

**WATER/WASTEWATER GROUP  
MES FIELD AUTHORIZATION/BUDGET AMENDMENT REQUEST**

**FA-2400**

Project Name City of Frostburg

Prepared by Mark Kaiser

Project/Cost Center 2469-0000

City of Frostburg  
(client/project)

         Service                        X   Procurement             Other

Description of work Additional cost of chemicals due to higher than normal usage and cost increase not predicted in the 5 year budget. Additional usage of chemicals due to higher demand from Lonaconing.

Additional cost of granular activated carbon exchange, last iodine test results show that the filters are at the end of life and need replaced. This is needed for Tthm HAA5 disinfection byproduct removal.

Description	Ledger Account	Spend Category	cost
3 - Stern PAC 3000 Gallon		<b>6465</b>	<b>49,765.56</b>
1 - Sodium Hypochlorite 4000 Gallon		<b>6465</b>	<b>9,623.04</b>
10 - Zinc Orthophosphate 55 Gallon Drums		<b>6465</b>	<b>6,666.00</b>
50 - Hydrodarco PAC 50 lb bags		<b>6465</b>	<b>4,980.00</b>
2 - Superfloc N-1986		<b>6465</b>	<b>3,460.26</b>
1 - Calgon Carbon GAC exchange		<b>6211</b>	<b>43,890.00</b>

Total estimated cost = **\$118,384.86**

Client authorization \_\_\_\_\_  
(Signature)

\_\_\_\_\_ (Printed Name)

Title \_\_\_\_\_

Representing \_\_\_\_\_

Date \_\_\_\_\_

date entered at HQ \_\_\_\_\_

# ORDER ACKNOWLEDGEMENT

DUPLICATE

THIS IS NOT AN INVOICE

Page 1(1)

Thank you for your order. We'll notify you once your order ships.  
Be sure to register at Univar Solutions for a wealth of product and order information!

<https://univarsolutions.com>

<b>Sold-to Address:</b> MARYLAND ENVIRO SERVICE 259 NAJOLES ROAD MILLERSVILLE MD 21108	<b>Our Order Number</b> 15146513	<b>Order Date</b> 24 Jan 2025
	<b>Your Order Number</b> PO-0072846	<b>Your Reference Number</b>
	<b>Payment Terms</b> Net 45 Days From date of Invoice	
<b>Shipping Address:</b> FROSTBURG WATER PLANT 19400 NATIONAL HWY NE FROSTBURG MD 21532	<b>Transport Mode</b> Truck	<b>Incoterms :</b> DDP Dest, Frt Prepaid
	<b>Sold-To No.</b> 834058	<b>Ship-To No.</b> 804447

Quantity	Material No.	Material Description Inco Terms	Requested Delivery Date	Quantity	Estimated Delivery Date	Pending Unit Price*	Estimated Amount USD
3,000.000 <small>30,089.816</small>	GAL LB 16140808	STERNPAC BULK NSF LIQ	06 Feb 2025	3,000.000 GAL	06 Feb 2025	0.5513 /LB	16,588.52
*-----*-----*-----*-----*-----*-----*-----*-----*-----*-----*-----*-----* <b>*The prices reflected in this sales order acknowledgement are subject to change based on the date the material is shipped.            If product(s) ordered require temperature control, additional freight charge may be reflected on the invoice.</b> *-----*-----*-----*-----*-----*-----*-----*-----*-----*-----*-----*-----*							

All credit card payments must be made within ten (10) days of the date of invoice for the order confirmed herein unless otherwise agreed to in writing by an authorized representative of Univar Solutions USA, LLC

The commodities, technology, or software ("items") supplied by Univar Solutions USA, LLC ("Univar") are subject to the Export Administration Regulations and exporting any Univar Item contrary to U.S. law is prohibited. If you are a customer in the U.S. and subsequently decide to export a Univar Item, please check the government's guidance before exporting: <http://www.census.gov/foreign-trade-aes/index/html>, <http://www.bis.doc.gov>, and <http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>.

Total Gross Weight: 30,089.816 LB Total Net Weight: 30,089.816 LB	Should you have any questions regarding this acknowledgement, please contact:  <b>GIOVANNA ESTRADA</b> CustSolNorthEast@univarsolutions.com	<b>Order Total</b> <b>USD 16,588.52</b>  <b>THIS IS NOT AN INVOICE</b>
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<b>Comments :</b>   Federal ID Number 91-1347935 The sale of the materials noted in this order confirmation / price notification is subject to the Univar Solutions USA, LLC Sales Terms and Conditions--US, a copy of which is available at <a href="http://www.univarsolutions.com/sales-terms">http://www.univarsolutions.com/sales-terms</a> or from Seller's sales office. Seller expressly rejects all terms in any ordering document by Buyer (if any), and the sale of the materials under this order is expressly conditioned on Buyer's acceptance of the aforementioned Seller's terms and conditions.	Print Date 27 Jan 2025
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## UNIVAR SOLUTIONS USA LLC STANDARD TERMS AND CONDITIONS OF SALE

