



**Pall Advanced Separations System
Pall Technology Services**

839 NYS Route 13
Cortland, NY 13045
Phone: 607-758-1691
Fax: 607-758-4526

Email: pall_technology_csc@pall.com

Pall Proposal No.: **33102017-46670DSP**

Date: August 8, 2016

Service Contract Proposal
For
Pall Aria Microfiltration System
With
City of Flowery Branch

Equipment No: Large Water System	Module Warranty Expires: 11/11/15
PALL SAP: 347	Company Contact: Jeremy Perry
WBS No.: 01.00042	E-Mail: jeremyp@flowerybranchga.org
Start Up Date:	Phone:
Equipment Warranty Expires: 11/11/05	Site Location: Flowery Branch, GA

Table of contents

Page	
1	Cover Page; Instructions and table of contents
2	Customer Authorization for Service; Site and Billing addresses
3	Proposal Summary and pricing quotation
4	Definition of Contract Terms
6	Essential Service Event Details
8	Terms and Conditions

Instructions

To make purchase, please complete **customer authorization for service form** on page 2 and remit to:

**Pall Advanced Separation Systems
Pall Technology Services**
P.O. Box 5630, 839 State Route 13
Cortland, New York 13045-5630
Tel: 866-475-0115 / Fax: 607-758-4526
Email: Pall_Technology_csc@pall.com
Attn: Customer Service



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Customer Authorization for Service

I am an authorized representative of the Customer, and I accept the Terms and Conditions of this Service Agreement on behalf of the Customer. I authorize Pall Corporation to perform the work defined in this agreement, and accept the costs and charges defined in this agreement.

Company: _____

_____	_____
Print Name	Title/Position
_____	_____
Signature	Date

Purchase Order No. or Reference for Billing: _____

Circle Service Visit Frequency: Annual Semi-Annual Quarterly Single Other

Requested Date(s) to Schedule Service Visit(s): _____
(unless deemed emergency service, please allow a 4-week window to accommodate scheduling by Pall.)

Pall Proposal No.: _____

Effective Date and Duration: This Agreement will be effective as of the date signed below, and will remain in effect:

- until on site service work has been completed by Pall,
- for 12 consecutive months (or as indicated in the annual or multi-year contract)
- or until 30 days after receipt of notice of termination by either party.

Customer Billing Address: _____

Customer Comments: _____



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PROPOSAL SUMMARY

The frequency of the proposed service is **Annual** visit. If you require service frequency of Semi-Annual or Quarterly, the contract can be revised to accommodate your service needs. If additional service support is required beyond the contract frequency and scope, it can also be provided at the Pall standard service rates above. Advance authorization is required for any time that exceeds the scope of service and the amount of the issued PO. Additional T&E will apply.

PASS MM #	DESCRIPTION OF SERVICE	Price per Visit / Event	TOTAL Contract Value
38588	SYSTEM INSPECTION SERVICE ▪ travel time charge portal to portal is included	\$4,250.00	\$4,250.00
25678	CIP SERVICE ▪ CIP Services performed in conjunction with the scheduled System Inspection service visit.	\$3,400.00	\$3,400.00
66207	10/5 TECHNICAL PHONE SUPPORT • access to the Emergency Hotline from 7am- 5pm	Fee is per year	\$3,300.00
25662	TRAVEL AND EXPENSE ▪ Per diem expenses	\$1,400.00	\$1,400.00
25662	TRAVEL AND EXPENSE ▪ Airfare/Mileage	Invoiced at Cost per visit	Invoiced at Cost
TOTAL ANNUAL SERVICE CONTRACT		\$12,350.00 + airfare	\$12,350.00 + airfare

Effective Date and Duration

This Agreement will be effective as of the date agreement is signed by a designated approver of **City of Flowery Branch**, and will remain in effect for 12 consecutive months, or until 30 days after receipt of notice of termination by either party.

