

9640 S. 60th Street, Franklin, WI 53132

**2-Year Chemical Service Agreement**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Beginning Date: | | May 1, 2025 |  | Ending Date: | April, 30, 2027 |
| Bill To: | Sauk County – Highway Department | | Ship To: |  |
| 620 Linn Street | | |  | |
| Baraboo, WI 53913 | | |  | |

**Payment Schedule:**

Advanced Chemical Systems agrees to provide a water treatment chemical program and services from the effective date as described in the following program summary.

For this program, CLIENT agrees to pay to Advanced Chemical Systems the sum of:

Four Thousand, eight hundred & NO/100’s Dollars $ 4,800.00 Annual: $ 2,400.00 per year

Payable in 8 QUARTERLY installment(s) of:

Six hundred & NO/100’s Dollars $ 600.00

Such invoices are to be paid by CLIENT Quarterly. Only Quarterly invoices will be submitted to the customer.

Invoices for materials used in conducting the program will be maintained internally by ADVANCED CHEMICAL SYSTEMS.

Unless a tax exemption certificate is submitted to ADVANCED CHEMICAL SYSTEMS, state and local taxes will be added to each invoice. A tax exemption certificate should be submitted prior to the first billing date.

The contract figure is based upon maintaining all limits according to our specifications and recommendations, and also upon normal load conditions and operations. Any change in the criteria, including expansions, additions, etc., will require renegotiation of terms.

As part of this ADVANCED CHEMICAL SYSTEMS’ Service Agreement, ADVANCED CHEMICAL SYSTEMS will supply the following items to the CUSTOMER (Sauk County – Highway Department - Baraboo, WI):

* + - All Needed Boiler/Hot Water Loop Treatments
    - 4-ACS Service Visits per contract year (Total of 8-calls in a 2-year period)
    - Shipment of all ACS Materials
    - Replacement Griswold Filter Bags provided by ACS
    - ACS Personnel will provide the administration/transfer of the Boiler Treatments and filter bags

ADVANCED CHEMICAL SYSTEMS will make 4-on-site calls to your facility during the contract year, defined as May to April. We will perform all pertinent analyses for your treated systems and make recommendations as needed for chemical feed operations, and other necessary parameters in order to make your treatment operation successful. Copies of our reports will be sent to responsible personnel as required.

ADVANCED CHEMICAL SYSTEMS will be responsible only for reasonable diligence and care in providing its program under the agreement. ADVANCED CHEMICAL SYSTEMS will not be responsible for failure or delay in providing its program due to any act or circumstances beyond its control.

Either party may terminate this agreement when just cause has been identified and delivered in writing, and if the deficient party has not taken corrective action within 90 days of the written notification.

Upon termination the remaining chemical inventory (unopened container and within shelf life) and equipment shall be returned to ACS with a restocking fee 25%.

By signing, you are indicating that you have read and agreed to our Terms and Conditions of Sale.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **CLIENT:** | | **Sauk County – Highway Dept.** | **Supplier: Advanced Chemical Systems** | |
| By: |  | | By: | Greg Pribek |
| Printed Name | | | Printed Name | |
|  | | |  | |
| Signature/Date | | | Signature/Date | |
| Title: |  | | Title: | ACS BC Division Manager |

**Terms and Conditions of Sale**

**Approval and Acceptance**

All orders are subject to approval and acceptance at the Seller’s office in Franklin, WI. The quoted prices are subject to acceptance within 30 days of this quotation date, and may change without notice after that time. Orders received within the 30 day period will be invoiced at the quoted figure provided delivery is accepted within 6 months of ACS’s receipt of the order. When delivery is required by the client after the 6 month period (unless because of ACS’s inability to make delivery) prices will be those prevailing at the time of shipment.

**Prices and Freight Charges**

All ACS Shipping Fees will be assumed by Advanced Chemical Systems.

**Taxes**

Quoted prices do not include any taxes or other charges levied by the government of the United States, any State, County, or local government body. Such levies, or charges, are the sole responsibility of the buyer and to be paid by the Buyer.

**Terms**

Terms are net 30 days and prices do not include any sales taxes. Customers with unpaid invoices after 90 days will be subject to being places on credit hold status until payment verification is made. Orders pending may be released at office or accounting manger discretion.

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

**Warranty and Return**

Materials sold are warranted to be free of defects in composition or workmanship. All other warranties, whether expressed or implied, are excluded unless such warranties are expressed in writing and signed by an officer of the ACS company. Upon inspection and instructions by the Seller, defective materials may be returned to the Seller. If found to be defective, such goods will be replaced or repaired by the Seller. The Seller shall not be liable for any loss or damage arising from the use of such materials, either direct or consequential. The exclusive remedy against the Seller shall be that of replacement of defective materials.

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

Note: For return of merchandise ordered in error, or that is not wanted for any reason, there will be a 20% restocking charge for resalable drums of chemicals if prepaid to ACS plant, a 25% restocking charge if not prepaid.

ACS Equipment will carry a One (1) Year Parts & Labor Warranty. The customer is responsible for installation of the equipment provided by Advanced Chemical Systems.

**Delivery and Losses**

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

**Right to Cure**

Buyer shall give ACS written notice of specifying any performance deficiencies and allow ACS a meaningful opportunity of no less than 90 days to correct prior actions adverse to ACS.

**Insurance**

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

**Exceptions**

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