

LAKE ARROWHEAD COMMUNITY SERVICES DISTRICT

MEMORANDUM

DATE: FEBRUARY 23, 2021

TO: BOARD OF DIRECTORS
Lake Arrowhead Community Services District

FROM: SCOTT SCHRODER, Engineering Manager

AIDA HERCULES- DODARO, District Engineer

CATHERINE CERRI, General Manager

SUBJECT: CONSIDER AWARDING A PROCUREMENT
CONTRACT FOR THE HUBER S-PRESS 3.2 TWIN
SCREW PRESS PROJECT NO. 221.

A. RECOMMENDATION

That the Board of Directors approves the purchase of one (1) new Huber S-Press 3.2 TWIN Screw Press (S-Press) at a cost of \$792,000 freight and tax included, from Huber Technology Inc.

B. REASON FOR RECOMMENDATION

The Huber S-Press will replace the existing belt press located at the Grass Valley Wastewater Treatment Plant (GVWWTP). The current belt press at this plant has been in service since the GVWWTP was built in 1985. It has been in service for over 35 years exceeding its useful life. The portion of the project related to the installation of the S-Press will be advertised for bids during the month of June. If the purchase of the S-Press is approved today, the projected delivery date is August, 2021.

C. BACKGROUND INFORMATION

During the GVWWTP Expansion project in 2010, the District replaced one of two belt presses with a Huber S-Press, and the existing belt press has not been used since that time. Only one District Operator knows how to operate the old belt press. The District is sole sourcing this product due to extensive research done in 2010. In addition, staff is familiar and trained in the operation of this equipment, and the S-Press is compatible with the existing connections and conveyor belt configuration.

D. FISCAL IMPACT

Funding for this procurement project will be provided by the Wastewater Capital Improvement Fund 210. The budget for Fiscal Year (FY) 20/21 includes \$1,950,000 for the entire project. The procurement portion of the project is within the budgeted amount.

E. ENVIRONMENTAL IMPACT

This item is an administrative action; therefore, it is not subject to the California Environmental Quality Act (“CEQA”).

F. ATTACHMENTS

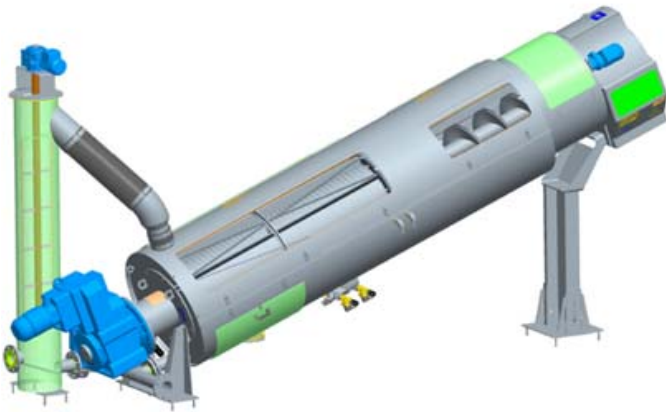
Huber Technology Inc. Proposal

Scope of Supply

Project Name: Lake Arrowhead - Grass Valley, CA

Equipment Type: HUBER Proposal Number:
S-Press 3.2 TWIN Screw Press 423824

Proposal Date:
1/22/2021



HUBER Contacts:
John Lewis
Regional Sales Director - West
704-995-5451
John@hhusa.net

Represented by:
Dave Ritter
Goble Sampson Associates
(800) 747-4189
dritter@goblesampson.com

HUBER
TECHNOLOGY
WASTE WATER Solutions

HUBER Technology, Inc.

**1009 Airlie Parkway
Denver, NC 28037**

**Phone: (704) 949-1010
Fax: (704) 949-1020**

Equipment Description

Lake Arrowhead - Grass Valley, CA

January 22, 2021

Screw Press:

One (1) S-Press 3.2 TWIN Screw Press with stainless steel construction; with full submersion passivated surface treatment for superior corrosion protection. This TWIN unit will include two S-Press 3.2 units, including:

- Wedge wire screen made of stainless steel
- Fully enclosed basket at 20° incline
- 2 hp screw press drive motor and gearbox [460 VAC, 60 Hz, 3 ph with VFD]
- 0.25 hp, spraywash motor, 460 VAC, 60 Hz, 3 ph
- Wash system for externally cleaning of the wedge wire screen
- Wash water connection including one (1) 1-inch, brass body solenoid valve, 120V, 60Hz

