CSC No. 54632

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") 2020 Renewal Term No. 4: September 14 2010 2020 Renewal Term No. 4: September 14, 2019 to September 13, 2020 3021

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.

Management Analyst II

817-392-5906

OFFICIAL RECORD CITY SECRETARY FT. WORTH, TX

CSC No.

ACCEPTED AND AGREED:

CITY OF FORT WORTH	CONTRACT COMPLIANCE MANAGER: By signing I acknowledge that I am the
By: Dana Burghdoff Dana Burghdoff (Oct 5, 2026 13:17 CDT) Name: Dana Burghdoff Title: Assistant City Manager	person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.
APPROVAL RECOMMENDED:	By: Patricia Stanley (Sep 17, 2020 11:02 CDT) Name: Patricia Stanley Title: Management Analyst II
By: Christopher Harder Christopher Harder Name: Chris Harder, PE Title: Water Director ATTEST:	APPROVED AS TO FORM AND LEGALITY: By: Christa R Lopez-Reynolds Christa R. Lopez-Reynolds Name: Christa R. Lopez-Reynolds Title: Senior A spistont City Atternation
By: Fonald P. Gonzales Name: Mary Kayser Title: City Secretary	Title: Senior Assistant City Attorney CONTRACT AUTHORIZATION: M&C: P-11933 Date Approved: 09/13/2016 Form 1295 Certification No.:

Hach C	ompany			
Ву:	Roberou Stanke	Date:	9/11/20	
Name:	Roxanna Starika Project Specialist II			
Title:	r Toject Specialist II			

OFFICIAL RECORD CITY SECRETARY FT. WORTH, TX



August 29, 2019

Hach Company PO BOX 389 Loveland, CO Attention: Amy Oisen 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-malled 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 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,

FMS Purchasing

Purchasing Division, Financial Management Services Department

US Purchasing

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

Vendor: Hach Company

X Yes, renew this agreement

☐ No, do not renew this agreement

Amy Olsen Roxanna Starika

*Per submitted updated pricing

City of Fort Worth

Steven Rathers

Purchasing Manager

7-6-19

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			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
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	
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/I 500ml	1	25.09	5%	23.84	23.84
19	SwifTest Total Chlorine Reagent Dispenser includes reagent for 250 tests for 10 ml samples. Total chlorine replacement vials can		1	63.79	5%	60.60	60.60
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	48.49	5%	46.07	46.07
		Note: The 2100AN Lab turbidimeter is obsololete. 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	ee TUS200 Lab Turb, ISO 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		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 CI2 (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 reagent50ml 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	20 EZ GGA, BOD, NO PIPETTE, 2ML PK/20		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			1	487.00	5%	462.65	462.65
33	3870002	SYST*This product has not been evaluated to test for chlorine and chloramines in medical applications in the United States.	•	407.00	370	402.03	102.00
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
		Total chlorine replacement vials for the			33.62		
52	2105660	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	1	48.49	5%	46.07	46.07
53	2107369	Molybdate Reagent for high range silica (0-15	1	31.89	5%	30.30	30.30
			1	24.35	5%	23.13	23.13
52 53		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	31.89	5%	30.30	2.



		mL (NIST)					
55	5870024	POCKET CLRMTR II SWFTEST 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		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 Se	ervice Maintenance Agreement					\$8,216.00
71	South Holly Se	ervice Maintenance Agreement					\$9,749.00
72	Eagle Mountai	in Service Maintenance Agreement					\$15,053.00
73	Westside Plane	e Service Maintenance Agreement					\$3,889.00
74		Service Maintenance Agreement					\$17,135.00
75		Service Maintenance Agreement					\$46,714.00
76		items @ manufacturer list price less5% ich are10% discount	dis	count with	the exce	ption of	



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





Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

Page Partnership Number:

WebSite: www.hach.com

HACH253035 Remittance 2207 Collections Center Dr

Chicago, IL 60693

1 of 6

Wire Transfers 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

Phone

Service Partnership

Ship-To Account # 208256

Service Partnership

Email

hlooney@hach.com

Customer Ref Customer Phone: PO-17-00100376-141

817-392-8254

Customer Fax:

817-392-8410

Customer Contact: Customer Email:

BATTISE, RUSSELL

Russell.Battise@FortWorthte

xas.gov

Bill-To Account # 208256

Customer Name CITY OF FORT WORTH

Customer CITY OF FORT WORTH **Payment Terms:**

Net 30

Address4

EAGLE MOUNTAIN WTP

Billing Method:

Annual-Invoices on

Address1

1500 11TH AVE

Address4 Address1

6801 BOWMAN ROBERTS

START Date

Address2

Name

Currency:

USD

Address2 Address3

FORT

Address3

City, State,

FORT WORTH-TX-76179-3385

US

PostalCode Province/ Country

City, State,

WORTH-TX-76102-4350 US

Postalcode Province/

Country

Line Total Service Name Line Description/Serial Number **Covered Product Start Date End Date** 10,650.00 WarrantyPlus Certification plan for 17-SEP-18 16-SEP-19 WRTUPGCERT1720E

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



Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

Page : Partnership Number :

WebSite: www.hach.com

2 of 6 HACH253035

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

		you have an opportunity to review
		our environmental and safety
		requirements.
1.1	LPV417.99.00002	1720E LR TURBIDITY SENSOR,
	2	HACH; 070600000249
1.2	LPV417.99.00002	1720E LR TURBIDITY SENSOR,
	21 7 111.00.0002	HACH; 07070000434
1.3	LPV417.99.00002	1720E LR TURBIDITY SENSOR,
1.0	21 7 17 100,00002	HACH; 071200067929
1.4	LPV417.99.00002	1720E LR TURBIDITY SENSOR,
	2	HACH; 071200067934
1.5	LPV417.99.00002	1720E LR TURBIDITY SENSOR,
110		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,
	3 _0010_000000	HACH; 071200067920
1.14	LPV417.99.00002	1720E LR TURBIDITY SENSOR,
2.22	1 51 44 5 00 00000	HACH; 071200067921
1.15	LPV417.99.00002	1720E LR TURBIDITY SENSOR,
4.40	1 F) /// 2 00 00000	HACH; 071200067923
1.16	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH ; 071200067925
4 47	LPV417.99.00002	1720E LR TURBIDITY SENSOR,
1.17	LPV417.99.00002	HACH; 071200067926
1.18	LPV417.99.00002	1720E LR TURBIDITY SENSOR,
1.10	LF V417.39.00002	HACH : 071200067928
1.19	LPV417.99.00002	1720E LR TURBIDITY SENSOR,
1.13	LI V417.55.66662	HACH; 071200067935
1.20	LPV417.99.00002	1720E LR TURBIDITY SENSOR,
1.20	LI V417.00.0002	HACH; 071200067936
1.21	LPV417.99.00002	1720E LR TURBIDITY SENSOR,
	2	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 : Partnership Number :	3 of 6 HACH253035
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

P-2100AN-1V 4700 P-2100N-1V 4700 PSC200		17-SEP-18	16-SEP-19	HACH; 071200067932 PMP-2100AN LAB TURB-1V (FRV1):17-SEP-2018:16-SEP-2019 oo 2100AN LAB TURB, EPA 180.1 ; 07060C020770	255.00
IP-2100N-1V I 4700		Control of the contro	Court Control Control	(FRV1):17-SEP-2018:16-SEP-2019 oo 2100AN LAB TURB, EPA 180.1 ; 07060C020770	
P-2100N-1V		17-SEP-18	16-SEP-19	oo 2100AN LAB TURB, EPA 180.1 ; 07060C020770	
P-2100N-1V		17-SEP-18	16-SEP-19	; 07060C020770	
4700	0000	17-SEP-18	16-SEP-19		
4700	0000	,, ,,,		PMP-2100N LAB TURB-1V	255.00
225,892	0000			(FRV1):17-SEP-2018:16-SEP-2019	
225,892				oo 2100N LAB TURB, EPA 1821;	
PSC200				15050C032990	
		17-SEP-18	16-SEP-19	Fld Svc-1V SC200	3,360.00
				Controller:17-SEP-2018:16-SEP-20	
				19	
1 LXV	404.99.00552			sc200 CONTROLLER, AC-DC, 2	
				DIG, HACH; 1510C0125939	
LXV-	404.99.00552			sc200 CONTROLLER, AC-DC, 2	
				DIG, HACH; 1510C0125943	
B LXV	404.99.00552			sc200 CONTROLLER, AC-DC, 2	
				DIG, HACH; 1510C0125945	
1 LXV	404.99.00552			sc200 CONTROLLER, AC-DC, 2	
				DIG, HACH; 1510C0125946	
5 LXV	404.99.00552			sc200 CONTROLLER, AC-DC, 2	
				DIG, HACH; 1510C0125948	
S LXV	404.99.00552			sc200 CONTROLLER, AC-DC, 2	
				DIG, HACH; 1510C0125949	
7 LXV	404.99.00552			sc200 CONTROLLER, AC-DC, 2	
				DIG, HACH; 1510C0133944	
B LXV	404.99.00552			sc200 CONTROLLER, AC-DC, 2	
				DIG, HACH; 1510C0133945	
) LXV	404.99.00552			sc200 CONTROLLER, AC-DC, 2	
				DIG, HACH; 1510C0133946	
10 LXV	404.99.00552			sc200 CONTROLLER, AC-DC, 2	
rer sames					
11 LXV	404.99.00552				
12 LXV	404.99.00552			그 집에 맞았는데, 에 보고 있었는데 가는데 그 없는 다른 사람들이 있다면 살 하면 있다면 살 하고 있다면 하는 것 같아.	
	101 00 00550				
13 LXV	404.99.00552				
(4 1997	404 00 00552				
14 LXV	404.99.00552			- [1] [1] [1] [1] [1] [1] [1] [1] [1] [1]	
15 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	404 00 00552				
IS LAV	404.99.00552				
16 1 1 1 1 1	404 99 00552				
IO LAV	404.55.00552			(경기장구 (1.17) 전기 시간 (1.17) (1.17) (1.17) (1.17) (1.17) (1.17) (1.17) (1.17) (1.17) (1.17)	
		17-SFP-18	16-SFP-19		533.00
PPI USSI 1000		011 10	10 021 10		
PPLUSSL1000				9	
PPLUSSL1000				TOTAL TERMS OF THE TAXABLE PARTY OF TAXABLE PARTY O	
PPLUSSL1000				The Bench Service Plus includes:	
PPLUSSL1000				The Bench Service Plus includes: Factory repairs only, one	
PPLUSSL1000					
1:	1 LXV 2 LXV 3 LXV 4 LXV 5 LXV	1 LXV404.99.00552 2 LXV404.99.00552 3 LXV404.99.00552 4 LXV404.99.00552 5 LXV404.99.00552 6 LXV404.99.00552	1 LXV404.99.00552 2 LXV404.99.00552 3 LXV404.99.00552 4 LXV404.99.00552 5 LXV404.99.00552 6 LXV404.99.00552	1 LXV404.99.00552 2 LXV404.99.00552 3 LXV404.99.00552 4 LXV404.99.00552 5 LXV404.99.00552 6 LXV404.99.00552	DIG, HACH; 1510C0133947 sc200 CONTROLLER, AC-DC, 2 DIG, HACH; 1510C0133952 sc200 CONTROLLER, AC-DC, 2 DIG, HACH; 1510C0133952 sc200 CONTROLLER, AC-DC, 2 DIG, HACH; 1510C0133953 sc200 CONTROLLER, AC-DC, 2 DIG, HACH; 1510C0133954 sc200 CONTROLLER, AC-DC, 2 DIG, HACH; 1510C0133954 sc200 CONTROLLER, AC-DC, 2 DIG, HACH; 1511C0126534 sc200 CONTROLLER, AC-DC, 2 DIG, HACH; 1511C0151898 sc200 CONTROLLER, AC-DC, 2 DIG, HACH; 1511C0151898 sc200 CONTROLLER, AC-DC, 2 DIG, HACH; 1510C0123939 PPLUSSL1000 17-SEP-18 16-SEP-19 BenchPlus SL1000:17-SEP-2018:16-SEP-201



