

CITY OF CLEARWATER

PROPOSAL FOR

**MEDIA CHANGE OUT SERVICES
FOR THE
CLEARWATER ARSENIC TREATMENT
SYSTEM**

This proposal contains proprietary or confidential information of De Nora Water Technologies, Inc. (DNWT) regarding patent protected proprietary technologies and their implementation in the field, recommended uses and costs. Any such proprietary or confidential information disclosed herein is provided at buyer's request and solely for the purpose of enabling buyer to evaluate this proposal.

In receiving and reading this proposal, buyer agrees that it will not reveal or otherwise distribute its contents to any third party without DNWT's prior written consent. The foregoing limitation shall not preclude buyer from disclosing the contents of this proposal to its employees, on a need to know basis, who have the responsibility to evaluate and/or implement the program set forth in this proposal. This proposal shall at all times remain the exclusive property of DNWT until accepted by the party to which it was tendered.

DNWT Proposal P-19484 REV 1
11 JULY 2016



MEDIA CHANGE OUT SERVICES FOR CITY OF CLEARWATER, FL

1.0 INTRODUCTION

De Nora Water Technologies, Inc. (DNWT) is pleased to offer the City of Clearwater, FL this proposal the supply of new Bayoxide® E33 media, and services for media change-out and conditioning of (1) 14' diameter Arsenic Removal Filter and removal of media, inspection of underdrain, and replacement of media of (1) 14' diameter Arsenic Removal Filter at the Water Treatment Plant in Clearwater, Florida.

2.0 SCOPE OF WORK

DNWT will bring its own crew to the site to

- Remove the spent media from the lead vessel and dispose.
- Clean and inspect lead vessel.
- Install 6" gravel on top of underdrain
- Remove the media from the lag vessel by hand and place in sacks for reuse.
- Place the media from the lag vessel into the lead vessel, and put vessel back in service.
- Inspect lag vessel after media is removed to determine cause of lost media.
- Provide proposal to make necessary repairs to lag vessel.
- After repairs are completed the DNWT supplied crew will go back to site.
- Install 6" gravel on top of underdrain.
- Refill the lag vessel with virgin Bayoxide E33.
- Place lag vessel back on line.

Gravel Supply: DNWT will supply 1/8" x 1/16" Filter Gravel to be installed on top of the underdrain. (308) 50# bags will be delivered to the job site.

Media Supply: DNWT will supply virgin granular Bayoxide® E33 750-kg supersacks for the media change out. Ten (10) super sacks (520 cu. ft.) will be delivered to the job site.

Lag Vessel Change-Out Services: DNWT will provide all labor, expertise and equipment required for the removal, and replacement of media at the site listed above. The removal and replacement services include shoveling out the media and placing in sacks. Media will be placed in the lead vessel after that one is empty. DNWT will perform a visual inspection of the vessel to check general condition and to determine the cause of the media loss. DNWT Technician will explain the reason for the media loss to the Clearwater Representative and come up with a

repair/rework procedure. Once the vessel is repaired 6" of 1/8" x 1/16" gravel will be placed on top of the filter underdrain prior the filter being refilled with virgin media. Disinfection chemicals (supplied by Clearwater) will be added and media bed will be left to 'soak' for a period of time after which DNWT personnel will perform the initial backwash and the Adsorber will be placed back on-line. Not included in the price is the cost to perform the repairs that is causing the media loss.

Lead Vessel Change-Out Services: DNWT will provide all labor, expertise and equipment required for the removal and replacement of spent media at the site listed above. The removal and replacement services include pumping/sucking spent media out of the vessel(s) and placing into appropriate transportable container(s). DNWT will perform a visual inspection of the vessel to check general condition, and for any leaks or items of concern. 6" of 1/8" x 1/16" gravel will be placed on top of the filter underdrain prior to the filter being refilled with the media that was removed from the lag vessel, disinfection chemicals (supplied by Clearwater) will be added and media bed will be left to 'soak' for a period of time after which DNWT personnel will perform the initial backwash and the Adsorber will be placed back on-line.

These services will require taking the adsorber out of service for approximately three (3) days. Please note that the backwash water will be discharged to the backwash holding tank or a local sewer, ditch or pond. This will allow the media change out service to be done in the time estimated below. If this is not acceptable it is up to the City to arrange for disposal of backwash water or DNWT will charge for additional time required to wait for the backwash system to recover.

