



# Bid Waiver Form

Revised 02/2020

<b>Short Description of Goods/Services</b>	RNG Vacuum Pump Service, Parts and Consumables
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<b>Date</b>	1/11/2020
<b>Department</b>	Waste & Renewables
<b>Name</b>	Roxanne Wienkes
<b>Email</b>	<a href="mailto:Wienkes.Roxanne@countyofdane.com">Wienkes.Roxanne@countyofdane.com</a>
<b>Phone</b>	608.509.6681
<b>Purchasing Officer</b>	Pete Patten

<b>Vendor Name</b>	Busch Vacuum Solutions
<b>Vendor MUNIS #</b>	31213
<b>Requisition #</b>	944
<b>Requisition Year</b>	2021
<b>Total Cost</b>	\$63,330

**\*A VENDOR QUOTE MUST BE ATTACHED TO THE WAIVER FOR APPROVAL\***

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

The vendor will provide inspection of vacuum pump system to detect possible preventative maintenance suggestions to ensure longevity of system. Vendor will also provide training to Dane County Biogas Technicians during 8,000 hour maintenance event. Vendor is supplier of critical parts and consumables for vacuum pump system.

The attached quote outlines the work that will be performed by the vendor. The total estimated price includes an allowance for shipping and a 2.3% price increase on parts and consumables for 2021. Actual prices and parts may vary depending on need in 2021 and total cost may exceed the estimated amount.



# Bid Waiver Form

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Procurement Exception List (place an "X" next to any that apply)	
	Emergency Procurement
X	Only one vendor possesses the unique and singularly available ability to meet the Department's requirements
	Unique and specific technical qualifications are required
	A special adaptation for a special purpose is required
	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>Vendor is sole proprietor of lubricants and parts required to operate vacuum pumps and maintain warranty.</p>

## Bid Waiver Approval (Purchasing Use Only)

Under \$37,000 Controller Approval	Date
\$37,000 or over Personnel & Finance Committee Approval	Date

# Vacuum Pumps and Solutions



## FIELD SERVICE ESTIMATE FOR FIELD SERVICE SUPPORT

Customer:

Delivery Address:

County of Dane  
7102 US Highway 12 & 18  
Madison Wisconsin, 53718

County of Dane  
7102 US Highway 12 & 18  
Madison Wisconsin, 53718

Customer:

Quotation #

**FSQ700752LC1.2**

Tylor Flynn  
Flynn.Tylor@countyofdane.com  
0

Quotation TOTAL:

**\$ 59,480.37**

Thank You for Your Inquiry!

Expiration date : **1/28/2021**  
Customer No. : BP0032458  
Phone No. :  
Fax No. :  
Customer RFQ No. :

Quotation Date : 12/29/2020  
Reference A :  
Reference B :  
Cust. Service Rep. : Bernadette Ainsworth

ESTIMATED LEAD TIME: **TBD ARO**

**FOR FIELD SERVICE, PLEASE CONTACT:**

PLEASE REFERENCE ON YOUR PURCHASE ORDER

Larry Carlson

All pricing is firm for thirty (30) days. The estimated delivery is our best

Field Service Specialist

estimated based on information available at the time of the quotation and M:

(630) 442-4415

is subject to change at the time the order is placed.

E: larry.carlson@buschusa.com

### PRODUCT(S) BEING SERVICED

#	Model Number	Serial Number	QTY
1	RA1600		12

### LABOR ESTIMATE DETAILS

Line	Part Number	Description	QTY	List Price	Discount	Net Price
100	FSStdLabor	Standard Labor - Feb 2021 Inspection	4	\$ 150.00	0%	\$ 600.00
110	FSStdTravel	Standard Travel - Feb 2021 Inspection	4	\$ 100.00	0%	\$ 400.00
120	FSStdLabor	Standard Labor - Spring 2021 PM/Training	8	\$ 150.00	0%	\$ 1,200.00
130	FSStdTravel	Standard Travel - Spring 2021 PM/Training	4	\$ 100.00	0%	\$ 400.00
140	FSStd Labor	Standard Labor - Contingency Labor	16	\$ 150.00	0%	\$ 2,400.00
150	FSStd Travel	Standard Travel - Contingency Travel	8	\$ 100.00	0%	\$ 800.00

**TOTAL LABOR ESTIMATE \$ 5,800.00**

#### NOTES:

1. Labor: There is a 4 hour minimum labor charge, any additional time will be billed in one (1) hour increments.
2. Travel Labor: Travel labor is for travel time from Field Service Specialist point of origin to the service location and return. Any travel time outside a 75 mile radius of the point of origin will be billed at a two (2) hour minimum and one (1) hour increments thereafter.

Continued on next page

# Vacuum Pumps and Solutions



Continued -

TRAVEL ESTIMATE DETAILS						
<u>Line</u>	<u>Part Number</u>	<u>Description</u>	<u>QTY</u>	<u>List Price</u>	<u>Discount</u>	<u>Net Price</u>
200	FSHotel	Hotel	4	\$ 138.00	0%	\$ 552.00
210	FSPerdiem	PerDiem	4	\$ 100.00	0%	\$ 400.00
TOTAL TRAVEL ESTIMATE						\$ 952.00

