

RESOLUTION 25-130

**A RESOLUTION TO AUTHORIZE THE SOLE SOURCE PURCHASE OF
DENORA CONCRETE WEIR BLOCKS FOR THE WASTEWATER
TREATMENT PLANT FILTERS**

WHEREAS, the City of Spring purchased DeNora Tetra filters for the Wastewater Treatment Facility in 2012; and

WHEREAS, evaluations of the filter weir system has determined the weirs have exceeded their useful life; and

WHEREAS, city staff budgeted funds in line 410-52210-52621 in the amount of \$28,800.00 for fiscal year 2024/2025 budget for repairs and maintenance of machinery and equipment; and

WHEREAS, the city staff recommends approval of the sole source purchase of the concrete weirs at a cost of \$28,800.00 as presented by Bar Environmental; and

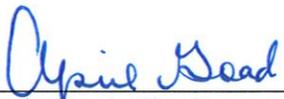
NOW, THEREFORE, BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen authorizes the purchase of Concrete Weirs at a cost of \$28,800.00 from Bar Environmental.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 19th day of May 2025.



Matt Fitterer, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patriek Carter, City Attorney



REQUEST: *Approval of Resolution 25-130*
SUBMITTED BY: Jessica Weaver, Utility Director
DATE: May 19th, 2025
RE: To approve purchase of DeNora Concrete Weir Blocks

ATTACHMENTS: Quote and Sole Source Letter

PURPOSE:

To approve Resolution 25-130 to approve purchase of replacement concrete weir blocks for the wastewater treatment facility.

BACKGROUND:

The City of Spring Hill purchased DeNora tetra filters for the wastewater treatment facility in 2012. The concrete weirs have been in service since installation and have degraded to a point they are no longer functioning as designed. The replacement cost of these weirs is covered by budgeted funds in this years' repairs and maintenance budget. These weirs are expected to serve the filters for approximately 10-12 years.

FINANCIAL IMPACT:

This will be funded from budgeted funds from line 410-52210-52621 at a cost not to exceed \$28,800.00.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 25-130 to approve the purchase of the concrete weir blocks for the filters.



Spring Hill Tennessee WWTP

3893 Mahlon Moore Rd.
Spring Hill, TN 37174

PROPOSAL FOR THE SUPPLY OF Concrete Weir Blocks

This proposal contains proprietary or confidential information of De Nora Water Technologies, Inc. (DNWT) regarding patent protected proprietary technologies and their implementation in the field, recommended uses and costs. Any such proprietary or confidential information disclosed herein is provided at buyer's request and solely for the purpose of enabling buyer to evaluate this proposal.

In receiving and reading this proposal, buyer agrees that it will not reveal or otherwise distribute its contents to any third party without DNWT's prior written consent. The foregoing limitation shall not preclude buyer from disclosing the contents of this proposal to its employees, on a need to know basis, who have the responsibility to evaluate and/or implement the program set forth in this proposal. This proposal shall at all times remain the exclusive property of DNWT until accepted by the party to which it was tendered.

DNWT Proposal P-160310

05 May 2025

our research - your future



1.0 INTRODUCTION

De Nora Water Technologies, Inc. (DNWT) is pleased to offer Spring Hill Tennessee WWTP this proposal for the supply of Concrete Weir Blocks with Galvanized Clip Plates for the four (4) 9'-6" x 46'-8" Filters; Original Project# 22503.

2.0 SCOPE OF WORK

- (88) Weir Block Concrete 4' Long
- (8) Weir Block Concrete 2' Long
- (192) Galvanized Clips, & Bolts
- (190) Flat Washer
- (190) Hex Nuts

3.0 PRICE AND PAYMENT SCHEDULE

DNWT will supply the materials described herein for a lump sum pricing of **\$28,800.00**. Freight costs are included but any applicable taxes are extra. Pricing and acceptance of this proposal is valid for (30) thirty days, and provided that shipment is executed within three (3) months after purchase order.

4.0 ACCEPTANCE OF PROPOSAL P-160310

Acceptance of this proposal is based on the incorporation of any referenced documents and attached Standard Terms and Conditions of Sale are incorporated herein and are agreed to be a material part of this Agreement.

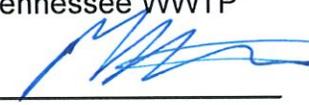
AGREED BY:
De Nora Water Technologies, Inc.

