

**CITY OF FORT WORTH
REQUEST TO EXERCISE RENEWAL OPTION**

August 17, 2020

HACH Company
Attn: Kathy Payn
5600 Lindbergh Dr.
Loveland, CO 80538

Re: **Contract Renewal Notice**

Purchase No. SS-100376 (the "Contract")

Renewal Term No. 4: September 14, 2019 to September 13, 2020

2020 FEB 10-06-20
2021 FEB 10-06-20

The above referenced Contract with the City of Fort Worth expires on September 13, 2020 (the "Expiration Date"). Pursuant to the Contract, contract renewals are at the mutual agreement of the parties. This letter is to inform you that the City is requesting to renew the Contract for an additional one (1) year period, which will begin immediately after the Expiration Date. All other terms and conditions of the Contract remain unchanged.

To agree to renew the Contract for an additional one (1) year period, please sign and return this request to exercise renewal option, along with a copy of your current insurance certificate and W-9, to the address set forth below.

Please log onto PeopleSoft Purchasing at <http://fortworthtexas.gov/purchasing> to insure that your company information is correct and up-to-date.

If you have any questions concerning this Contract Renewal Notice, please contact me at the telephone number listed below.


Sincerely,



Patricia Stanley
Management Analyst II
817-392-5906

**OFFICIAL RECORD
CITY SECRETARY
FT. WORTH, TX**

ACCEPTED AND AGREED:

<p>CITY OF FORT WORTH</p> <p>By: <u><i>Dana Burghdoff</i></u> <small>Dana Burghdoff (Oct 5, 2020 13:17 CDT)</small></p> <p>Name: Dana Burghdoff Title: Assistant City Manager</p> <p>APPROVAL RECOMMENDED:</p> <p>By: <u><i>Christopher Harder</i></u> <small>Christopher Harder (Sep 18, 2020 12:05 CDT)</small></p> <p>Name: Chris Harder, PE Title: Water Director</p> <p>ATTEST:</p> <p>By: <u><i>for Ronald P. Gonzales</i></u> <small>for Ronald P. Gonzales (Oct 5, 2020 13:35 CDT)</small></p> <p>Name: Mary Kayser Title: City Secretary</p> 	<p>CONTRACT COMPLIANCE MANAGER: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: <u><i>Patricia Stanley</i></u> <small>Patricia Stanley (Sep 17, 2020 11:02 CDT)</small></p> <p>Name: Patricia Stanley Title: Management Analyst II</p> <p>APPROVED AS TO FORM AND LEGALITY:</p> <p>By: <u><i>Christa R. Lopez-Reynolds</i></u> <small>Christa R. Lopez-Reynolds (Oct 5, 2020 12:17 CDT)</small></p> <p>Name: Christa R. Lopez-Reynolds Title: Senior Assistant City Attorney</p> <p>CONTRACT AUTHORIZATION: M&C: <u>P-11933</u> Date Approved: <u>09/13/2016</u></p> <p>Form 1295 Certification No.: _____</p>
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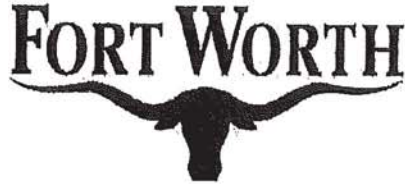
Hach Company

By: *Roxanna Starika* Date: 9/11/20

Name: Roxanna Starika

Title: Project Specialist II

OFFICIAL RECORD
CITY SECRETARY
FT. WORTH, TX



August 29, 2019

Hach Company
PO BOX 389
Loveland, CO
Attention: Amy Olsen
ACH@HACH.COM

Re: Renewal of Bid Hach Company SS Lab Supplies
Po No: 16-0371; PO-17-00100376

On 9/13/2019, the agreement between Hach Company and the City of Fort Worth will expire with two (2) option(s) to renew. If you agree to extend the existing agreement for an additional 12-month period, please mark the appropriate box, sign below and return to this letter, your current certificate of insurance and your current signed IRS W-9 form within 48 hours.

Final approval of a new purchase order is dependent on fund availability. If approved, a new purchase order will be e-mailed to you. Please note that the former supplier site, BuySpeed Online, will no longer be available for use. The City of Fort Worth has implemented a new system for procurements of goods and services. This will include bidding and direct purchases of goods and services. Business partners will be able to access their City-related business information through the City's new PeopleSoft Supplier portal.

To access your information in the new system, businesses need to register as a "User" using the link provided below.

https://supplier.fortworthtexas.gov/psc/finprd/SUPPLIER/ERP/c/NUI_FRAMEWORK.PT_LANDINGPAGE.GBL?&

You will need the following to complete registration:

Your Vendor number: XXXX and your company's TIN identification number.

In the description field please put the position you hold within your company. EX: owner, office manager, accounts payable.

If you have any questions concerning this correspondence, please call 817-392-2462. Thank you for your prompt attention and for your continued interest in doing business with the City of Fort Worth.

Sincerely,

F.M.S. Purchasing

FMS Purchasing
Purchasing Division, Financial Management Services Department

New Agreement Term: 9/14/2019 through 9/13/2020

Vendor: Hach Company

City of Fort Worth

- Yes, renew this agreement
- No, do not renew this agreement

Steven Rathert

Amy Olsen Roxanna Starika

Purchasing Manager

9-6-19

*Per submitted updated pricing

City of Fort Worth
1000 Throckmorton St
Ft Worth TX 76102

10/02/18

Attn: Jane Rogers

RE: Renewal under Current Agreement No: 16-0371 PO # 17-00100376
Hach Laboratory supplies, replacement parts and maintenance

Hach would like to thank you for your recent renewal request extending the following contract.

Contract Number: 16-0371

For Providing: Hach laboratory supplies, replacement parts and maintenance

For Additional Period: One (1) year

Start Date: 9/13/18

End Date: 9/14/19

Hach is making adjustments to the US list prices of certain products.

These changes are associated with the increasing costs, including raw materials, which Hach is experiencing in the manufacturing of these products.

The amount of the change varies by product and part number. However, the overall price change across our major product lines is 3.9%.

Be assured that Hach is working diligently to reduce and control cost through operational efficiencies in order to lessen the impact in prices to our customers.

In addition, we continue to invest in innovation to provide solutions that enable our customers to reduce their operational costs with products that are less labor intensive to operate and enable process optimization to reduce energy, chemical, and maintenance costs.

Enclosed you will find the updated pricing for the renewal contract term.
All other agreed upon terms and conditions will remain the same.

Should you have any questions or need additional information please contact me at (800) 227-4224 ext 6272.

Hach Company looks forward to continuing to serve your analytical needs 2018 and beyond.

Kind Regards
Roxanna Starika
Project Specialist II
rstarika@hach.com
(800) 227-4224 ext 6272



Line	Part Number	Description	Qty	Unit Price	% Disc	Net Unit Price	Extended Price
1	2125915	rr COD Vials 20-1500 mg/L, pk/150 High Range, USEPA Approved	1	229.00	5%	217.55	217.55
2	2253929	COD Standard Solution, 1000 plus or minus 50 mg/L, 200 mL	1	21.59	5%	20.51	20.51
3	1486398	BOD Nutrient Buffer Pillows, 19 mL size (prepares 19 L), pk/25 Powder Pillows	1	63.99	5%	60.79	60.79
4	2745050	Test Kit Chlorine, Model Test StripsLow Range ppm 0-10 Free / 0- 10 ppm Total	1	17.75	5%	16.86	16.86
5	23249	Fluoride Standard, 100mg/L 500mL, Solution	1	39.15	5%	37.19	37.19
6	253335	Formula 2533 Nitrification Inhibitor, 35 g	1	23.85	5%	22.66	22.66
7	5838000	SENSOR CAP REPLACEMENT, LBOD	1	128.00	5%	121.60	121.60
8	2106869	Cyaniver 3 Cyanide Reagent, pk/100 Powder Pillows	1	32.35	5%	30.73	30.73
9	2106969	Cyaniver 4 Cyanide Reagent, pk/100	1	32.35	5%	30.73	30.73
10	2107069	Cyaniver 5 Cyanide Reagent, pk/100	1	32.35	5%	30.73	30.73
11	2105660	Total chlorine replacement vials for the SwiftTest Dispenser.Contains enough DPD for 250 tests for 10 ml samples This product has not been evaluated to test for chlorine and chlormaines in medical applications in the United States	1	48.49	5%	46.07	46.07
12	2376526	Polyvinyl alcohol dispersing reagent50ml SCDB	1	13.99	5%	13.29	13.29
13	4864302	Sample Cell w/Cap, 1 cm/10 mL, pk/2.For DR/800 Series Colorimeters	1	17.55	5%	16.67	16.67
14	19449	Silica Standard Solution, 1000mg/L, 500mL	1	38.19	5%	36.28	36.28
15	2409353	Sodium thiosulfate, .025n 1000ml	1	27.95	5%	26.55	26.55
16	2635300	Spec Color Standard, Low Range Chlorine - DPD	1	175.00	5%	166.25	166.25
17	34953	Starch indicator soln, 1000ml	1	19.49	5%	18.52	18.52
18	89149	Sulfate std soln, 100mg/l 500ml	1	25.09	5%	23.84	23.84
19	2802400	SwiftTest Total Chlorine Reagent Dispenser includes reagent for 250 tests for 10 ml samples. Total chlorine replacement vials can be purchased separately (2105660) DPD TOTAL BULK DISPENSER + POWDER*This product has not been evaluated to test for chlorine and chloramines in medical applications in the United States.	1	63.79	5%	60.60	60.60
20	2105660	Total chlorine replacement vials for the SwiftTest Dispenser.Contains enough DPD for 250 tests for 10 ml samples This product has not been evaluated to test for chlorine and chlormaines in medical applications in the United States	1	48.49	5%	46.07	46.07
		Note: The 2100AN Lab turbidimeter is obsolete. Hach is offering the new TU5200 Lab Turbidimeter below					
21	LPV442.99.01022	ee TU5200 Lab Turb, ISO	1	3,570.00	5%	3,391.50	3,391.50
22	2659505	StablCal Standards Calibration Kit, for 2100AN and 2100AN IS Laboratory Turbidimeters (includes 1 ampule each, <0.1 NTU, 20 NTU, 200 NTU, 1000 NTU, 4000 NTU, 7500	1	294.00	5%	279.30	279.30



