



**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

## **1.0 DEFINITIONS**

A. **Agreement** means this binding legal contract between City and Vendor whereby City is authorized to buy specified services and Vendor is obligated to sell same. The Agreement includes the following: (a) Vendor's Proposal; and (b) any exhibits and/or addenda thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) Pages 1-9 of this Agreement;
- (2) Vendor's Proposal;
- (3) Any addenda, exhibits, and attachments.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date set out in the introductory paragraph above.

D. **Goods and Services** mean the specified services, supplies, materials, commodities, or equipment, as described in the Proposal.

E. **Vendor** means Veolia Water Technologies Treatment Solutions USA Inc., or any successors or assigns.

## **2.0 EFFECTIVE DATE AND TERM**

A. This Agreement shall remain in full force and effect until it expires as indicated herein or is terminated in accordance with **Section 15.0**.

B. The term of this Agreement shall be for sixty (60) months from the Effective Date.

## **3.0 CONTRACT DOCUMENTS AND EXHIBITS**

City selected Vendor to supply the Goods and Services as outlined in the Proposal; any Addenda as contained in **Exhibit "A,"** incorporated herein by reference for all purposes. The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the Proposal and any Addenda.

The Goods and Services which are the subject matter of this Agreement are described in **Exhibit "A"** and, together with this Agreement, comprise the total Agreement and **Exhibit A** is a part of this Agreement as if repeated herein in full.

#### **4.0 SCOPE OF WORK**

Vendor shall satisfactorily provide all Goods and Services described in **Exhibit “A,”** attached hereto, within the contract term specified in **Section 2.0.** Vendor’s undertakings shall be limited to Goods and Services for City and/or advising City concerning those matters on which Vendor has been specifically engaged. Vendor shall provide its Goods and Services in accordance with this Agreement and Exhibit A and with due care, and in accordance with prevailing industry standards for comparable Goods and Services.

#### **5.0 COSTS**

A. In consideration for the Goods and Services to be provided by Vendor, City agrees to pay Vendor the amounts set forth in **Exhibit “A.”**

B. The City is authorized to pay the Vendor an amount not-to-exceed **\$318,172.70,** for the term of this Agreement.

#### **6.0 INVOICES**

All invoices shall include, at a minimum, the following information:

1. Name and address of Vendor;
2. Purchase Order Number;
3. Description and quantity of items received; and
4. Delivery dates.

#### **7.0 NON-APPROPRIATION AND FISCAL FUNDING**

This Agreement is a commitment of City’s current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement if the governing body of City does not appropriate funds sufficient to purchase the Goods and Services as determined by City’s budget for the fiscal year in question. City may affect such termination by giving the Vendor written notice of termination.

#### **8.0 PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Vendor will be made within thirty (30) days of the date City receives Goods and Services under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the Goods and Services, whichever is later. Vendor may charge interest on an overdue payment at the rate in effect on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to

payments made by City in the event:

1. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
2. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
3. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
4. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

## **9.0 GRATUITIES AND BRIBES**

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

## **10.0 TAXES**

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

## **11.0 INSURANCE**

Vendor shall meet all City insurance requirements set forth in the IFB and on the City's website at:

<https://www.roundrocktexas.gov/wp-content/uploads/2024/12/CORR-Insurance-08-2024.pdf>

## **12.0 CITY'S REPRESENTATIVE**

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

John Heaps, Utilities Services Superintendent  
Public Works Department  
Round Rock, TX 78664  
(512) 218-6637  
[jheaps@roundrocktexas.gov](mailto:jheaps@roundrocktexas.gov)

### **13.0 RIGHT TO ASSURANCE**

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

### **14.0 DEFAULT**

If Vendor abandons or defaults under this Agreement, Vendor shall be declared in default of this Agreement if it does any of the following and fails to cure the issue within thirty (30) days of receipt of written notice:

1. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
2. Becomes insolvent or seeks relief under the bankruptcy laws of the United States and is unable to perform its material obligations under the Agreement.

### **15.0 TERMINATION AND SUSPENSION**

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon written notice to Vendor, the "Date of Termination."

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after the Date of Termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement up to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

## **16.0 INDEMNIFICATION**

Vendor shall indemnify and hold harmless City, in successors, assigns, officers, employees and elected officials from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of the Buyer, its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by the joint or concurrent negligence of Vendor and City, the loss shall be borne to each party in proportion to the negligence.