(Name)

(Title)

(Date)

AGREED BY:
Spring Hill Tennessee WWTP



Matt Fitterer

(Name)

Mayor

(Title)

May 19, 2025
(Date)

DE NORA WATER TECHNOLOGIES LLC
 DE NORA MARINE TECHNOLOGIES, LLC
 DE NORA TECH, LLC DE NORA NEPTUNE, LLC
 DE NORA WATER TECHNOLOGIES, LLC (SINGAPORE BRANCH)

GENERAL TERMS AND CONDITIONS OF SALE

1. APPLICABLE TERMS

The sale of products, goods, or components (the "Product(s)) and/or the provision of services ("Services") by any one of the De Nora legal entities listed above (in each case, "Seller") to the party from whom Seller is selling the Products or Services ("Purchaser", and with Seller, each a "Party" and collectively the "Parties") is limited to and made expressly conditional on Purchaser's acceptance of these General Terms and Conditions of Sale (these "General Conditions") which, along with any and all associated purchase orders, quotations, proposals, special conditions or other contract documents (including any expressly incorporated specifications or drawings) ("Seller's Documentation" and, collectively with these General Conditions, the "Contract"). These General Conditions shall control over any inconsistent or additional terms or conditions proposed or issued by Purchaser or Seller, including any additional or different terms contained in any purchase order, acknowledgement, proposal or other communication, written or otherwise, unless specifically agreed to in writing by both Parties. These General Conditions shall not be varied and no conditions contained in any quotations, letters, advice notes, invoices or other communications issued by Seller or Purchaser shall annul or vary them, unless expressly agreed by both Parties in writing. Purchaser's acceptance of delivery or the full or partial payment of the purchase price hereunder shall constitute Purchaser's express and unconditional acceptance of all the General Conditions, notwithstanding any other inconsistent terms, documents, prior dealings, or usage of trade.

2. PRICES AND PAYMENT TERMS

Purchaser shall pay the full purchase price as set forth in Seller's Documentation without any deduction by way of set-off, counterclaim, discount or otherwise in strict accordance with Seller's Documentation. All prices and payments shall be in U.S. currency unless otherwise expressly noted in Seller's Documentation. Unless specifically noted otherwise in Seller's Documentation, prices are exclusive of any and all sales, use, excise, ad valorem, property or other taxes, duties or levies of any kind due or applicable to this transaction. Purchaser shall pay directly or reimburse Seller immediately upon demand for any and all such taxes. Payment terms are net 30 calendar days from date of invoice.

Where payment is made by letter of credit (to the extent permitted by Seller's Documentation), the applicable instructions as communicated in writing by Seller to Purchaser shall determine the terms of payment thereunder. Where payment on credit terms is expressly approved, payment terms are net thirty (30) calendar days from date of invoice. Any payments delayed beyond thirty (30) days from the specified due date shall be subject to interest on the unpaid balance at the rate of [one and one-half (1-1/2%) percent] per month or the maximum rate permitted by applicable law, whichever is less. If advances, progress payments, or milestone payments are included in the Seller's Documentation, such payments shall be required to be made in strict accordance with the Seller's Documentation. Seller reserves the right, among other remedies, to suspend further deliveries in the event Purchaser fails to pay for any one shipment when payment becomes due. All Contracts are subject to credit approval. Should Purchaser's financial condition become unsatisfactory or insecure, in Seller's discretion, Seller shall have the right, at its option, to require from Purchaser payment in advance, cash payment upon delivery, or satisfactory security.

If Purchaser is required by applicable law to withhold any amounts paid or payable to Seller for tax purposes, (a) the amount paid or payable shall be increased by the amount that it would have received had not taxes been withheld and (b) Purchaser shall forward proof of such legally required withholding to Seller as soon as reasonably practicable. Purchaser hereby irrevocably grants Seller a security interest in the Products until such time as Purchaser makes full payment of the purchase price. Purchaser agrees, if requested, to execute a financing statement or such other documentation as may be necessary or advisable to perfect and maintain such security interest including the execution and delivery to Seller of a UCC-1 financing statement.

3. DELIVERY AND RISK OF LOSS

Delivery dates set forth in Seller's Documentation are approximate and Seller will make commercially reasonable efforts to meet same. Timely delivery is subject to prompt and timely receipt from Purchaser of accurate and complete technical and shipping information. Seller reserves the right to make partial shipments, invoices for which shall be due and payable in accordance with the payment terms specified above. Where payment is due in advance or by letter of credit, timely delivery is further subject to timely receipt of such payment or issuance of such letter of credit. All shipping and handling costs are to be paid by Purchaser. Purchaser is liable for compliance with all laws and regulations governing the unloading, storage, importation, handling and use of all Products.

Whether or not installation Services are performed by Seller, title and risk of loss shall pass to Purchaser in accordance with the stated shipping terms under Incoterms 2010. Unless otherwise agreed and specified in Seller's Documentation, shipping terms are Ex Works Seller's facility. Seller will notify Purchaser when Products are available for shipment. Purchaser must provide Seller with specific written instructions as to Purchaser's preferred method of shipment or common carrier. If Purchaser does not arrange for a freight carrier or freight forwarder to collect the Products within seven (7) calendar days following notification that the Products are available, Seller may, at its own discretion and at Purchaser's cost, arrange for Products to be collected by a freight carrier or freight forwarder for shipment to Purchaser. Alternatively, Seller may choose to store the Products and may charge Purchaser all incurred storage and handling expenses and fees.

In the event Purchaser requests a postponement of delivery beyond the date specified in Seller's Documentation, Seller may invoice the Purchaser and title and risk of loss shall pass to Purchaser at such time as Products are made available for shipment but in no event earlier than the delivery date specified in Seller's Documentation. If delivery is postponed by Purchaser, Seller shall endeavor but shall not have the obligation to either store the Products or secure a storage location at Purchaser's expense and based upon General Conditions mutually agreed by the Parties in writing.

