



Bid Waiver Form

Short Description of Goods/Services	CNG Fueling Station Expansion at East District Campus
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Date	11/12/19
Department	Waste and Renewables
Name	John Welch
Email	welch@countyofdane.com
Phone	608-516-4154
Purchasing Agent	Pete Patten

Vendor Name	ANGI Energy Systems, LLC
Vendor MUNIS #	17404
Requisition #	2305
Requisition Year	2019
Total Cost	\$ 1,320,745
Vendor Quote Attached	<input checked="" type="checkbox"/> Yes – Quote is required to be attached.

Provide a detailed description of the goods/services intended to be purchased:

Expand the capacity of the East District Campus CNG fueling station. The current station is not large enough for the expanding CNG fleet that fuels up at that location. This fleet includes plow trucks and other vehicles from the Highway Department, Department of Waste & Renewables, Medical Examiner's Office, Parks, and several other departments. The planned work will expand the fueling capacity of the existing CNG station from 10 gallons per hour to 220 gallons per hour.

The expanded fueling station will have the following equipment:

- Simplex 200 HP Compressor with CWP & Side Penetrations
- Compressor Inlet Regulators (4)
- Manual Regen Inlet Gas Dryer
- Remote Dual 200 HP Starter Panels (2)
- CP-400 Remote Monitoring
- Matrix Valve Panel/Site Controller
- Trailer Fill Dispenser

The system will reuse the existing fuel pumps, card payment system, fuel storage tanks, and ANGI controls.



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Procurement Exception List	
<input type="checkbox"/>	Emergency Procurement
<input checked="" type="checkbox"/>	Only one vendor possesses the unique and singularly available ability to meet the Department's requirements
<input type="checkbox"/>	Unique and specific technical qualifications are required
<input type="checkbox"/>	A special adaptation for a special purpose is required
<input type="checkbox"/>	A unique or opportune buying condition exists

Provide a detailed explanation as to why the competitive bidding (RFB/RFP) process cannot be used. Also provide a detailed justification in relation to the Procurement Exception chosen:
<p>All of our CNG systems are currently ANGI and we would like to be standardized to remain consistent with parts, maintenance and service on the compressor, dryer equipment and priority panels. Additionally, we will be able to reuse some of the components of the existing system, thereby saving the County money. ANGI is located in the neighboring county and has the unique ability to manufacture, supply and service the equipment required to meet our CNG fueling needs. They build systems that, from our experience, have performed very well, and have also been successfully installed globally, from here in Wisconsin.</p> <p>Upon the next delivery of equipment, about 50% of the Highway Department snow plow fleet will be fueled by CNG engines along with the nearly 100 other vehicles that the County owns that utilize CNG. This CNG station expansion will help us keep our trucks fueled and back on the road in a more timely fashion to provide emergency response for winter and other weather related maintenance operations.</p> <p>Part of the costs of the East District Campus station will be offset by a State Grant of \$450,000.00.</p>

Bid Waiver Approval (Purchasing Use Only)

Under \$36,000 Controller Approval	Date

\$36,000 or over Personnel & Finance Committee Approval Date	

Dane County Expansion – NG300E Compression Replacement
 Proposal Number QS0294472 Rev. 3 | September 6, 2019

Attention:

John Welch

Submitted by email: welch@countyofdane.com

BASE PROPOSAL: Replace the existing NG 50 compressors, valve panels, dryer, and starter panel. Existing dispensers and storage from ANGI jobs 40158 & 50282 could potentially be re-used. Customer must upgrade the utility supply to meet the new flow requirements for the site.



Note: Photos are for reference only and may not reflect exactly actual equipment offered.

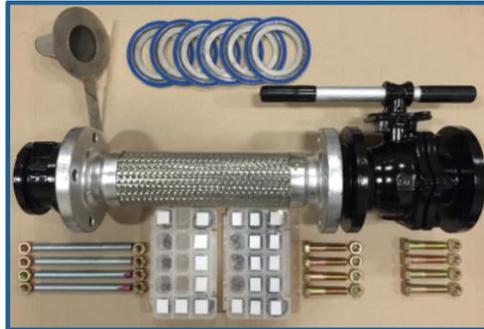
1. **FOUR (4) ANGI NG300 Simplex Compressor Packages:**

