



SERVICE AGREEMENT

Beginning Date: _____ End Date: _____ Customer Number: _____
 Bill To: _____ Customer Site: _____

GARRATT-CALLAHAN COMPANY agrees to provide a water treatment chemical program and service from the effective date as described in the following program summary.

For this program, CLIENT agrees to pay to GARRATT-CALLAHAN COMPANY the starting sum of:
 _____ DOLLARS \$ _____

Payable in _____ MONTHLY, QUARTERLY, ANNUAL (Check One) installment(s) of:
 _____ DOLLARS \$ _____

Such invoices are to be paid by CLIENT monthly/ quarterly/ annually. Only monthly/ quarterly/ annual invoices will be submitted to the customer.

GARRATT-CALLAHAN COMPANY has the ability to request a price increase for agreements annually based on current inflationary trends, increased cost of raw materials, shipping, manufacturing, labor, etc. not to exceed ___% of the current price. Requests will be submitted approximately 11 months into the agreement of each year and will go into effect on the first invoice of the next renewal. Example: Terms of agreement are January - December. In November a notice will be sent about price increase and the new price will be effective January of the following year.

Initial: _____ Date: _____

In the event that the contract is terminated prematurely, the client will pay any balance that exists as a result of more product having been shipped than has been accounted for with regular monthly invoicing.

Initial: _____ Date: _____

For those agreements including equipment, GARRATT-CALLAHAN COMPANY will keep track of the equipment pay-off balance. Should the client terminate the agreement prior to the equipment being paid off, GARRATT-CALLAHAN COMPANY will invoice the client the remaining balance of said equipment. If equipment is included, the agreement is not to exceed 12 months.

Initial: _____ Date: _____

State and local taxes are not included in the dollar amount shown and will be added to each invoice unless a tax exemption certificate is submitted to GARRATT-CALLAHAN COMPANY.

Initial: _____ Date: _____

Invoices for materials used in conducting the program will be maintained internally by GARRATT-CALLAHAN COMPANY.

GARRATT-CALLAHAN COMPANY will make periodic calls to your facility, during which time we will perform all pertinent analyses for your applicable systems and make recommendations for all necessary parameters in order to make your treatment operation successful. Copies of our reports will be sent to responsible personnel as required.

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



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

Either party may terminate this agreement when just cause has been identified and delivered in writing, and if the deficient party has not taken corrective action within 90 days of the written notification. Upon termination the remaining chemical inventory (unopened container and within shelf life) and equipment shall be returned to G-C.

By signing, you are indicating that you have read and agreed to our Terms and Conditions of Sale, PO3410.

CLIENT: _____ GARRATT-CALLAHAN COMPANY _____

BY: _____
(PRINTED NAME)

(SIGNATURE/DATE)

TITLE: _____

BY: _____
(PRINTED NAME)

(SIGNATURE/DATE)

TITLE: _____



Terms and Conditions of Sale

Approval and Acceptance

All orders are subject to approval and acceptance at the Seller's office in Burlingame, California. The quoted prices are subject to acceptance within thirty (30) days of this quotation date, and may change without notice after that time. Orders received within the thirty (30) days period will be invoiced at the quoted figure provided delivery is accepted within six (6) months of G-C's receipt of the order.

Prices and Freight Charges

Unless specifically quoted otherwise, all Garratt-Callahan (G-C) prices are f.o.b. destination, freight prepaid to any point in the Continental United States serviced by commercial truck lines. Alaska, Hawaii and all other destinations outside the continental U.S. will incur additional freight charges.

Note: The following exception applies:

A freight charge of \$100.00 will be added to shipments of chemicals less than or equal to 100 pounds gross weight. This charge does not apply to equipment, test kits or reagents.

As G-C prices include freight (except as noted above) you are not billed freight by the freight line.* In comparing G-C chemical formulation prices with those of companies that ship collect, add in a freight cost to their prices.