PART ESTIMATE DETAILS						
<u>Line</u>	<u>Part Number</u>	<u>Description</u>	<u>QTY</u>	<u>List Price</u>	<u>Discount</u>	<u>Net Price</u>
300	993.370.02	KIT, FILTER 1000/1600 R5	12	\$ 1,764.00	0%	\$ 21,168.00
310	0583.900.470	OIL SIGHT GLASS, G1" C.R.S.	1	\$ 23.08	0%	\$ 23.08
320	0534000263	PAD, DEMISTER 1000/1600	6	\$ 618.00	0%	\$ 3,708.00
330	0566000074	SCREEN, DEMISTER PAD SUPPORT	1	\$ 129.00	0%	\$ 129.00
340	0482.509.012	GASKET, OIL FILL/DRAIN PLUG	1	\$ 16.14	0%	\$ 16.14
350	0947.555.244	SPRING, EXH. FILTER 0160-1600	16	\$ 12.64	0%	\$ 202.24
360	0512000214	COUPLING HALF, BOWEX I80 M.S.	1	\$ 532.00	0%	\$ 532.00
370	0512000204	COUPLING HALF, BOWEX I80 P.S.	1	\$ 831.00	0%	\$ 831.00
380	0460000477	SPACER, DIST. 46/38.1 x 55.5	1	\$ 51.91	0%	\$ 51.91
390	993.402.02	KIT, OVERHAUL 1600 R5	1	\$ 6,927.00	0%	\$ 6,927.00
400	512.260.00	COUPLING HALF, BOWEX I80 M.S.	1	\$ 255.00	0%	\$ 255.00
410	0831.912.045	OIL, R590 5 GAL PREPACKAGED	3	\$ 281.00	0%	\$ 843.00
420	831.057.01	OIL, R568 5 GAL PREPACKAGED	3	\$ 288.00	0%	\$ 864.00
430	0831.904.081	OIL, R568 55 GAL DRUM FLUSHING	3	\$ 3,095.00	0%	\$ 9,285.00
440	831.041.01	OIL, R590 55 GAL DRUM ISO 100	3	\$ 2,631.00	0%	\$ 7,893.00
TOTAL PARTS ESTIMATE						\$ 52,728.37

THIS PROPOSAL IS BASED UPON ACCEPTANCE OF BUSCH LLC TERMS AND CONDITIONS, UNLESS OTHERWISE NOTED

\* FULL DISCLOSURE OF BUSCH LLC SALES AND SERVICE TERMS AND CONDITIONS ARE LOCATED AT [WWW.BUSCHUSA.COM](http://WWW.BUSCHUSA.COM) \*

PLEASE REFERENCE SALES QUOTE NUMBER ON ORDER AT TIME OF PURCHASE

<u>LABOR</u>	<u>GOODS</u>	<u>TRAVEL</u>	<u>EST SHIPPING</u>	<u>TOTAL</u>
\$ 5,800.00	\$ 52,728.37	\$ 952.00	\$ 2,636.42	\$ 59,480.37
CARRIER: 002	Best Way			

## SCOPE OF WORK

Proposed schedule of services:

Inspection by FSS Larry Carlson tentatively scheduled for February 2021.

Preventative maintenance by FSS Larry Carlson tentatively schedule for Spring 2021. FSS will PM (1) RA1600 and provide training to on site tech on proper PM procedure.

Ad hoc services as needed covered by contingency labor, travel and expenses.

# Vacuum Pumps and Solutions



## Customer Requirements:

Busch Vacuum Solutions will not be responsible for connecting utilities. Busch will not enter an energized control panel. Busch Vacuum Solutions employees are not authorized to perform any on-site work that would require a contractor's license or would otherwise be performed by a certified skilled tradesman such as an electrician, rigger, plumber, etc. Busch Vacuum Solutions Field Service Specialists and/or Field Service Technicians are not responsible for:

- Any and all electrical work including the installation, removal, upgrading, replacement, or wiring of electrical components (motors, switches, etc.)
- Any and all rigging required for the removal or installation of vacuum pumps
- Any and All assembly, disassembly, or reassembly or inlet and exhaust piping connected to the vacuum pump
- Any and all air leaks that may occur as a result of improper assembly or reassembly of the inlet or exhaust piping
- Disposal of hazardous waste and/or process materials
- Disposal or oil, oil filters, exhaust filters, or material used to clean spills, leaks, etc.
- Cleaning of knock out pots, stand filters, or liquid traps

## Busch Provided Items:

In addition to parts to complete your service, our Busch Vacuum Solutions Technicians will provide the following item(s):

- Assorted hand tools and rags
- Personal Protective Equipment (per various ANSI standards) to include:
  - Hard hat(s)
  - Reflective vest(s)
  - Steel toe safety shoes
  - Safety glasses

*If any further PPE is necessary, please notify Busch Vacuum Solutions at time of PO. If there are any Health, Safety, and Environmental items to be filled out prior to arrival, please also provide with PO.*

## Scheduling:

Scheduling is due to receipt of purchase order, Busch Vacuum Solution's receipt of parts, and the customer's availability. The visit will be based upon a mutually agreed upon schedule. A minimum and three weeks' notice is required to make the appropriate travel arrangements.

## Labor Rates and Travel Expenses:

### TRAVEL EXPENSES:

- Travel Expenses include labor, lodging, and meals and incidentals per diem.
- Travel Expense rates are based off the U.S. General Services Administrations Per Diem Rates for your area at the time of quotation.
- Pricing is subject to change for travel and lodging once purchase order is received according to rates at time of order

### LABOR RATES:

- Labor: There is a 4 hour minimum labor charge, any additional time will be billed in one (1) hour increments
- Travel Labor: Travel labor is for travel time from Field Service Specialist point of origin to the service location and return. Any travel time outside a 75 mile radius of the point of origin will be billed at a two (2) hour minimum and one (1) hour increments thereafter.