- Ariel JGQ/2, 4-Stage Reciprocating Compressor, 4500 PSIG discharge; as follows:
 - 465 SCFM (± 3.72 GGE/min) capacity @ 46 PSIG compressor inlet pressure (189 HP) – design/regulated
 - 337 SCFM (± 2.69 GGE/min) capacity @ 30 PSIG compressor inlet pressure (149 HP) – minimum
- **All above pressures post dryer at compressor inlet; Post dryer regulator required - (1) per compressor**
- 200 BHP, 480VAC, 1800 RPM TEFC electric motor each compressor
- ANGI control system with Horner XL7 PLC
- ASME stamped cooler for Wisconsin AHJ
- Protective enclosure includes sound attenuation, interior light, and gas detector
- Standard ANGI scope of supply
- Includes extreme cold weather package to allow operating temperatures -40 to 102°F
- Optional conduit bulkhead connections allow compressors to be added to existing sites without the need for concrete modifications or additional trenching.



Note: Photos are for reference only and may not reflect exactly actual equipment offered.

ANGI Contact: Graham Barker – (203) 394-7889 gbarker@angienergy.com



Note: Photos are for reference only and may not reflect exactly actual equipment offered.

2. FOUR (4) Compressor Connection Materials

- Kit consists of a manual ball valve, check valve, basket strainer, flex hose & gaskets

3. FOUR (4) Compressor Inlet Regulators

- Inlet gas regulator to be installed at the inlet of each compressor to limit gas pressure to compressor design.



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4. ONE (1) Manual Regen CNG Dryer

- Single tower with onboard manual regeneration
- Will accept the full gas line inlet pressures between 55 – 120 PSIG
- Rated 1900 SCFM at 65 PSIG
- Estimated 3 PSI pressure drop at above rated flow
- Estimated 22MMSCF of gas throughput between regenerations (based upon 7#H₂O/MMSCF)
- Dew point monitor and vent stack
- Includes cold weather package

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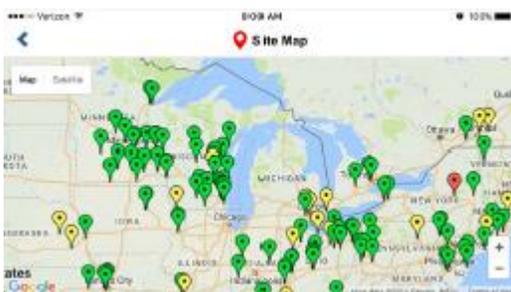
Note: Photos are for reference only and may not reflect exactly actual equipment offered.

5. TWO (2) Duplex Motor Starter Panels, Two (2) 200 HP Compressors each

- Soft start motor starters for main drive motor
- NEMA 3R Enclosure to be located in a non-hazardous area
- 65 KAIC SCCR rating
- Includes ESD circuit and 120V panel for auxiliary loads
- Cold weather package for operating temperatures -40 to 105°F
- Standard ANGI scope

6. ONE (1) CP-400 Remote Monitoring System

- Monitoring and data collection of the complete fueling process
- Detailed fault alerts via email and SMS text
- Customer supplied network communication to internet required
- Cold weather package for operating temperatures -40 to 105°F
- For current and future ANGI Energy customers, the **ANGI CNG Live** application makes checking the status of your ANGI compressed natural gas (CNG) equipment easier than ever. The application provides you with 24/7 remote access to the operating status of your ANGI CNG sites from anywhere in the world. See brochure for more details.



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 P.O. Box 5216 Janesville, WI USA 53547-5216



7. ONE (1) Matrix Valve Panel Incorporating Site Master Controller

- 1" design construction with actuated control valves
- Four (4) compressor in connections
- Five (5) dispenser out connections
- One (1) storage in/out connection
- Includes cold weather package for outdoor installation (-40 to 105°F)
- Horner PLC for Matrix control and Site Control
- Site controller incorporates the following main features:
 - Centralized control of all equipment
 - Compressor start/stop and lead/lag motor control to balance equipment run hours
 - Available telemetry with data logging, fault notification and remote monitoring when paired with CP400
 - Trailer fill pause feature to ensure the fast fill dispensers take priority. This feature will pause trailer filling without terminating trailer fill when the fast fill system is activated; and will automatically re-activate once the fast fill cycle is complete.