Prior to installation, Products must be stored by Purchaser in accordance with the storage instructions that may be a part of Seller's instructions or other documentation for Product installation, maintenance, and care. In the absence of specific instructions in the Seller's Documentation, Products must be stored prior to their installation in an enclosed space affording protection from weather, dust and physical damage and providing appropriate temperature, humidity and ventilation conditions to prevent deterioration. Purchaser's failure to follow Seller's storage instructions may cause damage to the Products and will void the warranties provided hereunder. Seller shall have the right to inspect Products stored by Purchaser prior to installation. If Products are stored by Purchaser for a period of 60 days or more, Purchaser shall reimburse Seller for all reasonable costs of such inspection.

4. PERMITS, REGISTRATIONS AND LAWS

Purchaser is responsible for obtaining and maintain all permits and registrations and for compliance with local laws concerning permitting, registration, installation and use of the Products or the provision of Services. Purchaser shall indemnify and hold harmless Seller from any and all costs, damages, fines and penalties resulting from Purchaser's failure to comply with any and all applicable laws, permits and regulations. Purchaser shall strictly comply with and refrain from exporting or re-exporting the Products in violation of all applicable laws, rules, and regulations affecting Seller regarding trade restrictions, import-export compliance, money laundering, anti-bribery protections, and embargoes, as such laws, rules, and regulations may be amended from time to time. Unless otherwise agreed according to the specified Incoterms governing shipment of the Products, Seller shall have no obligation or liability for export clearance, customs clearance or import duties of any kind. Purchaser shall provide to Seller any and all documentation requested by Seller to evidence Purchaser's compliance with such applicable import-export laws and regulations.

Seller may provide reimbursement to Purchaser or Purchaser's representative, either directly or indirectly through intermediaries, for their reasonable and bona fide travel and lodging expenses in connection with Purchaser's purchase of Products or Services hereunder. Any such reimbursement is NOT a payment, gift, offer or promise of anything of value, but is rather provided to Purchaser for the sole purpose of reimbursing Purchaser's reasonable travel and lodging expenses related to the promotion, demonstration or explanation of the Products or Services being offered by Seller to Purchaser.

Purchaser warrants and undertakes to Seller that in connection with this Contract and the performance thereof, it shall comply with:

- i. all applicable laws rules and regulation enacted to combat bribery and corruption (including but not limited to U.S. Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act 2010 and the Italian Legislative Decree 231/2001) and shall not directly or indirectly pay, offer, promise or give anything (including service) of value to any party, including an employee or official of a government, government controlled enterprise or company, or political party, while being aware of or having a belief that such money or item of value will be passed to influence any act or decision by such person or by any government body for the purpose of obtaining undue advantages to the Seller or to or any other person or entity related to this Contract;
- ii. the Code of Ethics as adopted from time to time by the Seller and available for consultation by the Purchaser on the Seller's website at [Codice Etico | De Nora](#).

The Seller shall have the right to terminate this Contract forthwith upon written notice to the Purchaser at any time if in the Seller's reasonable judgment, the Purchaser is in material breach of any of the above representations or undertakings.

The Purchaser acknowledges and agrees that the Seller, as part of Industrie De Nora Group incorporated in Italy, is required to comply with laws and regulations relating to trade control and international economic sanctions, including but not limited to restrictive measures or prohibitions under applicable European Union (EU), United Nations (UN), United States of America (USA) (collectively, the "Measures"). The Purchaser represents and warrants that (i) it is not included in any list of natural or legal persons, entities or bodies subject to any Measures, nor owned or controlled by any such person or entity (a "Designated Party") (ii) it shall comply with all Measures applicable to Seller and/or Purchaser and/or the Products and to such effect shall take all the necessary steps to ensure full compliance thereof and (iii) it shall not export, resell, transfer or otherwise make available, directly or indirectly (including without limitation through shippers or forwarders), any Product to any Designated Party.

The Seller shall notify the Purchaser if any Products deliverable by Seller are restricted by any Measure. Seller shall not be liable to Purchaser for any failure or delay in performance of the Contract, if such failure or delay is caused by any of the Measures. Should any Measures be issued at any time preventing Seller from performing this Contract or which, in the reasonable judgment of Seller, represent a risk of liability under the Measures then Seller shall be entitled to terminate with immediate effect the Contract with no liability to Purchaser on written notice to Purchaser. The Purchaser shall indemnify and hold harmless Seller from any liability, damage or detrimental consequence that may arise from any violation of any of the Measures and undertakes to transfer such provisions to its possible customers. Purchaser shall provide to Seller any documentation, including without limitation a duly stamped and signed end user certificate as requested by Seller in a form satisfactory to Seller, to evidence Purchaser's compliance with any applicable import-export laws and/or Measures. Seller shall have the right to terminate the Contract forthwith in the case of Purchaser's failure to comply with its undertakings or on violation or likely violation of the representation and warranties herein provided by Purchaser.

