



Line	Service Name				Line Total
	Covered Product	Start Date	End Date	Description/Serial Number	
1	FSPCA610	20-JAN-22	19-JAN-24	Fld Svc-2V CA610 Fluoride:20-JAN-2022:19-JAN-2024	10,077.60
	1.1	5740000	42	CA610 FLUORIDE ANALYZR W/KITS ; 160500545416	
	1.2	5740000	4MGW	CA610 FLUORIDE ANALYZR W/KITS ; 160500545417	
2	PMP-SS6-1V	20-JAN-22	19-JAN-24	PMP-SURFACE SCATTER 6 TURB-1V (FRV 2:20-JAN-2022:19-JAN-2024	902.50
	2.1	4500000	Blend	oo SS6 TURBIDIMETER FINAL ASSY ; 901201565	
3	PMP-EC310-1V	20-JAN-22	19-JAN-24	PMP-EC310 pH-1V (FRV 2):20-JAN-2022:19-JAN-2024	5,021.70

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3.1	5510000			42	oo PH CONTROLLER, EC310 ; 011000001651	
3.2	5510000			C5	oo PH CONTROLLER, EC310 ; 011000001652	
3.3	5510000			Rc3	oo PH CONTROLLER, EC310 ; 020200001945	
4	PMP-GLPHORP-1V	20-JAN-22	19-JAN-24		PMP-GLI pH ORP PROBE-1V (FRV 1):20-JAN-2022:19-JAN-2024	1,789.80
4.1	DPD1P1			Panel	Digital pH Sensor, PEEK, Convertible ; 1212432280	
4.2	DPD1P1			Barnes	Digital pH Sensor, PEEK, Convertible ; 1212432281	
4.3	D3422C3			Panel	Digital Conductivity Sensor, 1.00 K ; 001404530745	
5	PMP-2100N-1V	20-JAN-22	19-JAN-24		PMP-2100N LAB TURB-1V (FRV1):20-JAN-22:19-JAN-24	670.70
5.1	4700062			Lab turb	oo 2100N LAB TURB, INSTRUMENT ONLY ; 980600004653	
6	FSP1720E	20-JAN-22	19-JAN-24		Fld Svc-4V 1720E Turb Sensor:20-JAN-2022:19-JAN-2024 Field Service includes: All parts, labor, and travel for on-site repairs, 4 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.	22,501.70
6.1	LPV417.99.00002			F2	1720E LR TURBIDITY SENSOR, HACH ; 041200005651	
6.2	LPV417.99.00002			F4	1720E LR TURBIDITY SENSOR, HACH ; 050200007249	
6.3	LPV417.99.00002			F7	1720E LR TURBIDITY SENSOR, HACH ; 050400008608	







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7.7	5440000			8R3F oo CL17 FINAL ASSEMBLY W/KITS ; 040900010869	
7.8	5440000			DC1 oo CL17 FINAL ASSEMBLY W/KITS ; 061100017272	
7.9	5440000			RC2 oo CL17 FINAL ASSEMBLY W/KITS ; 061100017328	
7.10	5440000			SP2T oo CL17 FINAL ASSEMBLY W/KITS ; 130500475037DUP	
7.11	5440005			RR3 oo CL17 FINAL ASSY W/PRESS REG INSTALL ; 192870029305	
7.12	5440005			W17 <del>SP2T</del> oo CL17 FINAL ASSY W/PRESS REG INSTALL ; 193460030400	
8	PMP-SC100-1V	20-JAN-22	19-JAN-24	PMP-SC100-1V (FRV 1):20-JAN-2022:19-JAN-2024	1,320.50
8.1	LXV401.52.02002			Blend oo aa SC100, Hach, Modbus 486 ; 930957002	
8.2	LXV401.52.02002			C1 oo aa SC100, Hach, Modbus 486 ; 10090C1378	
8.3	LXV401.52.02002			C3 oo aa SC100, Hach, Modbus 486 ; 10090C1375.	
8.4	LXV401.52.02002			C2 oo aa SC100, Hach, Modbus 486 ; 0504570237.	
8.5	LXV401.52.00002			C4 oo SC100, Hach ; 06110C1395	
9	FSPCLX10	20-JAN-22	19-JAN-24	Fld Svc-2V CLx10 (free or total):20-JAN-2022:19-JAN-2024 Field Service Partnership includes all parts, labor, and travel for on-site repairs, 2 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Coverage does not include the sc200 or optional pH probe.	8,772.30
9.1	9150300			Chuck oo SENSOR, TOTAL CHLORINE, CLT10 sc ; 15140014501	
9.2	9150300			SET oo SENSOR, TOTAL CHLORINE, CLT10 sc ; 16295028501	




