



ChemScan[®] Budget Proposal

ChemScan, Inc. (the Company) agrees to sell and deliver to the purchaser and the purchaser agrees to buy and accept from the Company the ChemScan products and services as described in this proposal.

Log No.:
Q-103135

Proposal Date:
March 6, 2023

Project Name:
New Port Richey Public Works - UV-2250
Replacement

Bid Date:
TBC

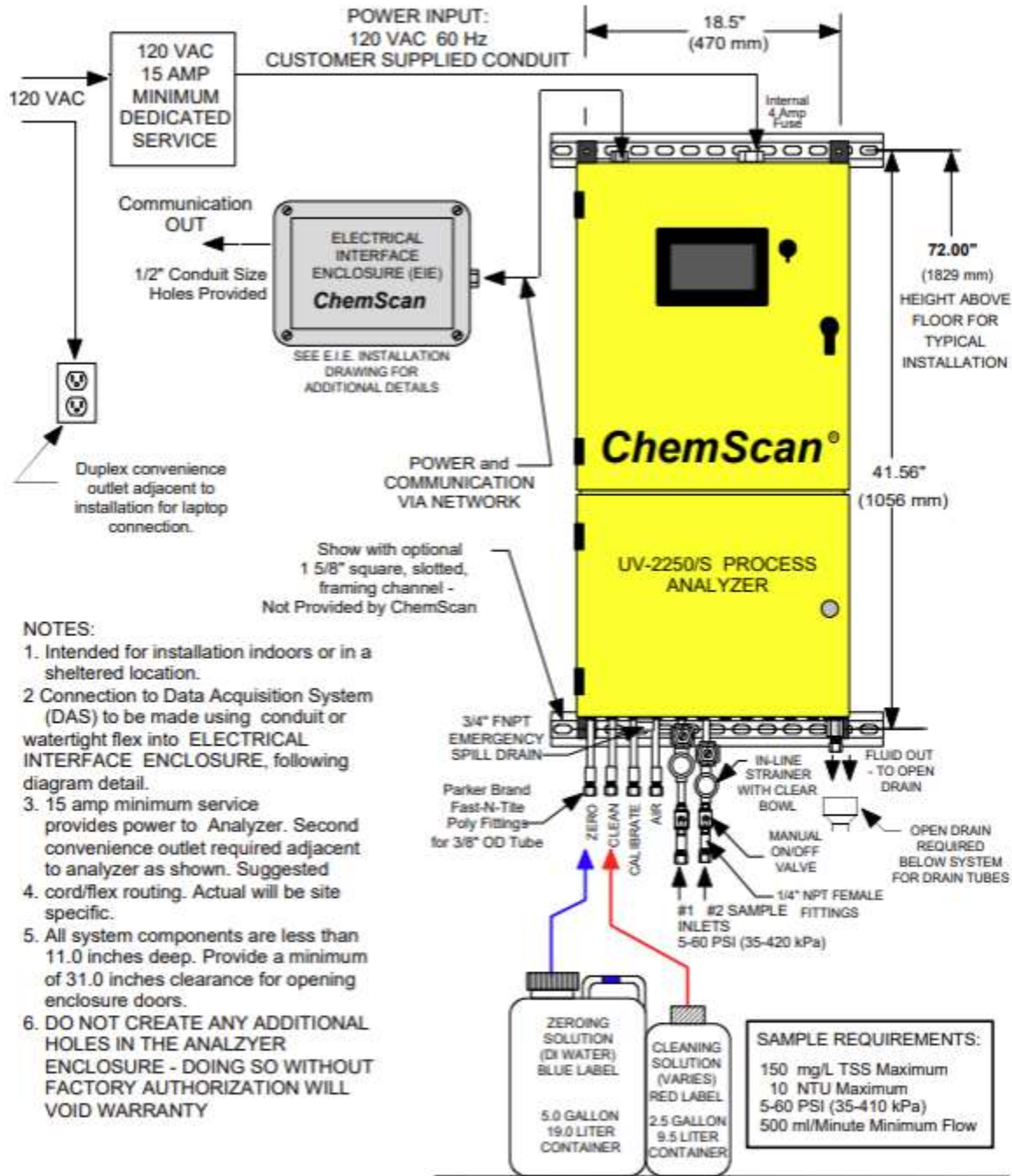
Submitted to: New Port Richey Public Works
Michael Stein
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New Port Richey, Florida 34654
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Sebring, Florida 33870-2171
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chuck@envirosalesofflorida.com

