

Proposal Name: **CMRP Workshop Training**
 Dates: August 4th - August 7th, 2025

By: Machinery and Engine Solutions
 225-755-1706
reliability@johnhcarter.com

Document Date: May 13, 2025

Expiration: *Standard Expiration is 30 days – Deviations from this standard are at the Seller's discretion*

Freight:	FOB Shipping Point Pre-Paid & Add
A 2% fee will be added to FOB Destination Orders.	

Payment Terms:	Net 20
Hardware Delivery:	N/A
A 3% fee will be added to Credit Card Orders.	

Please address your order as follows and include the Proposal No shown above in your purchase order:

ControlWorx, L.L.C.
 17630 Perkins Road
 Baton Rouge, LA 70810
 Attn: Reliability Solutions Group
 Please reference **CMRP Workshop Training** on your PO.
reliability@johnhcarter.com

Terms and Conditions of Sale:

The proposal and all orders placed are pursuant to the ControlWorx, LLC Terms and Conditions of Sale, and said terms shall prevail and have primacy over all other referenced and/or conflicting terms.

Payment Schedule - Products and Fixed Cost Services Less than \$50,000

Invoice(s) will be issued in full upon course completion.

Payment Schedule – Taxes and Freight

<i>Taxes</i>	<i>Unless specified, sales, use, or other state or municipal taxes are not included.</i>
<i>Freight</i>	<i>Freight to be invoiced at cost, either separately or with final invoice</i>



CMRP

*Accelerated
Preparation*

Location: John H. Carter Company, Inc.
17630 Perkins Road
Baton Rouge, LA 70810
BTR Classroom

Dates: August 4th - August 7th

CMRP TRAINING AND WORKSHOP

This 4-day training covers the breadth of knowledge in maintenance and reliability as defined by the SMRP (Society for Maintenance and Reliability Professionals) and offers a good balance between theoretical courses and practical workshops.



Objective

The participant will gain an in-depth understanding of reliability and maintenance management, as well as asset performance. They will also learn how best practices can be applied. The participant will be able to compare his skills with world class standards.

Target audience

Engineers, technicians, reliability specialists, supervisors, planners, maintenance managers, production managers, plant managers

Duration

4 days

SYLLABUS

- Creation and implementation of an efficient strategic plan & performance measurement
- Environmental and safety risk management
- Communication with different actors
- Change management of processes and equipment, in accordance with laws and world class standards
- Development of the organizational structure
- Work identification, validation and approval
- Prioritization, planning, scheduling and execution of work
- Establish a reliability plan for new and existing equipment with cost justification
- Documentation, analysis, follow-up of the work and performance measurement

|| *The training opened my eyes to the importance of reliability in all areas. Every lesson was a step closer to operational excellence and peace of mind.* ||

Maintenance Engineer

Contact your local John H. Carter representative for more information

Machinery and Engine Solutions
225-755-1706 | Reliability@johnhcarter.com

Day	Focus	Agenda
1	Management and business	<ul style="list-style-type: none"> ➤ Creation of strategic plan for Maintenance and Reliability activities ➤ Implementation of the strategic plan, performance measurement and management of the organizational plan ➤ Communication with different actors ➤ Environmental and safety risk management Reliability for industrial production ➤ Application of process improvement techniques ➤ Change management of processes and equipment ➤ Maintenance of processes in accordance with laws and standards ➤ Understanding of applicable processes
2	Reliability of equipment	<ul style="list-style-type: none"> ➤ Determining expectations ➤ Assessment of equipment reliability and identification of improvement opportunities ➤ Establish a strategic reliability plan for new and existing equipment ➤ Cost justification of implementation plan ➤ Implementation of reliability plans ➤ Review and adjustment of reliability strategies
3	Work management	<ul style="list-style-type: none"> ➤ Work identification, validation and approval ➤ Prioritization, planning, scheduling and execution of work ➤ Documentation, analysis and follow-up of the work ➤ Performance measurement ➤ Project planning and execution ➤ Effective use of information technologies ➤ Resource and material management
4	Work management continued	<ul style="list-style-type: none"> ➤ Determination of organizational requirements ➤ Analysis of organizational capacities ➤ Development of the organizational structure and personnel ➤ Management and staff commitment