If the Seller's performance is prevented or made unreasonably difficult or commercially uneconomic by the occurrence of one of the following events (each an "Excusing Event"):

- a) any change in the Measures, including, but not limited to, the adoption of export control laws and regulations or international economic sanctions of any kind which, in the reasonable judgment of Seller, represent a risk of liability under the Measures that may impact Seller's obligations;
- b) any amendment, extension or revision, or any change in the interpretation

or in the application, by any court or regulatory authority with competent jurisdiction, of any Measures existing at the time of execution of this Contract;

- c) failure to obtain any authorization, permit or license necessary for the efficacy or execution of the sale of the Products and /or Services by any competent authority;
- d) any other event, whether or not similar to the ones specified above, outside the control of Seller, which would prevent the execution of the sale on the agreed terms, because of Measures.

The Seller shall then notify the Purchaser in writing of an Excusing Event and consult with the Purchaser in good faith on useful or necessary steps to be taken to ensure the regular execution of the Contract. The fulfillment of the parties' respective obligations will be suspended during a consultation period of 90 days ("Consultation Period") from the date of the notification of the Excusing Event. If, after the Consultation Period Seller's obligations cannot be further executed because they have become impossible or unlawful under the applicable law, Seller shall be entitled to terminate the Contract without any right of Purchaser to obtain compensation or any other similar relief. In case Seller's obligations are not impossible or unlawful per se, but they have become more difficult or uneconomic or expose Seller to risks of liability under the Measures, the execution of the sale shall be suspended from the date of the notification of the Excusing Event until the Excusing Event terminates. In this last case, Seller and Purchaser shall each have an obligation to mitigate the prejudice suffered as a result of such suspension. If such suspension lasts for more than 200 days in aggregate, either party shall be entitled to terminate the Contract without any compensation or any other relief to the other party.

To the extent applicable to the Products and / or Services and Purchaser in the context of the Contract in question, the Purchaser covenants, represents and warrants that the Products which are restricted pursuant to Art. 12g of Regulation (EU) no. 833/2014 and Art. 8g of Regulation (EU) 765/2006 ("Restricted Products"), supplied by Seller will not be sold, supplied, transferred or exported, directly or indirectly (including via representatives, agents, distributors or any third parties), to any natural or legal person, entity or body in the Russian Federation or in Belarus and/or re-exported or transferred for intended use in the territory of the Russian Federation or in Belarus. The Purchaser covenants to ensure that a similar provision is inserted in all its contracts with third parties having as their object the Restricted Products and undertakes to promptly notify Seller of all such contracts as well as all breaches of the above covenants, representations, and warranties. The Purchaser acknowledges that the Seller is obliged to notify the competent authorities of any breach of the above covenants, representations, and warranties. In case of breach by the Purchaser at any time of the provisions under this article, the Seller shall be entitled to terminate the Contract executed between the Seller and the Purchaser forthwith by written notice, without prejudice to its right to immediately receive payment of the purchase price for the following items: (i) Products or Services which have been supplied and/or performed, as the case may be, or are in process at the date of termination; (ii) the portion of the purchase price for all components or products specially ordered or assembled; (iii) the amount of any reasonably unavoidable bona fide cancellation charges payable by Seller to sub-suppliers without prejudice to the right of the Seller to claim any damages. The Purchaser shall indemnify and hold harmless the Seller against any liability, losses, damages (including reputational damages) or costs (including any reasonable and documented legal costs) incurred or suffered by Seller as a result of any such breach.

5. PRODUCT ACCEPTANCE

Except for Products that are not assembled at Seller's facility, Purchaser has the right to inspect Products at Seller's facility prior to shipment provided that advance written arrangements are made by Purchaser and are confirmed in writing by Seller. Any and all costs associated with inspection and testing requested by Purchaser at Seller's facility will be paid solely by Purchaser. Purchaser shall inspect the Products within a reasonable period of time following receipt at the point of destination and prior to conducting any Acceptance Test (as defined below) to determine if the Products are damaged, incomplete or do not otherwise conform to Purchaser's express specifications. If Purchaser receives Products with visible or suspected damage or loss, including damages to the packaging, with discrepancies in specification, or with discrepancies in quantities, Purchaser shall make relevant notes in receiving documents and notify Seller in writing immediately (no more than three (3) days unless expressly authorized by Seller). Such notice shall be reasonably detailed and shall specify the damage or discrepancy. Purchaser's failure to inspect the Products and/or give written notice to Seller of any alleged defects or non-conformity within a reasonable period of time after receipt at the point of destination shall waive Purchaser's right to reject the Products and return them to Seller for credit and Purchaser's sole remedy for non-conforming or defective Products shall be warranty claims made in accordance with Article 8 herein.

For purposes of this Article 5, "reasonable period of time" means a period of time that is not immoderate or excessive, in accordance with prevailing industry standards at the time of delay.