NOTE: ANGI recommends the existing three (3) ½" dispenser feed lines per dispenser be replaced with two (2) ¾" feed lines to reduce pressure drop, plus one (1) vent line per dispenser.
 The existing dispenser inlet tubing and storage tubing must be replaced/modified by the contractor to accommodate this matrix design



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8. ONE (1) ANGI Trailer Fill Dispenser

- Single 1" line supply
- One (1) 16' long hose with Oasis coupler
- 1" internal tubing with full-ported actuated ball valves
- 1" Coriolis flow meter
- Coalescing filter on supply Line
- Horner PLC based controls
- UL Rated Control Panel
- (1) LCD display
- Pulser box to allow connectivity with a Fuel Management System
- Impact/Vibration switch
- ESD pushbutton (non-ADA compliant)
- Painted steel cabinet

NOTE: This dispenser **DOES NOT** have weights & measures certification

9. Estimated Start-up and Orientation

All ANGI Commissioning Services contained in this proposal are based upon a Time & Materials format. The dollar amount included in the pricing sheet is an **ESTIMATED ALLOWANCE** amount anticipated for this service. It is based upon travel, expenses and labor for one (1) technician for one (1) week on site and one (1) controls engineer for two (2) days on site. All work is planned to be undertaken during normal working hours. Plumbing, Electrical and other appropriate contractors must be present or readily available during startup. Vehicles will be required during this process.

As there are many site conditions outside of ANGI's control, the actual cost to perform this service will be invoiced based upon the technicians' and engineer's time on site, expenses etc. in accordance with ANGI Published Service Rates.

Commissioning of the ANGI supplied equipment will include the following:

- Review/check installation by site contractor
- Verify wiring and communication between all components
- Start compressors and perform station operation test
- Verify operation of safety systems

ANGI has not included cost for any performance and/or fixed period testing unless explicitly noted in this proposal and included in the customer's purchase order.

10. Instruction Manuals

- One (1) electronic copy (Electronic Manual Delivery) is provided as standard via ANGI Share Point
- Additional copies, other formats or customized content available upon request (may be subject to additional charges)

11. Estimated Shipping to Site of All Listed Equipment

- Two (2) trucks budgeted from Janesville, WI to Madison, WI

OPTIONAL EQUIPMENT:

12. NG300E Spare Parts Kit Options for Ariel 4-Stage Compressor Configuration:

- **SPARES-CONSUMABLES:**
 - Oil (5-gallon pail), Oil Filter, Inlet Filter Element, Interstage Filter Elements, Final Filter Elements, O-Ring SAE Kit and O-Ring Seal-Lok Kit
- **SPARES-LEVEL 1:**
 - Includes Consumables (see list above), Compressor Valves w/gaskets and O-rings, Compressor Valve Rebuild Kit, Pressure Transducers, Control Pressure Regulator and RTD

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- **SPARES-LEVEL 2:**
 - Includes Level 1 Spare Parts Kit (see list above), Compressor Piston Rings, 3-way Solenoid valve, Packing Rebuild Kit, Distribution Block Set w/Prox Switch, Purge Tool and Receiver Regulator
- **SPARES-GASKETS:**
 - Top Cover, Side Cover, Suction/Discharge Valve Cap Gaskets and Seals
- **ANGI is pleased to offer a 25% discount on any Spare Part Kits listed below when combined with your new equipment purchase. (Sell price below reflects 25% discount) **Order must be received within 30 days of equipment purchase****

PRICING FOR PROPOSAL QS0294472 REV. 3 - DANE COUNTY EXPANSION				
ITEM	EQUIPMENT DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
BASE PROPOSAL				
1	Simplex 200 HP Compressor with CWP & Side Penetrations	4	\$234,320.00	\$937,280.00
2	Compressor Connection Materials	4	\$1,820.00	\$7,280.00
3	Compressor Inlet Regulator	4	\$1,800.00	\$7,200.00
4	Manual Regen Inlet Gas Dryer with CWP	1	\$83,110.00	\$83,110.00
5	Remote Dual 200 HP Starter Panel with CWP	2	\$33,020.00	\$66,040.00
6	CP-400 Remote Monitoring with CWP	1	\$6,750.00	\$6,750.00
7	Matrix Valve Panel/Site Controller with CWP	1	\$133,160.00	\$133,160.00
8	Trailer Fill Dispenser	1	\$37,000.00	\$37,000.00
9	Estimated Commissioning	1	\$10,880.00	\$10,880.00
10	Manuals	1	Included	Included
11	Estimated Freight	2	\$1,000.00	\$2,000.00
			TOTAL BASE PRICE:	\$1,290,700.00
OPTIONAL EQUIPMENT				
12A	Start Up Consumable Spares	4	\$2,050.00	\$8,200.00
12B	Level 1 Spares	1	\$7,570.00	\$7,570.00
12C	Level 2 Spares	1	\$13,915.00	\$13,915.00
12D	Interval Inspection Spares	4	\$90.00	\$360.00