## GENERAL TERMS AND CONDITIONS OF SUPPLY OF GOODS AND SERVICES

**1. Definitions:** "Supply" means any supply by Supplier to Buyer including the supply of Goods and/or Services; "Buyer" means the party buying Goods or procuring Services and shall include, if the context so permits, its agents or sub-contractors; "Supplier" means Busch LLC or its affiliate named on the Purchase Order; "Purchase Order" means an order placed on Supplier by Buyer; "Product" means a product owned by Buyer to be the subject of a Service; "Goods" means products, consumable materials, equipment, equipment components, spare parts, software and other goods and materials supplied by Supplier to Buyer (including any exchanged products supplied by Supplier as part of providing Services); and "Services" means any services supplied by Supplier to Buyer.

**2. APPLICATION:** Except as otherwise agreed in writing by the Supplier, the following Terms and Conditions ("Terms") shall apply to and are deemed to be incorporated in all contracts for Goods and Services offered to Buyer. Buyer's written order accepting this Offer of Goods ("Order") or written direction to Supplier to proceed with engineering, procurement, furnishing, manufacturing, shipment or delivery of such Goods, shall constitute agreement to these Terms. Any additional or contrary terms in Buyer's written purchase order, acknowledgment, quote request and other written direction or specification for a specific order shall not be valid unless agreed in writing and duly signed by a person authorized by Supplier. The Terms, together with the Order into which they are incorporated, shall supersede all prior negotiations, discussions, and dealings concerning the subject matter hereof, and shall constitute the entire agreement between the parties.

**3. PRICES:** Buyer shall purchase the Goods from Supplier at the price set forth in Supplier's published price list in force as of the date of Buyer's purchase order. Price quoted for non-standard Goods are estimates, valid for 30 days and may be increased without notice in the event of increases in Supplier's cost of (i) transport, labor and materials; (ii) handling of, and compliance with laws and regulations concerning hazardous materials; (iii) handling, delivery and shipping; (iv) energy or fuel; and/or (v) any other costs of supply or of Supplier's performance arising between the time of quotation and the time of delivery. Unless agreed in writing between the parties, services, installation and commissioning are not included in the purchase price for the Goods. All Prices are exclusive of all applicable taxes, including but not limited to, any value added tax, federal, state and/or municipal excise, sales and/or use taxes, levies and duties of any nature whatsoever ("Taxes") applicable to the Goods. All taxes shall be paid by Buyer unless Buyer provides Supplier with an exemption certificate acceptable to the relevant taxing authority. All Purchase Order are subject to \$50 minimum order level and any orders under that value will be billed at the minimum \$50 value.

**4. PAYMENT TERMS:** Unless otherwise agreed in writing, all invoices shall be paid in full in United States dollars within thirty (30) days after the date of Supplier's invoice. Invoices will normally be issued on the

date of shipment of the Goods (or the date of deemed delivery) or completion of the Services. Unless agreed otherwise between the parties, for an order, or a series of orders, with a combined sales price of \$100,000 or more, payment terms are: 10% due with order, 30% due on receipt of approved drawings, 30% due prior to shipment, and balance due 30 days after shipment. If, in the reasonable judgment of Supplier, the financial condition of Buyer at any time prior to delivery does not justify the terms of payment specified in an Order, Supplier may require payment in advance, progress payments, payment security satisfactory to Supplier, or may terminate the Order and Buyer shall be liable for cancellation charges in accordance with the provision provided herein. If delivery is delayed by Buyer, payment shall be due thirty (30) days from the date Supplier is prepared to make delivery. Prior to shipment, a hold will be placed on any individual order until the scheduled payment required "prior to ship" per the agreed progress payment structure is received. An interest charge of 1½% per month or any portion thereof shall be payable on unpaid balances after 45 days from date of shipment.

**5. MODIFICATIONS:** Supplier shall have the right to modify the design and/or method of manufacture of the Goods without advance notice to Buyer if, in the reasonable judgment of Supplier, such modification does not materially and adversely affect the performance of the Goods. Buyer may request reasonable changes in any one or more of the following, provided it is approved by Supplier in writing: (1) drawings, plans, designs and specifications; (2) quantities; (3) material, packaging and delivery schedule; or (4) place, manner or time of delivery. If any such change cause increase or decrease the cost of the Goods and/or delays Supplier's performance, then Supplier shall be entitled to an equitable adjustment in price and/or time of delivery.

**6. DELIVERY:** The goods will be delivered within a reasonable time after the receipt of Buyer's purchase order. Delivery dates are just estimate that are not guaranteed and are based upon prompt receipt of all necessary information. Seller shall not be liable for any delays, loss or damage in transit. Unless otherwise agreed in writing all shipments shall be made EX WORKS ORIGIN, to Supplier's Virginia Beach facility (the "Delivery Point") using Supplier's standard methods for packaging and shipping such Goods. Unless other delivery arrangements are agreed, Supplier may, at Buyer's request and expense, arrange carriage and insure Goods against normal transit risks to the value of the Purchase Price. Buyer shall take delivery of the Goods immediately of Supplier's written notice that the Goods have been delivered to the Delivery Point. Supplier, in its sole discretion, can approve the Buyer's request for expedite delivery of the finished goods at an additional cost of 10% of the total order value or \$50 whichever is greater, which will be added to the Buyer's invoice. If Buyer specifies "freight collect, 3rd party carrier or will call" in Buyer's Order, it is clearly understood that there will be no freight allowance and an additional fee of \$100 for all orders below \$20,000 will be charged to the Buyer as handling fee, which will be added to the Buyer's invoice. If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Supplier's notice that the Goods have been delivered at the Delivery Point or if Supplier is

## GENERAL TERMS AND CONDITIONS OF SUPPLY OF GOODS AND SERVICES

unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss or damage to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; (iii) Payment will be due immediately; and (iv) Supplier, at its option, may store the Goods at a place of its choice, for the maximum period of 90 days, whereupon Buyer shall be liable for all related costs (including, without limitation, storage and insurance) and pay compensation to Supplier at the rate of 2 % of the Purchase price per month of delay, within thirty (30) days from the issuance of the invoice.

