

CS-05-82  
0003



Be Right™

# Preventative Maintenance Agreement

Pre-scheduled Preventative Maintenance

AGREEMENT # **140221**

(Prices quoted are good for 60 days from date of quotation)

1. Date of quotation: April 22, 2004

This Agreement is made between:

**Nassau Amelia County Utility**  
PO Box 907

**Fernandina Beach, FL 32035**

and Hach Company covering the equipment listed at the following location:

**Nassau Amelia County Utility**  
5390 First Coast Highway

**Fernandina Beach, FL 32034**

OPTION 1:  **PREPAID**

(Includes \*maintenance kits and travel at no charge.  
This option also includes a 10% discount off current list price on all non-maintenance kit parts used during service calls.)

2 visits @ \$933.00 /per visit for a total of \$1,866.00.  
(plus tax where applicable)

The full sum is payable in advance of the effective date of this agreement.

The agreement shall not become effective until a purchase order has been received or full payment of the amount stated has been made to Hach Company.

Purchase order #

Customer Acceptance:

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

*\*A maintenance kit will contain 'limited lifetime' items (tubing, certain fittings, lamps, etc.) that need routine replacement on an instrument. The parts and replacement schedule of these 'consumable items' will vary depending on model and application. Unless specified in the contract, non-consumable items such as circuit boards, chassis components, UV and laser light sources, etc. are NOT considered maintenance items and are not included.*

OPTION 2:  **PAY PER VISIT**

(Includes maintenance kits\* and travel at no charge.)

2 visits @ \$1,026.30 /per visit for a total of \$2,052.60.  
(plus tax where applicable)

The per visit charge will be billed after service has been performed.

Customer Acceptance:

Signature Charlman

Title Charlman

Date: October 25, 2004

3. Effective date of agreement:

Starting date: ~~9/1/04~~ 10-1-04 O & A  
Ending date: 8/31/05 or upon completion of the final scheduled visit

4. Instruments covered under agreement are:

Qty	Model name	Catalog #	Serial #
1	CL17	54400-00	010700002865
1	CL17	46780-00	941200009095
1	2100N	47000-00	970100003198
1	1720C	44000-10	980600020804
1	DR2010	49300-00	970900005260

5. A certificate of insurance listing the specific insurance coverage of Hach personnel providing on-site service can be obtained by a written request to:

**HACH COMPANY**  
c/o FIELD SERVICE CONTRACT ADMINISTRATOR  
100 DAYTON AVENUE  
AMES, IA 50010

6. The original copy of this agreement must be signed and returned with your purchase order to:

**HACH COMPANY**  
c/o FIELD SERVICE CONTRACT ADMINISTRATOR  
100 DAYTON AVE.  
AMES, IA 50010

7. **Hach Company agrees to perform the services as described in this quotation and per terms and conditions. Changes to Hach's standard terms and conditions will result in a one hundred dollar (\$100.00) processing fee, the cost of which will be added to the total price of the Agreement. All changes to the standard terms and conditions are ineffective until and unless accepted in writing by Hach Company.**

8. Your customer account number with Hach is: 832426 - 001

Customer Contact: Doug Hewett

PH#: 904-261-0822 Fax#: 904-261-2548 E-mail

9. Quotation prepared by:

Name: Terri Turpen

Title: Field Service Contract Administrator

Date: April 22, 2004

10. Address any correspondence regarding this agreement to the Field Service Contract Administrator at the above address OR by phone : 1-800-227-4224 x3601 OR by Fax : 1-515-956-3810.

NOTE: Hach Company Field Service personnel will NOT perform any "Confined Space Entry".

SERVICE CENTER

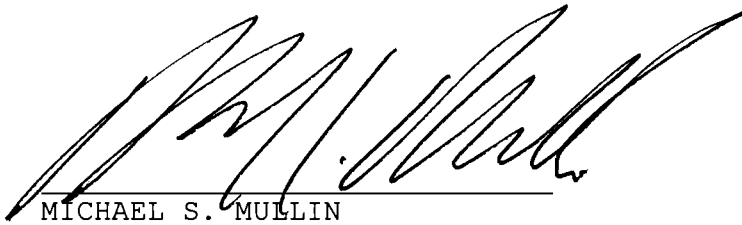
04/22/04 12:19 FAX 515 956 3810

ATTEST:



J. M. "CHIP" OXLEY, JR.  
Its: Ex-Officio Clerk

APPROVED AS TO FORM BY THE  
NASSAU COUNTY ATTORNEY:



MICHAEL S. MULLIN



**NASSAU-AMELIA  
UTILITIES**

P.O. Box 4200 - Fernandina Beach, FL 32035  
Tel: 904.548.4990

October 8, 2004

Joyce,

This is a yearly maintenance contract that must be maintained due to F.D.E.P Regulations. I have included the funding in my 04-05 Budget under object # 71500536-546020. This is a sole provider as they are the only company licensed to calibrate the equipment which is manufactured by Hach. Please advise me what steps to take to have this agreement executed.

