

Customer Quote For: CITY OF MERIDIAN

COLUMBIA - BOISE

Quote: Q1101121

Revision #: 011

8645 WESTPARK ST
BOISE ID 83704
Tel: (208)322-1231 Fax: (208)327-0658

Contact Name: SCOTT A. HAMMONS

Quote Date: 07/30/24

Updated On: 10/29/24

Expires On: 11/29/24

Job Name: TERTIARY FILT VFDS

Attn:

Ship To: CITY OF MERIDIAN

Customer PO #:

Customer PO Date:

FOB: DESTINATION

Freight: PREPAID

LN	Product	Qty Avail	Lead Time	Qty	Price	Per *	Ext Price
01	REF. ATTACHED CSB QUOTATION # EW_FT2407231342DD						
02	AB PF753 25HP ND 6 PULSE VFD W/ ILR 5% W/ OLR 3% IN NEMA 12 ENC ITEM D ON ATTACHED PROPOSAL	0	23 Weeks	2	\$19,480.00	E	\$38,960.00
03	AB PF753 75HP ND 6 PULSE VFD W/ ILR 5% W/ OLR 3% IN NEMA 12 ENC ITEM E ON ATTACHED PROPOSAL	0	23 Weeks	2	\$32,120.00	E	\$64,240.00
04	AB PF753 200HP ND 6 PULSE VFD W/ ILR 5% W/ OLR 3% IN NEMA 12 EN ITEM F ON ATTACHED PROPOSAL	0	23 Weeks	4	\$40,620.00	E	\$162,480.00
05	MISC CR1220 ITEM G ON ATTACHED PROPOSAL	0	1 Weeks	8	\$20.00	E	\$160.00
06	AB SPARE PARTS ITEM H ON ATTACHED PROPOSAL	0		1	\$1,996.00	E	\$1,996.00
Merchandise:							\$267,836.00
Total:							\$267,836.00

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.

CONFIGURED SOLUTIONS BUSINESS

Date: October 03, 2024

CSB Quotation #: EW_FT2407231342DD Rev 03

Meridian-ID-Recovery Facility Tertiary Filtration

We are pleased to submit the following proposal. All prices are in US Dollars. Pricing for this quotation:

Our proposal is for the following equipment:

ITEM	QTY	DESCRIPTION	PRICE
A	1	Electronic Submittal Package (Includes Approval Drawings) NOTE: Printed binders are available at an additional charge of \$1964.00. If Hard Copy option is purchased, submittal procedure includes up to 10 submittal binders & electronic copy. Note: Submittals returned after 3 months of submittal date will be reviewed for price and delivery impact.	Included
B	1	Electronic Operator & Maintenance Manuals Preliminary O&Ms after Shipment, Final O&Ms after Site Support) NOTE: Printed binders are available and will be provided upon request at an additional charge of \$1964.00. If Hard Copy option is purchased, O&M procedures include up to 5 O&M binders & electronic copy.	Included
C	1	Freight to 1st US destination (Contiguous United States only) DAP 1st Domestic US Location (Contiguous United States only) Incoterms® 2020; Contingent upon use of Rockwell Automation contracted carrier. Terms: Prepaid and Absorb	Included

- | | | | |
|---|---|---|--------------|
| D | 2 | PF753 25HP ND 6 Pulse VFD W/ ILR 5% W/ OLR 3% in NEMA 12 Enclosure STFB3VFD0111, STFB3VFD0112
One NEMA 12 Enclosure, approximately 48"H x 36"W x 16"D (Bottom Cable Entry/Bottom Cable Exit), with the following features <ul style="list-style-type: none"> • Qty. 1- PowerFlex 753 AC Drive, with Embedded I/O, Standard Protection, Forced Air, AC Input with DC Terminals, Open Type, 34 Amps, 25HP ND, 480 VAC, 3 PH, Frame 3, Filtered, CM jumper installed (preferred), DB Transistor, Blank (No HIM) • Qty. 1- Door-Mounted Full Function HIM • Qty. 1- PF750-115V I/O Module-2AI, 2AO, 6DI, 2RO • Qty. 1- PowerFlex 750 EtherNet-IP Adapter • Qty. 1- Input Circuit Breaker Disconnect w/ Padlockable Handle, 65KAIC • Qty. 1- Input Line Reactor, 5% • Qty. 1- Output Load Reactor, 3% • Qty. 1- Control Power Transformer, Fused Primary/Secondary • Qty. 1- MiniCas Relay • Qty. 1- Door-Mounted Hand/Off/Auto Selector Switch • Qty. 1- Door-Mounted Reset Push Button • Qty. 6- Door-Mounted Pilot Light, (PTT Type) (Green- Run, Amber- Fault, White- Power ON, Amber- High temperature alarm, Amber- Leak detected, Amber- Low Level Shutdown) • Qty. 1- Door-Mounted Elapsed Time Meter • Qty. 10- Control Relay • Qty. 1- Control circuit breaker for MiniCas • Enclosure Nameplate • Enclosure Fan and Filter Kit | \$ 19,480.00 |
| | | | |
| E | 2 | PF753 75HP ND 6 Pulse VFD W/ ILR 5% W/ OLR 3% in NEMA 12 Enclosure STFB3VFD0209, STFB3VFD0210
One NEMA 12 Enclosure, approximately 87"H x 32"W x 24"D (Bottom Cable Entry/Bottom Cable Exit), with the following features <ul style="list-style-type: none"> • Qty. 1- PowerFlex 753 AC Drive, with Embedded I/O, Standard Protection, Forced Air, AC Input with DC Terminals, Open Type, 96 Amps, 75HP ND, 480 VAC, 3 PH, Frame 5, Filtered, CM jumper installed, DB Transistor • Qty. 1- Door-Mounted Full Function HIM • Qty. 1- PF750-115V I/O Module-2AI, 2AO, 6DI, 2RO • Qty. 1- PowerFlex 750 EtherNet-IP Adapter • Qty. 1- Input Circuit Breaker Disconnect w/ Padlockable Handle, 65KAIC • Qty. 1- Input Line Reactor, 5% • Qty. 1- Output Load Reactor, 3% • Qty. 1- Control Power Transformer, Fused Primary/Secondary • Qty. 1- MiniCas Relay • Qty. 1- Door-Mounted Hand/Off/Auto Selector Switch • Qty. 1- Door-Mounted Reset Push Button • Qty. 5- Door-Mounted Pilot Light, (PTT Type) (Green- Run, Amber- Fault, White- Power ON, Amber- High temperature alarm, Amber- Leak detected) • Qty. 9- Control Relay • Qty. 1- Door-Mounted Elapsed Time Meter • Qty. 1- Control circuit breaker for MiniCas • Enclosure Nameplate • Enclosure Fan and Filter Kit | \$ 32,120.00 |

F	4	PF753 200HP ND 6 Pulse VFD W/ ILR 5% W/ OLR 3% in NEMA 12 Enclosure STFB3VFD0201, STFB3VFD0202, STFB3VFD0203, STFB3VFD0204 One NEMA 12 Enclosure, approximately 87"H x 39"W x 24"D (Bottom Cable Entry/Bottom Cable Exit), with the following features • Qty. 1- PowerFlex 753 AC Drive, with Embedded I/O, Standard Protection, Forced Air, AC Input with Precharge, no DC Terminals, Open Type, 248 Amps, 200HP ND, 480 VAC, 3 PH, Frame 6, Filtered, CM jumper installed, • Qty. 1- Door-Mounted Full Function HIM • Qty. 1- PF750-115V I/O Module-2AI,2AO,6DI,2RO • Qty. 1- PowerFlex 750 EtherNet-IP Adapter • Qty. 1- Input Circuit Breaker Disconnect w/ Padlockable Handle, 65KAIC • Qty. 1- Input Line Reactor, 5% • Qty. 1- Output Load Reactor, 3% • Qty. 1- Control Power Transformer, Fused Primary/Secondary • Qty. 1- Door-Mounted Hand/Off/Auto Selector Switch • Qty. 1- Door-Mounted Reset Push Button • Qty. 4- Door-Mounted Pilot Light, (PTT Type)(Green- Run, Amber- Fault, White- Power ON, Amber- High temperature alarm) • Qty. 1- Timing Relay • Qty. 9- Control Relay • Qty. 1- Door-Mounted Elapsed Time Meter • Enclosure Nameplate • Enclosure Fan and Filter Kit	\$ 40,620.00
G	8	CR1220 Batteries – to be customer installed	\$ 20.00
H	1	Spare Parts • Qty. 5- Door-Mounted Pilot Light, (PTT Type) • Qty. 5- Indicating lights Lens • Qty. 1- Timing Relay • Qty. 1- Control Relay • Control Fuse: Five Control fuses for each fuse provided	\$ 1,996.00

TOTAL PRICE	\$ 267,836.00
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This proposal is based upon the following:

- 26 29 23_LOW VOLTAGE ADJUSTABLE FREQUENCY DRIVES
- 500-E-602_ONE LINE DIAGRAM
- 500-E-605_MEMBRANE VFD CONTROL PLAN
- 500-E-606_EQUALIZATION VFD CONTROL PLAN
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Note:

- VFD pricing is based on all VFDs quoted being purchased on one purchase order. All other items are optional.