Ancillary Equipment:

- One (1) Polymer injection ring and mixing device
- One (1) Thin Sludge flowmeter
- One (1) Common Flocculation Reactor with motorized stirrer

One (1) S-Press 3.2 Main Control Panel, including:

Power Supply: 480VAC-3PH-60HZ

Panel Classification: NONE

Panel Location: Indoor

- 1 - Enclosure, NEMA 4X, 316 Stainless Steel, Free Standing
- 1 - Main Disconnect, Non-Fused Type, w/Through Door Disconnect Handle
- 1 - Variable Frequency Drive, Altivar 320, w/MSP Branch Circuit Protection [1HP - 480VAC Max, Flocc]
- 2 - Variable Frequency Drive, Altivar 320, w/MSP Branch Circuit Protection [2HP - 480VAC Max, Press]
- 2 - Motor Starter, Reversing, NEMA, w/Overload Relay and CB Branch Circuit Protection [0.5HP - 480VAC Max, Spray Drive]
- 2 - Current Monitor
- 1 - Surge Protection, 120VAC
- 1 - Control Power Transformer, 480-120VAC
- 1 - Programmable Logic Controller, AB CompactLogix w/ Ethernet and Required IO
- 1 - Operator Interface Unit, AB PanelView Plus, Series 7, 10" Color Touchscreen
- 1 - 24VDC Power Supply
- 1 - Panel Heater, with Thermostat
- 1 - Lot, Circuit Breakers, 120VAC: [As Required]
- 1 - Lot, Pilot Lights, PTT, LED Type: [As Required]
- 1 - Lot, Push Buttons: [As Required]

- 1 - Lot, Selector Switches: [As Required]
- 1 - Lot, Control Relays, Socket Type: [As Required]
- 1 - Lot, Terminal Blocks: [As Required]
- 1 - Lot, Intrinsically Safe Barrier: [As Required]
- 1 - Lot, Dry Contacts: [As Required]
- 1 - UL Label

Note: New S-Presses will be dumping into same conveyor as existing S-Presses. All interlocks and shutdowns will need to be coordinated to insure that conveyor will activate when new equipment operates, and that new equipment shuts down when existing equipment and controls are NOT ready to receive sludge. This interface is anticipated to be done via Ethernet.

Freight and Supervision Services:

- Five (5) total days onsite for certification of proper installation, start-up of equipment, and training of personnel
- Two (2) total trips for installation supervision services
- Freight to jobsite.

Pricing:

Lake Arrowhead - Grass Valley, CA

January 22, 2021

Qty	Equipment Description	Price
1	Sludge Dewatering Press S-Press 3.2 TWIN	Included
1	S-Press 3.2 TWIN Main Control Panel	Included
1	Ancillary Equipment	Included
Subtotal (Before Sales Tax & Non-Tax Items)		\$701,476.56
Non-Tax Items		
1	Manufacturer's Startup Services	\$12,629.00
1	Manufacturer's Freight	\$23,530.00
<i>HUBER Total Less Tax</i>		<i>\$737,635.56</i>
<i>Sales Tax @ 7.75% (Not applicable to freight/services)</i>		<i>\$54,364.44</i>
Grand Total		\$792,000.00

Notes:

1. The HUBER Scope is based upon a similar Scope to that supplied in 2010. Please note that an additional load-leveling conveyor and associated controls and instrumentation are not required, and have not been included. HUBER has offered their current standard equipment, which may contain some minor differences - including current motor/gearbox models, sensors, etc. - as compared to that delivered in 2010.
2. All piping to and from the equipment is to be supplied by the installing contractor.
3. All electrical interconnections, wiring, junction boxes, and terminations between the equipment and electrical components are to be provided by installing contractor.
4. HUBER has not performed bench or pilot testing since installing the existing S-Press TWIN unit in 2010. HUBER performance shall meet or exceed that currently attained by the existing S-Press. Changes in sludge/process may affect S-Press performance in ways beyond HUBER control.
5. The above control panel is for control system similar to that delivered previously, with the following changes:
 - Leveling Screw Controls - Removed
 - Slide Gate Controls - Removed
 - Dumpster Position Sensor - Removed
 - Dumpster Level Sensors - Removed
 - Some components will likely change as HUBER intends to deliver latest models available.
 - All necessary interlocks between New HUBER and existing HBR4583 panel will need to be coordinated and worked out.