Thank you,  
Doug

DBW

Oh.



**Be Right™**

### ***Hach Preventative Maintenance Agreement***

The Hach preventative maintenance agreement (PMA) is a **pre-scheduled** preventative maintenance program designed to ensure continuous operation of your Hach instrumentation.

#### **Program Features**

- ◆ Free operator training during any scheduled visit.
- ◆ Free Instrument Performance Certification for qualifying instrument(s).
  - ◆ No charge for travel to and from your site.
  - ◆ Two payment options available.
- ◆ No charge for maintenance kit parts replaced during a scheduled visit.
  - ◆ No charge for new instrument start-up if PMA program enrollment occurs at time of instrument purchase.

***NOTE: Hach does not perform external wiring and plumbing but can provide consultation if necessary.***

#### **Program Guidelines**

- ◆ Your local service representative will determine the number of visits required.
  - ◆ All service visits must be scheduled in advance.
  - ◆ Original copy of the Agreement must be signed and returned to Hach Company prior to initiation of services.
  - ◆ Agreed payment option criteria met. \*\*\*See agreement for details

*Hach service personnel receive periodic instruction regarding operation of testing and monitoring equipment used to measure environmental conditions and the repair and maintenance of such equipment. Such instruction includes, where appropriate, information on handling and disposal of hazardous materials, workplace health and safety, permitting, security and personal safety.*

This agreement includes pricing for services and Hach's standard terms and conditions. If you wish to purchase this service, please sign and return one original copy to:

#### **Hach Company Instrument Service**

c/o Field Service Specialist

100 Dayton Avenue

Ames, IA 50010

Phone: 1-800-227-4224 Ext.3601

Fax: 1-515-956-3810

STANDARD TERMS AND CONDITIONS  
MAINTENANCE AND REPAIR SERVICES

1. **Other Terms Unacceptable and Hereby Rejected**

These terms and conditions apply to all service, repair and maintenance provided by Hach, including but not limited to equipment start-up, warranty service, periodic scheduled maintenance, preventive maintenance, repair, rental maintenance, operator training and equipment removal. These terms and conditions apply to all such work performed by Hach, its affiliates, employee's agents or contractors regardless of location. All other terms, whether provided prior to or after these terms have been provided, are hereby rejected as unacceptable unless otherwise expressly agreed upon in writing.

2. **Services Provided**

Hach shall provide service, repair and maintenance pursuant to mutual agreement. Current standard rates and schedules apply unless modified in writing by the parties. The methods, means and times used to provide services shall be solely at Hach's discretion.

3. **Access to Customer's Facility**

Customer warrants that it has authority to provide and agrees to provide Hach full, free and safe access to the Hach equipment being serviced. Customer shall supply adequate utilities, reasonably located storage and workspace, and facility escort if requested by Hach.

4. **Service Limitations**

Hach shall attempt in good faith to meet customer's target dates for completion of maintenance and repair. Services provided outside normal business hours are subject to additional charges. Hach is not responsible for inspection or service for any equipment not manufactured or sold by Hach, or external conditions, including, without limitation, wiring, piping and controls unless expressly agreed upon in writing.

5. **Customer Alterations and Attachments**

Customer agrees that it shall, if requested by Hach, remove any alterations or attachments prior to Hach's servicing equipment. Such customer alterations and attachments are not Hach's responsibility to service or maintain, and if the same create a safety hazard or renders the equipment inoperable, customer shall remove all such alterations and attachments at Hach's request. However, Hach is under no obligation or liability to advise customer of any such safety hazard or inoperable condition.

6. **Worker Safety and Environmental Compliance**

Customer, and not Hach, is deemed to be the operator and in full control of its premises, including those parts of the premises where Hach's employees or contractors are performing service, repair and maintenance activities. Customer, and not Hach, shall be deemed to be the generator of any wastes, including without limitation hazardous wastes, resulting from such services, repair and maintenance. Customer is solely responsible to arrange for the disposal at its own expense.

