



BROTHERS, INC.

W5745 Woodchuck Ln · P.O. Box 409 · Plymouth, WI · 53073-0409 · Phone: (920)893-5905 · Fax: (920)893-5908

Received August 4, 2023 Kurita America Inc.

PO# 23066-2270-57865

To: KURITA AMERICA INC. (507480) Attn: a.schneider@kurita-water.com PO BOX 851361 MINNEAPOLIS, MN 55485-1361

This Number must appear on all invoices, bills of lading cases, bundles, packing lists, shipping papers and correspondence.

Order Date 8/4/2023 Job No. 23-066 Phase/Card 2-270 Job Address Rohde Shop Job Name Kronenwetter Well No 2

Telephone: Fax:

Table with 5 columns: Payment Terms, Quote, Date Required, ShipTo, F.O.B. Includes details like Net 60 Days, Original Order, 7/19/2024, Rohde Shop, and various approval checkboxes.

Table with 5 columns: Line #, QTY, PART#/DESCRIPTION, PRICE, AMOUNT. Row 1: 1, 1, SPEC Section 46 61 21 - Horizontal Pressure Filter System - Kurita/Tonka, \$772,000.00, \$772,000.00

Total: 1 (1 line) SubTotal \$772,000.00 Sales Tax \$0.00 Total \$772,000.00 Jobsite Contact: Dan Moore (920)838-1618

- CHARGE WISCONSIN SALES TAX DO NOT CHARGE WISCONSIN SALES TAX - TAX No. 004-0000401440-01

Reason:

This order shall not be binding until acceptance and return, within five days, of the signed acknowledgement copy specifying the shipping date. Such acceptance is subject to the TERMS AND CONDITIONS STATED ON THE FACE AND REVERSE SIDE OF THE ORIGINAL AND ACKNOWLEDGEMENT COPIES HEREOF, which seller agrees shall constitute the final and complete agreement between Purchaser and Seller.

ROHDE BROTHERS, INC.

Vendor must give 72 hour notice of delivery.No deliveries will be accepted prior to 7:30am and after 2:30pm CST M-TH and after 12:00pm on Fri

Accepted by: Mary Sitko, Sr. VP of Municipal Projects & Services Title

PO Contact: Rich Dehnel

Date 8/16/23

Rich Dehnel

GENERAL CONDITIONS AND INSTRUCTIONS

I. CONTRACT CONDITIONS

- 1.1 This Purchase Order, when accepted by the Seller, shall constitute a valid and binding contract, which shall be governed and construed according to the laws of the State of Wisconsin.
- 1.2 All prior representations, conversations, or preliminary negotiations shall be deemed to be merged in this order, and no changes will be considered or approved unless this Purchase Order is modified by an authorized representative of the Purchaser, in writing.
- 1.3 Any acceptance in a manner or on terms and conditions different from those contained in this order shall not operate as an acceptance. No order acknowledgement on Seller's forms shall be allowed to modify any of the terms of this agreement and shall be considered to be merely advising the Purchaser of delivery dates and that the order is being processed.
- 1.4 The Seller agrees to comply with any and all Federal, State, County, Municipal and/or other local regulations, laws, ordinances and enactments of whatever kind, applicable at the time of sale or which may become effective during the period of construction or fabrication, shipping and/or installation (if installation is included) of the materials comprised under this Purchase Order.
- 1.5 The Seller agrees to indemnify and save harmless the Purchaser from and against all claims, liability, ~~toss~~, damage or expense, including reasonable attorneys' fees, by reason of any actual or alleged infringement of patents, or of any litigation based thereon covering any article purchased hereunder. ~~*strike~~
- 1.6 The contract price appearing on the Purchase Order is final as to payment for the material covered by the specifically listed items, as defined by the enumerated specification paragraph numbers, with exceptions as noted, and there shall be no additions to or other modifications of such contract price, except as such modification may result from actual change in the specifications. If such changes become necessary, any alteration of the contract price shall be covered by separate order, which shall be issued to cover such changes. Seller shall not proceed with changes effecting contract price without specific authorization in WRITING from the Purchaser.