REVISION HISTORY			
Date:	Description of change:	Edited by:	Revision:
July 25, 2024	None, Original Document	JM/MJ	EW_FT2407231342DD
August 07, 2024	Remove Harm-1, Harm-3, Startup and Training also Remove Thermostat from all VFD.	JM/MJ	EW_FT2407231342DD Rev01
August 21, 2024	In Item-D, 1 Pilot Light added Bottom Cable Entry/Exit	JM / PPJ	EW_FT2407231342DD Rev 03

Start-Up Services

Rockwell Automation will provide start-up assistance for initial commissioning of the following drives:

Qty	Item	Description
2	Item – D	PF753 25HP ND 6 Pulse VFD W/ ILR 5% W/ OLR 3% in NEMA 12 Enclosure
2	Item – E	PF753 75HP ND 6 Pulse VFD W/ ILR 5% W/ OLR 3% in NEMA 12 Enclosure
4	Item – F	PF753 200HP ND 6 Pulse VFD W/ ILR 5% W/ OLR 3% in NEMA 12 Enclosure

Drive Start-Up, Scheduling and Customer Requirements:

To maximize the benefits of this program and minimize any additional charges, the below list of items must be completed prior to the scheduled date of service. If the items listed below are not completed prior to the arrival of a Rockwell Automation representative, any resulting standby time or out of scope services will be billed on an hourly basis at the start-up service rate in effect at the time the service is provided.

- The Drive(s) listed above is (are) mounted and wired per the instruction manual and/or wiring diagram.
- AC primary line voltage is the proper voltage.
- The motor nameplate HP, voltage, and current properly correspond with the controller output ratings.
- All controlling devices (i.e. pressure, flow or temperature transducer, motor thermal, process interface, speed pot, tachometer, etc.) are pre-wired according to the instruction manual or wiring diagrams.
- The signal wiring for any controlling devices is run in separate conduit and consists of shielded and twisted conductors per instruction manual and wiring diagrams.
- All controlling devices for drives are functional for testing at time of Start-Up.
- Customer Personnel are available to assist the Rockwell Automation representative with the operation of the equipment and the facility layout. They will remain on site as necessary for safety reasons.
- The motor is aligned and ready to run. The motor is presently uncoupled from load. Equipment and personnel are available to couple the motor for system operation.
- If applicable, the drive is ready for testing under load. The material is ready for load test immediately following preliminary Start-Up, unless an additional trip is included in this agreement.

Hours: Services are to be provided during normal working hours (defined as 8:00 AM to 5:00 PM, Monday through Friday), exclusive of holidays observed by Rockwell Automation. Any work required outside of these hours will be billed at the labor rate in effect at the time the service is provided.

Scheduling: 21 days advance scheduling notice is required to guarantee pricing. If the request for service is not received by Rockwell Automation 21 days in advance of the scheduled service date, Rockwell Automation will attempt to schedule local resources. If local resources are not available, Rockwell Automation will offer the customer the option of 1) scheduling services for an alternate date when a local resource is available or 2) scheduling an alternative out-of-region resource, which may result in additional travel charges that will be billed at the travel rate in effect at the time the service is provided. If rescheduling is required after a resource has been confirmed, a rescheduling fee may apply.

Travel & Expenses: Local travel time & expenses ("Local Travel") are included in the price of the Start-Up included in this proposal. Local Travel applies when there is a Rockwell Automation sales office within 150 miles roundtrip of the Customer site. If Customer site is located outside of 150 miles roundtrip from the nearest Rockwell Automation sales office, the first 3 hours of the Rockwell Automation representative's travel time per day are provided free of charge but all applicable travel expenses (e.g. airfare, car rental, meals, tolls, hotel, etc.) and additional travel time will be billed to Customer at the travel rate in effect at the time the service is provided. If applicable, overnight expenses (e.g. hotel, meals) will be billed as a flat rate overnight charge per Rockwell Automation published overnight rates. Additional expenses may apply, including, but not limited to, air travel, permits, tolls, customs fees and other incidentals. Such expenses will be billed at cost+10%. All drives are to be available for a contiguous start-up. If multiple trips are required, additional travel charges will apply.

Cancellation and Rescheduling: Customer shall notify Rockwell Automation of any cancellation or intent to reschedule by contacting their project manager. In the event Customer notifies Rockwell Automation of its intent to cancel or reschedule scheduled service less than five (5) business days prior to the date the Rockwell Automation representative is scheduled to begin travel to site, Customer shall reimburse Rockwell Automation for all travel time and expenses incurred with such travel per the above Travel & Expenses guidelines. Rockwell Automation will attempt to reschedule the date of service as requested by the customer, however, Local Travel will not be guaranteed unless an additional 21 days advance notice is provided or local resources are available. If local resources are not available, Rockwell Automation will offer the customer the option of (1) scheduling services for an alternate date when a local resource is available or (2) scheduling an alternative out-of-region resource, which may result in additional travel charges. If rescheduling is required after a resource has been confirmed, a rescheduling fee may apply.

Out of Scope and Standby Time: An additional purchase order will be required for any out of scope work or standby time.

Out of scope work includes but is not limited to the following:

- All external wiring and troubleshooting outside of the drive.
- External wiring and troubleshooting related to electrical or mechanical equipment outside of the drive or problems caused by external sources such as networks, electrical transients, corrosion, surface contaminants, excessive ambient air temperatures, abusive operations, etc.
- Network troubleshooting and configuration
- Integration drive and control devices
- Drives that are part of a drive system
- Preventative maintenance services

Standby time includes non-working time spent waiting at the customer's request or due to circumstances beyond Rockwell Automation's control due to job site conditions. It will be invoiced per the rate schedule that is applicable for the time of day and day of the service.

Training Services

If informal training is included in this proposal, unless otherwise agreed to in advance, this training will be provided on site by the Rockwell Automation engineer performing the start-up work. No training manuals will be supplied. No formal classroom training involving printed materials, overhead projectors, or training demo hardware is included. The training may refer to the O&M manuals supplied for the project, but they are not required for training. The training will be informal training and consist of reviewing how to troubleshoot and navigate the new equipment. This is not considered to be formal product training. Demos are not included. The installed equipment would be used for demonstrations. Training may not be recorded.

Rockwell Automation advises, and Customer acknowledges, that all training classes are designed by Rockwell Automation with the intent that they will be delivered by a knowledgeable Rockwell Automation employee trained on Rockwell Automation products. Much of the training class is designed for learning by the student through hands-on demonstration and training during the class. Accordingly, Rockwell Automation does not permit the use of video recording unless otherwise agreed upon between Rockwell Automation and Customer and written consent is obtained by both parties.

Services Not Covered

The following items are **NOT** included in this Statement of Work.

- Installation Engineering
- Installation work of any kind
- Full time site assistance during installation
- Structural, civil, piping, or mechanical designs and installation

Other Special Requirements

If the resultant contract contains other special requirements prior to performance of on-site activities, Customer must advise Rockwell Automation at the time of award so that we may make every effort to comply within the timeframe required by Customer. This includes Customer or site specific safety training, background checks, international work visas, and copies of expense receipts.