Customer shall, at its expense, provide Hach employees and contractors working on a customer's premises with all information and training required under applicable safety compliance regulations. In the event that customer requires Hach or its contractors to attend safety or compliance training programs provided by customer, Hach shall be paid the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training shall not create or expand any warranty or obligation of Hach and shall not serve to alter, amend, limit or supersede any part of this Agreement.

7. **WARRANTY**

HACH WARRANTS THAT THE WORK PERFORMED HEREUNDER WILL CONFORM TO ANY EXPRESS, WRITTEN WARRANTY GIVEN BY HACH TO CUSTOMER. EXCEPT AS EXPRESSLY SET FORTH IN THE PROCEEDING SENTENCE, HACH MAKES NO WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO ANY PRODUCTS OR WORKMANSHIP. HACH EXPRESSLY DISCLAIMS ANY WARRANTIES IMPLIED BY LAW EXCEPT WHERE SUCH DISCLAIMER IS PROHIBITED BY LAW, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NEW EQUIPMENT IS COVERED SOLELY BY THE EXPRESS WARRANTY GIVEN AT THE TIME OF PURCHASE OF SUCH EQUIPMENT AND PROVISION OF SERVICES HEREUNDER DOES NOT ALTER SUCH WARRANTY.

HACH DOES NOT WARRANT THE OPERATION OF ITS EQUIPMENT TO BE ERROR-FREE. CUSTOMER MUST ARRANGE FOR ALL BACK-UP EQUIPMENT AND SERVICES AS MAY BE REQUIRED. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR PROPER TRAINING, OPERATION, MONITORING, AUDIT AND RECOVERY ROUTINES AND PROCEDURES FOR EQUIPMENT. HACH IS NOT LIABLE FOR ANY EXPENSE OR DAMAGES INCURRED BY CUSTOMER, WHETHER INTERNAL OR PAID TO A THIRD PARTY, WHICH ARISE OUT OF FAILURE OF THE EQUIPMENT TO FUNCTION OR DUE TO ANY MALFUNCTION OF EQUIPMENT OR PROGRAM.

LIMITATION OF REMEDIES: CUSTOMER'S LIMITATION OF REMEDIES IN THE EVENT OF NONCONFORMING SERVICE, REPAIR OR MAINTENANCE IS LIMITED TO HACH'S RESTORATION OF THE EQUIPMENT COVERED BY THIS AGREEMENT TO GOOD OPERATING CONDITION.

LIMITATION OF DAMAGES; IN NO EVENT SHALL HACH BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND FOR BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, ON THE BASIS OF STRICT LIABILITY OR UNDER ANY OTHER LEGAL THEORY.

8. **Ninety (90) Day Performance Warranty**

Hach warrants its work and parts provided under this agreement to the extent that for the first ninety (90) days after the service date of the equipment, Hach will repair or replace defective replacement parts and provide remedial maintenance to the serviced equipment. Such warranty is strictly limited to the replacement parts which are defective and repairs necessitated by the defective parts, and to no other PARTS OR SERVICES.

9. **CUSTOMER ACKNOWLEDGEMENT**

CUSTOMER ACKNOWLEDGES THAT THERE ARE NO WARRANTIES, CONDITIONS, GUARANTEES OR REPRESENTATIONS AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR OTHER WARRANTIES, CONDITIONS, GUARANTEES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, IN LAW OR IN FACT, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION MADE BY HACH, EXCEPT FOR THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. CUSTOMER FURTHER ACKNOWLEDGES THAT THE LIMITATIONS CONTAINED IN THIS AGREEMENT PERMIT HACH TO PROVIDE SERVICES AT LOWER RATES THAN IT OTHERWISE COULD, AND THAT SUCH LIMITATIONS ON LIABILITY ARE REASONABLE.

10. **Taxes**

Hach's services pursuant hereto do not include any federal, state, county or local sales, use or excise tax, however, designated, whether levied upon Hach or customer, and whether based upon such price, charge, equipment, part, product or service or the use thereof or this Agreement. Any such taxes and interest thereon required to be paid by Hach shall be added to customer's invoice. Customer is responsible for all personal property taxes assessed after delivery of any equipment, part, product, program or service. Any taxes owed by customer but paid by Hach shall be reimbursed to Hach either at the time incurred or as the result of an audit, and customer agrees Hach may invoice customer and customer will pay such invoice.

11. **Miscellaneous Provisions**

No action arising out of any claimed breach of this Agreement or arising out of transactions or services there under, may be brought by either party more than two (2) years after the work that is the subject of the action has been performed. If not further limited by this Section 11, Hach's liability for claims, losses, damages or injury arising out of any breach of this Agreement or provision of service by Hach shall not exceed a refund of the amount paid by customer to Hach for the services rendered hereunder. Customer's right to damages in such amount shall be in lieu of all other remedies which customer may have against Hach, its parent company, affiliates, directors, officers, shareholders, employees and agents.

