

PathoSans On-Site Generator Technology Utilization Agreement (TUA)

Prepared for:

Prospect Heights School District #23

Prospect Heights, IL

Project #: PJ-P280256 v.1

Monthly Utilization Fee: \$1,626.06

Payment Terms: Net 30

Contract Length: 36 Months

PathoSans® PS600 On-Site-Generator Solution

Customer #: 1303969-00

Date: 11/18/2022

Customer Contact: Mike Ziaja
Phone: (847)-870-3850

PathoSans Rep: Brian Rominski
Email: Brian.rominski@pathosans.com
Phone: (630)-277-1987



- All prices are in USD.
- Delivery times quote (verbal or written) is an estimate and does not include shipping time.
- This agreement is subject to acceptance of the Terms and conditions contained within this contract and set forth at: <https://apps.spray.com/terms/whtn-sale-en-us-2017-1-1.asp>

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1. Summary

The PS600 family of Base Stations are on-site generator of cleaning and sanitizing chemicals. The PS system produces a sodium hydroxide (alkaline) cleaning solution and a hypochlorous acid sanitizing/disinfecting solution for cleaning organic matter and sanitizing surfaces. The system is self-contained, easy to use and requires minimal maintenance. The system requires softened tap water, high purity salt and electricity to operate. The PS600 systems are designed to run intermittently to automatically replenish solutions.

- System produces 2 separate and distinct solutions
 - PathoClean, Sodium Hydroxide (NaOH) cleaning solution
 - PathoCide, Hypochlorous Acid (HOCl) sanitizing/disinfecting solution

2. System Requirements

- Input water:
 - Liquid inlet: ¾" GHC (M)
 - Water temperature: Less than 85° F; greater than 55° F.
Optimum temperature: 60-80° F.
 - Minimum 40 PSI, non-interrupted**
- Input power:
 - Duplex 120-240 VAC, 50/60 Hz, 15A GFCI
- Water Softener Output:
 - Less than 1 gpg
- Consumables:
 - Salt: (PathoSans salt list only)
- Floor drain access required
- Standard environmental specifications:
 - To be installed indoors.
 - Min. ambient temp: 55° F (12.8° C)
 - Max. ambient temp: 85° F (29° C)
 - Max. humidity: 90%
 - Not explosion proof (Non-Ex)
 - Ventilated Room, 4-6 turns/hr.
- Space for rack, base unit & tanks:
 - System dimensions – see spec sheet

3. PathoSans Base Station for On-Site Generation

BASE STATION

The PS Base Station contains all the equipment and components necessary to produce and store PathoSans solutions. Per the terms of this contract and the Technology Usage Agreement, this core system will be owned and serviced by PathoSans Technologies:

PS600 Series Electrochemical Generation System

Control Panel: (3) PS680 2525

Brine Tank: Fluid monitoring and controls

Electrolytic Cell: Patented cell produces electrochemically activated solutions

Water Softener: Dual resin tank water softener with brine tank

pH Monitor: Monitors pH level of solution

System Mounting Rack: Extruded aluminum rack anodized for corrosion resistance houses control panel, cleaner and sanitizer tanks, brine tank and water softener

Cleaner Tank: PathoClean tank with fill valve, shutoff level sensor and over-fill line to drain

Sanitizer Tank: PathoCide tank with fill valve, shutoff level sensor and over-fill line to drain

Documentation: Owner's Manual (English). Electronic versions available. Usage cards. SDS documents.

Packaging: Palletized or boxed based on customer receiving docks and doors.

Accessories

All accessory items are owned by customer and therefore the responsibility of the customer. This would include maintenance and replacement costs associated with the equipment beyond what is already covered by warranty. The following will be included in the initial order for startup.

Bottle & Label Starter Kit (per system)

- Twenty (20) each of PathoClean and PathoCide bottles; PathoClean and PathoCide labels

PathoSans Approved Salt (3 bags per system)

- Initial salt supply for startup of water softener and generator

System Test Kit

The system includes a kit for testing the sanitizing and cleaning solutions. Includes:

- One (1) pH meter calibrated for acid (sanitizer), per system
- One (1) pH meter calibrated for base (cleaner), per system
- One (1) high range Free Available Chlorine (FAC) meter, per system
- Set of 100 reagent packs for FAC meter, per system

Optional Items

The following items are offered in additional quantity for a separately quoted price: usage cards, testing meters, bottles, test strips, carboys, and spray application devices.

4. Technology Utilization Agreement

The PathoSans PS600 Series (the “BASE STATION”) will be installed at the customer’s facility. PathoSans will maintain all core system items during the duration of the Technology Utilization Agreement (TUA) at the indicated monthly cost to the customer. The only exceptions to coverage are (1) damage due to neglect or misuse of the base system; (2) salt; (3) bottles; (4) labels; and (5) accessory consumables.

The PathoSans TUA is based on a 36-month term, invoiced monthly.

With approved credit, Initial invoice is sent the beginning of the month following installation. This includes all Start Up Fees, defined as additional accessories, plus Commissioning & Training fees and Freight.