## **17.0 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES**

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

**18.0 ASSIGNMENT AND DELEGATION**

The parties hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

**19.0 NOTICES**

A. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- 1. When delivered personally to recipient’s physical or email address as stated in this Agreement; or
- 2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient’s address as stated in this Agreement.

**Notice to Vendor:**

Vendor: Veolia Water Technologies Treatment Solutions USA, Inc.  
 Address: 600 Willow Tree Road  
 Leonia, NJ 07605

**Notice to City:**

City Manager		Stephanie L. Sandre, City Attorney
221 East Main Street	AND TO:	309 East Main Street
Round Rock, TX 78664		Round Rock, TX 78664

B. Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

**20.0 APPLICABLE LAW, ENFORCEMENT, AND VENUE**

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

**21.0 EXCLUSIVE AGREEMENT**

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

## **22.0 DISPUTE RESOLUTION**

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement, or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

## **23.0 SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

## **24.0 MISCELLANEOUS PROVISIONS**

**A. Standard of Care.** Vendor represents that it employs trained, experienced, and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities, and duties shall be performed in a manner according to generally accepted industry practices.

**B. Binding Agreement.** This Agreement shall extend to and be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, successors and assigns.

**C. Multiple Counterparts.** This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]

**IN WITNESS WHEREOF**, City and Vendor have executed this Agreement on the dates indicated.

**Veolia Water Technologies Treatment Solutions USA, Inc.**

By: Eduard Salsas  
Printed Name: Eduard Salsas  
Title: Contracts Manager  
Date Signed: 1/14/2026

**City of Round Rock, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**For City, Attest:**

By: \_\_\_\_\_  
Ann Franklin, City Clerk

**For City, Approved as to Form:**

By: \_\_\_\_\_  
Stephanie L. Sandre, City Attorney

**EXHIBIT “A”**  
**(PRICING)**

		Veolia Water Technologies Treatment Solutions USA Inc. 600 WILLOW TREE RD LEONIA NJ 07605 UNITED STATES  PHONE: 1-201-676-2525			<h1>Quotation</h1>		
		<b>Quote Date</b> 31JUL2025		<b>Quotation Exp. Date</b> 31AUG2025		<b>Veolia TS Quote</b> <b>20675584</b>	
<b>Sales org.</b> B611		<b>Sales Representative / Contact</b> Dan Pence			<b>Reference</b> UV Parts		
<b>Sold to : 1000151128</b> CITY OF ROUND ROCK 221 E MAIN STREET ROUND ROCK TX 78664-5299 UNITED STATES				<b>Ship to : 4000243522</b> ROUND ROCK BRUSHY CREEK WWTP 3939 EAST PALM VALLEY BLVD ROUND ROCK TX 78665-9443 UNITED STATES			
<b>Bill to : 0000510334</b> CITY OF ROUND ROCK 221 E MAIN STREET ROUND ROCK TX 78664-5299 UNITED STATES				<b>Payment terms</b> Net 30 Days From Invoice Date			
				<b>Inco terms</b> FCA FACTORY			
				<b>Currency:</b> U.S. Dollar			
				<b>Freight:</b> Freight PrePaid and Add			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount	
10	X0016H19 LAMP 58" ARC 20" 20AWG PIGTAIL 40HO WARM 150 EA	150	EA	31.00	EA	4,650.00	
20	X0015H13 JACKET, QUARTZ, 67" TT NB, UV 40-HO 240 EA	240	EA	26.00	EA	6,240.00	
30	X0029H01 BALLAST, ASSEMBLY, 230V, UV 40-HO 110 EA	110	EA	270.00	EA	29,700.00	
40	X0057H01 DCA Assembly 40-HO 4 EA	4	EA	722.16	EA	2,888.64	
50	X0056H01 LAMP CONTROL ASSEMBLY LCA 40 HO UV 10 EA	10	EA	494.19	EA	4,941.90	
60	X0017H06 PHOTOCELL, SENSOR, W/AMP, UV 40-HO 2 EA	2	EA	1,600.00	EA	3,200.00	
70	59810G02						

Thank you for your Consideration. To place an order, please email signed Purchase Orders to the Customer Care:  
 csc.treatmentsolutions@veolia.com.  
 To ensure that you receive the pricing quoted, please reference this quotation number on your order.  
 All sales are subject to our terms and conditions, contained with this quotation.  
 Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless specifically indicated in  
 the materials listing above.  
 Pricing above does not include applicable taxes, which will be applied at time of order.

