



CHANGE ORDER NO.: 01

Owner:	City of Breckenridge	Owner's Project No.:	
Engineer:	Enprotec / Hibbs & Todd	Engineer's Project No.:	7902
Contractor:	Purcell Contracting, LLC	Contractor's Project No.:	2505
Project Name:	TWDB CWSRF #73905 CID-01 Wastewater Treatment Plant Improvements Phase I		
Date Issued:	8/13/2026	Effective Date of Change Order:	

The Contract is modified as follows upon execution of this Change Order:

Description:

1. This change order highlights a total of \$113,792.45 of project proposed Change Orders (PCO) with additional cost associated with the PCO items as described below and attached.

Summary:

1. PCO – 1 Installation of new generator and ATS electrical
2. PCO – 2 Upgrading the existing Belt Press.

Additional Contract Cost Request

The City used local funds to purchase a new generator to replace the existing generator at the WWTP using local funds. The City wishes to utilize the contractor to install the new generator and related electrical equipment while they will already be on site. The additional costs associated with this scope include installation and labor only.

The existing Belt Press is aging and requires upgrades. These upgrades were determined via an inspection by the belt press manufacturer, Or-Tec. The additional costs associated with this scope include cost for materials and labor.

Total Additional Contract Cost: \$113,792.45

Attachments:

1. PCO – 1 Installation of a new generator and ATS electrical.
2. New Generator and ATS submittal
3. PCO – 2 Or-Tec Belt Press Repairs
4. Or-Tec Estimate 110488
5. Or-Tec Estimate 110489
6. Or-Tec Estimate 110490

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 696,150.00		Substantial Completion: 240	
		Ready for final payment: 270	
NO CHANGE from previously approved Change Orders		NO CHANGE from previously approved Change Orders:	
\$ 0.00		0 days	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 696,150.00		Substantial Completion: 240	
		Ready for final payment: 270	
Impact this Change Order:		Impact this Change Order:	
\$ 113,792.45		Substantial Completion: 105 days	
		Ready for final payment: 105 days	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 809,942.45		Substantial Completion: 345 days	
		Ready for final payment: 375 days	

Recommended by Engineer

Signature: *Brittany D. White*

By: Brittany White

Title: Project Manager

Date: 8/19/2026

Accepted by Contractor

Justin Lane

Justin Lane

Project Manager – Purcell Contracting, LLC

8/19/2026

Authorized by Owner

Signature: _____

By: Cynthia Northrop

Title: City Manager

Date: 8/19/2026

Purcell Contracting, LLC

PO Box 525
Meridian, TX 76665
Ph : 254-435-2387

Change Request

To: Brittany White
Enprotec/Hibbs & Todd, Inc.
402 Cedar
Abilene, TX 79601
Ph: 325-698-5560 Fax: 325-691-0058

Number: 1
Date: 7/24/26
Job: 2505 Breckenridge WWTP Improvements
Phone:

Description: Generator & ATS Electrical

Reason: Change in Scope

We are pleased to offer the following specifications and pricing to make the following changes:

Breckenridge WWTP Generator and ATS installation

Scope

2 & 3 Aluminum Conduit
Conduit fittings
2 & 3 Sealtite and Connectors
Thhn service wire to refeed new ATS and Generator
Thhn control wiring for ATS to Generator
Thhn wire for Block heater and Battery charger.
LB Fittings
Crane Rental to set generator and ATS

Exclusions

Generator Warranty
Generator Fuel
Generator Commissioning

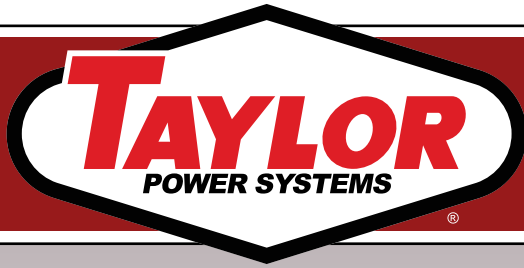
Description	Labor	Material	Equipment	Subcontract	Other	Price
Generator & ATS Installation				\$29,050.00	\$1,000.00	\$30,050.00
					Subtotal:	\$30,050.00
			Contractor's Fee	\$30,050.00	5.00%	\$1,502.50
					Total:	\$31,552.50

If you have any questions, please contact me at (254)435-2387.

Submitted by: Justin Lane
Purcell Contracting

Approved by: _____
Date: _____

TD250V



EPA Certified / Stationary Emergency

OUTPUT POWER OPTIONS					STANDBY RATING		sKVA
Make	Voltage	Alternator	Phase	Hertz	kW/kVA	Amps	30% Voltage Dip
Stamford	600	S4L1S-D4-17	3	60	250/313	301	850
	277/480	S4L1D-D41-311	3	60	250/313	376	980
	120/208	S4L1D-D41-311	3	60	250/313	868	735
	120/240	S4L1D-D41-311	3	60	250/313	753	735
Marathon	600	432PSL6246	3	60	250/313	301	930
	277/480	432CSL6210	3	60	250/313	376	930
	120/208	432CSL6210	3	60	250/313	868	699
	120/240	432CSL6210	3	60	250/313	753	699
	120/240	432CSL6210	1	60	201/201	838	268
Marathon	277/480	433CSL6216	3	60	250/313	376	1424
	120/208	433CSL6216	3	60	250/313	868	1069
	120/240	433CSL6216	3	60	250/313	753	1069
	120/240	433CSL6216	1	60	230/230	958	450



Engine Data

Manufacturer	Volvo
Model	TAD852GE
Aspiration	Turbocharged
EPA Tier	3
Charge Air Cooling System	Air-to-Air
Arrangement	Vertical Inline, 4-Cycle
Firing Order	1-4-2-6-3-5
Displacement: L (in. ³)	7.70 (469.9)
Bore: mm (in.)	110.00 (4.33)
Stroke: mm (in.)	135.00 (5.31)
Compression Ratio	17.5:1
Net Horsepower	370
Rated RPM	1800
Governor	Isochronous

Engine Liquid Capacity

Oil System: qt. (L)	28.4 (27.0)
Cooling Capacity: gal (L)	10.83 (41.00)

Engine Electrical

Electric Volts: DC	24
Cold Cranking Amps	1100
Battery(s) Required	2

Fuel System

Fuel Injection Type	Electronic
Fuel Pump Rate: gal/hr (L/hr)	35.4 (134.0)
Max Return Restriction: psi (kPa)	2.2 (15.0)
Max Inlet Temperature: °F (°C)	176 (80)
Recommended Fuel	Low Sulfur Diesel