In cases where a Product is received by Supplier with no Purchase Order, or other written authority, to Supplier to carry out Services within fourteen (14) days of receipt of the Product by Supplier, Supplier may, at its option, either return the Product to the Buyer or dispose of the Product as Supplier deems fit and may charge Buyer for, and Buyer agrees to pay all the related costs and expenses. After the service of the product, if for any reason, Buyer fails to accept delivery of the product on the date fixed pursuant to Supplier's notice to the Buyer that the Product is ready for shipment or collection or postpone it for more than five (5) days then Supplier's obligation to deliver the product will be deemed satisfied and Buyer will become responsible for the risk of loss or damage to the Product and payment will be due immediately. Buyer will pay compensation to Supplier at the rate of 2% of the price per month of delay, within thirty (30) days from the issuance of the invoice. The parties agree that compensation and other expenses payable are a genuine pre-estimate of the costs and losses which Supplier would suffer from Buyer not taking delivery of the Goods or Products after service.

**7. TITLE AND RISK OF LOSS:** Risk of loss to all Goods ordered under any Purchase Order passes to Buyer upon Supplier's tender of such goods to the carrier at the Delivery Point. Title of the Goods remain with Supplier until Buyer has made full and unconditional payment of all sums due to it in respect of the Goods. From delivery and prior to full payment, Buyer will be responsible to keep the goods in good condition (at no cost to Supplier) separately from all other goods of Buyer or any third party in such a way that they remain readily identifiable as Supplier's property. Buyer shall maintain the Goods in satisfactory condition and keep them insured under adequate insurance policies with insurers of good reputation, covering the Purchase Price.

**8. INSPECTION AND REJECTION OF NONCONFORMING GOODS:** Buyer shall inspect the Goods within five (5) days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Supplier in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Supplier. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents. If Buyer timely notifies Supplier of any

Nonconforming Goods, Supplier shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Supplier's facility located at Virginia Beach. If Supplier exercises its option to replace Nonconforming Goods, Supplier shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point. Buyer acknowledges and agrees that the remedies set forth herein are Buyer's exclusive remedies for the delivery of Nonconforming Goods.

**9. LIMITED WARRANTY:** By acceptance of an Order, Supplier Warrants, in respect of Goods related to equipment, components and spare parts, that (i) all products furnished are free from all defects in material and workmanship at the time of shipment; (ii) all Supplier vacuum pumps, unless otherwise stated, are covered by an 18-month warranty from the date of shipment, or 12 months from the date of installation, whichever occur first; (iii) remanufactured vacuum pumps are covered by a 12-month warranty from the date of shipment; (iv) other Supplier parts and components carry a 90-day warranty from the date of shipment. The warranty excludes (a) normal wear and tear; (b) wear items including, but not limited to, seals, bearings, couplings, oil drain plugs, oil fill plugs etc.; (c) Goods that have not been properly stored, installed, serviced, maintained, operated, normal usage or operating conditions beyond Supplier's control such as improper voltage, excessive ambient temperatures, or other conditions that would affect the performance or life of the product; (d) Goods not used in accordance with current operating and maintenance instructions furnished by Supplier, and (e) Goods that have been altered or modified in any manner without Supplier factory authorization.

Supplier Warrants, in respect of Supply of Services, that Services shall be performed in a workmanlike manner using reasonable skill and care and in accordance with Supplier's service policy and practice. Unless otherwise agreed in advance, Supplier shall provide such Services, including repair and replacement, as are in Supplier's reasonable opinion necessary in order to provide the Service. If subsequent to the performance of Services, failure or breakdown (normal wear and tear and consumables excepted): (a) occurs during the warranty period notified to Buyer at the time the Services are performed (or if no such period is notified to Buyer, and unless otherwise agreed, within 90 days of the date that the Services are completed); (b) occurs during normal usage; and (c) is shown by Buyer to Supplier's reasonable satisfaction (after a reasonable opportunity for Supplier to inspect the allegedly defective Services and to review documentation pertinent to the failure or breakdown) to have been caused by Supplier's failure to perform the Services in accordance with this Condition: Supplier, at its option, shall correct or re-perform the Service or replace the serviced product; provided that: (i) the failure or breakdown was not caused, or contributed to, by Buyer's act or omission, breach of contract, negligence, process reactions, excessive process build ups or accidents or by Buyer's failure to observe Supplier's recommended maintenance schedules and activities. Repair or replacement under applicable warranty shall be made



## GENERAL TERMS AND CONDITIONS OF SUPPLY OF GOODS AND SERVICES

at no charge for replacement parts, when work is performed during normal working hours (8 a.m. to 5:00 p.m. Monday through Friday, exclusive of holidays), provided Buyer will be responsible for all non-warranty related expenses including but not limited to travel expenses, travel labor, installation & removal costs, etc. and a Purchase Order will be required regardless of the results of the warranty evaluation. Replacement or repaired products will be covered by this Limited Warranty for the remainder of the original product's warranty period as stated above. Buyer is responsible for shipping Products to the designated Supplier service center at Buyer's risk and cost. Supplier may charge Buyer for the cost of shipping Product from Supplier service center back to Buyer if the Product is located in a country in which Supplier does not have a service center. If Buyer requires a more expensive method of freight than Supplier's standard shipping, then the extra cost shall be paid by Buyer. Warranty under this Section does not cover the costs of installation or removal of the Product which shall be at Buyer's cost. Except as expressly warranted above, Services are provided "as is" and Buyer assumes the entire risk as to the results of the Services. Nothing stated in this Section implies that the operation of any serviced Product will be uninterrupted or error-free or that errors will be corrected. Notwithstanding anything to the contrary, any written or oral statements by Supplier, its representatives, or employees constitute warranties of Supplier, unless mutually agreed and signed by both the parties.