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It is also understood that any associated time and expenses incurred while complying with these requests will be the responsibility of the Customer.

Customer Responsibilities

Single Point of Contact

Customer will designate a representative authorized to act on the plant's behalf with respect to this project. This representative should have a working knowledge of the machinery and process and be available to Rockwell Automation personnel during working hours.

Maintenance, Electrical, and Operations Staff

Customer will provide appropriate personnel knowledgeable in the process, operation and control system supplied to assist Rockwell Automation personnel.

Access to the System

Customer will make the process available to Rockwell Automation personnel during the mutually agreed upon schedule for the purpose of implementing the services and equipment described in this proposal.

Purchase Order Instructions: Email: shammons@ces-boise.com

Delivery: Approval drawings/submittals is up to 8 weeks AAO.
Lead time is up to 14 Weeks after Rockwell Automation receipt of approved drawings.
(This does not include time required for special/witness testing and/or dyne testing)

(Delivery based on Stocked Availability at time of purchase, subject to change)

Payment Terms: Net 30

Terms and Conditions: Quote expires 60 days from date of issue.

Project Assumptions, Clarifications, and Exceptions

The following clarifications and exceptions have been made by Rockwell Automation in the development of this Statement of Work as it relates to this project:

Reference Section	Description	Clarification/Exception
262923-1.03 26 05 00	SUBMITTALS, O&Ms and DRAWINGS	Clarification: Rockwell Automation's standard Submittals, O&M manuals and Drawings will be provided as part of this Proposal
262923-1.03-C.3	IEEE519	Exception: Rockwell Automation's proposal includes 5% Input Line Reactors per Drawings and Specification. IEEE519 compliance is the responsibility of others. Rockwell's proposal does offer a Harm 1 and a Harm 3 (on site) study.
262923-1.05	COORDINATION	Exception/Clarification: Coordination with devices outside the VFD to be conducted by others. Rockwell's Field Service Engineer will provide support where able during standard startup services.
262923-1.06	STORAGE AND HANDLING	Clarification: Storage and Handling not in Rockwell Automation scope. To be provided by others.
262923-2.02-D-6	Overload Capability: 1.1 times the base load current for 60 seconds; 2.0 times the base load current for 3 seconds.	Exception/Clarification: Allen Bradley's PF750 Normal duty VFD provides 110% overload for 1 minute and 150% for 3 seconds.
262923-2.02-I	VFDs 100HP and less shall provide carrier frequency adjustment capability from 1 to 10kHz.	Exception/Clarification: Allen Bradley's VFD'S carrier frequency range is 2khz to 12 khz with default of 2khz.
262923-2.02-O 262923-2.02Q 262923-2.02-R-7	Status Lights: Door-mounted push to test LED indicators shall indicate the following conditions: Indicating Devices: Digital readout devices and selector switch, mounted flush in controller door and connected to indicate the following controller parameters: Remote Indication Interface: Provide dry circuit relay outputs (120-V ac, 1 A) for remote indication of the following:	Clarification: Devices provided for the 75HP and 200HP drives are per available control plans. Since no control plans were available for the 25HP VFD, we have provided Rockwell's standard controls. If additional controls are required, such can be provided for an added cost.
262923-2.03-G	Factory installed CR1220 battery in the I/O card (Rockwell drives).	Exception: A CR1220 lithium coin cell battery is not provided by Rockwell Automation and is to be user installed.
500-E-606	MiniCAS Relay for STFB3PMP0209, STFB3PMP0210 drives	Clarification/Exception: Programming of MiniCAS to be provided by others.

Standard Assumptions, Clarifications and Exceptions

The following assumptions, clarifications and exceptions have been made by Rockwell Automation in the development of this Statement of Work:

Reference	Assumptions
A1	JOB SITE SAFETY: If the Rockwell Automation Field Service Professional deems any situation to be unsafe, Rockwell Automation may choose to refuse service. The following activities may occur: • Review customer plant safety policies and procedures • Survey work environment for personnel safety • Validate clearances for serviceability • Verify customer locked-out/tagged-out breaker feeding the equipment • Obtain safety equipment from customer (if applicable)
A2	All aspects of mechanical, electrical and process safety are requirements of the customer.
	Clarifications
C1	Motor FLA is required in order to properly size the drives. If FLA is not available at the time of the proposal, VFD's are sized based on HP requested using NEC 2014 Table 430.250 data. If motor data is received at a later date which increases the size of the VFD's, Rockwell Automation reserves the right to increase pricing accordingly.
C2	Local code is not in the scope of the VFD supplier.
C3	The drives have adjustable carrier frequency of 2-10 KHz. The drive ratings are based on 4 KHz setting.
C4	Rockwell Automation packaged drives are rated for 1000m, at 0-40 deg C
C5	Labor, equipment, and materials required for installation are not in the scope of the VFD supplier.
C6	Power and motor cable termination lugs are the responsibility of the purchaser, not Rockwell Automation.
C7	Wire markers, if required by spec, are sleeve-type and applied to customer wiring points only.
C8	Rockwell Automation drives have a +/- 10% voltage tolerance. See Pub 20B-UM001_-EN-P for full details.
C9	Power factor correction caps should not be used with Rockwell Automation drives.
C10	Rockwell Automation standard test process and procedure are included with this proposal.
C11	Motor design, cable lead length and type are required in order to determine if DV/DT filters are required in the design. If information is received post proposal, and it is determined filters are required, Rockwell Automation reserves the right to increase the price accordingly.
C12	Rockwell Automation VFD PCB connections are not all gold plated.
C13	Drive modules are run-in tested prior to shipment to Rockwell Automation, no additional run-in is included unless specifically listed.
C14	The door mounted HIM is not available with a keypad key switch
C15	Non-current-carrying parts will be painted with a Rockwell Automation standard paint color.
C16	Field testing and the equipment to perform the required field testing is not in the scope of the VFD manufacturer.
C17	The HIM backlight and DC bus parameter can provide indication that the bus is charged.
C18	Before Rockwell Automation can certify / assure compliance between our Variable Frequency Drive and a motor, at a minimum the motor must meet NEMA MG1- 2004, Paragraph 31.4.4.2.
C19	Any Customer supplied equipment shipped to a Rockwell Automation facility will be subject to a mounting and handling fee.
C20	RoHS: Customer supplied/specified products will meet all applicable material restrictions as defined in RoHS. If it does not, Customer will notify Rockwell Automation prior to shipment of the Customer supplied/specified products to Rockwell Automation. Customer will indemnify Rockwell Automation against any claim arising out of Rockwell Automation's use of Customer supplied/specified products.
C21	<i>Harmonic Analysis/Testing</i> • If harmonic analysis/calculations are included in this proposal, there will be a limit of two iterations of bus and/or loading configurations.