Qualifications:

- Proposal is valid for 60 days.
- All prices are in US Dollars.
- Prices do not include any applicable taxes.
- System will be designed in accordance with US requirements.
- Met Lab electrical certification is included only for the items listed under “Equipment Certifications” below. Additional item certification or alternate certification is available (additional costs would apply).
- Delivery: 14-16 weeks from accepted purchase order. Schedule may vary due to production schedule, submittal review by end-user, and availability of long lead items
- This quotation subject to ANGI Energy's standard terms, conditions, and warranty and clarifications and exceptions transmitted separately.
- This quotation does not include any civil work, installation, underground piping, site design, permitting, or bonding. ANGI's scope includes only CNG related equipment and services, specifically identified.
- Ariel compressor flow rates are estimated per Ariel run program qualifications, which include plus or minus 6% variance.
- If your project experiences construction related delays, after completion of your order, at your request, ANGI can hold your equipment for up to 60 days at ANGI's facility if we have a signed bill and hold letter from your company. This added service is free of charge. However, after 60 days, due to space constraints ANGI can no longer store the equipment and therefore you will need to ship the equipment to your jobsite or to your designated storage location. ANGI can provide recommended offsite storage location information.

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Equipment Certifications:

ANGI NG series Compressors up to 550 HP are supplied as standard with MET Laboratories, Inc. 3rd party certification with our Listing Number E212484 and are designed/certified to:

- NFPA 52 Vehicular Gaseous Fuel Systems Code / CSA B108-14 Compressed natural gas fueling stations installation code
- ANSI/IAS NGV 4.8 CSA 12.8 NGV Vehicle Fueling Station Reciprocating Compressor Guidelines
- NFPA 70 – Article 500 (National Electric Code)

ANGI Series II and Encore Dispensers are supplied as standard with MET Laboratories, Inc. 3rd party certification with our Listing Number E212483 and are designed/certified to:

- NFPA 52 Vehicular Gaseous Fuel Systems Code
- ANSI/IAS NGV 4.1 CSA 12.5 NGV Dispensing Systems
- NFPA 70 – Article 500 (National Electric Code)

ANGI Industrial Control Panels are supplied as standard with MET Laboratories, Inc. 3rd party certification with our Listing Number E212521, and are designed/certified to:

- UL 508A Industrial Control Panels
- CSA 22.2 14 - 10 Industrial Control Equipment
- UL 698A Industrial Control Panels Relating to Hazardous (Classified) Locations
- UL 1203 Explosion-Proof and Dust-Ignition-Proof Electrical Equipment for Use in Hazardous Locations
- CSA C22.2 No. 30-M1986 (R2012) Explosion-Proof Enclosures for Use in Class I Hazardous Locations
- NFPA 496 - 2013 Standard for Purged and Pressurized Enclosures for Electrical Equipment

Note ANGI Industrial Control Panels are also UL Listed under one of several UL Certifications. These Control Panels are utilized on the Compressor Skids, Motor Starter Panels, Valve panels, etc.

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STANDARD TERMS AND CONDITIONS OF SALE

UNITED STATES & CANADA

ANGI ENERGY SYSTEMS, LLC (“SELLER”) agrees to sell to BUYER equipment and/or services described and listed in the Proposal (hereinafter “EQUIPMENT,” “GOODS,” and/or “SERVICES”) subject to the following terms and conditions as follows:

1. Acceptance. The following terms and conditions of sale are applicable to all quotations and purchase orders and are the only terms and conditions applying to the sale of Seller’s products or services except those that relate to prices, quantities, delivery schedules, and the description and specifications of the products. Seller hereby objects to and rejects any other terms and conditions appearing on, incorporated by reference in or attached to a purchase order. Buyer’s acceptance of products or services called for in said purchase order shall constitute its acceptance of the following terms and conditions.

2. Billing and Payment. Unless otherwise agreed to in writing, Buyer shall make payments to Seller according to the following progress payment schedule:

➤ Thirty percent (30%) of the total purchase price as a down payment to be remitted simultaneously with the written purchase order.

➤ Thirty percent (30%) of the total purchase price upon written notice of the commencement of assembly.

➤ Thirty percent (30%) of the total purchase price upon written notice of readiness to ship.

➤ Ten percent (10%) of the total purchase price “Net-30 Days” from the date of shipment or upon transfer of title to Buyer.