If Seller's Documentation expressly provides that the Products are subject to specific acceptance testing (the "Acceptance Test") in order to verify Product performance in accordance with specifications set forth in Seller's Documentation, the Products shall be deemed fully accepted when they have satisfied the requirements of the Acceptance Test. Purchaser's remedy for Products that have failed an Acceptance Test or are within the warranty period shall be limited, at Seller's sole discretion, to the repair or replacement of such Products.

Notwithstanding any right conferred upon the Purchaser to inspect or test the Products prior to acceptance, any use, repair, modification, or alteration of the Products by Purchaser, its agents, employees or licensees, for any purpose after delivery thereof, shall constitute Purchaser's irrevocable and unconditional acceptance of the Products. Accordingly, in the event of any discovery by Purchaser of a non-conformity or defect following such acceptance of the Products, Purchaser's sole recourse is a warranty claim pursuant to the warranty provisions stated in Article 8 herein.

6. INSTALLATION AND/OR START UP SERVICES

If Seller's Documentation includes the provision of Services (including installation supervision, on-site assembly, or start-up services), Purchaser will confirm to Seller at least two (2) weeks (or such shorter term set forth in Seller's Documentation) prior to the

date Seller's personnel will be required on site to perform such Services that Purchaser has fully completed all work necessary for such Services in accordance with Seller's Documentation. In the event that the completion of such Services is delayed for any reason not the fault of Seller, Purchaser shall pay for any additional costs resulting from the delay. Seller shall not be responsible for the means and methods selected for such Services, or for the manner in which such Services are performed, including the efficiency, adequacy and safety of same. Seller makes no warranty, express or implied, with respect to such Services, except that the Seller shall be responsible for any claims or damages resulting from its own negligence.

7. SUSPENSION AND CANCELLATION

Unless expressly provided for in Seller's Documentation, Purchaser shall have no right to suspend, cancel, or partially cancel a Contract. If the Seller's Documentation expressly grants to Purchaser the right to unilaterally suspend Seller's performance, Seller shall be provided with not less than ten (10) business days prior written notice of such suspension. Thereafter, Seller shall resume performance as soon as commercially reasonable following written notice from Purchaser to resume work. In the event of such suspension, Seller shall be entitled to reimbursement for all additional costs reasonably incurred by Seller in carrying out the suspension, to be paid within 30 days Seller's invoice for such costs.

If the Seller's Documentation expressly grants to Purchaser the right to unilaterally fully or partially cancel a Contract, then in the case of such cancellation or partial cancellation, Purchaser shall within thirty (30) days of any such full or partial cancellation pay Seller: (i) the purchase price for those Products or Services which have been performed / delivered or are in process in accordance with the Contract at the date of cancellation; (ii) the purchase price for all components or Products specially ordered or assembled but not yet delivered; (iii) the amount of any reasonably unavoidable bona fide cancellation charges payable by the Seller to sub-suppliers and (iv) any other reasonable costs incurred by Seller as a result of such cancellation including, if applicable, an appropriate restocking fee.

8. LIMITED WARRANTY

Seller warrants Products of its manufacture and Services performed to be free from material defects in workmanship and materials for a period of 12 months after first startup, performance, or installation (whichever is earlier), or 18 months after shipment, whichever occurs first, provided that the Products are operated strictly under normal use and service as defined in the standard Seller documentation supplied with or applicable to the Products (the "Product Documentation"). This Limited Warranty applies only to the original Purchaser or authorized end-user for new and unused equipment and not to spare parts, any re-sold or otherwise transferred equipment, or any unauthorized repairs or refurbished equipment, and is contingent upon the original Purchaser not being in default of any payment or other obligation to Seller of any kind or type. This Limited Warranty may be transferred ONLY with the express written permission of Seller. Only Seller's authorized representatives are authorized to conduct warranty-related repairs and any attempted or executed repair or replacement conducted by any party other than a Seller-authorized representative will immediately and irrevocably void any and all warranties related to the applicable Products, including any components or attachments thereon.

Where Products sold hereunder are used with any attachments and/or modifications or is used in any manner or for any purpose which have not been expressly approved by Seller in writing, such use shall not be considered normal and this Warranty shall be immediately and irrevocably void and of no effect.

Seller's liability pursuant to this warranty and for any and all defects related to any and all Products subject to this Limited Warranty is limited to the replacement or repair (at Seller's sole and exclusive discretion) of materially defective parts returned freight prepaid by Buyer to a location to be specified by Seller or repaired or replaced on site by a Seller-authorized representative (provided, however, that all labor and expenses for access to, removal, disassembly, and reinstallation of warranty parts, which shall be at the sole cost and responsibility of the warranty claimant). Repaired parts shall be returned to BUYER F.O.B. shipping point.

When circumstances permit and with no further obligation or duty of Seller, Seller may invoke for the benefit of the Buyer, any Guarantee or Warranty of Seller's vendor for equipment or materials furnished by, but not manufactured by Seller, provided, however, that Seller is not responsible for and makes no representations or guarantees as to the applicability, enforceability, or performance of any such third-party warranty.