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				FCA FACTORY			
<b>Currency:</b> U.S. Dollar				<b>Freight:</b> Freight PrePaid and Add			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount	
	DCA Circuit Board 40-HO 3 EA	3	EA	330.00	EA	990.00	
90	X0027H01 TOP LAMP SUPPORT ASSY 50 EA	50	EA	15.50	EA	775.00	
100	X0025G03 BRUSH, INVERTED SPIRAL, UV 40-HO 12 EA	12	EA	8.40	EA	100.80	
110	X0028H03 SWITCH DISCONNECT 3 POLE 60 AMP UV 3 EA	3	EA	80.00	EA	240.00	
120	X0024G29 Fan, 230V, Salt/Fog, UV40-HO 24 EA	24	EA	150.00	EA	3,600.00	
130	X0085H01 FAN CORD SET 24 EA	24	EA	5.50	EA	132.00	
140	X0078H02 HEAT TRANSFER COMPOUND TUBE, 3 OZ,						

Thank you for your Consideration. To place an order, please email signed Purchase Orders to the Customer Care:  
csc.treatmentsolutions@veolia.com.  
To ensure that you receive the pricing quoted, please reference this quotation number on your order.  
All sales are subject to our terms and conditions, contained with this quotation.  
Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless specifically indicated in  
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				<b>Currency:</b> U.S. Dollar			
				<b>Freight:</b> Freight PrePaid and Add			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount	
160	50 EA X0048H01 WIRING HARNESS BALLAST INTERCONNECT US	50	EA	31.00	EA	1,550.00	
190	15 EA 61809G02 DATA CABLE ASSY "B" & HO SYSTEMS 70FT	15	EA	209.32	EA	3,139.80	
200	12 EA P0278007 BATTERY, LITHIUM, 3.6V,	12	EA	94.70	EA	1,136.40	
210	20 EA 3212600 CLIP,SPACER,SS,AQ.S,40HO,40HO-S	20	EA	7.70	EA	154.00	
	200 EA	200	EA	0.98	EA	196.00	
Freight will be prepaid and added to the invoice.							
NET PRICE						USD	63,634.54
<b>TOTAL AMOUNT</b>							<b>63,634.54</b>

Thank you for your Consideration. To place an order, please email signed Purchase Orders to the Customer Care:  
 csc.treatmentsolutions@veolia.com.  
 To ensure that you receive the pricing quoted, please reference this quotation number on your order.  
 All sales are subject to our terms and conditions, contained with this quotation.  
 Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless specifically indicated in  
 the materials listing above.  
 Pricing above does not include applicable taxes, which will be applied at time of order.

## Veolia Treatment Solutions Inc. Terms and Conditions of Sale

1. **Exclusive Terms and Conditions.** Together with any other terms that any legal entity that is part of the Veolia Treatment Solutions Inc. business ("Seller") and the legal entity purchasing the Goods and Services ("Buyer") agree to in writing, # together with the last proposal in order of time issued by the Seller - these Terms and Conditions of Sale form the exclusive terms ("Agreement") whereby Buyer agrees to purchase, and Seller agrees to sell products and equipment ("Goods") and provide advice, instruction and other services in connection with the sale of those Goods ("Services"). Buyer agrees that this Agreement will control the relationship by accepting Goods and Services from Seller, even if Buyer sends to Seller other terms and conditions to which Seller may not respond.