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9.3	9150300			oo SENSOR, TOTAL CHLORINE, CLT10 sc ; 12131011201	
10	FSPSC1000	20-JAN-22	19-JAN-24	Fld Svc-1V SC1000 Controller:20-JAN-2022:19-JAN-2024	556.70
10.1	LXV418.99.50002			db UVAS sc PROBE, 5mm ; 1486591	
11	FSPUVASPRB	20-JAN-22	19-JAN-24	Fld Svc-2V UVAS Sensor:20-JAN-2022:19-JAN-2024	2,722.70
11.1	LXV418.99.50002			db UVAS sc PROBE, 5mm ; 1486591	
12	FSPLDO2	20-JAN-22	19-JAN-24	Fld Svc LDO2 - 1 visit:20-JAN-2022:19-JAN-2024 Field Service Partnership provides full coverage, including one on-site annual preventative maintenance/calibration service and probe replacement upon failure.	803.70
12.1	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 132050000041	
13	FSP5500SC AMC	20-JAN-22	19-JAN-24	Fld Svc 5500sc AMC 2 VST:20-JAN-2022:19-JAN-2024 Field Service includes: All parts, labor, and travel for on-site repairs, 2 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates.	7,316.90
13.1	5500.AMC.AC.2.U S			5500sc AMMONIA MONOCHLORAMINE ANALYZER, AC, 2 CH, US (9560000 FOR DWG) ; 152740300001	
14	FSPSC200	20-JAN-22	19-JAN-24	Fld Svc-1V SC200 Controller:20-JAN-2022:19-JAN-2024	3,750.60
14.1	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1703C0153043	
14.2	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1703C0169251	
14.3	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1703C0153050	


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14.4	LXV404.99.00502			<i>F132</i> sc200 CONTROLLER, AC-DC, DIG,HACH ; 100359000362	
14.5	LXV404.99.00502			<i>FW</i> sc200 CONTROLLER, AC-DC, DIG,HACH ; 110859000897	
14.6	LXV404.99.00552			<i>FQ10</i> sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1110C0024656	
14.7	LXV404.99.00552			<i>F1132</i> sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1703C0169254	
15	BSPPLUSDR6000	20-JAN-22	19-JAN-24	BenchPlus-DR6000:20-JAN-2022:19-JAN-2024 The Bench Service Plus Partnership includes repairs at the Hach Service Center, one on-site start-up or preventative maintenance/calibration visit, unlimited technical support calls, and free software upgrades.	3,021.00
15.1	LPV441.99.00012			db DR 6000 UV VIS SPECTROPHOTOMETER W RFID TECHNOLOGY ; 1844064	
16	FSP1720E	20-JAN-22	19-JAN-24	<i>Lab</i> Fld Svc-4V 1720E Turb Sensor:20-JAN-2022:19-JAN-2024 Field Service includes: All parts, labor, and travel for on-site repairs, 4 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.	3,461.80
16.1	LPV417.99.00002			<i>48</i> 1720E LR TURBIDITY SENSOR, HACH ; 120708210982	
16.2	LPV417.99.00002			<i>F3</i> 1720E LR TURBIDITY SENSOR, HACH ; 050200007253	
17	FSPCL17	20-JAN-22	19-JAN-24	aa Fld Svc-2V CL17 (current version):20-JAN-2022:19-JAN-2024 For CL17 p/n 5440000 only. Field Service includes all parts, labor, and travel for on-site repairs, two	28,486.70