0	HACH SERVICE PARTNERSHIP	Page : Partnership Number :	4 of 6 HACH253035
K	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693
	Purchase Orders		Wire Transfers 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	:	c

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. OFFICIENTLY:

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 duralion of the service plant, inspections and reinstatement fees may apply upon accellation or experience plant, inspections and reinstatement fees may apply upon accellation or experience programs. Seiler may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seiler determines may not comply with export, safety, local certification, or other applicable compliance requirements.

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 INSPECTIONS

4. INCLESTION:
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.



Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

5 of 6 Page HACH253035 Partnership Number:

Remittance WebSite: www.hach.com

2207 Collections Center Dr Chicago, IL 60693

Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604

Account: 8765602385 Routing (ABA): 026009593

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 royally 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 lime and manner set forth at https://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 curred; (d) charge interest on the delinquency at rate of 1-12% per month or the maximum rate permitted by law, it 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 altorneys'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 hairs out of all monies owed under this from any whether liquidated or not, that are or may be due Buyer, which hairs out of 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 wh

7. LIMITED WARRANTY:

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 tweke (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 refuthed parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the proposed of Hach. No warranties are extended to consumable items such as, without fimilation, 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 intense for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is 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 misuse

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 of Hach are also involved. Hach's warranty as to use patents only apples 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 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 are insufficient in the product of the Products are insufficient in the product of the Products are insufficient in the product of the Products are insufficient in the Products are insufficient in the product of the Products are insufficient in the product of the Products are insufficient in the Products are insuffic

10. TRADEMARKS AND OTHER LABELS:

IN. TRADEMINION AND UTICK 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 ticensor(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 catibration of Products or any similar products, or cause such products to be manufactured, serviced or catibrated 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 https://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:

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMP. LANCE: 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, 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 altend 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:

ID. LIMINATIONS ON USE:
Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as inlended 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



Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

6 of 6 Page HACH253035 Partnership Number:

Remittance WebSite: www.hach.com

2207 Collections Center Dr Chicago, IL 60693

Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604

Account: 8765602385 Routing (ABA): 026009593

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:

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, sand regulations, sand regulations, 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 are technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology of ruse in 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, kickbacks, or similar malters 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 now payment of imnow or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by or or for Hach, or which otherwise constitute or have the purpose

17. FURCE 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 profils, 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 negligiagenc, strict lability or otherwise). The total liability of the Hach Indemnified Parties arising or the proformance 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

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 contract which to not resolved by the parties shall be adjudicated in order of preference by a court of compotent jurisdiction (j) in the State 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:

21. ENTINE ADDITION ION:
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 after the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.



Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

Page Partnership Number:

WebSite: www.hach.com

HACH253042

Remittance

1 of 5

2207 Collections Center Dr Chicago, IL 60693

Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604

Account: 8765602385 Routing (ABA): 026009593



Partnership Number:

HACH253042

Version:

0.121

Hach Company

Contact

Looney, Heather C

Service Partnership Phone

Email

Service Partnership

hlooney@hach.com

Customer Ref

Customer Name

PO-17-00100376-138

817-392-8254 **Customer Phone:**

Customer Fax:

Ship-To Account # 208256

817-392-8410

Customer Contact: Customer Email:

BATTISE, RUSSELL

Russell.Battise@FortWorthte

xas.gov

Bill-To Account # 208256

CITY OF FORT WORTH

Customer

CITY OF FORT WORTH

Payment Terms:

Net 30

Address4

Name Address4

Billing Method:

Annual-Invoices on

5,538.00

START Date

Address1

1500 11TH AVE

Address1

1500 11TH AVE

Currency:

USD

Address2 Address3

Address2

Address3

FORT

US

FORT City, State, WORTH-TX-76102-4350 PostalCode

City, State, Postalcode

WORTH-TX-76102-4349

Province/ Country

Line

US

Province/

Country

Start Date

Line Total **Description/Serial Number End Date**

Service Name **Covered Product** 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



Page : 2 of 5 HACH SERVICE PARTNERSHIP Partnership Number : HACH253042 WebSite: www.hach.com 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

					you have an opportunity to review	
					our environmental and safety	
					requirements.	
	1.1	LPV417.99.00002			1720E LR TURBIDITY SENSOR,	
		2			HACH; 050100006792	
	1.2	LPV417.99.00002			1720E LR TURBIDITY SENSOR.	
	1.2	21 7417.00.00002			HACH; 070300000618	
	1.3	LPV417.99.00002			1720E LR TURBIDITY SENSOR,	
	1.0	LI V417.55.00002			HACH; 070300000620	
	1.4	LPV417.99.00002			1720E LR TURBIDITY SENSOR,	
	1.4	LI V417.99.00002			HACH; 070300000623	
	1.5	LPV417.99.00002			1720E LR TURBIDITY SENSOR,	
	1.5	LF V417.99.00002			HACH; 070300000637	
	1.6	LDV447 00 00002				
	1.0	LPV417.99.00002			1720E LR TURBIDITY SENSOR,	
	4.7	LDV417.00.00003			HACH; 080600075035	
	1.7	LPV417.99.00002			1720E LR TURBIDITY SENSOR,	
	4.0	I DV4447 00 00000			HACH; 080600075122	
	1.8	LPV417.99.00002			1720E LR TURBIDITY SENSOR,	
	4.0	LDV447.00.00000			HACH; 080600075035	
	1.9	LPV417.99.00002			1720E LR TURBIDITY SENSOR,	
					HACH; 050700011108	
	1.10	LPV417.99.00002			1720E LR TURBIDITY SENSOR,	
	200				HACH; 070300000634	
	1.11	LPV417.99.00002			1720E LR TURBIDITY SENSOR,	
	0.00				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-1	V	17-SEP-18	16-SEP-19	PMP-2100N LAB TURB-1V	255.00
					(FRV1):17-SEP-2018:16-SEP-2019	
	2.1	4700000			oo 2100N LAB TURB, EPA 1821;	
					970700003696	
3	BSPPLUSSL1	000	17-SEP-18	16-SEP-19	BenchPlus	533.00
					SL1000:17-SEP-2018:16-SEP-201	
					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.	
	3.1	9430000			ee ASSY, INSTRUMENT, SL1000;	
	0.1	3430000			151740100661	
4	FSPSC200		17-SEP-18	16-SEP-19	Fld Svc-1V SC200	1,890.00
	1 31 30200		17-021-10	10-021-13	Controller:17-SEP-2018:16-SEP-20	.,000.00
					19	
	4.1	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2	
	4.1	LV 1404.99.00997			DIG, HACH; 1611C0164380	
					DIG, 11/011, 101100104300	



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

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

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

8,216.00

8,216.00

0.00

Sub Total: Tax:

Total:

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:

1. AFFLICABLE: LERMS & 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 after, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges a 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



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

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.

Delivery will be accomplished FCA Hach's facility located in Ames, lowa 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:

He was producted 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 royally 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 https://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 card; (d) charge interest on the delinquency at a rate of 1-112% 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) reposess 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 rise out of a different transaction with Hach or any of its affiliates. Should Buyer's funancial 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 fails have

7. LIMITED WARRANTY:

As thank 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 tweke (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 Deep formance of various parts (or had to a period of ninety (90) days from the completion of the services. Parts provided by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercularly express, 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 intense 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.

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 frand 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 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, indemnity and hold harmless Hach for patent infringement and hold harmless Hach for patent infringement infring

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

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 icense is granted to Buyer or its customers, employees or agents, expressay or by implication, with respect to the Proprietary Information or any patent right or dhach, 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 https://www.hach.com/privacy.policy.

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 author 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



Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

5 of 5 Page HACH253042 Partnership Number:

Remittance WebSite: www.hach.com

2207 Collections Center Dr Chicago, IL 60693

Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604

Account: 8765602385 Routing (ABA): 026009593

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:

14. SHE ALCESS / PREPARA ILON / WURKEN SAFELT / 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 emptoyees 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 hazardardous wastes. Buyer is solely responsible to arrange for the disposal of the disposal or the disposal 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:

13. LINIMATIONS 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 cosmelics, 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:

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 applicable in 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 himself 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 his Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no apparent of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by or indirectly by or indirectly

17. FORCE MAJEURE:

17. FUNDE 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 lockout; roles; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in delivers to that his pilitor parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any lettless 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

18. NON ASSIGNMENT AND WAIVER:

18. NON ASSIGNMENT AND WAIVEN:
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

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 profile, 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, howseever caused, and whether based on warranty, carter, and/or tot (including negligitence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising tot 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

20. APPLICABLE LAW AND DISPUTE RESOLUTION:

ZU. APPLICABLE LAW AND DISPUTE RESULUTION:
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 illogal 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 count 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 thach 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 after the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.



Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

Page

HACH252718 Partnership Number: WebSite: www.hach.com

Remittance 2207 Collections Center Dr

Chicago, IL 60693

1 of 6

Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593



Partnership Number:

HACH252718

Version:

0.223

Hach Company

Service Partnership

Service Partnership

Contact Looney, Heather C

Phone

Email

hlooney@hach.com

Customer Ref Customer Phone: PO-17-00100376-139

817-392-5930

Customer Fax:

(817)

Customer Contact: Customer Email:

TERRY, SCOTT

392-5939

To Accou	nt # 208256	Ship-To	Account # 208256

Customer Name

Bill-

CITY OF FORT WORTH

Customer Name

CITY OF FORT WORTH

Payment Terms:

Net 30

Address4

(ROLLING HILLS WTP)

Billing Method:

Annual-Invoices on

scott.terry@fortworthgov.org

START Date

Address1

1500 11TH AVE

Address4

2500 SE LOOP 820

Address1 Address2

Currency: USD

Address2

Address3 City, State,

FORT WORTH-TX-76102-4350

Address3 City, State,

Postalcode

FORT WORTH-TX-76140

PostalCode Province/ Country

US

Province/ Country

US

Line	Service Name		Maria Baran		Line Total
	Covered Product	Start Date	End Date	Description/Serial Number	
1	WRTUPGCERT1720E	17-SEP-18	16-SEP-19	WarrantyPlus Certification plan for	10,650.00

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



Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

Page : Partnership Number:

WebSite: www.hach.com

2 of 6 HACH252718

Remittance 2207 Collections Center Dr Chicago, IL 60693

Wire Transfers
Bank of America
231 S. LaSalle St. 251 S. Lasane St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

		you have an opportunity to review
		our environmental and safety
9.9		requirements.
1.1	LPV417.99.00002	1720E LR TURBIDITY SENSOR,
4.0	LDV447.00.00000	HACH; 071100064799
1.2	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH : 071100064800
4.0	LDV447 00 00002	1720E LR TURBIDITY SENSOR,
1.3	LPV417.99.00002	HACH; 071100064801
1.4	LPV417.99.00002	1720E LR TURBIDITY SENSOR,
1.4	LF V417:33.00002	HACH : 071100064803
1.5	LPV417.99.00002	1720E LR TURBIDITY SENSOR,
1.0	El V417.55.55002	HACH; 071100064804
1.6	LPV417.99.00002	1720E LR TURBIDITY SENSOR,
	- 1 ()()()	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,
	000 X 02 00 000 00	HACH; 081000127057
1.12	LPV417.99.00002	1720E LR TURBIDITY SENSOR,
4.40	L DV/447 00 00000	HACH; 081000127058
1.13	LPV417.99.00002	1720E LR TURBIDITY SENSOR,
1.14	LPV417.99.00002	HACH ; 081000127063 1720E LR TURBIDITY SENSOR,
1.14	LPV417.99.00002	HACH; 081000127064
1.15	LPV417.99.00002	1720E LR TURBIDITY SENSOR,
1.10	El V417.33.00002	HACH; 081000127072
1.16	LPV417.99.00002	1720E LR TURBIDITY SENSOR,
1.10	21 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	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,
73 (477)	S1000000000000000000000000000000000000	HACH; 081000127054
1.21	LPV417.99.00002	1720E LR TURBIDITY SENSOR,
		HACH; 081000127052
1.22	LPV417.99.00002	1720E LR TURBIDITY SENSOR,
4.00	L DV/447 00 00000	HACH; 071200067928
1.23	LPV417.99.00002	1720E LR TURBIDITY SENSOR, HACH : 071100064794 1
1.24	LPV417.99.00002	1720E LR TURBIDITY SENSOR.
1.24	LI V417.33.00002	HACH : 160300053780



Headquarters
P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders

Page Partnership Number:

WebSite: www.hach.com

3 of 6 HACH252718

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

	1.25	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH : 071100064802	
2	PMP-2100N-1 2.1	V 4700000	17-SEP-18	16-SEP-19	PMP-2100N LAB TURB-1V (FRV1):17-SEP-2018:16-SEP-2019 oo 2100N LAB TURB, EPA 1821;	255.00
	2.1	4700000			000900006418	
3	BSPPLUSSL1	000	17-SEP-18	16-SEP-19	BenchPlus	533.00
					SL1000:17-SEP-2018:16-SEP-201	
					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.	
	3.1	9430000			ee ASSY, INSTRUMENT, SL1000;	
					160280101375	
4	FSPSC200		17-SEP-18	16-SEP-19	Fld Svc-1V SC200	4,830.00
					Controller:17-SEP-2018:16-SEP-20	
					19	
	4.1	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2	
	10	1.44404.00.00550			DIG, HACH; 1602C0137859	
	4.2	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2	
	4.3	LXV404.99.00552			DIG, HACH; 1602C0155273 sc200 CONTROLLER, AC-DC, 2	
	4.5	LXV404.55.00552			DIG, HACH; 1602C0129796	
	4.4	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2	
					DIG, HACH; 1602C0155272	
	4.5	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2	
					DIG, HACH; 1602C0129799	
	4.6	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2	
					DIG, HACH; 1602C0129794	
	4.7	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2	
	4.0	1 7/1/10/1 00 00550			DIG, HACH; 1602C0137867	
	4.8	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1602C0129792	
	4.9	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2	
	4.9	LAV404.99.00332			DIG, HACH; 1602C0155274	
	4.10	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2	
	1.10	2717 10 1100100002			DIG, HACH; 1602C0137869	
	4.11	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2	
					DIG, HACH; 1602C0129800	
	4.12	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2	
					DIG, HACH; 1602C0137856	
	4.13	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2	
	60.000	1 1/1/10 1 00 00 ===			DIG, HACH; 1602C0129795	
	4.14	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2	
	1.15	L VV/404 00 00552			DIG, HACH; 1602C0129808 sc200 CONTROLLER, AC-DC, 2	
	4.15	LXV404.99.00552			DIG, HACH; 1602C0155269	
					DIO, TIACIT, 100200 100200	

(HACH
4	SERVICEPLUS CERTIFIED PROGRAMS

Page :	4 of 6 HACH252718
	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
	Page: Partnership Number: WebSite: www.hach.com

secon	6.1	FIELD CONTRACT SITE	associata uniferciólique — metido (i.		VISITS:17-SEP-2018:16-SEP-2019 Field Service Contract site visit ; HACH252718	
6	HACH PM :	2 VISIT	17-SEP-18	16-SEP-19	2 ON SITE	0.00
	5.1	LPV440.99.00012			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	
5	BSPPLUSE	DR3900	17-SEP-18	16-SEP-19	BenchPlus-DR3900:17-SEP-2018:	867.00
	4.23	LXV404.99.00502			sc200 CONTROLLER, AC-DC, DIG,HACH; 1405C0095606	
	4.22	LXV404.99.00552			DIG, HACH; 1602C0155292 sc200 CONTROLLER, AC-DC, 2 DIG, HACH; 1610C0138314	
	4.21	LXV404.99.00552			DIG, HACH; 1602C0155291 sc200 CONTROLLER, AC-DC, 2	
	4.20	LXV404.99.00552			DIG, HACH; 1207C0054930 sc200 CONTROLLER, AC-DC, 2	
	4.19	LXV404.99.00552			DIG, HACH; 1207C0045010 sc200 CONTROLLER, AC-DC, 2	
	4.18	LXV404.99.00552			1302C0074821 sc200 CONTROLLER, AC-DC, 2	
	4.17	LXV404.99.05552			sc200 CONTR, 100-240V, 2 DIG CONN, HART, HACH;	
	4.16	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH; 1602C0155270	

Sub Total : Tax: 17,135.00 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 acknowledgment 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	
mer P.O. Number			



HACH SERVICE PARTNERSHIP	Page : Partnership Number :	5 of 6 HACH252718
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
rurchase Graers		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 specifically stated herein, the term "Hach" includes only Hach Company and none of its affifiates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized represe 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:

English 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:

3. DELIVERY:
Delivery will be accomplished FCA Hach's facility located in Ames, lowa 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 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 royally taxes imposed outside the U.S.; consular fees; special permits or icenses; 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 lime 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 1-12% per month or the maximum rate permitted by law, it 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 fluidated or not, that are or may be due Buyer, which has one of defined 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 falls 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 i

7. LIMITED WARRANTY:

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 tweke (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 refutioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the proposed of Hach. No warranties are extended to consumable items such as, without fimilation, reagents, balteries, 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 warrantles of merchantability and intense for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund.

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 Hach does not undertake the defenses el hereol, provided that Buyer promptly notifies Hach of such suit and offers Hach other (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 acrome the or products acrome the products are in such suit and to constitute infringement and the use of the Products acrome the such suit here to constitute infringement and the use of the Products acrome the such suit here to constitute infringement and the use of the Products acrome the such suit here to constitute infringement and the use of the Products acrome to constitute infringement and the use of the Products acrome to constitute infringement and the use of the Products acrome to constitute infringement and the use of the Products acrome to constitute infringement and the use of the Products acrome to constitute infringement and the use of the Products acrome to constitute infringement and the use of the Products acrome to constitute infringement and the use of the Products acrome to constitute infringement and the use of the Products acrome to constitute infringement and the use of the Products acrome to constitute infringement and the use of the Products acrome to constitute infringement and the use of the Products acrome to constitute infringement and the use of the Products acrome to constitute infringement

10. TRADEMARKS AND OTHER LABELS:



Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

Page Partnership Number:

WebSite: www.hach.com

6 of 6 HACH252718

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

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 is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software emains with the applicable.

12. PROPRIETARY INFORMATION; PRIVACY:

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 any or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or Sectors or is sustomers, 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 https://www.hach.com/privacy.policy.

13. CHANGES AND ADDITIONAL CHARGES:

13. CHARGES 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, Buyer is solely responsible to make it available to be serviced in an unconfined 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 information and any warranty or obligation of Hach and does not serve to after, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE:

13. 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 cosmelies, 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:

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, gave and regulations are products 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 iscenses 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 stockpling of nuclear, chemical or blodgical weapons or misslies, 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, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not initiated to the U.S. Foreign Corrupt Practices Act of 1977; a semended (the "FCPA"). Buyer agrees that no payment of menony or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by person or entity, to any 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 or pagnizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hack, or which otherwise constitute or have the purpose or effect of public or commercial biberty, acceptance of or acquiescence in extortion, k

17. FUNCE MAJEUNE:

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:

10. NOT AGRIGHMENT AND WAIVEN.

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

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 litegated for any reason, said provision shall be self-deleting without affecting the vatidity 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:

41. ENTINE ASPERMENT & INDIFFIGATION.
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 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.



Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

Page Partnership Number:

HACH253030 WebSite: www.hach.com

Remittance 2207 Collections Center Dr Chicago, IL 60693

1 of 5

Wire Transfers 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

Ship-To Account # 208256

Service Partnership

Phone

Email

hlooney@hach.com

Customer Ref Customer Phone: PO-17-00100376-140

817-392-8254

Customer Fax:

817-392-8410

Customer Contact: Customer Email:

BATTISE, RUSSELL

Russell.Battise@FortWorthte

xas.gov

Bill-To Account # 208256

Customer Name CITY OF FORT WORTH

Customer CITY OF FORT WORTH Name

Payment Terms:

Net 30

Address4

SOUTH HOLLY Address4

Billing Method:

Annual-Invoices on

START Date

Address 1

1500 11TH AVE

Address1

1511 11TH AVE

Currency:

USD

Address2 Address3

Address2

Address3

FORT

WORTH-TX-76102-4350

City, State,

Postalcode

FORT WORTH-TX-76102

PostalCode Province/ Country

City, State,

US

Province/ Country

US

Service Name **Line Total** Line **Description/Serial Number Covered Product Start Date End Date** WRTUPGCERT1720E 17-SEP-18 16-SEP-19

6,816.00 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



Page : 2 of 5 HACH SERVICE PARTNERSHIP Partnership Number : HACH253030 WebSite: www.hach.com 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

					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.	
3	BSPPLUSSL10	00	17-SEP-18	16-SEP-19	BenchPlus SL1000:17-SEP-2018:16-SEP-201	533,00
	2.2	4700000	17 CED 40	16 CED 10	oo 2100N LAB TURB, EPA 1821 ; 970700003698	533.00
	2.1	4700000			(FRV1):17-SEP-2018:16-SEP-2019 oo 2100N LAB TURB, EPA 1821 ; 09090C025405	
2	PMP-2100N-1V		17-SEP-18	16-SEP-19	PMP-2100N LAB TURB-1V	510.00
	1.16	LPV417.99.00002			HACH ; 060300015853 1720E LR TURBIDITY SENSOR, HACH ; 070300000637	
	1.15	LPV417.99.00002			HACH; 060300054102 1720E LR TURBIDITY SENSOR,	
	1.14	LPV417.99.00002			HACH; 111208204745 1720E LR TURBIDITY SENSOR,	
	1.13	LPV417.99.00002			HACH; 111208204740 1720E LR TURBIDITY SENSOR,	
	1.12	LPV417.99.00002			HACH; 111208204733 1720E LR TURBIDITY SENSOR,	
	1.11	LPV417.99.00002			HACH; 080600075040 1720E LR TURBIDITY SENSOR,	
	1.10	LPV417.99.00002			HACH; 070300000640 1720E LR TURBIDITY SENSOR,	
	1.9	LPV417.99.00002			HACH; 070300000638 1720E LR TURBIDITY SENSOR,	
	1.8	LPV417.99.00002			HACH; 070300000633 1720E LR TURBIDITY SENSOR,	
	1.7	LPV417.99.00002			HACH ; 070300000632 1720E LR TURBIDITY SENSOR,	
	1.6	LPV417.99.00002			HACH; 070300000630 1720E LR TURBIDITY SENSOR,	
	1.5	LPV417.99.00002			HACH; 070300000629 1720E LR TURBIDITY SENSOR,	
	1.4	LPV417.99.00002			HACH; 070300000628 1720E LR TURBIDITY SENSOR,	
	1.3	LPV417.99.00002			HACH; 070300000627 1720E LR TURBIDITY SENSOR,	
	1.2	LPV417.99.00002			1720E LR TURBIDITY SENSOR,	
	1.1	LPV417.99.00002			requirements. 1720E LR TURBIDITY SENSOR, HACH : 070300000626	
					you have an opportunity to review our environmental and safety	



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

	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-20 19	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 V	ISIT	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



Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

4 of 5 Page HACH253030 Partnership Number:

Remittance WebSite: www.hach.com

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 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 after, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. CARCELLATION:

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 a concellation 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, lows 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-lime 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

4. INPECTION:

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 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 royally 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:

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 reddit card payment in advance of delivery. In the event payments are not made or not made in a limely 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 cursel; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, it 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 has 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 fails to meet thes

7. LIMITED WARRANTY:

7. LIMITED WANKANTY:
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 bases, 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 o services by the Buyer or any third party affiliated or in privity with Buyer.

9. PATENT PROTECTION:

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 are also involved. 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 varrantly as to use patents only applies to 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 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 sucress to defend, indemnify and hold harmless Hach for patent infringement tested to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (2) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder. 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:



5 of 5 Page HACH253030 HACH SERVICE PARTNERSHIP Partnership Number: Remittance WebSite: www.hach.com Headquarters 2207 Collections Center Dr P.O. Box 389 5600 Lindbergh Drive Chicago, IL 60693 Loveland, CO 80539-0389 Wire Transfers Purchase Orders 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 incenses, 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 https://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:

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, provide Hach employees and contractors working on Buyer's prolicies. 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 cosmelics, 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:

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 applicable to the installation or use of all Products, including applicable import and export control laws and regulations and regulations applicable to the installation or 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 stockpling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities winch weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruplor, hierographs in the 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-corruplor, hierographs in the proper so that the payer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by or indirectly or value will be offered, promised, paid or transferred, directly or indirectly, by or indirectly, by or indirectly and payer or or entity, to any government official, government employee, or employee of any company owned in part by a government,

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 to exercise 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

19. LIMITATION OF LIABILITY:

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:

ZU. 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 ASKEEMENT & 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 Heach 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	Page :	1 of 8
QUOTATION	Partnership Number :	HACH361497
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



Partnership Number :

HACH361497

Version:

0.107

Quotation Date :

26-SEP-18

umber .

Service Partnership

Expiration Date : Service Partnership

31-DEC-18

Hach Company Contact

Looney, Heather C

Phone :

Email

hlooney@hach.com

Customer Ref

BUDGETARY QUOTE

Customer Contact:

PENA, JACOB

Customer Phone:

817-925-3347

Customer Fax:

Customer Email:

jacob.pena@fortworthtexas.g

ov

Bill-To	Account # 146932	Ship-To Ac	count # 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-76012-540 9	City,State, Postalcode	ARLINGTON-TX-76012-5409		
Province/	US	Province/	US		
Country		Country			

Line	Service Na	me	With the west of the second	THE STATE OF THE		Line Total
THE ST	Covered P		Start Date	End Date	Description/Serial Number	
I	FSPCL17	5440000	01-MAR-19	29-FEB-20	Fld Svc-2V CL17 Cl(current):01-MAR-2019:29-FEB-2 020 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	8,386.00
	1.2	5440000			CL17 FINAL ASSEMBLY W/KITS; 080400022006	
	1.3	5440000			CL17 FINAL ASSEMBLY W/KITS; 060800016525	
	1.4	5440000			CL17 FINAL ASSEMBLY W/KITS; 090200308415	

	0				Page :	2 of 8
	HACH)	HACH SERVICE QUOTATION	E PARTNER	SHIP	Partnership Number:	HACH361497
T	SERVICEPLUS CERTIFIEO PROGRAMS	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-03	89		WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693
		Purchase Orders				Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593
	1.5	5440000			CL17 FINAL ASSEMBLY V 090200308518	//KITS;
	1.6	5440000			CL17 FINAL ASSEMBLY V 100500360217	//KITS;
	1.7	5440000			CL17 FINAL ASSEMBLY V 010900003467	//KITS;
2	FSP2100N		01-MAR-19	29-FEB-20	Fld Svc-1V 2100N Turb:01-MAR-2019:29-FEB	414. i-2020
	2.1	4700000			oo 2100N LAB TURB, EPA 020600007647	
3	BSPPLUS2100F	•	01-MAR-19	29-FEB-20	BenchPlus-2100P:01-MAR 9-FEB-2020	-2019:2 379.
					The Bench Service Plus inc	
					Factory repairs only, one S or one PM/Calibration on si	
					year, unlimited technical su	
					calls and free software upg	rades
					on your instrument. Trave included for one on-site visi	
					Additional visits may be bill	
	3.1	4650000			00 2100P PORTABLE	20808
4	PMP-HQD-1V		01-MAR-19	29-FEB-20	TURBIDIMETER; 08060C0 PMP-HQd Series-1V (FRV	284.
					1):01-MAR-2019:29-FEB-2	
	4.1	HQ30D			HQ30d FLEXI PORTABLE ; 080100016689	METER
5	FSPUVASPRB		01-MAR-19	29-FEB-20	Fld Svc-2V UVAS	1,178.
					Sensor:01-MAR-2019:29-F	EB-202
	5.1	LXV418.99.90002			db UVAS sc PROBE, 50mr 1391786	n;
6	FSP1720E		01-MAR-19	29-FEB-20	Fld Svc-4V 1720E Turb	755.
					Sensor:01-MAR-2019:29-F 0	EB-202
					Field Service includes: All p	
					labor, and travel for on-site 4 on-site calibrations per year.	
					factory recommended main	
					(including required parts), u	
					technical support calls, and firmware updates. Please s	
					service terms and condition	s for
					additional details on our se	
					plans, and to ensure you had opportunity to review our	ive all
					environmental and safety	
	6.4	LDV/447.00.00000			requirements.	ISOR
	6.1	LPV417.99.00002			1720E LR TURBIDITY SEN HACH; 110420038554	
7	FSPSOLITAX		01-MAR-19	29-FEB-20	Fld Svc-2V Solitax Sensor:01-MAR-2019:29-F	3,237. EB-202



HACH SERVICE	PARTNERSHIP
QUOTATION	

Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

Page : Partnership Number : 3 of 8 HACH361497

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

	Y22- 20				0	
	7.1	LXV423.99.00100			db TS-LINE sc/IMMERSION 50g/I	
	7.0	1 3/1/400 00 00400			WIPER SS; 1469692	
	7.2	LXV423.99.00100			db TS-LINE sc/IMMERSION 50g/I	
	7.0	1 27/422 00 40000			WIPER SS; 1469732 db T-LINE sc/IMMERS 4000NTU	
	7.3	LXV423.99.10000			WIPER PVC; 1602976	
X	PMP-LDO-1V		01-MAR-19	29-FEB-20	PMP-LDO-1V (FRV	10,660.0
	I WII -LDO-IV		01-101/11/-10	201 LD 20	1):01-MAR-2019:29-FEB-2020	,0,000,0
	8.1	5790000			oo DO PROBE, HACH ;	
	0.1	0.00000			1201411127	
	8.2	5790000			oo DO PROBE, HACH;	
					0807410465	
	8.3	5790000			oo DO PROBE, HACH;	
					0802410148	
8.4 8.5	8.4	5790000			oo DO PROBE, HACH;	
					0809410644	
	8.5	5790000			oo DO PROBE, HACH;	
					0808410671	
8	8.6	5790000			oo DO PROBE, HACH;	
	83				1010410207	
	8.7	5790000			oo DO PROBE, HACH;	
					1111410636	
	8.8	5790000			oo DO PROBE, HACH;	
	0.0	E700000			1007410715 oo DO PROBE, HACH;	
	8.9	5790000			1005410590	
	8.10	5790000			oo DO PROBE, HACH ;	
	0.10	3790000			1003411030	
	8.11	5790000			oo DO PROBE, HACH;	
	0.11	3730000			1205413884	
	8.12	5790000			oo DO PROBE, HACH;	
	0.12				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;	
	2.22				1107410286	
	8.17	9020000			ASSY, PROBE, LDO MODEL 2,	
					HACH; 130670000026	
	8.18	9020000			ASSY, PROBE, LDO MODEL 2, HACH; 130670000027	
	0.40	0000000			ASSY, PROBE, LDO MODEL 2,	
	8.19	9020000			HACH: 122350000008	
	8.20	9020000			ASSY, PROBE, LDO MODEL 2,	
	0.20	9020000			HACH; 142470000401	
	8.21	9020000			ASSY, PROBE, LDO MODEL 2,	
	0.21	3020000			HACH: 133470000015	