This Warranty does not extend to, and Seller assumes no liability for, consequential and/or secondary damages, or loss of any kind sustained directly or indirectly as a result of a defect in any equipment, material or installation. Seller shall in no event be liable in an amount exceeding the purchase price on any equipment and transportation charges thereon.

This Limited Warranty will be voided if the Buyer or end user of Seller-manufactured Products fails to perform the maintenance and/or operational procedures described in the Product Documentation. All relevant maintenance logs/records must be maintained and copies made available to Seller for review upon request for any warranty claim. This Limited Warranty further does not cover, and will be of no effect in relation to any damages caused, in whole or in part by: (i) "Acts of God" or unavoidable natural disasters including but not limited to floods, storms, lightning, power outages, weather, earthquakes, etc.; (ii) theft, vandalism, or other damaging acts, whether or not intentional or negligent; (iii) abuse, misuse, or neglect, whether or not intentional or negligent; (iv) failures or repairs resulting from the failure (whether or not intentional or negligent) to perform preventative maintenance and/or operational procedures in strict accordance with the Documentation; (v) damages or defects in any Seller product or component, which were caused by initial start-up, repairs or attempted repairs, improvements or attempted improvements, or any other alterations of any kind performed by anyone other than a Seller-authorized service provider; (vi) normal wear and tear or depreciation; (vii) abuse by abnormal system conditions including but not limited to temperature, chemical, or debris, or other conditions in excess of those expressly stated in the Documentation; (viii) goods that have not been properly stored by Buyer, end-user, or their representatives prior to installation and start-up in strict compliance with the storage conditions stated in the Documentation; or (ix) equipment/programming which has been revised, or altered, improved, modified, repaired, or otherwise changed in any way by anyone other than a Seller-authorized

service provider.

SELLER MAKES NO WARRANTIES REGARDING EQUIPMENT MANUFACTURED BY IT OR OTHERS (INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO MERCHANTABILITY AND FITNESS FOR A PURPOSE), EITHER EXPRESSED OR IMPLIED, EXCEPT AS PROVIDED HEREIN. IT IS THE BUYER'S SOLE RESPONSIBILITY TO DETERMINE SUITABILITY FOR BUYER'S OWN USE OF ANY PRODUCTS OR SERVICES.

THE WARRANTIES SET FORTH HEREIN, IF ANY, ARE MADE EXPRESSLY IN LIEU OF OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, EVEN IF THAT PURPOSE IS KNOWN TO SELLER, IS HEREBY EXPRESSLY EXCLUDED.

SELLER'S LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY FAILURE BY SELLER TO SUPPLY PRODUCTS THAT MEET THE FOREGOING WARRANTY IS EXPRESSLY LIMITED TO, AT SELLER'S SOLE OPTION, THE REPAIR OR REPLACEMENT OF THE NON-CONFORMING PRODUCTS.

9. INDEMNIFICATION

Purchaser and Seller shall each defend, indemnify and hold the other harmless from and on account of all bodily injury and property damage claims asserted by third parties as a result of the other's negligent acts or omissions. To the extent that both Purchaser and Seller are determined by a finder of fact to be negligent and the negligence of both is a proximate cause of a claim by a third party against either Purchaser or Seller, then in such event, Purchaser and Seller shall each be responsible for a portion of the liability, including costs and expenses, attributable to its comparative share of the total negligence.

Seller agrees to indemnify and hold harmless Purchaser against any third-party claim alleging that the Products infringe upon a valid and enforceable United States patent, provided Purchaser gives Seller written notice immediately when such claim is asserted, directly or indirectly. Notwithstanding the foregoing, Seller shall have no liability to Purchaser if any patent infringement or claim thereof is based upon or arises out of:

- a) compliance with designs, plans or specifications furnished by or on behalf of Purchaser;
- b) use of the Products in a manner for which the Products were neither designed nor contemplated; or
- c) the claimed infringement of any patent in which the Purchaser or any affiliate or subsidiary of Purchaser has any direct or indirect interest by license or otherwise.

10. LIMITATION OF LIABILITY

Seller's total aggregate liability to Purchaser with respect to any cause of action or claim hereunder including, without limitation, any indemnities hereunder, shall not exceed 10% of the purchase price payable pursuant to the Contract. In no event shall Seller be liable, either directly or as indemnitor of Purchaser, for any special, punitive, indirect or consequential damages, damages for loss of use, loss of income, loss of profit, or any other indirect damages of any kind or type. Notwithstanding the above, this limitation of liability shall not apply to claims arising from Seller's gross negligence or willful misconduct. All of Purchaser's claims or actions of any description whatsoever against the Seller shall be brought not later than one (1) year after the occurrence of the event upon which each such claim or action is based.

11. FORCE MAJEURE; DELAY EVENTS; PRICE CHANGES

Force Majeure shall mean any act, event or condition that is beyond Seller's reasonable control, that materially and adversely affects Seller's ability to perform its obligations hereunder, and that is not the result of Seller's willful neglect, error, omission or failure to exercise reasonable due diligence. For the avoidance of doubt, delays caused by or related to shortages or unavailability of raw materials or component parts to be supplied by Seller or Seller's sub-suppliers, supported by relevant documentary evidence, shall be considered a Force Majeure event.