Table 1: Agenda

Model Number and Description		
5001	CMRP Training and Workshop Reliability Training and Workshops (in preparation for the CMRP exam) <ul style="list-style-type: none"> • Four 8-hr days. • Theoretical and demonstrative training. This training covers the 5 pillars included in the CMRP exam: <ol style="list-style-type: none"> 1. Management and Business 2. Reliability for industrial production 3. Equipment reliability 4. Works management 5. Organization and Leadership 	
Location and Dates		
Location:	John H. Carter Company, Inc. 17630 Perkins Road Baton Rouge, LA 70810 BTR Classroom	
Dates:	Monday, August 4th – Thursday, August 7th (lunch included)	
Pricing		
List Price	Existing PdM Contract Price	Multi-Seat Price
\$3,200.00	\$2,560.00 ^{1,3}	\$2,880.00 ^{2,3}
Note 1: All customers that hold an existing predictive maintenance contract with ControlWorx's Machinery and Engine Solutions Group will receive a 20% discount on this course. Note 2: All orders that contain more than one seat will receive a 10% discount on this course. Note 3: Only one discount may be applied per purchase; discounts cannot be combined.		

Table 2: Course Details and Pricing

- ❖ Limited availability. Please secure your seats by issuing a purchase order today.
- ❖ Please include the participant's name, email and phone number at the time of purchase. An Outlook Calendar invite will be issued to the participant for the workshop dates once order has been processed.
- ❖ The CMRP exam is not included in this proposal. Please contact your JHC representative for more information on the exam.

Thank you for the opportunity to present this proposal. Please feel free to contact me if you have any questions or if you need additional information.

Regards,

Machinery & Engine Solutions

John H. Carter Company, Inc. | A Member of the Emerson Impact Partner Network

T+ 225-755-1706 | reliability@johnhcarter.com | www.johnhcarter.com

Terms and Conditions of Sale

NOTE: These Terms and Conditions of Sale control the rights and responsibilities of the parties in connection with goods and/or services sold to any customer or purchaser of goods or services hereunder (hereinafter, "Buyer") by John H. Carter Co., Inc. its affiliates and/or its subsidiary, ControlWorx, L.L.C. (individually and/or collectively "Seller"). Please read this document carefully because of its significant legal consequences.

1. **ACCEPTANCE:** Acceptance by Seller of Buyer's order or proposal is expressly made conditional on assent to these Terms and Condition of Sale, either by written acknowledgement or by conduct by Buyer that recognizes the existence and controlling nature of these Terms and Conditions of Sale.

2. **FORM OF CONTRACT AND NO WAIVER:** Seller will not be deemed to have accepted any proposal or sales order through course of dealing, performance, implied consent, or waiver. Specifically, but without limitation, Seller's (i) supplying products or performing services in response to Buyer's purchase order or proposal, and/or (ii) failing to complain of Buyer's non-compliance with these Terms and Conditions of Sale or the presence of any conflicting terms and conditions in any other purchase order or similar document, and/or (iii) accepting payment for products or services, shall not be construed as acceptance of any terms and conditions proposed by Buyer. No attempted modification by Buyer of these Terms and Conditions of Sale will be effective against Seller unless expressly accepted in a writing signed by Seller's competent authority who has the express authority by Seller to make such agreements.

3. **CONFLICTING PROVISIONS VOID:** Seller hereby objects to and rejects any terms and conditions included in Buyer's purchase order or other writing or modification that conflict with these Terms and Conditions of Sale. Any inconsistent terms and conditions contained in Buyer's purchase order, terms and conditions, or any other writing that represents Buyer's offer are not a part of the agreement between Seller and Buyer and shall have no effect.