	- If on site harmonic measurements are included, it is the Customer's responsibility to verify that all motors are fully loaded at the time of verification testing and to arrange for the drives to be shutdown to acquire baseline measurement. The allocated time to take measurements should be less than 4 hours. - Rockwell Automation will measure harmonic content with a utility grade power monitor inter wired at the point of common coupling as defined by specification to provide ongoing IEEE 519 compliance verification and provide local information on voltage, current and power characteristics of the first 50 harmonics. Rockwell Automation is not responsible for overall system compliance.
C22	Customer agrees that Rockwell Automation may disclose in the ordinary course of business Customer's name and logo on Rockwell Automation's customer list and Web site. For this project, Rockwell Automation may wish to publicize a contract award by issuing a brief news release, and only on a one-time basis. In such event, Rockwell Automation will provide Customer with a written request approving such news release. Customer agrees to approve or deny such requests within 30 days from receipt of request.
C23	Each VFD goes through Rockwell Automation Standard testing procedures before being shipped. Rockwell Automation can also customize a test procedure to meet your specific project needs. Extended Tests are not included unless specifically listed in this proposal. Contact your Rockwell Automation sales office for further details and pricing
C24	Provisions must be made by the receiving party for storage in a clean, dry, temperature-controlled facility immediately after conducting a thorough receiving inspection. In the event purchaser is unable to accept shipment upon notification of Rockwell Automation's readiness to ship, goods shall be placed in suitable storage by Rockwell Automation. Storage charges, escalation charges (if applicable) and any charges for drayage, re-inspection by quality assurance, etc. will be accrued to the account of the purchaser.
C25	If required, Rockwell Automation standard submittal procedure includes up to 10 submittal binders & 3 CD's. Note: The price quoted for submittals is for the printing services only. The engineering required in the preparation of submittals is included in the base price of the quoted VFD's. Any submittal not returned within 3 months of submittal date will be reviewed for price and delivery impact.
C26	Customer or Site-Specific Requirements. This Statement of Work does not include Customer specific requirements or on-site activities such as Customer or site-specific safety training, background checks, health-related testing or vaccinations, international work visas, and copies of expense receipts. Rockwell Automation must be made aware of any such requirements prior to contract award. Costs for associated time and expenses incurred while complying with such requirements will be at Customer expense.
C27	Infectious Disease Planning. Rockwell Automation is committed to health, safety, and doing all we can to maintain a high level of service for our customers. We are committed to communicating with you about the impact that an infectious disease and any related governmental restrictions may have on the deployment of our personnel and delivery of the project and truly appreciate your cooperation and understanding. In submitting any purchase order, you acknowledge and agree that Rockwell Automation will be excused from performance, or delay in performance, of its obligations under this purchase order, regardless of whether a contract is currently in place governing the parties' relationship, to the extent that Rockwell Automation is unable to perform such obligations due to the effects of a known infectious disease affecting Rockwell Automation and/or third parties, including, without limitation, logistics and materials suppliers.
	Exceptions
E1	All demolition, installation and wiring requirements not included in this proposal. Rockwell Automation Installation Services can be offered upon request at an additional expense.
E2	No operator, maintenance or electrical training is included.
E3	To all Seismic specifications and requirements. Rockwell Automation may propose "seismic anchoring calculations only" stamped by a certified PE.

Table 1: Assumption, Clarifications, and Exceptions

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Rockwell Automation proposals from CSB- The Customer is solely responsible for determining if the Products requirements specified are acceptable for their intended use. Rockwell Automation disclaims all liabilities relative to Customer's specifications for the Product and its intended use. Any Product requirements or other deliverables beyond what was specified in the FasTrac proposal shall not be included as part of the Product deliverable and if acceptable by Rockwell Automation shall be subject to an equitable adjustment to price, scheduling and other affected terms and conditions.

Unless otherwise stated in this Statement of Work, the following is not included: Municipality Specification Review, Drive Selection, Project Spec Generation, O & M Manuals, Submittal Drawings, Custom Control Circuit, Testing, Harmonic Analysis and Training. Any of these deliverables, or other deliverables required outside of the Statement of Work could result in monetary change orders or order cancellation.

On site services rescheduling Fees:

Should an engineer be confirmed and then cancelled or rescheduled by the customer for any reason, Rockwell Automation can apply a rescheduling fee. This fee will be charged per rescheduling occurrence.

On site services where rescheduling fees apply	Rescheduling Fee	Description
• Start-Up • Training • Harm 3	\$250 \$250 \$250	See Services Descriptions below

Note: All drives are to be available for a contiguous start-up. If multiple trips are required, additional travel charges will apply.

Termination for Customer Convenience

This section describes cancellation fees for the scope defined in this Statement of Work, according to stage in which the cancellation is requested. Refer to the termination provision of the Terms and Conditions of Sale referenced in Statement of Work.

This schedule applies to all items being considered for cancellation, unless otherwise indicated or confirmed by Rockwell Automation. The percentage is based on the total net order/item value at the time of cancellation.

Project Stage	Cancellation Fee	Description
(1) Order Entry	10%	Customer PO accepted by Rockwell Automation via order acknowledgement confirmation
(2) Engineering Drawing Generation	30%	Kick-off meeting with Customer Initial Submission of Drawings
(3) Release to Manufacturing	75%	Parts Procurement
(4) Complete and Ready for Shipping	100%	Completed Test and Inspection; Ready for Shipping

Commitment for System Sales through Distribution

In submitting any purchase order, you acknowledge and agree that Rockwell Automation will be excused from performance, or delay in performance, of its obligations under this purchase order, regardless of whether a contract is currently in place governing the parties' relationship, to the extent that Rockwell Automation is unable to perform such obligations due to the effects of the COVID-19 pandemic on Rockwell Automation and/or third parties, including without limitation, logistics, and materials suppliers.

General. This Commitment ("Commitment") covers purchase by Distributor's customer ("Customer") from Distributor of the hardware, and/or software (individually a "Product" and collectively "Products"), and/or services ("Services") and/or Products and Services described and integrated pursuant to this Statement of Work (collectively as integrated pursuant to the Statement of Work, the "Work") to be provided by Rockwell Automation, Inc. and/or its affiliates ("Rockwell Automation"). Its terms are integral to the Statement of Work. In other words, Customer purchases the Work subject to the terms contained in this Commitment (as well as other terms that may be included elsewhere in the Statement of Work). These terms apply directly to Customer and Rockwell Automation. Previously negotiated and signed terms and conditions with Customer that include provisions between Rockwell Automation and Customer that are intended to apply to the sale through distribution of Products, Services, and/or Work covered by this Commitment supersede these terms.

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Warranty. (a) *Warranty for the Work:* Rockwell Automation warrants to Customer for the lesser period of 18 months from delivery or 12 months from startup, that the Work will perform as stated in the Statement of Work and the Products will be free of defects in material, fabrication, and workmanship provided that: (1) the operating conditions and use of the Work are in accordance with any standards set forth in the Statement of Work, Rockwell Automation's published specifications, and applicable recommendations of Rockwell Automation; and (2) the installation, adjustment, tuning, and start-up of the Work have been properly performed in accordance with Rockwell Automation's published specifications and any applicable recommendations of Rockwell Automation. Repaired or replacement Products provided pursuant to subparagraph (d) below are similarly warranted for the longer period of six months from date of shipment or the remainder of the original warranty term.

(b) *Products Warranty:* Rockwell Automations standard warranty to Customer is for the period of 18 months from manufacture date, that the Products will be free of defects in material, fabrication, and workmanship provided that: (1) the operating conditions and use of the Product are in accordance with any standards set forth in the Statement of Work, Rockwell Automation's published specifications, and applicable recommendations of Rockwell Automation; and (2) the installation, adjustment, tuning, and start-up of the Product have been properly performed in accordance with Rockwell Automation's published specifications and any applicable recommendations of Rockwell Automation. Repaired or replacement Products provided pursuant to subparagraph (d) below are similarly warranted for the longer period of six months from date of shipment or the remainder of the original warranty term.

(c) *Services Warranty:* Rockwell Automation warrants to Customer for a period of 30 days from the date services are provided that service shall be performed in a workmanlike manner conforming to standard industry practice.

(d) *Remedies:* Remedies under this warranty will be limited to, at Rockwell Automation's discretion, replacement, repair, re-performance, modification, or issuance of a credit for the purchase price of the Products and/or Services involved, but only after Rockwell Automation's receipt of Customer's written notification of non-conforming Products, Services or Work and the return of such products pursuant to Rockwell Automation's instructions. Replacement Products, at Rockwell Automation's discretion, may be new, remanufactured, refurbished, or reconditioned. If the repair, re-performance, or replacement does not cure the defective performance, Customer may request emergency on-site service, which will be at Rockwell Automation's expense (consisting of time, travel, and expenses incurred by Rockwell Automation related to such services). If the defective performance is not due to warranted defects in the Products, Services or Work, the on-site service will be at Customer's expense. On-site warranty services performed at Rockwell Automation expense shall not include removal or reinstallation costs related to large-scale assemblies such as motors or transformers. The foregoing will be the exclusive remedies for any breach of warranty or breach of contract arising from warranted defects.

(e) *General:* Warranty satisfaction is available only if (a) Rockwell Automation is provided prompt written notice of the warranty claim, and (b) Rockwell Automation's examination discloses that any alleged defect has not been caused by misuse, neglect, improper installation, operation, maintenance, repair, alteration, or modification by other than Rockwell Automation, accident, or unusual deterioration or degradation of the Products or parts thereof due to physical environment or electrical or electromagnetic noise environment.