Air Requirements

Air Filter(s) Type	Dry
Combustion Air Flow: CFM (m ³ /min)	848.0 (24.0)
Maximum Air Intake Restriction	
Clean: in. H ₂ O (kPa)	0.7 (5.0)
Radiator Air Flow: CFM (m ³ /min)	15,679.71 (443.99)

Exhaust System

Gas Temperature: °F (°C)	847 (453)
Gas Flow: CFM (m ³ /min)	1993.0 (56.4)
Max Back Pressure: in. H ₂ O (kPa)	40.15 (10.00)

Sound Level

Open Unit Without Exhaust: dBA 3.2 ft (1M)	103.2
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Filters and Quantity

Air Cleaner Quantity	1
Oil Filter(s) Quantity	1
Fuel Filter(s) Quantity	2

Fuel Consumption

At 100% of Power Rating: gal/hr (L/hr)	16.55 (62.65)
At 75% of Power Rating: gal/hr (L/hr)	13.00 (49.19)
At 50% of Power Rating: gal/hr (L/hr)	9.13 (34.56)
At 25% of Power Rating: gal/hr (L/hr)	4.76 (18.02)

Cooling System

Rejection to Charge Cooler: kW (BTUM)	90.0 (5118.0)
Rejection to Coolant: kW (BTUM)	115.0 (6540.0)
Rejection to Ambient: kW (BTUM)	9.0 (512.0)
Coolant Flow: gal/min (L/min)	19.34 (73.20)

GENERAL GUIDELINES FOR DERATION: Altitude: Derate 0.5% per 100m (328 ft.) Elevation above 1000m (3279 ft.) Temperature: Derate 1.0% per 10°C (18°F) temperature above 25°C (77°F)

RATINGS: All three-phase units are rated at 0.8 power factor. All single-phase units are rated at 1.0 power factor.

125° RATINGS: 125° apply to installations served by a reliable utility source. The standby rating is applicable to varying loads for the duration of a power outage. There is no overload capability for this rating. Ratings are in accordance with ISO-3046/1, BS 5514, AS 2789, and DIN 6271. For limited running time and base load ratings consult the factory. The generator set manufacturer reserves the right to change the design or specifications without notice and without any obligation or liability whatsoever.

Alternator Data

Manufacturer	Stamford	
Type	PMG	
Insulation Class	NEMA H	
Temperature Rise	125°C Standby	
Hertz	60	
RPM	1800	
Amortisseur Windings	Full	
CFM Cooling Required	2100	
Voltage Regulator	MX341	MX321
Sensing	Single Phase	Three Phase
Voltage Regulation	1.0%	0.50%

Features

- BS EN 60034, BS5000, VDE 0530, NEMA MG1-32, IEC34, CSA C22.2-100, and AS1359 complaint
- IP23 enclosure
- Dynamically balanced to exceed BS6861:Part 1 Grade 2.5 vibration standard
- Quality assurance to BS EN ISO 9001
- Self-ventilated and Drip proof construction
- Two-thirds pitch stator and skewed rotor
- Heavy duty bearings
- Fully guarded
- Overexcitation protection
- Under frequency protection
- Analog input
- Overvoltage protection
- Paralleling compatible

Alternator Data

Manufacturer	Marathon	
Type	PMG	
Insulation Class	NEMA N	
Temperature Rise	125°C Standby	
Hertz	60	
RPM	1800	
Amortisseur Windings	Full	
CFM Cooling Required	1020	
Voltage Regulator	DVR2400	PM500
Sensing	Three Phase	Three Phase
Voltage Regulation	0.25%	0.25%

Features

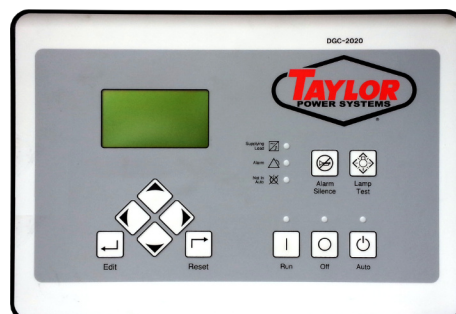
- NEMA MG1-32, BS5000, and IEC 34-1 compliant; CE & CSA Certified and UL Listed
- Self-ventilated and drip proof construction
- Two-thirds pitch stator and skewed rotor
- Wet wound, epoxied field windings
- Designed to withstand overspeeds of up to 125%
- Hybrid analog/digital voltage regulator
- Under frequency protection
- Under frequency indication light
- Less than one cycle response time
- Over excitation protection
- Over excitation indication light
- Easy access front-panel adjustments
- Over voltage protection shutdown

Control Panels



DeepSea 7310 MKII

Simultaneous Use of RS232 & RS485
Modbus RTU Support
Fully Configurable Using USB, RS232 & RS485
IP65 Rating
6 Programmable Inputs & 8 Outputs
UL & cUL Listed and CE Certified



Basler DGC2020

SAE J1939 Engine ECU Communications
4 Programmable Inputs & 10 Outputs
Modbus Communications With RS485
UL Recognized, CSA & CE Certified
IP 54 Front Panel Rating
NFPA 110 Level 1 Compatible
Manual Override Keyswitch
DGC2020HD Variant Available



Taylor Analog

Automatic CANBUS Engine Control
Gauge Zeroing on Shutdown
Auto-Off-Manual Control Switch
Oil Pressure, Water Temperature, Battery Voltage and RPM Gauges
AC Voltage, Frequency, Percent of Load, and Run-Time Metering
LED Status Lights



Standard Features:

Warranty

2 Year Standard

5 Year Comprehensive

Heavy Duty Steel Base	Battery Charger
Vibration Isolators	Block Heater
Oil Drain Valve with Extension	Factory Powder Coating
Coolant Drain Kit	Factory Load Test
High Ambient Unit Mounted Radiator	Owner's Manual

Controller Options

DGC2020HD Controller

Fiber Optic Ethernet (DGC2020HD)

RS-232 Port & Generator Protection (DGC2020)

Flush or Surface Mount Remote Annunciator

Remote Mount Break Glass E-Stop Switch

Miscellaneous Options:

Generator Strip Heater

Spring Isolators

Line Circuit Breaker

Pad Type Battery Heater

Battery Heater Blanket

Oil Pan Heater

Open Unit

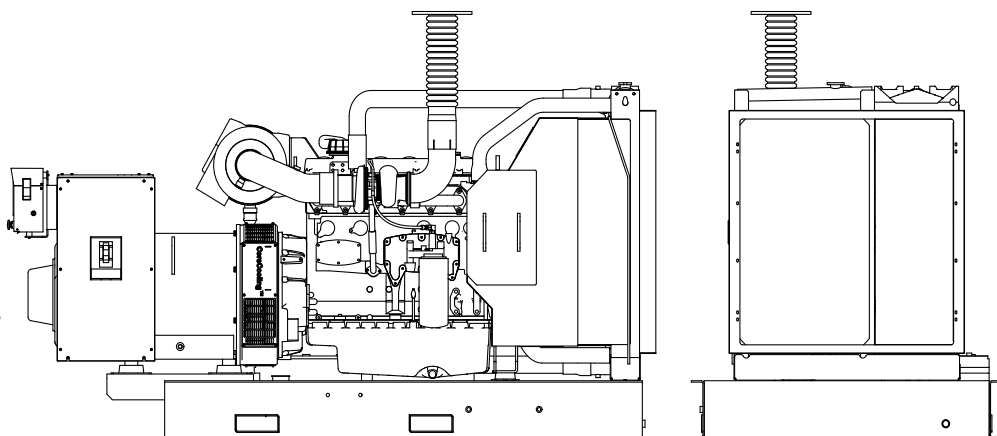
Options:

- Radiator Duct Flange
- Flex Exhaust
- Critical Silencer
- Sub-Base Fuel Tank

Overall Size: 120"L x 57"W x 74"H

Approximate Weight: 5,500 lbs.

Note: Dimensions and weights reflect standard open unit with no options and are subject to change.



Standard Enclosed Unit

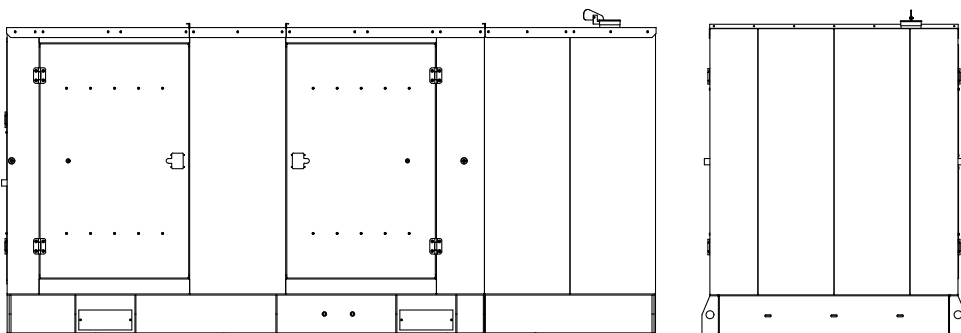
Options:

- Sound Attenuated Enclosure
- Load Center, Lights & GFI Receptacle
- Sub-Base Fuel Tank

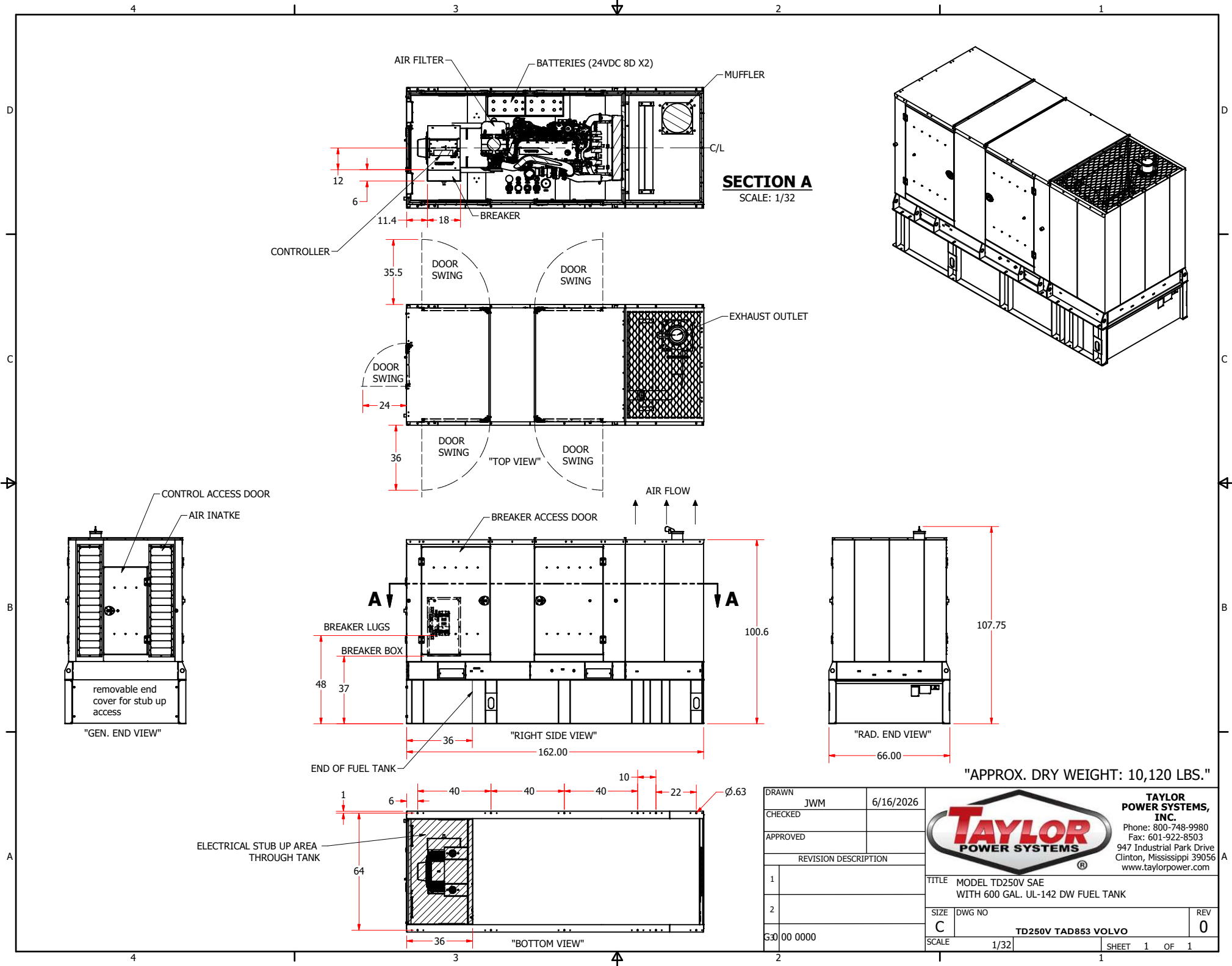
Overall Size: 162"L x 66"W x 81"H

Approximate Weight: 7,750 lbs.