1. **EXCLUSIVE TERMS.** The offer is expressly conditioned upon Buyer's acceptance of all the terms and conditions contained herein. The Agreement formed by Buyer's acceptance of the offer and these terms and conditions is the exclusive contract between Buyer and Seller and may not be altered or amended, nor its terms waived, except in writing, signed by an authorized representative of the party to be bound thereby. Acceptance or acknowledgment of purchase order forms or other similar forms containing provisions different from, or deletions or additions to, the terms of this Agreement are hereby rejected and shall not be binding on Seller. Buyer shall not assign its rights or delegate its duties under this Agreement, in whole or in part, without prior written consent of Seller. Specific terms in Seller's offer shall prevail to the extent they conflict with terms below. The offer is subject to change without notice until actual receipt of its acceptance.
2. **PRICE.** Quoted prices are based upon present taxes (other than sales taxes), freight rates, United States Tariff classifications and import duties. Buyer shall pay any increased costs resulting from such changes or from Buyer's selection of means of transportation. Buyer shall reimburse Seller for all taxes or other charges by any national, state or municipal government upon the sale, use, production, or transportation of Product which Seller is required to pay.
3. **PRICE ADJUSTMENTS.** Seller may adjust Product prices at any time. Buyer may suspend orders immediately upon notice of a price increase. In the event price protection is stated in a written agreement between the parties, Seller may temporarily suspend such Product's price protection in extraordinary market conditions as determined by Seller in its discretion. Seller shall reinstate the Product's price protection upon Seller's determination that the market condition for the Product is no longer extraordinary.
4. **PAYMENT.** Payment terms are net 30 days from date of invoice. Past due balances are subject to a late payment charge of 1 1/2% per month, or the maximum amount permitted by applicable law, whichever is less. Buyer shall pay all charges, costs and legal fees incurred in collecting amounts owed.
5. **CONTAINERS.** Seller retains ownership of all returnable containers. Buyer may use the containers only for the storage of original contents. Buyer shall return the containers to Seller empty and in good condition within 90 days from the date of delivery. Buyer shall pay a deposit on all returnable containers. Seller shall credit the deposit, less handling fee, to Buyer's account if Buyer returns the containers F.O.B. Seller's return point in good condition within 90 days. If not returned within 90 days, Seller may reject the containers and retain the full amount of the deposit.
6. **TITLE AND RISK OF LOSS.** Title and risk of loss for Products transfers to Buyer at Seller's shipping point, unless Products are shipped in Seller's vehicles in which case title and risk of loss transfers to Buyer when the vehicle first enters Buyer's property. Buyer shall unload railroad tank cars within 48 hours (Sundays and holidays excepted).
7. **MEET OR RELEASE.** If during the period covered by this Agreement, Buyer receives a bona fide offer to purchase Product qualifying as US origin goods under NAFTA of equal quality and quantity on the same terms and conditions as those herein, and Buyer has provided Seller with written evidence satisfactory to Seller of such offer, Seller will either: (i) meet such other offer during the time in which it continues, or (ii) permit Buyer to purchase the Product from such seller during such time and deduct the quantities purchased pursuant to such other offer from the quantity specified on the face hereof.
8. **WARRANTY.** Seller warrants that Seller branded Products conform to Seller's published specifications at the time of delivery. Seller warrants that services provided by Seller will be consistent with Seller's standard specifications or, if none, with Seller's standard practices. Buyer acknowledges that Seller acts as a distributor for Products not branded by Seller (Resale Products) and that matters relating to the quality of the Products are not within Seller's control. Accordingly, SELLER MAKES NO WARRANTIES WHATSOEVER CONCERNING RESALE PRODUCTS. THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES EXPRESS OR IMPLIED. SELLER EXPRESSLY EXCLUDES WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.
9. **REMEDIES.** Seller's liability for nonconforming Products is exclusively limited, at Seller's option, to replacement of the defective Products or refund of the purchase price of such Products. Seller's liability for any defective or negligent service is limited to Seller re-performing the service or a refund of an amount not to exceed the amount paid for the service, or, if the services were provided free of charge, to pay an amount not to exceed the amount paid for the Products to which the services related in the 12 months prior to the event of the liability.
10. **LIMITATION ON LIABILITY.** IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES FROM ANY CAUSE OR FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF WHETHER THE CLAIM ARISES FROM ACTUAL OR ALLEGED BREACH OF WARRANTY, INDEMNIFICATION, BREACH OF CONTRACT, PRODUCT LIABILITY, CONTRIBUTION OR ANY LEGAL THEORY AND IN NO EVENT WILL SELLER BE LIABLE FOR LOST PROFITS, COSTS OR LOSSES NOT ASSOCIATED WITH DIRECT PHYSICAL DAMAGE TO PROPERTY FOR ANY CLAIMS MADE UNDER OR RELATED TO THIS AGREEMENT. IN NO EVENT SHALL SELLER'S LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCTS THAT ARE THE SUBJECT OF THIS AGREEMENT FOR ANY CLAIMS MADE UNDER OR RELATED TO THIS AGREEMENT.
11. **INDEMNITY.** Buyer agrees to defend, indemnify and hold Seller, its officers, directors, agents, and employees harmless from all claims, demands, actions and causes of action relating to personal injury or property damage to third parties, including attorney's fees and actual costs ("Claims") incurred as a result thereof, to the extent of its negligence or arising after delivery of the Products to Buyer. Seller agrees to defend, indemnify and hold Buyer, its officers, directors, agents, and employees harmless from Claims to the extent of its negligence.
12. **CLAIMS.** Any claim for shortage or non conforming Products must be made in writing to Seller within 30 days after Buyer's receipt of the Product. Any claim for non-delivery of Product must be made within 30 days after the date upon which the Product was to be delivered. As to any claim not reasonably discoverable within such 30 day period (including claims discoverable only in processing, further manufacture, other use or resale), such claim must be in writing and received by Seller within 180 days after Buyer's receipt of the Products. Failure of Seller to receive written notice of any such claim within the applicable time period shall be deemed an absolute and unconditional waiver by Buyer of such claim. Products may not be returned without Seller's permission and transportation for return will not be paid by Seller unless authorized in advance. Amounts owing to or payable by either party under this Agreement shall be deemed finally reconciled on the first anniversary of the final delivery under this agreement and any outstanding rights of either party to receive overpayments or under payments including rights to unclaimed credits or refunds shall expire on such date.
13. **FORCE MAJEURE.** Seller is not liable for nonperformance or delay in performance caused by circumstances beyond Seller's control ("Force Majeure Event"). A Force Majeure Event includes, without limitation, (a) acts of God, war, riots, fire, explosions, floods, strikes, lockouts, injunctions, accidents, Product short supply, unforeseen shutdown of major sources of supply, breakage of machinery or apparatus, or national emergency, (b) Seller's inability to obtain at prices Seller deems in its discretion to be commercially reasonable, the Product, fuel, power, raw materials, labor, containers or transportation facilities, (c) the occurrence of any unforeseeable contingency making performance impracticable, or (d) compliance in good faith with any applicable governmental statute, regulation, or order. Any delivery so suspended shall be cancelled without liability, but this Agreement shall otherwise remain unaffected. This section does not apply to payment obligations.
14. **QUANTITY.** Seller is not obligated to deliver in any month more than a proportionate part of the maximum quantity specified, determined by dividing such maximum quantity by the total number of months included in the period of this Agreement. When in the opinion of Seller there is a period of shortage of supply of said products for any reason, Seller may allocate its available supply among any or all of its various customers upon such basis as it shall deem fair and practicable, with no liability on its part for failure to deliver the quantity or any portion therein specified.
15. **PRODUCT STEWARDSHIP.** Buyer agrees that Products will be used, handled, stored, transported and disposed of in such a manner as is necessary for the safety and protection of persons, property and the environment, and in accordance with the manufacturer's recommendations and applicable laws and regulations. Buyer agrees to instruct its employees with respect to, and to make certain that they know and understand, procedures necessary to enable them to comply with the requirements set forth herein and make certain that they are adequately trained in the use, handling, storage, transportation and disposition of the Products. Buyer further agrees to deliver the most recent edition of Product literature, including SDSs, to its employees and customers and to maintain a written record of such deliveries. Buyer shall only sell to those who can handle, use, store, transport and dispose of Products safely.
16. **TERM AND TERMINATION.** The Term is for the period stated in the Agreement or, if none, continues until terminated by either party on 30 days written notice. This Agreement and any order or delivery may be terminated or suspended (a) by either party if any proceeding under bankruptcy is brought by or against the party, (b) by a party if the other party defaults in its material obligations and such default is not cured within a reasonable time if such default is curable, or (c) by Seller if it has reason to doubt the ability or willingness of Buyer to pay for the Products.
17. **ARBITRATION.** The parties will submit any dispute related to this Agreement to arbitration in Seattle, Washington before one arbitrator under the American Arbitration Association's Commercial Arbitration Rules. A party may seek interim relief from any court having jurisdiction without waiving any remedy under this Agreement. The arbitrator may not award punitive damages or other damages not measured by actual damages, or limit, expand or otherwise modify the terms of this Agreement. A party may enter a judgment on an award in any court having jurisdiction. The prevailing party is entitled to an award of reasonable attorney fees. This Agreement is governed by the laws of the state of Washington.



