



**1112 Manatee Ave. West**

**Bradenton, FL 34205**

**[purchasing@mymanatee.org](mailto:purchasing@mymanatee.org)**

**Solicitation Addendum**

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Addendum No.: 1  
Solicitation No.: IFB No. 20-R074039SAM  
Solicitation Title: Water Treatment Plant Degasifier Blower Replacement  
Addendum Date: May 27, 2020  
Procurement Contact: Sherri Meier

**20-R074039SAM is amended as set forth herein. Responses to questions posed by prospective bidders are provided below. This addendum is hereby incorporated in and made a part of IFB No. 20-R074039SAM.**

**CHANGE TO:**

**SECTION A, ADVERTISEMENT, INVITATION FOR BID, SECOND PARAGRAPH**

**DATE, TIME AND PLACE DUE:**

The Due Date and Time for submission of Bids in response to this IFB is **June 3, 2020 at 10:00 A.M. ET**. Bids must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 prior to the Due Date and Time. Bids will be opened immediately following the Due Date and Time at the Manatee County Administration Building, Suite 803 and the Bidder's name and total bid amount will be read aloud. Interested parties may attend the virtual opening.

**CHANGE TO:**

**SECTION A, INSTRUCTION TO BIDDERS, PARAGRAPH A.01, BID DUE DATE**

The Due Date and Time for submission of Bids in response to this Invitation for Bid (IFB) is **June 3, 2020 at 10:00 A.M. E.T.** Bids must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 and time stamped by a Procurement representative prior to the Due Date and Time.

Due to the Manatee County Administration Building being closed in response to the current COVID-19 pandemic, Bidders who wish to hand-deliver Bids prior to the Due Date and Time shall contact the Procurement Division at 941-749-3014 upon arrival at the Manatee County Administration Building. A Procurement representative shall meet Bidder or Bidder's representative at the Manatee County Administration Building's main entrance and receive the Bid while maintaining the current social distancing guidelines. The Bid shall be time stamped by the Procurement representative prior to the Due Date and Time.

Bids received after the Due Date and Time will not be considered. It will be the sole responsibility of the Bidder to deliver its Bid to the Manatee County Procurement Division for receipt on or before the Due Date and Time. If a Bid is sent by U.S. Mail, courier or other delivery services, the Bidder will be responsible for its timely delivery to the Procurement Division. Bids delayed in delivery will not be considered, will not be opened at the virtual public opening, and arrangements will be made for their return at the Bidder's request and expense.

#### **SECTION A, INSTRUCTIONS TO BIDDERS, PARAGRAPH A.02, PUBLIC OPENING OF BIDS**

Sealed Bids will be ~~publicly~~ opened at Manatee County Administration Procurement Division, 1112 Manatee Avenue West, 8th Floor, Suite 803, Bradenton, Florida 34205, in the presence of County officials immediately upon expiration of the Due Date and Time. Bidders or their representatives may attend the Bid opening virtually by accessing the link below.

Zoom® Webinar Link: <https://manateecounty.zoom.us/j/82819339976>

Manatee County will make public at the opening the names of the business entities which submitted a Bid, the city and state in which they reside, and the total bid price. No review or analysis of the Bids will be conducted at the Virtual Bid Opening.

#### **CHANGE TO:**

#### **SECTION C, ATTACHMENT D, INSURANCE AND BOND REQUIREMENTS, REQUIRED BONDS**

Bid Bond

A Bid Bond in the amount of \$12,500.00 or 5% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address

and project number. In lieu of the bond, the bidder may file an alternative form of security in the amount of \$12,500.00 or 5% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County. NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.

Payment and Performance Bond

A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award. NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.

**REPLACE:**

**SECTION D, EXHIBIT 1, SCOPE OF WORK, CECO HEE-DUALL REPLACEMENT EXHAUST FAN SPECIFICATIONS.**

The attached Exhibit 1, Scope of Work, CECO HEE-Dual Replacement Exhaust Fan Specifications is hereby incorporated into the IFB.

**ADD TO:**

**SECTION D, EXHIBIT 3, AS-BUILT'S WATER TREATMENT PLANT IMPROVEMENTS, DATED 8/30/1982**

Add to Section D, Exhibit 3, As-built Water Treatment Plant Improvement Plans hereby incorporated into this IFB and available for download as a separate attachment.

**QUESTIONS AND RESPONSES:**

**Q1. "Would like to request a downloadable copy of the technical specifications and drawing for the #20-R074039SAM WTP Degasifier Blower Replacement project please."**

R1. See Plans/Drawings issued with this Addendum 1 and available for download as a separate attachment.

**Q2. "In the bid package it says that the time frame on this job to complete is 90 days. According to the MFG, it is 2 weeks after an approved drawing before they start production and 8-10 weeks to deliver then we have delivery time to the job site. Do you mean after the equipment is delivered there is 90 days to complete? Please advise."**

R2. Yes.