Note: Dimensions and weights reflect standard enclosed unit with no options and are subject to change.



**Note: The above drawings are provided for reference only and should not be used for planning installation.
Contact your local distributor for more information.**



OUTLINE FOR ASCO® 300 SERIES 600 AMPERE "J" FRAME (3ATS,3NTS), 150-600 AMPERE (3ADTS,3NDTS) FRONT CONNECTED TRANSFER SWITCHES TYPE 3R/12 ENCLOSURE

GENERAL NOTES

- TYPE 3R-12 ENCLOSURE. FREE STANDING. FLOOR MOUNTED OR WALL MOUNTED. 14 GAUGE CONSTRUCTION.
- NEC STANDARD GAUGE PAN TYPE DOOR WITH LOCKABLE HANDLE.
- FINISH: ANSI 61 GRAY, POLYESTER POWDER STANDARD. OTHER ANSI COLORS AVAILABLE CONSULT FACTORY UL RECOGNIZED.
- RECOMMENDED CLEARANCES:
FRONT: 24.00" [610mm]
- A 20% RATED GROUND BUS IS PROVIDED.
- UNIT IS DESIGNED FOR COMBINATION TOP AND BOTTOM CABLE ENTRY.
- A FULL RATED NEUTRAL CONNECTION FOR EACH SOURCE AND THE LOAD IS OPTIONAL. WHEN PROVIDED IT IS IN ONE OF THE FOLLOWING FORMATS AS SPECIFIED BY THE CATALOG NO. NEUTRAL TYPE;
A. SOLID (COPPER BUS) NEUTRAL FOR 150-400A ADTS/NDTS AND SOLID NEUTRAL TERMINAL ASSEMBLY (NTA) FOR 260-400A ATS/NTS.
B. SWITCHED NEUTRAL POLE
-  CENTER OF GRAVITY.

CABLING NOTES

- ALL SIZES SUPPLIED STANDARD WITH MECHANICAL (SCREW TYPE) LUGS. (SEE AMP SIZE BELOW)
A. LUG MATERIAL: ALUMINUM ALLOY 6061-T6 WITH ELECTRO TIN PLATED FINISH.
B. SCREW MATERIAL: ALUMINUM ALLOY 6262-T9 WITH ELECTRO TIN PLATED FINISH.
C. UL LISTED, CSA CERTIFIED.
D. LUG SCREW TIGHTENING TORQUE PER UL 486B: 19 FT.-LBS.
E. SUITABLE WIRE BENDING SPACE IS PROVIDED. (SEE AMP SIZE BELOW)
- GROUND LUGS ARE PROVIDED STANDARD AS FOLLOWS. (SEE AMP SIZE BELOW).
- CUSTOMER TERMINAL BLOCKS:
FOR ALL 300 SERIES 3ADTS, 3NDTS UNITS THE TB WILL BE MOUNTED ON THE UPPER RIGHT INSIDE OF ENCLOSURE. FOR 3ATS AND 3NTS UNITS TB WILL BE MOUNTED ON THE TRANSFER SWITCH FRAME AS INDICATED.

NOTES 150-400 AMP SWITCHES

- SUPPLIED WITH STANDARD MECHANICAL (SCREW TYPE) LUGS ON THE NORMAL, EMERGENCY & LOAD BUS STABS. ONE (1) LUG PER PHASE AND NEUTRAL EACH SUITABLE FOR CONNECTION OF TWO (2) 1/0 -250MCM CU/AL CABLES OR ONE (1) #4 -600MCM CU/AL CABLE.
A. SUITABLE WIRE BENDING SPACE IS PROVIDED FOR UP TO ONE (1) 600MCM CABLE PER TERMINAL PER NEC.
- GROUND LUGS ARE PROVIDED STANDARD AS FOLLOWS;
SIX (6) 1/0 -250MCM CU/AL CABLES OR THREE (3) #4 -600MCM CU/AL CABLE CONNECTIONS.

NOTES 600 AMP SWITCHES

- SUPPLIED WITH STANDARD MECHANICAL (SCREW TYPE) LUGS ON THE NORMAL, EMERGENCY & LOAD BUS STABS. ONE (1) LUG PER PHASE AND NEUTRAL EACH SUITABLE FOR CONNECTION OF TWO (2) #2 -600MCM CU/AL CABLES.
A. SUITABLE WIRE BENDING SPACE IS PROVIDED FOR UP TO TWO (2) 600MCM CABLE PER TERMINAL PER NEC.
- GROUND LUGS ARE PROVIDED STANDARD AS FOLLOWS;
SIX (6) #2 -600MCM CU/AL CABLE CONNECTIONS.