4. **PAYMENT:** Payment terms are net cash twenty (20) days from the date of Seller's invoice. Should a single order, or a group of orders for a single project (from a single Buyer) exceed \$100,000, progress payments will be required. Such progress payments will be made on the basis of one third of the total price being due upon acceptance of order, one third due upon 50% completion, and one third due at completion, unless otherwise agreed in writing. If payment is not made when due, the unpaid balance will be subject to a finance charge of two percent (2%) of the unpaid balance per month or at the highest interest rate allowed by law, whichever is lesser. The amount of all finance charges will be added to the balance owed to Seller. If Buyer fails to pay any invoice when due, or if the financial condition or credit of Buyer becomes unsatisfactory to Seller, Seller, at its sole option and without affecting any other lawful remedy, may change the terms of payment or suspend work and further deliveries, or both, until Buyer provides security or other assurances of performance as demanded by Seller. In the event Seller institutes legal or collection action against Buyer for non-payment, Buyer shall be liable to Seller for all reasonable costs and attorney's fees incurred by Seller in connection therewith. In the event of a dispute between Seller and Buyer regarding any separate sale(s), purchase(s), project(s), or service(s), Buyer shall not be entitled to withhold payments due Seller as a setoff for claims based on separate sale(s), purchase(s), project(s), or service(s).

5. **LIMITED WARRANTY:** Subject to the limitations contained below, Seller warrants that goods manufactured by Seller or consumables and services provided by Seller will be free from defect in materials and workmanship under normal care and use until the expiration of the applicable warranty periods hereafter set forth. Said goods are warranted for eighteen (18) months from the date of shipment or twelve (12) months from date of initial operation, whichever is the lesser. Said consumables and services are warranted for a period of ninety (90) days from the date of shipment or provision. If Buyer discovers any warranty defects and notifies Seller thereof in writing and during the applicable warranty period, Seller shall, at its sole discretion, promptly correct any errors that are found by the Seller in the services, or repair or replace at its manufacturing or service facility that portion of the goods found by Seller to be defective, or refund the purchase price of the defective goods/services. All replacements or repairs necessitated by inadequate maintenance, normal wear and usage, unsuitable environmental conditions, accident, misuse, or by improper installation, modification, repair, storage, or handling, or any other cause not the fault of Seller, are not covered by this limited warranty, and shall be at Buyer's expense. Seller shall not be obligated to pay any costs or charges incurred by Buyer or any other party except as may be agreed upon in writing and in advance by an authorized Seller representative. All costs of transportation and time and expenses of Seller's personnel for site travel and diagnosis under this warranty clause will be borne by Seller if it is determined to be a warrantable repair. If Seller determines that it is not a warrantable repair, these same costs shall be borne by the Buyer. Goods repaired, services rendered, and parts replaced during the warranty period shall be warranted for the remainder of the original warranty period or ninety (90) days, whichever is longer. This limited warranty is the sole warranty made by Seller and can be amended only in writing signed by an authorized representative of Seller.

Products purchased by Seller from a third party for resale to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. Buyer agrees that Seller has no liability for Resale Products other than making a reasonable commercial effort to arrange for procurement and shipping of the Resale Products. OTHER THAN AS EXPRESSED ABOVE, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AT LAW, BY CONTRACT, OR OTHERWISE, AS TO THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO ANY OF THE GOODS, CONSUMABLES OR SERVICES.

6. **LIMITATION OF REMEDY AND LIABILITY:** The parties agree that in no event shall either party's liability to the other and/or their affiliates extend to include incidental, consequential, punitive, or exemplary damages. The term "consequential damages" shall include, but not be limited to, lost or deferred production, loss of anticipated profits, loss of use, loss of revenue, and cost of capital.

7. **DELIVERY:** Seller's obligation is to deliver the goods F.O.B. Seller's warehouse, place of manufacture, or other place from which the goods are actually shipped within the U.S.A., at which point risk of loss shall pass to Buyer. Freight will be prepaid and added to invoice. Delivery dates given to Buyer in any manner are approximate. Seller will not be liable for failure to make delivery or delay in making delivery that directly or indirectly results from or is contributed to by any cause beyond Seller's reasonable control, including but not limited to: fire, flood or other acts of God; strikes or other labor disagreements; accidents; acts or requirements of government or civil authorities; riot; war; embargo; shortages of labor, material or energy; delays in transportation; failures or delays by subcontractors or suppliers; or necessary changes in production or shipment schedules. In the event of such delay, Seller will have the right to apportion available supplies among its customers, including Buyer, in any manner that Seller decides to be fair and reasonable, and any delivery date will be postponed for a period of time equal to the delay. If shipments are held at Seller's premises at request of Buyer, invoices will be rendered for all completed goods as though actually shipped, and Buyer will also pay Seller for all extra expenses incurred.