The following provisions must be satisfied in respect of all the claims for Goods or Services: (a) gives written notice of the defect, reasonably described, to Supplier within three (3) Business days of the time when Buyer discovers or ought to have discovered the defect; (b) the Goods or any Product must not have been repaired or modified by anyone other than Supplier or at Supplier's direction; (c) furnish Supplier satisfactory proof thereof; (d) return the nonconforming goods or parts to Supplier, properly decontaminated and/or do not contain any residues of harmful substances and must be accompanied by a completed Declaration of Decontamination form, and pay for all expenses incurred in connection with such return; (e) give reasonable opportunity to Supplier to examine the goods; (f) in the case of equipment and related components, spares and parts not of Supplier's own manufacture, unless otherwise required by law, Supplier's responsibility shall be limited to passing on to Buyer the benefit of any guarantee or warranty given to Supplier by the manufacturer of such Goods or part; (g) Buyer has paid the purchase price in full or paid in accordance with agreed payment schedule. The warranty under this clause does not cover the costs of installation or removal of the Goods to be repaired or replaced which shall be at Buyer's cost. If it is determined, after the evaluation, that there has been no breach of warranty, then the Buyer shall be responsible for all repair or replacement charges and the warranty for such paid repairs is 6 months from the date of repair or replacement. Buyer shall be responsible for all non-warranty related expenses including but not limited to all handling, travel expenses, travel labor, installation & removal costs and

a Purchase Order will be required regardless of the results of the warranty evaluation.

THE FOREGOING OBLIGATION TO REPAIR OR REPLACE THE GOODS SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF BUYER OF THE GOODS FOR THE BREACH OF THE FOREGOING WARRANTY. THERE ARE NO OTHER WARRANTIES AND SUPPLIER HEREBY EXPRESSLY DISCLAIMS ALL OTHER EXPRESS, STATUTORY AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**10. SERVICES:** If Buyer requests Supplier to provide services on the Goods, including, without limitation, installation or commissioning, as attached herein as Exhibit A, and such request is accepted in writing by Supplier, Buyer shall pay Supplier's standard charges for all such services, plus reasonable travel and expenses incurred in connection therewith, including, without limitation, permits, licenses, authorizations and approvals required under applicable federal, state, and local laws, regulations, and ordinances to permit the purchase, installation, operation and use of the Goods. All Products and environments (whether at Supplier's or Buyer's or Buyer's customer's premises) must be free from risks to health and safety (save to the extent notified to, and specifically accepted by, Supplier in writing). Supplier may decline, without incurring any liability, to service any Product, or work in any environment in which, in Supplier's opinion, the risks to health and safety are not managed satisfactorily by Buyer. Buyer will permit Supplier prior to commencement of any Services to assess the condition of the Products and the working environment. Supplier shall be under no obligation to service any Product which, in Supplier's reasonable opinion, has been used in a way or for a purpose for which it was not suitable, has not been operated and maintained in accordance with the Supplier's operating manual, is too old or in too poor a condition to be serviced economically or is in any way unsafe. Buyer will provide Supplier with all available operating documentation, drawings, test certificates and maintenance inspection reports relating to any Product. Buyer will indemnify and hold Supplier harmless against any loss, claim or damage suffered by Supplier or its employees, agents or sub-contractors suffered on Buyer's site or Buyer's customer's site except to the extent caused by Supplier's own negligence.

**11. ABANDONED EQUIPMENT:** After the Product(s) has been evaluated, the Buyer has the following options: (i) repair the Product(s) at the Buyer's expense pursuant to the Service Proposal, (ii) return the Product(s) to the Buyer Collect (via the Buyer's preferred carrier, and payment of the evaluation fee), or (iii) destroy and discard the Product(s) (evaluation fee applies). If after 60 days from the date of the Service Proposal, the Buyer has failed to respond to Supplier's attempts to contact them, a "Final Disposition Letter" and "Disposition Notice" shall be sent to the Buyer and serve as Supplier's final notice regarding disposition of the Product(s). If Supplier does not receive a completed "Disposition Notice" from the Buyer within 10 days from the date of the letter, Supplier will be deemed to have elected sub clause (iii) above and to have abandoned the Product(s), and Supplier will

## GENERAL TERMS AND CONDITIONS OF SUPPLY OF GOODS AND SERVICES

destroy or discard the Product(s) without further notice at Supplier's discretion. By the Buyer sending in the Product(s) for evaluation or repair, the Buyer is accepting these Terms and Conditions and no signature is required on the "Disposition Letter" to carry out sub clause (iii) (i.e. destroy and discard). The Buyer hereby knowingly and voluntarily releases Supplier and any other related companies (predecessors or successors), subsidiaries, affiliates, employees, current and former owners, managers, officers, agents, attorneys, and directors (collectively, the "Supplier Parties") from any and all known and unknown claims, suits, demands, causes of action, debts, damages, costs, losses, obligations, judgments, charges, expenses, dues, sums of money, accounts, and controversies whatsoever, known or unknown, contingent or non-contingent, at law or in equity, that Buyer may have against the Supplier Parties arising out of, relating to, or based on the final disposition of the Product(s) in accordance with the terms of the Terms and Conditions.