Terms and Conditions

The proposal is dependent on customer's acceptance of the attached HUBER Technology, Inc. Standard Terms and Conditions.

Special Information and Exceptions

- Price does not include any unloading or any applicable fees or taxes (Local, Federal, or Final Destination)
- Prices are in U.S. Dollars unless noted otherwise
- Freight is delivered with duty paid (D.D.P.) to Jobsite
- Price does not include installation or building modifications
- Price quotation is valid for 60 days from the date of this proposal. After expiration of validity Huber reserves the right to adjust pricing to take into account any significant increases in material costs such as steel, stainless steel finished products, stainless steel coil, etc.

Terms of Payment

10% upon delivery of submittals (net 30 days)

80% upon delivery of equipment (net 30 days)

10 % upon start-up of equipment (net 30 days)

Submittals

Huber Technology will provide documentation to the customer per the following schedule:

- Five (5) copies or the quantity stipulated in the equipment specification of submittal shop drawings 4-6 weeks after acceptance of a written purchase order.
- Three (3) copies or the quantity stipulated in the equipment specification of Huber Technology O&M manuals prior to equipment start-up.

Shipment

Huber Technology will maintain the following schedule:

- Submittals 4-6 weeks after acceptance of a written purchase order.
- Equipment delivery 24-26 weeks after approved submittals or notice to proceed.
- O&M manuals prior to equipment start-up.
- For any delays in delivery which are beyond Huber's responsibility, a finance charge of 1.5% of the contract value per month will be due and payable to Huber.

Accessories

This proposal includes only those items specifically mentioned in the equipment descriptions. Any items which may be necessary for the operation of the equipment, but are not specifically mentioned, such as motors, drives, controls, or supports, are to be supplied via additional quotation separate from this offering.

Abrasion or Corrosive Materials

All of Huber's machines and systems are manufactured from 304 grade stainless steel. The environment or materials the equipment may be exposed to may be abrasive or corrosive. This proposal makes no representation or warranties concerning the service life of the equipment against such abrasion or corrosion. The concentration of chloride and hydrogen sulfide (H₂S) in the equipment operating environment shall be kept below the following values:

- Chloride < 200 mg/l
- Hydrogen sulfide H₂S < 6 ppm

Machines made from 316 grade stainless steel are available for a price adder for extremely harsh operating environments.

Purchase Orders

All purchase orders are to be faxed or mailed to:

Huber Technology, Inc.
1009 Airlie Parkway
Denver, NC 28037
Phone: (704) 949-1010
Fax: (704) 949-1020

All purchase orders are subject to acceptance by Huber Technology, Inc.

Warranty

Huber warrants the equipment and components furnished will be free from defects in workmanship and materials and perform the general process function intended solely under the operating conditions defined by Huber for a period of (a) 12 months from completion of installation, start-up or owner acceptance of the equipment, or (b) 18 months from the date of delivery to Purchaser, whichever date comes first.

Exclusions

- Financing
- Cranes and/or lifting devices
- Unloading and/or storage of equipment on jobsite
- Local, State or Federal taxes or fees
- Foundation design and engineering (Huber will furnish equipment drawings and data)
- Utilities for erection, installation and operation
- Gauges and instrumentation not specifically described in Huber scope of supply
- Interconnecting wiring, conduit, piping, tubing, valves, fittings, etc. between the equipment and other equipment and/or control devices and control panel.
- Tools, oil, grease, grease gun, dumpster(s), or bins(s).
- Any item not specifically mentioned in this Scope of Supply.

Project Management

Huber will appoint a Project Manager for the duration of the contract. Project Management services are included in this package and are as follows:

- Provision of a complete critical path project schedule for Huber equipment
- Coordination with Huber manufacturing on materials procurement and fabrication to and with Huber shipping/logistics to ensure Huber commitments are maintained.

Erection, training and Start-up assistance

A certified Huber Service Technician can normally be at the jobsite within two (2) weeks after customer's request to Huber for equipment start-up and commissioning assistance. Huber will provide additional erection and start-up supervision, which is not specifically included in the scope of our supply at the purchaser's request. For such additional services Purchaser shall pay \$1,000.00 per day plus expenses, for eight hours per day.