DNWT will transport and dispose of the spent media along with other waste (gravel, pallets and trash) off-site at a DNWT designated landfill.

Total time for this change out service is estimated to be three (3) days on site. See section 3.0 for qualifications on any additional time required to complete these services.

DNWT requires a minimum of four (4) weeks' notice for the proposed service to arrange media delivery and scheduling of a crew to perform the work. Services will be performed at a mutually agreed upon date.

3.0 QUALIFICATIONS AND CLARIFICATIONS

The following items and/or services are to be provided by others and are not considered to be part of DNWT scope of supply.

- Electric power for hand tools and use of restroom facilities for DNWT personnel and/or representative at each site.
- Disinfection chemicals for conditioning and the initial backwash of the filters.

- All permits for personnel access and work activities (i.e.; confined space entry permits) are to be ready upon arrival of DNWT personnel.
- The spent media must have a Toxicity Characteristic Leaching Procedure (TCLP) test done before disposal in order to confirm that it meets the federal guidelines of a non-hazardous material. The City is required to take a composite core sample from the filter and arrange for TCLP (8 RCRA metals) testing to be done. Cost for this testing is the responsibility of the City.

All our test work to date indicates the spent media will meet federal guidelines for non-hazardous material. DNWT assumes the government's criteria for hazardous and non-hazardous will not be changed. If any governmental authority determines that the spent media must be transported or disposed of as hazardous material any additional costs will be passed on to the City.

- All prices are based on the spent Bayoxide media being free flowing during the removal process. If the spent media is not free flowing and causes delays in the service, additional charges may apply.
- If the number of days on site is extended beyond the time outlined above and is due to Force Majeure, then DNWT will be allowed an appropriate number of day(s) extension. If additional days are required due to delays caused by parties other than DNWT then additional days will be allowed to complete the services and additional charges will be negotiated.
- Additional services can be purchased, if desired, at the rate of \$1,500.00 per day (8 hour/day max.) including travel days. Plus travel and living expenses charged at cost.

When the DNWT field representative and crew arrive on-site for the scheduled service, the vessel should be drained of water and all equipment must be ready for work to begin. If equipment is not ready then our standard per diem rate, plus travel and living expenses, will apply.

Prior to the scheduled service the City will need to provide DNWT with a copy the TCLP test results and the Chain of Custody form for the sample. In addition the City will be required to sign a Waste Profile form confirming that the material has been tested and is acceptable for disposal.

4.0 PRICE AND PAYMENT SCHEDULE

DNWT will deliver the materials and service described herein for a lump sum price of **\$134,615.00** and is broken out as follows:

- Task 1 Price: **\$27,315.00**

Remove and dispose of the spent media in Vessel “B”. Add a layer of silica gravel to “B”. Move the substantially good media in vessel “A” (“A” has the broken drain) to vessel “B”. Place Vessel “B” back in service.

- Task 2 Price: To Be Determined based on results of inspection

Repair the underdrain system of vessel “A”

- Task 3 Price: **\$107,300.00**

Add a layer of silica gravel to vessel “A”. Add new media to vessel “A”

Payment Terms are net 30 days after invoice. When possible all invoices will be submitted by the 25th day of the month. Interest will be billed at 1-1/2% per month on invoices unpaid after thirty (30) days or the maximum allowable by law, whichever is less.

Payment shall be made as follows:

100% upon completion of the media change out

5.0 **ACCEPTANCE OF PROPOSAL**

Acceptance of this proposal is based on the incorporation of any referenced documents including but not limited to an insurance certificate, and the attached Standard Terms and Conditions of Sale are incorporated herein and are agreed to be a material part of this Agreement.

AGREED BY:
De Nora Water Technologies, Inc.

AGREED BY:
City of Clearwater

(Name)

(Name)

(Title)

(Title)

(Date)

(Date)



DE NORA WATER TECHNOLOGIES, INC.

STANDARD TERMS AND CONDITIONS OF SALE

1. APPLICABLE TERMS

- 1.1 The sale of goods and related services (if any) hereunder (collectively, the "Product(s)") is limited to and made expressly conditional on Buyer's acceptance of these terms and conditions of sale.
- 1.2 These terms and conditions shall control over any inconsistent or additional terms or conditions proposed or issued by Buyer or Seller, including any additional or different terms contained in any purchase order, acknowledgement, proposal or other communication, written or otherwise unless specifically agreed to in writing by both parties.
- 1.3 Buyer's acceptance of delivery or the full or partial payment of the purchase price hereunder, shall constitute Buyer's acceptance of all the terms and conditions stated herein, notwithstanding any other inconsistent terms and conditions, prior dealings or usage of trade.
- 1.4 No modification of these terms and conditions (including any special terms and conditions, changes in scope, specifications, price or delivery schedule) shall be of any force or effect unless agreed in writing and signed by both parties.