(f) THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, OR FITNESS FOR A PARTICULAR USE.

Disclaimer and Limitation of Liability. NEITHER ROCKWELL AUTOMATION NOR CUSTOMER WILL BE LIABLE TO THE OTHER FOR BUSINESS INTERRUPTION OR LOSS OF PROFIT, REVENUE, MATERIALS, DATA, OR THE LIKE (WHETHER DIRECT OR INDIRECT) OR FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. EACH PARTY'S MAXIMUM CUMULATIVE LIABILITY TO EACH OTHER FOR ALL OTHER CLAIMS AND LIABILITIES WILL NOT EXCEED THE LESSER OF \$1,000,000 OR THE COST OF THE WORK. ROCKWELL AUTOMATION DISCLAIMS ALL LIABILITY FOR TO GRATUITOUS ASSISTANCE PROVIDED BY ROCKWELL AUTOMATION BUT NOT REQUIRED BY THE STATEMENT OF WORK. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS THE FORM OF ACTION, WHETHER CONTRACT, TORT, OR OTHERWISE, AND EXTEND TO THE BENEFIT OF ROCKWELL AUTOMATION'S VENDORS AND APPOINTED DISTRIBUTOR.

Software Licenses and Ownership. (a) *Standard Software.* Software comprised of firmware or standard software (including, but not limited to packaged software, Rockwell Automation's preexisting templates, models and library files, and commercially available software) (collectively "Standard Software") is subject to Customer's acceptance of additional terms and conditions set forth in separate Rockwell Automation or third-party click-wrap license agreements provided with such Standard Software. Such terms and conditions shall be the exclusive terms and conditions applicable to such Standard Software, excluding Customer's obligation to pay any license fee which shall be identified in the Statement of Work.

(b) *Documentation and Application Software.* Rockwell Automation hereby grants to Customer a non-exclusive, non-transferable license to modify and use solely in conjunction with the Work all documentation and any Application Software created by Rockwell Automation as specified in the Statement of Work. Application Software includes application project files for control programming, design, configuration, and visualization in source code and/or scripting code created by Rockwell Automation under the Agreement for operational use with Rockwell Automation's Standard Software or the Customer's system as specified in the Statement of Work. Customer is solely responsible for its modifications to documentation and Application Software. Except for any Customer or third-party confidential information, Rockwell Automation retains all right, title, and interest to documentation and Application Software developed by Rockwell Automation. Customer shall not sublicense or assign the documentation or the Application Software except to a customer who purchases the Work from Customer. Customer may make an additional archival copy of such documentation and Application Software for backup.

(c) In the absence of a separate Rockwell Automation license agreement for software provided by Rockwell Automation under a Statement of Work, Rockwell Automation hereby grants Customer a non-exclusive, non-transferable license to use such software solely in conjunction with the Work for the project identified in the Statement of Work without the right to sublicense, disclose, disassemble, decompile, reverse engineer, or otherwise modify the

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software (except for modifications of Application Software as set forth above). Ownership of the respective Rockwell Automation or third-party software shall remain with Rockwell Automation or the third party.

(d) *Ownership of Pre-existing Intellectual Property.* Each party shall own all right, title, and interest in all patents, trademarks, copyrights, confidential information, trade secrets, mask rights, and other intellectual property rights as it owned on the date of this Agreement.

(e) *No Other Licenses.* Except as expressly set forth in this Agreement, no license under any patents, trademarks, copyrights, confidential information, trade secrets, mask rights, or other intellectual property rights is granted or implied by either party.

Confidentiality. (a) During the term of this Commitment and for a period of three years thereafter, each party will maintain in strict confidence all technical and business data and information disclosed by one party to the other that is marked "Confidential" and will not use or reveal such information without the prior written authorization of the other.

(b) The obligations of confidentiality and non-use will not apply to information (i) that is published or becomes part of the public domain other than by means of a breach of this Commitment; (ii) that a party can prove by written documentation was known to it prior to disclosure by the other party; (iii) that a party subsequently rightfully receives from a third party without an obligation of confidentiality; (iv) that a party discloses to a third party on a non-confidential basis; or (v) that was independently developed by the receiving party.

(c) Each party will take reasonable precautions to instruct its employees and consultants of its obligation under this section. Additionally, each party shall protect the exchanged information of the other against unauthorized use or disclosure with the same degree of care as it accords its own proprietary information of a similar type, but not less than reasonable care.

(d) Disclosure of confidential information will not be precluded if it is: (i) in response to a valid order of a court or governmental body of the United States or any political subdivision thereof; provided; or (ii) otherwise required by law.

Delivery. Ex Works Rockwell Automation's plant or warehouse (per current Incoterms) or as otherwise specified in the Statement of Work (Delivery). In all cases, title transfers to Customer upon CES Boise/Rockwell Automation's delivery to Customer, except that title to all intellectual property rights associated with the Work remains with Rockwell Automation or its suppliers and licensors.

Acceptance. (a) Acceptance of the Work occurs either (i) on the date the Work conforms to acceptance criteria in the Statement of Work or is otherwise beneficially used by Customer, but in no event later than 60 days from start-up or 120 days following Delivery whichever occurs first; or (ii) if no acceptance criteria is specified in the Statement of Work then acceptance occurs upon Delivery.

(b) *Interim Approvals.* Any Rockwell Automation provided interim Work deliverable requiring Customer approval pursuant to the Statement of Work will be deemed accepted if formal Customer approval, written or as otherwise required, is not received by Rockwell Automation within two calendar weeks after the date submitted.

Changes. Any change resulting from any of the following circumstances is subject to equitable adjustments to price, scheduling, and other affected terms and conditions: (a) Customer requested changes, including those affecting the identity, scope, and delivery of the Products, Services or Work; (b) concealed or otherwise unknown physical conditions differing materially from those indicated or anticipated in the Statement of Work or that otherwise differ materially from those ordinarily found under similar circumstances; (c) delays caused by Customer, its employees, affiliates, other contractors to Customer, or any other party within Customer's reasonable control; and (d) any emergency endangering persons or property; in such emergency circumstances, Rockwell Automation may act at its discretion to prevent damage, injury, or loss.

All changes, except actions necessitated by emergencies as provided in (d) above, must be executed by a written change order signed or otherwise definitively authorized by both parties, and Rockwell Automation will not begin work on a change until it is authorized. All claims must be made within a reasonable time after the occurrence giving rise to the claim.

Temporary Suspension of Work by Customer. Except as set forth in the applicable Statement of Work, Customer may, by providing prior written notice, request that Rockwell Automation temporarily suspend performance and delivery of the Work, in whole or in part. The notice shall specify the portion of the Work to be suspended, the effective date of suspension, Customer's anticipated duration of suspension, and the reasons for the suspension. Rockwell Automation shall suspend performance as requested, except as necessary for the care or preservation of Work previously executed. On or before the date the suspension begins, Customer must pay Rockwell Automation the unpaid balance of the portion of the Work previously executed plus any additional costs incurred by Rockwell Automation as a result of the suspension. Rockwell Automation shall resume the suspended Work after a change order is executed covering adjustments to the contract price, schedule, and any other affected terms or conditions resulting from the suspension. Unless otherwise agreed, the maximum cumulative period for suspension is 60 days. Upon expiration of this or any shorter period agreed upon as provided above, Rockwell Automation may terminate this Agreement, and Customer shall pay all costs of cancellation (including third-party commitments, reasonable profit, and overhead) upon submission of Rockwell Automation's invoices.

Safety and Standards. Rockwell Automation is responsible for compliance of the Work with laws, regulations, and standards, including safety regulations and standards, of the country where the Work will be located that are applicable to the Work at the effective date of this Agreement. Customer must inform Rockwell Automation of any other laws, regulations, or standards that may apply to the Work. Rockwell Automation will be responsible for compliance with such other safety or other standards only if documented in the Statement of Work. Rockwell Automation is not responsible for laws, regulations, or standards that apply to Customer's (or end user's, if different from Customer) facility, equipment, process, information system, or data.

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Site Rules, Licenses, Permits, Site Preparation. (a) Rockwell Automation agrees to comply with all applicable posted site rules of Customer (unless inconsistent with the obligations set forth in the Statement of Work) and any additional Customer's site rules that have been incorporated into the Statement of Work.