**Q3. “In the bid documents it says that bid and payment bonds are not required but, in the paperwork, handed to use at the Prebid it says that it is required. Please advise”**

R3. See “Change to:” referenced above.

**Q4. “In the requirements it says we must have experience with plastic ducting. We have plenty of experience with ducting much larger than this job has will that quality (48” x 60”) or 36” x 80” The ducting for these blowers are much smaller and stronger than we are used too. Please advise.**

R4. Yes.

**Q5. “Can you provide a picture of the electrical connections or disconnects at the motor?”**

R5. See Electrical Disconnect Picture.

**Q6. “Are you using the same wiring that is tied into the fan motors?”**

R6. Yes.

**Q7. “What does the ducting consists of at the fan discharge? Can you provide additional pictures? Were there additional pieces installed years back.”**

R7. Heavy-duty PVC duct and heavy-duty rubber expansion joint transition. See attached picture.

**Q8. “Do you want flex connections at the fan discharge?”**

R8. Fan discharge consist of heavy-duty PVC and heavy-duty expansion joint.

**Q9. “Can you provide a picture of the fan inlet filter box. The fans may just have S.S. screens at the inlets.”**

R9. Fan inlet was a 3/16” thick fiber glass round plate with 7/8” hole. See attached picture.

**Q10. “Do the anchors bolts holding the rubber isolators to the cement pad for the fans need to be replaced? What is the size of the cement anchor bolts and how are they fastened to the cement?”**

R10. Existing anchor bold can be re-use ½” stainless anchor, minimum 2” embedment if replaced.

**Q11. “How many fans can be shut down at one time?”**

R11. Two (2) can be shut down.

**Q12. “What is the fan rotation?”**

R12. Counterclockwise.

**Q13. “What part of the week will the scope of work be done (Weekends or Monday thru Friday) and how much time do we have per day?”**

R13. Monday through Friday up to 12 hours per day. Workday needs to be finished before 8:00 PM ET.

**Q14. “What type of belt guards are required? Do you have a preference?”**

R14. Heavy-duty PVC.

**Q15. “Does the performance bond need to be included with the bid? Or provided once awarded the contract?”**

R15. The Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the awarded amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award.

**Q16. “What address is the bid bond supposed to be sent?”**

R16. Manatee County Administration Building, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

NOTE: Items that are ~~struck through~~ are deleted. Items that are underlined have been added or changed. All other terms and conditions remain as stated in the IFB.

**END OF ADDENDUM**

**INSTRUCTIONS:**

Receipt of this addendum must be acknowledged as instructed in the solicitation document. Failure to acknowledge receipt of this Addendum may result in the response being deemed non-responsive.

AUTHORIZED FOR RELEASE

Exhibit 1, SCOPE OF WORK  
IFB No. 20-R074039SAM

1.01 BACKGROUND INFORMATION

The degasifier blowers are critical equipment to remove hydrogen sulfide gas from ground water through a degasifier tower system. Currently the original blowers need replacement. Failure to address needed replacement would result in non-compliance of water quality requirements.

1.02 SCOPE

Successful Bidder (hereinafter in this Scope referred to as Contractor) shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide removal and replacement all four (4) degasifier blowers, provide electrical connections, test run and check and correct vibrations that will meet the requirements of the Agreement.

1.03 GENERAL REQUIREMENTS

Contractor shall provide the following requirements:

- A. Remove four (4) scrubber blowers to the ground for County disposal
- B. Purchase and install four (4) replacement blower assemblies by same Manufacturer, in same position as originals.
- C. Connect to the County system using existing connections and utilities.
- D. Install new ducting and vibration isolators.
- E. Test run and check for vibration; correct vibration if found.
- F. Include all freight, crane, labor and materials.
- G. Guarantee workmanship for one (1) year.
- H. Ensure equipment is under full factory warranty.

1.04 TECHNICAL REQUIREMENTS

Contractor equipment shall meet the following technical specifications, alternates will not be considered:

- A. Dual Blower Model NH-801/2, 24000CFM, 30HP Motor, 1800RPM, 460VAC, 3 Phase, 60 Cycle, TEFC, Heavy Duty Corrosion Resistant PVC Housing, Static Pressure: 3.75"W.C., Impeller construction: FRP Encapsulate High Strength Steel, Powder Coat Steel Base, Belt and Shaft Guards, 4 Lots of 6 Rubber Isolator, PVC Duct and heavy duty rubber expansion joint transition.