12. **Applicable Law**

This Agreement shall be governed by the substantive laws of the State of Colorado.

13. **Assignability**

Customer without the prior, written consent of Hach may not assign this Agreement. Hach may assign this Agreement upon written notice to Customer. Hach may render services hereunder by use of independent contractors.

14. **Merger/Amendments/Waivers**

This Agreement and its schedules and attachments contain the sole and entire agreement between Hach and its customer with regard to transactions hereunder and supersedes all prior written or oral understandings as to this subject matter. No modification or amendment of this Agreement shall be valid unless in writing and properly executed by Hach and customer. Any waiver by Hach of any of the terms hereof must be in writing. No waiver by Hach of any defaults or breaches by customer shall waive any future default or breach, whether alike or different in character.

15. **Headings**

Section and paragraph headings are for convenience only and do not modify or amend the express provisions of this Agreement.

16. **Confidentiality**

Each party will treat confidentially all proprietary and confidential information of the business operations of the other party acquired by reason of or in connection with the provision of services hereunder.

17. **Excused Performance**

Neither party shall be deemed to be in breach of any provision hereof or be liable for any delay, failure in performance or interruption of service resulting directly or indirectly from acts of God, civil or military authority, civil disturbances, war, strikes, fires, floods, other catastrophes, or other cause beyond its reasonable control.

18. **Credit Policy**

Customer shall pay for all services upon receipt of Hach's invoice. Overdue accounts shall bear interest at Hach's current rate. Cost of collection of any account, including all reasonable attorney's fees, shall be paid by customer. Hach has no obligation to provide services under this Agreement or any other agreement with customer if customer is in default or delinquent in payment on its account. Hach reserves the right at any time to require customer to pay for work in advance.

19. **Dispute Resolution**

In the event of any dispute arising out of or relating to this Agreement, or the work that is the subject hereof, including any claim of misrepresentation or breach thereof, but excluding any claims involving intellectual property rights, Hach and customer agree to submit such dispute for resolution by binding arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall be undertaken in Denver, Colorado. The arbitrator's decision shall be in writing and shall contain the findings of fact and conclusions of law. Such decision shall be final and binding and may be enforced in any court of competent jurisdiction. Each party to this Agreement shall pay its own costs related to the arbitration, and each shall pay half the fees and expenses of the arbitrator(s) and any fees charged in relation to the arbitration.

**QUOTATION**

ATTN: DOUG HEWETT  
 FLORIDA WATER SERVICES  
 5390 FIRST COAST HIGHWAY (AL  
 FERNANDINA BEACH FL 32034



Be Right™

DATE: 4/22/04

HACH COMPANY SERVICE CENTER  
 100 Dayton Avenue, Ames, Iowa 50010  
 Phone: 800-227-4224 Ext. 3601 Fax: 515-956-3810  
 Web: www.hach.com



Quotation Bid Reference Number: Q2985770 Project Ref. No.: SERVICE QUOTE  
 (USE QUOTATION Bid Reference number to ensure you receive prices quoted) FE MIKE YOUNG

Customer Phone: 9042610822  
 Customer Fax: 9042612548

We are pleased to quote on your inquiry.

CATALOG NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	DISC	EXTENDED PRICE
SERV	SERVICE PARTNERSHIP PROGRAM	1	0.00000		0.00
FSP54400	Fld Svc-CL17 Chlorine (current) MINIMUM NUMBER OF VISITS: 2/PER YEAR S/N 010700002865	1	612.90000 540.57780	11.8% (Net Price)	540.58
FSP46780	Fld Svc-CL17 Chlorine (Compliant) MINIMUM NUMBER OF VISITS: 2/PER YEAR S/N 941200009095	1	612.90000 540.57780	11.8% (Net Price)	540.58
FSP47000	Fld Svc-2100N Turb MINIMUM NUMBER OF VISITS: 1/PER YEAR S/N 970100003198	1	359.00000 316.63800	11.8% (Net Price)	316.64
FSP44000	Fld Svc-1720C Turb MINIMUM NUMBER OF VISITS: 4/PER YEAR S/N 980600020804	1	575.00000 507.15000	11.8% (Net Price)	507.15
FSP49300	Fld Svc-DR2010 Spectrophotometer MINIMUM NUMBER OF VISITS: 1/PER YEAR S/N 970900005260	1	539.10000 475.48620	11.8% (Net Price)	475.49