23	1416066	BOD Nutrient Buffer Pillows, 0.5 mL size (prepares 300 mL), pk/50 Powder Pillows	1	11.95	5%	11.35	11.35
24	1426820	Chlorine 50-75mg/L 2mL pk/20 Ampules Standard Solutions as Cl2 (NIST)	1	50.75	5%	48.21	48.21
25	1486166	BOD Nutrient Buffer Pillows, 3 mL size (prepares 3 L), pk/50 Powder Pillows	1	38.19	5%	36.28	36.28
26	1486266	BOD Nutrient Buffer Pillows, 6 mL size (prepares 6 L), pk/50 Powder Pillows	1	48.35	5%	45.93	45.93
27	1486510	BOD Standard Solution, for dilution method, 300 mg/L each of glucose plus glutamic acid, pk/16 10 mL Voluette Ampules (NIST)	1	44.95	5%	42.70	42.70
28	18349	Chloride Standard, 1000mg/L, 500 mL Solutions (NIST)	1	32.55	5%	30.92	30.92
29	2106269	Citric Acid, 10mL pk/100 (for silica analysis) Powder Pillows	1	24.29	5%	23.08	23.08
30	2119449	rr Nessler Reagent, 500mL	1	54.89	5%	52.15	52.15
31	2376526	Polyvinyl alcohol dispersing reagent 50ml SCDB	1	13.99	5%	13.29	13.29
32	2376626	Mineral Stabilizer 50mL SCDB	1	15.89	5%	15.10	15.10
33	2514420	EZ GGA, BOD, NO PIPETTE, 2ML PK/20	1	44.95	5%	42.70	42.70
34	27549	Manganous Sulfate Solution, 500 mL, APHA	1	19.85	5%	18.86	18.86
35	27749	Alkaline Iodide-Azide Reagent, 500 mL	1	28.55	5%	27.12	27.12
36	34953	Starch indicator soln, 1000ml	1	19.49	5%	18.52	18.52
37	HQDBODMGR	KTO: HQ440D, LBOD, BOD MANAGER	1	3,190.00	5%	3,030.50	3,030.50
38	2980500	SPEC COLOR STD, DPD CHLORINE-MR	1	191.00	5%	181.45	181.45
39	5870062	POCKET CLRMTR II CHLORINE MR/HR SYST*This product has not been evaluated to test for chlorine and chloramines in medical applications in the United States.	1	487.00	5%	462.65	462.65
40	2107169	NitriVer 3 Nitrite Reagent, low range 0-0.2 mg/L or 0-0.5 mg/L as nitrite-N, 10 mL sample, pk/100 Powder Pillows	1	40.30	5%	38.28	38.28
41	2756526	pH STORAGE SOLUTION, 50ML	1	11.65	5%	11.07	11.07
42	1479120	Nitrogen, 50mg/l 2ml amp pk/20	1	52.29	5%	49.68	49.68
43	2395466	Ammonia cyanurate rgt pp pk/50	1	24.29	5%	23.08	23.08
44	2606945	AmVer Test N Tube Reagent Set, High-Range Ammonia, 0-50 mg/L, pk/50	1	104.00	5%	98.80	98.80
45	2395266	Ammonia salicylate rgt pp pk/50	1	37.75	5%	35.86	35.86
46	2515025	Dissolved Oxygen Reagent, pk/25 Ampuls, High Range	1	34.19	5%	32.48	32.48
47	2283449	pH buffer, pH 4, 500 ml (1 pint)	1	13.79	5%	13.10	13.10
48	2283549	pH buffer, pH 7, 500 ml (1 pint)	1	13.79	5%	13.10	13.10
49	2283649	pH buffer, pH 10, 500 ml (1 pint)	1	13.79	5%	13.10	13.10
50	2343267	Holmium Trichloride, pk/20, Powder Pillows	1	34.45	5%	32.73	32.73
51	258901	Fluoride Strength Adjuster 454g, Ionic	1	91.39	5%	86.82	86.82
52	2105660	Total chlorine replacement vials for the SwifTest Dispenser. Contains enough DPD for 250 tests for 10 ml samples This product has not been evaluated to test for chlorine and chlormaines in medical applications in the United States	1	48.49	5%	46.07	46.07
53	2107369	Molybdate Reagent for high range silica (0-15 mg/L), 10 mL sample, pk/100 Powder Pillows	1	31.89	5%	30.30	30.30
54	1218629	COD Standard Solution, 300 +/- 15 mg/L, 200	1	24.35	5%	23.13	23.13

		mL (NIST)				
55	5870024	POCKET CLRMTR II SWFTTEST CHLOR TOTAL*This product has not been evaluated to test for chlorine and chloramines in medical applications in the United States.	1	487.00	5%	462.65 462.65
56	2662105	StablCal Standards Calibration Kit, for 2100N and 2100N IS Laboratory Turbidimeters (includes 1 ampule each, <0.1 NTU, 20 NTU, 200 NTU, 1000 NTU, 4000 NTU)	1	228.00	5%	216.60 216.60
57	2517025	Ozone Reagent, 0-0.75 mg/L, AccuVac Ampuls, pk/25	1	35.25	5%	33.49 33.49
58	PHC28101	aa ULTRA pH REFILLABLE PROBE, w/1m CABLE	1	428.00	5%	406.60 406.60
59	2376549	Polyvinyl alcohol dispersing	1	35.55	5%	33.77 33.77
60	2507025	Iron, Total, Reagent, FerroVer, AccuVac Ampuls, pk/25	1	34.59	5%	32.86 32.86
61	2084900	Sample cell, 25x95 mm, used with Model 2100N, 2100AN and Lab Ratio Turbidimeters, 6/pk	1	59.00	5%	56.05 56.05
62	2401906	Sample cell, 25x95 mm 25 mL w/cap, 6/pk used with DR/700 and DR/800 Colorimeter	1	46.65	5%	44.32 44.32
63	PHC10101	pH GEL PROBE, STD, w/1m CABLE	1	273.00	5%	259.35 259.35
64	2978500	KTO: SS7 W/sc200, CH 1	1	5,714.00	5%	5,428.30 5,428.30
65	2376649	Mineral Stabilizer 500mL	1	73.29	5%	69.63 69.63
66	9429600	KTO CHEMKEY, 25 PIECE MONO-CHLOR. AND 25 PIECE FREE AMMONIA	1	101.00	10%	90.90 90.90
67	2119453	rr Nessler Reagent, 1000mL	1	99.00	5%	94.05 94.05
68	189149	Nitrogen-Ammonia, 1mg/L, 500mL	1	24.99	5%	23.74 23.74
69	9429100	ASSY., PACK, CHEMKEY, 25 PIECE, TOTAL CHLORINE	1	18.35	10%	16.51 16.51
70	North Holly Service Maintenance Agreement					\$8,216.00
71	South Holly Service Maintenance Agreement					\$9,749.00
72	Eagle Mountain Service Maintenance Agreement					\$15,053.00
73	Westside Plane Service Maintenance Agreement					\$3,889.00
74	Rolling Hills Service Maintenance Agreement					\$17,135.00
75	Village Creek Service Maintenance Agreement					\$46,714.00
76	Miscellaneous items @ manufacturer list price less ___5%___ discount with the exception of Chemkeys which are ___10%___ discount					

May 21, 2018

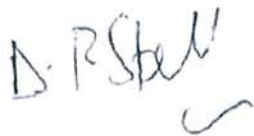
Dear Prospective Customer:

By signature below, the following Hach representatives are hereby authorized (during the period of May 21, 2018 through December 31, 2018) to sign all bid documents, representations and certifications and sales / service contracts submitted by Hach to prospective customers in accordance with Hach's internal contract procedures and which do not require a Corporate Officer's signature:

Kevin Klau	Melissa Voronin	Ian Morrison
Lance Reisman	Lino Oddi	Alyssa Prill
Darin Stell	Robert Bollea	Adrian Revuelta
Christophe Pattyn	Kathleen Dyekman	Ray Ruth
Mike Strycker	Brett Hellier	Roxanna Starika
Kurt Tyler	Stephanie Herman	Kevin Sweeney
Tom Bolling	Jesus Herrera	Oliver Wadosch
George Davison	Heather Johnston	James Welch
Joe Manning	Marty Jost	Shawneen Wildman
Daniel Chellew	Staci Lamfers	Bruce Zimbelman
Mike Rembelski	Samantha Lee	Christel Valentine
Chris Serafin	Heather Looney	

We appreciate the opportunity to do business with your organization.

Sincerely,



Darin Stell
Hach VP of Global Sales

	HACH SERVICE PARTNERSHIP <i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	Page : 1 of 6 Partnership Number : HACH253035 <i>WebSite:</i> www.hach.com	<i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693 <i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593



Partnership Number : HACH253035 **Version :** 0.210
Hach Company Contact : Looney, Heather C **Service Partnership Phone :** **Service Partnership Email :** hlooney@hach.com
Customer Ref : PO-17-00100376-141 **Customer Contact :** BATTISE, RUSSELL
Customer Phone : 817-392-8254 **Customer Fax :** 817-392-8410 **Customer Email :** Russell.Battise@FortWorththe.xas.gov

<u>Bill-To Account # 208256</u>		<u>Ship-To Account # 208256</u>		
Customer Name	CITY OF FORT WORTH	Customer Name	CITY OF FORT WORTH	Payment Terms: Net 30
Address4		Address4	EAGLE MOUNTAIN WTP	Billing Method: Annual-Invoices on START Date
Address1	1500 11TH AVE	Address1	6801 BOWMAN ROBERTS RD	Currency: USD
Address2		Address2		
Address3		Address3		
City,State,PostalCode	FORT WORTH-TX-76102-4350	City,State,Postalcode	FORT WORTH-TX-76179-3385	
Province/Country	US	Province/Country	US	

Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	WRTUPGCERT1720E	17-SEP-18	16-SEP-19	WarrantyPlus Certification plan for 1720E Turbidity with 1 visit:17-SEP-2018:16-SEP-2019 Warranty upgrade includes: All parts, labor, and travel for on-site repairs, 1 on-site calibration and preventative maintenance (including required parts) with certification , unlimited technical support calls, and free firmware updates. Customer is responsible for calibration and basic maintenance per factory specified guidelines outside of Hach's annual visit. Standard business hours are 8am-5pm M-F local time, excluding holidays. Please see service terms and conditions for additional details on our service plans, and to ensure	10,650.00

	HACH SERVICE PARTNERSHIP	Page : 2 of 6 Partnership Number : HACH253035
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com

		you have an opportunity to review our environmental and safety requirements.
1.1	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 070600000249
1.2	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 070700000434
1.3	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 071200067929
1.4	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 071200067934
1.5	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 070100021629
1.6	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 070100021715
1.7	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 070100021720
1.8	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 070100021721
1.9	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 070100021722
1.10	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 070100021724
1.11	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 070100021725
1.12	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 070500001047
1.13	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 071200067920
1.14	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 071200067921
1.15	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 071200067923
1.16	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 071200067925
1.17	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 071200067926
1.18	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 071200067928
1.19	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 071200067935
1.20	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 071200067936
1.21	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 071200067937
1.22	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 071200067938
1.23	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 071200067939
1.24	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 110200376982

	HACH SERVICE PARTNERSHIP	Page : 3 of 6 Partnership Number : HACH253035
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com

	1.25	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 071200067932	
2	PMP-2100AN-1V		17-SEP-18	16-SEP-19	PMP-2100AN LAB TURB-1V (FRV1):17-SEP-2018:16-SEP-2019 oo 2100AN LAB TURB, EPA 180.1 ; 07060C020770	255.00
	2.1	4700100				
3	PMP-2100N-1V		17-SEP-18	16-SEP-19	PMP-2100N LAB TURB-1V (FRV1):17-SEP-2018:16-SEP-2019 oo 2100N LAB TURB, EPA 1821 ; 15050C032990	255.00
	3.1	4700000				
4	FSPSC200		17-SEP-18	16-SEP-19	Fld Svc-1V SC200 Controller:17-SEP-2018:16-SEP-2019	3,360.00
	4.1	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1510C0125939	
	4.2	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1510C0125943	
	4.3	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1510C0125945	
	4.4	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1510C0125946	
	4.5	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1510C0125948	
	4.6	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1510C0125949	
	4.7	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1510C0133944	
	4.8	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1510C0133945	
	4.9	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1510C0133946	
	4.10	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1510C0133947	
	4.11	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1510C0133952	
	4.12	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1510C0133953	
	4.13	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1510C0133954	
	4.14	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1511C0126534	
	4.15	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1511C0151898	
	4.16	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1510C0123939	
5	BSPPLUSL1000		17-SEP-18	16-SEP-19	BenchPlus SL1000:17-SEP-2018:16-SEP-2019	533.00
					The Bench Service Plus includes: Factory repairs only, one PM/Calibration on site per year, unlimited technical support calls	

	HACH SERVICE PARTNERSHIP <i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	Page : 4 of 6 Partnership Number : HACH253035 WebSite: www.hach.com	<i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693 <i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

5.1	9430000				and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable. ee ASSY, INSTRUMENT, SL1000 ; 160190101341	
6	HACH PM 1 VISIT	17-SEP-18	16-SEP-19	1 ON SITE	VISIT:17-SEP-2018:16-SEP-2019	0.00
6.1	FIELD CONTRACT SITE			Field Service Contract site visit ; HACH253035		
					Sub Total :	15,053.00
					Tax:	0.00
					Total :	15,053.00

Partnership Notes :

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. 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 FORT WORTH

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 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.