Factory: ChemScan, Inc.
2325 Parklawn Drive, Suite I
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Phone: (262) 717-9500

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ChemScan®

UV-2250/S Analyzer System Installation Diagram - Front View, Wall Mount - Dual Inlet

ChemScan, Inc.	PHONE: 262-717-9500 FAX: 262-717-9530
REV. DATE: 9/27/20	
ChemScan UV-2250/S Analyzer System Installation Diagram - Wall Mount	
FILE # 22SCWPH	

UV 2250/S Replacement:

- Item 1: Wall-Mounted ChemScan Model UV-2250/S Process Analyzer for pressurized Drinking Water applications, including, main power connection, control circuit board, network communications board and associated software for instrument control, internal memory with lithium battery backup, light source module, spectrograph module with 256 element array detector and cabinet mounted touchscreen graphical HM and USB port. Flow-cell module consisting of extended path-length, injection-type flow-cell, reagent injectors, internal manifold including auto zero and clean functions, with the capability of analyzing up to one (1) sample stream, additional calibration (grab-sample) port, peristaltic analyzer pump for zeroing and cleaning solutions plus grab samples and NEMA-3R enclosure.
- Item 2: NEMA-4 Electronics module enclosure and NEMA-3R lower enclosure for Reagents and pumping array.
- Item 3: 120 VAC Input required - Analyser will provide 24VDC to external EIE communication module.
- Item 4: Wall mounted ChemScan Electrical Interface Enclosure (EIE) including NEMA-4X FRP enclosure, systems communication module and 8 analog (4-20mA) outputs.
- Item 5: None - Wall
- Item 6: Flowcell - 50 mm x 50 mL
- Item 7: ChemScan UV Series Parameter Free Ammonia (FNH3-N) (0.02-1.0 mg/L)
- Item 8: ChemScan UV Series Parameter Total Ammonia (NH3-N + NH4-N) (0.02-2.0 mg/L)
- Item 9: ChemScan UV Series Parameter MonoChloramine (0.1-5.0 mg/L)
- Item 10: ChemScan UV Series Parameter Total Chlorine (0.1-5.0 mg/L)
- Item 11: Sample Line - 1
- Item 12: Pressurized Sample
- Item 13: Sample Tubing, 50 Ft, 3/8 Inch OD
- Item 14: Sample Line - 2
- Item 15: Pressurized Sample
- Item 16: Sample Tubing, 50 Ft, 3/8 Inch OD
- Item 17: Reagent Kit, UV-Series Chloramination Startup Kit
Field Service Includes: On-Site Commissioning, Start-Up and Calibration of the system (Electrical and Plumbing Installation by Others), Operation and Maintenance Training - 4 hours, Recipe instructions to allow on-site preparation of reagents where required.
- Item 18:
- Item 19: Includes all Field Service travel expenses

In-Situ Care Plus for Analyzers

Term: 12 Months**Price: : \$44,536.00**

Notes:

1. Mount Analyzer indoors or in sheltered location, no direct sunlight. Sunscreens or shelters, if required are by Others, unless specifically offered above. Operating temperature range shall 41°-95° (preferred) ambient, (113° F maximum) and 50°-140°F (10°-60°C) for sample liquid.
2. Refer to the Analyzer and/or Sample Accessory Technical Specification for the appropriate sample pressure and flow requirements.
3. For ChemScan UV-Series Analyzers, UL, CSA or third party NRTL listing is not provided in the price stated in this proposal. If required, an adder price for all systems to be field inspected or inspected at the factory in Waukesha, WI shall be provided upon request.
4. Owner/Contractor shall provide a minimum of four weeks' notice before start-up for chemical reagents shipment to plant site. The Company will provide a pre-startup checklist in advance to be completed by the Owner/Contractor after installation and returned with several photos of the installation. A ChemScan Service Associate will coordinate with the Owner/Contractor to schedule a start-up date to coincide with process stabilization, project schedule and ChemScan Service availability
5. Only equipment and services included in this proposal shall be supplied. Additional equipment and services are available for additional cost. Consult Factory for adders.
6. Storage: ChemScan UV-Series Analyzers and related equipment is typically shipped in wooden crates with engineered, poly-foam packaging, suitable to protect the equipment during transportation to the installation site. The equipment should remain crated until the time of installation to protect the equipment from damage and reduce the chance of misplacing components. Store the crated equipment in a sheltered location protected from precipitation and within a temperature range of 35°F and 110°F (2°-43°C). Store the crate(s) in an area protected from precipitation if reuse (for storage or transport) is expected.