## 1.07 COUNTY RESPONSIBILITIES

### A. Disposal of four (4) scrubber blowers

## 1.08 ACCESSIBILITY

Contractor shall ensure all of its electronic information, documents, applications, reports, and deliverables required under the Agreement are in a format that meets the requirements of Section 504 of the Rehabilitation Act and best practices (W3C WCAG 2).

Where not fully compliant with these requirements and best practices, Contractor shall provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, Contractor shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

END OF EXHIBIT 1

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Proposal Number: P1971002

Project Name:

Replacement Exhaust Fan and Transition

Prepared for:



Address: 1115 Manatee Ave. Bradenton, FL 34205	
Attention: Phone: E-mail:	Reference: Replacement of fan NH-80 ½

Date:	
Expiration date:	

**Leon Buchholz** | SOUTHEAST REGIONAL  
SALES MANAGER  
[HEE-DUALL CECO Filters](#)  
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## Terms and Delivery

Description	Unit Price	Qty	Extended Price
Price Item A: NH-80 ½ Exhaust Fan			
<b><u>TOTAL BASE OFFER:</u></b>			

<b>Term of Sale:</b>	<b>Ex- Works (EXW) United States – Pre-Pay and Add</b>	
<b>Payment Terms:</b>	<b>40% due with Purchase Order</b> <b>30% due on submittal of drawings</b> <b>30% due on notification prior to shipment</b>	<b>Due Upon Receipt of Invoice</b> <b>Due NET30</b> <b>Due NET30</b>
<b>Delivery:</b>	<b>Drawings 1 - 2 weeks after approval of Purchase Order and deposit</b> <b>Fabrication 8 - 10 weeks after approval of drawings</b>	

### Invoicing of Goods/Services

Should Customer delay approvals of Drawings (Over 2 weeks from Submittals) or acceptance of Equipment or Start-up (2 weeks from Notification), any respective amounts become immediately due and Customer will be Invoiced accordingly.

### Escalation

Due to market volatility in key raw materials including, but not limited to, steel, nickel, chrome, copper, precious, and other metals, thermoplastic and FRP resins, pricing provided may be subject to escalation at time of HEE-Duall® issuance of purchase orders to its suppliers. All prices in US\$ Dollars.

### Offer Acceptance

ACCEPTANCE OF THIS OFFER IS LIMITED TO ITS TERMS INCLUDING ALL OF THE TERMS AND CONDITIONS ATTACHED, WHICH ARE INTEGRAL PART OF THE OFFER.

**PURCHASE ORDERS:** To insure proper processing, a purchase order resulting from this proposal should reference proposal number at the top of Page 1 and be issued to:

**HEE-Duall® (a CECO Environmental company)**  
**1172 South M-13, Lennon, MI 48449 USA**

### PAYMENTS:

Please note all payments are to be issued to the following address:

**HEE-Duall® (a CECO Environmental Company)**  
**PO Box 536235, Pittsburgh, PA 15253 USA**

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## EQUIPMENT SCOPE OF SUPPLY

### A. Exhaust Fan, Qty 1

- Replacement Fan for Job #1777
- Model Number: NH-80 ½
- Housing Material of Construction: Heavy Duty Corrosion Resistant PVC
- CFM: 24,000
- Static Pressure: 3.75" W.C.
- RPM: 938
- BHP: 22.6
- Impeller Construction: FRP Encapsulated High Strength Steel
- Rotation: CW
- Discharge: THD
- Arrangement: 9
- Powder Coated Steel Base
- Belt and Shaft Guards
- 30 HP, 230/460V, 3 Phase, 60 Cycle, TEFC
- (1) Lot of Rubber Isolators
- PVC Transition

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## **ITEMS NOT INCLUDED**

- Freight.
- Taxes, duty, brokerage, tariffs, etc.
- Installation materials or labor.
- Inlet and outlet ducting (PLEASE ADVISE IF NEEDED)
- Other manufacturing field services.

All representations of equipment performance indicate an expected level of treatment efficiency based upon the process conditions provided by others. If specific performance guarantees are requested, they can be provided, if specific inlet conditions are guaranteed to be accurate. If required, please contact HEE-Duall® for a written performance guarantee prior to purchase.

If installation is purchased from HEE-Duall®, our personnel will balance your system as part of our installation service. This will be done at no additional cost to the purchaser provided that system start-up occurs immediately upon completion of equipment installation. If immediate start-up is not possible, and extra time at the site or a return trip is necessary, this balancing service will be an additional charge at the current per diem rate for a serviceman plus all expenses. Written notification indicating agreement to purchase this additional service is required prior to performing the service.

System design and performance is contingent upon proper installation, operation, and system air balancing. If installation is provided by others, care should be taken to make certain that the installer also provides system balancing. HEE-Duall® will not be responsible for inadequate system performance due to improper installation, operation or balancing when these services are provided by others.