	<p>HACH SERVICE PARTNERSHIP</p> <p><i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389</p> <p><i>Purchase Orders</i></p>	<p>Page : 5 of 6</p> <p>Partnership Number : HACH253035</p> <p><i>WebSite:</i> www.hach.com</p>	<p><i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693</p> <p><i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593</p>
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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. 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 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, 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:

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

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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 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 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.

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, howsoever 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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Partnership Number : HACH253042 **Version :** 0.121
Hach Company Contact : Looney, Heather C **Service Partnership Phone :** **Service Partnership Email :** hlooney@hach.com
Customer Ref : PO-17-00100376-138 **Customer Contact :** BATTISE, RUSSELL
Customer Phone : 817-392-8254 **Customer Fax :** 817-392-8410 **Customer Email :** Russell.Battise@FortWorthte.xas.gov

<u>Bill-To Account # 208256</u>		<u>Ship-To Account # 208256</u>			
Customer Name	CITY OF FORT WORTH	Customer Name	CITY OF FORT WORTH	Payment Terms:	Net 30
Address4		Address4		Billing Method:	Annual-Invoices on START Date
Address1	1500 11TH AVE	Address1	1500 11TH AVE	Currency:	USD
Address2		Address2			
Address3		Address3			
City,State,PostalCode	FORT WORTH-TX-76102-4350	City,State,Postalcode	FORT WORTH-TX-76102-4349		
Province/Country	US	Province/Country	US		

Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	WRTUPGCERT1720E	17-SEP-18	16-SEP-19	WarrantyPlus Certification plan for 1720E Turbidity with 1 visit:17-SEP-2018:16-SEP-2019 Warranty upgrade includes: All parts, labor, and travel for on-site repairs, 1 on-site calibration and preventative maintenance (including required parts) with certification , unlimited technical support calls, and free firmware updates. Customer is responsible for calibration and basic maintenance per factory specified guidelines outside of Hach's annual visit. Standard business hours are 8am-5pm M-F local time, excluding holidays. Please see service terms and conditions for additional details on our service plans, and to ensure	5,538.00

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				you have an opportunity to review our environmental and safety requirements.	
1.1	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 050100006792	
1.2	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 070300000618	
1.3	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 070300000620	
1.4	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 070300000623	
1.5	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 070300000637	
1.6	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 080600075035	
1.7	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 080600075122	
1.8	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 080600075035	
1.9	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 050700011108	
1.10	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 070300000634	
1.11	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 080600075039	
1.12	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 070300000631	
1.13	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 050700011115	
2	PMP-2100N-1V	17-SEP-18	16-SEP-19	PMP-2100N LAB TURB-1V (FRV1):17-SEP-2018:16-SEP-2019	255.00
	2.1	4700000		oo 2100N LAB TURB, EPA 1821 ; 970700003696	
3	BSPPLUSL1000	17-SEP-18	16-SEP-19	BenchPlus SL1000:17-SEP-2018:16-SEP-2019	533.00
	3.1	9430000		The Bench Service Plus includes: Factory repairs only, one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable. ee ASSY, INSTRUMENT, SL1000 ; 151740100661	
4	FSPSC200	17-SEP-18	16-SEP-19	Fld Svc-1V SC200 Controller:17-SEP-2018:16-SEP-2019	1,890.00
	4.1	LXV404.99.00552		sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1611C0164380	

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4.2	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1611C0139643	
4.3	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1611C0164385	
4.4	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1611C0164376	
4.5	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1611C0164383	
4.6	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1611C0164384	
4.7	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1611C0148030	
4.8	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1611C0148007	
4.9	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1611C0148015	
5	HACH PM 1 VISIT	17-SEP-18	16-SEP-19	1 ON SITE VISIT:17-SEP-2018:16-SEP-2019	0.00
5.1	FIELD CONTRACT SITE			Field Service Contract site visit ; HACH253042	

Sub Total : 8,216.00
Tax: 0.00
Total : 8,216.00

Partnership Notes :

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. 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 FORT WORTH

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

	HACH SERVICE PARTNERSHIP	Page : 4 of 5 Partnership Number : HACH253042
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com

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. 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 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 selling 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:

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

	<p>HACH SERVICE PARTNERSHIP</p> <p><i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389</p> <p><i>Purchase Orders</i></p>	<p>Page : 5 of 5 Partnership Number : HACH253042 <i>WebSite:</i> www.hach.com</p>	<p><i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693</p> <p><i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593</p>
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manuels; (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, 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 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 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.

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, howsoever 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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	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com



Partnership Number : HACH252718 **Version :** 0.223
Hach Company Contact : Looney, Heather C **Service Partnership Phone :** **Service Partnership Email :** hlooney@hach.com
Customer Ref : PO-17-00100376-139 **Customer Fax :** (817) 392-5939 **Customer Contact :** TERRY, SCOTT
Customer Phone : 817-392-5930 **Customer Email :** scott.terry@fortworthgov.org

Bill-To Account # 208256

Ship-To Account # 208256

Customer Name	CITY OF FORT WORTH	Customer Name	CITY OF FORT WORTH	Payment Terms:	Net 30
Address4		Address4	(ROLLING HILLS WTP)	Billing Method:	Annual-Invoices on START Date
Address1	1500 11TH AVE	Address1	2500 SE LOOP 820	Currency:	USD
Address2		Address2			
Address3		Address3			
City,State,PostalCode	FORT WORTH-TX-76102-4350	City,State,Postalcode	FORT WORTH-TX-76140		
Province/Country	US	Province/Country	US		

Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	WRTUPGCERT1720E	17-SEP-18	16-SEP-19	WarrantyPlus Certification plan for 1720E Turbidity with 1 visit:17-SEP-2018;16-SEP-2019 Warranty upgrade includes: All parts, labor, and travel for on-site repairs, 1 on-site calibration and preventative maintenance (including required parts) with certification , unlimited technical support calls, and free firmware updates. Customer is responsible for calibration and basic maintenance per factory specified guidelines outside of Hach's annual visit. Standard business hours are 8am-5pm M-F local time, excluding holidays. Please see service terms and conditions for additional details on our service plans, and to ensure	10,650.00

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		you have an opportunity to review our environmental and safety requirements.
1.1	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 071100064799
1.2	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 071100064800
1.3	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 071100064801
1.4	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 071100064803
1.5	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 071100064804
1.6	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 071100064805
1.7	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 071100064807
1.8	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 071100064808
1.9	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 071100064814
1.10	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 071100064818
1.11	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 081000127057
1.12	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 081000127058
1.13	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 081000127063
1.14	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 081000127064
1.15	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 081000127072
1.16	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 120808211335
1.17	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 071100064752
1.18	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 140600497652
1.19	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 130308218418
1.20	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 081000127054
1.21	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 081000127052
1.22	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 071200067928
1.23	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 071100064794_1
1.24	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 160300053780

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	1.25	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 071100064802	
2	PMP-2100N-1V		17-SEP-18	16-SEP-19	PMP-2100N LAB TURB-1V (FRV1):17-SEP-2018:16-SEP-2019 oo 2100N LAB TURB, EPA 1821 ; 000900006418	255.00
	2.1	4700000				
3	BSPPLUSL1000		17-SEP-18	16-SEP-19	BenchPlus SL1000:17-SEP-2018:16-SEP-2019 The Bench Service Plus includes: Factory repairs only, one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable. ee ASSY, INSTRUMENT, SL1000 ; 160280101375	533.00
	3.1	9430000				
4	FSPSC200		17-SEP-18	16-SEP-19	Fld Svc-1V SC200 Controller:17-SEP-2018:16-SEP-2019 sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1602C0137859 sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1602C0155273 sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1602C0129796 sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1602C0155272 sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1602C0129799 sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1602C0129794 sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1602C0137867 sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1602C0129792 sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1602C0155274 sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1602C0137869 sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1602C0129800 sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1602C0137856 sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1602C0129795 sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1602C0129808 sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1602C0155269	4,830.00
	4.1	LXV404.99.00552				
	4.2	LXV404.99.00552				
	4.3	LXV404.99.00552				
	4.4	LXV404.99.00552				
	4.5	LXV404.99.00552				
	4.6	LXV404.99.00552				
	4.7	LXV404.99.00552				
	4.8	LXV404.99.00552				
	4.9	LXV404.99.00552				
	4.10	LXV404.99.00552				
	4.11	LXV404.99.00552				
	4.12	LXV404.99.00552				
	4.13	LXV404.99.00552				
	4.14	LXV404.99.00552				
	4.15	LXV404.99.00552				

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	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com

4.16	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1602C0155270	
4.17	LXV404.99.05552			sc200 CONTR, 100-240V, 2 DIG CONN, HART, HACH ; 1302C0074821	
4.18	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1207C0045010	
4.19	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1207C0054930	
4.20	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1602C0155291	
4.21	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1602C0155292	
4.22	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1610C0138314	
4.23	LXV404.99.00502			sc200 CONTROLLER, AC-DC, DIG,HACH ; 1405C0095606	
5	BSPPLUSDR3900	17-SEP-18	16-SEP-19	BenchPlus-DR3900:17-SEP-2018:16-SEP-2019 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable. db aa DR3900 SPECTROPHOTOMETER WITH RFID ; 1614614	867.00
5.1	LPV440.99.00012				
6	HACH PM 2 VISIT	17-SEP-18	16-SEP-19	2 ON SITE VISITS:17-SEP-2018:16-SEP-2019	0.00
6.1	FIELD CONTRACT SITE			Field Service Contract site visit ; HACH252718	

Sub Total : 17,135.00
Tax: 0.00
Total : 17,135.00

Partnership Notes :

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. 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 FORT WORTH

Customer P.O. Number : _____

	HACH SERVICE PARTNERSHIP Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389	Page : 5 of 6 Partnership Number : HACH252718
	Purchase Orders	WebSite: www.hach.com Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

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 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. 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 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, 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:

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	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com

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:

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.danaher.com/integrity 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 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.

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, howsoever 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.

	HACH SERVICE PARTNERSHIP <i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	Page : 1 of 5 Partnership Number : HACH253030 <i>WebSite:</i> www.hach.com	<i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693 <i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593



Partnership Number : HACH253030 **Version :** 0.144
Hach Company Contact : Looney, Heather C **Service Partnership Phone :** **Service Partnership Email :** hlooney@hach.com
Customer Ref : PO-17-00100376-140 **Customer Fax :** 817-392-8410 **Customer Contact :** BATTISE, RUSSELL
Customer Phone : 817-392-8254 **Customer Email :** Russell.Battise@FortWorththe.xas.gov

<u>Bill-To Account # 208256</u>		<u>Ship-To Account # 208256</u>		
Customer Name	CITY OF FORT WORTH	Customer Name	CITY OF FORT WORTH	Payment Terms: Net 30
Address4		Address4	SOUTH HOLLY	Billing Method: Annual-Invoices on START Date
Address1	1500 11TH AVE	Address1	1511 11TH AVE	Currency: USD
Address2		Address2		
Address3		Address3		
City,State,PostalCode	FORT WORTH-TX-76102-4350	City,State,Postalcode	FORT WORTH-TX-76102	
Province/Country	US	Province/Country	US	

Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	WRTUPGCERT1720E	17-SEP-18	16-SEP-19	WarrantyPlus Certification plan for 1720E Turbidity with 1 visit:17-SEP-2018:16-SEP-2019 Warranty upgrade includes: All parts, labor, and travel for on-site repairs, 1 on-site calibration and preventative maintenance (including required parts) with certification , unlimited technical support calls, and free firmware updates. Customer is responsible for calibration and basic maintenance per factory specified guidelines outside of Hach's annual visit. Standard business hours are 8am-5pm M-F local time, excluding holidays. Please see service terms and conditions for additional details on our service plans, and to ensure	6,816.00