2. **Buyer Obligations.** Seller will not control the actual operation of either Buyer's systems or Goods at the site, and unless otherwise specifically agreed in writing, application and/or installation of Goods shall be the responsibility of Buyer. Goods and Services provided hereunder are based upon the information Buyer makes available to Seller, and Seller reserves the right to utilize the most compact and feasible design compatible with sound engineering practices, and to make changes in details of design, construction and arrangement of Goods unless precluded by limitations (including, but not limited to actual space and feedwater/substance quality specifications) specified by Buyer in writing at the time an order is placed. If no such limitations are specified, Seller shall not be held responsible for incompatibility of the Goods and Services due to changes in feedwater/substance quality specifications or site conditions nor for incompatibility with actual space or design limitations, which were not initially disclosed by Buyer and become apparent at a later date. For Services to be accurate and Goods to work as intended, Buyer must fulfill the following obligations ("Obligations"): (a) provide Seller complete and accurate information and data relevant to the scope of work to be provided, such as information related to Buyer's site conditions, systems, related equipment and processes, feedwater or other substances to be treated or measured with the Goods, including any hidden, unapparent, or changing conditions that may affect the effectiveness of the Goods; (b) operate all related systems and the Goods within the agreed to control parameters or, if none, within industry customary operating conditions; (c) maintain all related systems and Goods in good operating condition and repair; and (d) maintain and handle Goods in a proper and safe manner. If Buyer fails to fulfill the foregoing Obligations, Seller shall be relieved of any obligations with respect to warranties or any other commitments made to Buyer in writing, and Seller shall have no liability for any loss, damage or injury which Buyer may sustain or for which Buyer may be liable. Buyer is solely responsible for the operation of Buyer's systems, including ensuring that the systems are operated and maintained properly and comply with all laws, rules, regulations, license conditions and orders. Seller will not operate, inspect, or maintain Buyer's systems or act as a licensed operator as defined by local regulatory authorities. Goods and Services sold by Seller are not intended for use in connection with any nuclear facility or activity. Buyer shall not sell or permit the use of the Goods in connection with any nuclear installation or activity without the prior written consent of the Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability. Buyer shall be responsible for using or disposing of all Goods, including the empty packaging in which Goods were contained once delivered to Buyer and where applicable such disposal should be pursuant to Section 9 herein. Buyer shall maintain all risk property and boiler and machinery breakdown insurance covering the full replacement value of Buyer's site, systems and related equipment, together with business interruption coverage, which includes a waiver of subrogation in favor of Seller and its affiliates. Prior to commencement of any work under this Agreement, and not less than annually thereafter during the term of this Agreement, Buyer shall deliver to Seller a certificate(s) of insurance and copy of waiver of subrogation endorsement evidencing that the foregoing insurance is in full force and effect. Seller shall maintain types and amounts of insurance against loss or damage and such other risks as customarily insured against by businesses whose operations are comparable to those of the Seller. Seller shall not be obliged to add Buyer or any other third party as an additional insured under Seller's insurance policies.

3. **Delivery.** All delivery designations are INCOTERMS 2010. Except for the provisions relating to Consigned Goods as per additional terms and conditions to be provided by Seller, to this Agreement and section 8 of this Agreement, title and risk of loss or damage to Goods as well as containers and tanks in which Goods are contained, shall pass to Buyer upon Seller making the Goods available to Buyer for collection at Seller's premises. Delivery dates indicated by Seller are only approximate. Quotations and proposal drawings provided by Seller show only general style, arrangement and approximate dimensions and weight. If any part of the Goods cannot be delivered when ready due to any cause not attributable to Seller, Buyer shall designate an alternate storage location, and Seller shall ship such Goods to storage. Title and risk of loss shall thereupon pass to Buyer and amounts payable to Seller upon delivery or shipment shall be paid by Buyer along with expenses incurred by Seller. Services provided herein shall be charged at the rate prevailing at the time of actual use and Buyer shall pay any increase, and Buyer shall directly pay all costs for storage and subsequent transportation. Failure by Buyer to take delivery of the Goods shall be a material breach of this Agreement.