	0				Page :	4 of 8
	HACH)	HACH SERVICE QUOTATION	E PARTNER	SHIP	Partnership Number:	HACH361497
	SERVICEPLUS CERTIFIED PROGRAMS	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-03	20		WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693
		Purchase Orders	59			Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604
						Account: 8765602385 Routing (ABA): 026009593
	8.22	9020000			ASSY, PROBE, LDO MOD HACH; 132400000009	EL 2,
	8.23	9020000			ASSY, PROBE, LDO MOD HACH; 132410000002	EL 2,
	8.24	9020000			ASSY, PROBE, LDO MOD HACH; 130442000003	EL 2,
	8.25	9020000			ASSY, PROBE, LDO MOD HACH; 001010410216	EL 2,
	8.26	9020000			ASSY, PROBE, LDO MOD HACH; 001107410803	EL 2,
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 pa	arts,
					labor, and travel for on-site 2 on-site calibrations per ye	ear,
					factory recommended main (including required parts), u	
					technical support calls, and	
	9.1	LXV440.99.00002			firmware updates. aa AN-ISE sc, HACH SENS	SOR
					w/RFID; 1503002	
	9.2	LXV440.99.00002	200.000		aa AN-ISE sc, HACH SENS w/RFID; 1503637	
10	FSPAMTAXSC		01-MAR-19	29-FEB-20	Fld Svc-2V Amtax SC V.2006:01-MAR-2019:29-F	4,542.00 EB-202
					0 Field Service includes: All p	parts,
					labor, and travel for on-site 2 on-site calibrations per ye	
					factory recommended main	tenance
					(including required parts), u technical support calls, and	
					firmware updates. Please s service terms and condition	ee
					additional details on our ser	1771 197 S
					plans, and to ensure you ha opportunity to review our	ave an
					environmental and safety	
					requirements. Coverage do include Filtrax or Filterprobe	
					These units must be covered	
	10.1	LXV421.99.14002			a separate FSP offering. AMTAX sc AMMONIA ANL	ZR
					115-230V,2 CH; 1639353	
	10.2	LXV421.99.14002			AMTAX sc AMMONIA ANL 115-230V,2 CH; 1639354	
11	FSPFILTRAX		01-MAR-19	29-FEB-20	Fld Svc-4V Filtrax:01-MAR-2019:29-FE	5,910.00 B-2020
	11.1	LXV294.54.00000			db FILTRAX CONTROL MG 115VAC; 1651651	
					1100/10, 1001001	



HACH SERVICE PARTNERSHIP QUOTATION	Page : Partnership Number :	5 of 8 HACH361497
Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693
Purchase Orders		Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

	11.2	LXV294.54.00000			db FILTRAX CONTROL MODULE, 115VAC; 1651816	
12	BSPPLUSHQ	D440 HQ440D	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
13	BSPPLUSDR:	3900	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.	898.00
	13,1	LPV440.99.00012			db aa DR3900 SPECTROPHOTOMETER WITH RFID : 1661691	
14	FSPSC200		01-MAR-19	29-FEB-20	Fld Svc-1V SC200 Controller:01-MAR-2019:29-FEB-2 020	2,988.00
	14.1	LXV404.99.05552			sc200 CONTR, 100-240V, 2 DIG CONN, HART, HACH; 1302C0064909	
	14.2	LXV404.99.05552			sc200 CONTR, 100-240V, 2 DIG CONN, HART, HACH; 1303C0065459	
	14.3	LXV404.99.05552			sc200 CONTR, 100-240V, 2 DIG CONN, HART, HACH; 1303C0075412	
	14.4	LXV404.99.05552			sc200 CONTR, 100-240V, 2 DIG CONN, HART, HACH; 1303C0075430	
	14.5	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH; 110659001888	
	14.6	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH; 1211C0050624	
	14.7	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH; 1211C0060522	
	14.8	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH; 130059002262	



HACH SERVICE PARTNERSHIP QUOTATION	Page : Partnership Number :	6 of 8 HACH361497
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

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

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

Total:

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		1

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 reinstalement fees may apply upon cancelation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without flability 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, lows 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,

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 which 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:



Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

Page Partnership Number:

WebSite: www.hach.com

7 of 8 HACH361497

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

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 royally 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 https://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 definiquency is curred; (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 other sums, whether figuidated 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 unsaltisation to its its reasonable discretion, Hach may require cash payment or other security. If Buyer falls 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 grains Hach as security interest in the Products to secure payment in fall, which payment reseas the security interest but only if such payments could not be consider

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 quivalent 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, where raising 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 privily 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 Hach does not undertake the defenses 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 are insured by the products are insured by Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products are insured use to such suit the total constitute infringement and the use of the Products is are insured as a subject of the products are insured by Hach's warranty as to use patents only applies to infringement arising to the inherent operation of the products are insured by 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 returned 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 in

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 ficense 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 https://www.hach.com/privacy.policy.

13. CHANGES AND ADDITIONAL CHARGES:

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:

14. SILE AUGEST PREPARATION / WURDER SAFELT / ENVIRONMENTAL CUMPLIANCE: In connection with services provided by Hach, Buyer grages 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 reservating wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes 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 after, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE:

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



Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

Page Partnership Number:

WebSite: www.hach.com

8 of 8 HACH361497

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

cosmelics, 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 vill comply with all 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 stockpling of nuclear, chemical or biological verapons or missiles, nor use Hach Products or technology in any facility which engages in activities retaining to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribbone, vatorion, 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 unameded (the *TCPA*). 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, overnment employee or employee of any company owned in part by a government official, overnment employee or provision or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer of 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 a vold buyer's activities related to this Contract. See <a href="h

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 satisfat his 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 LIABLITITS.

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; tost 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, cand/or our fincluding negligience, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising 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:

ex. AT ENDREE LAW THE DIFFUE REDUCTION:
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 adjudictated in order of preference by a count of competent jurisdiction (i) in the State 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. ENTITE 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

Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

Page Partnership Number:

HACH388757 WebSite: www.hach.com Remittance

2207 Collections Center Dr Chicago, IL 60693

1 of 5

Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385

Routing (ABA): 026009593

Partnership Number:

Contact

HACH388757

Version:

0.70

Hach Company

Looney, Heather C

Phone

Service Partnership

Email

hlooney@hach.com

Customer Ref

PO-17-00100376-137

Customer Phone:

817-392-2742

Customer Fax:

Service Partnership

Customer Contact: Customer Email:

XAVIER, CYRIAC

Cyriac.Xavier@fortworthgov.

org

Ship-To Account # 208256 Bill-To Account # 208256

Customer Name

CITY OF FORT WORTH

WORTH-TX-76102-4350

CITY OF FORT WORTH

Payment Terms:

Net 30

Address4

Customer Name Address4

WESTSIDE WTP

US

Billing Method:

Annual-Invoices on

Address1

1500 11TH AVE

Address1

12200 OLD WEATHERFORD

Currency:

START Date USD

Address2 Address3

FORT

Address2 Address3

City, State, Postalcode

FORT WORTH-TX-76108

PostalCode Province/ Country

City, State,

US

Province/

Country

Line	Service Name	Line Total					
NEW YORK	Covered Produ	uct	Start Date	End Date	Description/Serial Number		
1 FSPCL17		5440000 5440000	17-SEP-18	16-SEP-19	Fld Svc-2V CL17 Cl(current):17-SEP-2018:16-SEP-2 019 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;	2,314.00	
•	5000000		47 CED 40	40 CED 40	110500401792	210.00	
2	FSPSC200 2.1	LXV404.99.00502	17-SEP-18	16-SEP-19	Fld Svc-1V SC200 Controller:17-SEP-2018:16-SEP-20 19 sc200 CONTROLLER, AC-DC, DIG,HACH; 1105C0010637	210.00	
3	PMP-HQD-1V		17-SEP-18	16-SEP-19	PMP-HQd Series-1V (FRV	274.00	



HACH SERVICE PARTNERSHIP	Page : Partnership Number :	2 of 5 HACH388757
Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693
Purchase Orders		Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604
		Account: 8765602385 Routing (ABA): 026009593

es.	3.1	HQ411D			1):17-SEP-2018:16-SEP-2019 HQ411d BENCHTOP METER, pH/mV; 120300068557	
4 BSPPLUSSL10		000	17-SEP-18	16-SEP-19	BenchPlus SL1000:17-SEP-2018:16-SEP-201	533.00
	4.1	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; 160270101367	
5	FSPTU52XX	LPV442.99.03012	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
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: Tax: 3,889.00

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



3 of 5 Page HACH388757 HACH SERVICE PARTNERSHIP Partnership Number: Headquarters WebSite: www.hach.com Remittance 2207 Collections Center Dr P.O. Box 389 Chicago, IL 60693 5600 Lindbergh Drive Loveland, CO 80539-0389 Wire Transfers Bank of America Purchase Orders 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 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 accellation 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.

Delivery will be accomplished FCA Hach's facility located in Ames, lows 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 deliver yours are 8 am – 5 pm Monday through Friday, excluding holidays.

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 royally taxes imposed outside the U.S.; consultant fees; special invalidating lees, very income or royally taxes imposed outside the U.S.; consultant fees; special permits or incomess; or other charges imposed upon the production, asled 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 cursed; d) charge interest on the delinquency at a rate of 1-112% 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 has one of 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 fails to secure payme

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 finitation, reagents, batteries, mercury cells, and light bulbs. All other guarantees, warranties, conditions and representations, either express or implied, where a raising 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.

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



HACH SERVICE PARTNERSHIP

Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

Page Partnership Number:

HACH388757 Remittance WebSite: www.hach.com

4 of 5

2207 Collections Center Dr Chicago, IL 60693

Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604

Account: 8765602385 Routing (ABA): 026009593

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 an devices, parts or software not provided by Hach hereunder.

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.

All licenses to Hach's separately-provided software products are subject to the separate software ficense 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 purchase dhereunder software senses. Buyer to enjoy the benefit of the Products, A portion of the software may contain or consist of 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 catibration of Products or any similar products, or cause such products to be manufactured, serviced or catibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or ileans 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 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 https://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) sile 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:

14. SHEAULED / FREFARA ILUM / WURKEN SAFELT / 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 contactions 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 sofely responsible to arrange for the disposal of any wastes 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 sofely 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 injuriance training injuriance training injuriance training injury 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 atter, amend, limit or supersede any part of this Contract.

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:

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 taws 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 or technology delivered hereunder. Buyer will not be subject to the export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpilling of nuclear, chemical or biological weapons or insistes, nor use Hach Products or technology in any facility which engages in activities relating to so where the export of the expo

11. FURCE MAJEUNE:
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:

To, NON ASSIGNMENT ARE WAVES.

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:

19. LIMINATION CLADILITY:
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 profile, 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, carte, and/or tort including negligience, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising of the products 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

20. APPLICABLE LAW AND DISPUTE RESOLUTION:

AV. APPLICABLE LAW AND DISPUTE RESULUTION:
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-debeling 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 count of competent jurisdiction (j) 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.