5. Preventative Maintenance Plan

PREVENTIVE MAINTENANCE SERVICE

The preventive maintenance plan is included as part of the TUA.

Preventative Maintenance visits are scheduled and completed by a factory trained representative two (2) times per contract year for the term of the agreement. Preventative maintenance service calls will be scheduled in advance with CUSTOMER. Service reports will be submitted with each service event. Preventative maintenance requests are scheduled by contacting the PathoSans Service Department at 1-833-KLEAN-IT (1-833-553-2648) and/or service@pathosans.com.

Pathosans service technician will perform the following preventative maintenance service operations during onsite visits:

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1. Check salt levels in the PathoSans Generator tank and the water softener tank (if applicable).
2. Verify customer is using PathoSans approved salt for the system.
3. Check pH of PathoClean and PathoCide solutions.
4. Check Free Active Chlorine (FAC) level of PathoCide solution.
5. Manually regenerate water softener and ensure water softener is operating nominally and regenerating properly and that the softener output is at the correct hardness level.
6. Drain and refill generator brine tank, if deemed necessary.
7. Evaluate system for worn fittings, hoses and tubes and replace as necessary.
8. Evaluate overall system for functionality and cleanliness and remove salt deposits from exterior of system.
9. When 5-micron and/or 20-micron filters are required, PathoSans will send replacement filters and the customer agrees to replace the filters, as requested. Technicians may replace during service visit, if deemed necessary.

EMERGENCY SERVICE

Emergency service calls, for issues that are not the result of customer negligence, are covered under this PMP including all parts, equipment, phone support, labor & travel (if necessary).

PathoSans shall acknowledge CUSTOMER'S request for emergency service within one (1) business day of receiving such a request from CUSTOMER via call to the service line at 1-833-KLEAN-IT (1-833-553-2648) or email at service@pathosans.com.

Any part of the system deemed to be damaged not through normal operation of the system (i.e., damaged by the customer or through negligence), shall be billed to the customer.

6. Customer Required Maintenance

Daily & Monthly

- Visual inspection of system for leaks, damage, and proper salt levels.
- Check salt level of the Control Module and add 99.9% pure pelletized salt as needed (Must be from the approved PathoSans salt list). Salt level should always be above the minimum level as indicated by signage on the tank.
- Check salt level in water softener and add 99.9% pure pelletized salt as needed (Must be from the approved PathoSans salt list).
- Drain the generator brine tank monthly.

An approved salt list will be provided, and the customer is responsible for purchasing PathoSans approved salt for the operation of the water softener and PathoSans system for the duration of the contract. Failure to use approved salt will void warranty policy.

Failure to provide consistent water pressure and water quality will void warranty policy.

7. Equipment

Technology Utilization Agreement					
Item	Part No.	T.U.A.	Units	Per Unit	Monthly
1	CP-SYPA6802525	<i>PS600-80 Mid Flow Base Station</i> with 25 gallon tanks	3	\$ 542.02	\$1,626.06
Monthly SUBTOTAL:					\$1,626.06

Start-Up / CapEx Costs					
Item	Part No.	Description	Units	Per Unit	Total
1	PS-COMM_TRAIN	Commissioning & Training	1	\$ 1,800.00	\$1,800.00
2	FREIGHT	PRE-PAY & ADD	1	TBD	TBD
SUBTOTAL					\$1,800.00

Items to be delivered for system start up (per Base Station)

CORE SYSTEM COMPONENTS:

Controller	Qty: 1
Brine Tank	Qty: 1
Electrolytic Cell	Qty: 1
Start Up Bottle and Label Kit	Qty: 1
System Mounting Rack	Qty: 1
Cleaner Tank	Qty: 1
Sanitizer Tank	Qty: 1
Installation	Qty: 1
Water Softener	Qty: 1

ACCESSORIES:

System Test Kit	Qty: 1
PathoClean Bottles	Qty: 20
PathoCide Bottles	Qty: 20
PathoClean Labels	Qty: 20
PathoCide Labels	Qty: 20
Bags of Salt	Qty: 3

- Pricing is valid for thirty (30) days from date of proposal.
- All prices are in U.S. Dollars.
- If credit card is not provided, payment shall be made on the following schedule:

%	INVOICE TERM	PAYMENT TERM
100%	All Invoices	Net 30

Note: ** Payment terms are subject to credit approval

Order Initiation and System Production:

Order is initiated after site assessment and water sample testing is completed and approved and a signed PathoSans On-Site Generator Technology Utilization Agreement (TUA) is received. System production by PS manufacturing is initiated upon receipt of valid customer purchase order and receipt of down payment. Estimated ship date will be provided when your PS system(s) move(s) into production.

Equipment Warranty

- The BASE STATION is warrantied as per Section 5 of **Terms and Conditions** section.
- Accessories are warrantied for manufacturers defects for 12 months.
- Optional Accessories are warrantied for manufacturers' defects for 12 months.