(a) Payment shall be due within 30 days from date of invoice unless otherwise agreed to in writing by Seller. Payment terms are subject to approval of Seller’s credit department. Seller reserves the right to impose finance charges which is the lower one and one-half percent (1½%) per month or the highest rate allowed by law on any amount which becomes past due and delinquent. However, if in Seller’s opinion, Buyer’s financial condition reasonably appears to call for such action, Seller may require payment in advance.

(b) Prices quoted are exclusive of, and Buyer agrees to pay, any foreign, federal, state or local excise, sales, use, personal property or any other taxes or duties, excepting only taxes based on Seller’s income. Any certificates or other evidence of applicable exemptions to such taxes or duties must be made available to Seller prior to invoicing or such taxes or duties will be charged to Buyer, provided, however, that if Seller does not collect such items from Buyer and is later requested or required to pay the same to any taxing authority, Buyer will promptly make such payment to Seller or, if requested by Seller, directly to such taxing authority.

(c) If any particular invoice is not paid when due, Buyer agrees to pay all collection costs if this account is referred outside for collection or, if suit is brought to collect this account, Buyer agrees to pay all costs and reasonable attorneys’ fees, including all costs and reasonable attorneys’ fees incurred on any appeal to an appellate court.

3. Place of Delivery, Method of Tender, and Transfer of Title.

(a) Sales within U.S. Delivery terms and pricing for sales within the United States are CPT (Incoterms 2010) Buyer’s destination (“Place of Destination”) unless otherwise agreed to in writing by Seller. Seller shall arrange for transportation of the goods ordered by an appropriate means of transportation. Freight is Pre-paid from Seller’s Dock (“Point of Delivery”) and incurred after the goods are delivered to the carrier from Point of Delivery to the Place of Destination. Risk of loss of or damage to the goods or any part of the goods shall pass to the Buyer upon delivery to carrier at the Point of Delivery, and Buyer shall have the responsibility of filing any damage claims with the carrier. Buyer shall arrange for applicable insurance covering the goods from Point of Delivery to their Place of Destination. Legal title to the goods shall pass to Buyer at the Point of Delivery.

(b) Sales outside of U.S. Delivery terms and pricing for export sales are FCA (Incoterms 2010) Seller’s Dock, ANGI Factory Janesville, WI (“Point of Delivery”) unless otherwise agreed to in writing by Seller. Seller shall arrange for transportation of the goods ordered by an appropriate means of transportation and pay all inland freight charges from Point of Delivery to the first USA port of export unless otherwise agreed to in writing by Seller. Buyer shall arrange for applicable insurance covering the goods during transit to their destination. Where

Buyer requires special delivery requirements, any special expense is to be borne by the Buyer, including special handling, packaging and additional freight charges. When “export packing” is required, any extra charges such as export duties, licenses, fees and the like shall be borne by Buyer. Risk of loss of or damage to the goods or any part of the goods shall pass to the Buyer upon delivery to carrier at the Point of Delivery, and Buyer shall have the responsibility of filing any damage claims with the carrier. This order is subject to Seller’s ability to obtain export licenses and other necessary papers within a reasonable period. Buyer will furnish all Consular and Customs declarations and will accept and bear all responsibility for penalties resulting from errors or omissions thereon. Buyer shall not re-export the goods or items which incorporate the goods if such re-export would violate applicable export laws. Legal title to the goods shall pass to Buyer at the Point of Delivery, except for sales to Canada or Central or South America (excluding Mexico), in which case legal title to the goods shall pass to Buyer when the goods cross an international border (including without limitation entering international waters), or at such later point as may be agreed to in writing by Seller.

4. Installation. Unless otherwise specified in writing on a quotation provided by an authorized representative of Seller, Buyer assumes responsibility for installation. Seller agrees to make installation and on-site technical support services available at Seller’s then-prevailing rates, unless otherwise specified in an initial purchase order or contract proposal.

5. Maintenance. Buyer assumes responsibility for maintenance on the goods sold to Buyer. Seller agrees, however, to make maintenance services available at its then-prevailing rates.

6. Warranties. Seller warrants its equipment parts and supplies in accordance with its standard warranty policies. A written copy of these policies accompanies these terms and conditions or is available upon request. THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT. NO EMPLOYEE OR AGENT OF SELLER, OTHER THAN AN OFFICER OF SELL, IS AUTHORIZED TO MAKE ANY WARRANTY IN ADDITION TO THE FORGOING.