Page : Partnership Number :	5 of 5 HACH388757
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
	Partnership Number:

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 thach unless in a written insurturent 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 after 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).

th	is certificate does not confer rights t	o the c				oquiio un ondoronione		atomont on
PRO	DUCER MARSH USA INC.			CONTACT NAME:				
	1050 CONNECTICUT AVENUE, SUITE 700			PHONE (A/C, No. Ext):		FAX (A/C, No):		
	WASHINGTON, DC 20036-5386 Attn: Danaher.certrequest@marsh.com Fax (2)	12) 0/8.0	0503	É-MAIL ADDRESS:				
	Alli. Dallaler.certiequesi@maisir.com Tax (2	12) 340-0	INS	SURER(S) AFFOR	RDING COVERAGE		NAIC#	
CN1	02997607-ALL-7/1-20-21 HACH	NO		INSURER A : ACE Amer	ican Insurance Co	ompany		22667
INSU	HACH COMPANY			INSURER B : Indemnity	Ins Co Of North A	merica		43575
	5600 LINDBERGH DRIVE			INSURER C : ACE Fire L	Jnderwriters Insur	ance Company		20702
	LOVELAND, CO 80538			INSURER D :				
				INSURER E :				
				INSURER F:				
_			ATE NUMBER:	CLE-006329022-29		REVISION NUMBER: 9		
IN CI	HIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH	EQUIRE PERTAI POLICII	MENT, TERM OR CONDITION N, THE INSURANCE AFFORD ES. LIMITS SHOWN MAY HAVE	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	OR OTHER I S DESCRIBE PAID CLAIMS.	DOCUMENT WITH RESPECT TO HEREIN IS SUBJECT TO	OT TO	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL SU	JBR (VD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	S	
Α	X COMMERCIAL GENERAL LIABILITY		HDO G71448411	07/01/2020	07/01/2021		\$	2,000,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	2,000,000
	X Contractual Liability					MED EXP (Any one person)	\$	10,000
	X Broad Form PD			1		PERSONAL & ADV INJURY	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			ľ		GENERAL AGGREGATE	\$	5,000,000
	X POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$	5,000,000
	OTHER:						\$	
Α	AUTOMOBILE LIABILITY		ISA H25301183	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$	5,000,000
	X ANY AUTO						\$	
	OWNED SCHEDULED AUTOS ONLY						\$	
	HIRED NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	1211 12
							\$	55-365
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	
	DED RETENTION\$		MILD 000000470 (4.00)	07/04/0000	07/04/0004		\$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		WLR C66928172 (AOS)	07/01/2020	07/01/2021	X PER STATUTE OTH-		
A	ANYPROPRIETOR/PARTNER/EXECUTIVE N	N/A	WLR C66928135 (CA,MA,AZ)	07/01/2020	07/01/2021	E.L. EACH ACCIDENT	\$	2,000,000
С	(Mandatory In NH)	C C P (2) 181.13	SCF C66928214 (WI)	07/01/2020	07/01/2021	E.L. DISEASE - EA EMPLOYEE	\$	2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	2,000,000
	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC							988A8 AND NO.
	OF FORT WORTH IS ADDITIONAL INSURED FOR	GENERA	AL LIABILITY AND AUTO LIABILITY BU	T ONLY AS REQUIRED B	Y WRITTEN CON	TRACT WITH RESPECT TO THE	OPERAT	IONS OF THE
MAM	ED INSURED.							
CEI	RTIFICATE HOLDER		2 31120631	CANCELLATION				
CITY OF FORT WORTH 1000 THROCKMORTON ST FORT WORTH, TX 76102					N DATE THE	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL B Y PROVISIONS.		
				AUTHORIZED REPRESE of Marsh USA Inc.	ENTATIVE			

Marraoni Muccherfee

Manashi Mukherjee

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	% Disc	Net Unit	Extended
1	2125915	rr COD Vials 20-1500 mg/L, pk/150 High	1	Price 241.00	Disc 5%	Price 228.95	Price 228.95
1	2123913	Range, USEPA Approved	1	241.00	370	228.93	228.93
2	2253929	COD Standard Solution, 1000 plus or minus 50 mg/L, 200 mL		23.30	5%	22.13	22.13
3	1486398	BOD Nutrient Buffer Pillows, 19 mL size (prepares 19 L), pk/25 Powder Pillows		69.05	5%	65.60	65.60
4	2745050	Test Kit Chlorine, Model Test StripsLow 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 reagent50ml 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 obsololete. 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 CI2 (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 reagent50ml 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 Note: Item # 5870062 POCKET CLRMTR II CHLORINE MR/HR SYSTEM is now an obsolete product	1	207.00	5%	196.65	196.65
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 SWFTEST 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, 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					





Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

Page Partnership Number:

WebSite: www.hach.com

1 of 6 HACH253030

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

HACH253030 0.8 13-AUG-20 Partnership Number: Version: Quotation Date :

> **Expiration Date**: 02-NOV-20

Hach Company Service Partnership Service Partnership

Ballard, Brent Allen Contact Phone **Email** bballard@hach.com

MANN, JOE **Customer Ref** Customer Contact:

Customer Phone: Customer Fax: Customer Email: joe.mann@fortworthtexas.go

Bill-To Account # 208256 Ship-To Account # 208256

CITY OF FORT WORTH Customer Name

Customer

CITY OF FORT WORTH

Payment Terms: Net 30

Address4

Name Address4

SOUTH HOLLY

Billing Method: Annual-Invoices on

START Date

Address1 200 TEXAS ST Address1 1511 11TH AVE USD Currency:

Address2 Address2

Address3

Address3

City, State, PostalCode City, State,

FORT

Postalcode WORTH-TX-76102-4350

US

Province/ US Province/

FORT WORTH-TX-76102

Country Country

Line	Service Name	up -	To U		Line Total
	Covered Product	Start Date	End Date	Description/Serial Number	
1	WRTUPGCERT1720E	17-SEP-20	16-SEP-21	ff RENEWAL ONLY - NO new	8,415.00

ff RENEWAL ONLY - NO new 8,415.00 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.



HACH SERVICE PARTNERSHIP QUOTATION	Page : Partnership Number :	2 of 6 HACH253030	
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	

	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
2	BSPPLUSSL100	00	17-SEP-20	16-SEP-21	BenchPlus SL1000:17-SEP-2020:16-SEP-202

1,378.00



HACH SERVICE PARTNERSHIP	•
QUOTATION	

Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

Page : Partnership Number :

WebSite: www.hach.com

year, unlimited technical support calls and free software upgrades

3 of 6 HACH253030

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

					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	BSPPLUSDR	3900	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	916.00



Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

Partnership Number:

WebSite: www.hach.com

Page

HACH253030

Remittance

4 of 6

2207 Collections Center Dr Chicago, IL 60693

Wire Transfers 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.

LPV440.99.00012 9.1

db aa DR3900 SPECTROPHOTOMETER WITH

RFID: 1784252

13,040.00 Sub Total: 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 Bu 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) commence interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

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 refunds 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.

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 here specified on the face of this Contract or, if no time is specified, within Hach's nomen 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.

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 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,



Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

5 of 6 Page Partnership Number:

WebSite: www.hach.com

HACH253030

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 https://www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the 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 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 to display ment are not ace ash-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 loosts of collection including reasonable attorney's fees, or (g) combine any of the above rights and remedies as its practicable and permitted by law, Buyer is prohibited from setting off any and call monies owned under this form 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 H

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 livelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninely (80) days from the completion of the services. Parts provided by Hach in the performance of services may be new or returnished 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, resignets, betteries, 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 marchantability and fitness for a particular purpose, are hareby excluded. The sole namedy for Products not meeting this Limited Warranty is replacement, credit or refund.

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 misuse

9. PATENT PROTECTION:

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 sexpenses incurred by Buyer in delense of such suit if hach does not undertake the delense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the delense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products of Hach are also involved. Hach's warranty as to use patients 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 common fringing 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 s

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, nexclusive licenses to access and use the software provided by Hach with Products purchased hereunder software, which Buyer may use under the terms and conditions of the specific license under which the open source software, which Buyer may use under the terms and all such licenses under which the open source software is distributed. Buyer agrees that it will be bound by any and all such licenses agreements. Title to software remains with the applicable

12. PROPRIETARY INFORMATION; PRIVACY:

The protect in the Comman India, in the Comman Indi

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 or contributions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation nazerators. Buyer is solely responsible to arrange for the disposed of any wastes 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 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.

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 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.



HACH SERVICE	PARTNERSHIP
QUOTATION	

Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

Page Partnership Number:

WebSite: www.hach.com

6 of 6 HACH253030

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:

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 lews and regulations. Buyer will comply with all 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 stockpling 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 agreed at no payment of money or provision of anything of value will be offered, promised, paid or transferrierd, directly 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, 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 acquised or to the contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or

THE 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; strifs; 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 partied 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 heraunder 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

19. LIMITATION OF LIABILITY:

None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, trable, 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 retailed 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 count 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 after the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.



Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

1 of 5 Page HACH253042 Partnership Number:

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

Address4

HACH253042 0.3 13-AUG-20 Partnership Number: Version: Quotation Date :

> **Expiration Date**: 02-NOV-20

Hach Company Service Partnership Service Partnership

Ballard, Brent Allen Contact Phone **Email** bballard@hach.com

MANN, JOE **Customer Ref** Customer Contact:

Customer Phone: Customer Fax: Customer Email: joe.mann@fortworthtexas.go

Bill-To Account # 208256 Ship-To Account # 208256

CITY OF FORT WORTH CITY OF FORT WORTH Customer Name Customer **Payment Terms:** Net 30

Name

Address4

Annual-Invoices on **Billing Method:** START Date

Address1 200 TEXAS ST Address1 1500 11TH AVE USD Currency:

Address2 Address2

Address3 Address3

City, State, City, State, FORT PostalCode FORT WORTH-TX-76102 Postalcode WORTH-TX-76102-4349

Province/ US Province/ US

Country Country

Line	ne Service Name					
	Covered Product	Start Date	End Date	Description/Serial Number		
1	WRTUPGCERT1720E	17-SEP-20	16-SEP-21	ff RENEWAL ONLY - NO new	6,435.00	

ff RENEWAL ONLY - NO new 6,435.00 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.



Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

Page: Partnership Number:

WebSite: www.hach.com

2 of 5 HACH253042

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

	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	BSPPLUSSL100	00	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	681.00

3.1 9430000

2

ee ASSY, INSTRUMENT, SL1000;

and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits

160270101369

may be billable.



HACH SERVICE PARTNERSHIP QUOTATION	Page : Partnership Number :	3 of 5 HACH253042
Headquarters P.O. Box 389 5600 Lindbergh Drive	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693
Loveland, CO 80539-0389 Purchase Orders		Wire Transfers Bank of America
		231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385

3	FSPSC200		17-SEP-20	16-SEP-21	Fld Svc-1V SC200 Controller:17-SEP-2020:16-SEP-20 21	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	
6)	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

Routing (ABA): 026009593

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	:	



Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

4 of 5 Page Partnership Number:

WebSite: www.hach.com

HACH253042

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 herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated herein, the term "Hach" includes only by authorized representatives 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.