4. **Payment and Prices.** Unless otherwise specified in writing, payment is due net thirty (30) days from the date of Seller's invoice, which shall be issued at the time of shipment. The prices quoted herein do not include taxes or duties. Buyer shall be directly responsible, and reimburse Seller, for the gross amount of any present or future bond, sales, use, excise, value-added, environmental or other similar tax or duty applicable to the price, sale of delivery of any Goods or Services furnished hereunder. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes. Unless Buyer has furnished Seller with evidence of tax exemption or direct pay permit acceptable to taxing authorities prior to the execution of the Agreement or Seller's acceptance of Buyer's purchase order (as the case may be), Buyer shall pay all taxes as invoiced by Seller and Seller is relieved of any obligation to (i) apply any tax exemption or direct pay permit, and/or (ii) refund to the Buyer any tax paid by the Seller. Seller's invoices will only be issued without domestic VAT where Buyer either makes available to Seller their valid VAT number in the case of an intercommunity supply or provides a valid certificate or acceptable statement for VAT or duty exemption. If Buyer is to arrange the export or intercommunity shipment, upon request by Seller, Buyer agrees to provide free of charge to Seller, evidence of exportation or intercommunity shipment that makes reference to Seller's invoice number and this documentation is acceptable to the relevant tax or custom authorities. In the event that there is either a failure to meet any of the above conditions or the information or documentation provided is deemed to be defective in any way by the tax or custom authorities then the Seller will have the right to separately invoice Buyer for any taxes, VAT or duties payable together with any interest or penalties that Seller incurs as a result and Buyer shall pay this invoice in accordance with the payment terms of this Agreement. For multi-year agreements, pricing stated shall remain firm for twelve (12) months, after which Seller shall be entitled to adjust pricing upward on an annual basis according to the designated formula used by Seller in Buyer's country and which shall be notified to Buyer. Buyer will provide to Seller a new purchase order at least thirty (30) days before expiration of any purchase order issued under this Agreement. If purchase orders are not renewed or new purchase orders issued by Buyer within this time scale, Seller, without any liability and without being subject to any penalties that may be applicable as negotiated with Buyer, may either: (a) decline to make deliveries of Goods or provide Services; or (b) if requested in writing by Buyer, continue to deliver Goods and Services subject to new prices that may be applicable and the Terms and Conditions of Seller (or any deviation agreed to in writing by the Parties) and invoice Buyer for these under the expired purchase order at prices in effect as of that date. However, where the Agreement contains a designated price adjustment formula the Goods and Services so delivered as per this Section 4 will be invoiced at the new rate defined by said price adjustment formula. Buyer agrees to be bound to pay such invoices in accordance with the payment terms of the Agreement. Unless otherwise specified, all prices are Incoterms 2010 FCA Seller's premises as of where Goods will be shipped to Buyer. Buyer agrees to reimburse Seller for collection costs, including two percent (2%) interest per month, not to exceed the maximum amount permitted by applicable law, should Buyer fail to timely pay. Buyer shall have no rights to any setoffs of any nature relating to any payments due under the Agreement. Notwithstanding the terms set forth herein or of any agreement or acceptance of Seller's quotation, Seller reserves the right at any time and from time to time by notice in writing to the Buyer to (a) increase Prices (or impose temporary price adjustments) based on increases in the cost of base components for the Goods or Services provided, where the increase is due to increased global demand, limited supply, temporary product shortages, allocation of supply, or such other similar inflationary pressures; and (b) impose a surcharge equal to any increase in the cost of the Goods or Services as a result of a modification of exchange rates, taxes or other levies imposed by public authorities.

5. **Payment for Excessive Usage; Lost and Damaged Goods.** If payment for Goods is based on some factor other than the actual amount of Goods delivered (e.g., payment is for a fixed amount, or based on usage or production), then Buyer agrees to pay for all Goods (a) consumed as a result of Buyer's failure to comply with Obligations as set forth in Section 2; or (b) lost or damaged after delivery to Buyer. Buyer shall provide Seller all information necessary to calculate amounts due and enable Seller to audit those records.

6. **Consigned Goods.** If Goods are being made available to Seller under a consignment arrangement, Additional terms and conditions shall be applicable and shall be provided by Seller.

7. **Limited Warranties.** Seller warrants that the Goods shall conform to Seller's specifications and shall be free from defects in material and workmanship when at all times operated in accordance with Seller's written instructions; and that the Services will be performed with the degree of skill which can reasonably be expected from a seller engaged in a comparable business and providing comparable services under comparable circumstances. Under no circumstances do Services include the operation, inspection or maintenance of Buyer's systems or acting as a licensed operator as defined by local regulatory authorities. Unless otherwise provided in any Warranty Schedule that may be attached hereto, the foregoing warranties are valid: (a) for Chemicals, the earlier of, the shelf-life of the product, or six (6) months from their date of delivery or the provision of Services; (b) for Consumables, including Filters and Membranes, twelve (12) months from their date of delivery, (c) for Goods other than Chemicals and Consumables, the earlier of, fifteen (15) months from receipt, or twelve (12) months from start-up/first use; d) for Software, nine (9) months from the date of receipt. Unless expressly agreed in a "Performance Warranty Document" signed between the parties on a separate basis, there is no performance warranty on Goods and Services or warranty on process results. For Goods not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only. Any claim for breach of these warranties must be promptly notified in writing or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the Goods or Services or any breach of these warranties is limited to, at Seller's option: (a) replacement of non-conforming Goods or refund of purchase price of the non-conforming Goods; and (b) re-performance of the Services at issue, or a refund of the amount paid for the Services at issue. No allowance will be made for repairs or alterations made by Buyer without Seller's written consent or approval. Goods may not be returned to Seller without Seller's written permission. Seller will provide Buyer with a "Return Material Order" number to use for returned goods. Buyer, as the original purchaser, is not entitled to extend or transfer this warranty to any other party. The foregoing warranties are in lieu of and exclude all other warranties, statutory, express, or implied, including any warranty of merchantability or of fitness for a particular purpose.