\*\*\*\*\*  
 THIS SERVICE PARTNERSHIP PROGRAM

SHIPPING FROM:  
 AMES, IOWA, USA  
 Prices firm for orders received by JUNE 21, 2004  
 Shipment within 30 days after the receipt of  
 firm order.  
 PAYMENT TERMS: NET 30 DAYS FROM INVOICE DATE

PAYMENT TERMS ARE SUBJECT TO CREDIT REVIEW,  
 REFER TO CONDITIONS ON REVERSE SIDE.  
 SALES/USE TAXES ARE NOT INCLUDED IN QUOTATION.  
 Taxes will be added to invoice unless valid resale/exemption  
 certificate is provided. Freight charge schedule attached.  
 Send confirming purchase order for orders \$25,000 or more to  
 address or fax number above.

*Terris Jansen*  
 Signed: HACH COMPANY



800-835-4567



800-548-4381



800-454-0263



800-949-3766



800-247-7613



800-227-2648



800-998-8110

QUOTE REF. NO. Q2985770

PAGE

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CATALOG NUMBER	DESCRIPTION	QTY	UNIT PRICE	DISC	EXTENDED PRICE
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QUOTATION WOULD REPLACE YOUR CURRENT PREVENTATIVE MAINTENANCE AGREEMENT WITH HACH COMPANY.

\*\*\*\*\*

PLEASE NOTE: THIS QUOTATION REFLECTS A QUANTITY DISCOUNT OF 2% AND A ONE TIME 10% DISCOUNT FOR CONVERTING TO THIS PROGRAM.

\*\*\*\*\*

THE FIELD SERVICE MANAGER IN YOUR AREA IS MIKE YOUNG AT EXT.2122.

\*\*\*\*\*

PLEASE CALL ME AT 800-227-4224 X3147 IF YOU HAVE ANY QUESTIONS OR I CAN BE OF ANY FURTHER ASSISTANCE.

THANK YOU.

TERRI TURPEN

SOUTHEAST DIVISION ADMINISTRATOR OF FIELD SERVICE

\*\*\*\*\*

FOB AMES, IOWA, USA

2,380.44



## Service Partnership Programs\*

HACH COMPANY IS COMMITTED TO SUPPORTING OUR CUSTOMERS AFTER THE SALE IS MADE. IT IS FOR THIS REASON THAT WE HAVE DEVELOPED SEVERAL NEW SERVICE OFFERINGS TO SUIT THE UNIQUE NEEDS OF EVERY FACILITY.

### PRODUCT ELIGIBILITY

A HACH Service Partnership Agreement can be purchased at the time you purchase your HACH instrument or at any time thereafter. HACH may, at its discretion, determine the instruments to be eligible for, and the duration of, any HACH Service Partnership Program.

The HACH instrument(s) that will be maintained under the Service Partnership Agreement must be in good operating condition and may not be modified in any way unless specifically modified for you by HACH. HACH may inspect equipment prior to performing contract service. If a unit has been tampered with or damaged, you will be billed at current time and material rates to return the instrument to its original working condition.

### PROGRAM OFFERINGS AND BENEFITS SUMMARY

#### *Self-Service Partnership Agreement (Customer Performs Service)*

HACH's Priority Self-Service Partnerships include HACH's exclusive toll-free priority technical support phone number (available only to HACH Priority Partners), and a dedicated team to answer your technical instrumentation repair questions. If, after sending any necessary parts, HACH's technical support professional is unable to solve your instrument problem over the phone, HACH will schedule a site visit, free of charge, to help repair the instrument. HACH Priority Partners receive priority scheduling for on-site service. HACH shall use its best efforts to send a service professional to your site within two (2) weeks or ten (10) working days after HACH technical support has determined that the instrument cannot be repaired without on-site assistance. HACH will ship parts, at HACH's expense, whenever replacement parts are required for repair or preventative maintenance, as determined by HACH technical support or field service professional. In addition, HACH will provide one annual on-site visit for operator training.

#### *Self-Service Training*

Under the HACH Self Service Partnership, HACH will provide training and certification once annually for the particular site and instruments covered by the agreement. This training includes operation, general maintenance, preventative maintenance and modular repair. HACH will provide operator certification only on contracted equipment. HACH does not train independent repairmen or representatives, and all trainees must be employees working on-site at the facility(ies) named in the contract. Where applicable and accepted by the area in which the employer or employee resides, HACH will provide Continuing Education Units (CEU's) sponsored by Colorado State University, to employees who successfully complete the training program.