8. **CANCELLATION BY BUYER:** Buyer may cancel its order, or any part of it, by sending written notice of cancellation to Seller and by paying Seller a reasonable cancellation fee. The reasonable cancellation fee will be determined by Seller and will reflect, among other factors: the expenses already incurred, other commitments made by Seller, sales and administrative overhead, and profits. If Buyer has received any price discounts due to the quantity of goods ordered by Buyer, but has not purchased the applicable quantity at the time of cancellation, Buyer must also pay to Seller the difference between the price Buyer paid and the price it would have been paid had Seller's price been based on the quantity actually purchased.

8b. **RETURNS:** Credit for returned goods can only be considered for material returned with our permission and issuance of a John H. Carter Company returned goods authorization number (RGA#) or equivalent. Credit will be subject to our inspection and confirmation that the material is new, unused and in the original packaging, and may be subject to a restocking fee. Returns must be made within 90 days of receipt by customer. Credit can only be allowed for items normally carried in JHC inventory. If material is special-ordered at the customer's request, credit for return will be subject to the discretion and policies of the respective vendor or factory involved.

9. **PRICES:** Unless otherwise specified by Seller, Seller's prices for the goods shall remain in effect for thirty (30) days from the date of Seller's quotation or acceptance of the order for the goods, whichever occurs first; provided an unconditional, complete authorization for the immediate manufacture and shipment of the goods pursuant to Seller's standard invoicing procedures is received and accepted by the Seller from the Buyer within such time period. After such thirty (30) day period, Seller shall have the right to revise the price of the goods.

10. **PATENTS:** Seller warrants those goods manufactured by Seller and sold pursuant to these Terms and Conditions of Sale, or their use as provided below, do not infringe any valid U.S. Patent in existence as of the date of delivery. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and if Seller is affected, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller's warranty as to use only applies to infringements arising solely out of the inherent operation (i) of such goods or (ii) of any combination of goods sold hereunder in a manner designed by Seller. This warranty shall not apply to goods manufactured by Seller specifically for Buyer according to Buyer's specifications.

11. **INSTALLATION:** All goods shall be installed by and at the expense of the Buyer.

12. **TAXES AND FEES:** Buyer is responsible for payment of all taxes, including without limitation sales, use, income, federal, state, local, ad valorem, franchise, duties, levies, import, export, customs, stamp, excise, gross receipts, gross margin, gross profit, value added, and minimum or alternative minimum taxes on the good and services provided by Seller. Buyer is also responsible for payment of any employment related tax, fee, or charge, any utility, environmental taxes or fees, clearing and brokerage charges, surcharges, withholdings, occupational tax, deductions, contributions, or any other type of applicable tax or governmental fee pertaining to the sale of tangible personal property, rents, leases, consumable supplies which are not incorporated into a project, tangible personal property purchased for use in the performance of any said contract and not completely consumed, taxable services for movables, immovables, and/or repairs. Seller will include any such taxes and/or fees on its invoice to Buyer and remit any taxes and/or fees to the appropriate taxing authority. If Buyer believes it holds a valid tax exemption certificate, Buyer shall provide such certificate to Seller at or before the time that Buyer presents an order for the good or services to Seller. If Seller, in its reasonable discretion, determines the exemption to be valid, Seller will not collect any taxes or fees to which the exemption applies. If Buyer believes a refund may be due on any taxes or fees collected and remitted by Seller, Seller will use commercially reasonable efforts to assist Buyer in requesting a refund from the appropriate taxing authority but shall otherwise have no obligation to refund any taxes or fees to Buyer.

13. **SOFTWARE AND FIRMWARE:** Notwithstanding any other provision herein to the contrary, Seller or applicable third-party owner shall retain all rights of ownership and title in its respective firmware and software, including all copyrights relating to such firmware and software and all copies of such firmware and software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, royalty free license to use firmware and software, and copies of firmware and software, incorporated into the Goods only in conjunction with such Goods and only at the Buyer's plant site where the Goods are first used. Buyer may negotiate with Seller separate licenses to use such copies and firmware and software at other plant sites. Buyer's use of certain firmware (as specified by Seller) and all other software shall be governed exclusively by Seller's and/or third-party owner's applicable license terms.