7. Limitation of Buyers Remedies. IN NO CASE SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGE BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL, EQUITABLE, OR STATUTORY CLAIM, CAUSE OF ACTION, OR LEGAL THEORY. IN ANY EVENT, SELLER SHALL BE SOLELY LIABLE FOR ACTUAL DAMAGES CAUSED BY SELLER’S BREACH AND SELLER’S MAXIMUM LIABILITY HEREUNDER, REGARDLESS OF THE LEGAL THEORY, SHALL NOT EXCEED THE CONTRACT PRICE OF THE GOODS FURNISHED BY SELLER.

8. Sellers Remedies. Without waiving any other rights or remedies available to it under applicable law or otherwise, Seller may, at its option, defer shipment or deliveries hereunder or under or pursuant to any other contract with Buyer, until all past-due accounts of Buyer to Seller have been satisfied in full. Any rights or remedies of Seller granted in these Terms and Conditions shall be in addition to and not in lieu of any other rights or remedies Seller may have at law or in equity.

9. Proprietary Rights. Seller shall retain all rights to designs, drawings, patterns, plans, specifications, technology, technical data and information, technical processes and business methods, whether patentable or not, arising out of or evolving as a result of Seller rendering engineering services to and designing systems and goods for Buyer’s use. Buyer agrees not to enforce against Seller or customers of Seller any patent rights, the scope of which includes a system, process or business method utilizing goods or engineering services delivered



hereunder by Seller and which relates to an invention, improvement, enhancement or development made by or for Buyer on a date subsequent to the date of Seller's offer hereunder.

10. Hazardous Materials. Buyer acknowledges that certain supplies covered by this contract may be, or become, considered as hazardous materials under various laws and regulations. Buyer agrees to familiarize itself (without reliance on Seller except as to the accuracy of special safety information actually furnished by Seller), with any hazard of such materials and their applications and the containers in which such materials are shipped. Buyer agrees to inform and train its employees and its customers as to such hazards. Buyer agrees to waive any claim against Seller and hold harmless and indemnify Seller against any claims by its employees or customers based on allegations relating to any such hazards except where such claims are based on failure to meet written specifications or the inaccuracy of specific safety information actually furnished by Seller.

11. Delay. (a) Delivery dates are approximate and are not guaranteed, and Seller shall not be liable for damages of any kind resulting from any delays in fulfillment, shipment or delivery of orders. Furthermore, Seller shall not be liable for any other loss, damage, cost or expense due to causes beyond its reasonable control, such as acts of God, acts of Buyer, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, delays in transportation, government restrictions or embargoes, or difficulties in obtaining necessary labor, materials, manufacturing facilities or transportation due to such causes.

(b) In the event of a delay in delivery in excess of ninety (90) consecutive days, Buyer has the right to terminate its order as to the undelivered portion thereof without Penalty.

12. Goods Not for Resale. Buyer, by placing this order and accepting these Terms and Conditions, hereby expressly agrees, acknowledges, represents and warrants to Seller that (a) it is the Seller's policy to sell these types of goods only to end users for their own use, (b) the goods that are the subject of this order are not intended for end user to resell, (c) the goods that are the subject of this order are in fact being purchased by Buyer for Buyer's own use or only for sale to an end user and not for any other resale to a third party and (d) in the event that Buyer breaches the foregoing acknowledgment, covenant, representation and/or warranty by reselling the goods that are the subject of this contract, Seller shall be permitted to (i) void, eliminate and/or refuse to continue to extend or make available to Buyer any volume or other types of discounts, rebates or preferential payment terms to which Buyer is now or hereafter otherwise might be entitled to or eligible to receive from Seller or (ii) refuse to accept any further orders from Buyer. Notwithstanding the foregoing, nothing in these Terms and Conditions is intended to restrict any OEM from incorporating any goods purchased from Seller into equipment that is to be resold to the OEM's end customer so long as such OEM provides a reasonable certification of such use to Seller.

13. Cancellation. Unless otherwise agreed in a writing signed by authorized representatives of Buyer and Seller, Buyer will pay Seller for all services performed (including but not limited to materials, and labor) and products provided or specifically ordered for Buyer in reliance on Buyer's order, as of the date of the cancellation. Buyer may not cancel orders for non-standard goods or orders for goods which have left Seller's dock.

14. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to any choice or conflict of laws principles of such state, and all disputes shall be adjudicated therein. Buyer and Seller consent to the sole and exclusive venue and jurisdiction of the courts situated in the State of Wisconsin. Any action for loss or damage with respect to the goods or services which are the subject of this contract must be commenced by Buyer within one year from the date of delivery of such goods or services or such claim shall be forever barred.

15. Compliance with Laws/Anti-Corruption. Buyer shall comply fully with all applicable laws, rules and regulations, including without limitation those of the United States and any and all other jurisdictions globally ("Laws") that apply to Buyer's business activities in connection with its purchase of goods from Seller. Specifically, Buyer shall comply with all Laws relating to anti-corruption, bribery, extortion, kickbacks, or similar matters that are applicable to Buyer's business activities in connection with this Agreement, including without limitation the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Buyer will take

no action that will cause Buyer or Seller or any of their affiliates to violate any such laws.

16. Entire Agreement. Unless otherwise agreed in a writing signed by Seller and Buyer, these Terms and Conditions constitute the entire agreement between the parties, there being no other promises, terms, conditions, or obligations, referring to the subject matter not contained herein. If any term or provision of this contract shall to any extent be invalid or unenforceable, the remainder of the contract shall not be affected thereby, and each term and provision of this contract shall continue to be valid and enforced to the fullest extent permitted by law. Any modifications hereto shall be in writing and signed by both parties.

WARRANTY POLICY

1. Warranty

- a. **Equipment.** The seller, ANGI Energy Systems LLC or its ANGI branded corporate affiliate, whatever the case may be (“ANGI”), warrants to Buyer that its equipment conforms to ANGI’s published specifications, is free from defects in materials and workmanship until the earliest of: (i) 12 months after substantial completion of commissioning, if applicable; (ii) 12 months from initial use; or (iii) 18 months from the date the equipment is ready to ship from ANGI’s facility. ANGI further warrants the equipment enclosures against rust-through for 2 years from the date it is ready to ship from ANGI’s facility (equipment may be susceptible to surface rust under normal conditions). The following are exceptions to this warranty: (i) **Used/Refurbished Equipment** – is warranted on a case by case basis as provided by ANGI; (ii) **Products not Manufactured by ANGI** – ANGI will pass through transferable manufacturer’s warranties only.
- b. **Parts.** ANGI warrants its: (i) non-consumable parts such as valves, gauges and transducers will conform to ANGI’s published specifications and be free from defects in workmanship and materials for 90 days from date of shipment, and (ii) consumable parts, such as filter elements, strainers, o-rings, gaskets, fuses, belts and will conform to ANGI’s published specifications and will be free from defects in workmanship and materials at the time of delivery. ANGI warrants reconditioned vendor certified parts for 90 days from the date of shipment.
- c. **Consumables.** ANGI warrants its consumables, such as oils, lubricants and desiccant will conform to ANGI’s published specifications and will be free from defects in workmanship and materials through the expiration or other date indicated on the packaging or otherwise provided by ANGI.
- d. **Software.** ANGI warrants its software when used under normal operating and maintenance conditions, will perform substantially in accordance with ANGI’s published specifications and any accompanying user documentation for the earlier of 90 days from installation or 120 days from shipment. ANY THIRD PARTY SOFTWARE PROVIDED WITH THE SOFTWARE AND DATA AND PRE-RELEASE VERSIONS OF THE SOFTWARE ARE SUPPLIED “AS IS” WITHOUT CONDITION OR WARRANTY OF ANY KIND, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, EITHER EXPRESS OR IMPLIED. Any software warranty in any software license agreement between the parties will take precedence over this software warranty.
- e. **Services.** ANGI warrants all services will be performed in a professional and workmanlike manner in accordance with applicable industry standards for 30 days after performance.
2. **Warranty Services.** This warranty only covers costs of replacement parts/goods. Buyer is responsible for labor costs and all other costs in connection with the repair or replacement of any non-conforming goods, including without limitation, costs for diagnosis of defects, shipping, removal of goods and reinstallation of goods. Buyer must make any warranty claims in writing within the applicable warranty period and within ten (10) days after discovery of any non-conformance (30 days after shipment for consumable parts). Within a reasonable time thereafter, ANGI will make the necessary repairs after confirmation that the non-conforming goods were stored, installed, maintained and used in accordance with ANGI’s recommendations, accompanying documentation, published specifications and standard industry practice. Warranty services will be performed at the location of the warranted goods if possible, subject to ANGI’s then prevailing rates and any travel expenses incurred by ANGI. Otherwise, Buyer will ship the goods at its expense to ANGI for repair and/or replacement after obtaining a valid Return Material Authorization number. For the avoidance of doubt, repair or replacement of any warranted goods or any parts do not extend the initial warranty period of the warranted goods and any repaired or replacement parts are not separately warranted. For warranty issues, contact: ANGI Energy Systems LLC, Customer Service, 305 W Delavan Dr., Janesville, WI 53546; Toll Free 800 934 5219; Phone 608 563 2800; Fax 608 531 2635; Email service@angienergy.com.
3. **Failure to Repair.** If ANGI is unable to repair warranted goods after a reasonable number of attempts, ANGI will provide, at its option, (i) new or used replacement goods provided Buyer returns the non-conforming goods;