2. PRICES AND PAYMENT TERMS

- 2.1 All prices and payments shall be in U.S. currency. Unless specifically noted otherwise in Seller's Documentation, prices are exclusive of any and all sales, use, excise, ad valorem, property or other taxes due or applicable to this transaction. Buyer shall pay directly or reimburse Seller immediately upon demand for any and all such taxes.
- 2.2 Buyer shall pay the full purchase price as set forth on the face of this document or that certain document to which these terms are attached ("Seller's Documentation"), without any deduction by way of set-off, counterclaim, discount or otherwise.
- 2.3 Unless otherwise stated on the face hereof, payment terms are Net Thirty (30) Days from date of invoice. Payment of retention, if any, shall be made no later than 30 days from Product Acceptance pursuant to the terms hereof or 180 days from date of shipment, whichever occurs first.
- 2.4 Any payments delayed beyond thirty (30) days from the specified due date shall be subject to interest on the unpaid balance at the rate of one and one-half (1-1/2%) percent per month or the maximum rate permitted by applicable law, whichever is less. Seller reserves the right, among other remedies, to suspend further deliveries in the event Buyer fails to pay for any one shipment when payment becomes due. All orders are subject to credit approval. Should Buyer's financial condition become unsatisfactory to Seller, Seller shall have the right, at its option, to payment in advance, to cash payment upon delivery or to satisfactory security.
- 2.5 Buyer hereby irrevocably grants Seller a security interest in the Products until such time as Buyer makes full payment of the purchase price. Buyer agrees, if requested, to execute a financing statement as may be necessary to perfect and maintain such security interest including the execution and delivery to Seller of a UCC-1 financing statement.

3. DELIVERY AND RISK OF LOSS

- 3.1 Delivery dates set forth in Seller's Documentation are approximate and Seller will make all reasonable efforts to meet same. Timely delivery is subject to prompt receipt from Buyer of accurate and complete technical and shipping information. Seller reserves the right to make partial shipments, invoices for which shall be due and payable in accordance with the payment terms specified in the paragraph 2.3 above.
- 3.2 Unless otherwise modified by Seller's Documentation, shipping terms are F.O.B. Seller's facility. All Products shall be shipped to the location specified by Buyer. Buyer must provide Seller with specific written instructions as to Buyer's preferred method of shipment or common carrier. In the absence of such instructions from Buyer, method of shipment shall be at Seller's discretion.
- 3.3 All shipping, handling and insurance costs are to be paid by Buyer. Buyer is liable for compliance with all laws and regulations governing the unloading, storage, handling and use of all Products.
- 3.4 Whether or not installation services are performed by Seller, title and risk of loss shall pass to Buyer at the time that the Products are placed with a common carrier for shipment to the location designated by Buyer. Buyer shall bear all risk of loss in transit. Any claims for damages, loss or delay in transit should be made immediately by Buyer directly to the carrier.

- 3.5 In the event Buyer requests a postponement of delivery beyond the date specified in Seller's Documentation, Seller may invoice the Buyer and title and risk of loss shall pass to Buyer at such time as Products are made available for shipment, but in no event earlier than the delivery date specified in Seller's Documentation. If delivery is postponed by Buyer, Seller shall endeavor but shall not have the obligation to either store the Products or secure a storage location at Buyer's expense and based upon terms and conditions agreeable to the parties.
- 3.6 Prior to installation, Products must be stored by Buyer in accordance with the storage instructions that may be a part of Seller's instructions for Products installation, maintenance and care. In the absence of specific instructions, Products must be stored prior to their installation in an enclosed space affording protection from weather, dust and physical damage and providing appropriate temperature, humidity and ventilation conditions to prevent deterioration.
- 3.7 Buyer's failure to follow Seller's storage instructions may cause damage to the Products and will void the warranties provided hereunder. Seller shall have the right to inspect Products stored by Buyer prior to installation. If Products are stored by Buyer for a period of 90 days or more, Buyer shall reimburse Seller for all reasonable costs of inspection.