- At the request of the purchaser, overtime service will be provided at a rate of 1.5 times the regular rate for weekdays, and 2.0 times the regular rate for weekends.
- Expenses are defined as the costs of travel from Huber's location to the point of installation and return; together with accommodation and living expenses during the period of field service.
- Charges for all time involved will be invoiced, including delays which are beyond Huber's control.

Equipment Standard

Any deviations from the Huber standard mechanical and electrical specifications must be discussed with the Purchaser and agreed upon. Huber reserves the right to charge adders to the equipment price for any non-standard mechanical and electrical components required by the Purchaser and not explicitly stated in Huber's scope of supply.

Shop painting

Gears and motors will receive three layers of painting, two layers of primer and a finishing layer with synthetic resin varnish.

Terms and Conditions of Sale

Huber Technology, Inc.

1. ENTIRE AGREEMENT/ORDERS: This agreement (the "Agreement") is between Huber Technology, Inc., its subsidiaries and its affiliates (collectively "Huber") and Purchaser. No order for Huber's goods or services shall be binding upon Huber until acknowledged in writing by Huber. Such written acknowledgement and these Standard Terms and Conditions of Sale (the "Terms and Conditions") constitute the entire agreement between Huber and Purchaser. Any purchase order, offer or counter-offer made by Purchaser before or after Huber's written acknowledgement is rejected and all documents exchanged prior to Huber's written acknowledgement are merely preliminary negotiations and not part of any agreement between the parties. For example, orders submitted on Purchaser's own purchase order forms modifying, adding to, contrary to, or inconsistent with these Terms and Conditions are expressly rejected and of no force or effect and acceptance is expressly made conditional upon assent to these terms. In no event will Huber be deemed to have in any way changed, enlarged or modified its liabilities or obligations as fixed by these Terms and Conditions including, without limitation, situations in which Huber satisfies an order submitted on Purchaser's own purchase order form. No other terms or conditions or modification of these terms shall be binding upon Huber unless specifically accepted in writing by an Officer of Huber. Merely signing a purchase order or other document as a condition of payment shall not be deemed a specific acceptance of terms therein by Huber.

Purchaser shall have been deemed to agree to these Terms and Conditions upon the earlier of acceptance of Huber's quotation, acceptance of delivery of the goods or services or the issuance of a purchase order to Huber.

2. PRICES: Until acceptance of a purchase order is acknowledged in writing by Huber, all prices are subject to change. Written quotations expire fourteen (14) calendar days from the date of quotation unless specified otherwise. Verbal quotations are non-binding on Huber. Quoted prices do not include sales, excise, municipal, state or any other government taxes. All taxes and other governmental charges upon the production, manufacture, distribution, sale or use of goods or services to the extent required or not forbidden by law to be collected by Huber from Purchaser, shall be paid by Purchaser to Huber unless Purchaser furnishes Huber with exemption certificates acceptable to the relevant taxing authorities. Huber reserves the right to revise final quoted prices of work in process due to any change in the order on the part of Purchaser or any factor beyond the control of Huber. Typographical and/or clerical errors made by Huber are subject to correction.

If Purchaser causes or requests delays in manufacture or shipment beyond six (6) months from acceptance of Purchase Order, Huber shall have the right to increase price based on any actual escalation in labor, material, overhead, and component costs. Huber also reserves the right to charge Purchaser for any reasonable storage costs caused by such delays.

3. TERMS OF PAYMENT: Invoices are net thirty (30) days from the date of invoice, unless specified otherwise and approved in writing by Huber. In the event that the purchase order between Purchaser and Huber requires partial payments to be made by Purchaser, Purchaser shall pay those required amounts in a timely manner or Huber will be permitted to suspend, without penalty or liability of any kind, delivery of future goods and services to the Purchaser even though partial payment for such undelivered goods or services may have already been received by Huber.

Past due accounts will bear interest at the rate of 1.5% per month of the invoiced amount. All invoices are payable in U.S. dollars, unless specified otherwise and approved by Huber in writing. Acceptance of bank drafts, checks or other form of payment shall be subject to immediate collection of the full face amount thereof. Huber may, at its discretion, impose a transaction fee on payments processed via wire transfer or by Letter of Credit.

Huber reserves the right at any time to suspend credit or to change credit terms provided herein when in its sole opinion the financial condition of Purchaser so warrants. In such case, in addition to any other remedies provided herein or by law, Huber may request cash payment or satisfactory security from Purchaser prior to shipment of goods.