**12. FIELD WORK:** Additional delays or costs may result from circumstances out of Supplier's control for any field work including, but not limited to:

- Purchaser fails to provide manual labor or equipment, as agreed
- Purchaser requires Supplier employees to have special documentation and/or training
- Purchaser requires Supplier employees to have special safety equipment or clothing
- Purchaser fails to appear at scheduled date and time
- Access to the Product(s) is physically obstructed
- Unsafe environment or circumstances
- Unsafe equipment or Product(s)
- Unreasonable time frames
- Scope of work may be greater than originally discussed

**13. CONFIDENTIALITY:** Both the parties recognizes and acknowledges that they may directly or indirectly furnish certain information regarding their or their affiliates' business operations in order to allow to perform the work, which information parties considers confidential and/or proprietary, and that they may develop or discover information arising from or relating to the work. Any such information furnished by Disclosing party and/or developed or discovered by Receiving parties shall be collectively referred to in this Agreement as the "Confidential Information"; provided, however, that "Confidential Information" shall not include (i) information that is at the time of disclosure, development, or discovery hereunder, or subsequently becomes, within the public knowledge generally through no fault of Receiving party; (ii) information that was known to Receiving party (on a non-confidential basis) as of the time of disclosure, development, or discovery hereunder, independent of anything relating to Disclosing party or its affiliates or to the work; and (iii) information that was obtained lawfully (on a non-confidential basis) from a third party (independent of anything relating to Disclosing party or its affiliates or to the work) that itself obtained the information lawfully and through no fault of Receiving

party, subsequent to the time of disclosure, development, or discovery hereunder. Both the parties, their directors, officers, employees and agents will keep the Confidential Information confidential, and will not disclose all or any part of the Confidential Information to any third party (except as may be compelled by a court or other tribunal, and only then after giving other party reasonable notice and opportunity to object). Either party may disclose Confidential Information only to (i) those of its directors, officers, employees, agents, suppliers, contractors and sub-contractors who reasonably require access to the Confidential Information for purposes of performing the work, and (ii) those members of the Receiving party authorized by Disclosing Party to have access to the Confidential Information; Both the parties shall remain obligated to the other party to ensure that such persons receiving any of the Confidential Information treat it in accordance with the terms of this Agreement. Both the parties agree that the Confidential Information shall not be used by the other party for any purpose other than providing the work. Parties shall limit duplication of Confidential Information to only the number of copies reasonably required for performing the work. Upon receipt of a written request from Disclosing party, Receiving party shall, within 20 days after such request and at Disclosing parties sole option, (i) return, or provide, as the case may be, all originals and copies of the Confidential Information, or (ii) destroy all originals and copies of the Confidential Information and certify in writing to such destruction. Notwithstanding the above, receiving party may retain one copy of the Confidential Information for archival purposes; provided that such copy shall remain subject to this provision for as long as it is retained by Receiving party. Parties duties under this provision shall survive the termination, revocation, or expiration of this Agreement until the information becomes public knowledge for reason other than breach of this Agreement by either party.

**14. INTELLECTUAL PROPERTY RIGHTS:** Buyer acknowledges and agrees that: (a) except to the extent provided in a separate written agreement between Supplier and Buyer, Supplier (or its licensors) will retain all Intellectual Property Rights used to create, embodied in, used in and otherwise relating to the Goods and any of their component parts; (b) any and all Supplier's Intellectual Property Rights are the sole and exclusive property of Supplier or its licensors; (c) Buyer shall not acquire any ownership interest in any of Supplier's Intellectual Property Rights under this Agreement; (d) any goodwill derived from the use by Buyer of Supplier's Intellectual Property Rights inures to the benefit of Supplier or its licensors, as the case may be; (e) if Buyer acquires any Intellectual Property Rights in or relating to any product (including any Good) purchased under this Agreement (including any rights in any Trademarks, derivative works or patent improvements relating thereto), by operation of law, or otherwise, such rights are deemed and are hereby irrevocably assigned to Supplier or its licensors, as the case may be, without further action by either Party; and (f) Buyer shall use Supplier's Intellectual Property Rights only in accordance with this Agreement and any instructions of Supplier.

**15. INDEMNITY:** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY SHALL DEFEND, PROTECT, INDEMNIFY AND HOLD THE OTHER PARTY, ITS

## GENERAL TERMS AND CONDITIONS OF SUPPLY OF GOODS AND SERVICES

PARENT COMPANY, PARTNERS, SUBSIDIARIES AND ANY OTHER RELATED OR AFFILIATED ENTITIES, ITS CUSTOMERS AND USERS OF THE GOODS AND/OR SERVICES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, PARTNERS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, DAMAGES, DEMANDS, LAWSUITS, CAUSES OF ACTION, STRICT LIABILITY CLAIMS, PENALTIES, FINES, ADMINISTRATIVE LAW ACTIONS AND ORDERS, EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES) AND COSTS OF EVERY KIND AND CHARACTER (COLLECTIVELY, "CLAIMS/LIABILITIES"), BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENCE OF THE INDEMNIFYING PARTY. EACH PARTY SHALL AT ITS SOLE COST AND EXPENSE, IMMEDIATELY NOTIFY OTHER PARTY OF THE THIRD PARTY'S CLAIM, INVESTIGATE, HANDLE, RESPOND TO AND PROVIDE DEFENSE FOR ANY CLAIM OR LIABILITY FOR WHICH THE PARTY OWES OR MAY OWE INDEMNITY, PROVIDED THAT THE INDEMNIFIED PARTY SHALL HAVE THE ABSOLUTE RIGHT AND OPPORTUNITY TO PARTICIPATE IN ANY SUCH INVESTIGATION OR DEFENSE OR ELECT TO CONDUCT ANY LITIGATION REGARDING A CLAIM FOR WHICH IT IS INDEMNIFIED THROUGH COUNSEL OF ITS OWN CHOOSING AT ITS SOLE EXPENSE AND COST. BOTH PARTIES OBLIGATIONS UNDER THIS SECTION SHALL SURVIVE THE TERMINATION, REVOCATION OR EXPIRATION OF THIS AGREEMENT.

