenses are chargeable. Automobile mileage will be charged at the rate permitted by the Internal Revenue Service for reimbursement. Travel and expenses are charged from able portal to portal from the regular scheduled office location or lodging.
2. Saturday, Sunday and Holiday rates are chargeable at overtime rates.
3. Any portion of an hour is chargeable as a full hour. No minimum hourly charge or monthly retainer applies.
4. For consulting services based on a 'pay for access retainer' for services, please reference 'Schedule of Rates – Retainer' for fees and terms.
5. Rates Subject to Change





## PERSON IN RESPONSIBLE CHARGE

### ADDENDUM

Client: (CLIENT NAME)

Company: J LOWRY, LLC

This addendum will serve as the Terms and Conditions for the appointment of a Person in Responsible Charge by the Client.

The Client hereby appoints the Company's qualified staff member(s) to act on behalf of the Client's Person in Responsible Charge (PIRC) position. The appointment for the PIRC position is to an individual of the Company. The contract for these services is contracted through the Company.

There are two options to which the consulting services for PIRC are available.

First, the Company is contracted to perform the design work. These projects will be quoted upfront before the commencement of the design phase; providing ASME Section VIII Division 1 – 2023 Edition (ASME VIII-1) design calculations; including production fabrication drawings, as applicable. The written quote will include the cost to facilitate PIRC activities for the specific quoted project.

Second, the Company is contracted for PIRC for consulting purposes only. Design by others. The company will be involved in the design process and oversee the design documents performed by others. This service is to be charged at the hourly consultation charge.

Responsibility - The company will accept the responsibility to perform design activities as set forth in ASME Section VIII Division 1 Appendix 47 and the Terms & Conditions of Services Provided. The design responsibility is limited to the contracted project scope of work. Requirements imposed beyond the scope of work or are performed or facilitated by others; the correctness of this data will be excluded from the Company's responsibility. The Company is not responsible for the manufacturing practices, decisions, craftsmanship, testing, transportation, transfer of items, movement, or any other activity or action performed or associated with the manufacturing, procurement, and fabrication of the ASME VIII-1 certified item. All Non-ASME certified items are exempt and not covered under these collective agreements.

Design Data – Data, information, and values to be used and or considered in the design activities for the Client ASME VIII-1 items shall be supplied by the Client in writing to the Company for consideration. The Company is not responsible for the operational efficiency of the ASME VIII-1 item, sizing of components, the flow rate of the intended product for production purposes, or the locations of product level gauges, alarms, shutdowns, control, or pressure-relieving devices. When specific supplementary (non-pressure) loadings are expected on the vessel by the end-user, paragraph U-2 will now mandate that the user provide a 'Users Design Requirements Form' to specify those loads to the manufacturer, such as forms U-DR-1 and U-DR-2 provided in Nonmandatory Appendix KK, 'Guide for Preparing User's Design



Requirements'. Although design falls within the scope of the manufacturer's responsibility, the onus is on the end user to understand their use case and to communicate these required design loads to the manufacturer. This new requirement can be found in subparagraph U- 2(a)(2)(-a) of the new 2021 Code Edition.

Design Approvals – The Company requires, and the Client agrees that all supplied documents, data, revisions, and design activities provided by the Company to the Client be reviewed and approved by the Client before implementation or procurement. ASME VIII-1 Appendix 47 does not relieve the Manufacture of the responsibility that certified items meet all Code requirements.

Time Frame – The agreement to provide PIRC consulting services expires one calendar year from commencement. Either the Company or Client has the right to terminate this agreement at any time. Termination of the agreement shall be in writing and effective immediately.

Registered Professional Engineer – The Company maintains a mutual agreement with a Registered Professional Engineer (RPE) for services rendered to the Company. The Company has appointed this RPE as the Company Certifying Engineer, in accordance with ASME VIII-1 Appendix 47.

Person in Responsible Charge – The individuals appointed as the Clients PIRC shall be an agent of the Company. Any designated PIRC can act in place of or in conjunction with any Company qualified PIRC.