Definition of Contract Terms

Pall - Pall Corporation or its assigned Representative

Customer - Company or Organization purchasing services as defined by this contract

The role of the Pall Service Representative is to compliment the sites existing technical / maintenance staff by providing expertise specific to Pall supplied technology. The Pall Representative will direct site maintenance staff in the proper execution of maintenance procedures. The Customer maintenance staff will be responsible for supplying tools, ladders, lifts, or other equipment required to execute the maintenance function. Site personnel will be solely responsible for ensuring that all maintenance procedures are performed in accordance with all applicable safety regulations.

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Scope of Contract Services

- System Inspection Service
- CIP (Clean in Place)
- 10/5 Technical Service Support

System Inspection Service

Upon arrival, the Pall Service Engineer will meet with designated plant personnel to review the planned scope of work for the inspection, and obtain agreement prior to proceeding. Should the Customers expectations be outside of the scope of work, the inspection will not proceed until Pall and the Customer agree to the scope of service. If necessary, scope change can be quoted and accepted onsite, prior to performing the planned service.

A Pall Systems Engineer will perform a scheduled comprehensive Inspection Service of the Pall Aria Microfiltration System. During the visit, the Pall Systems Engineer will perform an inspection of all hardware and operating parameters to determine system operational status, and make preventive maintenance recommendations. Should an issue be identified that can be resolved by the Field Engineer during this visit, a price for the immediate service can be provided, and the work completed with your approval by means of a verbal change order to PASS Customer Service. Advance authorization is required for any time that exceeds the scope of service and the amount of the issued PO.

Upon completion of the service, the Pall Service Engineer will meet with designated plant personnel to review the findings of the inspection, and discuss any problems, corrective actions or recommendations.

CIP (Clean in Place)

Pall Systems require periodic cleaning; the cleaning frequency will vary. CIP neglect will cause long-term flux deterioration, which can be difficult to restore. If not performed on a regular basis, CIP Protocols may become unfamiliar, ominous and critical. Special CIP Protocols can be quoted, for systems that experience reduced flux.

CIP will be performed by the Pall Systems Engineer during the annual service contract visit.

Module warranty is dependent on proper system operation and maintenance, including CIP. Pall highly recommends at least quarterly CIP events, with Pall present to evaluate one annual CIP event to make sure that appropriate CIP protocol is being used, to identify and resolve any potential issues, and to help keep the module warranty in good standing. CIP service can be either full service or flux verification. Flux verification is a service to verify CIP process functionality only whereas with full service CIP, our engineer will perform the CIP process on the entire Pall system under contract.

10/5 Technical Phone Support Service -

When taking advantage of the Annual 10/5 Technical Phone Support option with the Annual Service Contract, our Customer is provided access to Palls' Service Hotline, with Pall System Engineers on full-time rotation to provide availability to live technical support. Your call is given priority over non-contracted Customers. In addition to technical support via email and fax, technical response to calls is provided within 4-hours of receipt.

Under contract, a flat annual fee is charged, and the hourly charge for access to Technical Support is waived during regular business hours of 7:00 am to 5:00 pm EST, excluding weekend and holidays. If



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after-hours technical support is utilized, you are charged hourly at the Pall's overtime service rate, with a minimum 1-hour charge. If the problem cannot be resolved over the telephone, our Customer can request a Pall Service Representative to visit the site location, which can be scheduled and provided at contract service rates.

Where possible, Pall will use remote modem access to troubleshoot and resolve problems.

Essential Service Event Details

Service Reports: If service reports are required by your site to comply with your company or state regulations, please indicate on your order that service report documents are required. Service reports detailing the visit and recommendations will then be provided.

Materials: This proposal covers service time only. All materials purchased by Pall for use on your system will be quoted, and a separate purchase order is to be placed for those items as needed.

Scheduling: When possible, Pall will make every effort to accommodate our Customers schedule for services, once they have been defined and communicated. Field service requires a minimum 4-week advance notification. Upon receipt of your purchase order, we can confirm the schedule, and allocate the appropriate Pall Service resources.

Validity: This proposal is valid for 30 days.

Terms of Sale: Pall Western Hemisphere Terms and Conditions of Sale of Services apply.