# INVOICE

ORIGINAL  
Page 1(1)

Remittance Instructions Below.	Invoice Number 52730627	Invoice Date 22 Jan 2025	Due Date 08 March 2025
	P.O.Number 0072565	Payment Terms Net 45 Days	Payer Number 834058
	Shipped From MIDDLETOWN EMAUS ST PLANT BLK	Sales Order Num / Univar PO Num 15123779 / 4527398254	Bill-To Number 834058
Release Number	Bill of Lading Number KCC02SDH0022018	Incoterms : DDP Dest, Frl Prepaid	Ship-To Number 804447

**Billing address**  
MARYLAND ENVIRO SERVICE  
259 NAJOLES ROAD  
MILLERSVILLE MD 21108

**Shipping address**  
FROSTBURG WATER PLANT  
19400 NATIONAL HWY NE  
FROSTBURG MD 21532

Qty.	UoM	Material Number	Material Description	Batch Number	Billing Qty	UoM	Unit Price	Amount USD
4,009.600	GAL	16181059	SOD HYPO 12.5% KUEHNE BULK NSF LIQ		4,009.600	GAL	2.4000	9,623.04

Should you have any questions regarding this invoice, please contact  GIOVANNA ESTRADA at	Customer Solutions 1-800-531-7106 Option 1	<b>Invoice Total :</b> USD	<b>9,623.04</b>
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<b>Pay Online</b> Sign in or register on <a href="http://www.univarsolutions.com/invoices">www.univarsolutions.com/invoices</a> <b>Remit to</b> 62190 Collections Center Drive Chicago IL 60693-0621	<b>ACH Electronic Funds Transfer</b> Univar Solutions USA Bank of America, National Association Account Number:4427142686 BOFA Routing Number:111000025	<b>WIRE Transfer International</b> Univar Solutions USA Bank of America, National Association Account Number:4427142686 Routing Number DOM. WIRES: 026009593 SWIFT Code INTL. WIRES: BOFAUS3N
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Please refer to the invoice number on the remittance.  
**Please return remittance advice with payment or email to: [cashapps@univarsolutions.com](mailto:cashapps@univarsolutions.com)**  
Please report disputed invoices within 10 days of receipt; Payment terms on undisputed invoices remain as listed