4. PRODUCT ACCEPTANCE

- 4.1 Except for Products that are not assembled at Seller's facility, Buyer has the right to inspect Products at Seller's facility prior to shipment provided that advance written arrangements are made by Buyer and are confirmed in writing by Seller. Any and all costs associated with inspection and testing requested by Buyer at Seller's facility will be paid by Buyer.
- 4.2 Buyer shall inspect the Products within a reasonable period of time following receipt at the point of destination and prior to conducting any Acceptance Test to determine if the Products are damaged, incomplete or do not otherwise conform to Buyer's request.
- 4.3 If Buyer receives Products with visible or suspected damage or loss, including damages to the packaging, or with discrepancies in specification, Buyer shall make relevant notes in receiving documents and notify Seller immediately. Such notice shall be reasonably detailed and shall specify the damage or discrepancy.
- 4.4 Buyer's failure to inspect the Products and give written notice to Seller of any alleged defects or non-conformity within a reasonable time after receipt at the point of destination shall waive Buyer's right to reject the Products and return them to Seller for credit and Buyer's sole remedy for nonconforming or defective Products shall be warranty claims made in accordance with Article 7 herein.
- 4.5 For purposes of this Article 4, "reasonable period of time" means a period of time that is not immoderate or excessive, in accordance with industry standards.
- 4.6 If Seller's Documentation provides that the Products are subject to specific acceptance testing (the "Acceptance Test") in order to verify Product performance in accordance with agreed specifications, the Products shall be deemed fully accepted when they have satisfied the requirements of the Acceptance Test. Buyer's remedy for Products that have failed an Acceptance Test or are in the warranty period shall be limited, at Seller's sole discretion, to the repair or replacement of such Products.
- 4.7 Notwithstanding any right conferred upon the Buyer to inspect or test the Products prior to acceptance, any use or alteration of the Products by Buyer, its agents, employees or licensees, for any purpose after delivery thereof, shall constitute Buyer's irrevocable acceptance of the Products. Accordingly, in the event of any discovery by Buyer of a non-conformity or defect following such acceptance of the Products, Buyer's sole recourse is a warranty claim pursuant to the warranty provisions stated in Article 7 herein.

5. INSTALLATION AND/OR START UP SERVICES

- 5.1 If Seller's scope of supply includes installation supervision and/or start up services, Buyer will confirm to Seller at least two (2) weeks prior to the date Seller's personnel will be required on site to perform such services that Buyer has fully completed all work necessary for such installation and/or start up services in accordance with Seller's instructions. In the event that the completion of such services is delayed by Buyer for any reason not the fault of Seller following Seller's arrival on site, Buyer shall pay for any additional costs resulting from the delay.
- 5.2 To the extent that Seller's scope of supply includes supervising the installation of the Products, Seller shall not be responsible for the means and methods selected for such installation, nor for the manner in which such installation services are performed, including the efficiency, adequacy and safety of same. Seller makes no warranty, express or implied, with respect to such installation and/or start up services, except that the Seller shall be responsible for any claims or damages resulting from its own negligence.

6. CANCELLATION

- 6.1 Unless otherwise provided in Seller's Documentation, if Buyer cancels or partially cancels an order, Buyer shall promptly pay Seller for all work performed on account of the Products prior to cancellation plus any other reasonable costs incurred by Seller as a result of such cancellation including, if applicable, an appropriate restocking fee.