Exclusions: This quote is for ChemScan's standard offering of products, accessories, consumables, submittals, documentation, training, and service. Any additional requests or requirements, whether verbal or included in an external document, that are beyond ChemScan's standard offering, as expressly described above, are not included in ChemScan's scope of supply or pricing.

The following items are not furnished under this proposal unless specifically listed in the product description: Installation labor; mounting hardware or anchor bolts; analyzer shelters or sunscreens; electrical connections and/or power wiring; UPS, Lightning or Surge protection; connection to or interface with external data logging, recording, alarm, control or SCADA devices; sample lines, including any necessary valves, manifolds, flow or pressure regulators, heat trace or insulation; control algorithms for process equipment or systems; actuators or chemical feed systems for external processes or systems; or spare parts for ChemScan instruments.

Price Policy: This price assumes that an acceptance of this offer or a valid purchase order will be furnished to ChemScan within 60 days of the date of this proposal, that ChemScan will furnish a submittal package for approval within 30 days following receipt of a valid order and that an approved submittal package and authorization to fabricate will be returned to ChemScan within 30 days after submission for approval.

If the order date or submittal approval date is later than the time period shown above, ChemScan reserves the right to adjust the price and/or delivery date for the items to be furnished under this proposal and any resulting agreement.

Submittals: ChemScan shall supply electronic copies of standard Submittal. Any requirements outside standards may be satisfied for additional compensation. Example of Standard Submittal for similar Analyzer is available upon request. Job specific Operation and Maintenance manuals **will be** furnished during on-site operator training. The submittal package will include the following items:

1. Outline drawing of ChemScan® Process Analyzer system and accessories manufactured by ChemScan.
2. Top-level schematics and wiring diagrams showing ChemScan® power and data connections.
3. Installation instructions showing mounting and sample line connection details.
4. Equipment specifications for ChemScan® instruments and accessories.
5. Manufacturer's literature for ancillary items not manufactured by ChemScan but furnished with the ChemScan® system.

Terms: 20% upon presentation of submittal package for approval.
70% upon shipment of ChemScan® instrument and accessories.
10% upon startup or 60 days from date of shipment, whichever occurs first.

NOTE: Warranties shall apply only if payment is made in full and in conformance to the above schedule.

The above pricing is expressly contingent upon the items in this proposal and are subject to the Standard Terms and Conditions of Sale detailed herein.

Unless other terms are specified, all payments shall be in United States dollars, and pro rata payments shall become due as deliveries are made. If delivery is delayed by Purchaser, date of readiness for delivery shall be deemed to be date of delivery for payment purposes. If manufacture is delayed by Purchaser, a payment shall be made based on purchase price and percentage of completion, balance payable in accordance with the terms as stated.

Cancelation: Prior to Shipment - In the event that Purchaser cancels the order prior to shipment of the instrument and accessories, all amounts previously paid by Purchaser shall be retained by ChemScan. Purchaser may be responsible for payment of a cancelation fee equal to 20% of the total purchase order if no prior payments have been made. ChemScan will invoice Purchaser within 10 days of cancelation and Purchaser shall pay the invoice within 20 days.

Shipping: 60 days or less after delivery date confirmed by ChemScan.

Delivery: FOB factory, freight allowed to jobsite.

Validity: This proposal is valid for a period of 60 days from the date of the proposal shown above.

STANDARD TERMS AND CONDITIONS OF SALE

1. Terms

Delivery to the transporting carrier shall constitute delivery to the Purchaser and title shall pass at that point, except that a security interest in the product(s) shall remain in ChemScan, Inc. (Company) regardless of mode of attachment to realty or other property, until the full price has been paid in cash. The Purchaser agrees to do all acts necessary to perfect and maintain said security interest, and to protect Company's interest by adequately insuring the product(s) against loss or damage from any external cause with Company named as insured or co-insured.

Partial shipments may be made and proportionate payments shall become due and payable on partial shipments. Company shall select method of transportation and route. When delivery terms are FOB destination or freight

allowed to destination, "destination" means common carrier terminal point (within the continental United States, excluding Alaska and Hawaii) nearest the final destination.

The target shipment date is subject to change due to delay on the part of the Purchaser in supplying the Company with necessary data or any changes therein at the Purchaser's instance, and to delays caused by fires, floods, strikes, accidents, civil or military authority, delays by suppliers of material and any other cause beyond the Company's reasonable control. Delay in delivery for any cause shall in no event subject the Company to any special or consequential damages.