**Comments:**

Federal ID number 91-1347935  
The terms and conditions of this sale are set forth at <http://www.univarsolutions.com/sales-terms>

Print date 25 Jan 2025

# INVOICE

Remittance Instructions Below.	<b>Invoice Number</b> 52735260	<b>Invoice Date</b> 27 Jan 2025	<b>Due Date</b> 13 March 2025
	<b>P.O.Number</b> 0074126	<b>Payment Terms</b> Net 45 Days	<b>Payer Number</b> 834058
	<b>Shipped From</b> ALTOONA SUGAR RUN RD PLANT PKG	<b>Sales Order Num</b> 15086934	<b>Bill-To Number</b> 834058
<b>Release Number</b>	<b>Bill of Lading Number</b> 6600979909	<b>Incoterms</b> : DDP Dest, Fri Prepaid	<b>Ship-To Number</b> 804447

**Billing address**  
MARYLAND ENVIRO SERVICE  
259 NAJOLES ROAD  
MILLERSVILLE MD 21108

**Shipping address**  
FROSTBURG WATER PLANT  
19400 NATIONAL HWY NE  
FROSTBURG MD 21532

Qty.	UoM	Material Number	Material Description	Batch Number	Billing Qty	UoM	Unit Price	Amount USD
5	DR	16147401	CARUS 3190 DR400 NSF LIQ	7787922501	1,650	LB	2.0200	3,333.00

Should you have any questions regarding this invoice, please contact  GIOVANNA ESTRADA at	Customer Solutions 1-800-531-7106 Option 1	<b>Invoice Total :</b> USD	<b>3,333.00</b>
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<b>Pay Online</b> Sign in or register on <a href="http://www.univarsolutions.com/invoices">www.univarsolutions.com/invoices</a> <b>Remit to</b> 62190 Collections Center Drive Chicago IL 60693-0621	<b>ACH Electronic Funds Transfer</b> Univar Solutions USA Bank of America, National Association Account Number:4427142686 BOFA Routing Number:111000025	<b>WIRE Transfer International</b> Univar Solutions USA Bank of America, National Association Account Number:4427142686 Routing Number DOM. WIRES: 026009593 SWIFT Code INTL. WIRES: BOFAUS3N
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Please refer to the invoice number on the remittance.  
Please return remittance advice with payment or email to: [cashapps@univarsolutions.com](mailto:cashapps@univarsolutions.com)  
Please report disputed invoices within 10 days of receipt; Payment terms on undisputed invoices remain as listed

<b>Comments:</b>
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Federal ID number 91-1347935 The terms and conditions of this sale are set forth at <a href="http://www.univarsolutions.com/sales-terms">http://www.univarsolutions.com/sales-terms</a>	Print date 28 Jan 2025
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# INVOICE

ORIGINAL  
Page 1(1)

Remittance Instructions Below.	<b>Invoice Number</b> 51845815	<b>Invoice Date</b> 12 Feb 2024	<b>Due Date</b> 28 March 2024
	<b>P.O.Number</b> REQ 0061944	<b>Payment Terms</b> Net 45 Days	<b>Payer Number</b> 834058
	<b>Shipped From</b> ALTOONA SUGAR RUN RD PLANT PKG	<b>Sales Order Num</b> 14193053	<b>Bill-To Number</b> 834058
<b>Release Number</b>	<b>Bill of Lading Number</b> 6600776993	<b>Incoterms</b> : DDP Dest, Fri Prepaid	<b>Ship-To Number</b> 804447

**Billing address**  
 MARYLAND ENVIRO SERVICE  
 259 NAJOLES ROAD  
 MILLERSVILLE MD 21108

**Shipping address**  
 FROSTBURG WATER PLANT  
 19400 NATIONAL HWY NE  
 FROSTBURG MD 21532

Qty.	UoM	Material Number	Material Description	Batch Number	Billing Qty	UoM	Unit Price	Amount USD
50	BAG	16140057	HYDRODARCO B BAG111 Product of: US	5385560	2,000	LB	2.4900	4,980.00

Should you have any questions regarding this invoice, please contact	<b>Invoice Total :</b> USD	4,980.00
DIANE CHISLOCK at 215-337-6204	Customer Solutions 1-800-531-7106 Option 1	

<b>Pay Online</b> Sign in or register on <a href="http://www.univarsolutions.com/invoices">www.univarsolutions.com/invoices</a> <b>Remit to</b> 62190 Collections Center Drive Chicago IL 60693-0621	<b>ACH Electronic Funds Transfer</b> Univar Solutions USA Bank of America, National Association Account Number:4427142686 BOFA Routing Number:111000025	<b>WIRE Transfer International</b> Univar Solutions USA Bank of America, National Association Account Number:4427142686 Routing Number DOM. WIRES: 026009593 SWIFT Code INTL. WIRES: BOFAUS3N
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Please refer to the invoice number on the remittance.  
**Please return remittance advice with payment or email to: [cashapps@univarsolutions.com](mailto:cashapps@univarsolutions.com)**  
 Please report disputed invoices within 10 days of receipt; Payment terms on undisputed invoices remain as listed

**Comments:**

Federal ID number 91-1347935  
 The terms and conditions of this sale are set forth at <http://www.univarsolutions.com/sales-terms>

Print date 13 Feb 2024



# INVOICE

ORIGINAL  
Page 1(1)