Terms of Service:

- Regular minimum service charge is for a 10-hour day. Maximum workday is 12 hours including travel time.
- Travel time cost is included in the service, based on \$170 per hour.
- When travel expenses are quoted at cost, a weekly travel and expense summary sheet will be provided in lieu of receipts.
- When per diem rates are quoted for travel expenses, (such as lodging, meals, ground transportation and miscellaneous expenses as applicable) they will be based on those defined in the U.S. General Services Administration website.
- Airfare is invoiced at Cost.

Service Order acceptance and payment terms: Pall Advanced Separations Systems requires all accounts outstanding beyond 30 days to be paid in full prior to order acceptance. Your account status will be verified at the time of order placement, and you will be notified if you have a balance due. To avoid order processing, goods shipment or service scheduling delays, please insure your account is up to date in advance of placing your order. Charges per the proposal will be invoiced automatically, and become payable within 30 business days of receipt.

Changes: Pall shall not implement any changes in the scope of services described in Pall's proposal unless Customer and Pall agree in writing to the details of the change, and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law.

A Purchase Order or acceptable letter of authorization, including Travel & Expense per diem reimbursements, and a signed copy of the attached Customer Authorization of Service Agreement is required in advance of PASS providing the services defined in this proposal.



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Pall Systems Support

To obtain support for your Pall systems installation, our Customers can contact Pall via:

- **toll free number at 866-475-0115,**
- **or by email to pall_technology_csc@pall.com.**

Through this channel, you gain access to warranty assistance, technical support as well as our service and spares team.

Pall Customers have access to this 24/7 Service Hotline. Pall System Engineers are on full-time rotation to provide around-the-clock availability of live technical support.

If your system is out of warranty or does not have an 24/7 Technical Phone Support contract, there may be a charge when technical service is to be provided to resolve the issue. Extensive off-site support will require a purchase order or credit card. Billing is based on a Pall's off-site hourly service rate. You will be asked to provide your credit card number or service contract purchase order number that will be billed at Pall's Off-Site Service Rates, with a minimum charge of \$250. If the problem cannot be resolved over the telephone, the Customer can request a Pall System Service Representative to visit the site location. You will be quoted an Emergency Service Rate and billed for last-minute travel expenses.

Telephone support will be billed per call log at a flat fee of \$250.00 covering up to the first half hour and \$170.00/hour (in half hour increments) beyond that during normal working hours. You will only be billed the half hour fee once per call log number. Subsequent calls for the same call log will be billed at \$170.00/hr. We can also offer you a service contract where you will have access to our technical service team during normal business hours.

Protect your system with technical support from Pall Technology Services Team. We want you to receive the best possible return on your Pall System investment. As equipment operates, wears and ages, Pall can provide expert technical support to fulfill your ever-changing parts, service, and process needs. We look forward to providing continuous service on your Pall system. Please feel free to contact us at your convenience with any questions or comments.

Sincerely,

Dawn Speranza

Sales Specialist

Technology Services

Phone: 607-758-1691

Fax: 607-758-4526

E-mail: Dawn.Speranza@pall.com

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Standard Terms and Conditions of Sale of Services