8. **Use of Equipment, Tanks, and Containers.** Semi-bulk containers (SBCs) owned by Seller shall be used only for the storage of Goods approved by Seller and Buyer shall return to Seller all SBCs owned by the Seller in an "empty" condition, as defined by appropriate transport or environmental regulations. Title to, and risk of loss or damage of, all equipment, product containers (e.g., pails, drums, recyclable intermediate bulk containers "IBC"), and tanks supplied to Buyer shall pass to Buyer as provided for in Section 3 of this Agreement, except that returnable SBCs shall remain property of Seller, unless otherwise stated in Seller's documentation.

9. **Compliance with Laws; Permits.** Buyer is responsible for compliance with all laws and regulations applicable to the operation of its systems and to the storage, use, handling, installation, maintenance, removal, registration and labeling of all Goods from and after Buyer's receipt of the Goods, as well as for the proper management and disposal of all wastes and residues associated with the Goods (including but not limited to containers, excess or off-spec product, testing wastes (e.g., spent or expired lab reagents and test kits) and signing manifests for waste transport and disposal. Buyer agrees to ensure that all Goods and Services provided to Buyer for export are exported only in compliance with applicable export control laws and regulations. Permits and licenses which are required to operate apparatus or equipment or to use the Goods, shall be procured by Buyer at Buyer's sole expense. Buyer shall be responsible for and procure all permits, licenses, exemptions, authorizations and approvals necessary to the operation of its systems, including but not limited to permits related to liquid and solid waste handling and discharge, air and water emissions, sound, safety, etc. Seller shall not be liable if any such permit, license, exemption, authorization or approval is delayed, denied, revoked, restricted, violated or not renewed and Buyer shall not be relieved thereby of its obligations to pay Seller in accordance with this Agreement. Seller's obligations are conditioned upon Buyer's compliance with all applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct Goods (including related equipment, software and technical data) other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice. The obligations of the parties to comply with all applicable trade control laws and regulations shall survive any termination or discharge of any other contract obligations.

10. **Excusable Delays.** Seller shall not be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the reasonable control of Seller, including, but not limited to: acts of God, natural disasters, unusually severe weather, fire, terrorism, war (declared or undeclared) epidemics, material shortages, insurrection, act (or omissions) of Buyer or Buyer's contractors/suppliers or agents, any act (or omission) by any governmental authority, strikes, labor disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay or non-performance, plus such additional time as may be necessary to overcome the effect of the delay or non-performance. If delivery or performance is delayed for a period exceeding 180 (one hundred and eighty) days, either Party may terminate this Agreement without further liability provided that Seller shall be paid an amount equal to that which would be payable to Seller under the Section entitled "Termination and Suspension". If Seller is delayed by any acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to an equitable adjustment in schedule, price and/or performance, as applicable.