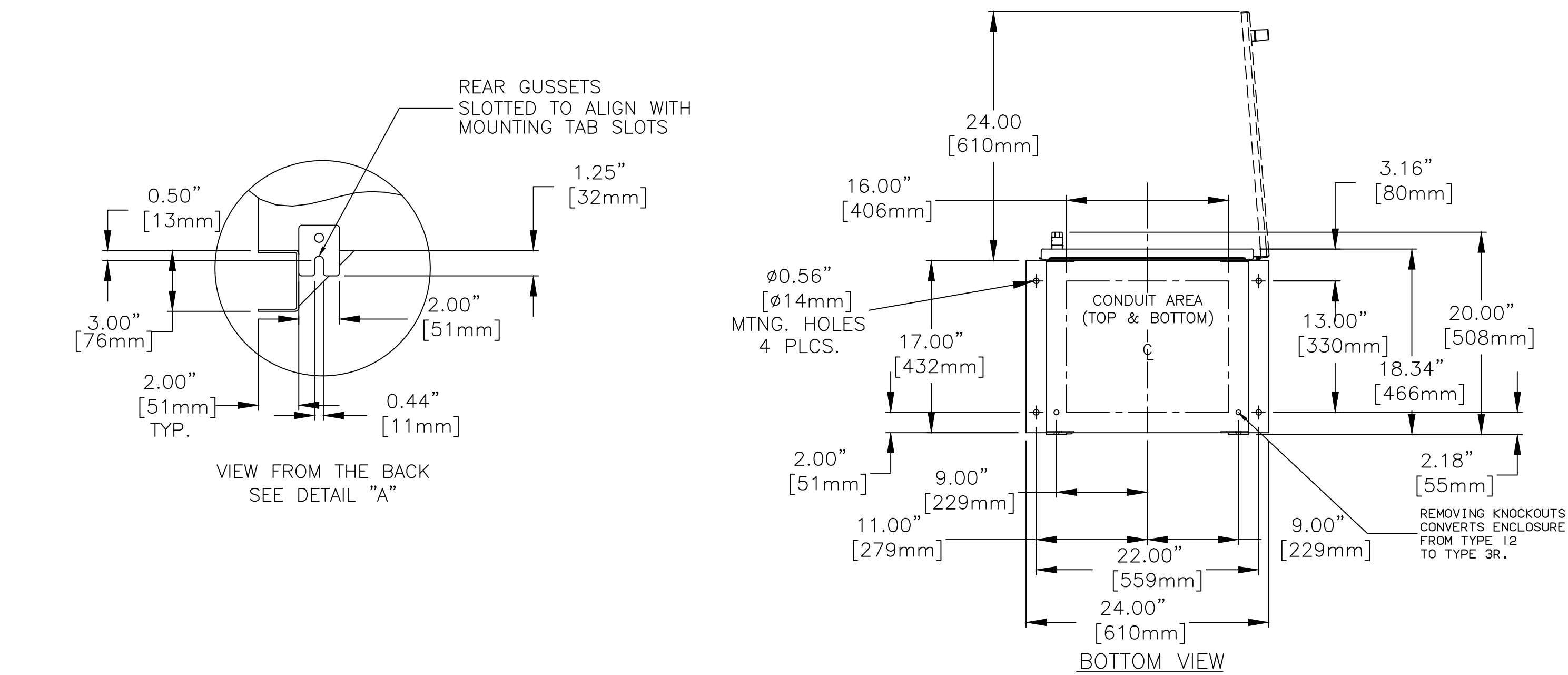
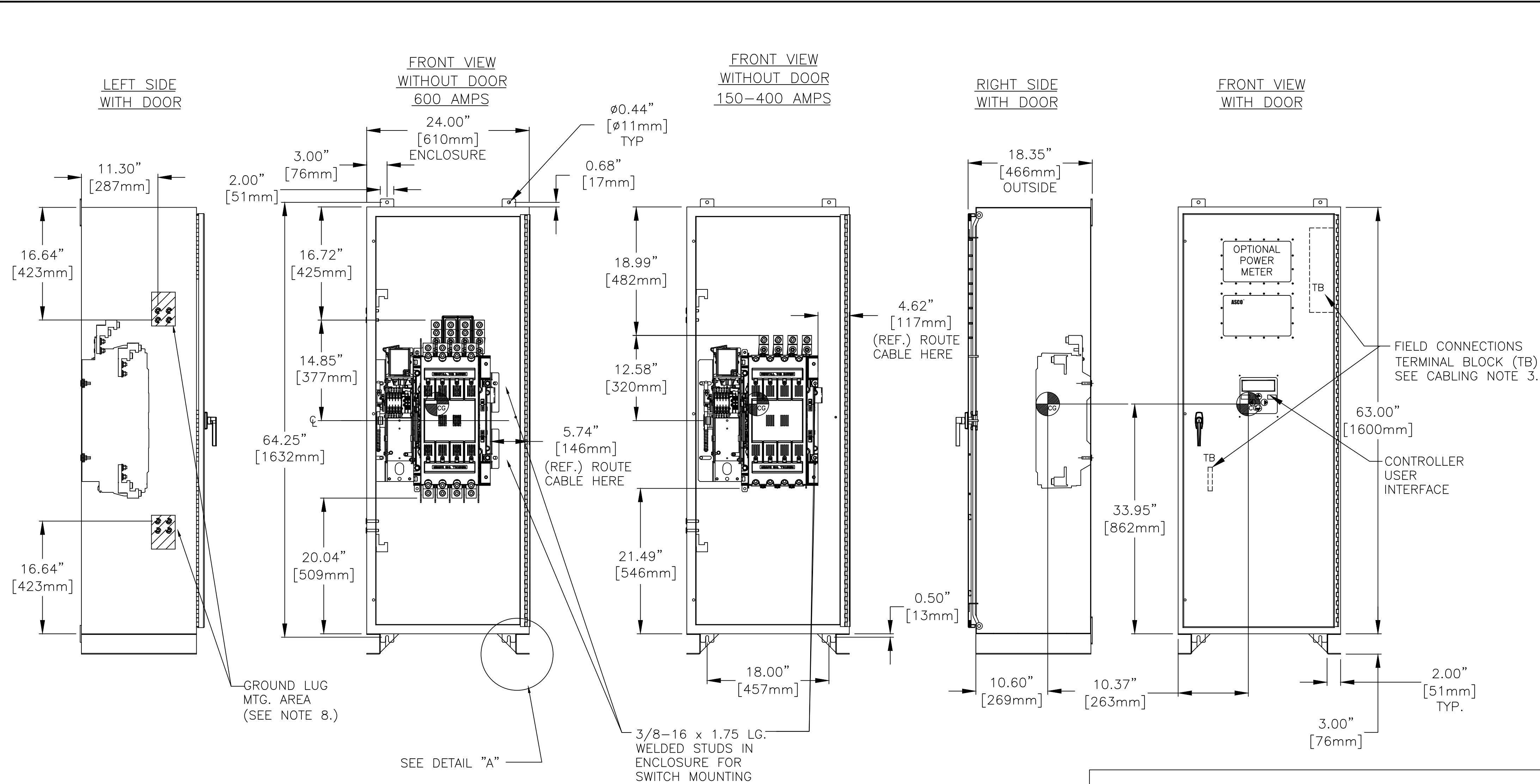
ATS SWITCH RATING (AMPS)	POLES	WEIGHTS LB (KG)
600	2	211 (96)
600	C2	N/A
600	3	215 (98)
600	C3	N/A
600	4	225 (102)