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					you have an opportunity to review our environmental and safety requirements.
1.1	LPV417.99.00002				1720E LR TURBIDITY SENSOR, HACH ; 070300000626
1.2	LPV417.99.00002				1720E LR TURBIDITY SENSOR, HACH ; 070300000627
1.3	LPV417.99.00002				1720E LR TURBIDITY SENSOR, HACH ; 070300000628
1.4	LPV417.99.00002				1720E LR TURBIDITY SENSOR, HACH ; 070300000629
1.5	LPV417.99.00002				1720E LR TURBIDITY SENSOR, HACH ; 070300000630
1.6	LPV417.99.00002				1720E LR TURBIDITY SENSOR, HACH ; 070300000632
1.7	LPV417.99.00002				1720E LR TURBIDITY SENSOR, HACH ; 070300000633
1.8	LPV417.99.00002				1720E LR TURBIDITY SENSOR, HACH ; 070300000638
1.9	LPV417.99.00002				1720E LR TURBIDITY SENSOR, HACH ; 070300000640
1.10	LPV417.99.00002				1720E LR TURBIDITY SENSOR, HACH ; 080600075040
1.11	LPV417.99.00002				1720E LR TURBIDITY SENSOR, HACH ; 111208204733
1.12	LPV417.99.00002				1720E LR TURBIDITY SENSOR, HACH ; 111208204740
1.13	LPV417.99.00002				1720E LR TURBIDITY SENSOR, HACH ; 111208204745
1.14	LPV417.99.00002				1720E LR TURBIDITY SENSOR, HACH ; 060300054102
1.15	LPV417.99.00002				1720E LR TURBIDITY SENSOR, HACH ; 060300015853
1.16	LPV417.99.00002				1720E LR TURBIDITY SENSOR, HACH ; 070300000637
2	PMP-2100N-1V	17-SEP-18	16-SEP-19		PMP-2100N LAB TURB-1V (FRV1):17-SEP-2018:16-SEP-2019
	2.1	4700000			oo 2100N LAB TURB, EPA 1821 ; 09090C025405
	2.2	4700000			oo 2100N LAB TURB, EPA 1821 ; 970700003698
3	BSPPLUSL1000	17-SEP-18	16-SEP-19		BenchPlus SL1000:17-SEP-2018:16-SEP-2019
					9 The Bench Service Plus includes: Factory repairs only, one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.

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3.1	9430000			ee ASSY, INSTRUMENT, SL1000 ; 170860102501	
4	FSPSC200	17-SEP-18	16-SEP-19	Fld Svc-1V SC200 Controller:17-SEP-2018:16-SEP-2019	1,890.00
4.1	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1611C0148010	
4.2	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1611C0139645	
4.3	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1611C0139656	
4.4	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1611C0164374	
4.5	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1611C0148034	
4.6	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1611C0139632	
4.7	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1611C0164404	
4.8	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1611C0139634	
4.9	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1611C0148005	
5	HACH PM 1 VISIT	17-SEP-18	16-SEP-19	1 ON SITE VISIT:17-SEP-2018:16-SEP-2019	0.00
5.1	FIELD CONTRACT SITE			Field Service Contract site visit ; HACH253030	

Sub Total : 9,749.00
Tax: 0.00
Total : 9,749.00

Partnership Notes :

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. 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 FORT WORTH

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

	HACH SERVICE PARTNERSHIP	Page : 4 of 5 Partnership Number : HACH253030
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com

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 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 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. 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 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 settling 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:

	HACH SERVICE PARTNERSHIP <i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	Page : 5 of 5 Partnership Number : HACH253030 <i>WebSite:</i> www.hach.com	<i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693 <i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

"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:

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 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, howsoever 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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	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com




Partnership Number :	HACH361497	Version :	0.107	Quotation Date :	26-SEP-18
Hach Company Contact :	Looney, Heather C	Service Partnership Phone :		Expiration Date :	31-DEC-18
Customer Ref :	BUDGETARY QUOTE	Customer Fax :		Service Partnership Email :	hlooney@hach.com
Customer Phone :	817-925-3347			Customer Contact :	PENA, JACOB
				Customer Email :	jacob.pena@fortworthtexas.gov

Bill-To Account # 146932

Ship-To Account # 146932

Customer Name	CITY OF FORT WORTH	Customer Name	CITY OF FORT WORTH	Payment Terms:	Net 30
Address4		Address4	VILLAGE CREEK WTP	Billing Method:	Annual-Invoices on START Date
Address1	4500 WILMA LN	Address1	4500 WILMA LN.	Currency:	USD
Address2		Address2			
Address3		Address3			
City,State, PostalCode	ARLINGTON-TX-76012-5409	City,State, Postalcode	ARLINGTON-TX-76012-5409		
Province/Country	US	Province/Country	US		

Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	FSPCL17	01-MAR-19	29-FEB-20	Fld Svc-2V CL17 CI(current):01-MAR-2019:29-FEB-2020 Field Service includes all parts, labor, and travel for on-site repairs, two preventative maintenance visits per year (including required parts), unlimited technical support calls, and free firmware updates. CL17 FINAL ASSEMBLY W/KITS ; 030700007768 CL17 FINAL ASSEMBLY W/KITS ; 080400022006 CL17 FINAL ASSEMBLY W/KITS ; 060800016525 CL17 FINAL ASSEMBLY W/KITS ; 090200308415	8,386.00
1.1	5440000				
1.2	5440000				
1.3	5440000				
1.4	5440000				

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1.5	5440000			CL17 FINAL ASSEMBLY W/KITS ; 090200308518	
1.6	5440000			CL17 FINAL ASSEMBLY W/KITS ; 100500360217	
1.7	5440000			CL17 FINAL ASSEMBLY W/KITS ; 010900003467	
2	FSP2100N	01-MAR-19	29-FEB-20	Fld Svc-1V 2100N Turb:01-MAR-2019:29-FEB-2020 oo 2100N LAB TURB, EPA 1821 ; 020600007647	414.00
	2.1	4700000			
3	BSPPLUS2100P	01-MAR-19	29-FEB-20	BenchPlus-2100P:01-MAR-2019:2 9-FEB-2020 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable. oo 2100P PORTABLE TURBIDIMETER ; 08060C029898	379.00
	3.1	4650000			
4	PMP-HQD-1V	01-MAR-19	29-FEB-20	PMP-HQd Series-1V (FRV 1):01-MAR-2019:29-FEB-2020 HQ30d FLEXI PORTABLE METER ; 080100016689	284.00
	4.1	HQ30D			
5	FSPUVASPRB	01-MAR-19	29-FEB-20	Fld Svc-2V UVAS Sensor:01-MAR-2019:29-FEB-202 0 db UVAS sc PROBE, 50mm ; 1391786	1,178.00
	5.1	LXV418.99.90002			
6	FSP1720E	01-MAR-19	29-FEB-20	Fld Svc-4V 1720E Turb Sensor:01-MAR-2019:29-FEB-202 0 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. 1720E LR TURBIDITY SENSOR, HACH ; 110420038554	755.00
	6.1	LPV417.99.00002			
7	FSPSOLITAX	01-MAR-19	29-FEB-20	Fld Svc-2V Solitax Sensor:01-MAR-2019:29-FEB-202	3,237.00

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	7.1	LXV423.99.00100			0	db TS-LINE sc/IMMERSION 50g/l WIPER SS ; 1469692
	7.2	LXV423.99.00100				db TS-LINE sc/IMMERSION 50g/l WIPER SS ; 1469732
	7.3	LXV423.99.10000				db T-LINE sc/IMMERS 4000NTU WIPER PVC ; 1602976
8	PMP-LDO-1V		01-MAR-19	29-FEB-20		PMP-LDO-1V (FRV 1):01-MAR-2019:29-FEB-2020 10,660.00
	8.1	5790000				oo DO PROBE, HACH ; 1201411127
	8.2	5790000				oo DO PROBE, HACH ; 0807410465
	8.3	5790000				oo DO PROBE, HACH ; 0802410148
	8.4	5790000				oo DO PROBE, HACH ; 0809410644
	8.5	5790000				oo DO PROBE, HACH ; 0808410671
	8.6	5790000				oo DO PROBE, HACH ; 1010410207
	8.7	5790000				oo DO PROBE, HACH ; 1111410636
	8.8	5790000				oo DO PROBE, HACH ; 1007410715
	8.9	5790000				oo DO PROBE, HACH ; 1005410590
	8.10	5790000				oo DO PROBE, HACH ; 1003411030
	8.11	5790000				oo DO PROBE, HACH ; 1205413884
	8.12	5790000				oo DO PROBE, HACH ; 1203410411
	8.13	5790000				oo DO PROBE, HACH ; 1203410425
	8.14	5790000				oo DO PROBE, HACH ; 0701410291
	8.15	5790000				oo DO PROBE, HACH ; 1107410283
	8.16	5790000				oo DO PROBE, HACH ; 1107410286
	8.17	9020000				ASSY, PROBE, LDO MODEL 2, HACH ; 130670000026
	8.18	9020000				ASSY, PROBE, LDO MODEL 2, HACH ; 130670000027
	8.19	9020000				ASSY, PROBE, LDO MODEL 2, HACH ; 122350000008
	8.20	9020000				ASSY, PROBE, LDO MODEL 2, HACH ; 142470000401
	8.21	9020000				ASSY, PROBE, LDO MODEL 2, HACH ; 133470000015

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 4 of 8 Partnership Number : HACH361497
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com

8.22	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 132400000009	
8.23	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 132410000002	
8.24	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 130442000003	
8.25	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 001010410216	
8.26	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 001107410803	
9	FSPAN-ISE	01-MAR-19	29-FEB-20	Fld Svc ANISE Sensor 2 Visit:01-MAR-2019:29-FEB-2020 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.	6,618.00
9.1	LXV440.99.00002			aa AN-ISE sc, HACH SENSOR w/RFID ; 1503002	
9.2	LXV440.99.00002			aa AN-ISE sc, HACH SENSOR w/RFID ; 1503637	
10	FSPAMTAXSC	01-MAR-19	29-FEB-20	Fld Svc-2V Amtax SC V.2006:01-MAR-2019:29-FEB-202 0 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. 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. Coverage does NOT include Filtrax or Filterprobe. These units must be covered under a separate FSP offering.	4,542.00
10.1	LXV421.99.14002			AMTAX sc AMMONIA ANLZR 115-230V,2 CH ; 1639353	
10.2	LXV421.99.14002			AMTAX sc AMMONIA ANLZR 115-230V,2 CH ; 1639354	
11	FSPFILTRAX	01-MAR-19	29-FEB-20	Fld Svc-4V Filtrax:01-MAR-2019:29-FEB-2020 db FILTRAX CONTROL MODULE, 115VAC ; 1651651	5,910.00
11.1	LXV294.54.00000				

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	11.2	LXV294.54.00000			db FILTRAX CONTROL MODULE, 115VAC ; 1651816	
12	BSPPLUSHQD440		01-MAR-19	29-FEB-20	BenchPlus-HQD440:01-MAR-2019: 29-FEB-2020 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable. HQ440d BENCHTOP METER, MULTI ; 160300024248	465.00
	12.1	HQ440D				
13	BSPPLUSDR3900		01-MAR-19	29-FEB-20	BenchPlus-DR3900:01-MAR-2019: 29-FEB-2020 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable. db aa DR3900 SPECTROPHOTOMETER WITH RFID ; 1661691	898.00
	13.1	LPV440.99.00012				
14	FSPSC200		01-MAR-19	29-FEB-20	Fld Svc-1V SC200 Controller:01-MAR-2019:29-FEB-2 020 sc200 CONTR, 100-240V, 2 DIG CONN, HART, HACH ; 1302C0064909 sc200 CONTR, 100-240V, 2 DIG CONN, HART, HACH ; 1303C0065459 sc200 CONTR, 100-240V, 2 DIG CONN, HART, HACH ; 1303C0075412 sc200 CONTR, 100-240V, 2 DIG CONN, HART, HACH ; 1303C0075430 sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 110659001888 sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1211C0050624 sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1211C0060522 sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 130059002262	2,988.00
	14.1	LXV404.99.05552				
	14.2	LXV404.99.05552				
	14.3	LXV404.99.05552				
	14.4	LXV404.99.05552				
	14.5	LXV404.99.00552				
	14.6	LXV404.99.00552				
	14.7	LXV404.99.00552				
	14.8	LXV404.99.00552				

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14.9	LXV404.99.00552	sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1312C0089927
14.10	LXV404.99.00552	sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1610C0138319
14.11	LXV404.99.00552	sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1712C0147650
14.12	LXV404.99.00502	sc200 CONTROLLER, AC-DC, DIG,HACH ; 1104C0008234

Sub Total : 46,714.00
Tax: 0.00
Total : 46,714.00

Partnership Notes :

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. 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 FORT WORTH

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 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:

	<p>HACH SERVICE PARTNERSHIP QUOTATION</p> <p><i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389</p> <p><i>Purchase Orders</i></p>	<p>Page : 7 of 8 Partnership Number : HACH361497</p> <p><i>WebSite:</i> www.hach.com</p>	<p><i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693</p> <p><i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593</p>
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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. 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-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 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, 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:


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

	<p>HACH SERVICE PARTNERSHIP QUOTATION</p> <p><i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389</p> <p><i>Purchase Orders</i></p>	<p>Page : 8 of 8 Partnership Number : HACH361497</p> <p><i>WebSite:</i> www.hach.com</p>	<p><i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693</p> <p><i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593</p>
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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 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 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.