7. WARRANTY

- 7.1 Subject to the conditions stated below, Seller warrants the Products against defects in materials and workmanship for a period of eighteen (18) months from the date in which title has passed to Buyer or twelve (12) months from the date of installation of the Products, whichever occurs first.
- 7.2 Seller shall, at its option, repair or replace any Products or components thereof that prove upon examination to the satisfaction of Seller to be defective. In addition, any part or component that has been repaired or replaced shall be warranted for a period equal to the longer of (i) the remaining warranty period hereunder; or (ii) one year from the date of such repair or replacement.
- 7.3 In the event that Seller fails to initiate a corrective action plan to repair or replace the defective components within ten (10) days following Buyer's notification, Buyer may, at their option, take action to repair or replace such defective product and Seller shall bear the direct and commercially reasonable cost for parts and labor thereof. In such circumstances, Seller has no warranty obligation with regard to the repair or replacement performed by Buyer. Further, if Buyer improperly repairs or replaces the defective Products and/or uses incompatible components, Seller is not responsible for any costs, damages or malfunctions resulting therefrom.
- 7.4 Any alteration, disassembly, storage or use of the Products not in accordance with Seller's instructions shall void the warranty. Buyer assumes full responsibility in the event Buyer uses the Products in combination with other goods or in any manner not stated in Buyer's specifications provided prior to sale.
- 7.5 All costs associated with removing the Products from service and re-installing same following examination, repair or replacement are to be borne by Buyer. Seller may, in its sole discretion, require that the Products be shipped to Seller's facility for examination, repair or replacement. All transportation costs to and from Seller's facility, if required, are to be prepaid by Buyer.
- 7.6 THE WARRANTIES SET FORTH HEREIN, IF ANY, ARE MADE EXPRESSLY IN LIEU OF OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, EVEN IF THAT PURPOSE IS KNOWN TO SELLER, IS HEREBY EXPRESSLY EXCLUDED; PROVIDED, HOWEVER, THAT THE PRODUCTS ARE WARRANTED TO CONFORM IN ALL MATERIAL RESPECTS TO THE RELEVANT AND KNOWN SPECIFICATIONS, AND PERFORMANCE STANDARDS, INCLUDING ANY MUTUALLY AGREED MODIFICATIONS THERETO.
- 7.7 SELLER'S LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY FAILURE BY SELLER TO SUPPLY PRODUCTS THAT MEET THE FOREGOING WARRANTY IS EXPRESSLY LIMITED TO, AT SELLER'S OPTION, THE REPAIR OR REPLACEMENT OF THE NON-CONFORMING PRODUCTS. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, INCOME, PROFIT, CAPITAL OR BUSINESS OPPORTUNITY EVEN IF SELLER HAS BEEN ADVISED OF SUCH POSSIBLE INCOME, PROFIT, CAPITAL OR BUSINESS OPPORTUNITY.

8. INDEMNIFICATION

- 8.1 Buyer and Seller shall each defend, indemnify and hold the other harmless from and on account of all bodily injury and property damage claims asserted by third parties as a result of the other's negligent acts or omissions. To the extent that both Buyer and Seller are determined by a finder of fact to be negligent and the negligence of both is a proximate cause of a claim by a third party against either Buyer or Seller, then in such event, Buyer and Seller shall each be responsible for a portion of the liability, including costs and expenses, attributable to its comparative share of the total negligence.
- 8.2 Seller agrees to indemnify and hold harmless Buyer against any third party claim alleging that the Products infringe upon a valid and enforceable United States patent, provided Buyer gives Seller written notice immediately when such claim is asserted, directly or indirectly.
- 8.3 Notwithstanding the foregoing, Seller shall have no liability to Buyer if any patent infringement or claim thereof is based upon or arises out of (a) compliance with designs, plans or specifications furnished by or on behalf of Buyer; (b) use of the Products in a manner for which the Products were neither designed nor contemplated; or (c) the

claimed infringement of any patent in which the Buyer or any affiliate or subsidiary of Buyer has any direct or indirect interest by license or otherwise.

9. INSURANCE

9.1 Seller agrees to maintain the following levels of insurance coverage:

- Commercial General Liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. The Commercial General Liability insurance shall include coverage for bodily injury, property damage, products/completed operations and contractual liability;
- Automobile Liability insurance with a combined single limit of \$1,000,000; and
- Workers' Compensation insurance in compliance statutory limits and Employer's Liability insurance with a limit of \$1,000,000

9.2 Buyer agrees to maintain Commercial General Liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, including contractual liability.

10. LIMITATION OF LIABILITY

- 10.1** Seller's total liability to Buyer with respect to any cause of action or claim hereunder shall not exceed the purchase price payable hereunder.
- 10.2** In no event shall Seller be liable, either directly or as indemnitor of Buyer, for any special, punitive, indirect or consequential damages, including but not limited to damages for loss of use, loss of income or loss of profit.
- 10.3** Notwithstanding the above, this limitation of liability shall not apply to: a) claims brought directly against the Seller by unrelated third parties; and b) claims arising from Seller's gross negligence or willful misconduct.
- 10.4** All of Buyer's claims or actions of any description whatsoever against the Seller shall be brought not later than one (1) year after the occurrence of the event upon which each such claim or action is based.