Remittance Instructions Below.	Invoice Number 52259934	Invoice Date 18 Jul 2024	Due Date 01 Sep 2024
	P.O.Number 0068708	Payment Terms Net 45 Days	Payer Number 834058
	Shipped From ALTOONA SUGAR RUN RD PLANT PKG	Sales Order Num 14678030	Bill-To Number 834058
Release Number	Bill of Lading Number 6600870859	Incoterms : DDP Dest, Frt Prepaid	Ship-To Number 804447

**Billing address**  
 MARYLAND ENVIRO SERVICE  
 259 NAJOLES ROAD  
 MILLERSVILLE MD 21108

**Shipping address**  
 FROSTBURG WATER PLANT  
 19400 NATIONAL HWY NE  
 FROSTBURG MD 21532

Qty.	UoM	Material Number	Material Description	Batch Number	Billing Qty	UoM	Unit Price	Amount USD
1	DR	16147109	SUPERFLOC N-1986 DR400 NSF LIQ Product of: US	1N00204584	465	LB	3.7207	1,730.13

Should you have any questions regarding this invoice, please contact	<b>Invoice Total :</b> USD 1,730.13
DIANE CHISLOCK at 215-337-6204	Customer Solutions 1-800-531-7106 Option 1

<b>Pay Online</b> Sign in or register on <a href="http://www.univarsolutions.com/invoices">www.univarsolutions.com/invoices</a> <b>Remit to</b> 62190 Collections Center Drive Chicago IL 60693-0621	<b>ACH Electronic Funds Transfer</b> Univar Solutions USA Bank of America, National Association Account Number:4427142686 BOFA Routing Number:111000025	<b>WIRE Transfer International</b> Univar Solutions USA Bank of America, National Association Account Number:4427142686 Routing Number DOM. WIRES: 026009593 SWIFT Code INTL. WIRES: BOFAUS3N
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Please refer to the invoice number on the remittance.  
**Please return remittance advice with payment or email to: [cashapps@univarsolutions.com](mailto:cashapps@univarsolutions.com)**  
 Please report disputed invoices within 10 days of receipt; Payment terms on undisputed invoices remain as listed

**Comments:**

Federal ID number 91-1347935  
 The terms and conditions of this sale are set forth at <http://www.univarsolutions.com/sales-terms>

Print date 19 Jul 2024



# Activated Carbon Scope for Frostburg, MD

**Calgon Carbon Corporation**

3000 GSK Drive,

Moon Township, PA 15108

**Date:** 1/20/2025

**Job Title:** F300 Exchange

**Job Location:** Frostburg, MD

Product	Quantity	Unit Price	Total Price
F300	19,000lbs	\$2.31/lb	\$43,890.00

## Items Included

- Product: F300 Bulk
- Quantity: 19,000lbs
- Scope: Pricing for the 2025 full exchange of 19,000lbs of F300 for Frostburg, MD.


## Items NOT Included

- Any applicable taxes not included.



 **Schedule**

- Delivery: To be determined upon receipt of a purchase order.

 **Special Terms & Conditions**

1. Unless otherwise noted, or until other Terms and Conditions are provided, this offer is made only under Calgon Carbon Corporation's Terms and Conditions for the Sale of Carbon and Media.
2. Pricing provided is exclusive of any sales tax.
3. Scope of Supply/Pricing does not include any payment or performance bonds. Costs for any such bond (if necessary or requested by the buyer) will be added to the quoted pricing.
4. Upon acknowledgement of any purchase order, the buyer will be requested to complete a Credit Application and provide Tax Exemption Documentation.
5. The quoted price is valid until 3/31/2025.

**For more information or to place an order, contact:**

---

**Zac Cronin**

**Calgon Carbon Corporation - A Kuraray Company**

**Inside Sales Rep - Drinking Water Solutions**

Zachary.cronin@Kuraray.com

412-932-7709



## Terms and Conditions for the Sale of Carbon and Media

### 1) DEFINITIONS:

- (a) Seller: Calgon Carbon Corporation or its applicable subsidiary or affiliate
- (b) Buyer: The buyer named in the Documentation
- (c) Documentation: The proposal, confirmation, acknowledgement or other contract, as applicable, for the sale of the Products to which these Terms and Conditions are attached
- (d) Goods: Any carbon cloth, carbon, resin, diatomaceous earth, and/or perlites sold pursuant to the terms of the Documentation
- (e) Products: The Goods and services, collectively, described in the Documentation
- (f) Agreement: The Documentation, these Terms and Conditions and any attachments referenced in the Documentation

**2) GENERAL:** Seller hereby offers for sale to Buyer the Products on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. To the extent of a conflict between these Terms and Conditions and the express terms set forth in the Documentation, the terms set forth in the Documentation shall control. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions set forth herein differ from the terms in any document issued by Buyer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. In ordering and delivery of the Products, the parties may employ their standard forms; provided, however, that nothing in those forms shall be construed to modify or amend the terms of this Agreement. In the event of a conflict between this Agreement and either party's standard forms, this Agreement shall govern.