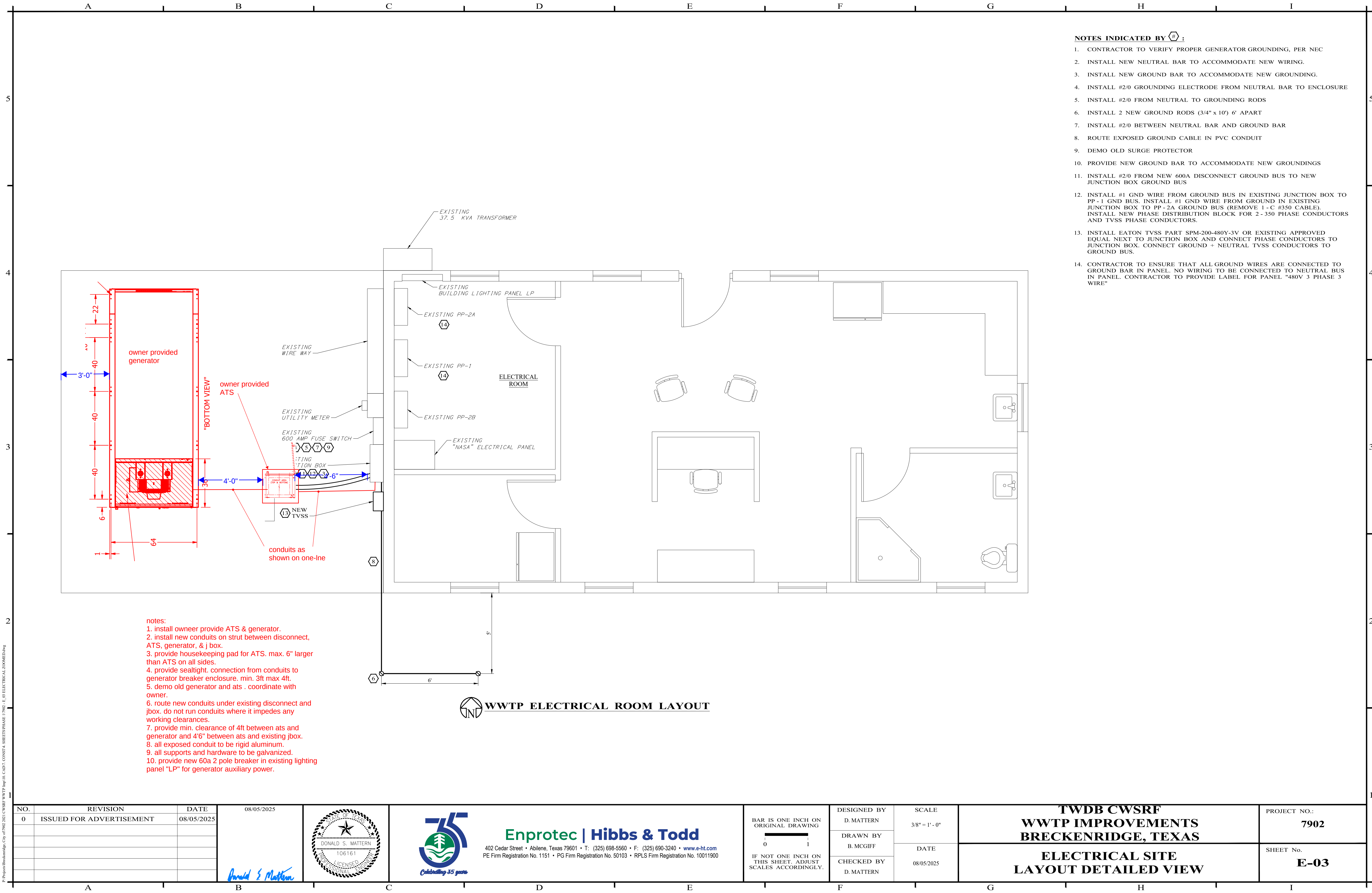
CTS/DTS SWITCH RATING (AMPS)	POLES	WEIGHTS LB (KG)
150-400	2	222 (101)
150-400	C2	N/A
150-400	3	228 (104)
150-400	C3	N/A
150-400	4	224 (102)
600	2	247 (112)
600	C2	N/A
600	3	234 (106)
600	C3	N/A
600	4	241 (109)

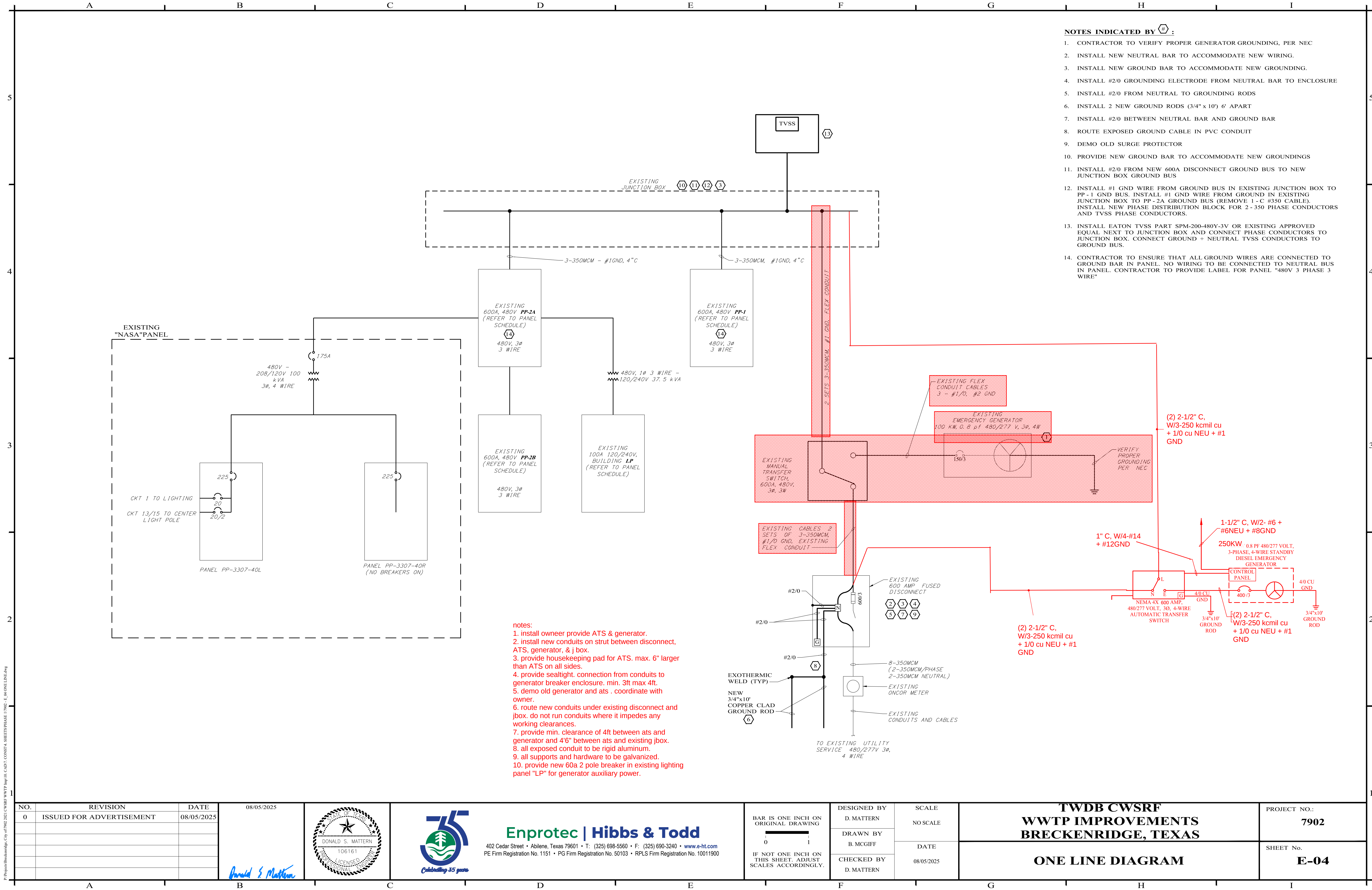
PROJECT NAME:				REV. TO SHEET	ECN NO.	BY	APP.	DATE
COMPOSITE				OUTLINE				
300 SERIES TS "J"								
J3ATS, J3NTS 600A, J3ADTS, J3NDTS 150-600 AMP				TYPE 3R/12				
DRAWN BY	DJB	DATE	11/25/13	MANUFACTURING TOLERANCES TO BE IN ACCORDANCE WITH ASCO PROCEDURE MP-I-003. FOR PLASTIC PARTS SEE MP-I-055		ASSEM. REF. NO.		COMPUTER GENERATED DRAWING
CHECKED	BK	DATE	11/25/13	PROPERTY OF ASCO POWER TECHNOLOGIES. USE PERMITTED FOR OUR WORK ONLY. ALL RIGHTS OF DESIGN OR INVENTION ARE RESERVED.		SCALE		NONE SIZE DS
PROJECT APPROVAL	BK	DATE	11/25/13			DWG. NO.		1001393-002
FINAL APPROVAL		DATE				DRAWING REV.		ECN NO. 294689 SHEET 1 OF 1