If at any time in Company's judgment Purchaser may be or may become unable or unwilling to meet the payment terms specified, Company may require satisfactory assurances of full or partial payment as a condition to commencing or continuing manufacture or payment in advance of shipment, or may, if shipment has been made, recover the product(s) from the carrier.

If payments are not made in conformance with the terms specified herein, the contract price shall, without prejudice to the company's right to immediate payment, be increased by 1% per month on the unpaid balance, but not to exceed the maximum amount permitted by law.

A credit card processing fee of 4% will be added to any orders paid by credit card exceeding \$5,000.

Taxes - Any applicable Duties or Sales, Use, Excise or similar taxes will be added to the price and invoiced separately (unless acceptable exemption certificate is furnished).

Cancellation After Shipment – In the event that Purchaser cancels the order following the shipment, Purchaser shall pay to Company the full amount of the price set forth in this agreement.

The cancellation fees set forth above shall be deemed to be liquidated damages and not a penalty, the parties acknowledging that actual monetary damages that may be incurred by Company in the event of cancellation by Purchaser are very difficult to ascertain.

2. Warranty

The Company warrants the product(s) on date of delivery to Purchaser to be of the kind and quality described herein, merchantable, and free of defects in workmanship and material.

There are no warranties, express or implied, except the foregoing. The provisions in specifications hereto attached, if any, are descriptive. There is no warranty as to the performance of the product(s) except as may be set forth in a separate performance warranty attached to this proposal.

The foregoing warranties are expressly conditioned upon the ambient operating temperature at no time exceeding 120oF. If temperature at any time shall exceed 120oF, all warranties shall be null and void and the Company shall have no responsibility or liability with respect to the product(s).

The Company shall not be responsible for the deterioration of any kind of the product(s) to corrosion, erosion, or any other cause, regardless of when such deterioration occurs after leaving the Company's premises.

Any item of the product(s) which has not been manufactured by the Company shall be covered only by the express warranty of the manufacturer thereof.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS CONTRACT. THE EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY OR CLAIM IN TORT OR CONTRACT IS AS STATED HEREINAFTER.

IF PAYMENTS ARE NOT MADE ON TIME AND IN FULL, ALL WARRANTIES SHALL BE NULL AND VOID AND THE COMPANY SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE PRODUCTS.

IF THE PRODUCT(S) ARE NOT INSTALLED, OPERATED AND MAINTAINED IN CONFORMANCE WITH THE COMPANY'S INSTRUCTIONS, ALL WARRANTIES SHALL BE NULL AND VOID AND THE COMPANY SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE PRODUCTS.

If, within one year from the date of initial operation, but not more than 18 months from date of shipment by Company of any item of the product(s), Purchaser discovers that such item was not as warranted and that such defect interferes with the mechanical operation of the product(s), and promptly notifies the Company in writing thereof, the Company shall remedy such nonconformance (but only if the Company, in its sole judgment, determines that such item or product(s) was not as warranted and that such defect interferes with the mechanical operation of the item or product(s), and in the event of a dispute, the Company's decision shall be final) by, at Company's option, adjustment of the purchase price or furnishing or repairing, depending upon which alternative is most in accord with scientific or engineering principles, without charge, FOB origin, a similar part to replace any part of the product(s). Purchaser shall assume all responsibility and expense for removal, reinstallation, and freight in connection with the foregoing remedies. The Company shall have the option of requiring the return of the product(s), transportation prepaid by purchaser, to establish the claim, or to make repairs or replace parts, or both. No allowance will be made for repairs or alterations unless made with the Company's consent or approval. Company will not be responsible for work done, apparatus furnished or repairs made by others, without prior authorization by the Company.

Replacement parts furnished by the Company shall be warranted as new parts are herein warranted. The same conditions and limitations with respect to the repair or replacement of such replacement item or product(s), as apply to new product(s), shall apply to such replacement parts. Company shall have the right of disposal of parts replaced by it. Unused spare or replacement parts may be returned FOB factory for credit less a 25% handling and restocking charge.

Company's liability to Purchaser relating to the product(s), whether in contract or in tort, arising out of warranties, representations, instructions, installations, or defects from any cause, shall be limited exclusively to adjusting the purchase price or correcting the product(s) and under the conditions as aforesaid. The Company shall not be liable for any special or consequential damages resulting in any manner from the furnishing or use of the product(s), whether in connection with any erosive or corrosive gases or liquid or otherwise.