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				preventative maintenance visits per year (including required parts), unlimited technical support calls, and free firmware updates.	
17.1	5440005			FW T oo CL17 FINAL ASSY W/PRESS REG INSTALL ; 171790010976	
17.2	5440005			4MB IWF oo CL17 FINAL ASSY W/PRESS REG INSTALL ; 180470015514	
17.3	5440005			48 F oo CL17 FINAL ASSY W/PRESS REG INSTALL ; 180510015552	
17.4	5440005			4MB IWF oo CL17 FINAL ASSY W/PRESS REG INSTALL ; 180520015579	
17.5	5440005			4MB E F oo CL17 FINAL ASSY W/PRESS REG INSTALL ; 180520015580	
17.6	5440005			42 F oo CL17 FINAL ASSY W/PRESS REG INSTALL ; 183360022347	
17.7	5440005			NT oo CL17 FINAL ASSY W/PRESS REG INSTALL ; 183380022402	
17.8	5440005			ST oo CL17 FINAL ASSY W/PRESS REG INSTALL ; 183380022404	
17.9	5440005			FW SRIF oo CL17 FINAL ASSY W/PRESS REG INSTALL ; 192610028646	
17.10	5440005			4MB E F oo CL17 FINAL ASSY W/PRESS REG INSTALL ; 193430030288	
17.11	5440005			4MB E F oo CL17 FINAL ASSY W/PRESS REG INSTALL ; 180500015526	
18	FSPCA610	20-JAN-22	19-JAN-24	Fid Svc-2V CA610 Fluoride:20-JAN-2022:19-JAN-2024	5,038.80
18.1	5740000			FW CA610 FLUORIDE ANALYZR W/KITS ; 151200538482	
19	PMP-GLPHORP-1V	20-JAN-22	19-JAN-24	PMP-GLI pH ORP PROBE-1V (FRV 1):20-JAN-2022:19-JAN-2024	7,755.80
19.1	9181500			PHD, RYTON, pH-WIDE RANGE, 6 FOOT CABLE w/ADAPTER ; 1811435492	



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19.2	9181500	FW	PHD, RYTON, pH-WIDE RANGE, 6 FOOT CABLE w/ADAPTER ; 1811435097		
19.3	9181500	RC3	PHD, RYTON, pH-WIDE RANGE, 6 FOOT CABLE w/ADAPTER ; 1811435491		
19.4	DPS1.99	MP5	Digital pH Sensor, Stainless ; 1410441835		
19.5	DPD1P1	48	Digital pH Sensor, PEEK, Convertible ; 1808445821		
19.6	DPD1P1	C3	Digital pH Sensor, PEEK, Convertible ; 1802449522		
19.7	DPD1P1	C4	Digital pH Sensor, PEEK, Convertible ; 1410434835		
19.8	DPD1P1	Hand	Digital pH Sensor, PEEK, Convertible ; 1711430409		
19.9	DPD1P1	Paul	Digital pH Sensor, PEEK, Convertible ; 1808445819		
19.10	DPD1P1	C2	Digital pH Sensor, PEEK, Convertible ; 1611441509		
19.11	DPD1P1	RC1	Digital pH Sensor, PEEK, Convertible ; 1410441054		
19.12	DPD1P1	48	Digital pH Sensor, PEEK, Convertible ; 1507440349		
19.13	DPD1P1	C1	Digital pH Sensor, PEEK, Convertible ; 1808445859		
20	FSPFP360	20-JAN-22	19-JAN-24	Fld Svc-1V FP360 Oil-in-Water Probe:20-JAN-2022:19-JAN-2024 Field Service includes: All parts, labor, and travel for on-site repairs, 1 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety	7,320.70

Paul

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					requirements.
	20.1	LXV441.99.11302			FP360sc, 500ppb, SS, 1.5M, W/O CLEAN ; 11300604
21	FSPSOLITAX		20-JAN-22	19-JAN-24	Fld Svc-2V Solitax Sensor:20-JAN-2022:19-JAN-2024
	21.1	LXV423.99.00100			db TS-LINE sc/IMMERSION 50g/l WIPER SS ; 1310174DUP1
	21.2	LXV423.99.00100			db TS-LINE sc/IMMERSION 50g/l WIPER SS ; 143397
22	ADMIN_HANDLING_MYA		20-JAN-22	19-JAN-24	price increase for year 2
	22.1				CONTRACT SPECIAL ITEM
					Sub Total : 149,021.00 Tax: 0.00 Total : 149,021.00 ✓

**Partnership Notes :**

YEAR 1 @ \$73,005.50  
YEAR 2 @ \$74,510.50  
TOTAL COST \$149,021.00

*173,758.00*  
*75,263.00*  
*11/18/21*

*which are amended and attached,*

*D. Schu*  
*11-18-21*

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at [www.hach.com/terms](http://www.hach.com/terms). Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract

Customer Name : CITY OF AURORA

Customer P.O. Number : \_\_\_\_\_

Customer Reference Number : \_\_\_\_\_

**TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES**

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

**1. APPLICABLE TERMS & CONDITIONS:**


These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

**2. CANCELLATION:**

Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be

*D. Schu*  
*11-18-21*



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prorated based on the duration of the service plan. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