ASCO

ASCO POWER TECHNOLOGIES, LP.
FLORHAM PARK, NEW JERSEY 07932 U.S.A.







Purcell Contracting, LLC

PO Box 525
Meridian, TX 76665
Ph : 254-435-2387

Change Request

To: Brittany White
Enprotec/Hibbs & Todd, Inc.
402 Cedar
Abilene, TX 79601
Ph: 325-698-5560 Fax: 325-691-0058

Number: 2
Date: 8/13/26
Job: 2505 Breckenridge WWTP Improvements
Phone:

Description: Or-Tec Belt Press Repairs

Reason: Change in Scope

We are pleased to offer the following specifications and pricing to make the following changes:

Or-Tec Belt Press Upgrades per the quotes listed below and attached. The City of Breckenridge to provide assistance to Or-Tec technicians as needed.

Estimate No. 110488
Estimate No. 110489
Estimate No. 110490

Description	Labor	Material	Equipment	Subcontract	Other	Price
Estimate No. 110488					\$33,238.00	\$33,238.00
Estimate No. 110489					\$20,400.00	\$20,400.00
Estimate No. 110490					\$17,875.00	\$17,875.00
					Subtotal:	\$71,513.00
			Contractor's Fee	\$71,513.00	15.00%	\$10,726.95
					Total:	\$82,239.95

Please note that Purcell Contracting, LLC will require an extra 15 Weeks.

If you have any questions, please contact me at (254)435-2387.

Submitted by: Justin Lane
Purcell Contracting

Approved by: _____
Date: _____

5445 Dunham Rd
Maple Heights, OH 44137

Date	Estimate #
8/6/2026	110489

Name / Address
City of Breckenridge 105 North Rose Breckenridge, TX 76424 ATTN: Brant

Ship To
City of Breckenridge 105 North Rose Breckenridge, TX 76424

P.O. No.	Terms	Project
	Net 30	

[illegible]

Phone #	216.475.5225	parts@or-tec.com	Total	\$20,400.00
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Or-Tec Sales

5445 Dunham Rd
Maple Heights, OH 44137

Estimate

Date	Estimate #
8/6/2026	110490

Name / Address
City of Breckenridge 105 North Rose Breckenridge, TX 76424 ATTN: Brant

Ship To
City of Breckenridge 105 North Rose Breckenridge, TX 76424

P.O. No.	Terms	Project
	Net 30	

Description		Qty	U/M	Rate	Total
MII 1500 Control Panel with HMI/PLC for Breckenridge Control System Schneider Touch Screen Control panel 1. Provide complete panel assembly, wiring, and testing services. 2. Nema 12 Painted Steel Enclosure 40"x32"x12" 3. Non Fused disconnect switch with thru the door handle 4. 1hp vfd with circuit breaker for belt drive 5. Removed sludge pump controls as the customer is no longer using a sludge pump 6. 1/2 hp vfd with circuit breaker for flocculator 7. 2hp Non Reversing motor starter with MPCB for Wash pump 8. 1hp Non Reversing motor starter with MPCB for Conveyor 10. Schneider All-In-One PLC/Touch Screen* this will be a new version that replaces the magelis. 11. Power on Pilot Light 12. E-stop Pushbutton 13. 120v Control Transformer with circuit protection 14. 24vdc Power Supply with circuit breakers for PLC 15. 24vdc 10amp Power Supply with circuit breakers for tracking 16. 1 lot terminal blocks, relays and related accessories 17. Price includes ACAD drawing design and PLC program based on exisiting customers drawings and program		1		17,875.00	17,875.00
Freight - TBD		1		0.00	0.00
			E-mail		
Phone #	216.475.5225	parts@or-tec.com			Total \$17,875.00