or (ii) a refund of the purchase price of the unrepaired component, depreciated in accordance with standard accounting principles.

4. **Warranty Exceptions.** This Warranty Policy does not cover failure of warranted goods resulting from: (i) accident, abuse, misuse, neglect, overloading or any other use not in accordance with ANGI’s recommendations, accompanying documentation, published specifications, and standard industry practice; (ii) fire, flood, lightning or any other act of God, Buyer or third party; (iii) acid rain, rail dust, salt spray, caustic cleaners, chemicals or solvents, salt air conditions, and other environmental factors that may accelerate rust, oxidation or corrosion of metal components; (iv) Buyer’s failure to provide power, air, supplies, storage conditions, or an operating environment that conforms to ANGI’s accompanying documentation and published specifications; (v) failure to follow the maintenance procedures in ANGI’s accompanying documentation or published specifications or failure to maintain and provide ANGI with maintenance records verifying Buyer followed proper maintenance procedures; (vi) installation, repair, service or modification to the goods by anyone other than ANGI or its authorized representatives; (vii) the goods or any part thereof being used or coming into contact with any equipment, parts, supplies or consumables not manufactured, distributed, or approved by ANGI; (viii) any products attached to the goods not manufactured, distributed or approved by ANGI; (ix) Buyer’s noncompliance with applicable codes and safety rules, such as NFPA-52 Vehicular Gaseous Fuel Systems Code (and all other standards and codes referenced therein), NFPA-70 – Article 500 National Electrical Code, ASME Boiler and Pressure Vessel Code Section VIII, ANSI/ASME B31.3 Process Piping and ANSI/IAS NGV 4.1 CSA 12.5 NGV Dispensing Systems; and (x) installation or use at a site that is not compliant with all applicable laws, regulations, codes, and standard safety requirements. This Warranty Policy covers only goods owned, leased or otherwise held only by the initial end user at all times and excludes any goods that are or have been in the possession of a third party. Unless prohibited by law, this Warranty Policy only covers goods located in the same country from which the goods were initially purchased from ANGI. ANGI in its sole but reasonable discretion will determine whether these exceptions apply.
5. **Warranty Disclaimer.** THESE WARRANTIES ARE GIVEN SOLELY TO BUYER (PARTY PURCHASING WARRANTED GOODS OR SERVICES DIRECTLY FROM ANGI). TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO EMPLOYEE OR AGENT OF ANGI IS AUTHORIZED TO GIVE ANY ADDITIONAL WARRANTIES, OTHER THAN AN OFFICER OF ANGI WHEN DOING SO IN WRITING. IF LOCAL LAWS REQUIRE ADDITIONAL WARRANTIES TO BE PROVIDED TO BUYER, SUCH WARRANTIES ARE INCORPORATED INTO THIS WARRANTY POLICY ONLY TO THE EXTENT REQUIRED BY LAW. ANY PARTICULAR TERM IN THIS WARRANTY POLICY THAT IS PROHIBITED BY LOCAL LAW IS HEREBY NULLIFIED TO THE EXTENT REQUIRED BY LAW.
6. **Liability and Remedies.** IN NO EVENT WILL ANGI BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF ANY WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY. ANGI’S MAXIMUM LIABILITY WILL NOT EXCEED THE PRICE OF THE GOODS OR SERVICES FURNISHED BY ANGI GIVING RISE TO THE CLAIM. THIS WARRANTY POLICY CONTAINS BUYER’S EXCLUSIVE REMEDIES AND ANGI’S SOLE OBLIGATIONS FOR ANY BREACH OF THIS WARRANTY POLICY. NO OTHER REMEDIES, OBLIGATIONS, LIABILITIES, RIGHTS, OR CLAIMS, WHETHER ARISING IN TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, ARE AVAILABLE.