II. SHIPPING AND DELIVERY INSTRUCTIONS

- 2.1 Identification of shipments. The Purchaser cannot and will not be responsible for any material received unless each package, case, item, etc., is clearly identified on its outer covering as to: (1) Seller (2) Purchase Order Number (3) Project Name (4) Project Address (5) Item Description and/or Number.
- 2.2 Boxing, Packing or Cartage. No charges for boxing, packing, or cartage will be allowed unless stated hereon or later agreed to by the Purchaser's authorized representative, in writing.
- 2.3 Materials and equipment covered by this order which are shipped F.O.B. Shop or F.O.B. JOBSITE, whether in a deliverable state or otherwise shall remain the property of the Seller until delivered to a designated site and actually received by the Purchaser and any damage to the material and equipment or loss of any kind occasioned in transit shall be borne by the Seller, notwithstanding the manner in which the goods are shipped or who pays the freight or other transportation costs. Purchaser shall notify Seller as soon as possible and reasonable, of any damage to materials or equipment, or of any loss caused in transit.
- 2.4 Materials and equipment which suffer concealed damages in transit shall be, carefully examined by representatives of both the Seller and the Purchaser. If the damaged item, no matter how shipped or packaged, exhibits no external signs of abuse and/or numerous similar items suffer similar damage, it will be assumed that the items were improperly packaged and protected by the Seller. In such case, the damaged items shall be repaired or replaced at no cost to the Purchaser.
- 2.5 Seller shall promptly notify Purchaser of any shipment made. Purchaser shall be advised at his office on a normal working day, no holiday or weekend, 24 hours before attempting delivery. No deliveries after 2:00 p.m.
- 2.6 Rejected materials. Rejected materials shall be returned to the Seller at Seller's expense. No shipment under reservation is authorized. No shipment of non-conforming materials as an accommodation is authorized without Purchaser's written consent.
- 2.7 No partial shipments accepted unless agreed upon by both parties. Similar items may be shipped separately as a group.
- 2.8 Time of delivery of this order is of the essence, and Purchaser reserves the right to cancel without cancellation charges, all or any part of this order if not filled within the specified time. Exercise of such right of cancellation shall not be deemed a waiver of any other right reserved to the Purchaser herein, or by law, for any delay or failure to deliver as specified. Seller covenants and agrees to indemnify the Purchaser against any claim or liability for penalty costs incurred against the Purchaser resulting from Seller's neglect and/or indifference to this order, unless Seller is prevented from meeting the time set in this order by acts of God, strikes, fire, or other casualty, or other causes beyond the control of the Seller.

III. INVOICING, PAYMENTS, TAXES AND RETURNS

- 3.1 Invoices. Invoices showing both the Purchase Order Number, the Project Name and the Project Address, must be mailed to the Purchasing Department of the Purchaser not later than the day following the shipment, irrespective of whether shipment is in part or in whole. Seller's Invoice must certify full compliance with the Fair Labor Standards Act.
- 3.2 Payment and discount periods shall commence only upon receipt of both the material and proper invoice or invoices at designations specified herein. The Purchaser reserves the right to return to the Seller for correction any and all invoices containing errors and/or not in agreement with this Purchase Order.
- 3.3 The price or prices of this order are not subject to change or any surcharges resulting from the imposition now or in the future of any sales tax, Federal, State, Municipal or otherwise, unless agreed to or requested by the Purchaser. For all material purchased for use in the State of Wisconsin, the Purchaser is not to be charged the current Wisconsin State Sales Tax.
- 3.4 Returns. The Purchaser reserves the right to return to the Seller at the invoice price all items which are regularly carried in the Seller's stock.
- 3.5 Seller shall furnish all necessary lien waivers, affidavits or other documents, required to keep the Owner's premises free from liens or claims for liens, arising out of the furnishing of the material or equipment herein, as payments are made from time to time under this Purchase Order.