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, howsoever 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.

	HACH SERVICE PARTNERSHIP <i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	Page : 1 of 5 Partnership Number : HACH388757 <i>WebSite:</i> www.hach.com	<i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693 <i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593



Partnership Number : HACH388757 **Version :** 0.70
Hach Company Contact : Looney, Heather C **Service Partnership Phone :** **Service Partnership Email :** hlooney@hach.com
Customer Ref : PO-17-00100376-137 **Customer Contact :** XAVIER, CYRIAC
Customer Phone : 817-392-2742 **Customer Fax :** **Customer Email :** Cyriac.Xavier@fortworthgov.org

<u>Bill-To Account # 208256</u>		<u>Ship-To Account # 208256</u>			
Customer Name	CITY OF FORT WORTH	Customer Name	CITY OF FORT WORTH	Payment Terms:	Net 30
Address4		Address4	WESTSIDE WTP	Billing Method:	Annual-Invoices on START Date
Address1	1500 11TH AVE	Address1	12200 OLD WEATHERFORD RD	Currency:	USD
Address2		Address2			
Address3		Address3			
City,State,PostalCode	FORT WORTH-TX-76102-4350	City,State,Postalcode	FORT WORTH-TX-76108		
Province/Country	US	Province/Country	US		

Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	FSPCL17	17-SEP-18	16-SEP-19	Fld Svc-2V CL17 Cl(current):17-SEP-2018:16-SEP-2019 Field Service includes all parts, labor, and travel for on-site repairs, two preventative maintenance visits per year (including required parts), unlimited technical support calls, and free firmware updates. CL17 FINAL ASSEMBLY W/KITS ; 110200390287 CL17 FINAL ASSEMBLY W/KITS ; 110500401792	2,314.00
1.1	5440000				
1.2	5440000				
2	FSPSC200	17-SEP-18	16-SEP-19	Fld Svc-1V SC200 Controller:17-SEP-2018:16-SEP-2019 sc200 CONTROLLER, AC-DC, DIG,HACH ; 1105C0010637	210.00
2.1	LXV404.99.00502				
3	PMP-HQD-1V	17-SEP-18	16-SEP-19	PMP-HQd Series-1V (FRV	274.00

	HACH SERVICE PARTNERSHIP	Page : 2 of 5 Partnership Number : HACH388757
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com

	3.1	HQ411D			1):17-SEP-2018:16-SEP-2019 HQ411d BENCHTOP METER, pH/mV ; 120300068557	
4	BSPPLUSL1000		17-SEP-18	16-SEP-19	BenchPlus SL1000:17-SEP-2018:16-SEP-2019 9 The Bench Service Plus includes: Factory repairs only, one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable. ee ASSY, INSTRUMENT, SL1000 ; 160270101367	533.00
	4.1	9430000				
5	FSPTU52XX		17-SEP-18	16-SEP-19	Fld Svc TU52XX 1 VST:17-SEP-2018:16-SEP-2019 Field Service includes: All parts, labor, and travel for on-site repairs, 1 comprehensive PM/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. KTO: TU5200, Lab Turb with RFID, EPA ; 1704491	558.00
	5.1	LPV442.99.03012				
6	HACH PM 2 VISIT		17-SEP-18	16-SEP-19	2 ON SITE VISITS:17-SEP-2018:16-SEP-2019	0.00
	6.1	FIELD CONTRACT SITE			Field Service Contract site visit ; HACH388757	
Sub Total :						3,889.00
Tax:						0.00
Total :						3,889.00

Partnership Notes :

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. 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

	HACH SERVICE PARTNERSHIP	Page : 3 of 5 Partnership Number : HACH388757
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com

Customer Name : CITY OF FORT WORTH

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 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. 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 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, 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

	<p>HACH SERVICE PARTNERSHIP</p> <p><i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389</p> <p><i>Purchase Orders</i></p>	<p>Page : 4 of 5 Partnership Number : HACH388757 <i>WebSite:</i> www.hach.com</p>	<p><i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693</p> <p><i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593</p>
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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:

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, 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 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 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, howsoever 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.

	<p>HACH SERVICE PARTNERSHIP</p> <p><i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389</p> <p><i>Purchase Orders</i></p>	<p>Page : Partnership Number : <i>WebSite:</i> www.hach.com</p>	<p>5 of 5 HACH388757</p> <p><i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693</p> <p><i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593</p>
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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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/01/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386 Attn: Danaher.certrequest@marsh.com Fax (212) 948-0503		CONTACT NAME: *** PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
CN102997607-ALL-7/1-20-21 HACH NO		INSURER(S) AFFORDING COVERAGE NAIC #	
		INSURER A : ACE American Insurance Company 22667	
		INSURER B : Indemnity Ins Co Of North America 43575	
		INSURER C : ACE Fire Underwriters Insurance Company 20702	
		INSURER D : _____	
		INSURER E : _____	
		INSURER F : _____	

COVERAGES **CERTIFICATE NUMBER:** CLE-006329022-29 **REVISION NUMBER:** 9

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Broad Form PD GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			HDO G71448411	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25301183	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C66928172 (AOS)	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
A				WLR C66928135 (CA,MA,AZ)	07/01/2020	07/01/2021	E.L. EACH ACCIDENT \$ 2,000,000
C				SCF C66928214 (WI)	07/01/2020	07/01/2021	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CITY OF FORT WORTH IS ADDITIONAL INSURED FOR GENERAL LIABILITY AND AUTO LIABILITY BUT ONLY AS REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER CITY OF FORT WORTH 1000 THROCKMORTON ST FORT WORTH, TX 76102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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City of Fort Worth
1000 Throckmorton St
Ft Worth TX 76102

9/4/20

Attn: Patricia Stanley

RE: Renewal under Current Agreement No: PO # SS-100376 (the "Contract")
Hach Laboratory supplies, replacement parts and maintenance

Hach would like to thank you for your recent renewal request extending the following contract.

Contract Number: 16-0371

For Providing: Hach laboratory supplies, replacement parts and maintenance

For Additional Period: One (1) year

Start Date: 9/13/20

End Date: 9/14/21

Hach is making adjustments to the US list prices of certain products.

These changes are associated with the increasing costs, including raw materials, which Hach is experiencing in the manufacturing of these products.

The amount of the change varies by product and part number. However, the overall price change across our major product lines is 3.9%.

Be assured that Hach is working diligently to reduce and control cost through operational efficiencies in order to lessen the impact in prices to our customers.

In addition, we continue to invest in innovation to provide solutions that enable our customers to reduce their operational costs with products that are less labor intensive to operate and enable process optimization to reduce energy, chemical, and maintenance costs.

Enclosed you will find the updated pricing for the renewal contract term.

All other agreed upon terms and conditions will remain the same.

Should you have any questions or need additional information please contact me at (800) 227-4224 ext 6272.

Hach Company looks forward to continuing to serve your analytical needs 2020 and beyond.


Kind Regards
Roxanna Starika
Project Specialist II
rstarika@hach.com
(800) 227-4224 ext 6272

Line	Part Number	Description	Qty	Unit Price	% Disc	Net Unit Price	Extended Price
1	2125915	rr COD Vials 20-1500 mg/L, pk/150 High Range, USEPA Approved	1	241.00	5%	228.95	228.95
2	2253929	COD Standard Solution, 1000 plus or minus 50 mg/L, 200 mL	1	23.30	5%	22.13	22.13
3	1486398	BOD Nutrient Buffer Pillows, 19 mL size (prepares 19 L), pk/25 Powder Pillows	1	69.05	5%	65.60	65.60
4	2745050	Test Kit Chlorine, Model Test Strips Low Range ppm 0-10 Free / 0- 10 ppm Total	1	19.55	5%	18.57	18.57
5	23249	Fluoride Standard, 100mg/L 500mL, Solution	1	42.25	5%	40.14	40.14
6	253335	Formula 2533 Nitrification Inhibitor, 35 g	1	25.75	5%	24.46	24.46
7	5838000	SENSOR CAP REPLACEMENT, LBOD	1	139.00	5%	132.05	132.05
8	2106869	Cyaniver 3 Cyanide Reagent, pk/100 Powder Pillows	1	34.95	5%	33.20	33.20
9	2106969	Cyaniver 4 Cyanide Reagent, pk/100	1	34.95	5%	33.20	33.20
10	2107069	Cyaniver 5 Cyanide Reagent, pk/100	1	34.95	5%	33.20	33.20
11	2105660	Total chlorine replacement vials for the SwifTest Dispenser. Contains enough DPD for 250 tests for 10 ml samples This product has not been evaluated to test for chlorine and chlormaines in medical applications in the United States	1	52.30	5%	49.68	49.68
12	2376526	Polyvinyl alcohol dispersing reagent 50ml SCDB	1	15.10	5%	14.34	14.34
13	4864302	Sample Cell w/Cap, 1 cm/10 mL, pk/2. For DR/800 Series Colorimeters	1	19.35	5%	18.38	18.38
14	19449	Silica Standard Solution, 1000mg/L, 500mL	1	41.19	5%	39.13	39.13
15	2409353	Sodium thiosulfate, .025n 1000ml	1	30.15	5%	28.64	28.64
16	2635300	Spec Color Standard, Low Range Chlorine - DPD	1	189.00	5%	179.55	179.55
17	34953	Starch indicator soln, 1000ml	1	21.05	5%	20.00	20.00
18	89149	Sulfate std soln, 100mg/l 500ml	1	27.09	5%	25.74	25.74
19	2802400	SwifTest Total Chlorine Reagent Dispenser includes reagent for 250 tests for 10 ml samples. Total chlorine replacement vials can be purchased separately (2105660) DPD TOTAL BULK DISPENSER + POWDER*This product has not been evaluated to test for chlorine and chloramines in medical applications in the United States.	1	68.80	5%	65.36	65.36
20	2105660	Total chlorine replacement vials for the SwifTest Dispenser. Contains enough DPD for 250 tests for 10 ml samples This product has not been evaluated to test for chlorine and chlormaines in medical applications in the United States	1	52.30	5%	49.68	49.68