#### *Factory Service Partnership Agreement (Service in Factory)*

HACH's Priority Factory Service Partnerships offer an exclusive toll-free priority technical support phone number (available only to HACH Priority Partners). This support line can be used both for technical assistance and to alert HACH that you will be returning an instrument to HACH's repair center, freight prepaid, for preventative maintenance or repair. HACH shall use its best efforts to repair the instrument within five (5) working days after receipt of the instrument, always giving "Rush Repair" priority to customers with Factory Service Partnership Agreements. Repaired instruments shall be shipped to you by ground transportation at HACH's expense. Expedited delivery is available upon request at additional cost. All repair parts and factory labor are included in the cost of the contract, and there is no limit to the number of times that an instrument may be factory serviced.



#### *Field Service Partnership Agreement (HACH Provides Service At Customer Site)*

HACH's Field Service Partnerships offer exclusive priority toll-free access to HACH's technical support professionals and priority on-site service. This agreement also covers all on-site preventative maintenance. Preventative maintenance will be scheduled in advance, based on the schedule recommended in the instrument service manual. If emergency field repair is required on covered instruments, HACH will use its best efforts to send a service professional to your site within two (2) weeks or ten (10) working days after HACH receives your request for service on any covered instruments. All parts (including ground shipping), labor, and travel costs are included for all visits, and priority emergency field repair is available at no additional cost.

\* This contract applies to customers in the United States only. Customers in Canada please contact Hach Sales & Service Canada Ltd. at this telephone number: (204) 632-5598



### *Calibration and Certification of Instruments*

Calibration and Certification is included as part of all Service Partnership Agreements. HACH's service professionals will calibrate your instruments and provide documentation for your records.

### *Scheduled Inventory Reagent Replacement (SIRR) Plan*

This is an optional service for HACH's U.S. customers who plan to order at least four reagent replacements per year. HACH's Scheduled Inventory Reagent Replacement (SIRR) Plan allows customers to place just one order for reagents for an entire year and receive a discount on those reagents. The SIRR Plan applies to reagent items only and covers only the shipment of orders specified in the SIRR Plan agreement. Additional items ordered during the contract period not covered by the SIRR Plan agreement must be ordered separately and are not eligible to receive the SIRR discount.

### **UPGRADING FROM YOUR CURRENT WARRANTY**

When purchasing a HACH Service Partnership Agreement at the time you purchase your instrument from HACH, HACH will reward you with a substantial discount on the price of a Hach Service Partnership contract, simply for upgrading from your standard warranty. By upgrading to one of Hach's three Partnership agreements, you receive numerous advantages as described above.

### **LIMITATIONS OF SERVICE**

The Services are designed to keep the equipment in, or restore the equipment to good working order through its useful life. The Services do not include instrument installation as HACH does not install instruments. Installation includes, without limitation, wiring, electrical connections, conduit, plumbing or connecting to plumbing. HACH does not assure accurate or uninterrupted operation of the equipment. Requested services outside the Service Partnership Agreement contract will incur current charges for labor, travel and non-covered parts.



## Hach Service Partnership Programs Terms and Conditions\*

THESE ARE THE TERMS AND CONDITIONS WHICH, TOGETHER WITH THE HACH SERVICE PARTNERSHIP PROGRAMS CONTRACT, CONSTITUTE THE AGREEMENT BETWEEN YOU (THE CUSTOMER) AND HACH COMPANY.

### OTHER TERMS UNACCEPTABLE AND HEREBY REJECTED

These terms and conditions apply to all service, repair, maintenance and training provided by HACH under the HACH Service Partnership Program at the service level selected by Customer. All other terms, whether provided prior to or after these terms have been provided, are hereby rejected as unacceptable unless otherwise expressly agreed upon in writing.

### PRICES

All sales, property, excise, and other federal, state, and local taxes (other than those based on HACH net income) shall be paid by the Customer. All invoices are payable within thirty (30) days of the date of the invoice. Past due amounts may be subject to an interest charge of one and one-half percent (1-1/2%) per month, or the highest rate permitted by law. HACH may suspend the Services until any such past-due amounts have been paid. HACH may adjust the Service fees in the event the customer changes the equipment or attaches additional features or attachments to the equipment.

### PARTS

Any non-functioning parts that are replaced and provided by HACH shall become the property of HACH. Parts provided by HACH in performance of Services may be new or refurbished parts which are functionally equivalent to new parts.