**STATIC PRESSURE** – The external static pressure for the proposed system has been estimated and may vary depending on actual field conditions. Increased costs due to static pressure increase or decrease shall be by customer.

## **MANUFACTURER'S SPECIFICATIONS**

Third party equipment shall be subject to warranty provided by third party.

Installation shall be in strict accordance with the system Manufacturer's instructions and recommendations.

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## **I. STANDARD CLARIFICATIONS AND EXCEPTIONS:**

- *These systems use hazardous chemicals and potentially dangerous rotating equipment which must be operated and maintained by experienced, qualified, and trained personnel. During the course of installation, start-up and testing, the responsibility of safety is by Customer.*
- *Unless otherwise stated the proposed equipment uses industry standard designs for gas and/or vapor absorption and high efficiency mist removal for typical mist loadings. Some process conditions may create non-typical aerosol emissions that may exceed standard mist eliminator capacity. The effects of corrosive aerosol mist exiting the scrubber outside of the efficiencies stated in this proposal are the responsibility of others. Contact HEE-Duall® for information on aerosol formation and recommendations for utilizing premium efficiency mist elimination techniques.*
- *HEE-Duall® reserves the right to have field services such as (installation, start-up, training, and maintenance) provided by third party contractor of their choice.*
- *The above referenced HEE-Duall® all Field Service scope of supply was proposed and priced without any consideration to any form of Confined Space Entry activities. If it is later deemed necessary to perform Confined Space Entry activities, HEE-Duall® reserves the right under a separate or amended proposal to propose the respective Field Service scope of supply utilizing a Non-Permit Required Confined Space Entry technique. If the customer or owner of the respective vessel has labeled the said vessel as Permit Required, HEE-Duall® will submit a plan to eliminate all the hazards (if possible) relating to said vessel and require the customer or owner to temporarily grant entry to the said vessel under a Non-Permit Required Confined Space Entry status. All costs associated with the review and approval of the submitted plan, any additional site training the customer or owner requires for vessel entry and manpower required to comply with Confined Space Entry requirements is the responsibility of the customer or owner.*

## **II. ADDITIONAL ITEMS NOT INCLUDED :**

- *Pump Seal, Pump Seal will be supplied and field installed by customer.*
  - *All permits, including work permits, taxes, duties, brokerage, and licensing fees are the responsibility of others.*
  - *Any demolition and/ or removal of existing materials are the responsibility of others.*
  - *All chemicals.*
  - *Off loading and storage.*
  - *All piping, valves, and accessories required to complete installation, unless specifically mentioned.*
  - *Instrumentation where not specifically mentioned*
  - *Control panels where not specifically mentioned*
  - *Sump heater or freeze protection*
  - *All electrical wiring, motor control centers, local disconnects, and connection accessories.*
  - *Spare parts.*
  - *Chemical addition system other than described.*
  - *Chemical storage tanks or drums.*
  - *Heat tracing, or insulation.*
  - *Inlet ducting and collection hoods.*
  - *Exhaust stack, unless specifically mentioned.*
  - *Ductwork (other than what's stated in the proposal).*
  - *Gas detectors and or sensors.*
  - *Dampers (other than what's stated in the proposal).*
  - *Pre-wiring or skid mounting of panel.*
  - *Fan sound acoustical cladding.*
  - *Export crating.*
  - *Freight and driver detention expenses.*
- Note: If items are to be shipped pre-pay & add, please be aware that a 5% administrative fee will be added to the actual freight bill.*

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## III. OTHER OPTIONAL SERVICES:

Unless specifically listed in our scope of supply, these items are not part of this proposal. Please contact HEE-Duall® for optional pricing or proposal.

- Installation (basic).
- Performance testing.
- Engineered Air Permit calculations, local permit compliance etc

## IV. CANCELLATION FEES

In cases of cancellation of any order after said order has been acknowledged, the following schedule applies:

AFTER PURCHASE ORDER BUT PRIOR TO DRAWINGS SUBMITTAL	25%
AFTER DRAWING SUBMITTAL	40%
AFTER DRAWING APPROVAL AND PRIOR TO RECEIPT OF BUYOUTS	50%
AFTER DRAWING APPROVAL AND RECEIPT OF BUYOUTS	75%
AFTER FABRICATION BEGINS	85%-95%
AT COMPLETION OF FABRICATION	100%

Customer expressly agrees these amounts will become due and will be paid forthwith.