		Note: The 2100AN Lab turbidimeter is obsolete. Hach is offering the new TU5200 Lab Turbidimeter below					
21	LPV442.99.01022	ee TU5200 Lab Turb, ISO	1	3,851.00	5%	3,658.45	3,658.45
22	2659505	StablCal Standards Calibration Kit, for 2100AN and 2100AN IS Laboratory Turbidimeters (includes 1 ampule each, <0.1 NTU, 20NTU, 200 NTU, 1000 NTU, 4000 NTU, 7500 NTU)	1	326.00	5%	309.70	309.70
23	1416066	BOD Nutrient Buffer Pillows, 0.5 mL size (prepares 300 mL), pk/50 Powder Pillows	1	12.95	5%	12.30	12.30
24	1426820	Chlorine 50-75mg/L 2mL pk/20 Ampules Standard Solutions as Cl2 (NIST)	1	54.75	5%	52.01	52.01
25	1486166	BOD Nutrient Buffer Pillows, 3 mL size (prepares 3 L), pk/50 Powder Pillows	1	41.19	5%	39.13	39.13
26	1486266	BOD Nutrient Buffer Pillows, 6 mL size (prepares 6 L), pk/50 Powder Pillows	1	52.15	5%	49.54	49.54
27	1486510	BOD Standard Solution, for dilution method, 300 mg/L each of glucose plus glutamic acid, pk/16 10 mL Voluette Ampules (NIST)	1	48.49	5%	46.07	46.07
28	18349	Chloride Standard, 1000mg/L, 500 mL Solutions (NIST)	1	35.15	5%	33.39	33.39
29	2106269	Citric Acid, 10mL pk/100 (for silica analysis) Powder Pillows	1	26.75	5%	25.41	25.41
30	2119449	rr Nessler Reagent, 500mL	1	59.25	5%	56.29	56.29
31	2376526	Polyvinyl alcohol dispersing reagent 50ml SCDB	1	15.10	5%	14.34	14.34
32	2376626	Mineral Stabilizer 50mL SCDB	1	17.19	5%	16.33	16.33
33	2514420	EZ GGA, BOD, NO PIPETTE, 2ML PK/20	1	48.49	5%	46.07	46.07
34	27549	Manganous Sulfate Solution, 500 mL, APHA	1	21.45	5%	20.38	20.38
35	27749	Alkaline Iodide-Azide Reagent, 500 mL	1	30.85	5%	29.31	29.31
36	34953	Starch indicator soln, 1000ml	1	21.05	5%	20.00	20.00
37	HQDBODMGR	KTO: HQ440D, LBOD, BOD MANAGER	1	3,441.00	5%	3,268.95	3,268.95
38	2980500	SPEC COLOR STD, DPD CHLORINE-MR	1	207.00	5%	196.65	196.65
		Note: Item # 5870062 POCKET CLRMTR II CHLORINE MR/HR SYSTEM is now an obsolete product					
39	2107169	NitriVer 3 Nitrite Reagent, low range 0-0.2 mg/L or 0-0.5 mg/L as nitrite-N, 10 mL sample, pk/100 Powder Pillows	1	44.65	5%	42.42	42.42
40	2756526	pH STORAGE SOLUTION, 50ML	1	12.59	5%	11.96	11.96
41	1479120	Nitrogen, 50mg/l 2ml amp pk/20	1	56.45	5%	53.63	53.63
42	2395466	Ammonia cyanurate rgt pp pk/50	1	26.25	5%	24.94	24.94
43	2606945	AmVer Test N Tube Reagent Set, High-Range Ammonia, 0-50 mg/L, pk/50	1	116.00	5%	110.20	110.20
44	2395266	Ammonia salicylate rgt pp pk/50	1	40.75	5%	38.71	38.71

45	2515025	Dissolved Oxygen Reagent, pk/25 Ampuls, High Range	1	36.90	5%	35.05	35.05
46	2283449	pH buffer, pH 4, 500 ml (1 pint)	1	14.89	5%	14.15	14.15
47	2283549	pH buffer, pH 7, 500 ml (1 pint)	1	14.89	5%	14.15	14.15
48	2283649	pH buffer, pH 10, 500 ml (1 pint)	1	14.89	5%	14.15	14.15
49	2343267	Holmium Trichloride, pk/20, Powder Pillows	1	37.89	5%	36.00	36.00
50	258901	Fluoride Strength Adjuster 454g, Ionic	1	101.00	5%	95.95	95.95
51	2105660	Total chlorine replacement vials for the SwifTest Dispenser. Contains enough DPD for 250 tests for 10 ml samples This product has not been evaluated to test for chlorine and chlormaines in medical applications in the United States	1	52.30	5%	49.68	49.68
52	2107369	Molybdate Reagent for high range silica (0-15 mg/L), 10 mL sample, pk/100 Powder Pillows	1	35.09	5%	33.34	33.34
53	1218629	COD Standard Solution, 300 +/- 15 mg/L, 200 mL (NIST)	1	26.29	5%	24.98	24.98
54	5870024	POCKET CLRMTR II SWFTTEST CHLOR TOTAL*This product has not been evaluated to test for chlorine and chloramines in medical applications in the United States.	1	526.00	5%	499.70	499.70
55	2662105	StablCal Standards Calibration Kit, for 2100N and 2100N IS Laboratory Turbidimeters (includes 1 ampule each, <0.1 NTU, 20 NTU, 200 NTU, 1000 NTU, 4000 NTU)	1	254.00	5%	241.30	241.30
56	2517025	Ozone Reagent, 0-0.75 mg/L, AccuVac Ampuls, pk/25	1	38.05	5%	36.15	36.15
57	PHC28101	aa ULTRA pH REFILLABLE PROBE, w/1m CABLE	1	462.00	5%	438.90	438.90
58	2376549	Polyvinyl alcohol dispersing	1	38.35	5%	36.43	36.43
59	2507025	Iron, Total, Reagent, FerroVer, AccuVac Ampuls, pk/25	1	38.05	5%	36.15	36.15
60	2084900	Sample cell, 25x95 mm, used with Model 2100N, 2100AN and Lab Ratio Turbidimeters, 6/pk	1	63.65	5%	60.47	60.47
61	2401906	Sample cell, 25x95 mm 25 mL w/cap, 6/pk used with DR/700 and DR/800 Colorimeter	1	52.69	5%	50.06	50.06
62	PHC10101	pH GEL PROBE, STD, w/1m CABLE	1	295.00	5%	280.25	280.25
63	2978500	KTO: SS7 W/sc200, CH 1	1	6,163.00	5%	5,854.85	5,854.85
64	2376649	Mineral Stabilizer 500mL	1	79.05	5%	75.10	75.10
65	9429600	KTO CHEMKEY, 25 PIECE MONO-CHLOR. AND 25 PIECE FREE AMMONIA	1	115.00	10%	103.50	103.50
66	2119453	rr Nessler Reagent, 1000mL	1	107.00	5%	101.65	101.65
67	189149	Nitrogen-Ammonia, 1mg/L, 500mL	1	26.99	5%	25.64	25.64
68	9429100	ASSY., PACK, CHEMKEY, 25 PIECE, TOTAL CHLORINE	1	19.85	10%	17.86	17.86

69	North Holly Service Maintenance Agreement	\$9,349.00
70	South Holly Service Maintenance Agreement	\$11,041.00
71	Eagle Mountain Service Maintenance Agreement	\$17,068.00
72	Westside Plane Service Maintenance Agreement	\$4,143.00
73	Rolling Hills Service Maintenance Agreement	\$19,445.00
74	Village Creek Service Maintenance Agreement	\$49,439.00
75	Miscellaneous items @ manufacturer list price less ___5%___ discount with the exception of Chemkeys which are ___10%___ discount at time of order	

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 1 of 6 Partnership Number : HACH253030
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com




Partnership Number : HACH253030 **Version :** 0.8 **Quotation Date :** 13-AUG-20
Expiration Date : 02-NOV-20

Hach Company Contact : Ballard, Brent Allen **Service Partnership Phone :** **Service Partnership Email :** bballard@hach.com
Customer Ref : **Customer Contact :** MANN, JOE
Customer Phone : **Customer Fax :** **Customer Email :** joe.mann@fortworthtexas.gov

<u>Bill-To Account # 208256</u>		<u>Ship-To Account # 208256</u>		
Customer Name	CITY OF FORT WORTH	Customer Name	CITY OF FORT WORTH	Payment Terms: Net 30
Address4		Address4	SOUTH HOLLY	Billing Method: Annual-Invoices on START Date
Address1	200 TEXAS ST	Address1	1511 11TH AVE	Currency: USD
Address2		Address2		
Address3		Address3		
City,State,PostalCode	FORT WORTH-TX-76102	City,State,Postalcode	FORT WORTH-TX-76102-4350	
Province/Country	US	Province/Country	US	


Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	WRTUPGCERT1720E	17-SEP-20	16-SEP-21	ff RENEWAL ONLY - NO new Service Agreement sales:17-SEP-2020:16-SEP-2021 Warranty upgrade includes: All parts, labor, and travel for on-site repairs, 1 on-site calibration and preventative maintenance (including required parts) with certification , unlimited technical support calls, and free firmware updates. Customer is responsible for calibration and basic maintenance per factory specified guidelines outside of Hach's annual visit.	8,415.00

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 2 of 6 Partnership Number : HACH253030
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com

1.1	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 070300000626
1.2	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 070300000627
1.3	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 070300000628
1.4	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 070300000629
1.5	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 070300000630
1.6	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 070300000632
1.7	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 070300000633
1.8	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 070300000638
1.9	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 070300000640
1.10	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 080600075040
1.11	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 111208204733
1.12	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 111208204740
1.13	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 111208204745
1.14	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 060300054102
1.15	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 060300015853
1.16	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 070300000637
1.17	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 140600497652

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	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com

					1	
					The Bench Service Plus includes: Factory repairs only, one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.	
	5.1	9430000			ee ASSY, INSTRUMENT, SL1000 ; 170860102501	
	5.2	9430000			ee ASSY, INSTRUMENT, SL1000 ; 180160103421	
3	FSPSC200		17-SEP-20	16-SEP-21	Fid Svc-1V SC200 Controller:17-SEP-2020:16-SEP-20 21	2,331.00
	7.1	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1611C0148010	
	7.2	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1611C0139645	
	7.3	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1611C0139656	
	7.4	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1611C0164374	
	7.5	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1611C0148034	
	7.6	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1611C0139632	
	7.7	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1611C0164404	
	7.8	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1611C0139634	
	7.9	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1611C0148005	
4	BSPPLUSDR3900		17-SEP-20	16-SEP-21	BenchPlus-DR3900:17-SEP-2020: 16-SEP-2021 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades	916.00

	HACH SERVICE PARTNERSHIP QUOTATION <i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	Page : 4 of 6 Partnership Number : HACH253030
	<i>WebSite:</i> www.hach.com	<i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693 <i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

on your instrument. Travel is included for one on-site visit. Additional visits may be billable.

9.1

LPV440.99.00012

db aa DR3900
SPECTROPHOTOMETER WITH
RFID ; 1784252

Sub Total : 13,040.00
Tax: 0.00
Total : 13,040.00

Partnership Notes :

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. 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 FORT WORTH

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 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,

	HACH SERVICE PARTNERSHIP QUOTATION Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	Page : 5 of 6 Partnership Number : HACH253030
	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

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. 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 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, 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 isolation 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:


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.

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	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

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 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 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.

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, howsoever 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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	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com



Partnership Number : HACH253042 **Version :** 0.3 **Quotation Date :** 13-AUG-20
Expiration Date : 02-NOV-20

Hach Company Contact : Ballard, Brent Allen **Service Partnership Phone :** **Service Partnership Email :** bballard@hach.com
Customer Ref : **Customer Contact :** MANN, JOE
Customer Phone : **Customer Fax :** **Customer Email :** joe.mann@fortworthtexas.gov


<u>Bill-To Account # 208256</u>		<u>Ship-To Account # 208256</u>			
Customer Name	CITY OF FORT WORTH	Customer Name	CITY OF FORT WORTH	Payment Terms:	Net 30
Address4		Address4		Billing Method:	Annual-Invoices on START Date
Address1	200 TEXAS ST	Address1	1500 11TH AVE	Currency:	USD
Address2		Address2			
Address3		Address3			
City,State,PostalCode	FORT WORTH-TX-76102	City,State,Postalcode	FORT WORTH-TX-76102-4349		
Province/Country	US	Province/Country	US		

Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	WRTUPGCERT1720E	17-SEP-20	16-SEP-21	ff RENEWAL ONLY - NO new Service Agreement sales:17-SEP-2020:16-SEP-2021 Warranty upgrade includes: All parts, labor, and travel for on-site repairs, 1 on-site calibration and preventative maintenance (including required parts) with certification , unlimited technical support calls, and free firmware updates. Customer is responsible for calibration and basic maintenance per factory specified guidelines outside of Hach's annual visit.	6,435.00

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1.1	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 070300000618
1.2	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 070300000620
1.3	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 070300000623
1.4	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 070300000637
1.5	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 080600075035
1.6	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 080600075122
1.7	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 080600075035
1.8	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 050700011108
1.9	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 070300000634
1.10	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 080600075039
1.11	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 070300000631
1.12	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 070300000639
1.13	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 071100064799

2	BSPPLUSL1000	17-SEP-20	16-SEP-21	BenchPlus SL1000:17-SEP-2020:16-SEP-202 1 The Bench Service Plus includes: Factory repairs only, one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.	681.00
3.1	9430000			ee ASSY, INSTRUMENT, SL1000 ; 160270101369	

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3	FSPSC200	17-SEP-20	16-SEP-21	Fld Svc-1V SC200 Controller:17-SEP-2020:16-SEP-2021	2,331.00
4.1	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1611C0164380	
4.2	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1611C0139643	
4.3	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1611C0164385	
4.4	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1611C0164376	
4.5	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1611C0164383	
4.6	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1611C0164384	
4.7	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1611C0148030	
4.8	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1611C0148007	
4.9	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1611C0148015	
				Sub Total :	9,447.00
				Tax:	0.00
				Total :	9,447.00

Partnership Notes :

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 . 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 FORT WORTH

Customer P.O. Number : _____

Customer Reference Number : _____

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	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

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) acknowledgment 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 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. 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 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, 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.