(b) Customer is responsible for: (1) all licenses, permits, clearances, and site access rights; (2) all sites being ready and equipped with all necessary Customer furnished equipment and facilities; (3) any required customer fixtures or facilities being safe, hazard free, structurally sound, and sufficient; (4) reasonable access to the worksite, (5) properly using, calibrating operating, monitoring and maintaining the Work consistent with all Rockwell Automation or third-party provided instructions, warnings, recommendations and documentation; (6) all other factors affecting the Work that are outside of the direct control of Rockwell Automation; and indemnifying Rockwell Automation for any claims to the percentage extent directly caused by Customer's breach of the obligations listed in this section (b).

Customer Specification. (a) Unless otherwise specified in the Statement of Work, Rockwell Automation does not warrant or indemnify and will not otherwise be liable for (i) design, materials, or construction criteria furnished or specified by Customer and incorporated into the Work or Products, (ii) products supplied by, made by or sourced from Customer or other manufacturers or vendors specified by Customer; or (iii) commercially available computer software, hardware, and electrical components. (Such Customer-specified products shall include but not be limited to any identified in the Statement of Work.) Any warranty or indemnity applicable to such Customer supplied/specified products will be limited solely to the warranty or indemnity, if any, extended by the original manufacturer or vendor other than Rockwell Automation to the extent permissible thereunder.

(b) **RoHS:** Customer supplied/specified products will meet all applicable material restrictions as defined in RoHS. If it does not, Customer will notify Rockwell Automation prior to shipment of the Customer supplied/specified products to Rockwell Automation. Customer will indemnify Rockwell Automation against any claim arising out of Rockwell Automation's use of Customer supplied/specified products.

Customer Information. (a) Customer represents and warrants that it has the rights to the information provided or made available by Customer to Rockwell Automation, including but not limited to technical specifications, drawings, source code, application code, communication interfaces, protocols, and all other documentation (collectively "Customer Information"), for Rockwell Automation to perform its obligations under this Agreement and that such access to and use of Customer Information under this Agreement will not infringe or violate any agreement, confidentiality obligations, copyrights, or other intellectual property rights of the original vendor or any other third party. Customer agrees to indemnify Rockwell Automation from any claims arising out of Rockwell Automation's use of Customer Information pursuant to the Statement of Work.

(b) In Rockwell Automation's performance of services, sales activities, or in connection with Customer's use of Rockwell Automation Products, Rockwell Automation may obtain, receive, or collect data or information, including Customer's contract information, computer system profile, Rockwell Automation Product installation data, and Customer's usage specific data of Rockwell Automation Products (collectively, the "Data"). In such cases, Customer grants Rockwell Automation a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of the Data solely to facilitate the performance of sales and services by Rockwell Automation and its affiliates (including, but not limited to, quality, safety, energy, and security analytics, product and service diagnostics and prognostics, and reporting), and to facilitate or improve Customer's use of the Products. In addition, Customer grants Rockwell Automation and its affiliates a license to use and aggregate the Data in support of Rockwell Automation's marketing and sales activities. Rockwell Automation and its affiliates may also use this information in the aggregate, in a form which does not personally identify Customer, to improve Products and Rockwell Automation may share anonymous aggregate data with our third party suppliers and service providers.

Independent Terms. Rockwell Automation is not a party to or bound by any contract between Customer and Distributor, including by Distributor's acceptance of a Customer purchase order. Distributor is an independent enterprise, not an agent or representative of Rockwell Automation, and is not authorized to bind Rockwell Automation.

Effective Date. This Commitment will become effective when Customer purchases the Work from Distributor. Customer agrees that by purchasing the Work it accepts the Statement of Work and Commitment. Absent such purchase, this Commitment will become null and void. No addition or modification to the Commitment and Statement of Work, including terms appearing in Customer's purchase order or requisition, will bind Rockwell Automation unless mutually agreed to in writing.

Certifications.

Pursuant to Idaho Code §§ 67-2359 and 67-2346, by accepting this purchase order, Supplier hereby certifies:

- A. That Supplier is not currently owned or operated by the government of China and will not, for the duration of this Contract, be owned or operated by the government of China.
- B. That Supplier is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control.

CED SALES TERMS AND CONDITIONS

1. Sales:

All sales are expressly conditional on Buyer's agreement to the standard terms and conditions herein. Any of the terms and provisions of Buyer's order which are inconsistent with or in addition to the terms and conditions hereof shall not be binding on Seller and shall not be considered applicable to the sale or shipment of the merchandise referred to herein. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after Buyer's receipt hereof, acceptance of the terms and conditions hereof by Buyer shall be indicated, and, in the absence of such notification, the sale and shipment by Seller of the merchandise covered hereby shall be conclusively deemed to be subject to the terms and conditions hereof.

2. Third Party Contract Obligations:

In the event that Buyer has contracted for or otherwise assumed with any other party any obligation or liability to an owner, contractor, construction manager, governmental entity, or any other person or entity responsible for the completion of any portion of any project in which Seller's goods will be used, the parties agree that Seller is not a party to such contract. Therefore, Seller does not assume any liability or obligation – including but not limited to any liability or obligation related to governmental regulations or flowdown terms – under any such contract or agreement. Absent a written agreement to the contrary, signed by an authorized representative of Seller, Buyer releases and agrees to defend, indemnify and hold Seller harmless for any claims of any nature whatsoever related to any obligation, risk, liability or responsibility which was Buyer's under any contract or which was assumed by Buyer towards any owner, contractor, construction manager, governmental entity, or other party involving the goods or work supplied by Seller to fulfill any contractual requirement.

3. Important Notice to Federal Customers or Contractors Regarding Country of Origin:

It is Buyer's responsibility to advise Seller in writing whether there are any requirements regarding country of origin for the goods supplied by Seller. Upon request, Seller will provide country of origin information so that Buyer may determine compliance with any applicable governmental requirements or regulations. By purchasing goods without advising Seller of any country of origin requirements, Buyer represents that it has authority to make such purchase and has complied with all applicable procurement regulations.

4. Warranties:

The goods sold by Seller are products of recognized manufacturers sold under their respective brand or trade name in accordance with their terms and conditions. Seller shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of goods that may prove defective in material, design, or workmanship. The foregoing shall constitute the exclusive remedy of Buyer and the sole obligation of Seller. Except as to title, SELLER GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR OTHERWISE. Seller shall not, under any circumstances be liable for any special, direct, indirect, incidental, exemplary, liquidated, or consequential damages to persons or property arising out of or connected with the transactions contemplated hereby or the design, manufacture, subsequent sale or use of the goods, including, but not limited to, loss of profit or revenues, loss of use of the products, or any associated equipment, cost of capital, cost of substitute or replacement products, cost of labor associated with substitute or replacement products, facilities, service, or replacement power, down time costs, or claims of Buyer's customers for such damages. Seller's maximum cumulative liability relative to all other claims and liabilities, including that with respect to direct damages and obligations under any indemnity, whether or not insured, will not exceed the cost of the goods or services giving rise to the claim of liability. Seller disclaims all liability relative to gratuitous information or services provided by, but not required of seller hereunder. If Buyer transfers title to or leases the products sold hereunder to any third party, Buyer shall indemnify and defend Seller and its suppliers against any such damages.

5. Product Compliance and Suitability:

Jurisdictions have varying laws, codes and regulations governing construction, installation, and/or use of goods for a particular purpose. Certain goods may not be available for sale in all areas. Seller does not guarantee compliance or suitability of the goods it sells with any laws, codes or regulations, nor does Seller accept responsibility for construction, installation and/or use of goods. It is Buyer's responsibility to review the product application and all applicable laws, codes and regulations for each relevant jurisdiction to be sure that the construction, installation, and/or use involving the goods are compliant. ABSENT ADVANCE WRITTEN SELLER ACKNOWLEDGEMENT NOTHING SELLER SELLS IS FOR USE IN CONNECTION WITH SAFETY-RELATED APPLICATIONS OF A NUCLEAR FACILITY OR ANY HAZARDOUS ACTIVITY WHERE FAILURE OF A SINGLE COMPONENT COULD CAUSE SUBSTANTIAL HARM TO PERSONS OR PROPERTY.