3. Patents

Company shall pay costs and damages finally awarded in any suit against Purchaser or its vendees to the extent based upon a finding that the design or construction of the product(s) as furnished infringes a United States patent (except infringement occurring as a result or incorporating a design or modification at Purchaser's request) provided that Purchaser promptly notifies Company of any charge of such infringement, and Company is given the right at its expense to settle such charge and to defend or control the defense of any suit based upon such charge. This paragraph sets forth Company's exclusive liability with respects to patents.

4. Confidential Information and Improvements

Purchaser will keep confidential and will not use or reproduce any information received from Company in connection with the Proposal or the use, operation nor maintenance of the product(s) except with the written consent of Company. Purchaser will not copy or otherwise reproduce any written or printed material or drawings furnished to Purchaser by Company in connection with the product(s). Purchaser will return all such material to Company if the Proposal is not accepted. Purchaser will not copy the product(s) or make any design drawings of the product(s) and will not permit others to copy or make design drawings of the product(s). Company shall have a royalty-free license to make, use and sell, any changes or improvements in the product(s) invented or suggested by Purchaser or its employees.

5. General

Company shall not in any event be liable for indirect, special, incidental, or consequential damages, or penalties, nor does it assume any liability of Purchaser or others for injury to persons or property.

The laws of the State of Wisconsin shall govern the validity, interpretation and enforcement of this contract.

This document and the other document specifically referred to as being a part thereof, constitute the entire contract on the subject matter, and it shall not be modified except in writing signed by both parties. Assignment may be made only with written consent to the other party.

Maintenance Agreement; Authorized Contracting Party

1. Purchaser acknowledges that where this contract contains In-Situ Care Plans and where the Purchaser is not the ultimate beneficiary of those agreements, the products subject to this contract must be covered by a prepaid, 3-year maintenance agreement (a copy of which is included with this quote/proposal).
2. In the event that the products subject to this contract were obtained by Purchaser on behalf of an end-user customer (including by acting as prime contractor or subcontractor engaged to complete a larger project on behalf of the end-user customer), Purchaser acknowledges that Purchaser must, within ten (10) days of acceptance of this quote/proposal by Purchaser, either (i) obtain the end-user customer's signature on the Maintenance Agreement or (ii) if specifically authorized by the end-user customer, execute the Maintenance Agreement on behalf of the end-user customer and deliver to the end-user customer a copy of the Maintenance Agreement.
3. In the event that Purchaser is executing Maintenance Agreement on behalf of the end-user customer, Purchaser represents and warrants that it has the full right and authority to bind the end-user customer to the terms of the Maintenance Agreement and will inform the end-user customer that the fees pursuant to the Maintenance Agreement have been prepaid and that the Maintenance Agreement is non-cancellable and the fees are non-refundable.

CHEMSCAN® MULTI-YEAR SERVICE CONTRACT
for
Envirosales Of Florida FL ("CUSTOMER")

ChemScan, Inc. ("COMPANY") agrees to sell & deliver to the CUSTOMER and the CUSTOMER agrees to buy and accept from the COMPANY the ChemScan® products & services as described in this contract.

Start Date: TBD	Name: Chuck Hlavach
Contract Number: TBD	Organization: Envirosales Of Florida FL
Project Name: New Port Richey Public Works - UV-2250 Replacement	Address: 1101 US 27 South Sebring, Florida 33870-2171
Contract Amount: \$4,995.00	Email: chuck@envirosalesofflorida.com
Length of Contract: 12 Months	Phone: 19419154861
Email: Info@chemscan.com	Web: Chemscan.com

1.0 Scope of Service - This service contract includes the work, parts, and expenses related to the maintenance and service of the CUSTOMER'S equipment listed in the quote/proposal ("Equipment").

2.0 Scope of Work - The service level for the Equipment as well as quantity will be provided as indicated below. The scope of service for each service level is provided in [Appendix A & B](#)

- In-Situ Care for Analyzers Service
- In-Situ Care+ for Analyzers Service
- In-Situ Care Ultimate for Analyzers Service

3.0 Offer Longevity - The prices quoted are good for 90-days after the Contract Date on page 1. After the 90-day period, the COMPANY reserves the right to requote the proposal with pricing and/or scope adjustment.

4.0 Invoice Payments - Invoice for year 1 will be billed on the date of contract acceptance by [COMPANY]. Invoices in subsequent years will be billed on the anniversary date of the contract.