TERMS AND CONDITIONS OF SALE

GENERAL. These Terms and Conditions of Sale (these “Terms”) are applicable to the sale of those products (the “Products”) and Services (“Services”) described in one or more written or oral Estimates, Proposals and/or Bid Proposals (each, a “Proposal”) issued by Or-Tec Sales, Ltd. (the “Company”) to the purchaser (“Purchaser”) of the Products and Services, and/or one or more written or oral purchase orders or similar forms issued by Purchaser to the Company in respect of such Products or Services (each, a “Purchase Order”). These Terms and the Proposal constitute a complete and exclusive statement of the agreement between the Company and Purchaser with respect to the Products and Services. In the event of a conflict between the terms and conditions contained in any Purchase Order or final order acknowledgement and those contained in these Terms, the terms and conditions contained in these Terms will govern. In the event of a conflict between the express terms and conditions contained in any Proposal and those contained in these Terms, the terms and conditions contained in the Proposal will govern. Purchaser’s acceptance of the Products constitutes its acceptance of these Terms and the other terms set forth in the Proposal. All Proposals and Purchase Orders are subject to the warranties, warranty disclaimer, terms and conditions appearing herein, and Purchaser agrees to be bound thereby. No modifications or additions thereto will be binding upon the Company unless expressly consented to by the Company in writing. Any conflicting warranties, terms and conditions in any Purchase Order or any document other than the Proposal are specifically rejected by the Company. Purchaser’s acceptance of these Terms and the Proposal is limited to acceptance of the express terms contained herein and therein. Any proposal by Purchaser for additional or different terms or any attempt by Purchaser to vary, in any degree, any of the terms herein or in any Proposal will not operate as a rejection of such terms. Purchaser’s proposal for additional terms will be deemed to be a proposal to materially alter the contract between the parties, and Purchaser will be deemed to have accepted such Proposal and these Terms without said additional or different terms, unless Purchaser’s acceptance of the Proposal and these Terms is expressly made conditional on the Company’s assent to such additional terms.

PRICE. All prices quoted in the Proposal are subject to change without notice at any time prior to the Company’s acceptance of Purchaser’s Purchase Order. After the Company has accepted Purchaser’s Purchase Order, prices are subject to change with notice to Purchaser to the extent that the cost of applicable raw materials (including assembled components) have substantially deviated from the indexed prices in effect as of the time at which the Company accepted the Purchase Order.

SHIPMENT; TITLE. The Company will arrange for shipment of the Products. Shipping terms for all Products is FOB shipping point, and title to the Products will pass to Purchaser at that point. Purchaser will in all events be responsible for and will bear the risk with respect to any loss or damage to the Products during transportation from the shipping point for the Products. Purchaser must pay all freight, handling, delivery, special packing and insurance charges for shipments of the Products. Choice of carrier and shipping method and route will be at the election of the Company. The Company will have the right to deliver all Products covered hereby at one time or in partial shipments from time to time, within the agreed time for delivery. All delivery dates are approximate, and the Company will not be liable for damages or costs that arise in connection with the delivery of goods after the date stated on any Proposal, Purchase Order or any other document.

LIMITATION OF LIABILITY.

EXCEPT FOR THE LIMITED WARRANTIES DESCRIBED IN THE PROPOSAL, IF ANY, THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES, NOR DOES IT WARRANT THE MERCHANTABILITY OF THE PRODUCTS OR THAT THE PRODUCTS ARE FIT FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

THE COMPANY WILL NOT BE LIABLE TO PURCHASER FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSS UNDER ANY CIRCUMSTANCES, REGARDLESS OF CAUSE AND REGARDLESS OF THE THEORY OF LIABILITY ASSERTED BY PURCHASER, WHETHER CONTRACT, TORT OR OTHERWISE. PURCHASER ACKNOWLEDGES THAT IT HAS DECIDED TO PURCHASE THE PRODUCTS BASED UPON ITS OWN ASSESSMENT OF THE PRODUCTS. IN NO EVENT WILL THE COMPANY’S LIABILITY ARISING IN CONNECTION WITH THE PRODUCTS OR SERVICES OR UNDER THESE TERMS OR ANY PROPOSAL OR PURCHASE ORDER (REGARDLESS OF CAUSE AND REGARDLESS OF THE THEORY OF LIABILITY ASSERTED BY

PURCHASER, WHETHER CONTRACT, TORT OR OTHERWISE) EXCEED THE PURCHASE PRICE FOR THE PRODUCTS AND SERVICES.

PAYMENT TERMS. Unless otherwise provided in the Proposal, Purchaser must pay the purchase price for the Products and Services within 30 days after receipt of invoice. All payments must be made in U.S. dollars, and all balances that remain unpaid more than 30 days after the date of invoice will be subject to a finance charge of 1.5% per month until paid in full. Purchaser must pay the Company’s costs of collection (including reasonable attorneys’ fees) with respect to any delinquent balance. Purchaser is responsible for any sales or use tax imposed on the sale of Products hereunder. The Company may without liability, and without notice to Purchaser, delay shipment of any Products not yet shipped while any balance owed to the Company hereunder remains unpaid.

FORCE MAJEURE. The Company will not be liable for failure to fulfill its obligations hereunder if that failure is caused, directly or indirectly, by flood, communications failure, extreme weather, fire, mud slide, earthquake, or other natural calamity, riots, civil disorders, rebellions or revolutions, acts of governmental agencies, quarantines, embargoes, malicious acts of third parties, labor disputes affecting vendors or authorized subcontractors or other events for which the Company is not responsible.

INDEMNIFICATION. Purchaser will defend, indemnify and hold the Company and its members, managers, officers and agents harmless from and against any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys’ fees) arising from or related to (i) the Products from and after the date of shipment, including to the extent arising from or related to Purchaser’s neglect or misuse of the Products, any defect in the Products resulting from Purchaser’s use of the Products, or Purchaser’s action or inaction as related to the Products, (ii) Purchaser’s breach of any of its representations or covenants contained herein, or (iii) any death, personal injury or damage to property at any Purchaser facility except to the extent caused solely and exclusively by the gross negligence or willful misconduct of the Company or its personnel.

DISPUTE RESOLUTION. Any and all legal proceedings filed between the parties relating to these Terms, the Products, the Services, or any Purchase Order must be brought in the Cuyahoga County, Ohio Court of Common Pleas, which court will be the exclusive venue for any dispute, and the parties hereby consent to and submit to the exclusive jurisdiction of such Court.

MISCELLANEOUS. These Terms may not be amended without the prior written consent of the Company. These Terms must be interpreted and enforced in accordance with the laws of the State of Ohio, without regard to the choice or conflict of law rules otherwise applicable. No waiver of any right hereunder will be effective unless in writing, and no such waiver will constitute a waiver of any other right hereunder. No assignment of these Terms or any Proposal or any amount due or to become due hereunder or thereunder will be binding upon the Company without its prior written consent. The Company may assign these Terms and any Proposal. These Terms and all Proposals will be binding upon the parties hereto and their respective successors and permitted assigns.

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