1. **Acceptance:** Acceptance by Pall Corporation ("Seller") of Buyer's order is limited to Seller's express terms and conditions of sale contained herein and on the face of any order acknowledgment form, Seller's quotation, proposal or similar document delivered by Seller to Buyer (the "Seller's Acknowledgment Form") and any terms incorporated herein or therein by reference ("Seller's Terms and Conditions of Sale"). Any additional or different terms or any attempt by Buyer to vary in any degree any of Seller's Terms and Conditions of Sale are hereby objected to and shall be deemed material and not binding on Seller.
2. **Services:**
 - 2.1 Seller will provide such services ("Services") as are expressly described in its quotation, proposal, statement of work or other document executed by Seller (the "Quote") during normal business hours and will charge Buyer in accordance with Seller's then current schedule of rates, unless otherwise specified in the Quote. Services requested or required by Buyer to be performed outside of normal business hours or in an expedited manner or in addition to the Services included in the Quote will be charged at Seller's then current schedule of rates, including any applicable overtime or expediting charges, and will be in addition to the charges outlined in the Quote.
 - 2.2 The schedule for the provision of Services is the best estimate possible based on conditions existing at the time of Seller's acceptance of the order or Seller's Quote and receipt of all specifications, as applicable, and in the case of non-standard Services, any such date is subject to Seller's receipt of complete information necessary for completion of Services. Seller assumes no liability whatsoever, including loss of use or for any other direct, indirect, or consequential damages, due to delays.
 - 2.3 It is understood that the Services provided by Seller are not to be considered Professional Engineering Services or Works-for-Hire. In the event design documentation requires a Professional Engineering Stamp, a written scope and definition of responsibility must be executed by Buyer and Seller.
3. **Prices:** Except as may be specifically provided in Seller's quotation, all prices are subject to change without notice.
4. **Taxes:** All prices are exclusive of any applicable U.S.A. federal, state or local sales, use, excise or other similar taxes. All such taxes will be for Buyer's account and will be paid by Buyer to Seller upon submission of Seller's invoices. Buyer agrees to make tax accruals and payments to the tax authorities as appropriate. If Buyer is exempt from any applicable sales tax or equivalent but fails to notify Seller of such exemption or fails to furnish its Sales Tax Exemption Number to Seller in a timely manner and Seller is required to pay such tax, the amount of any such payment made by Seller will be reimbursed by Buyer to Seller upon submission of Seller's invoices.
5. **Payment:**
 - 5.1 Payment for U.S. and Puerto Rico billing shall be made by Buyer in U.S. Dollars net thirty (30) days after the date of invoice. Payment for non-U.S. billing shall be in accordance with Seller's written instructions.
 - 5.2 A monthly interest charge at the rate of 1.5% or the maximum legal rate allowed by applicable law, whichever is lower, will be assessed on all past due payments calculated from the date of invoice.
 - 5.3 Seller may, at any time or times, suspend performance of any order or require payment in cash, security or other adequate assurance satisfactory to Seller when, in Seller's opinion, the financial condition of Buyer or other grounds for insecurity warrant such action.
 - 5.4 All sales are subject to the approval of Seller's credit department.
 - 5.5 Buyer may not setoff any amounts that may be claimed by Buyer against any amounts that are owed to Seller.
6. **Warranty, Limitation of Liability and Remedies:**
 - 6.1 SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY OF THE SERVICES, NOR IS THERE ANY OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS PROVIDED FOR HEREIN.
 - 6.2 Seller further warrants that all Services will be performed in a workmanlike manner and that Seller will use suitably qualified personnel (this warranty shall survive for 90 days following Seller's completion of the Services). Seller's liability under any service warranty is limited (in Seller's discretion) to repeating the Service that during the foregoing 90-day period does not meet this warranty or issuing credit for the nonconforming portion of the Service.
 - 6.3 If Seller determines that any warranty claim is not, in fact, covered by the foregoing warranties, Buyer shall pay Seller Seller's then customary charges for any additionally required Services. Buyer shall notify Seller promptly in writing of any claims and provide Seller with an opportunity to inspect and test the Service claimed to fail to meet the above warranty. Buyer shall provide Seller with a