### SITE ACCESS/PREPARATION/WORKER SAFETY/ENVIRONMENTAL COMPLIANCE

Customer agrees to permit prompt access to equipment. Customer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before Services are performed.

Customer is the operator and in full control of its premises, including those parts of the premises where HACH employees or contractors are performing service, repair and maintenance activities. Customer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Customer is the generator of any wastes, including without limitation hazardous wastes, resulting from such services, repair and maintenance. Customer is solely responsible to arrange for the disposal of any wastes at its own expense.

Customer, shall, at its own expense, provide HACH employees and contractors working on Customer's premises with all information and training required under applicable safety compliance regulations. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Customer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Customer requires HACH employees or its contractors to attend safety or compliance training programs provided by Customer, HACH shall be paid the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training shall not create or expand any warranty or obligation of Hach and shall not serve to alter, amend, limit or supersede any part of this Agreement.

### ADDITIONAL CHARGES

Services which must be performed as a result of any of the following conditions shall be subject to additional charges for labor, travel and parts:

- (a) *equipment alterations not authorized in writing by HACH;*
- (b) *damage resulting from improper use; or in transit damage; accident, neglect, power surge, operating in an environment in which the instrument is not designed to operate;*
- (c) *the use of supplies or accessories which are not in conformance with HACH's specifications.*
- (d) *damage resulting from Acts of God such as lightning, flooding, etc.*

\* This contract applies to customers in the United States only. Customers in Canada please contact Hach Sales & Service Canada Ltd. at this telephone number: (204) 632-5598

## EXCLUSIVE WARRANTY AND REMEDY

All workmanship and parts used in repair and maintenance are covered under warranty for 90 days or until the end of the contract, whichever is longer. HACH's exclusive warranty promise is to perform the Services in a workmanlike fashion and provide parts free of defects in materials and workmanship at the time of installation. In the event that HACH breaches this warranty, HACH's sole obligation and Customer's exclusive remedy shall be to have HACH make all necessary adjustments, repairs or replacement of parts which were defective at the time of installation. THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES CONCERNING ANY SERVICE, PARTS, SUPPLIES OR EXPENDABLE INSTRUMENTS HEREUNDER. HACH DOES NOT GUARANTEE THAT THE OPERATION OF THE EQUIPMENT WILL BE UNINTERRUPTED OR ERROR FREE. HACH DISCLAIMS THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SOLE REMEDY FOR BREACH OF WARRANTY IS REPAIR OR REPLACEMENT OF DEFECTIVE PARTS.

## LIMITATION OF LIABILITY

IN NO EVENT WILL HACH BE LIABLE IN CONTRACT, TORT OR OTHERWISE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOST BUSINESS PROFITS NOR DAMAGE OR DESTRUCTION OF DATA EVEN IF HACH HAS BEEN ADVISED OF SAME. Except as to personal injury, HACH's maximum liability will be limited in any event to actual damages incurred by the Customer which are caused solely by the negligent acts or omissions of HACH or the cost of a replacement instrument whichever is lower. Customer agrees to provide HACH with prompt written notification regarding the specifics of any claim for damages and to provide with a reasonable opportunity to investigate. NO LIMITATION OF DAMAGES FOR PERSONAL INJURY IS INTENDED.

## SERVICE AND MAINTENANCE MANUALS

Service and Maintenance Manuals (except those provided at the time of instrument sale) including, but not limited to, software or documentation furnished by HACH are confidential and proprietary. Customer agrees to keep Maintenance Manuals confidential and to use its best effort to prevent their unauthorized disclosure and use. Customer shall restrict access to Maintenance Manuals to Customer's employees working on Customer's premises.

## NOTICES

All notices shall be in writing and all notices and payments shall be sent to the recipient at the respective address shown on the face of the Hach Service Partnership Service Agreement.

## FORCE MAJEURE

Neither HACH nor Customer shall be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control.

## LIMITATION OF ACTIONS

No action, regardless of form or basis arising out of transactions related to the Services or to the Services performed or to be performed may be brought by either party more than two (2) years after the cause of the action has occurred except that an action for non-payment may be brought within two (2) years after the date of the last payment.

No action, regardless of form or basis arising out of transactions related to these services performed, or to be performed may be brought within two (2) years after the date of the last payment.

## MISCELLANEOUS PROVISIONS

The HACH Service Partnership Programs and all matters pertaining thereto shall be governed by the laws of the State of Colorado.

These terms and the contract attached hereto constitute the entire agreement between the parties and may only be modified by a written instrument executed by the Customer and an authorized official of HACH.