*When the customer requires delivery by a Garratt-Callahan truck or special services such as ChemFeed delivery, chemical transfer into another container, lift gate or stake trucks, weekend or holiday delivery, air freight, rush orders, delivery within a building, gather and ship, etc., the charges will be added to the invoice. Where ChemFeed is available for a specific product the service includes chemical transfer into another container and removal of transferred empty drums. (Excluding 5 gal pails).

Note: Lift gates will not be used to off-load totes (IBCs) due to the inherent danger of doing so.

International Orders

Buyer must pay the costs and freight charge to import the goods. Freight terms are EX-Works unless approved otherwise by the Burlingame Corporate Office.

Prices and Freight Charges – Maritime Sales

Maritime Sales are F.O.B Port within continental U.S.A. Selling prices are evaluated quarterly in order to determine whether a price change is warranted.

Applicable Taxes

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



Invoice Payment Terms

Terms are net thirty (30) days from the date of the sellers invoice and prices do not include any applicable sales taxes. Customers with unpaid invoices after ninety (90) days will be subject to being placed on credit hold status until payment verification is made. Orders pending may be released at the discretion of the local Garratt-Callahan office or the Accounting Department Manager.

Warranty and Return

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

Any chemical product provided to the customer becomes the property of the customer once the delivered chemical container, is opened, or if a stored chemical exceeds its' expiration date. Chemical containers received at customer location, remove opened, if a stored chemical exceeds its expiration date or used in the management of the customers' water treatment system become the property of the customer. In addition, spill residue or spill cleanup materials of chemicals accidentally or inadvertently released at the customer's facility become the responsibility of the customer. Unopened chemicals within their expiration date may be returned to Garratt-Callahan upon approval, however, shipping will be the responsibility of the customer and there will be a restocking charge.

Note: For return of merchandise ordered in error, or that is not wanted for any reason, there will be a 20% restocking charge for full resalable drums of chemicals and/or resalable equipment items if prepaid to G-C plant; a 25% restocking charge if not prepaid.

Delivery and Losses

G-C will make every effort to provide the quoted materials and services promptly and on a schedule required by the Buyer and/or estimated by G-C. The Seller shall not be liable for losses, either direct, indirect, consequential or punitive damages, caused by delays in delivery resulting from labor disputes, shortage of raw materials, fire, flood, riot, insurrection, and acts of God, or any other cause beyond the control of the Seller.

Right to Cure

Buyer shall give G-C written notice specifying any performance deficiencies and allow G-C a meaningful opportunity of no less than ninety (90) days to correct prior to taking actions adverse to G-C.



Insurance

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

Exceptions

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

Indemnification

Each Party, by the execution and delivery of this Agreement, expressly indemnifies the other Party with respect to any and all liabilities, costs, including reasonable attorneys' fees, losses, claims, demands or judgments arising from or as a consequence of the actions, inactions or other activities of the indemnifying Party performed, or which the indemnifying Party has failed to perform, under or pursuant to this Agreement. The indemnifying Party, at the sole cost and expense of that indemnifying Party, will assume and will thereafter defend, utilizing legal counsel and other consultants who are specifically approved, in advance, by the Party being indemnified (such approval not to be unreasonably withheld), any lawsuits or other litigation which is instituted or filed against the indemnified Party, or where the indemnified Party is subsequently impleaded or joined, by reason of such actions, inactions or other activities by or on the part of the indemnifying Party.

Assignment

This agreement cannot be assigned by either party without the prior written consent of the other, except to a parent or subsidiary or a subsidiary of its parent, or to a successor by merger, consolidation or purchase of substantially all the assets of at least that portion of the assigning party's business related specifically to this agreement.

Equal Opportunity

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability.



U.S. Department of Homeland Security's E-Verify System

By entering into this Contract, Garratt-Callahan certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of all persons employed to perform duties within the United States of America, during the term of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date(s) set forth below.

CUSTOMER

DATE

GARRATT-CALLAHAN COMPANY

DATE