## V. REQUIRED CLAUSE IN CONTRACT ON CANCELLATION:

**In the event of termination by Buyer, if Seller, at the time of such termination, shall have in stock or on firm order any completed or uncompleted items or any raw, semi-processed or completed materials for use in fulfilling this Agreement, Buyer may require Seller to deliver all or part of the completed or uncompleted items or any raw, semi-processed or completed materials to Buyer. If such requirement is executed and value of materials exceeds IV. Cancellation Fees as above, Buyer will adjust reimbursement to Seller accordingly.**

### Notice

All material contained in this Quote is proprietary and shall be treated confidentially by all recipients. Your acceptance of this material constitutes acknowledgment of the confidential relationship under which disclosure and delivery are made. This Quote represents our interpretation of your requirements based on the specific information provided at time of inquiry and should discrepancies arise, modifications be made or understandings differ, we reserve the right to modify the Quote. This Quote is for this inquiry only and does not eliminate or supersede any other agreements or obligations (financial or otherwise), between the parties.

The logos and proposed products and services are trademarks or registered trademarks of CECO Environmental in the U.S. and other countries. All other trade names are trademarks or registered trademarks of their respective holders.

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## GENERAL TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SERVICES

### 1. Applicability.

(a) These terms and conditions of sale (these “**Terms**”) are the only terms which govern the sale of the goods, including equipment, machinery, materials, consumables (collectively, “**Goods**”) and services (“**Services**”) by CECO Environmental Corp. and all of its affiliated companies (collectively, “**Seller**”) to the buyer named on the signature line of these Terms (“**Buyer**”). Any provisions or conditions of Buyer’s order which are in any way inconsistent with, or in addition to these Terms shall not be binding on Seller, and shall not be applicable, except with Seller’s written acceptance.

(b) The accompanying quotation (the “**Sales Confirmation**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer’s general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms.

(c) Notwithstanding anything to the contrary contained in this Agreement, Seller may, from time to time change the Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Sales Confirmation.

### 2. Delivery of Goods and Performance of Services.

(a) The Goods will be shipped within a reasonable time after the receipt of Buyer’s purchase order. Seller shall not be liable for any delays, loss or damage in transit.

(b) Unless otherwise agreed in writing by the parties, for shipments within the continental USA, Seller shall ship the Goods FCA (per Incoterms 2010) from Seller’s factory to the designated delivery location (the “**Delivery Point**”). For international shipments, Seller shall ship the Goods Ex Works (per Incoterms 2010). The Goods shall be shipped using Seller’s standard methods for packaging and shipping such Goods. Buyer shall take delivery of the Goods within ten (10) days of Seller’s written notice that the Goods have been shipped to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.

(c) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer’s purchase order.

(d) If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller’s notice that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

(e) Seller shall use commercially reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and any such dates shall be estimates only.

(f) With respect to the Services, Buyer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer’s premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as Seller may reasonably request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

(g) Any and all data books, instructions, operating manuals and specifications documents will be provided by Seller in an electronic format free of charge. Bound versions may be provided at Buyer’s request, subject to additional charges.

### 3. Non-Delivery.

(a) The quantity of any installment of Goods as recorded by Seller on dispatch from Seller’s place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

(b) Seller shall not be liable for any non-delivery of Goods (even if caused by Seller’s negligence) unless Buyer gives written notice to Seller of the non-delivery within ten (10) days of the date when the Goods would in the ordinary course of events have been received.

(c) Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

4. **Title and Risk of Loss.** Title and risk of loss passes to Buyer upon Seller’s delivery to the Delivery Point unless otherwise specified. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Uniform Commercial Code.

5. **Buyer’s Acts or Omissions.** If Seller’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

### 6. Inspection and Rejection of Nonconforming Goods and Services.

(a) Buyer shall inspect the Goods within ten (10) days of receipt (“**Inspection Period**”). Buyer will be deemed to have accepted the Goods unless it promptly notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. “**Nonconforming Goods**” means only the following: (i) product shipped is different than identified in Buyer’s purchase order; or (ii) product’s label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred

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by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, any allegedly Nonconforming Goods to Seller's facility. If Seller determines that the Goods are Nonconforming Goods, and exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Seller's expense and risk of loss, the replaced Goods to the Delivery Point, and shall reimburse Buyer for its return shipping costs.

- (c) If Buyer timely notifies Seller of material deficiencies in the performance of the Services, Seller shall undertake to reperform the Services within a reasonable time.
- (d) Buyer acknowledges and agrees that the remedies set forth in **Section 6(b) and 6(c)** are Buyer's exclusive remedies for the delivery of Nonconforming Goods and deficient Services.
- (e) In no event shall Goods be considered Nonconforming for purposes hereof due to the Goods bearing a different, superseding or new part number or version number for the specified part number, provided that the Goods in question are substantially the same part as specified in Buyer's order