Any term or condition of an offer set forth on any purchase order or other document submitted by Customer which is inconsistent with any term or condition of the HACH Service Partnership Programs is of no force or effect. Neither Customer nor HACH will be bound by any oral agreement or representation irrespective of by whom or when made.

No waiver by HACH of any defaults or breaches by Customer shall waive any future default or breach, whether alike or different in character.

The invalidity of any provision hereof shall not affect the validity of the remaining provisions hereof.

Customer may not reassign the Services without prior written consent of HACH, which consent will not be unreasonably withheld.



## Field Service Partnership

With a Hach Field Service Partnership, we'll send our highly trained service professionals to your site to perform all preventative maintenance and repairs. Benefits of this plan include:

### **Freedom from instrument maintenance.**

Hach takes care of everything, including repairs, calibrations, and preventative maintenance. We'll even maintain your reagent supply if you'd like!

### **Confidence in Hach OEM field service professionals.**

These experts have years of experience working on Hach equipment and know all the tricks for ensuring that your equipment stays as good as new!

### **A fixed maintenance budget for an entire year.**

All parts, labor, and advanced technical support are included in the annual contract. Write just one PO per year!

### **Access to an exclusive priority technical support number.**

Go to the front of the queue to quickly get your questions answered by Hach Instrumentation experts!



### Field Service Partnership Contract Highlights:

- All parts (including ground shipping), labor and travel costs are included for all visits.
- Preventative maintenance conducted as per standard factory recommended schedule.
- Calibration and certification of instruments performed on every visit.
- Priority emergency field repair at no additional cost.
- Exclusive toll-free priority technical support.
- Optional Scheduled Inventory Reagent Replacement (SIIR) Program.
- Flexible payment options.

Partner with Hach to ensure that your equipment will not only Be Right, but will Stay Right!

Contact a Hach representative today to see how these programs can start saving your operation time, money, and labor! See reverse side for contact information.

***Be Right. Stay Right!™***



***Be Right™***

*At Hach, it's about learning from our customers and providing the right answers. It's more than ensuring the quality of water—it's about ensuring the quality of life. When it comes to the things that touch our lives...*

*Keep it pure.*

*Make it simple.*

*Be right.*

**For current price information, technical support, and ordering assistance, contact the Hach office or distributor serving your area.**

*In the United States, contact:*

HACH COMPANY World Headquarters  
P.O. Box 389  
Loveland, Colorado 80539-0389  
U.S.A.  
Telephone: 800-227-4224  
Fax: 970-669-2932  
E-mail: [orders@hach.com](mailto:orders@hach.com)  
Website: [www.hach.com](http://www.hach.com)

*Customers in Canada, contact:*

Hach Sales & Service Canada Ltd.  
1313 Border Street, Unit 34  
Winnipeg, Manitoba R3H 0X4  
CANADA  
Telephone: (800) 665-7635 (204) 632-5598  
Fax: (204) 694-5134  
E-mail: [canada@hach.com](mailto:canada@hach.com)

**For more information on the Hach Service Partnership Programs, and to find a list of sales managers in your area, please visit our website:**

<http://info.hach.com/service>

Lit. No. 2481B  
A45 Printed in U.S.A.  
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*Be Right™*



# Factory Service Partnership

With a Factory Service Partnership, you send your instruments to our factory, and our experienced instrument technicians will perform all required repairs and preventative maintenance—with no incremental cost to you. Benefits of this plan include:

**Confidence in Hach OEM factory service professionals.**

These experts have years of experience working on Hach equipment and know all the tricks for ensuring that your equipment stays as good as new!

**Priority rush repair in the factory.**

Never pay expediting fees!

**A fixed maintenance budget for an entire year.**

All parts, labor, and advanced technical support are included in the annual contract. Write just one PO per year!

**Access to an exclusive priority technical support number.**

Go to the front of the queue to quickly get your questions answered by Hach instrumentation experts!

**Factory Service Partnership Contract Highlights:**

- All repair parts, factory labor, and ground shipping from the factory are included.
- Factory calibration and certification every time you send in your instrument
- No limit to the number of times you may have your instruments serviced!
- Exclusive toll-free priority technical support.
- Optional Scheduled Inventory Reagent Replacement (SIRR) Program.
- Flexible payment options.

Partner with Hach to ensure that your equipment will not only **Be Right**, but will **Stay Right!**

Contact a Hach representative today to see how these programs can start saving your operation time, money, and labor! See reverse side for contact information.

***Be Right. Stay Right!***<sup>TM</sup>



***Be Right***<sup>TM</sup>