



Service Agreement – 2 YEARS

This Service Agreement ("Agreement") is made and entered into as of 3/1/26, by and between Advanced Chemical Systems (ACS), with its principal office located at 9640 South 60th St., Franklin, WI 53132 (hereinafter referred to as the "Service Provider"), and The City of Dodgeville, (hereinafter referred to as the "Client").

The contract will start on **(March 1, 2026)** and end on **(February 29, 2028)**.

Dodgeville City Hall
410 E Leffler Street
Dodgeville, WI 53533

Billing Address:

SAME

Service Address (If different than Billing):

1. Terms of Agreement

This Agreement shall be effective from 3/1/26 and will continue for a period of 24-months, unless terminated earlier pursuant to the termination provisions set forth herein. The Contract may be renewed upon written agreement of both parties.

1A. Payment Schedule

- The Client agrees to pay an **Annual** service fee of **\$2,200.00** (Two thousand two hundred and NO/100's).
- Total Sum of the 2-Year Agreement is **\$4,400.00** (Four thousand four hundred Dollars and NO/100's).
- Payment will be made in for **(8) QUATERLY** installments of:
\$550.00 (Five hundred fifty dollars and NO/100's).

1B. Invoices

- Invoices will be sent to the Client at City Hall in Dodgeville, WI. The Client agrees to make payments via check, direct transfer, or any other mutually agreed-upon method.

2. Scope of Services

ACS agrees to deliver a comprehensive water treatment chemical program and related on-site services for the Client's facility, including:

- 3 visits for system analyses during each heating
- Water Treatments and Chemistries
 - ACS Closed Loop Treatments.
 - Shipping/Handling provided by Advanced Chemical System (See Terms and Conditions).
- Replacement Filter Bags
- Administration of the closed loop treatments and replacement filter bags

3. Service Calls and Reporting

ACS will perform three (3) service calls per contract year, during which:

- All pertinent analyses of water systems will be conducted.
 - Administration of the closed loop treatments will be provided as needed per system results
 - Recommendations for chemical and operational parameters will be provided.
 - Written reports will be furnished to designated Client personnel.
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4. Performance and Adjustments

The quoted program fee is based on maintaining all treatment limits per ACS recommendations under normal load conditions. Should operating parameters change, ACS and Client will renegotiate terms in writing prior to servicing. Service Agreement price may be adjusted during contract period in response to market or service conditions. Mutual termination resulting from price modification will not result in restocking fees (below).

6. Term and Termination

This Agreement commences on the Start Date and continues until the completion of the service term, unless terminated earlier as follows:

- Either party may terminate for cause upon 30 days' written notice if the other party fails to cure a material breach.
 - Upon termination, Client will return all unopened chemical inventory (within shelf life) and ACS equipment.
 - Termination via Client will result in additional restocking fee of 25 percent to returned inventory.
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8. Liability and Force Majeure

ACS's liability under this Agreement is limited to exercising reasonable care and diligence in performing its obligations. ACS is not liable for delays or failures resulting from acts beyond its reasonable control, including but not limited to acts of God, government regulations, or facility shutdowns.

9. General Terms

- This Agreement, including ACS's standard Terms and Conditions of Sale, constitutes the entire understanding between the parties.
 - Any modifications must be made in writing and signed by both parties.
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10. Signatures

By signing below, each party acknowledges that it has read, understood, and agreed to this Service Agreement and ACS's Terms and Conditions of Sale (attached).

CLIENT: City of Dodgeville

SUPPLIER: Advanced Chemical Systems

By: _____

Printed Name

By: _____

Printed Name

Authorized Signature/Date

Authorized Signature/Date

Title: _____

Title: _____

ADVANCED CHEMICAL SYSTEMS, LLC
Terms and Conditions of Sale

Acceptance

The quoted prices are subject to acceptance within 30 days of this quotation date and may change without notice after that time. Orders received within the 30-day period will be invoiced at the quoted figure provided delivery is accepted within 6 months of ACS's receipt of the order.