11. Confidentiality and Intellectual Property. Both parties agree to keep confidential the other party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Goods to testing, analysis, or any type of reverse engineering or provide the Goods to any third party which may subject the Goods to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables supplied or developed under this Agreement, subject to Buyer's right to use such drawings and data for its own use without additional cost. Buyer acknowledges that Seller is in the business of selling the Goods subject to this Agreement and agrees that it will not file patent applications on the Goods, or processes and methods of using the Goods, without Seller's express written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its customers based upon purchase and use of such Goods. Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to Buyer a limited, non-exclusive, and terminable license to use the object code of such software for the term of this Agreement. Buyer agrees not to export, copy (except that Buyer may make one copy for backup purposes), sub-license, translate, transfer, reverse engineer, or decode the software. Single user versions of software may be used on one CPU. LAN/WAN versions may be used on a single server with only the number of concurrent users as agreed to by the parties. Unless otherwise expressly agreed by Seller, this license shall terminate and the software shall be returned to Seller upon termination of this Agreement, or the material breach of the terms in this section. Seller shall indemnify and hold harmless Buyer from any rightful claim of any third party that any Good or Service infringes a patent in effect in the jurisdiction where such Good or Service was provided by Seller to Buyer. The Buyer shall notify the Seller promptly of the receipt of any such claim, shall not take any position adverse to the Seller regarding such claim and give the Seller information, assistance and exclusive authority to settle and defend the claim. The Seller shall, at its own expense and choice, either (i) settle or defend the claim and pay all damages and costs awarded in it against the Buyer, or (ii) procure for the Buyer the right to continue using the Good or Service, or (iii) modify or replace the Good or Service so that it becomes non-infringing, or (iv) remove the infringing Good or cease performance of the Service, and refund the price. The foregoing list of sub-sections (i), (ii), (iii), and (iv) and related terms state the entire liability of the Seller for intellectual property infringement of any Good or Service. Buyer shall be fully liable for any infringement of intellectual property rights, including patent rights, of third parties arising out of the products or services supplied hereunder where the construction or other characteristics of such products or services such as design, or specifications, or requirements, or modification of the Goods or Services, are prescribed to the Seller, or completed independently, by the Buyer or agent(s). Buyer shall fully defend and indemnify the Seller in case of such claim(s). Buyer shall indemnify Seller and hold Seller harmless for any patent infringement by a Good or Service in the event that the Buyer modifies the Good or Service provided by Seller, or that the Buyer uses the Good or Service in combination with other goods, services, and/or other features which were not explicitly authorized by Seller.
12. Limitation on Liability. Except where expressly communicated to Seller, Seller shall have no liability for incompatibility of Goods with Buyer's actual space or design limitations. To the extent permitted by law, the total liability of the Seller for all claims arising out of or relating to the performance or breach of this Agreement or use of any Goods or Services shall not exceed the total price paid by Buyer under this Agreement or for multi-annual agreements, the annual price paid by Buyer under this Agreement. Seller shall not be liable for any advice, instruction, assistance, or any services that are not required under this Agreement or for which Seller does not charge Buyer. In no event will either party be liable to the other for lost profits or revenues, cost of capital or replacement water or power, downtime costs or increased operating costs, lost or decreased production, claims of Buyer's customers for such damages or any similar or comparable damages, or for any incidental, special, consequential or indirect damages of any type or kind, irrespective of whether arising from actual or alleged breach of warranty, indemnification, product liability or strict liability, or any other legal theory. If Buyer is supplying, or otherwise making available, Seller's Goods or Services to a third party, Buyer agrees to protect, defend, indemnify and hold Seller, its corporate subsidiaries and affiliates, and their respective officers, directors, employees and agents, free and harmless from and against any and all losses, expenses, liabilities, claims, demands, causes of action, suits or other litigation, arising out of or related to Seller's Goods or Services provided by the Buyer to a third party, including but not limited to products or services that may be related to Seller's Goods or Services. Seller's liability shall end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Agreement, before expiration of any statute of limitations or other legal time limitation but in no event later than five (5) months after expiration of such warranty period. For purposes of this section "Seller" shall include Seller, its affiliates, subcontractors and suppliers of any tier, and their respective agents and employees, individually or collectively.
13. General Indemnity. Seller shall indemnify and hold harmless Buyer from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Seller or its officers, agents, employees, and/or assigns while engaged in activities under this Agreement. Buyer shall likewise indemnify and hold harmless Seller from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Buyer, its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by the joint or concurrent negligence of Seller and Buyer, the loss shall be borne by each Party in proportion to its negligence. For the purpose of this Section: (i) "Third party" shall not include Buyer or any subsequent owner of the Goods or Services, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Goods is "third party property". Buyer expressly acknowledges that the limited or excluded warranties or liabilities stipulated herein and waivers of actions against Seller deriving from the same, are also stipulated in favor of Seller's insurers.