Seller shall not be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. If Seller is unable to perform any of its obligations hereunder as a result of a Force Majeure event, Seller shall be required to resume performance upon termination of the event and shall have reasonable additional time for performance.

In addition, to the extent that a Force Majeure event materially increases Seller's cost of performance hereunder, Seller shall be entitled to an equitable contribution from Purchaser towards such additional costs of performance, excluding any costs that are covered by Seller's insurance.

Each party shall exercise reasonable efforts to resolve any impediment, however, neither Party shall be obligated to incur additional costs of more than 5% of the order value. The party affected should give notice to the other party as soon as practicable of the prevention, restriction, hindrance, delay, or interference with its performance.

Notwithstanding any other provision of these Terms or the Seller's Documentation, notwithstanding expressly stated in the Seller's Documentation, if, at any time during the course of Seller's performance of the sale of the Products or Services, there is an unforeseen and material increase in the price or supply chain of raw materials, materials, labor, or other costs of Seller associated with the Products or Services, Seller shall have the right to reasonably adjust the prices or delivery dates or terms set forth in the Seller's Documentation upon written notice to the Purchaser setting forth the amount of such price adjustment or change in delivery terms and reasonably setting forth the cost changes associated therewith.

12. DEFAULT AND TERMINATION

The substantial failure of either Party to comply with the terms herein shall constitute default hereunder. Upon default by one Party, the other non-defaulting Party shall provide written notice clearly specifying the nature of the default. The defaulting Party shall have thirty (30) days to cure the default. If the default is capable of being cured within thirty (30) days and is not cured within thirty (30) days, this Contract may be terminated. In the case of default that cannot be cured within thirty (30) days, this

Contract shall not be terminated so long as the defaulting Party has given written notice of extension to the other Party and the defaulting Party has commenced and is diligently pursuing a cure.

For purposes of this Contract, the failure of Purchaser to pay Seller in accordance with the payment terms hereunder shall be considered a substantial default for which no cure period beyond thirty (30) days shall be allowed. In the event of the Purchaser's default, Seller may, in addition to the right to terminate set forth in this paragraph, elect to suspend work until the default has been cured.

In the event of any full or partial termination of this Contract by Seller in case of Purchaser's default, Seller shall be paid the portion of the purchase price attributable to Products delivered and Services rendered (including components or Products specifically manufactured/assembled or special ordered for the Purchaser that have yet to be supplied) through the date of termination, as well as for any additional damages which have been incurred by Seller in consequence of the default of Purchaser.

No delay or omission on the part of the Seller in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy on any future occasion.

13. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

All devices, equipment, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller in connection with the Products sold hereunder shall remain Seller's exclusive property. Purchaser shall not disclose any such material to third parties without Seller's prior written consent. Purchaser will not undertake any analyses or "reverse engineering" of the products for the purpose of designing, developing or manufacturing by the Purchaser or by any third party of products that compete with the Product(s).

Seller will retain sole ownership of all discoveries, improvements, inventions, patents, trademarks, copyrights, know-how, trade secrets, or other intellectual property rights associated in any way with the Products. The Parties specifically agree that all improvements, inventions, discoveries and copyright in works of authorship, including those in formative stages, made by either Party hereto (either alone or jointly with others) improving upon or related to the Products shall from the time of conception or, in the case of works of authorship, from the time of creation, be the property of Seller.

Except for the marking of Products as required by applicable law or as requested by Seller, Purchaser shall not use Seller's name, logo, trademarks, trade names, or other intellectual property in any manner, including product literature, advertisements, or marketing materials without the express written permission of Seller.

In entering into this Contract, Purchaser expressly grants to Seller a fully-paid up, royalty-free, non-exclusive, perpetual license to use Purchaser's name, trade dress, and logo for the exclusive and limited purpose of identifying Purchaser (and the name or generalized description of Purchaser's project as a customer of Seller on Seller's website and other marketing materials and for the issuance of press releases or other marketing materials related to the Purchaser or this Contract. Further, by entering into this Contract, Purchaser agrees to, as commercially feasible, to receive reference requests related to the Seller and to coordinate with the Seller following the completion of this Contract on a case study or other post-contract analysis as reasonably requested by Seller.

Purchaser agrees not to disclose to any third party any information that is confidential, proprietary or otherwise not generally available to the public (the "Confidential Information") confidential information or Intellectual Property Rights on the Product(s) or Service(s) received from Seller and not to take any steps which might affect the publication thereof. Without limitation to the generality of the foregoing, Purchaser agrees that any information regarding the Product(s) and/or the Service(s) and its components, assembly, geometry, or operation, shall not be disclosed to any third party. Purchaser will treat any information connected with the Product(s) and/or the Service(s) as Seller's trade secrets. The foregoing obligations of confidentiality shall not apply to those portions of the information which: (a) are or become generally publicly available through no act or failure to act by Purchaser; (b) have been disclosed with the written consent of Seller; (c) are subsequently disclosed to Purchaser by a third party having the right to disclose such information, provided that such information have not been illicitly obtained by any third party in violation of the right of Seller; (d) are requested to be disclosed to any governmental authority or agency, court or public entity and any other lawful authority (including any stock exchange) but only to the extent required to comply with the request of such authority or other entity; (e) are requested to be disclosed pursuant to any rules, laws, statutes or regulations to which Purchaser is subjected from time to time but only to the extent required by such law, statute or regulation. If regarding information under (d) and (e), Purchaser shall promptly notify the Seller of such disclosure. The secrecy obligations set forth hereunder shall remain in force for a period of five (5) years after completion or earlier termination of the Contract.