6. Intellectual Property

Upon prompt notice by Buyer of any claim of U.S. patent, copyright, or trademark infringement with respect to any goods, Seller will use its reasonable efforts to secure for Buyer such indemnity rights as the manufacturer may customarily give with respect to such goods. This section sets forth Buyer's sole and exclusive remedy against Seller regarding the infringement by any goods of any third party intellectual property rights, including, without limitation, any patents or trademarks.

7. Export Controls and Anti-Corruption:

Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters. Buyer shall also comply with applicable laws and regulations relating to anti-corruption, including, without limitation, the United States Foreign Corrupt Practices Act (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance and laws in Buyer's country or any country where performance of this agreement or delivery of goods will occur.

8. Prices, Delivery, Title and Risk of Loss:

Delivery dates are approximate and based upon receipt of all necessary information from Buyer. Unless otherwise specified by Seller, delivery will be made and title and risk of loss or damage will pass F.O.B. destination to Buyer and each shipment or delivery shall be considered a separate and independent transaction. Unless otherwise quoted, prices for goods shall be those in effect at the time of shipment. Prices for special-order goods may be subject to change prior to shipment; Seller shall notify Buyer of any change, and Buyer may, subject to the Cancellation provisions, ask to cancel the special-order goods if the revised prices are unacceptable, in which case Buyer shall be liable for vendor-related charges due to the cancellation. Unless otherwise stated, all quotations expire thirty (30) days from the date of the quotation, or such earlier time as Seller provides notice to Buyer if not already accepted. This time limit applies even if Buyer has used the quotation to submit a job or project bid to any other party.

9. Warehousing Terms and Conditions.

THIS SECTION SHALL ONLY APPLY WHEN SELLER IS PROVIDING, WITHIN PREMISES OWNED, LEASED, SUBLEASED, AND/OR LICENSED BY SELLER (AS APPLICABLE, THE "SPACE"), STORAGE, KITTING, ASSEMBLY, STAGING, MODIFICATION, FABRICATION AND/OR RELATED SERVICES (COLLECTIVELY, "WAREHOUSING SERVICES") INVOLVING EQUIPMENT, INVENTORY, MATERIALS, TOOLS, AND/OR OTHER GOODS THAT ARE OWNED BY BUYER OR A THIRD-PARTY THAT HAS

AUTHORIZED BUYER TO POSSESS AND PROVIDE SAME TO SELLER FOR THE PROVISION OF WAREHOUSING SERVICES (COLLECTIVELY, “WAREHOUSED GOODS”). This Section shall be read to compliment and supplement the other sections of these T&Cs, which shall also apply to Warehousing Services, but with the provisions of this Section controlling over any conflicting provisions in any other Section(s) of these T&Cs solely when and to the extent concerning Warehoused Goods and/or Warehousing Services.

(a) Buyer Warranties. Buyer warrants that: (i) it owns and has good and clear title to the Warehoused Goods or, if a third-party owns the Warehoused Goods, is otherwise entitled to possess and provide same to Seller for the provision of Warehousing Services; and (ii) the Warehoused Goods are non-hazardous, non-explosive, and not highly flammable and will not require refrigeration or other specialized storage unless otherwise expressly agreed by Seller in writing.

(b) Rates for Warehousing Services. Rates and charges for Warehousing Services may be changed from time to time by: (i) Seller's provision of at least thirty (30) days' written notice to Buyer; or (ii) the mutual written agreement of the parties. Unless otherwise agreed in writing, rates for Warehousing Services shall cover only Seller's reasonable and ordinary labor involved in receiving the Warehoused Goods at the Space, placing the Warehoused Goods into storage in the Space (if applicable), and returning Warehoused Goods to the loading door or dock of the Space for pick-up by the Buyer or its carrier. Unless otherwise agreed in writing, Buyer shall be solely liable for all shipping, packaging, cargo insurance, and other charges, as well as any demurrage and/or detention charges incurred in connection with loading, unloading, packaging, receipt, and/or delivery of the Warehoused Goods. Buyer shall reimburse Seller on demand for all other costs incurred by Seller in connection with performing the Warehousing Services, including non-routine labor and other special services (i.e., other than ordinary handling and storage) at Seller's then prevailing rates.

(c) Warehousing Services Warranties; Disclaimer and Exclusive Remedies. Seller warrants that it will perform the Warehousing Services with a reasonable degree of care. Claims for breach of such warranty must be submitted to Seller in writing, along with photographs and other reasonable supporting documentation, no more than three (3) business days after Buyer first becomes aware or first reasonably should have become aware of such claim, but in no event more than ten (10) calendar days after the conclusion of the Warehousing Service(s) at issue. Seller's good faith determination of the validity of any such warranty claim shall control and Buyer shall comply with Seller's instructions regarding the use, return, and/or disposal of any such Warehoused Goods as part of the warranty process. EXCEPT AS EXPRESSLY PROVIDED IN THIS SUBSECTION IMMEDIATELY ABOVE, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, RESPECTING WAREHOUSED GOODS OR WAREHOUSING SERVICES, AND SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY USAGE OF TRADE, OR COURSE OF DEALING OR PERFORMANCE. CUSTOMER'S EXCLUSIVE REMEDIES FOR BREACH OF SUCH LIMITED WARRANTY ARE REPAIR OR REPLACEMENT OF THE WAREHOUSED GOOD(S), CORRECTION OR RE-PERFORMANCE OF THE WAREHOUSING SERVICE(S), OR REFUND OR CREDIT FOR THE ORIGINAL PURCHASE PRICE PAID BY CUSTOMER TO SELLER FOR THE WAREHOUSED GOOD(S) AND/OR WAREHOUSING SERVICE(S) AT ISSUE, AT SELLER'S OPTION.

(d) Title and Risk of Loss; Care, Custody, and Control. Title to and ownership of the Warehoused Goods shall, as between Buyer and Seller, remain exclusively with Buyer. Except to the extent of Seller's limited warranty and exclusive remedy obligations, Buyer is solely responsible for all risk and actual loss of, damage to, or destruction of the Warehoused Goods. Care, custody, and control over the Warehoused Goods shall at all times, as between Buyer and Seller, remain exclusively with Buyer, except that Seller shall be deemed to have care and custody solely when the Warehoused Goods are in Seller's physical possession in the Space for purposes of the Warehousing Services, in which case Seller's obligations are limited to the fulfillment of its limited warranty and exclusive remedy obligations. For the avoidance of doubt, and notwithstanding anything herein to the contrary, Buyer is solely responsible and shall release, defend, and indemnify Seller, its affiliates, and its/their employees, agents, officers, directors, and insurers from and against all loss of, damage to, or destruction or costs of or resulting from the Warehoused Goods in connection with any latent defects in the Warehoused Goods or any event or occurrence outside of Seller's reasonable control, including, but not limited to, as a result of theft, vandalism, riot, pandemic,

flood, fire, earthquake, hurricane, war, tornado, major storm, government takings, or other "force majeure" events or occurrences.

(e) Relocation of Warehoused Goods. Buyer shall be responsible for ensuring that the Warehoused Goods are safely and securely loaded and transported away from the Space on or before the termination or expiration of the Warehousing Services at issue. If Seller relocates the Warehoused Goods to a location other than the Space due to emergency or Buyer's failure to load and transport such Warehoused Goods away on or before the termination or expiration of the applicable Warehousing Services, all risk of loss shall immediately transfer back to Buyer, including during such relocation, and all costs and expenses related thereto, including, but not limited to, packaging and transportation costs, cargo insurance, additional storage costs, legal fees and court costs, plus reasonable overhead and profit, shall be immediately reimbursed to Seller by Buyer on demand.

