



Ixom Service Program

(formerly Solarbee/Midura)

Main Office & Service Center Information:

IXOM Watercare Inc
3225 Highway 22
Dickinson, ND 58601
Toll Free: (866) 437-8076 Phone: (701) 225-4495
Fax: (866) 355-7583

Date: May 14, 2021
Quote #: SP21150
Customer #: ULY01

Customer Information:

Ulysses, Town of
10 elm St
Trumansburg, NY 14886

Quote Is Valid Until: August 31, 2021

Customer Contact(s): Chris Stevenson

Pricing Options (costs cover all units listed below):

OPTION 1	Standard Annual Cost (Re-Quoted Annually)	\$2,913.00
OPTION 2	Locked Annual Cost (3 Year Term, Invoiced Annually)	\$4,330.39
OPTION 3	Upfront One Time Cost (3 Year Term, Invoiced At Start)	\$11,866.93

Additional Notes:

Price is prorated while machines are under warranty.
Blower and SN5 warranty expires 11/30/2022.
GS9 mixer expires 11/30/2025.

Acceptance Of Ixom Service Program

To accept this Service Program, please fill out below information, sign, then submit via:
a) fax to 866-355-7583, b) scan and email to customerservice@ixom.com, or c) mail using address above.

_____ _____
Option 1, 2, or 3 Purchase Order Number (if applicable)

_____ _____
Authorized Signature Date



Ixom Service Program

Unit(s) & Location(s) Covered Under Ixom Service Program:

	Serial Number	Model	Location
1	201009250	SN5	USNYPW-LOC4532.001: Location(5135): Van Dorn Corners Road Tank
2	200909146	F4 Blower, 1PH	USNYPW-LOC4532.001: Location(5135): Van Dorn Corners Road Tank
3	200909110	GS-9 v2	USNYPW-LOC4532.001: Location(5135): Van Dorn Corners Road Tank

Service Program Details**• Comprehensive Damage Repair**

Damage which occurs to your Ixom manufactured equipment in the normal course of operation will be repaired or replaced including supply and installation of structural repairs and replacement parts in accordance with Ixom's standard terms & conditions.

• Access To On-Staff Water Quality

Ixom employs many experts in the water quality field including specialized areas such as limnology, hydrology, wastewater, biology, and engineering. Our water quality experts are available for data analysis and troubleshooting when needed.

• Annual Maintenance of Ixom Manufactured Equipment

Ixom service personnel will perform a minimum of one (1) onsite equipment inspection & maintenance per yearly term of the service contract.

- **SolarBee® SB & GF Series Mixers / Circulators:** Power systems, impeller, intake and structural components are inspected. Solar modules and flow dish are adjusted and cleaned. A complete inspection for mechanical, structural, and electronic items is performed. All necessary or advisable machine repairs and/or upgrades are made.
- **GridBee® SN Series THM Removal Systems:** Motor, pump, spray nozzle and all structural components are inspected and replaced if needed. A complete inspection for mechanical and structural items is performed. All necessary or advisable machine repairs and/or upgrades are made.

• Onsite Crew Response For Critical Application & Operational Service Issues

If service issues arise, the customer may be asked to perform a basic machine inspection and discuss results with Ixom's Customer Service Department. In some cases, the customer may be asked to perform minor tasks (i.e., cleaning, basic troubleshooting, and replacing minor parts). If replacement parts are needed, the factory will ship them out at no cost. For more serious application and service issues, Ixom will dispatch service personnel to resolve the issues onsite.

• Maintenance on Third Party Equipment Supplied by Ixom

Ixom service personnel may complete general cleaning and maintenance checks on third party equipment; however, all repairs and warranty claims will go through the equipment's direct manufacturer. Any repair costs not covered under direct manufacturer are the owner's responsibility.

• Removal, Storage, and Redeployment of Potable Water Machines

For situations when Ixom equipment needs to be removed, stored, and redeployed, services can be offered at a discounted rate. Contact Ixom Customer Service for a quote.