14. **COMPLIANCE WITH CERTAIN LAWS:** Unless otherwise expressly provided herein, the goods shall be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, and Executive Order 11246 the provisions of which are incorporated herein by reference.

15. **ASSIGNMENT:** Buyer shall not (by operation of law or otherwise) assign its rights or delegate its performance hereunder without the prior written consent of Seller, and any attempted assignment or delegation without such consent shall be void.

16. **INDEMNIFICATION:** Buyer shall release, defend, indemnify, and hold Seller harmless against liability or obligation, whether in contract, tort (including but not limited to negligence and strict liability) or otherwise, with respect to any expense, loss, injury or damage to Buyer and to any other person or entity resulting from goods subjected to: (a) improper installation or storage; (b) accident, damage, abuse or misuse; (c) abnormal operating conditions or applications; (d) operating conditions or applications above the rated capacity of the goods; (e) operating conditions or applications not made known to or contemplated by Seller at the time of the agreement; or (f) a purpose or application other than or varying in any degree from that for which the goods were designed.

17. **GOVERNING LAW:** The validity, interpretation, and performance of these Terms and Conditions of Sale and any dispute connected herewith shall be governed and construed in accordance with the laws of the State of Louisiana, excluding its conflicts of laws rules.

18. **ENTIRE AGREEMENT AND SAVINGS CLAUSE:** These Terms and Conditions of Sale (and any of Seller's purchase or work orders in connection therewith) constitute a complete and exclusive statement of the agreement between Seller and Buyer. These Terms and Conditions of Sale control over any conflicting provision in any purchase or work order issued by Seller. There are no other promises, conditions, understandings, representations or warranties. All provisions are severable, and if any of these Terms and Conditions of Sale are found by a court of competent jurisdiction to be unenforceable, then the Terms and Conditions of Sale shall be deemed modified only to the extent necessary to make them enforceable.

19. **EXPORT CONTROLS STATEMENT:** The items that are sold and shipped to Buyer pursuant to any order/invoice are subject to the export laws of the United States and perhaps other countries as well. Seller and its subsidiaries are committed to compliance with all relevant export control laws. Buyer shall cooperate with any U.S. and foreign regulatory requirement or any government inquiry, audit, investigation or other inquiry, upon notice to Buyer by Seller or any relevant government or government agency, department, or division. If Buyer intends to resell or re-export these products to another country(ies), Buyer is hereby notified and aware that these products are sold and/or exported by Seller in accordance with U.S. export control laws. Buyer is hereby notified and aware that compliance with these laws is mandatory on all parties anywhere in the world under U.S. law and diversion of products or acts contrary to U.S. relevant foreign export laws is prohibited and may subject Buyer to significant penalties and other sanctions. Moreover, Buyer shall release, defend, indemnify and hold Seller harmless from or against any liability or obligation (including, but not limited to, penalties, other sanctions, and defense costs) arising from or in any way connected to Buyer's failure to comply with such laws or to cooperate with such government entities.

20. **HIRING OF EMPLOYEES:** Buyer agrees that during the execution of the Services by Seller, and for a period of 24 months after completion of the Services, Buyer will not directly or indirectly, individually or as a shareholder, investor, advisor, partner, member, manager, owner, director, officer, employee, consultant or agent of any corporation, partnership, limited liability company, or any other entity (a) solicit, encourage or have contact with any of Seller employees for the purpose of encouraging them to end their employment with Seller; (b) hire any employee of Seller; (c) solicit, encourage or have contact with any of Seller contractors or their employees for the purpose of encouraging them to end their relationship with Seller; or (d) hire any Seller contractor or employee of a Seller contractor.

If Buyer breaches this Section 20, in addition to any and all other remedies available to Seller in law or equity, Buyer shall pay as damages, and not as a penalty, \$125,000 for each breach. The parties agree that the foregoing damages shall not preclude Seller from obtaining any further damages, in law or in equity, in connection with any and all breaches in this Section 20. In addition, Buyer agrees that in the event that Seller institutes or becomes involved in any action to enforce or defend this Section 20, Seller shall be entitled to recover from Buyer its reasonable attorney's fees and costs related to such action.