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- copy of the original invoice for the Service. All claims must be accompanied by full particulars, including system operating conditions, if applicable.
- 6.4 In no event will Seller be liable for any damages, incidental, special, consequential, indirect, punitive or otherwise, including loss of profit, remanufacturing costs and rework costs, and lost Buyer product costs (other than price of Seller service) whatever the claim (tort, breach of contract or warranty or otherwise) and whatever the forum, whether arising out of or in connection with the manufacture, packaging, delivery, storage, use, misuse or non-use or resale of any of its Services or any other cause whatsoever. Without limiting the generality of the foregoing, in no event will Seller be liable for any losses or damages in excess of the price paid to Seller with respect to the Services sold to Buyer hereunder which are claimed to fail to meet above warranties.
- 6.5 In no event shall Buyer be entitled to claim under the above warranty if Buyer is in breach of its obligations, including but not limited to payment, hereunder.
7. **Cancellation:** Buyer may not cancel its order after Seller's acceptance unless all the details are approved in writing by the parties, including Buyer's agreement to pay a stated amount of termination charges.
8. **Ownership of Materials:** All devices, equipment, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller in connection with Services provided, and all related intellectual property rights, shall remain Seller's property. Buyer is not authorized to use information supplied by Seller for other purposes unless agreed to in writing by Seller. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
9. **Entire Agreement:** Seller's Terms and Conditions of Sale and the Confidentiality Agreement, if any, constitute the entire agreement between the parties hereto and supersede all prior agreements and understandings, oral and written, between the parties relating to the subject matter hereof. Seller's Terms and Conditions of Sale shall be binding on the parties and their successors and permitted assigns. No change, addition to or waiver of any of the terms of Seller's Terms and Conditions of Sale shall be binding as to the parties hereto unless approved in writing by the parties hereto or their authorized representatives.
10. **Quotation:** All quotations by Seller are subject to change or withdrawal without prior notice to Buyer, unless otherwise specifically stated in the quotation. Quotations are made subject to approval by Seller of Buyer's credit. All sales, contracts and orders become effective only if and when approved and accepted in writing by Seller by the issuance of the Seller Acknowledgment Form and shall be subject to these terms and conditions.
11. **Confidentiality:** If Seller discloses or grants Buyer access to any research, development, technical, economic, or other business information or "know-how" of a confidential nature, whether reduced to writing or not, Buyer will not use or disclose any such information to any other person or company at any time, without Seller's prior written consent. In the event that Buyer and Seller have entered into a separate confidentiality agreement ("Confidentiality Agreement"), the terms and conditions of such agreement shall take precedence over the terms of this paragraph.
12. **No Waiver:** Seller's failure to insist on Buyer's strict performance of the terms and conditions contained herein at any time shall not be construed as a waiver by Seller of performance in the future.
13. **Force Majeure:** Whenever performance by Seller of any of its obligations hereunder, is substantially prevented by reason of any act of God, strike, lock-out, or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war conditions, or by reason of any other matter beyond its reasonable control, then such performance shall be excused, and deemed suspended during the continuation of such event and for a reasonable time thereafter, delayed, or adjusted accordingly.
14. **Validity:** If any provision of Seller's Terms and Conditions of Sale is held invalid by any competent authority to be illegal or unenforceable in whole or any part, such provision shall be ineffective, but only to the extent of such invalidity or unenforceability, without invalidating the remainder of such provision, nor the other provisions, which shall not be affected.
15. **Governing Law, Service of Process:** Seller's Terms and Conditions of Sale and the parties' agreement for the sale of Services shall be governed by the laws of the State of New York, regardless of conflict of laws principles, and the parties hereby unconditionally and irrevocably submit to (and waive any objection on the grounds of inconvenient forum or otherwise) the jurisdiction of the Supreme Court of the State of New York, County of Nassau or the United States District Court for the Southern District of New York, which courts shall have exclusive jurisdiction to adjudicate and determine any suit, action or proceeding regarding or relating to the Seller's Terms and Conditions of Sale and the purchase and supply of the Services. A judgment, order or decision of those courts in respect of any such claim or dispute shall be conclusive and may be recognized and enforced by any courts of any state, country or other jurisdiction. Each party hereby waives personal service of process, and irrevocably submits to service of process by mail.
16. **Jurisdiction:** Each party hereby waives all objections to the jurisdiction specified herein on the grounds of inconvenient forum or otherwise. A judgment, order or decision of those courts in respect of any such claim or dispute shall be conclusive and may be recognized and enforced by any courts of any state, country or other jurisdiction.
17. **Survival:** All payment, confidentiality and indemnity obligations, warranties, limitations of liability, product return, and ownership of materials provisions together with those Sections the survival of which is necessary for the interpretation or enforcement of these terms and conditions, shall continue in full force and effect for the duration stated in such provisions or the applicable statute of limitations.