**16. LIMITATION OF LIABILITY:** The total liability of either party for any loss, damage, or claim, whether in contract, warranty, tort (including negligence and strict liability), or otherwise, arising out of or relating to this Agreement, shall not in any event exceed the price allocable to the Goods or service which gives rise to the loss, damage, or claim. Notwithstanding the foregoing, in no event shall either party be liable under any theory of recovery, including, without limitation, contract, warranty, or tort (including negligence and strict liability) for any indirect, incidental, special or consequential damages, including, without limitation, loss of profits, business, or information; loss of use of the Goods or any associated equipment, even if such party was advised of the possibility of such damages.

**17. TERMINATION:** In addition to any remedies that may be provided under these Terms, Supplier may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

**18. CANCELLATION:** In the event a Buyer cancels a purchase order for any reason after receipt at the Supplier factory and prior to shipment, the following cancellation charges apply:

- Standard (restockable) parts and accessories: 15% of contract value.
- Standard (restockable) pumps: 25% of contract value.
- Engineered pumps and systems:
  - (1) Order entered but engineering not started: 5% of contract value.
  - (2) Engineering and drawings initiated: 10-30% of contract value prorated based upon the degree of completion of engineering and drawings.
  - (3) Order released for manufacture and purchase orders for third party components placed: 35% of contract value plus an additional charge based on cancellation charges incurred by Supplier, and an additional charge prorated based upon the degree of completion of the orders.
  - (4) Manufacturing completed: 100% of contract value.
- Minimum cancellation charge: \$50.

**19. EXPORT CONTROL:** These Terms & Conditions are subject to any restrictions concerning the export of Goods or technical information from the United States or other countries that may be imposed on the Parties from time to time. Each Party agrees that it will not export, directly or indirectly, any technical information acquired from the other Party under this Agreement or any products using such technical information to a location or in a manner that at the time of export requires an export license or other governmental approval, without first obtaining the written consent to do so from the appropriate agency or other governmental entity in accordance with Applicable Law.

**20. GOVERNING LAW:** All matters arising out of or relating to this Agreement is governed by and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to any choice or conflict of law provision or rule. Supplier and Buyer waives, the fullest extent permitted by law, any right it may have to a trial by Jury in respect of any suit, action, claim or proceedings relating to this Agreement.

**21. FORCE MAJEURE:** The Supplier shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Supplier including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of thirty (30) days, Buyer shall be entitled to give notice in writing to Supplier to terminate this Agreement.

**22. COMPLIANCE WITH LAW:** Compliance with Laws. Buyer shall at all times comply with all Laws applicable to this Agreement, Buyer's performance of its obligations hereunder and Buyer's use or sale of the Goods. Without limiting the generality of the foregoing, Buyer shall (a) at its own expense,

## GENERAL TERMS AND CONDITIONS OF SUPPLY OF GOODS AND SERVICES

maintain all certifications, credentials, licenses and permits necessary to conduct its business relating to the purchase, use or resale of the Goods and (b) not engage in any activity or transaction involving the Goods, by way of resale, lease, shipment, use or otherwise, that violates any Law.

**23. ASSIGNMENT:** Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Supplier. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

**24. ENTIRE AGREEMENT; AMENDMENT; WAIVERS:** Neither party shall claim any amendment, modification or release of any provisions hereof unless the same is in writing and such writing: (i) specifically refers to the Order; (ii) specifically identifies the term amended; and (iii) is signed by duly authorized representatives of Supplier and Buyer. No waiver by Buyer and Supplier of a provision or of a particular breach by the other of any obligation, terms, performance, conditions, or the failure of either at any particular time to exercise any of its rights herein provided, or any other course of dealing under the Order shall be deemed a waiver of any continuing or subsequent breach of the same or any other terms, performance, conditions or obligations hereunder.

**25. RELATIONSHIP OF THE PARTIES:** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

**26. NOTICES:** All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

**27. SEVERABILITY:** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**28. SURVIVAL:** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Compliance with Laws, Confidential Information, Governing Law, Intellectual Property Rights and Survival.

**Revised July 20, 2020**

## FIELD SERVICE

### Benefit from Our Vacuum Expertise

➡ Increase Uptime ➡ Optimize ➡ Increase Uptime

#### Start-up / Commissioning

Our Installation and Start-up Service will install and commission your vacuum pumps, systems, blowers and compressors anywhere in the world to a professional standard.



#### Inspections / Audits

Ensure you are getting the most out of your vacuum system with a complimentary 12-point inspection provided by our Certified Field Service Specialists. The inspection focuses on 12 operational points, checking 48 various parameters, followed up with an inspection summary report and recommendations.

#### Service Center Coordination

Busch Field Service Specialists can help coordinate the repair of your vacuum pump at one of our local Service Centers. Contact us today to learn about what transportation services are available in your area.

#### Field Module Replacements

Get your vacuum system up and running quickly. Our Certified Field Service Specialists perform on-site replacement of major module components on qualified pump models. Saving you time and money. Note: Not all modules can be replaced in the field, as special alignment equipment may be required.

#### Planned Maintenance

Get vacuum system maintenance based on your facility needs. Our Certified Field Service Specialists execute maintenance services according to how vacuum runs in your plant, using only genuine OEM parts.