In the event of nonpayment of an invoice when due, and without prejudice to other lawful remedies, Huber shall have the right, without penalty or liability of any kind, to suspend further work or the delivery of future goods under this Agreement or any other agreement with Purchaser until such invoice is paid in full; provided, however, that if such invoice remains unpaid

for more than five (5) days after written demand by Huber, Huber may terminate this Agreement without penalty.

4. RETAINAGE: Retainage, in any case, is limited to 5% of the contract value and is due upon completion of the terms of the contract.

5. TAXES AND OTHER CHARGES: The prices for Goods and/or Services do not include any sales, use or other taxes or charges payable to state or local authorities. In addition to Huber's invoice price or quote price, Purchaser is also responsible for payment of any use-tax, sales tax, excise tax, VAT tax, duty, custom, inspection or testing fee, and/or any other fee, tax, or charge imposed by governmental or non-governmental authority arising from the Goods and/or Services provided by Huber. Purchaser is responsible for and bears the risk of establishment of a valid exemption from any fee, tax, or charge. In the event Huber is required to pay any of the fees, taxes, or charges listed in this paragraph, Purchaser herewith agrees to immediately reimburse Huber for this cost, or in lieu of such payment by Huber, Purchaser agrees to timely provide an exemption certificate or other comparable document to the entity or authority imposing said fee, tax and/or charge. Purchaser further agrees to waive any and all claims regarding the reasonableness of such payment and will be liable to Huber for reasonable attorneys' fees and/or court costs incurred by Huber as a result of Purchaser's failure to pay the charges listed in this paragraph.

6. DELIVERY: Huber shall not be liable for any damage as a result of any non-delivery or delay, including, without limitation, an act of God; act of Purchaser; embargo; other government act, regulation or request; fire; accident; strike; war; boycott; slowdown; riot; or delay in transportation or inability to obtain necessary labor, materials, or manufacturing facilities. Huber will use its best efforts to meet promised delivery dates, but under no circumstances shall Huber be liable for any direct, or indirect, consequential, incidental, liquidated or other damages for delay in delivery.

Purchaser will notify Huber within thirty (30) days after order acceptance of the scheduled delivery date. If Purchaser does not notify, a delivery date of six (6) months, unless otherwise specified by Huber, after notice to proceed and/or approval of submittals is agreed. For any delays by Purchaser after commencement of manufacturing, a finance charge of 1.5 % per month of the contract value will be assessed to Purchaser.

Huber reserves the right to substitute suitable alternative materials and components where necessary.

Where the services are to be performed on Purchaser's premises, Purchaser agrees to provide Huber on a timely basis with such access, machine downtime, utilities and equipment as Huber shall reasonably require in order to perform the services in accordance with the Agreement. If Purchaser fails to perform its obligations or shall fail to perform them in a timely manner, Purchaser acknowledges and agrees that Huber shall be entitled to delay performance of the services, without penalty or liability of any kind, until such time as Purchaser has complied in all respects with its obligations and to increase the price for the services to reflect any increased cost to Huber caused by Purchaser's failure to perform or late performance.

If delivery is delayed or deferred by Purchaser beyond the scheduled date, payment shall be due in full when Huber is prepared to ship the goods or perform the services. The goods may thereafter, at Huber's option, be stored at the risk and expense of Purchaser.

Huber may at certain times provide goods or services to Purchaser prior to the issuance, delivery and acceptance of a corresponding purchase order. In such cases, Huber will notify Purchaser that these Terms and Conditions shall apply to such transactions and Purchaser shall be deemed to have accepted such Terms and Conditions upon Huber's delivery of goods or performance of services.

7. GOODS ACCEPTANCE: It is Huber's intent to deliver complete orders in good condition to the final destination dictated by the Purchaser. All equipment and components delivered to the receiving location must be duly inspected upon receipt. Any visible damages must be noted on way-bill and followed up with a full inspection within a period of seven (7) days from

delivery date. If a written report is not submitted to Huber within this period it is assumed that the equipment was received in good condition, meets the specifications of the purchase order, constitutes unqualified acceptance by the Purchaser, and Purchaser waives any rights to rejection or remediation of delivered equipment.