### 3. DELIVERY:

Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

### 4. INSPECTION:

Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

### 5. PRICES & ORDER SIZES:

All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance, brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

### 6. PAYMENTS:

All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at [www.hach.com](http://www.hach.com). Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency; (e) payment plus applicable storage charges and/or inventory carrying charges; (f) repossess the Products for which payment has not been made; (g) recover all costs of collection including reasonable attorney's fees; or (h) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

### 7. LIMITED WARRANTY:

Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

### 8. INDEMNIFICATION:

Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

### 9. PATENT PROTECTION:

Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

### 10. TRADEMARKS AND OTHER LABELS:

Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

### 11. SOFTWARE:

All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).


### 12. PROPRIETARY INFORMATION; PRIVACY:

"Proprietary information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

### 13. CHANGES AND ADDITIONAL CHARGES:

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	<b>HACH SERVICE PARTNERSHIP QUOTATION</b>  <b>Headquarters</b> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  <b>Purchase Orders</b>	Page : Partnership Number :  WebSite: <a href="http://www.hach.com">www.hach.com</a>	11 of 11 <b>HACH51211</b>  <b>Remittance</b> 2207 Collections Center Dr Chicago, IL 60693  <b>Wire Transfers</b> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593
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Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

#### 14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:

In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

#### 15. LIMITATIONS ON USE:

Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

#### 16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:

Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and [www.danaherintegrity.com](http://www.danaherintegrity.com) for a copy of the SOC and for access to our Helpline portal.

#### 17. FORCE MAJEURE:

Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

#### 18. NON ASSIGNMENT AND WAIVER:

Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

#### 19. LIMITATION OF LIABILITY:

None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, however caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

#### 20. APPLICABLE LAW AND DISPUTE RESOLUTION:

The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

#### 21. ENTIRE AGREEMENT & MODIFICATION:

These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

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## Terms & Conditions of Sale for Hach Company Products and Services

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates.

### 1. APPLICABLE TERMS & CONDITIONS:

The Parties (Hach and Buyer) agree that this Document shall serve to override any portions contained in the Hach terms and conditions which are published on Hach's website at [www.hach.com/terms](http://www.hach.com/terms). To the extent any of these terms or conditions contained in this agreement conflict with any of the terms and conditions contained in the Hach Sales Order Acknowledgment, it is expressly understood and agreed that the terms of this Document shall take precedence over and supersede the terms in the Hach Sales Order Acknowledgment.

### 2. CANCELLATION:

Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

### 3. DELIVERY:

Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

### 4. INSPECTION:

Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

### 5. PRICES & ORDER SIZES:

All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable

exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. PAYMENTS:

All payments must be made in U.S. dollars. Invoices and payments shall comply with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1 per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See ¶20 for further wire transfer requirements.

7. LIMITED WARRANTY:

Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. INDEMNIFICATION:

Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty.

9. PATENT PROTECTION:



Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS v. 2018-08-14 2 from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products.

#### 10. TRADEMARKS AND OTHER LABELS:

Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

#### 11. SOFTWARE AND DATA.

All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such express licenses and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

#### 12. PROPRIETARY INFORMATION; PRIVACY:

"Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage

Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

### 13. CHANGES AND ADDITIONAL CHARGES:

Upon written notice to Buyer, Hach has the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

### 14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:

In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

### 15. LIMITATIONS ON USE:

Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

### 16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:



Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and [www.danaherintegrity.com](http://www.danaherintegrity.com) for a copy of the SOC and for access to our Helpline portal.

#### 17. RELATIONSHIP OF PARTIES:

Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

#### 18. FORCE MAJEURE:

The Parties are excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

#### 19. NON ASSIGNMENT AND WAIVER:

Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

#### 20. WIRE TRANSFERS:

Buyer and Hach both recognize that there is a risk of wire fraud when individuals impersonating a business demand immediate payment under new wire transfer instructions. To avoid this risk, Buyer

must verbally confirm any new or changed wire transfer instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before transferring any monies using the new wire instructions. Both parties agree that they will not institute wire transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any wire transfer instruction changes before any outstanding payments are due using the new instructions.

**21. LIMITATION OF LIABILITY:**

**None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting;; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort. The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.**

**22. APPLICABLE LAW AND DISPUTE RESOLUTION:**

The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Illinois, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in the Circuit Court of Kane County, Illinois.

**23. ENTIRE AGREEMENT & MODIFICATION:**

These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon the Parties unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of either party. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.