**3) PRICE AND PAYMENT:** The price shall be as stated in the Documentation. Unless otherwise stated in the Documentation: (a) The price is exclusive of any taxes, tariff, and duties of any kind which either party may be required to pay with respect to the sale of goods described in the Documentation, and Buyer shall be responsible for the payment of all taxes, tariffs and duties related hereto, except for income taxes imposed on Seller; (b) Sales tax will be added to the price based upon the Product destination unless tax exemption or direct pay documentation is provided; (c) Products will be billed for at the time of delivery; and (d) Payment terms shall be net thirty (30) days, or net forty-five (45) days if paid by Electronic Funds Transfer (EFT). A late payment fee of 1.25% per month, or the highest lawful rate, whichever is less, will apply to all amounts past due, and will be prorated per day. Retainage may only be applied on the final invoice. Buyer agrees that Seller, at its discretion, may accelerate and make due and payable all remaining payments if Buyer shall fail to perform any of its obligations hereunder or under the Documentation, including without limitation Buyer's failure to pay any amount when due, subject to any applicable cure periods provided for herein.

### 4) PRICING CONDITIONS:

(a) Unless otherwise indicated within the Documentation, all pricing quoted in connection with the Documentation is valid for purchase for a sixty (60) day period beginning with the date of the Documentation.

(b) If this Agreement shall continue into the next calendar year, the fees payable pursuant hereto will be adjusted on January 1st of such calendar year as outlined in the Documentation; provided that if the Documentation is silent, the mechanism set forth in Section 4(c) below will apply.

(c) If the Documentation is silent regarding the mechanism for adjustment of fees, the fees will be adjusted on January 1<sup>st</sup> of such calendar year by the annual percentage change in the combined average of two Producer Price Indices, as published by the United States Department of Labor: (i) Producer Price Index of other Petroleum and Coal Products Manufacturing, and (ii) Producer Price Index of Basic Organic Chemicals. The percent adjustment shall be calculated by taking the percent difference for each index during the twelve month period from January 1st through December 31st of the last completed calendar year as compared to the twelve month period from January 1st through December 31st of the calendar year immediately preceding the last completed calendar year. These two percentages will then be averaged for calculating the final percent increase to which all Goods will be subject. If the calculation would result in a negative adjustment, no changes shall be made for such year.

**5) SALE AND DELIVERY:** Sale terms and pricing, unless otherwise specified in the Documentation, are F.O.B. Seller's point of shipment (Incoterms® 2020). If freight is to be prepaid by Seller and added to the amount due, Seller shall add up to a thirty-five percent (35%) surcharge to the freight charges. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of

any Product in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder or under any other outstanding payment obligations of Buyer to Seller, whether related to the Documentation or otherwise.

**6) TITLE AND RISK OF LOSS:** Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of any Goods in transit pursuant to Section 5 above, title to and risk of loss of the Goods will pass to Buyer upon delivery of the Goods by Seller to the carrier at Seller's point of shipment. Notwithstanding the foregoing or the provisions of the Uniform Commercial Code or Incoterms® 2020, if Buyer is located outside of the United States of America, title to the Goods, and all accessions to or products of the Goods, shall remain with Seller until the later of (a) payment in full of the purchase price and of other amounts owing by Buyer and (b) delivery to Buyer.

**7) AVAILABILITY:** Shipment dates (and delivery and installation dates, if included in the scope of work) are not guaranteed, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. If any delivery is delayed for more than thirty (30) days beyond the originally scheduled delivery date and such delay is caused by Buyer, Buyer will be subject to storage charges from the scheduled shipment date of two percent (2%) of the sale price per month; and such storage charge shall be due monthly on the first day of each month. Storage by Seller shall be at Buyer's risk and expense.

### 8) SERVICES:

(a) All orders which include services (including installation, supervision, startup, training, testing, etc.) as stated in the Documentation will require the completion of the Pre-Visit Checklist and Service Request Form prior to scheduling the visit. If there are delays, cancellations, or failures by Buyer to meet service personnel at designated times, then fees will be assessed to the customer at Seller's then-applicable per hour rate for each hour of delay for each person. For domestic or international travel, additional fees will apply.

(b) Buyer shall make the premises, where services are to be performed (the "Premises"), available to Seller at all reasonable times as Seller may request, such that Seller shall be able to perform the services in a timely manner. Buyer shall bear all risk and liability associated with its inability to make the Premises available to Seller to perform the services. Prior to the commencement of services, Buyer shall ensure that the Premises are in good repair and in safe condition, and shall notify Seller of any dangerous, unsafe or hazardous conditions associated with the Premises, such that Seller can take the appropriate safeguards. Prior to the commencement of any work, Buyer shall notify Seller of any special workplace requirements, safety standards, operating procedures or other conditions imposed on persons performing work at the Premises.

(c) Any spent activated carbon covered by this Agreement will be subjected to reactivation acceptance testing by Seller as described in Seller's Guidelines for Return for Reactivation of Granular Activated Carbon, which Seller may update from time to time in its sole discretion. Buyer will provide any information required by Seller relative to evaluating carbon acceptance. Seller reserves the right to reject any and all activated carbon if, in its judgment, it is unsuitable for reactivation. Further, Seller will periodically retest the spent activated carbon to assure it remains acceptable for reactivation and that it does not contain constituents that were not in the carbon acceptance sample and/or Adsorbate Profile Document. Seller reserves the right to apply a surcharge for reactivation of spent carbon with quality that creates excessive corrosion, slagging,

exothermic reactions, or other operational problems including lower furnace operating rates. If the spent activated carbon becomes unacceptable for reactivation, disposal of the carbon will be the responsibility of Buyer. Seller reserves the right to reactivate the spent carbon at any of its reactivation facilities where carbon acceptance exists.

**9) PERMITS, LICENSES AND FEES:** Buyer shall be responsible, at its sole expense, for all environmental permits, applications, regulatory approvals, and other permits or licenses that may be required for installation and/or operation of the Products.