Additional Costs

For any additional work beyond the scope of the services outlined in this Contract, such as emergency repairs or replacement of parts, the Client will be billed separately. The Service Provider will provide the Client with an estimate before proceeding with any additional work.

Where feeding and control equipment is proposed, the quotation includes only that equipment specifically listed. No wiring, piping, fittings or installation costs are included unless specifically noted.

Quoted prices do not include any taxes or other charges levied by the government of the United States, any State, County, or local government body. Such levies or charges, if applicable, will be assumed and remitted by Client. A tax valid tax exemption certificate may be provided by Client to ACS for exclusion.

Unless specifically quoted as included in above contract, all Advanced Chemical System's (ACS) products and equipment are F.O.B. destination, freight prepaid to any point in the Continental United States serviced by commercial truck lines. Alaska, Hawaii, Puerto Rico and all other destinations outside the continental U.S. will incur additional freight charges.

Requirements for special delivery requests such as delivery lift gate, weekend or holiday delivery, air freight, delivery within a building, etc., will be billed at cost to the customer. These additional charges will be billed separately unless included in a monthly, quarterly, or annual agreement.

Terms

Terms are net 30 days. Customers with unpaid invoices after 60 days will be subject to being placed on credit hold status until payment verification is made. Payments not received within 90 days of the due date will incur a late fee of \$150 per month until the outstanding balance is paid.

Exceptions

All orders are accepted solely on the basis of the above terms and conditions, regardless of contrary conditions set up on Buyer's purchase order, unless exceptions are clearly stated in writing and signed by an officer of ACS.

Warranty and Return

Materials sold are warranted to be free of defects in composition or workmanship. All other warranties, whether expressed or implied, are excluded unless such warranties are expressed in writing and signed by an officer of the ACS. Upon inspection and instructions by the Seller, defective materials may be returned to the Seller. If

found to be defective, such goods will be replaced or repaired by the Seller. The Seller shall not be liable for any loss or damage arising from the use of such materials, either direct or consequential. The exclusive remedy against the Seller shall be that of replacement of defective materials.

Any chemical product provided to the customer becomes the property of the customer once the chemical container is opened, or a stored chemical exceeds its expiration date. Chemical containers used in the management of the customer's water treatment systems become the property of the customer. In addition, spill residue or spill clean-up materials of chemicals accidentally or inadvertently released at the customer's facility become the property of the customer. Unopened chemicals within their expiration date may be able to be returned to ACS upon approval, however, shipping will be the responsibility of the customer and there will be a restocking charge.

Delivery and Losses

ACS will make every effort to provide the quoted materials and services promptly and, on a schedule, required by the Client and/or estimated by ACS. The Provider shall not be liable for losses either direct or consequential, caused by delays in delivery resulting from labor disputes, shortages of raw materials, inability of suppliers to deliver or perform, losses or delays or damages while in the hands of a common carrier, fire, flood, riot, insurrection, and acts of God, or any other cause beyond the control of the Seller.

Right to Cure

The client shall give ACS written notice(s) specifying any performance deficiencies and allow ACS a meaningful opportunity of no less than 30 days to correct prior actions adverse to ACS.

Insurance

ACS shall be relieved of its obligations with respect to its warranties, performance goals, cost savings or usage goals or any other commitments, in addition to any other remedies it may have in the event of Buyer's failure: (a) to operate the systems treated with ACS's Goods and all related equipment and processes ("Systems") within control parameters or, if none, within industry customary operating conditions; (b) to maintain the systems in good operation order and repair; (c) to follow ACS's recommendations or to fulfill its responsibilities for System operation; (d) to communicate to ACS hidden or not obvious system, process or equipment conditions affecting ACS's Goods or (e) to provide complete and accurate system data. In the event ACS fails to comply with any of Buyer's insurance requirements, whether imposed by contract or otherwise, Buyer shall have the right to terminate purchases from ACS and seek any other remedies available under the law.

Exceptions

All orders are accepted solely on the basis of the above terms and conditions, regardless of contrary conditions set

up on Buyer's purchase order, unless exceptions are

clearly stated in writing and signed by an officer of ACS.