	HACH SERVICE PARTNERSHIP QUOTATION Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	Page : 5 of 5 Partnership Number : HACH253042
	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

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:

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 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 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.

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, howsoever 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.

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 1 of 7 Partnership Number : HACH253035
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com




Partnership Number : HACH253035 **Version :** 0.4 **Quotation Date :** 13-AUG-20
Expiration Date : 02-NOV-20


Hach Company Contact : Ballard, Brent Allen **Service Partnership Phone :**
Service Partnership Email : bballard@hach.com
Customer Ref :
Customer Phone : 817-392-2190 **Customer Fax :** 817-237-7191 **Customer Contact :** JOSEPH, GEORGE
Customer Email : george.joseph@fortworthgov.org

<u>Bill-To Account # 208256</u>		<u>Ship-To Account # 208256</u>			
Customer Name	CITY OF FORT WORTH	Customer Name	CITY OF FORT WORTH	Payment Terms:	Net 30
Address4		Address4		Billing Method:	Annual-Invoices on START Date
Address1	200 TEXAS ST	Address1	6801 BOWMAN ROBERTS RD	Currency:	USD
Address2		Address2			
Address3		Address3			
City,State,PostalCode	FORT WORTH-TX-76102	City,State,Postalcode	FORT WORTH-TX-76179-3385		
Province/Country	US	Province/Country	US		

Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	WRTUPGCERT1720E	17-SEP-20	16-SEP-21	ff RENEWAL ONLY - NO new Service Agreement sales:17-SEP-2020:16-SEP-2021 Warranty upgrade includes: All parts, labor, and travel for on-site repairs, 1 on-site calibration and preventative maintenance (including required parts) with certification , unlimited technical support calls, and free firmware updates. Customer is responsible for calibration and basic maintenance per factory specified guidelines outside of Hach's annual visit.	12,375.00

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 2 of 7 Partnership Number : HACH253035
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com

1.1	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 070600000249
1.2	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 070700000434
1.3	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 071200067929
1.4	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 071200067934
1.5	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 070100021629
1.6	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 070100021715
1.7	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 070100021720
1.8	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 070100021721
1.9	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 070100021722
1.10	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 070100021724
1.11	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 070100021725
1.12	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 070500001047
1.13	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 071200067920
1.14	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 071200067921
1.15	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 071200067923
1.16	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 071200067925
1.17	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 071200067926

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	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com

1.18	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 071200067928	
1.19	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 071200067935	
1.20	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 071200067936	
1.21	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 071200067937	
1.22	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 071200067938	
1.23	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 071200067939	
1.24	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 110200376982	
1.25	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 071200067932	
2	FSPSC200	17-SEP-20	16-SEP-21	Fid Svc-1V SC200 Controller:17-SEP-2020:16-SEP-20 21	4,144.00
6.1	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1510C0125939	
6.2	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1510C0125943	
6.3	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1510C0125945	
6.4	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1510C0125946	
6.5	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1510C0125948	
6.6	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1510C0125949	
6.7	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1510C0133944	
6.8	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1510C0133945	


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6.9	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1510C0133946	
6.10	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1510C0133947	
6.11	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1510C0133952	
6.12	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1510C0133953	
6.13	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1510C0133954	
6.14	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1511C0126534	
6.15	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1511C0151898	
6.16	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1510C0123939	
3	BSPPLUSL1000	17-SEP-20	16-SEP-21	BenchPlus SL1000:17-SEP-2020:16-SEP-2021 1 The Bench Service Plus includes: Factory repairs only, one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.	681.00
7.1	9430000			ee ASSY, INSTRUMENT, SL1000 ; 160190101341	

Sub Total :	17,200.00
Tax:	0.00
Total :	17,200.00

Partnership Notes :

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. 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

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	<i>WebSite:</i> www.hach.com	<i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693 <i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

Customer Name : CITY OF FORT WORTH

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 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. 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 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, 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 isolation 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

	<p>HACH SERVICE PARTNERSHIP QUOTATION</p> <p><i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389</p> <p><i>Purchase Orders</i></p>	<p>Page : 6 of 7 Partnership Number : HACH253035</p> <p><i>WebSite:</i> www.hach.com</p>	<p><i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693</p> <p><i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593</p>
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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:

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, 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 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 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.

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

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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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Partnership Number : HACH252718 **Version :** 0.16 **Quotation Date :** 13-AUG-20
Expiration Date : 02-NOV-20

Hach Company Contact : Ballard, Brent Allen **Service Partnership Phone :** **Service Partnership Email :** bballard@hach.com
Customer Ref : Renewal Quote **Customer Contact :** XAVIER, CYRIAC
Customer Phone : 817-392-2742 **Customer Fax :** **Customer Email :** Cyriac.Xavier@fortworthgov.org

<u>Bill-To Account # 208256</u>		<u>Ship-To Account # 208256</u>			
Customer Name	CITY OF FORT WORTH	Customer Name	CITY OF FORT WORTH	Payment Terms:	Net 30
Address4		Address4		Billing Method:	Annual-Invoices on START Date
Address1	200 TEXAS ST	Address1	2500 SE LOOP 820	Currency:	USD
Address2		Address2	ROLLING HILLS WATER TREATMENT PLANT		
Address3		Address3			
City,State,PostalCode	FORT WORTH-TX-76102	City,State,Postalcode	FORT WORTH-TX-76140-1009		
Province/Country	US	Province/Country	US		

Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	BSPPLUSL1000	17-SEP-20	16-SEP-21	BenchPlus SL1000:17-SEP-2020:16-SEP-2021	681.00
	3.1 9430000			The Bench Service Plus includes: Factory repairs only, one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable. ee ASSY, INSTRUMENT, SL1000 ; 160280101375	
2	FSPSC200	17-SEP-20	16-SEP-21	Fld Svc-1V SC200 Controller:17-SEP-2020:16-SEP-20	5,502.00


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4.1	LXV404.99.00552	sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1602C0137856
4.2	LXV404.99.00552	sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1602C0129795
4.3	LXV404.99.00552	sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1602C0129808
4.4	LXV404.99.00552	sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1602C0129808
4.5	LXV404.99.00552	sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1602C0155269
4.6	LXV404.99.00552	sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1602C0155270
4.7	LXV404.99.05552	sc200 CONTR, 100-240V, 2 DIG CONN, HART, HACH ; 1302C0074821
4.8	LXV404.99.00552	sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1207C0045010
4.9	LXV404.99.00552	sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1207C0054930
4.10	LXV404.99.00552	sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1602C0155273
4.11	LXV404.99.00552	sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1602C0155291
4.12	LXV404.99.00552	sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1602C0155292
4.13	LXV404.99.00552	sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1610C0138314
4.14	LXV404.99.00502	sc200 CONTROLLER, AC-DC, DIG, HACH ; 1405C0095606
4.15	LXV404.99.00552	sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1602C0129796
4.16	LXV404.99.00552	sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1602C0155272
4.17	LXV404.99.00552	sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1602C0129799

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4.18	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1602C0129794	
4.19	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1602C0137867	
4.20	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1602C0129792	
4.21	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1602C0155274	
3	BSPPLUSDR3900	17-SEP-20	16-SEP-21	BenchPlus-DR3900:17-SEP-2020:16-SEP-2021 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.	906.00
5.1	LPV440.99.00012			db aa DR3900 SPECTROPHOTOMETER WITH RFID ; 1614614	
4	FSPTU53XX - 4 VISIT	17-SEP-20	16-SEP-21	Fld Svc TU53XX 4 VST:17-SEP-2020:16-SEP-2021 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. Cleaning Module Accessory is not covered under this offering.	3,588.00
6.1	LXV445.99.11112			db ee TU5300sc TURB,SYSCHK,EPA ; 1952806	
6.2	LXV445.99.11112			db ee TU5300sc TURB,SYSCHK,EPA ; 1952425	
6.3	LXV445.99.11112			db ee TU5300sc TURB,SYSCHK,EPA ; 1952382	

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6.4	LXV445.99.11112			db ee TU5300sc TURB,SYSCHK,EPA ; 1952394	
5	FSPTU52XX	17-SEP-20	16-SEP-21	Fld Svc TU52XX 1 VST:17-SEP-2020:16-SEP-2021 Field Service includes: All parts, labor, and travel for on-site repairs, 1 comprehensive PM/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.	577.00
7.1	LPV4425303012			nn KIT, TU5200, Lab Turb with RFID, EPA ; 1935745	

Sub Total : 11,254.00
Tax: 0.00
Total : 11,254.00

Partnership Notes :

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. 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 FORT WORTH

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.

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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 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. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delay 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 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, 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>.

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	<i>WebSite:</i> www.hach.com	<i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693 <i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

13. CHANGES AND ADDITIONAL CHARGES:

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 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 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 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, howsoever 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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	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com



Partnership Number : HACH388757 **Version :** 0.20 **Quotation Date :** 13-AUG-20
Expiration Date : 02-NOV-20

Hach Company Contact : Ballard, Brent Allen **Service Partnership Phone :** **Service Partnership Email :** bballard@hach.com
Customer Ref : 392-2742 **Customer Fax :** **Customer Contact :** IRWIN, ERIK
Customer Phone : **Customer Email :** Erik.irwin@fortworthtexas.gov

Bill-To Account # 208256


Ship-To Account # 208256

Customer Name	CITY OF FORT WORTH	Customer Name	CITY OF FORT WORTH	Payment Terms:	Net 30
Address4		Address4	WESTSIDE WTP	Billing Method:	Annual-Invoices on START Date
Address1	200 TEXAS ST	Address1	12200 OLD WEATHERFORD RD	Currency:	USD
Address2		Address2			
Address3		Address3			
City,State,PostalCode	FORT WORTH-TX-76102	City,State,Postalcode	FORT WORTH-TX-76108		
Province/Country	US	Province/Country	US		

Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	FSPCL17	17-SEP-20	16-SEP-21	Fld Svc-2V CL17 (current version):17-SEP-2020:16-SEP-2021 1 For CL17 p/n 5440000 only. Field Service includes all parts, labor, and travel for on-site repairs, two preventative maintenance visits per year (including required parts), unlimited technical support calls, and free firmware updates.	2,476.00
	1.1			oo CL17 FINAL ASSEMBLY W/KITS ; 110200390287	
	1.2			oo CL17 FINAL ASSEMBLY W/KITS ; 110500401792	
2	FSPSC200	17-SEP-20	16-SEP-21	Fld Svc-1V SC200	2,096.00

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				Controller:17-SEP-2020:16-SEP-2021	
3.1	LXV404.99.00502			sc200 CONTROLLER, AC-DC, DIG,HACH ; 1105C0010637	
3.2	LXV404.99.00502			sc200 CONTROLLER, AC-DC, DIG,HACH ; 1910C0191840	
3.3	LXV404.99.00502			sc200 CONTROLLER, AC-DC, DIG,HACH ; 1910C0191839	
3.4	LXV404.99.00502			sc200 CONTROLLER, AC-DC, DIG,HACH ; 1910C0185620	
3.5	LXV404.99.00502			sc200 CONTROLLER, AC-DC, DIG,HACH ; 1907C0198280	
3.6	LXV404.99.00502			sc200 CONTROLLER, AC-DC, DIG,HACH ; 1907C0198273	
3.7	LXV404.99.00502			sc200 CONTROLLER, AC-DC, DIG,HACH ; 1907C0187960	
3.8	LXV404.99.00502			sc200 CONTROLLER, AC-DC, DIG,HACH ; 1910C0191841	
3	PMP-HQD-1V	17-SEP-20	16-SEP-21	PMP-HQd Series-1V (FRV 1):17-SEP-2020:16-SEP-2021	302.00
7.1	HQ411D			HQ411d BENCHTOP METER, pH/mV ; 120300068557	
4	BSPPLUSL1000	17-SEP-20	16-SEP-21	BenchPlus SL1000:17-SEP-2020:16-SEP-2021 1 The Bench Service Plus includes: Factory repairs only, one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.	697.00
9.1	9430000			ee ASSY, INSTRUMENT, SL1000 ; 160270101367	
5	FSPTU52XX	17-SEP-20	16-SEP-21	Fld Svc TU52XX 1 VST:17-SEP-2020:16-SEP-2021 Field Service includes: All parts, labor, and travel for on-site repairs, 1 comprehensive PM/calibrations per year, factory recommended maintenance (including required	577.00

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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.