8. FIELD SERVICE: "Field Service" refers to the services of a Huber factory-trained representative at the site of end-use for initial installation, inspection, start-up observation and operator training. "Field Service" refers also to any subsequent investigations of warranty issues, operational difficulties, Purchaser complaints, or requests for post-warranty service. Purchaser acknowledges that Huber Field Service representatives shall make all arrangements necessary with labor unions for their presence on the site. No contractual warranty or indemnity relating to Field Service is extended by Huber, nor are its Field Service representatives authorized to bind Huber with any oral representations or statements in conflict with or addition to the governing contract terms or any manual or instructions provided by Huber. This paragraph shall apply to any and all initial and subsequent Field Service provided by Huber relating to the Goods sold to the Purchaser. Any field service work performed at site after expiration of the initial warranty period is warranted for sixty (60) days after the work has been completed.

9. SHIPMENT/RISK OF LOSS: Huber will use commercially reasonable efforts to meet delivery dates stated in advance of actual shipment of goods or performance of services, but in no event shall such quoted delivery dates be deemed to represent fixed or guaranteed delivery dates. Under no circumstances will Huber be liable for any direct, or indirect, consequential, incidental, liquidated or other damages for delay in delivery. Method and route of shipment will be at the discretion of Huber unless specified otherwise by Purchaser and agreed by Huber, and any additional expense of the method or route of shipment specified by Purchaser shall be borne by Purchaser. Claims for shortage or other quantity errors must be made in writing to Huber within seven (7) days after receipt of shipment. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Purchaser.

Huber, in its sole discretion, may accommodate Purchaser requests for delivery of goods in installments if such requests are confirmed in writing by Huber. Such installment deliveries, when separately invoiced, shall be paid for when due per invoice without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligations to accept remaining deliveries.

10. GOVERNMENT STANDARDS: Huber applies quality standards in our manufactured equipment that are designed to meet and comply with federal government occupational safety, noise, sanitation and health standards. The Purchaser is solely responsible for compliance of the equipment and its operation with any state or local laws, codes, ordinances, or regulations, unless otherwise specified by Huber in its proposal.

11. LIMITED WARRANTY: Huber warrants that the equipment and components furnished will be free from defects in workmanship and materials and perform the general process function intended, solely under the conditions defined by Huber for a period of (a) twelve (12) months from completion of installation, start-up or owner acceptance of the equipment assuming the equipment is accepted by the owner within 6 months of delivery or (b) eighteen (18) months from the date of delivery to Purchaser, whichever date comes first. Huber will replace, modify or repair, at its sole option, any such defective component or equipment at no charge provided that Huber is notified promptly in writing of any claimed defect. If requested by Huber, any such defective part or component shall be returned to Huber, freight prepaid. Huber will provide on-site Field Service when reasonably assured of payment therefore if this warranty does not apply or when such service is required in its judgments. This warranty does not apply to any defect or malfunction arising out of failure to store, install, operate or maintain the equipment in accordance with instructions by Huber. Warranty shall be voided for any misuse of equipment; operation under conditions other than those defined by Huber in its operation and maintenance (O&M) manuals for said equipment, or gross operator negligence. Any unauthorized modification or alteration of the equipment or repair or replacement of components may void this warranty, at the sole option of Huber. For any billable repairs completed outside of the initial warranty period, a sixty (60) day guarantee on work performed and parts supplied will apply.

HUBER TECHNOLOGY INC. MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT

AS EXPRESSLY SET FORTH IN HUBER'S TERMS AND CONDITIONS. HUBER IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

12. EXCLUSIVE REMEDIES: Purchaser acknowledges that its sole and exclusive remedies for breach of the Limited Warranty shall be replacement or repair by Huber of any defective part or component, and payment of the reasonable out of pocket costs incurred in connection with replacement or repair if such costs are approved in advance by Huber, or refund of 80% of the purchase price if Huber in its sole discretion concludes the equipment cannot be repaired or replaced. This remedy excludes any other consequential, incidental, special or other form of damages. It also excludes any extraordinary costs for removal or re-installation of Huber equipment, such as crane rental, structural alteration, or demolition, which are necessitated by factors over which Huber has no control such as building design or configuration.

13. LIMITATION OF LIABILITY/INDEMNITY: Huber's liability on any claim for loss or damage arising out of any transactions under this Agreement or from the performance or breach thereof or connected with any goods or services supplied hereunder, or the sale, resale, operation or use of goods, whether based on agreement, warranty, tort (including negligence) or other grounds, shall not exceed the price allocable to such goods or services or part thereof involved in the claim, regardless of cause or fault. Purchaser's remedies are limited to the return of non-conforming goods and repayment of the price or to the repair and replacement of non-conforming. This limitation of liability and remedies reflects a deliberate and bargained-for allocation of risks between Huber and Purchaser and constitutes the basis of the parties' bargain, without which Huber would not have agreed to the price or terms of this transaction.