• Pre-Enrollment Requirement

All Ixom equipment deployed at a particular location must be covered under the same service contract term. If equipment is not covered under a service contract within one year of initial deployment, or if a service contract is allowed to lapse, a pre-enrollment inspection at standard service rates may be required to enroll / re-enroll in a service contract.

• Service Contract Start Date / Invoice Date

The service contract start date is the first of the month following notification of acceptance or at a time designated by the customer (always the first of a month). Invoices are issued within 30 days of the start date.

GENERAL TERMS AND CONDITIONS OF SALE OF SERVICES

These terms and conditions (collectively, "Terms and Conditions") govern all services and components supplied in the course of providing those services (collectively, "Services") agreed to be supplied by IXOM Watercare Inc ("Seller") to any person to whom any quotation is made or who is offering to contract with the Seller ("Buyer"). The Terms and Conditions are incorporated into any order, offer, arrangement or understanding between the Seller and the Buyer (including pursuant to a quotation or letter of offer accepted by the Buyer) as well as any quotation or invoice or any other document to which they are attached (individually and collectively "Order"). All purchases by Buyer are expressly limited and conditioned upon acceptance of the Terms and Conditions and without limiting any other mode of acceptance, Buyer's acceptance of the Services manifests Buyer's assent to the Terms and Conditions and the credit terms offered by Seller. Seller objects to and rejects any provision additional to or different from the Terms and Conditions that may appear in Buyer's purchase order, acknowledgement, confirmation, writing or in any prior or later communication from Buyer to Seller, unless Seller expressly agrees to such provision in a written amendment signed by Seller. An Order together with these Terms and Conditions are herein referred to as "Contract".

1. PRICES; TAXES; PAYMENT TERMS; DEFAULT.

- (a) Prices for Services and any adjustments to such prices shall be determined in accordance with Seller's final pricing letter or offer forming part of the Contract which has been accepted by Buyer ("Price"). The Buyer may accept that pricing letter and its contents either through written confirmation or by accepting, receiving or allowing the provision of any of the Services.
- (b) Prices do not include any sales, use, excise, privilege, or other taxes or assessments imposed on the Services sold hereunder and unless Buyer provides proof of exemption satisfactory to Seller, such may be added to the price of the Services.
- (c) Subject to Section 1(e) and unless otherwise agreed in writing, payment terms are net 30 days from date of invoice. Payments not received when due shall incur service charges at the rate of 1½% per month (18% per annum) until paid, compounded on a daily basis.
- (d) If any of the events set out in this Section 1(d)(i) through (v) below occur, Seller reserves the right, among other remedies, to delay or suspend further provision of Services or require full or partial cash payment in advance until all sums due have been paid. Buyer shall be liable for all costs and expenses incurred by Seller in collecting any overdue amounts, including without limitation reasonable attorneys' fees.
- (i) Buyer defaults in any payments or is unable or states that it is unable to pay its debts as and when they fall due.
- (ii) Buyer commits an act of bankruptcy, files a voluntary petition in bankruptcy or has filed against it an involuntary petition in bankruptcy or has a trustee, receiver, liquidator, custodian, conservator, manager, controller or voluntary administrator appointed in respect of Buyer's estate or any part of Buyer's property or assets.
- (iii) Buyer passes a resolution for its winding up or enters into liquidation or has an application for winding up filed against it.
- (iv) Buyer makes an assignment for the benefit of its creditors.
- (v) Buyer experiences any analogous event having substantially similar effect to any of the events listed above.
- (e) Notwithstanding Section 1(a), Seller may at any time in its sole and unfettered discretion and without being under any duty or obligation to assign reasons, review, alter or terminate Buyer's credit limit or payment terms without notice. Without limiting the generality of the foregoing, the decision of Seller shall be final and Seller accepts no liability or responsibility for any loss, howsoever arising, incurred by Buyer due to the operation of this condition.