14. Conflicts; No Third-Party Beneficiary Rights. If there is any conflict between this Agreement and any written proposal or quotation provided by Seller, then the terms and conditions set forth in the proposal or quotation shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and the Agreement shall be interpreted and implemented in a manner which best fulfills our intended agreement. Except as specifically set forth above in Sections 2 entitled "Buyer Obligations", 11 entitled "Confidentiality and Intellectual Property" and 12 entitled "Limitation on Liability", this Agreement and all of the provisions hereof shall be binding upon and inure only to the benefit of the parties hereto and their respective successors and permitted assigns, and no other party, including any employee or creditor of any party hereto or any affiliate thereof, shall have any rights or obligations hereunder.
15. Assignment and Subcontracting. To the extent permitted by applicable law, Seller may assign or novate its rights and obligations under this Agreement, in whole or in part, to any of its affiliates and/or may assign any of its accounts receivable under this Agreement to any party without Buyer's consent. Buyer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. This Agreement shall not otherwise be assigned by either Party without the other Party's prior written consent, and any assignment without said consent shall be void. Nothing herein shall prevent the Seller from placing or permitting the placing of subcontracts or orders on others for the supply of materials, manpower or services within the Seller's scope of supply provided that the placing of such subcontracts or orders shall not in any way relieve the Seller from any of its obligations under this Agreement, and provided that Seller will procure that its subcontractors (to the extent engaged for Seller's scope hereunder) comply with all known and reasonable instructions related to accessing Buyer's facility.
16. Emergencies. If the safety of Seller's personnel is threatened or likely to be threatened by circumstances outside the reasonable control of Seller, including but not limited to war, armed conflict, civil unrest, riots, terrorism, kidnapping, presence of or exposure to hazardous materials, unsafe working conditions, or by the threat of such circumstances or a lack of adequate protections against such circumstances, Seller shall, with no liability as per the terms of the Agreement, be entitled to take all necessary steps to ensure the security and safety of its personnel including the evacuation of personnel until such circumstances no longer apply and suspension of its obligations under the Agreement until said circumstances, at Seller's sole opinion, have ceased. Any such occurrence shall be considered an excusable delay event. Buyer shall reasonably assist in the event of any such evacuation.
17. Termination and Suspension. This Agreement and any performance pursuant to it may be terminated or suspended by either party if the other party (a) is the subject of bankruptcy or insolvency proceedings; or (b) defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days; (b) If Seller shall have any doubt at any time as to Buyer's ability to pay, Seller, without any liability and without being subject to any penalties that may be applicable as negotiated with Buyer, may decline to make deliveries of Goods or provide Services except on receipt of satisfactory security. Upon the termination of this Agreement: (a) Buyer agrees to pay for all Goods in Buyer's possession or for which title has passed to Buyer, at current prices or at such other prices as have been agreed to in writing; and (b) all amounts owing, if any, for the equipment or tanks relating to those Goods shall immediately become due and shall be paid within thirty (30) days of receipt of an invoice. In the event of cancellation of an order by Buyer, a cancellation charge will be made against the Buyer, in proportion to the work completed by Seller, or obligated against the order, plus any cancellation charges assessed against Seller by Seller's suppliers. In addition, unless Buyer has been invoiced by Seller specifically for all Goods delivered (including any leveled billing agreements that have already reconciled based on shipments), Seller will invoice Buyer and Buyer shall pay Seller for all Goods on Buyer's site at the time of termination, including any fixed fees, consignment and production based agreements.
18. Governing Law and Dispute Resolution. This Agreement shall be governed by the substantive laws of the State of New York. If the Agreement includes the sale of Goods and the Buyer is outside the Seller's country, the United Nations Convention on Contracts for the International Sale of Goods shall apply. In the event of a dispute concerning this Agreement, the complaining party shall notify the other party in writing thereof. Management level representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court in Philadelphia, PA, and the rules of the arbitration will be the Commercial Arbitration Rules of the American Arbitration Association, which are incorporated by reference into this Section.
19. U.S. Government Contracts. This Section 18 applies only if the Agreement is for the direct or indirect sale to any agency of the U.S. Government and/or is funded in whole or in part by any agency of the U.S. Government. Buyer agrees that all Goods and Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the country of origin of Goods is unknown unless otherwise specifically stated by Seller in this Agreement. Buyer agrees that any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). Buyer represents and agrees that this Agreement is not funded in whole or in part by American Recovery Reinvestment Act funds unless otherwise specifically stated in the Agreement. The version of any applicable FAR clause listed in this Section 18 shall be the one in effect on the effective date of this Agreement. If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the prices under this Agreement. If Buyer is procuring the Goods or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the prices under this Agreement.
20. Miscellaneous. No modification, amendment, revision, waiver, or other change shall be binding on either Party unless agreed in writing by the Party's authorized representative. Any oral or written representation, warranty, course of dealing, or trade usage not specified herein shall not be binding on either Party. Each Party agrees that it has not relied on, or been induced by, any representations of the other Party not contained in this Agreement.