HUBER SHALL NOT IN ANY EVENT BE LIABLE WHETHER AS A RESULT OF BREACH OF AGREEMENT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER GROUNDS FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF GOODS OR ASSOCIATED PRODUCTS, BUSINESS INTERRUPTION, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF PURCHASERS OF PURCHASER FOR SUCH DAMAGE. In addition, if Huber furnishes Purchaser with advice or other assistance regarding any goods or services supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this transaction, the furnishing of the advice or assistance will not subject Huber to any liability, whether based on agreement, warranty, tort (including negligence) or other grounds.

In the event Purchaser modifies Huber goods or incorporates Huber goods into another product or component part, Purchaser agrees to hold harmless and indemnify Huber from any and all claims, liabilities, losses, costs and expenses (including reasonable attorneys' fees) involving personal injury or property damage. Purchaser also agrees to hold harmless and indemnify Huber from any patent or other intellectual property claims related to (i) any Huber goods made in accordance with Purchaser's designs or specifications; or (ii) the use of any drawings provided to Huber by Purchaser for use in the manufacture, production or assembly of such goods.

14. TITLE: Notwithstanding delivery, installation or start-up, title to all equipment furnished shall remain solely with Huber until the full purchase price is paid by Purchaser. Until such time, Huber may enter the premises where such equipment is then located and repossess and remove such equipment by any lawful means as this is the property of Huber Technology. Purchaser agrees to do all acts deemed necessary or desirable or requested by Huber to maintain Huber's rights in, and title to such equipment.

15. WAIVER: The failure of Huber to insist in any one or more instances, upon the performance of any of the Terms and Conditions as set forth herein or the failure of Huber to exercise any of its rights hereunder shall not be construed as a waiver or relinquishment of any such terms, conditions or rights and shall not effect Huber's right to insist on strict performance and compliance with regard to any future performance of these Terms and Conditions.

16. CHOICE OF LAW: This Contract shall be exclusively governed by the laws of the State of North Carolina, without regard to its conflict of law provisions. Huber and Purchaser further consent to the exclusive personal jurisdiction of any applicable court in the city of Charlotte, in the county of Mecklenburg, North Carolina for any legal action or proceeding brought to enforce, construe or interpret these Terms and Conditions. Venue is proper only in the United States District Court of North Carolina. Each party hereto irrevocably submits to the jurisdiction of each court in each such action or proceeding.

17. DISPUTE RESOLUTION/ATTORNEYS' FEES: Any controversy or claim arising out of or relating to this Contract or its breach shall be settled by arbitration conducted in Huntersville, North Carolina in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association and North Carolina law and judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The arbitrator shall award attorneys' fees, costs, witness costs, expert witness fees, arbitrator compensation, arbitrator fees, exhibit fees, travel costs and other amounts deemed reasonable to the prevailing party as defined by North Carolina General Statute §44A et al.

18. ASSIGNMENT, WAIVER, ENTIRE AGREEMENT, SEVERABILITY: Neither party shall assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party, which such consent shall not be unreasonably withheld, except that either party may assign or delegate its rights or obligations hereunder to an Affiliate without the other party's consent. As used herein, the term "Affiliate" shall mean any entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with the entity specified. Huber may terminate this Agreement upon written notice to Purchaser without any further liability to Purchaser if there is a change of control of Purchaser. The Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior oral or written representations or agreements by the parties with respect to the subject matter of this Agreement. Neither the Agreement nor any of its provisions may be modified, amended or waived, whether orally, through the parties' course of performance, course of dealing or course of conduct, or manifested in any other way, unless in writing and signed by an authorized officer of Huber. It is the express intention of the parties that such requirement for written modifications, amendments or waivers be strictly enforced notwithstanding judicial precedent or statutory provisions to the contrary. Any provision found invalid or unenforceable will not affect the validity or enforceability of any other provision and the invalid provision may be judicially modified to the extent enforceable.

Accepted by

Title

Date

Proposed by

Regional Sales Director - West

Title

Friday, January 22, 2021

Date