## 7. **Changes.** Changes to Buyer's order shall be handled as follows:

- (a) Each party may at any time propose changes in the specifications of the Goods or Services, delivery schedules or scope of supply under these Terms (a "**Change**"). Seller is not obligated to proceed with any Change until both parties agree upon such Change in a written Change Order describing the Change and the resulting changes in Price and other provisions, as the parties may mutually agree. A Change may also be caused by changes in Buyer's site-specific requirements or procedures, industry specifications, codes, standards or applicable laws or regulations.
- (b) Upon such Changes, the Price, delivery schedule and the other provisions of these Terms will be adjusted to reflect additional costs or obligations incurred by Seller resulting from such Changes; provided, however, no adjustments will be made on account of a general change to Seller's manufacturing or repair facilities resulting solely from a change in applicable laws or regulations applicable to such facilities. Unless otherwise agreed by the parties in a Change Order, pricing for Seller's additional work resulting from a Change shall be at Seller's then-current time and material rates.
- (c) Notwithstanding the foregoing provisions of this **Section 7**, it shall not be considered a Change for purposes hereof solely due to Seller's delivery of Goods bearing a different, superseding or new part number or version number for the specified part number, provided that the Goods in question are substantially the same part as specified in Buyer's order.

## 8. **Price.**

- (a) Buyer shall purchase the Goods and Services from Seller at the prices (the "**Prices**") set forth in Seller's quotation or bid. Prices may be increased by Seller before delivery of the Goods, due to Buyer's order modifications, changes to specifications, or delays caused by Buyer. In such event, these Terms shall be construed as if the increased prices were originally inserted herein, and Buyer shall be billed by Seller on the basis of such increased prices..
- (b) Buyer agrees to reimburse Seller for all reasonable travel and out-of-pocket expenses incurred by Seller in connection with the performance of the Services.
- (c) All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.

## 9. **Payment Terms.**

- (a) Buyer shall pay all invoiced amounts due to Seller within thirty (30) days from the date of Seller's invoice. Unless otherwise provided in Seller's quotation, Buyer shall make all payments hereunder in US dollars.
- (b) Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods or performance of any Services if Buyer fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof.
- (c) Progress payments specified in the Sales Confirmation will apply if the total Prices for the Goods and Services purchased hereunder is equal to or greater than \$250,000.00 USD.
- (d) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

## 10. **Suspensions and Cancellations.**

- (a) No cancellations of an order or any portion of an order by Buyer will be effective unless accepted by Seller in writing. Accepted cancellations will be subject to a charge to cover all costs and expenses incurred by Seller through the date of cancellation, plus reasonable cancellation costs and a reasonable profit margin on the completed work. Cancellation of orders for Goods made to order and not part of Seller's regular stock will not be accepted after fabrication has commenced.
- (b) In the event Buyer suspends Seller's performance of work, Buyer shall reimburse Seller for all costs incurred by Seller as a result of the suspension, including, without limitation, all borrowing and opportunity costs. In the event a suspension exceeds 180 days in duration, in addition to being entitled to full reimbursement of costs, Seller shall have the unqualified right to cancel the unfinished portion of the order without liability.

## 11. **Limited Warranty.**

- (a) Subject to the other provisions of this Section 11, Seller warrants to Buyer that for a period of the lesser of eighteen (18) months from the date of shipment of the Goods, or twelve (12) months after the Goods are initially placed in operation ("**Goods Warranty Period**"), that such Goods will materially conform to the specifications set forth in Buyer's order and will be free from material defects in material and workmanship. The warranty for Services shall expire one (1) year after performance of the service, except that the warranty for software-related Services shall expire ninety (90) days after the performance thereof ("**Services Warranty Period**"). Seller shall have no liability for defects that arise after the warranty period has expired. These Warranty Periods may not be extended without Seller's express written agreement.
- (b) Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

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(c) Any performance guarantee of Seller relating to the Goods with regard to compliance with any governmental specifications, including, without limitation, particulate levels or pollution controls, are specifically limited to the time of commissioning or start-up of the Goods in question. It is the Buyer's responsibility to properly maintain the Goods, monitor system performance and take corrective actions.

(d) **EXCEPT FOR THE WARRANTIES SET FORTH IN SECTIONS 11(a) AND 11(b), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

(e) Products manufactured by a third party other than Seller's agents and subcontractors ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 11(a). For the avoidance of doubt, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.** To the extent that Seller is entitled to assign any warranty of a third-party manufacturer, Seller will assign such warranties to Buyer.

(f) Seller shall not be liable for a breach of the warranties set forth in **Section 11(a)** and **Section 11(b)** unless: (i) Buyer gives written notice of the defective Goods or Services, as the case may be, reasonably described, to Seller within ten (10) days of the time when Buyer discovers or ought to have discovered the defect; (ii) if applicable, Seller is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in **Section 11(a)** to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Buyer's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods or Services are defective. If Seller determines the Goods are defective, Seller shall reimburse Buyer's costs of shipping the Goods to Seller for examination.

(g) Seller shall not be liable for a breach of the warranty set forth in **Section 11(a)** and **Section 11(b)** if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.