Without prejudice to the above paragraph, either Party may disclose any Confidential Information received from the other party as required by law or regulation, by order of a court or by order of a governmental and any other lawful authority (including any stock exchange); provided, however, that the Party promptly notifies the other Party of such disclosure and disclosure is limited to the minimum to ensure compliance with such order or law. Parties also undertake to cooperate, to the extent necessary, for the purposes of complying with the applicable provisions, including any applicable disclosure obligation, provided by mandatorily applicable laws in each relevant jurisdiction.

14. RELIANCE ON INFORMATION

Purchaser acknowledges that Seller has used and expressly relied upon information provided by the Purchaser, if any, regarding site conditions, specifications and other technical requirements in the design, installation and start-up of its Product(s) and the provision of Services. Seller shall not be obligated to establish or verify the accuracy of the information furnished by the Purchaser nor shall Seller be responsible for the impact or effect on its Product(s) and any Services provided by Seller hereunder of the information furnished by the Purchaser in the event that such information is in error.

15. DISPUTE RESOLUTION

All matters arising out of or relating to the Contract shall be governed by and construed



in accordance with the internal laws of the State of Ohio, USA without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Ohio, USA. Any legal suit, action or proceeding arising out of or relating to this Contract shall be instituted in the courts of the State of Ohio, USA in each case located in Cuyahoga County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The United Nations Convention on Contracts for the International Sale of Goods ("CISG") shall not apply to this Contract.

16. MISCELLANEOUS PROVISIONS

The Contract constitutes the entire agreement of sale and purchase between Purchaser and Seller and supersedes all prior or contemporaneous communications, representations, understandings or agreements, whether written or oral, unless such document states that it intends to modify this Contract and is signed by both Parties. No modification of this Contract (including changes in scope, specifications, price or delivery schedule) shall be of any force or effect unless made pursuant to a writing signed by both Parties. No course of dealing or performance or usage of trade may be used to modify this Contract. Those federal contract clauses required to be expressly incorporated into this Contract are expressly incorporated herein by reference as if originally included herein. The English language shall be the official text of this Contract.

The failure on the part of either Party to enforce its rights as to any provisions herein shall not be construed as a waiver of its rights to enforce such provisions in the future. Should any provision of this Contract for any reason be declared invalid or void, such declaration will not affect the remaining provisions of this Contract, which shall remain in full force and effect.

Purchaser may not assign or permit any other transfer of this Contract without Seller's prior written consent. Purchaser acknowledges that Seller shall be entitled to manufacture the Products at any of its or its affiliates' facilities worldwide, and the Contract may be assigned to such affiliates without the consent of Purchaser. This Contract is entered into solely between, and may be enforced only by, the Purchaser and Seller; and this Contract shall not be deemed to create any rights in third parties, including customers, subcontractors, or affiliates of the Purchaser, or to create any obligations to any such third parties.

Any translation, summary, or description of the terms herein are provided solely as a courtesy and the terms set forth herein, and the English version thereof, shall govern and have full force and effect and be precedent above any such translation, summary, or description.

May 13, 2025

Jessica Weaver
Utility Director
City of Spring Hill
3893 Mahlon Moore Rd.
Spring Hill, TN 37174

RE: Sole Source Representation

De Nora Water Technologies LLC (De Nora) is the Sole Manufacturer of our De Nora TETRA™ weir plates and weir blocks. The (4) four 9'-6" x 46'-8" Denite Filters at Spring Hill WWTP were originally provided by Severn Trent Services in 2011. The Tetra group of Severn Trent Services was purchased by De Nora in 2015.

- Since 1960, De Nora TETRA™ tertiary filtration systems have been used in municipal wastewater applications providing advanced wastewater treatment plant effluent that is safe and cost effective.
- De Nora's water treatment equipment and systems are designed and manufactured out of our facilities in Sugarland, TX and Colmar, PA.
- We provide all designs, programming, integration, installation, start-up and commissioning and service with our own staff or Authorized Service Representatives (ASR's).

De Nora Water Technologies is sole provider for parts and services, in conjunction with our approved local representatives. Bar Environmental is our Authorized Representative within the State of Tennessee for the purchase of new products and OEM parts.

Bar Environmental Inc.
100 Winner's Circle, Suite 420
Brentwood, TN 37027
(615) 373-0788

They look forward to working with you.

Sincerely,

Shannon Pennington