5.0 Terms of Payment - Net 30 days from date of invoice. All past due invoices and uncollected funds shall be charged interest at a rate of 1.5% per month. If a credit card is used for payment of late invoice(s), a 4% surcharge will be added to cover the additional cost. A credit card processing fee of 4% will be added to any orders paid by credit card exceeding \$5,000. CUSTOMER agrees to pay all collection costs, including attorneys' fees, and penalty charges if collection services on the account become necessary.

6.0 Taxes - Any applicable Duties or Sales, Use, Excise, or similar taxes will be added to the price and invoiced separately (unless acceptable exemption certificate is furnished). The CUSTOMER is responsible for any such expenses.

7.0 Freight - Freight is Ex-works(EXW). Any freight required for parts or components is the responsibility of THE CUSTOMER.

8.0 Contract Modification and Additional Work Requests - This contract and other documents specifically referred to as being a part thereof constitute the entire contract on the subject matter and shall not be modified except in writing signed by both parties. CUSTOMER shall have no right to assign this contract without the express written consent of COMPANY. This contract may be extended for a period of three (3) years with documented agreement of both parties. Such documentation may be done through written or electronic communication.

9.0 Location - The onsite maintenance provided by the COMPANY as part of any **In-Situ Care Plus** or **In-Situ Care Ultimate** level service will be completed at the location(s) listed in the proposal/quote for each analyzer. Any modification or addition of locations may require a change to the contracted price. Some work may be completed remotely at COMPANY offices to optimize resource utilization and best meet work schedules. All work included in the **In-Situ Care** service offering will be completed virtually with no onsite work included.

10.0 Onsite Visit Scheduling - Year 1 scheduling for service & maintenance visits that are part of the **In-Situ Care Plus** or **In-Situ Care Ultimate** level programs will be set at the contract kickoff meeting to be held within thirty (30) days of contract signing. The service for each subsequent year will be completed on or about the anniversary of the year 1 service visit unless changed by either party with notice of at least sixty (60) days.

11.0 Site Requirements - The CUSTOMER is responsible for providing safe access to the Equipment and ensuring all Equipment is in operational condition with the required utilities, filters and hookups installed. Installation or modification of supporting utilities or Equipment is not the responsibility of the COMPANY's service technician. The COMPANY reserves the right to stop any service work if the Equipment supporting infrastructure is damaged or absent or if the work area is deemed to be unsafe.

12.0 Interruption of Service - If COMPANY service is interrupted or suspended by the CUSTOMER due to plant emergency or circumstances not under the COMPANY'S control, the COMPANY may invoice for expenses and the percentage of service rendered.

13.0 Force Majeure - No fault shall be placed on the part of either party due to stoppages caused by fires, floods, strikes, accidents, civil or military authority, pandemic, delays by suppliers of material and any other cause beyond the COMPANY'S or CUSTOMER'S reasonable control.

14.0 Warranty - The offer of this service agreement by the COMPANY and acceptance of this service agreement by the CUSTOMER does not modify or extend the original warranty terms or warranty period for the products to be serviced under this contract and does not provide any new or additional warranties, express or implied, except as set forth herein. New COMPANY replacement parts furnished by the COMPANY shall be free from defects in materials and workmanship under normal use and warranted for a period of twelve (12) months from the date of shipment. Any replacement parts that have not been manufactured by the COMPANY shall be covered only by the express warranty of the manufacturer thereof, if any. The COMPANY shall have the right of disposal for parts replaced by it.

The COMPANY'S liability to the CUSTOMER relating to the replacement parts, whether in contract or in tort, arising out of warranties, representations, instructions, installations, or defects from any cause, shall be limited exclusively to, in COMPANY'S sole discretion, refunding the cost of the parts or repairing or replacing the part(s).

The foregoing warranties are expressly conditioned upon the ambient operating temperature at no time exceeding 120°F. If temperature at any time shall exceed 120°F, all warranties shall be null and void and the COMPANY shall have no responsibility or liability with respect to the product(s).

The COMPANY shall not be responsible for the deterioration of any kind of the product(s) to corrosion, erosion, or any other cause, regardless of when such deterioration occurs after leaving the COMPANY'S premises.

IN NO EVENT SHALL COMPANY OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF ITS PRODUCTS OR SERVICES BE LIABLE FOR PERSONAL INJURY, PROPERTY DAMAGE, DELAY OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE (INCLUDING DAMAGES FOR LOSS OF PROFITS OR INFORMATION, BUSINESS INTERRUPTION, OR THE POSSIBILITY OF SUCH DAMAGES) WHETHER ARISING FROM CONTRACT, BREACH OF CONTRACT, TORT, COMPANY'S NEGLIGENCE, STRICT LIABILITY, OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.