2. SERVICE DELIVERY AND RESPONSIBILITY TO PURCHASE.

- (a) Unless agreed otherwise in writing, all Service delivery dates are estimates only. Seller shall make all reasonable efforts to have Services completed on or about the date or within the time frame of the Order but Seller shall not be liable for any failure or delay in completion for any reason.
- (b) Purchase orders issued by Buyer and placed with Seller are irrevocable and Buyer is contractually obliged to take delivery of Services and pay for all Services ordered and supplied or made available by Seller pursuant to such purchase order

3. INSPECTION; ACCEPTANCE.

Buyer shall promptly examine the Services for any defects or failure of the Services to comply with the Contract ("Defects"). All claims for Defects shall be deemed waived unless made in writing and received by Seller within:

- (a) for components provided by the Seller - 90 days of completion of the Services; and
- (b) for all other parts of the Services - 30 days of completion of the Services, ("Warranty Period").

If Buyer finds that any of the Services have Defects, Buyer may, at its option, reject that portion of the Services that fail to comply by providing Seller with a notice made in writing and received by the Seller within the applicable Warranty Period. Failure to timely deliver written notice of any such claim or rejection of the Services within the warranty period specified in this clause 3 shall be deemed an absolute and unconditional waiver of and bar against such claim for Defects and all claims related thereto and shall constitute an unqualified acceptance of such Services, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether use or application of the Services shall have then taken place.

4. LIMITED WARRANTY.

- (a) Subject to Section 4(e) and Section 7 below, Seller warrants that the Services shall conform to the specifications, scope and description agreed by the parties in writing and contained or referenced in the Order and that components supplied in the course of providing the Services will be free from material defects.
- (b) Buyer is solely responsible for determining that the Services and their specification and scope are appropriate for Buyer's intended use. Any advice or recommendations by Seller with respect to the Services or the use of the Services are provided in good faith based on tests or experience believed to be reliable but such advice or recommendations are not warranted. Buyer agrees that it is responsible for ensuring that Services that comply with the warranties in Section 4(a) are fit and suitable for its purposes, requirements, processes, plant and equipment.
- (c) To the maximum extent permitted by law, Seller makes no other representation or warranty of any kind, and hereby expressly disclaims all other representations or warranties, express, implied, statutory or arising from a course of dealing, usage of the trade or otherwise, including without limitation any representation or warranty as to merchantability, fitness for a particular purpose, or any other matter with respect to the Services, whether used alone or in combination with any other services or equipment.
- (d) In the event the exclusion of some or all of such warranties under section 4(c) for any of the Services would be illegal, the Seller's liability for any additional warranty is limited to the extent required by applicable law and, to the extent permitted by such law is subject to section 4(e) and section 5.
- (e) Without limiting clauses 3 and 4(d) of above, Seller's sole liability and Buyer's sole remedy for breach of warranty are specifically limited to the re performance of the non-conforming Services and, where applicable, resupply of components supplied in the course of providing the Services, or the cost of such re-performance or resupply where Seller fails to rectify the breach in a timely manner. Should these remedies be found by a court with jurisdiction over the supply of Services and this Contract to be legally unenforceable, Buyer agrees that the return of the amount paid by the Buyer to the Seller for the purchase of the Services which fail to conform with the warranties set forth in section 4 shall be considered a fair and adequate remedy and prevent the remedies from failing of their essential purpose.

5. LIMITATION OF LIABILITY.

- (a) The liability of Seller and its affiliates to Buyer under and in connection with the Contract is limited to the price allocable to the Services giving rise to the claim and in no event shall the cumulative liability of Seller howsoever arising, whether under warranty, contract, tort, negligence, strict liability, indemnification, defense or any other cause or combination of causes whatsoever, exceed the total payments received from Buyer under the Contract in connection with the Services.
- (b) To the extent permitted by law and not withstanding any provision to the contrary in the contract, Seller shall not be liable for special, indirect, incidental or consequential damages, including without limitation, loss of profits, loss of business revenues, loss of capital, failure to realize expected profits or savings, overhead costs, loss by reason of service interruption or increased expense of operation, loss of goodwill, loss of reputation, loss of value in any intellectual property, damages or liquidated sums payable pursuant to other agreements or to other third parties, other economic losses, whether arising under warranty, contract; negligence (including negligent misrepresentation) or other tort, strict liability, breach of statute, indemnification, or any other cause or combination of causes, including any theories of concurrent liability arising from a duty of care by operation of law or otherwise.