11.1 LPV442.99.03012

KTO: TU5200, Lab Turb with RFID, EPA ; 1704491

6	FSPTU54XX - 1 VISIT	17-SEP-20	16-SEP-21	Fid Svc TU54XX 1 VST:17-SEP-2020:16-SEP-2021 Field Service includes: All parts, labor, and travel for on-site repairs, 1 comprehensive PM/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. Cleaning Module Accessory is not covered under this offering.	5,229.00
12.1	LXV445.99.10212			db ee TU5400sc TURB,EPA ; 1952045	
12.2	LXV445.99.10212			db ee TU5400sc TURB,EPA ; 1952103	
12.3	LXV445.99.10212			db ee TU5400sc TURB,EPA ; 1952125	
12.4	LXV445.99.10212			db ee TU5400sc TURB,EPA ; 1952126	
12.5	LXV445.99.10212			db ee TU5400sc TURB,EPA ; 1915005	
12.6	LXV445.99.10212			db ee TU5400sc TURB,EPA ; 1928373	
12.7	LXV445.99.10212			db ee TU5400sc TURB,EPA ; 1929709	

Sub Total : 11,377.00
Tax: 0.00

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	<i>WebSite:</i> www.hach.com	<i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693 <i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

Total : 11,377.00

Partnership Notes :

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. 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 FORT WORTH

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 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. 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 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, 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 isolation 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.

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	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

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, assigns, 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:

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.danaher/integrity.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 of, including but not limited to Government embargoes, blockages, seizures or freezes 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;

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 6 of 6 Partnership Number : HACH388757
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com

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, howsoever 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.

Active Service Partnership

Partnership Number :	HACH361497	0.82	Start Date :	09-17-2019	
			End Date :	09-16-2020	
Hach Company Contact :	Ballard, Brent Allen	Service Partnership Phone :	800-227-4224	Service Partnership Email :	bballard@hach.com
Customer Ref :	FW060-0000004917			Customer Contact :	Prasad Vattakunnel
Customer Phone :		Customer Fax :		Customer Email :	prasad.vattakunnel@fortworthgov.org

Print

Bill-To Account # 208256		Ship-To Account # 208256			
Customer Name	CITY OF FORT WORTH	Customer Name	CITY OF FORT WORTH	Payment Terms :	Net 30
Address 4		Address 4	Village Creek	Billing Method :	Annual-Invoices on START Date
Address 1	200 TEXAS ST	Address 1	4500 WILMA LN	Currency :	USD
Address 2		Address 2	***SHIP TO ON ACCT 40260254**		
Address 3		Address 3			
City, State, Postal Code	FORT WORTH, TX, 76102	City, State, Postal Code	ARLINGTON, TX, 76012-5409		
Province/Country	US	Province/Country	US		

Line	Service Name				Line Total
	Covered Product	Start Date	End Date	Description/Serial Number	
1	FSPCL17	09-17-2019	09-16-2020	Fid Svc-2V CL17 (current version)	\$10,782.00
	1.1	5440000		oo CL17 FINAL ASSEMBLY W/KITS ; 030700007768	
	1.2	5440000		oo CL17 FINAL ASSEMBLY W/KITS ; 080400022006	
	1.3	5440000		oo CL17 FINAL ASSEMBLY W/KITS ; 060800016525	
	1.4	5440000		oo CL17 FINAL ASSEMBLY W/KITS ; 090200308415	
	1.5	5440000		oo CL17 FINAL ASSEMBLY W/KITS ; 090200308518	
	1.6	5440000		oo CL17 FINAL ASSEMBLY W/KITS ; 100500360217	
	1.7	5440000		oo CL17 FINAL ASSEMBLY W/KITS ; 010900003467	
	1.8	5440000		oo CL17 FINAL ASSEMBLY W/KITS ; 030700007724	
	1.9	5440000		oo CL17 FINAL ASSEMBLY W/KITS ; 192050027352	
2	FSP2100N	09-17-2019	09-16-2020	Fid Svc-1V 2100N Turb	\$414.00
	2.1	4700000		oo 2100N LAB TURB, EPA 1821 ; 020600007647	
4	BSPPLUS2100P	09-17-2019	09-16-2020	BenchPlus-2100P	\$379.00
	4.1	4650000		oo 2100P PORTABLE TURBIDIMETER ; 08060C029898	
5	PMP-HQD-1V	09-17-2019	09-16-2020	PMP-HQd Series-1V (FRV 1)	\$295.00
	5.1	HQ30D		HQ30d FLEXI PORTABLE METER ; 080100016689	
6	FSPUVASPRB	09-17-2019	09-16-2020	Fid Svc-2V UVAS Sensor	\$1,178.00
	6.1	LXV418.99.90002		db UVAS sc PROBE, 50mm ; 1391786	
7	FSP1720E	09-17-2019	09-16-2020	Fid Svc-4V 1720E Turb Sensor	\$755.00
	7.1	LPV417.99.00002		1720E LR TURBIDITY SENSOR, HACH ; 110420038554	
8	FSPSOLITAX	09-17-2019	09-16-2020	Fid Svc-2V Solitax Sensor	\$3,237.00
	8.1	LXV423.99.10000		db T-LINE sc/IMMERS 4000NTU WIPER PVC ; 1602976	
	8.2	LXV423.99.00100		db TS-LINE sc/IMMERSION 50g/l WIPER SS ; 1469732DUP	
	8.3	LXV423.99.00100		db TS-LINE sc/IMMERSION 50g/l WIPER SS ; 1866757DUP	
10	PMP-LDO-1V	09-17-2019	09-16-2020	PMP-LDO-1V (FRV 1)	\$7,088.00
	10.1	5790000		oo DO PROBE, HACH ; 1201411127	

	10.2	5790000			oo DO PROBE, HACH ; 0807410465	
	10.3	5790000			oo DO PROBE, HACH ; 0802410148	
	10.4	5790000			oo DO PROBE, HACH ; 0809410644	
	10.5	5790000			oo DO PROBE, HACH ; 0808410671	
	10.6	5790000			oo DO PROBE, HACH ; 1010410207	
	10.7	5790000			oo DO PROBE, HACH ; 1111410636	
	10.8	5790000			oo DO PROBE, HACH ; 1007410715	
	10.9	5790000			oo DO PROBE, HACH ; 1005410590	
	10.10	5790000			oo DO PROBE, HACH ; 1003411030	
	10.11	5790000			oo DO PROBE, HACH ; 1205413884	
	10.12	5790000			oo DO PROBE, HACH ; 1203410411	
	10.13	5790000			oo DO PROBE, HACH ; 1203410425	
	10.14	5790000			oo DO PROBE, HACH ; 0701410291	
	10.15	5790000			oo DO PROBE, HACH ; 1107410283	
	10.16	5790000			oo DO PROBE, HACH ; 1107410286	
13	FSPAN-ISE		09-17-2019	09-16-2020	Fid Svc ANISE Sensor 2 Visit	\$6,618.00
	13.1	LXV440.99.00002			aa AN-ISE sc, HACH SENSOR w/RFID ; 1503002	
	13.2	LXV440.99.00002			aa AN-ISE sc, HACH SENSOR w/RFID ; 1503637	
14	FSPAMTAXSC		09-17-2019	09-16-2020	Fid Svc-2V Amtax SC V.2006	\$4,542.00
	14.1	LXV421.99.14002			AMTAX sc AMMONIA ANLZR 115-230V,2 CH ; 1639353	
	14.2	LXV421.99.14002			AMTAX sc AMMONIA ANLZR 115-230V,2 CH ; 1639354	
15	FSPFILTRAX		09-17-2019	09-16-2020	Fid Svc-4V Filtrax	\$5,910.00
	15.1	LXV294.54.00000			db FILTRAX CONTROL MODULE, 115VAC ; 1651651	
	15.2	LXV294.54.00000			db FILTRAX CONTROL MODULE, 115VAC ; 1651816	
16	BSPPLUSHQD440		09-17-2019	09-16-2020	BenchPlus-HQD440	\$465.00
	16.1	HQ440D			HQ440d BENCHTOP METER, MULTI ; 160300024248	
17	BSPPLUSDR3900		09-17-2019	09-16-2020	BenchPlus-DR3900	\$898.00
	17.1	LPV440.99.00012			db aa DR3900 SPECTROPHOTOMETER WITH RFID ; 1661691	
18	FSPSC200		09-17-2019	09-16-2020	Fid Svc-1V SC200 Controller	\$2,988.00
	18.1	LXV404.99.05552			sc200 CONTR, 100-240V, 2 DIG CONN, HART, HACH ; 1302C0064909	
	18.2	LXV404.99.05552			sc200 CONTR, 100-240V, 2 DIG CONN, HART, HACH ; 1303C0065459	
	18.3	LXV404.99.05552			sc200 CONTR, 100-240V, 2 DIG CONN, HART, HACH ; 1303C0075412	
	18.4	LXV404.99.05552			sc200 CONTR, 100-240V, 2 DIG CONN, HART, HACH ; 1303C0075430	
	18.5	LXV404.99.05552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 110659001888	
	18.6	LXV404.99.05552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1211C0050624	
	18.7	LXV404.99.05552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1211C0060522	
	18.8	LXV404.99.05552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 130059002262	
	18.9	LXV404.99.05552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1312C0089927	
	18.10	LXV404.99.05552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1610C0138319	
	18.11	LXV404.99.05552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1712C0147650	
	18.12	LXV404.99.05052			sc200 CONTROLLER, AC-DC, DIG,HACH ; 1104C0008234	
19	FSPLDO2		09-17-2019	09-16-2020	Fid Svc LDO2 - 1 visit	\$3,890.00
	19.1	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 130670000026	
	19.2	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 130670000027	
	19.3	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 122350000008	
	19.4	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 142470000401	
	19.5	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 133470000015	
	19.6	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 132400000009	
	19.7	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 132410000002	
	19.8	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 130442000003	
	19.9	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 001010410216	

19.10	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 001107410803	
				Sub-total	\$49,439.00
				Tax	\$0.00
				Total	\$49,439.00

Partnership Notes

For immediate assistance, or to schedule service, contact our exclusive partnership technical support group at 1-866-902-HACH(4224) or email dispatch@hach.com for Field Service or services@hach.com for Bench Service. Please reference your partnership agreement number when calling.

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. Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgements, 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.

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