15.0 Confidential Information and Improvements - COMPANY will maintain as confidential all information obtained from CUSTOMER under or in connection with this contract and will not divulge such information to any person (except to their own employees) without CUSTOMER prior written consent. CUSTOMER will keep confidential and will not use or reproduce any information received from COMPANY in connection with the services provided or the use, operation, and maintenance of the product(s) except with the written consent of the COMPANY.

CUSTOMER will not copy or otherwise reproduce any written or printed material, drawings, and software furnished by the COMPANY in connection with the product(s) or services. CUSTOMER will not copy the product(s) or make any design drawings of the product(s) and will not permit others to copy or make design drawings of the product(s). COMPANY shall have a royalty-free license to make, use and sell, any changes or improvements in the product(s) invented or suggested by CUSTOMER or its employees. This clause will not extend to information which was rightfully in the possession of each party prior to the commencement of the negotiations that led to this contract, which was already in the public domain or legally becomes so at a future date.

16.0 Contract Termination - This contract may be cancelled by either party with at least thirty (30) days' written notice prior to an annual anniversary of the contract signing. Cancellation past this timeframe shall be effective after the following year of service.

17.0 Authorized Contracting Party – In the event that the Equipment subject to this contract was obtained by a third-party on behalf of CUSTOMER (including by any prime contractor or subcontractor engaged to complete a larger project on behalf of CUSTOMER), and in the event that the third-party is executing this contract on behalf of CUSTOMER, the third-party represents and warrants that it has the full right and authority to bind CUSTOMER to the terms of this contract and will deliver a copy of this contract to CUSTOMER within ten (10) days of acceptance by COMPANY. Unless COMPANY is notified by CUSTOMER within twenty (20) days of acceptance of this contract by COMPANY that CUSTOMER does not agree to be bound by the terms and conditions of this contract (in which case all Equipment shall be immediately returned to COMPANY at CUSTOMER's sole cost and expense), CUSTOMER will be deemed to have acknowledged its obligations under this contract and confirmed that the third-party signing this contract was authorized by CUSTOMER to bind CUSTOMER to this contract. **CUSTOMER further confirms its understanding that the fees pursuant to this contract have been prepaid and that, subject to the foregoing, the contract is non-cancellable and the fees are non-refundable.**

18.0 General - The laws of the State of Wisconsin shall govern the validity, interpretation, and enforcement of this contract.

This contract governs the relationship between COMPANY and CUSTOMER with regard to the maintenance services set forth herein. CUSTOMER has read and understands the contract and agrees to be bound by it. This contract shall not be effective until signed by a duly authorized representative of COMPANY. The parties have executed this contract as of the date shown on the first page.

CHEMSCAN, INC. (COMPANY)

[] (CUSTOMER)

By: _____
Title: _____

By: _____
Title: _____

Appendix A – Scope of Service**'In-Situ Care for Analyzers' Service Level**

1. Direct phone and email access to an assigned advisor to assist with your day-to-day operational needs.
2. Quarterly Preventative Maintenance Reminders to help with maintenance between technician visits
3. Annual Virtual Maintenance Visit (see Appendix B)
 - a. This visit doesn't cover the cost of replacement parts. Parts will need to be purchased separately.
4. 10% discount for all replacement parts and reagents purchased through Chemscan service and sales departments

'In-Situ Care+ for Analyzers' Service Level

1. Direct phone and email access to an assigned advisor to assist with your day-to-day operational needs.
2. Quarterly Preventative Maintenance Reminders to help with maintenance between technician visits
3. Annual Onsite Maintenance Visit (see Appendix B).
 - a. The visit doesn't cover the cost of replacement parts. A separate parts allowance will need to be setup to cover all analyzer parts used during the visit.
4. Priority Scheduling for times when the analyzer is not working and an Onsite Visit is needed
5. 15% discount for all replacement parts and reagents purchased through Chemscan service and sales departments

'In-Situ Care Ultimate for Analyzers' Service Level

1. Direct phone and email access to an assigned advisor to assist with your day-to-day operational needs.
2. Quarterly Preventative Maintenance Reminders to help with maintenance between technician visits
3. Annual Onsite Maintenance Visit (see Appendix B).
4. Priority Scheduling for times when the analyzer is not working and an Onsite Visit is needed
5. An \$4,000 annual parts allowance to cover replacement parts needed for the covered equipment during the onsite visit per contract year. This parts allowance cannot be used to leave spare parts for the equipment and can only be used for parts that are deemed necessary by the COMPANY for the continued operation of the equipment.
6. On the anniversary of each service year the parts allowance resets back to \$4,000.
7. 20% discount for all replacement parts needed beyond the \$4,000 onsite annual parts allowance.
8. All reagents required for operation within the contract year.
9. One additional Unplanned Visit to perform evaluation, maintenance, or repair for the analyzer if needed as determined by Field Service. (see Appendix B).