(h) Seller's warranties set forth in **Section 11(a)** and **Section 11(b)** are further conditioned on: (a) the proper storage, installation, operation and maintenance of the Goods and conformance with the proper operation instruction manuals provided by Seller or its suppliers or subcontractors; (b) Buyer keeping proper records of operation and maintenance during the applicable Warranty Period and providing Seller access to those records; and (c) modification or repair of the Goods only as authorized by Seller in writing. Seller does not warrant products or any repaired or replacement parts against normal wear and tear or damage caused by misuse, accident or use against the advice of Seller. Any modification or repair of Goods not authorized by Seller shall render the warranty null and void.

(i) Electrical components, excluding motors, are warranted only to the extent warranted by the original manufacturer. To the extent that Seller is entitled to pass through a warranty of the original equipment manufacturer of the electrical goods sold, Seller will pass through such warranties to Buyer. Seller uses commercially reasonable efforts to utilize materials that resist rust, but the warranty on metal and stainless steel components DOES NOT COVER RUST, OXIDATION, FADING or other BLEMISHES unless it also results in a loss of structural integrity or a failure of these components.

(j) Subject to **Section 11(f)** and **Section 11(g)** above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller. **ALL COSTS OF ACCESSING, DISMANTLING, DECONTAMINATION, AND REINSTALLATION OF GOODS, COST OF FREIGHT AND DREYAGE, AND THE TIME AND EXPENSES OF SELLER'S PERSONNEL FOR SITE TRAVEL AND DIAGNOSIS ONSITE UNDER THIS WARRANTY SHALL BE BORNE BY BUYER.**

(k) Subject to **Section 11(f)** and **Section 11(g)** above, with respect to any Services subject to a claim under the warranty set forth in **Section 11(b)**, Seller shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate.

(l) **THE REMEDIES SET FORTH IN SECTION 11(j) AND SECTION 11(k) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 11(a) AND SECTION 11(b).**

## 12. Intellectual Property Rights.

(a) Buyer acknowledges and agrees that: (i) any and all Seller's intellectual property rights are the sole and exclusive property of Seller or its licensors; (ii) Buyer shall not acquire any ownership interest in any of Seller's intellectual property rights under this Agreement; (iii) any goodwill derived from the use by Buyer of Seller's intellectual property rights inures to the benefit of Seller or its licensors, as the case may be; (iv) if Buyer acquires any intellectual property rights, rights in or relating to any Goods (including any rights in any trademarks, derivative works or patent improvements relating thereto) by operation of law, or otherwise, such rights are deemed and are hereby irrevocably assigned to Seller or its licensors, as the case may be, without further action by either of the parties; and (v) Buyer shall use Seller's intellectual property rights solely for purposes of using the Goods under this Agreement and only in accordance with this Agreement and the instructions of Seller.

(b) Buyer shall not: (i) take any action that interferes with any of Seller's rights in or to Seller's intellectual property rights, including Seller's ownership or exercise thereof; (ii) challenge any right, title or interest of Seller in or to Seller's intellectual property rights; (iii) make any claim or take any action adverse to Seller's ownership of Seller's intellectual property rights; (iv) register or apply for registrations, anywhere in the world, for Seller's trademarks or any other trademark that is similar to Seller's trademarks or that incorporates Seller's trademarks; (v) use any mark, anywhere that is confusingly similar to Seller's trademarks; (vi) engage in any action that tends to disparage, dilute the value of, or reflect negatively on the Goods or any Seller's trademarks; (vii) misappropriate any of Seller's trademarks for use as a domain name without prior written consent from Seller; or (viii) alter, obscure or remove any Seller's trademarks, or trademark or copyright notices or any other proprietary rights notices placed on the Goods, marketing materials or other materials that Seller may provide.

## 13. Seller's Intellectual Property Indemnification.

(a) Subject to the terms and conditions of this Agreement, including Section 13(b) and Section 13(c), Seller shall indemnify, defend and hold harmless Buyer from and against all losses awarded against Buyer in a final non-appealable judgment arising out of any claim of a third party alleging that any of the Goods or Buyer receipt or use thereof infringes any intellectual property right of a third party.

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(b) If the Goods, or any part of the Goods, becomes, or in Seller's opinion is likely to become, subject to a claim of a third party that qualifies for intellectual property indemnification coverage under this **Section 13**, Seller shall, at its sole option and expense, notify Buyer in writing to cease using all or a part of the Goods, in which case Buyer shall immediately cease all such use of such Goods on receipt of Seller's notice.