**10) TERMINATION:** Seller may cancel this Agreement if any of the following occurs: (a) Buyer becomes insolvent; (b) Buyer ceases to conduct its operations in the normal course of business; (c) Buyer is unable to meet its obligations as they mature, or admit in writing such inability or fails to provide adequate assurances of its ability to perform its obligations hereunder; (d) Buyer files a voluntary petition in bankruptcy; (e) Buyer suffers the filing of an involuntary petition in bankruptcy and the same is not dismissed within thirty (30) days after filing; (f) a receiver, custodian or trustee is appointed for Buyer or for a substantial part of its property; (g) Buyer fails to make payment on the terms and within the time specified in this Agreement, or breaches any other obligations under this Agreement; or (h) Buyer executes an assignment for the benefit of its creditors. In the event of such cancellation, Seller shall have all rights and remedies set forth in the Uniform Commercial Code of any applicable jurisdiction and all other remedies available at law or in equity. Sections 2, 10, 11, 12, 14, 15, 16, 18, 19 and 20 shall survive termination or expiration of this Agreement.

**11) LIMITED WARRANTIES:**

(a) Unless otherwise specifically provided for in the Documentation, Seller warrants that all Products provided under this Agreement shall, at the time of delivery, conform to Seller's then-applicable specifications for such Products. Seller shall correct (by replacement of Goods or reperformance of services) any failure to conform to the foregoing warranty of which it is notified in writing within ninety (90) days from delivery. Any Goods removed in connection with such replacement may be reactivated or disposed of at Seller's sole discretion.

**(b) THE OBLIGATIONS CREATED BY THIS WARRANTY TO REPAIR OR REPLACE DEFECTIVE GOODS OR TO PROVIDE CORRECTIVE SERVICES SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF DEFECTIVE GOODS OR SERVICES. THERE ARE NO WARRANTIES MADE WITH REGARD TO THE PRODUCTS OTHER THAN THOSE CONTAINED IN THIS SECTION. ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.**

(c) The sale of any Products pursuant to this Agreement does not include any license, express or implied, to practice any intellectual property owned or licensed by any third party. Buyer agrees not to use the Products for any patented use not set forth expressly in this Agreement, absent a separate license from the holder of such patent. Additionally, Buyer agrees not to resell or sublicense the use of Products for any use not expressly granted hereunder. Any warranty obligations do not apply to any specific use of the Products, application of the Products, modification of the Products, or combination of the Products with any product manufactured by any third party. Seller, except as noted herein, does not and will not warrant, indemnify, or in any other way share responsibility for Buyer's use, application, modification, or combination of the Products.

**12) LIMITATION OF LIABILITY:** Notwithstanding any provision to the contrary herein, except with respect to a breach of the confidentiality obligations set forth in Section 15 hereof, the parties hereto agree that in no event shall either party be liable to the other party for any indirect, special, consequential, incidental or punitive damages, or lost profits, as a result of a breach of any provision of this Agreement or for any other claim of any kind arising out of or relating to this Agreement, whether in contract, in tort or otherwise. Notwithstanding any provision to the contrary herein, for all losses, damages, liabilities or expenses (including attorney's fees and costs), whether for indemnity or negligence, including errors, omissions or other acts, or willful misconduct, or based in contract, warranty (including any costs and fees for repairing, replacing or re-

performing services or curing a breach hereof), or for any other cause of action (individually, a "Claim"; collectively, "Claims"), Seller's liability, including the liability of its insurers, employees, agents, directors, and officers and all other persons for whom Seller is legally responsible, shall not, to the maximum extent permitted by law, exceed in the cumulative aggregate with respect to all Claims arising out of or related to this Agreement, the lesser of (a) the total amount of compensation paid to Seller hereunder, and (b) One Million Dollars (\$1,000,000). All Claims of whatsoever nature shall be deemed waived unless made in writing within ninety (90) days of the occurrence giving rise to the Claim. Moreover, any failure of Buyer to notify Seller of unsatisfactory operation or any improper or unauthorized installation, maintenance, use, repair, or adjustment shall relieve Seller of any further responsibilities hereunder.

**13) FORCE MAJEURE:** Notwithstanding any provision to the contrary herein, Seller shall have no liability to Buyer or its affiliates, and shall have the right to suspend performance (including, without limitation, shipments) hereunder, in the event of war, riot, terrorism, accident, explosion, sabotage, flood, acts of God, fire, court order, strike, labor disturbance, work stoppage, national defense requirements, act of governmental authority, pandemic, epidemic, extraordinary failure of equipment or apparatus, inability to obtain electricity or other type of energy, raw material, labor, equipment or transportation, or other causes beyond Seller's reasonable control. It is understood and agreed that settlement of strikes, lockouts and other labor disputes shall be entirely within the discretion of Seller and that nothing in this Agreement shall require the settlement of strikes, lockouts and labor disputes when such course is inadvisable in the sole discretion of Seller.