Engage and the 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 prorabed based on the duration of the service plan. Insertion plan insertatement fees may apply upon cancellation or expiration or 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.

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 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:

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) declared; (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 or 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 for the benefit of creditors, or issolution or ter

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 (30) 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, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warrantees 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 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 privily with Buyer.

9. PATENT PROTECTION:

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 hereof, provided 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 or Hach's warranty as to use patients 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 infringenent related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (2) 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.



Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

WebSite: www.hach.com Remittance

Partnership Number:

Page

2207 Collections Center Dr Chicago, IL 60693

HACH253042

5 of 5

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

12. PROPRIETARY INFORMATION; PRIVACY:

The Proprietary Information means any information, because the continuous of the continuous of the proprietary information and the continuous of the 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 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 reproduct or otherwise appropriate it. All such Proprietary Information remains Hach's properly. 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 pater 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:

14. SIE ACCEST PREPARATION / WORKER SAFELY / ENVIRONMENTAL COMPLIANCE:
In connection with services provided by Heah, Buyer agrees to permit prompt accesses 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, aites 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 expenses. Buyer will, at its own expenses, 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 a 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 required under opplicable to represent the provided by Buyer, they 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:

13. Limit Al Tub Civ 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 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:

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. Hech 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 in any facility which engages in activities mitight to suckpoiling of nuclear, chemically obtain under the products or technology in any facility which engages in activities mitight go such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to such weapons, or issues, and the products or technology in any facility which engages in activities mitigh go such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to such weapons, and the products or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Fornige, Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer argreed the rope provision of anything of value will be offered, promised, paid or transferred, directly or indirects to expend with the formation of the provision of anything of value will be offered, promised, paid or transferred, directly preson or entity, to any government official, government employee, or employee of any company owned in part by a

17. PURCE 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; wer, 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

19. LIMITATION OF LIABILITY:

19. Limitarion of Clability:

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 oportunity; 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 beased on warrance control to the full control in the control report 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

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, or (iii) in a neutral location if Buyer does not have minimum contacts with the U.S. (ii) elsewhere in the U.S. iii Buyer has minimum contacts with the U.S. to the order of preference by a court of competent jurisdiction (i) 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 arrending these Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially after the Terms & Conditions of Hach. Hach rejects any additional services.



Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

1 of 7 Page HACH253035 Partnership Number:

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

HACH253035 0.4 13-AUG-20 Partnership Number: Version: Quotation Date :

> **Expiration Date**: 02-NOV-20

Hach Company Service Partnership Service Partnership

Contact Ballard, Brent Allen Phone **Email** bballard@hach.com

Customer Ref

Address4

JOSEPH, GEORGE Customer Contact: Customer Phone: 817-392-2190 Customer Fax: 817-237-7191

Customer Email: george.joseph@fortworthgov.

org

Bill-To Account # 208256 Ship-To Account # 208256

CITY OF FORT WORTH CITY OF FORT WORTH Customer Name Customer **Payment Terms:** Net 30

Name

Address4 Annual-Invoices on **Billing Method:**

visit.

START Date

Address1 200 TEXAS ST Address1 6801 BOWMAN ROBERTS USD Currency:

RD

Address2 Address2

Address3 Address3

City, State, City, State, **FORT**

PostalCode FORT WORTH-TX-76102 Postalcode WORTH-TX-76179-3385

Province/ US Province/ US

Country Country

Line	Service Name			10	Line Total
	Covered Product	Start Date	End Date	Description/Serial Number	
1	WRTUPGCERT1720E	17-SEP-20	16-SEP-21	ff RENEWAL ONLY - NO new	12,375.00
				Service Agreement	

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



Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

Page : Partnership Number :

WebSite: www.hach.com

2 of 7 HACH253035

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

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



Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

Page : Partnership Number :

WebSite: www.hach.com

3 of 7

HACH253035

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

	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	Fld 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	



HACH SERVICE PARTNERSHIP QUOTATION	Page : Partnership Number :	4 of 7 HACH253035
Headquarters P.O. Box 389	WebSite: www.hach.com	Remittance 2207 Collections Center Dr
5600 Lindbergh Drive		Chicago, IL 60693
Loveland, CO 80539-0389		omenge, in every
		Wire Transfers
Purchase Orders		Bank of America
		231 S. LaSalle St.
		Chicago, IL 60604
		Account: 8765602385

Routing (ABA): 026009593

Sub Total:

Tax:

Total:

17,200.00

17,200.00

0.00

	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	BSPPLUSSL10	000	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
10 	7.1	9430000			ee ASSY, INSTRUMENT, SL1000 ; 160190101341	

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



Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

WebSite: www.hach.com

Partnership Number:

Page

Remittance

5 of 7

2207 Collections Center Dr Chicago, IL 60693

HACH253035

Wire Transfers 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 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 feas 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.

Delivery will be accomplished FCA Hach's facility located in Ames, lows 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 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 https://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 mades; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is curred; (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) reprossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attomery'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 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, resigned, 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.

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 of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising



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

Partnership Number:

Page

Remittance 2207 Collections Center Dr Chicago, IL 60693

HACH253035

6 of 7

Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

Purchase Orders

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 (2) 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-acclusive licenses to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer lo 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 that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. PROPRIETART INFORMATION; PROVACT:
"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 annufactured, serviced or calibrated by or procured from any other source, or reprove or otherwise appropriate it. All such Proprietary Information remains Information to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any paten 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:

14. SITE ACCESS PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:
In connection with services provided by Heah, Buyer agrees to permit prompt accesses to aquipment. 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 ansure that all necessary measures are taken for safety and security of expense Buyer will, at its own expenses, 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 a confined space or destruction to attend asfety or compliance training programs provided by Buyer, Player 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 LISE-

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:

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 compiliance 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 in any facility which engages in activities explored or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities explored in a control laws 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 agreed that no payment of money or provision of anything of value will be offered, promised, paid or transferrance, directly or indirects or which otherwise, 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 affect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantages for Buyer or for Hach, or which otherwise constitute or have the purpose or a

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 embergoes, 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,severs 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, trable, 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, sele, 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 violetes 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



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

Routing (ABA): 026009593

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 teach unless in a written insurument 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.



Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

Page : 1 of 6
Partnership Number : HACI

WebSite: www.hach.com

HACH252718

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

P

Partnership Number: HACH252718 Version: 0.16 Quotation Date: 13-AUG-20

Expiration Date : 02-NOV-20

Hach Company Service Partnership Service Partnership

Contact : Ballard, Brent Allen Phone : 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

Bill-To Account # 208256 Ship-To Account # 208256

Customer Name CITY OF FORT WORTH Customer CITY OF FORT WORTH Payment Terms: Net 30

Name

Address4 Billing Method: Annual-Invoices on

START Date

Address1 200 TEXAS ST Address1 2500 SE LOOP 820 Currency: USD

Address2 ROLLING HILLS WATER

TREATMENT PLANT

Address3 Address3

City, State, City, State, FORT

PostalCode FORT WORTH-TX-76102 Postalcode WORTH-TX-76140-1009

Province/ US Province/ US

Country Country

Line	Service Nam		Line Total			
	Covered Pro	oduct	Start Date	End Date	Description/Serial Number	70000-700-7000-7000-700-700-700-700-700
1	BSPPLUSSL	.1000	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; 160280101375	
2	FSPSC200		17-SEP-20	16-SEP-21	Fld Svc-1V SC200 Controller:17-SEP-2020:16-SEP-20	5,502.00



Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

Page : Partnership Number :

WebSite: www.hach.com

2 of 6

HACH252718

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

		21
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



HACH SERVICE	PARTNERSHIP
QUOTATION	

Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

Page : Partnership Number :

WebSite: www.hach.com

3 of 6 HACH252718

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

	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	BSPPLUSDR3	900	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 - A	4 VISIT	17-SEP-20	16-SEP-21		3,588.00
4	FSPTU53XX	4 VISIT	17-SEP-20	16-SEP-21	RFID; 1614614 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	3,588.00
4			17-SEP-20	16-SEP-21	RFID; 1614614 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. db ee TU5300sc	3,588.00



Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

LPV4425303012

WebSite: www.hach.com

Partnership Number:

Page

HACH252718

Remittance

4 of 6

2207 Collections Center Dr Chicago, IL 60693

Wire Transfers
Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 026009593

6.4 LXV445.99.11112 db ee TU5300sc

TURB, SYSCHK, EPA; 1952394

nn KIT, TU5200, Lab Turb with

RFID. EPA : 1935745

5 FSPTU52XX 17-SEP-20 16-SEP-21 Fld Svc TU52XX 1 577.00 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.

 Sub Total:
 11,254.00

 Tax:
 0.00

 Total:
 11,254.00

Partnership Notes:

7.1

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 praviously-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.



HACH SERVICE	PARTNERSHIP
OUOTATION	

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

Partnership Number:

Page

Remittance 2207 Collections Center Dr

5 of 6

Chicago, IL 60693

HACH252718

Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

Purchase Orders

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.

Delivery will be accomplished FCA Hach's facility located in Ames, lowa 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 heraunder. 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 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 sunt idelinquent 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 definquency 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 attomery's fees; or (g) combine any or 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 interest but only if such payment promote 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

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, battaries, mercury cells, and light bulbs. All other guarantees, varranties, 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 fa 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 privily 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 competant 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 of state, solely by preason of the sale or normal use of any Products sold to Buyer had former 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) till 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 are envisioned by well as it is now 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 harmises 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 (2) 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

12. PROPRIETARY INFORMATION: PRIVACY:

12. PROPRIETARY INFORMATION; PROVACY:
"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 it closues 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.



Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

Page Partnership Number:

WebSite: www.hach.com

6 of 6 HACH252718

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

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:

14. SHE ACCESS PREPARATION WURKER SAFETY PENYLORMENTAL COMPLIANCE:
In connection with services provided by Heah, Buyer agrees to permit prompt accesses 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 westes, 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 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 required under opplicable in the properties of the properties

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-resport, transfer and use of all Products and technology delivered hereunder. Buyer will not sall, transfer, export or re-sport 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, activities, softien, 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 transferrance, 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 official, proventment official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government official party offic

17. FORCE MAJEURE:

11. PURCE MADISTRE.

Heah 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 licenses 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; nots; strife; insurrections; civil disobedience or acts of criminates or thereofsts; were, melaterial shortages or delays, negatives, in the event of the existence of any force mejaure 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 mejaure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being

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. Fallure 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

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 reportunity; not contract, and/or 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 titute products; or

20. APPLICABLE LAW AND DISPUTE RESOLUTION:

20. APPLICABLE LEW AND INFORMER ASSOCIATION.
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 count 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 after the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.



Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

1 of 6 Page HACH388757 Partnership Number:

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

0.20 HACH388757 13-AUG-20 Partnership Number: Version: Quotation Date :

> **Expiration Date**: 02-NOV-20

Hach Company Service Partnership Service Partnership

Ballard, Brent Allen Contact Phone **Email** bballard@hach.com

Customer Ref

Address4

Address2

Customer Contact: IRWIN, ERIK Customer Phone: 392-2742 Customer Fax:

Customer Email: Erik.irwin@fortworthtexas.go

Net 30

Bill-To Account # 208256 Ship-To Account # 208256 CITY OF FORT WORTH CITY OF FORT WORTH Customer Name Customer Name

RD

US

WESTSIDE WTP

FORT WORTH-TX-76108

Annual-Invoices on **Billing Method:**

Payment Terms:

200 TEXAS ST Address1 Address1

Address4

START Date 12200 OLD WEATHERFORD USD Currency:

Address2

Address3 Address3

City, State, City, State, FORT WORTH-TX-76102

Postalcode

PostalCode

Country Country

Province/ US Province/

Line	Service Name		Line Total			
	Covered Product		Start Date	End Date	Description/Serial Number	
1	FSPCL17		17-SEP-20	16-SEP-21	Fld Svc-2V CL17 (current version):17-SEP-2020:16-SEP-202 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	5440000			oo CL17 FINAL ASSEMBLY W/KITS; 110200390287	
	1.2	5440000			oo CL17 FINAL ASSEMBLY W/KITS; 110500401792	
2	FSPSC200		17-SEP-20	16-SEP-21	Fld Svc-1V SC200	2,096.00



Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

Page : Partnership Number :

WebSite: www.hach.com

2 of 6 HACH388757

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

					Controller:17-SEP-2020:16-SEP-20 21	
	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	BSPPLUSSL10	000	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.	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



HACH SERVICE	PARTNERSHIP
QUOTATION	

Headquarters
P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders

WebSite: www.hach.com

Partnership Number:

Page

3 of 6 HACE

HACH388757

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

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 Fld Svc TU54XX 1 5,229.00 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.

		offering.
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



HACH SERVICE PARTNERSHIP
QUOTATION

Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

WebSite: www.hach.com

Partnership Number:

Page

Remittance

4 of 6

2207 Collections Center Dr Chicago, IL 60693

HACH388757

Wire Transfers 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 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

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.

Delivery will be accomplished FCA Hach's facility located in Ames, lows 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 the event the Products do not conform to any applicable specifications, Buyer will promptly to repair or replace the 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 https://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 to this delinquent payments are made (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency or 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) recovers all costs of collection including reasonable attorney's fees; or (g) combine any or of the above rights and remedies as is practicable and permitted by law, Buyer is prohibited from setting off any and call monies cowad under this from any other sums, whather 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. In the payment releases the security internet 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 ben



Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

Page Partnership Number:

WebSite: www.hach.com

5 of 6 HACH388757

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:

Hech 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. Hech 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 returblened parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach in the performance of services may be new or returblened parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach in the performance of services may be new or returblened parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach in the performance of services may be new or returblened parts that are repaired by Hach in the performance of services are extended to consumable items such as, without limitation, reagents, batteries, end ight bulbs. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statuts, laws, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole entended for Products not meeting this Limited Warranties of 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.

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 fand 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 privily with Buyer.

9. PATENT PROTECTION:

9. PATENT PROTECTION:
Subject to all 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 old to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense of such suit when products of the hach only are involved, or (ii) the right to particulate in the defense of such suit when products of the hach only are involved, or (ii) the right to particulate the defense of such suit when products of the real sol involved. Hach's warrantly 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 hald 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-infringinger or memore the Products and refund the purchase price (prortated 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 infringenement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (2) 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 Hech'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:

12. PROPRIETARY INFORMATION; PROVACY:
"Proprietary information" means any information me

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 ansure 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, 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 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 responsible to make it available to be serviced in an unconfined space and contractors to attend safety or compliance training programs propriated by Buyer, Plach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expend any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

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 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:

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:
Unless otherwise specified in this Contract, Buyer is responsible for obbaining 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 in any facility which engages in activities explore 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 argered that no payment of money or provision of anything of value will be offered, promised, paid or transfermed, 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, 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

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;



HACH SERVICE PARTNERSHIP QUOTATION	Page : Partnership Number :	6 of 6 HACH388757
Headquarters	WebSite: www.hach.com	Remittance
P.O. Box 389		2207 Collections Center Dr
5600 Lindbergh Drive		Chicago, IL 60693
Loveland, CO 80539-0389		Control of the Contro
		Wire Transfers
Purchase Orders		Bank of America
		231 S. LaSalle St.
		Chicago, IL 60604
		Account: 8765602385

Routing (ABA): 026009593

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 weiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no

19. LIMITATION OF LIABILITY:

19. LIMITATION > 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 beased on warranty, contract, and/or to findiculting negligence, strict liability or or therewise.) 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

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 Faderal, 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 count 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, whather or not such terms or conditions materially after the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

Contact Us | 800-227-4224

Active Service Partnership

Partnership Number :	HACH361497		0.92	Start Date :	09-17-2019
Partnership Number :			0.82	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 :	FW060-0000004	1917	Customer Contact	Customer Contact :	Prasad Vattakunnel
Customer Phone :		Customer Fax :		Customer Email :	prasad.vattakunnel@fortworthgov.org

Print

Bill-To Account # 208256		Ship-T	o 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	1	
Province/Country US		Province/Country	US	1	

Line	Service Name						
	Covered Product		Start Date	End Date	Description/Serial Number		
1	FSPCL17		09-17-2019	09-16-2020	Fld Svc-2V CL17 (current version)	\$10,782.00	
	1.1 544	40000			oo CL17 FINAL ASSEMBLY W/KITS; 030700007768		
	1.2 544	40000			oo CL17 FINAL ASSEMBLY W/KITS; 080400022006		
	1.3 544	40000			oo CL17 FINAL ASSEMBLY W/KITS; 060800016525		
	1.4 544	40000			oo CL17 FINAL ASSEMBLY W/KITS; 090200308415		
	1.5 544	40000			oo CL17 FINAL ASSEMBLY W/KITS; 090200308518		
	1.6 544	40000		1	oo CL17 FINAL ASSEMBLY W/KITS; 100500360217		
	1.7 544	40000			oo CL17 FINAL ASSEMBLY W/KITS; 010900003467		
	1.8 544	40000			oo CL17 FINAL ASSEMBLY W/KITS; 030700007724		
	1.9 544	40000			oo CL17 FINAL ASSEMBLY W/KITS ; 192050027352		
2	FSP2100N		09-17-2019	09-16-2020	Fld Svc-1V 2100N Turb	\$414.00	
	2.1 470	00000			oo 2100N LAB TURB, EPA 1821 ; 020600007647		
4	BSPPLUS2100P		09-17-2019	09-16-2020	BenchPlus-2100P	\$379.00	
	4.1 469	50000			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 HC	Q30D			HQ30d FLEXI PORTABLE METER; 080100016689		
6	FSPUVASPRB		09-17-2019	09-16-2020	Fld Svc-2V UVAS Sensor	\$1,178.00	
	6.1 LX	CV418.99.90002			db UVAS sc PROBE, 50mm ; 1391786		
7	FSP1720E		09-17-2019	09-16-2020	Fld Svc-4V 1720E Turb Sensor	\$755.00	
	7.1 LP	PV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 110420038554		
8	FSPSOLITAX		09-17-2019	09-16-2020	Fld Svc-2V Solitax Sensor	\$3,237.00	
	8.1 LX	CV423.99.10000			db T-LINE sc/IMMERS 4000NTU WIPER PVC; 1602976		
	8.2 LX	CV423.99.00100			db TS-LINE sc/IMMERSION 50g/I WIPER SS; 1469732DUP		
	8.3 LX	(V423.99.00100			db TS-LINE sc/IMMERSION 50g/I WIPER SS; 1866757DUP		
10	PMP-LDO-1V		09-17-2019	09-16-2020	PMP-LDO-1V (FRV 1)	\$7,088.00	
	10.1 579	90000			00 DO PROBE, HACH; 1201411127		

				0	io in tour of our moon and in ordinary	
	10.2	5790000			00 DO PROBE, HACH ; 0807410465	
	10.3	5790000			00 DO PROBE, HACH ; 0802410148	
	10.4	5790000			oo DO PROBE, HACH ; 0809410644	
	10.5	5790000			oo DO PROBE, HACH ; 0808410671	
	10.6	5790000			00 DO PROBE, HACH ; 1010410207	
	10.7	5790000			oo DO PROBE, HACH ; 1111410636	
	10.8	5790000			oo DO PROBE, HACH ; 1007410715	1
_	10.9	5790000			oo DO PROBE, HACH ; 1005410590	1
	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	1
	10.14	5790000			oo DO PROBE, HACH ; 0701410291	
	10.15	5790000			oo DO PROBE, HACH ; 1107410283	
	10.16	5790000			oo DO PROBE, HACH ; 1107410286	1
13	FSPAN-ISE		09-17-2019	09-16-2020	Fld Svc ANISE Sensor 2 Visit	\$6,618.00
	13.1	LXV440.99.00002	00 17 2010	00 10 2020	aa AN-ISE sc. HACH SENSOR w/RFID : 1503002	\$0,010.00
	13.2	LXV440.99.00002			aa AN-ISE sc, HACH SENSOR W/RFID ; 1503637	
14	FSPAMTAXSC	LXV440.93.00002	09-17-2019	09-16-2020	Fld Svc-2V Amtax SC V.2006	\$4,542.00
	14.1	LXV421.99.14002	03-17-2013	03-10-2020	AMTAX sc AMMONIA ANLZR 115-230V,2 CH; 1639353	ψ4,042.00
_	14.1					
45		LXV421.99.14002	00 47 0040	00.40.0000	AMTAX sc AMMONIA ANLZR 115-230V,2 CH; 1639354	ØE 040 00
15	FSPFILTRAX	1 20 400 4 54 00000	09-17-2019	09-16-2020	Fld Svc-4V Filtrax	\$5,910.00
_	15.1	LXV294.54.00000		1	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
52	16.1	HQ440D		2021/2011/2012	HQ440d BENCHTOP METER, MULTI ; 160300024248	200200
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	Fld 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	- Ale
	18.5	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH; 110659001888	
	18.6	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH; 1211C0050624	
	18.7	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH; 1211C0060522	
	18.8	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH; 130059002262	
	18.9	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH; 1312C0089927	
	18.10	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH; 1610C0138319	
	18.11	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH; 1712C0147650	
	18.12	LXV404.99.00502			sc200 CONTROLLER, AC-DC, DIG,HACH; 1104C0008234	
19	FSPLDO2		09-17-2019	09-16-2020	Fld 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 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.

Terms and Conditions Print

@Copyright 2013 Hach Company | PO Box 389, Loveland, CO 80539 | 800-227-4224 | 970-669-3050