IV. APPROVAL CONDITIONS

- 4.1 All material and equipment furnished under this order shall be subject to the approval of the Owner, Architect, Engineer, or any other party designated, and Seller shall furnish required submittal data and/or number of samples for said approval. In the event such approval is not obtained, the order is cancelled, with no liability on the part of either the Purchaser or the Seller, unless the order is placed with the understanding that the material and equipment is to be supplied of the type and in a manner as to meet requirements of plans, specifications and addendums. In the latter case Seller shall comply without further cost to the Purchaser.
- 4.2 All material and equipment furnished hereunder shall be in strict accordance with plans, specifications and addendum applicable to the contract of the Purchaser with the Owner or other contractor, or as approved by the Owner or his authorized representative, and Seller shall be bound thereby in the furnishing of materials and equipment under this Purchase Order.
- 4.3 Seller shall guarantee equipment covered under this Purchase Order to produce capacities or meet design specifications and function: (1) as called for in the plans, specifications and addendums; and (2) as herein set forth; and (3) as published or warranted by the manufacturer for the equipment involved; (4) except as otherwise approved by the Owner or his authorized representatives. In the event the equipment does not meet the foregoing requirements, Seller shall immediately on notice replace same, or remedy any deficiency, without expense to the Purchaser; and further, Seller shall reimburse the Purchaser for all consequential* actual loss or damage resulting therefrom. *strike
- 4.4 In the event approval is not secured from the Owner or his appointed representatives, or if the Owner's or other contractor's order to the Purchaser is cancelled, cancellation of this order shall occur automatically, without cancellation charges by the Seller; and no obligation of any description, whatsoever, shall exist on the part of the Purchaser toward the Seller.**
- 4.5 Inspection. The material or apparatus to be supplied against this Purchase Order shall, at the Purchaser's option, be subject to inspection and test at the maker's works.
- 4.6 Job-Tailored Installation, Piping, and Wiring Diagrams and Instructions and Job-Tailored Operation, Maintenance and Spare Parts Manuals shall be submitted for approval in the required number of copies. Final payment from the Purchaser will not be due the Seller until these items have been accomplished and the Owner's designated personnel have been properly instructed in the operation of the equipment and material purchased in this Purchase Order if such instruction is a requirement of this order. **with the exception of materials purchased or costs incurred after the owner's approval of the submittal documents, and if the contract was canceled due to no fault of the Seller.

V. WARRANTY AND CORRECTION OF DEFECTS

- 5.1 All material and equipment furnished under this order shall be guaranteed by the Seller against defects, and Seller agrees to replace without charge to Purchaser said material and equipment, or remedy any defects, latent or patent, not due to ordinary wear and tear, or not due to improper use or maintenance, which defects may develop within one year from date of acceptance by the Owner, or within the guarantee period set forth in applicable plans, specifications and addendum, whichever period is longer.
- 5.2 Seller represents and warrants to the Purchaser that all material and equipment rented, leased or purchased under this Purchase Order meets all standards of the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1969, as amended from time to time, and of applicable State and Local laws, regulations, standards, or requirements pertaining to safety, as amended from time to time.
- 5.3 In the event the Seller fails to correct any defects or non-conformities within a reasonable period of time, the Purchaser may, after giving seven days written notice, correct said defects or non-conformities in the best manner possible and deduct the cost of the corrections from any amounts due to the Seller. If the cost of these corrections exceeds the unpaid balance due to the Seller, the Seller shall pay the difference to the Purchaser.

VI. DEFAULT, DISPUTES AND ARBITRATION

- 6.1 In the event of default of any of the terms or conditions set forth herein, the Seller agrees to pay all costs resulting therefrom, including but not limited to, reasonable attorneys' fees.
- 6.2 All claims, disputes and other matters in question arising out of, or related to, this Purchase Order or breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then pertaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with the other party to the Purchase Order and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceeds based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.