**14) EXPORT CONTROLS:** Buyer acknowledges that the Products and related technology are subject to U.S. export control and economic sanctions laws and regulations, which may include the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR) and regulations promulgated by the U.S. Department of the Treasury Office of Foreign Assets Control (OFAC). Buyer further acknowledges that the re-export of the Products and/or related technology to a third country or retransfer to an unapproved end user may require a license or other authorization from the Government of the United States. Such licenses or other authorizations may impose further restrictions on the re-export or retransfer of the Products and/or related technology. U.S. law also restricts the re-export or retransfer of U.S.-origin goods, technology, or services to countries or persons subject to U.S. sanctions or embargoes. Buyer represents and warrants that it is in compliance with and agrees to comply with all such applicable export control and economic sanctions laws and regulations. It is the sole responsibility of Buyer to apply for and obtain any necessary licenses or other authorizations prior to any re-export or retransfer of the Products and/or related technology. Seller makes no warranty that any such licenses or other authorizations will be granted, and shall have no liability for Buyer's inability to obtain such licenses or other authorization or for any violation by Buyer of any applicable export control and/or economic sanctions laws and regulations. Buyer will indemnify Seller and hold it harmless from any liability resulting from Buyer's violation of this provision or applicable export laws or regulations. Notwithstanding any other provision in this Agreement, Seller shall have the right to terminate this Agreement immediately upon the determination by Seller, in Seller's sole discretion, that Buyer has breached, intends to breach, or insists upon breaching any of the provisions in the above clauses.

**15) CONFIDENTIALITY:** Other than in the performance of the terms of this Agreement, neither Buyer nor its agents, employees, or subcontractors shall use or disclose to any person or entity any confidential information of Seller (whether written, oral, electronic or other form) that is obtained or otherwise prepared or discovered in connection with this Agreement. Buyer agrees that all pricing, discounts, design drawings and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller, whether or not otherwise identified as such. The obligations under this section continue perpetually and survive the termination or expiration of any underlying agreement between the parties. The provisions of this section relating to use and disclosure shall not apply to any information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Buyer under this Agreement; (b) becomes available to Buyer from a source other than Seller without breach of any obligation of confidentiality; (c) was independently developed by Buyer without violation of Seller's rights and without reference to the confidential information, as evidenced by written records, maintained in the ordinary course of business by Buyer; (d) is used or disclosed with the prior written approval of Seller; (e) is information previously known to Buyer as

evidenced by written records maintained by Buyer in the ordinary course of business, and not otherwise subject to any confidentiality restrictions; or (f) Buyer becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose. The burden of proof that the information resides within one of the exceptions set forth above shall be on Buyer. If Buyer becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose any of the confidential information, Buyer shall provide Seller with prompt written notice so that Seller may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained, or if Seller waives compliance with the provisions of this Agreement, Buyer shall furnish only that portion of the confidential information which Buyer is legally required to disclose and shall exercise its reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded the confidential information. Buyer shall not undertake any qualitative or quantitative analysis, reverse engineering or replication of any of Seller's products, samples or prototypes without Seller's specific written authorization.

**16) SECURITY INTEREST:** Buyer hereby grants Seller a security interest in the Goods to secure the payment of the purchase price, and shall not sell, lease, transfer or encumber the Goods and will keep the Goods free from any and all liens and security interests until Seller has been paid in full. Buyer shall execute any and all documents reasonably requested by Seller to protect such security interests.

**17) MANAGEMENT OF CHANGE:** Seller is constantly striving to improve its products and capabilities and to provide the best product to its customers. Seller may from time to time develop product improvements or alterations with respect to the Products hereunder (the "Product Improvements"), and Seller may implement such Product Improvements without notice to Buyer so long as the performance of the Products will not be materially diminished, as determined in Seller's sole discretion, and so long as Seller has not separately agreed in writing to provide such notification to Buyer. In the event that Seller has agreed in writing to provide notice of Product Improvements to Buyer (the "Notice"), then Seller shall provide such Notice in accordance with the terms set forth in the separate writing.

**18) APPLICABLE LAW AND JURISDICTION:** This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles. The UN Convention on Contracts for the International Sale of Goods shall not apply to the transaction(s) represented hereby. The parties consent and submit to the exclusive jurisdiction and service of process of any state or federal court located in Allegheny County, Pennsylvania.

#### **19) MISCELLANEOUS:**

(a) Neither party may assign this Agreement, including without limitation any of its rights or obligations hereunder, without the express written consent of the other party hereto; provided that Seller may, without Buyer's consent, assign this Agreement, including without limitation any of its rights or obligations hereunder, to any of its parents, subsidiaries or affiliates or to any third party which merges with Seller or acquires all or substantially all of its business and assets or a substantial part of its assets or business relating to the Products. Seller may use subcontractors to fulfill its obligations pursuant to this Agreement.

(b) In the event of any legal proceeding between Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a trial by jury.

(c) In the event that any one or more provisions (or portions thereof) contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions (or portions thereof) contained herein shall remain in full force and effect, unless the revision materially changes the bargain.

(d) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained in this Agreement shall not constitute a waiver of any other breach or of such provision.

(e) Seller reserves the right to correct clerical, arithmetical, or stenographic errors or omissions in this Agreement, invoices or other documents.

(f) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified in this Agreement, or at such other address as either party may from time to time designate in writing to the other.

(g) Buyer agrees that it will not use Seller's name(s), logo(s) or mark(s) in any public communication or press release, or for any other marketing or promotional purpose, without Seller's prior written consent.

(h) Terms used in this Agreement which are not defined herein and which are defined by the Uniform Commercial Code of the Commonwealth of Pennsylvania shall have the meanings contained therein.

**20) ENTIRE AGREEMENT:** With respect to the subject matter hereof, this Agreement constitutes the complete and exclusive statement of the contract between Seller and Buyer. No waiver, consent, modification, amendment or change of the terms contained in this Agreement shall be binding unless made in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer (whether in a purchase order or other communication) will not be a waiver or modification of the terms set forth herein.