(f) Insurance Requirements for Warehoused Goods. Buyer is solely responsible for insuring the Warehoused Goods, at all times, including, without limitation, while in the Space and through and including handling, packaging, loading, unloading, and transport to and from all locations. Buyer and its insurers shall waive all rights of subrogation and recovery against Seller and its affiliates and its and their insurers, officers, directors, and employees with respect to the Warehoused Goods. At a minimum, Buyer, at its sole cost, shall procure and maintain throughout the duration of the Warehousing Services the following types of insurance in amounts and with insurers acceptable to Seller: (1) Commercial General Liability Insurance; (2) Worker's Compensation & Employer's Liability (stop gap) Insurance; (3) Auto Liability Insurance ; (4) Umbrella Liability Insurance; and (5) All-Risk Property Insurance at no less than full replacement cost for all Warehoused Goods and all of Buyer's real and other personal property, machinery, equipment, fixtures and any other property owned or leased by Buyer and in any way related to the Warehousing Services and/or Warehoused Goods. Such policies shall be endorsed to name Seller as additional insured and endorsed to provide a Waiver of Subrogation in favor of Seller. Buyer shall be solely responsible for all premiums, deductibles, and self-insured retentions.

10. Excusable Delays:

Seller will notify Buyer promptly of any material delay and will specify the revised delivery as soon as practicable. Seller shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform as a result of acts of God, fire, acts of civil or military authority, governmental priorities, strikes or other disturbances, floods, epidemics, war, riots, delays in transportation or car shortages, or inability on account of causes beyond the reasonable control of Seller to obtain necessary materials, components, services or facilities, or any other cause beyond Seller's reasonable control. In the event of any such delay there will be no termination and the date of delivery or performance shall be extended for a period equal to the time lost by the reason of the delay.

11. Cancellation:

Unless the cancellation is due to a default by Seller, once an order is placed with and accepted by Seller, the order cannot be cancelled, unless Seller consents in writing. If an order is cancelled, Buyer shall reimburse Seller for any cost it incurs as a result of such cancellation, including but not limited to cancellation or restocking fees.

12. Returns:

Merchandise is not returnable without the written consent of Seller. Requests for permission to return must be made within thirty days after receipt of shipment. Seller will assign an authorized number for approved returns which must appear on both the customer's shipping container and the related debit memo. Only current items in their original cartons standard package quantities are subject to return. All unauthorized returns will be sent back to Buyer at Buyer's expense. Return shipments must be pre-paid and shipped in accordance with the instructions set forth on the return authorization form. Credit will be issued, less any transportation charges and service

charges, to cover handling, inspection, counting, repacking, etc.

13. Payments and Financial Conditions:

Unless otherwise provided, deduct percentage cash discount shown in C/D column from total due (which is intended to include sales tax, if any is charged) if paid by 10th of the month following purchase, otherwise net payment is due by the 15th of the month following purchase.

Except to the extent otherwise specified by Seller in its quotation, pro rata payments shall become due without setoff as shipments are made. If Seller consents to delay shipment after receipt of any specially ordered products, payment shall become due on the date when Seller is prepared to make shipment.

Any order for products by Buyer shall constitute a representation that Buyer is solvent and has the ability to pay its obligations as they become due. In addition, upon Seller's request, Buyer will furnish a written representation concerning its solvency at anytime prior to shipment.

If Buyer's financial condition at any time does not justify continuance of the work to be performed by Seller hereunder on the agreed terms of payment, Seller may require full or partial payment in advance. In the event of Buyer's bankruptcy or insolvency, or in the event any proceeding is brought against Buyer, voluntary or involuntary, under any bankruptcy or insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate, and shall receive reimbursement for its proper cancellation charges. Seller's rights under this article are in addition to all rights as they are available to it at law or in equity.

If Seller has extended credit to Buyer through a Credit Agreement, Buyer hereby grants a purchase money security interest to Seller in the following collateral: (i) any and all electrical supplies and other goods purchased or otherwise obtained from Seller by Buyer; (ii) any and all accounts receivable and other rights to payment obtained by Buyer as a result of, or in connection with, the installation of electrical supplies or other goods purchased from Seller upon or into real or personal property of another, including, but not limited to, any statutory liens or security interests securing any such rights to payment, and any chose in action to obtain or secure payment; and (iii) any and all proceeds of the foregoing. This security interest shall secure any and all obligations, of any kind, owed by Buyer to Seller, whenever incurred. In the event of default by Buyer on any such obligation, Seller shall be entitled to exercise any of the rights of secured creditors under Article 9 of the Uniform Commercial Code. Buyer further agrees to take any and all action requested by Seller to enforce any right to payment in which Seller has a security interest hereunder, at Buyer's sole cost.

If Seller has extended credit to Buyer through a Credit Agreement, Seller may exercise, from time to time, any and all rights and remedies available to it under the UCC or under any other applicable law in addition to, and not in lieu of, any rights and remedies expressly granted in the Credit Agreement signed by Buyer or in any other agreements between any Buyer and Seller, and may, without demand or notice of any kind, appropriate and apply toward the payment of such of the obligations, whether matured or unmatured, including costs of collection and attorneys' and paralegals' fees and costs, and in such order of application as Seller may, from time to time, elect, any indebtedness of Seller to any Buyer, however created or arising, including balances, credits, deposits, accounts or moneys of such Buyer in the possession, control or custody of, or in transit to Seller. Buyer, on behalf of itself and any obligor under the Credit Agreement, hereby waives the benefit of any law that would otherwise restrict or limit Seller in the exercise of its right, which is hereby acknowledged, to appropriate at any time hereafter any such indebtedness owing from Seller to any Buyer.

14. Disclosure of Information:

Any information, suggestions or ideas transmitted by Buyer to Seller in performance hereunder are not to be regarded as secret or submitted in confidence except as may be otherwise provided in writing and signed by a duly authorized representative of Seller.

15. Electronic Interchange of Data:

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in any writings are intended to authenticate the writing and to have the same force and effect as manual signatures. If Buyer and Seller mutually agree to use an electronic method or system to facilitate purchase and sale transactions, Buyer agrees that it will not contest: (i) any contract of sale resulting from such electronic means of data exchange under the provisions of any law relating to whether agreements must be in writing or signed by the party to be bound thereby; or (ii) the admissibility of copies of electronic records under the business records exception to the hearsay rule, the best evidence rule or any other similar rule, on the basis that such records were not originated or maintained in documentary form. Buyer and Seller will negotiate and agree on technical standards and methods to use in making electronic purchases, and will use reasonable security procedures to protect electronic records from improper access. In the event of a conflict, the business records maintained by Seller regarding electronic purchases made by customer shall be deemed to be conclusive.

16. Taxes:

In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added or other similar tax applicable to the price, sale, or delivery of any product or services furnished hereunder, or to their use by Seller or Buyer, or Buyer shall furnish Seller with a tax exemption certificate acceptable to the taxing authorities.

17. Claims Against Seller:

In order to give Seller a reasonable opportunity for investigation, any claim by Buyer against Seller based wholly or in part upon, or any manner related to this agreement and/or merchandise sold hereunder, shall be made in writing and delivered to Seller within (30) days after the date of sale or occurrence giving rise to the claim, whichever shall be later; otherwise such claims shall be waived. Each notice of claims shall set forth fully the facts on which the claim is based. Any action based on such claim, or otherwise arising hereunder, must be commenced and prosecuted within two years after the cause of action has accrued.

18. General:

Any products delivered by Seller hereunder will be produced in compliance with the Fair Labor Standards Act of 1938 as amended and applicable. Seller will comply with applicable Federal, State, and local laws and regulations as of the date of any quotation, which relate to (i) non-segregated facilities and Equal Employment Opportunity (including the seven paragraphs appearing in Section 202 of Executive Order 11246 as amended) and (ii) Worker's Compensation. Price and, if necessary, delivery will be equitably adjusted to compensate Seller for the cost of compliance with any other laws and regulations.

The delegation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void. Any representation, promise, course of dealing, or trade usage not contained or referred to herein, will not be binding on Seller. No modification, amendment, rescission, waiver or other change shall be binding on Seller unless assented to in writing by Seller's authorized representative. The validity, performance and all matters relating to the interpretation and effect of this agreement or any amendment hereto shall be governed by the Uniform Commercial Code as in effect in the state in which Seller's place of business is located. Waiver by Seller of any default by Buyer hereunder shall not be deemed a waiver by Seller of any default by

Buyer which may thereafter occur.

19. Paragraph Headings:

Paragraph headings are inserted for convenience only and shall not be deemed to limit or affect the scope of the provisions contained therein.

Rev. 10-2023