#### Corrective Maintenance

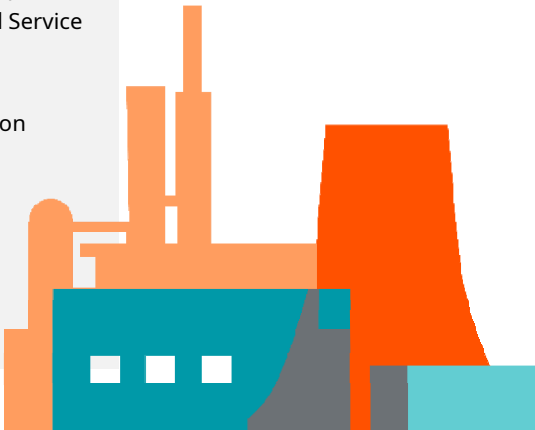
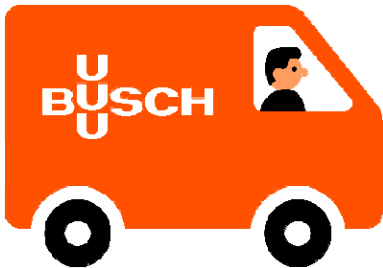
With all rotating equipment, there comes a time when an unplanned operational issue may arise, causing the performance of the pump to degrade or fail. Our Field Service team will come out with genuine Busch parts to help get your equipment back up and running.

#### Start-up / Commissioning

Our Installation and Start-up Service will install and commission your vacuum pumps, systems, blowers and compressors anywhere in the world to a professional standard.

#### Customer Training

Ensure you are getting the most out of your vacuum system with a complimentary 12-point inspection provided by our Certified Field Service Specialists. The inspection focuses on 12 operational points, checking 48 various parameters, followed up with an inspection summary report and recommendations.



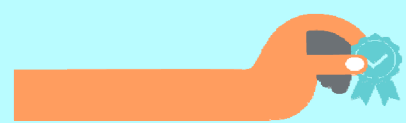
## SERVICE CENTERS

### Support Tailored to Your Needs

➡ Regionally Locatated ➡ Fast ➡ Reliable

#### Certified Used Vacuum Pumps

Busch offers an alternative when looking to invest in a new vacuum pump. Our Certified Used Vacuum Pumps are fully tested and come with our promise of quality. Stock is limited.



#### Exchange Vacuum Pumps

With our Exchange Program, we offer a simple solution saving you time and money. We will take your failed pump and provide you with a 100% Busch Certified Remanufactured Pump, at a competitive price, with a quick turnaround time.

#### Flat Rate Remanufactured

Our Flat Rate Program allows for quick quotation and execution without surprises. Customers get the Peace of Mind knowing their vacuum pumps are remanufactured in accordance to manufacturer specifications, using only genuine OEM Parts.

#### Repair & Return

Busch performs a comprehensive evaluation of your failed vacuum pump, identifying components that are worn beyond our quality standards. Upon your approval, your vacuum pump is repaired and a full quality test performed prior to shipment. You are invoiced for only what is repaired, nothing else.

#### Competitor Repairs

Let Busch be your One Stop Shop for all your Vacuum System needs. Busch understands that customers have a variety of different OEM vacuum pump manufactures at their facility but prefer to use one service provider. Busch can repair a variety of competitor vacuum pumps.

#### Upgrades

Busch offers upgrades and trade-in options on existing equipment, either through module replacements, component add-ons or new equipment purchases.

#### Failure Analysis

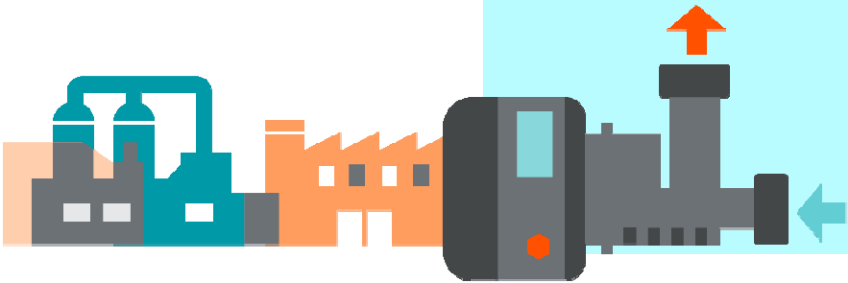
Busch will evaluate your failed equipment for a low fee. This will include a complete evaluation report of the failed equipment, along with a detailed estimate to repair. Evaluation fee is waived if you decide to repair or buy a new vacuum pump.

#### Extended Warranty

Extended Warranty options are available for most products. Contact Busch today to learn more.

#### Scrap & Dispose

Busch will dispose of your equipment that is beyond repair for a flat fee.



#### Virginia, USA Headquarters

516 Viking Drive  
Virginia Beach, VA 23452

#### Illinois

373 Joseph Drive  
South Elgin, IL 60177

#### New Jersey

39 Davis Street  
South Plainfield, NJ 07080

#### Puerto Rico

420 E Street, Suite 4  
Bayamon, PR 00959-1901

#### Texas

1901 S. Starpoint Drive  
Houston, TX 77032



November 17, 2020

Dear Valued Customer,

At Busch, we focus on delivering the highest quality vacuum solutions to solve your unique vacuum needs. In order to continue delivering value to you, we must respond to increasing costs and demands in the North American and World markets, including raw materials and shipping, which have continued through this volatile year.

**Effective January 1, 2021:**

**We are implementing a price increase of 2.3% on current Busch LLC list and net prices. This increase will apply to all Busch products.**

It is our intent to provide you with the best service, quality, and competitive pricing.

If you have any questions, comments, or concerns, please contact us at: 1-800-USA-PUMP.

Thank you for your continued business.

Sincerely,

Busch LLC