Appendix B – Visit Definition**'Annual Virtual Maintenance Visit'**

The Annual Virtual preventive maintenance visit includes up to 4 hours of virtual time with an In-Situ technician to guide a local operator through the service and maintenance of an analyzer. The Virtual Maintenance Visit doesn't cover the cost of replacement parts. Parts will need to be purchased separately.

1. Use voice or video conferencing technology to Guide a local operator through
 - b. Inspect instrument electrical, plumbing and communication connections.
 - c. Remove, inspect, clean, and reinstall the flow cell assembly.
 - d. Confirm Analyzer Zero is within specification (UV and Mini)
 - e. Confirm reagent injector flow (UV and Mini).
 - f. Confirm manifold valve operation (UV and Mini).
 - g. Confirm zeroing solution and sample flow (UV and Mini)

- h. Confirm battery voltage (UV).
 - i. Verify Air pump operation (Mini).
 - j. Verify Cleaning pump operation (Mini).
 - k. Go over recommended maintenance schedule (UV and Mini).
2. Provide a detailed service visit report.

'Annual Onsite Maintenance Visit'

The annual onsite, preventive maintenance visit includes labor and travel cost to perform the following services. The cost of the parts required to perform this service are not included. A separate parts allowance will need to be setup prior to the onsite visit to cover all analyzer parts used during the visit.

1. Inspect instrument electrical, plumbing and communication connections.
 - a. Identify issues or problems observed.
 - b. Repair issues internal to the analyzer.
2. Retrieve and evaluate the instrument internal data log, auto zero/clean log, and DI indicator values to identify operational problems or issues. Revise settings for flush intervals, sample intervals, zero/clean intervals, and recommended cleaning solution mixture if necessary.
3. Test the basic instrument functions and sequences to verify proper valve and pump operations and to assure adequate flow of sample, zeroing solution and cleaning solution.
4. Remove, inspect, clean, and reinstall the flow cell assembly.
5. Replace if applicable and necessary:
 - c. Lithium battery
 - d. Valve Diaphragm Replacement
 - e. Sample Filter Rotation (Replacement of disposable filter Plastic Containers
 - f. Sample and Reagent Tubing
 - g. Inlet Strainer
 - h. UV Fiber Optics
 - i. UV Flash Lamp Assembly
 - j. Peristaltic or Diaphragm Pump
 - k. Reagent Injector Pumps
 - l. Inlet Assembly
 - m. Manifold Valve(s)
 - n. Cleaner box diaphragm pump
 - o. Cleaner box manifold
6. Check wavelength calibration and adjust if necessary.
7. Check the lamp light output and adjust the lamp intensity/position if necessary.
8. Perform a manual zero and record DI indicator values. Review customer indicator value records.
9. Update or replace the backup software storage that contains instrument setup and data files, log retrieval software, and slope/intercept adjustment software.
10. Test the instrument detection response to spiked samples and/or standards. Establish a data collection plan for calibration, adjustment, or slope/intercept changes by site personnel if an adjustment is found to be necessary based on COMPANY evaluation of test samples and customer records.
11. Provide a detailed service visit report.
12. Services not included in preventive maintenance
 - a. HMI/Control Panel Replacement
 - b. Optrode Assembly
 - c. Spectrograph Assembly Replacement
 - d. External Pump & Accessories Replacement
 - e. Enclosures
 - f. Power Input Assembly

'Unplanned Visit'

An Unplanned Visit covers travel cost and labor for a Chemscan technician to spend up to 2 consecutive days at the analyzer deployment site to troubleshoot, maintain, repair, or optimize the performance of the Analyzer. If the service takes longer than 2 days, that the CUSTOMER will be responsible for providing a PO for any additional days needed before the service person can perform additional days of service. Any parts used during unplanned visit will be covered up to the parts allowance. If the annual parts allowance is exceeded for the year, a separate parts allowance will need to be setup to cover all analyzer parts used during the visit.