(c) Notwithstanding anything to the contrary in this Agreement, Seller is not obligated to indemnify or defend Buyer against any claim (direct or indirect) under **Section 13(a)** if such claim or corresponding losses arise out of or result from, in whole or in part, (i) Buyer's marketing, advertising, promotion or sale or any product containing the Goods; (ii) use of the Goods in combination with any products, materials or equipment supplied to Buyer by a person other than Seller or its authorized representatives, if the infringement would have been avoided by the use of the Goods not so combined; (iii) any modifications or changes made to the Goods by or on behalf of any person other than Seller or its representatives, if the infringement would have been avoided without such modification or change; or (iv) Buyer's failure to use any updated or corrected version of the Goods; or (v) Seller's adherence to Buyer's specifications.

**(d) THIS SECTION 13 SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF SELLER AND THE SOLE AND EXCLUSIVE REMEDY FOR BUYER FOR ANY LOSSES COVERED BY SECTION 13.**

#### 14. **Limitation of Liability.**

(a) **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

(b) **IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER. THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION 14 SHALL APPLY EVEN IF BUYER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.**

(c) The limitation of liability set forth in **Section 14(b)** shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct or (ii) death or bodily injury to the extent resulting from Seller's negligent acts or omissions.

#### 15. **Compliance with Law.**

(a) *Generally.* Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

(b) *OFAC Representation and Warranty.* Buyer is in compliance with the International Emergency Economic Powers Act (50 U.S.C. § 1701) and all other Laws administered by OFAC or any other Governmental Authority imposing economic sanctions and trade embargoes ("**Economic Sanctions Laws**") against countries ("**Embargoed Countries**") and persons designated in such Laws (collectively, "**Embargoed Targets**"). Buyer is not an Embargoed Target or otherwise subject to any Economic Sanctions Law.

(c) *OFAC Covenant.* Without limiting the generality of **Section 15(a)**, Buyer shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, Buyer shall not: (i) directly or indirectly export, re-export, transship or otherwise deliver the Goods or any portion of the Goods to an Embargoed Country or an Embargoed Target; or (ii) broker, finance or otherwise facilitate any transaction in violation of any Economic Sanctions Law.

(d) *Export Regulation (EAR and ITAR) Covenant.* Buyer acknowledges that the Goods, including any software, documentation and any related technical data included with, or contained in, such Goods, and any products utilizing any such Goods, software, documentation or technical data (collectively, "**Regulated Goods**") may be subject to US export control Laws and regulations, including the Export Administration Regulations promulgated under the Export Administration Act of 1979, and the International Traffic in Arms Regulations administered by the US Department of State. Without limiting the generality of **Section 15(a)**, Buyer shall not, and shall not permit any third parties to, directly or indirectly, export, re-export or release any Regulated Goods to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any Regulated Goods is prohibited by applicable federal or foreign law. Buyer shall be responsible for any breach of this Section by its, and its successors' and permitted assigns', parent, affiliates, employees, officers, directors, partners, members, shareholders, customers, agents, distributors, resellers or vendors that are not Buyer.

(e) *Foreign Corrupt Practices Act Representation and Warranty.* Buyer is in compliance with the Foreign Corrupt Practices Act of 1977, as amended ("**FCPA**") and the UK Bribery Act of 2010 ("**Bribery Act**"). Neither Buyer nor any of its representatives has: (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity or to influence official action; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment; or (iv) failed to disclose fully any contribution or payment made by Buyer (or made by any Person acting on its behalf of which Buyer is aware) that violates the FCPA or the Bribery Act.

(f) *Anti-Bribery Covenant.* Without limiting the generality of **Section 15(a)**, Buyer shall, and shall cause its representatives to, comply with the FCPA and the Bribery Act, including maintaining and complying with all policies and procedures to ensure compliance with these Acts.

16. **Termination.** In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Buyer's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

17. **Waiver.** No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

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18. **Confidential Information.** All non-public, confidential or proprietary information of Seller, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential” in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.
19. **Force Majeure.** Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.
20. **Assignment.** Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.
21. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
22. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
23. **Governing Law.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State or nation where Seller has its principal place of business, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of such State. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the transactions contemplated by these Terms and Conditions.
24. **Submission to Jurisdiction.** Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the courts of the State or nation where Seller has its principal place of business, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
25. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
26. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
27. **Survival.** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Insurance, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction and Survival.
28. **Amendment and Modification.** These Terms may only be amended or modified in a written document stating specifically that it amends these Terms and is signed by an authorized representative of each party. Only the VP&GM of the Business or the General Counsel of CECO are authorized to approve.

# 1 Belt Guard



2Belt Guard



Blower Air Inlet Hole Size



Duct



Electrical  
Disconnect



Expansion Joint



Fan Inlet



Fiberglass Air Inlet



Half Inch Bolt Anchor



www.duperon.com  
800.383.8479

Motor Cover with Grill



Rotation



Shaft Cover with Grease Fitting Access