11. FORCE MAJEURE

- 11.1** Seller shall not be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure.
- 11.2** Force Majeure shall mean any act, event or condition that is beyond Seller's reasonable control, that materially and adversely affects Seller's ability to perform its obligations hereunder, and that is not the result of Seller's willful neglect, error, omission or failure to exercise reasonable due diligence.
- 11.3** If Seller is unable to perform any of its obligations hereunder as a result of a Force Majeure event, Seller shall be required to resume performance upon termination of the event and shall have reasonable additional time for performance.
- 11.4** In addition, to the extent that a Force Majeure event increases Seller's cost of performance hereunder, Buyer shall bear all such additional costs of performance, excluding any costs that are covered by Seller's insurance.

12. DEFAULT AND TERMINATION

- 12.1** The substantial failure of either party to comply with the terms of this contract shall constitute default hereunder. Upon default by one party, the other nondefaulting party shall provide written notice clearly specifying the nature of the default. The defaulting party shall have thirty (30) days to cure the default.
- 12.2** The defaulting party shall have thirty (30) days to cure the default. If the default is capable of being cured within thirty (30) days and is not cured within thirty (30) days, this contract may be terminated.
- 12.3** In the case of default that cannot be cured within thirty (30) days, this contract shall not be terminated so long as the defaulting party has given written notice of extension to the other party and the defaulting party has commenced and is diligently pursuing a cure.

- 12.4 In the event of any termination, Seller shall be paid for Products delivered and services rendered (including Products specifically manufactured/assembled or special ordered for the Buyer that have yet to be supplied) through the date of termination.
- 12.5 For purposes of this contract, the failure of Buyer to pay Seller in accordance with the payment terms hereunder shall be considered a substantial default for which no cure period beyond 30 days shall be allowed.
- 12.6 In the event the Buyer's default, Seller may, in addition to the right to terminate set forth in this paragraph, elect to suspend work until the default has been cured.
- 12.7 No delay or omission on the part of the Seller in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy on any future occasion.

13. INTELLECTUAL PROPERTY

- 13.1 All devices, equipment, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller in connection with the Products sold hereunder shall remain Seller's exclusive property. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
- 13.2 Buyer will not undertake any analyses or "reverse engineering" of the products for the purpose of designing, developing or manufacturing by the Buyer or by any third party of products that compete with the Product(s).
- 13.3 Seller will retain sole ownership of all discoveries, improvements, inventions, patents, trademarks, copyrights, know-how, trade secrets, or other intellectual property rights associated in any way with the Products. The parties specifically agree that all improvements, inventions, discoveries and copyright in works of authorship, including those in formative stages, made by either party hereto (either alone or jointly with others) improving upon or related to the Products shall from the time of conception or, in the case of works of authorship, from the time of creation, be the property of Seller.

14. RELIANCE ON INFORMATION

- 14.1 Buyer acknowledges that Seller has used and relied upon information provided by the Buyer, if any, regarding site conditions, specifications and other technical requirements in the design, installation and start-up of its Product(s). Seller shall not be obligated to establish or verify the accuracy of the information furnished by the Buyer nor shall Seller be responsible for the impact or effect on its Products(s) and any services provided by Seller hereunder of the information furnished by the Buyer in the event that such information is in error.

15. MISCELLANEOUS PROVISIONS

- 15.1 These terms and conditions constitute the entire contract of sale and purchase between Buyer and Seller and supersede all prior or contemporaneous communications, representations, understandings or agreements, whether written or oral, unless such document states that it intends to modify this contract and is signed by both parties.
- 15.2 No modification of this contract (including changes in scope, specifications, price or delivery schedule) shall be of any force or effect unless made pursuant to a writing signed by both parties. No course of dealing or performance or usage of trade may be used to modify this contract.
- 15.3 The failure on the part of either party to enforce its rights as to any provisions herein shall not be construed as a waiver of its rights to enforce such provisions in the future.
- 15.4 Should any provision of this contract for any reason be declared invalid or void, such declaration will not affect the remaining provisions of this contract, which shall remain in full force and effect.
- 15.5 Buyer may not assign or permit any other transfer of this contract without Seller's prior written consent.
- 15.6 Buyer shall strictly comply with and refrain from exporting or re-exporting the Products in violation of, United States' laws regarding trade restrictions and embargoes, as such laws may be amended from time to time.
- 15.7 This contract is entered into solely between, and may be enforced only by, the Buyer and Seller; and this contract shall not be deemed to create any rights in third parties, including customers of the Buyer, or to create any obligations to any such third parties.



15.8 These terms and conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.