Important Note:

It is the responsibility of the customer to ensure that the PathoSans cleaning and sanitizing solutions are only used on chemically compatible surfaces and materials and in accordance with the applicable laws and regulations.

8. Install & Training

One (1) day of installation support, initial set up testing, and generator maintenance training are included with each installed order on the day of installation

PathoSans products onboarding training shall be conducted via web-based applications by PathoSans Director of Training and Technology. Additional training needs which can be conducted remotely are included in the TUA agreement.

Standard PathoSans training material such as usage cards and promotional materials are provided as part of the TUA agreement in digital format.

ADDITIONAL TRAINING

- On-site training costs are quoted with travel expenses included as a flat fee, based on number of days required.
- Customized training can be quoted and provided upon request. Ask your PathoSans Account Manager about options.
- Customized training materials can be generated for in-house use as well, such as usage cards and promotional materials that promote sustainable cleaning initiatives from PathoSans Technologies implementation. Please contact your PathoSans Account Manager for additional information and pricing quote.

9. Terms and Conditions

(1) MODIFICATION OF TERMS

Seller's acceptance of any order is expressly subject to Buyer's assent to each and all of the terms and conditions set forth below and Buyer's assent to these terms and conditions shall be conclusively presumed from Buyer's receipt of this document without prompt written objection thereto or from Buyer's acceptance of all or any part of goods ordered. No addition to or modification of said terms and conditions shall be binding upon Seller unless specifically agreed to by Seller in writing. If Buyer's purchase order or other correspondence contains terms or conditions contrary to or in addition to the terms and conditions set forth below, acceptance of any order by Seller shall not be construed as assent to such contrary or additional terms and conditions or constitute a waiver by Seller of any of the terms and conditions.

(2) PRICE

Unless otherwise specified: (a) all prices, quotations, shipments and deliveries by Seller are (i) EXW (Incoterms® 2010) if shipped to the Buyer within the United States, and (2) in all other circumstances DAP Buyer's location (Incoterms® 2010); (b) all base prices together with related extras and deductions, are subject to Seller's price in effect at the time of shipment; and (c) notwithstanding the use of the shipping term DAP and without any effect on the point at which the risk of loss shifts from Seller to Buyer, all transportation, import costs and other related charges are for the account of Buyer, including all increases or decreases in such charges prior to shipment. Payment of said price shall be due at the remittance address shown on the Seller's invoice upon receipt of Seller's invoice unless otherwise specified. Interest will be charged at a rate of 1 to 1-1/2% per month on all balances outstanding more than 30 days after the date of the invoice. Price includes Seller's standard packaging. Special packaging requirements shall be quoted at an additional price.

(3) UNIFORM COMMERCIAL CODE

THIS IS A CONTRACT FOR THE SALE OF GOODS. SELLER AND BUYER EXPRESSLY AGREE THAT ANY SERVICES PROVIDED PURSUANT TO THIS CONTRACT ARE MERELY INCIDENTAL TO THE SALE OF GOODS, AND AS SUCH, SHALL BE DEEMED GOODS UNDER ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE. SELLER AND BUYER FURTHER AGREE THAT ANY DISPUTES ARISING FROM THIS CONTRACT SHALL BE GOVERNED BY ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE.

(4) MINIMUM BILLING

Contact your regional office representative for any minimum order requirements.

(5) WARRANTIES

Seller warrants that its products will conform to and perform in accordance with the products' specifications. Seller warrants that the products do not infringe upon any copyright, patent, or trademark. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE CONCERNING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(6) LIMITATION OF REMEDIES

Buyer's remedies under this warranty shall be limited to the replacement, repair, or refund of the purchase price for any defective product at the Seller's option. Products claimed to be defective and for which repair or replacement is desired shall be, if requested by the Seller, returned transportation prepaid to Seller's plant for inspection. Results of ordinary wear and tear, improper operation, or maintenance or use of corrosive or abrasive materials shall not be considered a defect in material or workmanship. Any component part manufactured by another is not covered by Seller's warranty, but only by such warranty as its manufacturer gives. Because of the difficulty of asserting and measuring damages hereunder, it is agreed that, except for claims for bodily injury, Seller's liability to the Buyer or any third party, for any losses or damages, whether direct or otherwise, arising out of the purchase of product from Seller by Buyer shall not exceed the total amount billed and billable to the Buyer for the product hereunder. IN NO EVENT WILL SELLER BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(7) QUALITY ASSURANCE

Seller shall have no obligation to ensure that any goods purchased from Seller meet any special Buyer quality assurance specifications and/or other special Buyer requirements unless such specifications and/or other requirements are specifically set forth in Buyer's purchase order and expressly accepted by Seller. In the event that any such goods supplied by Seller in connection therewith, are applied to an end use without the appropriate specification and/or other requirement therefore having been set forth in Buyer's purchase order and expressly accepted by Seller, Buyer shall indemnify and hold Seller harmless against any and all damages or claims for damages made by any person for any injury, fatal or nonfatal, to any person or for any damage to the property of any person incident to or arising out of such application.

(8) PRODUCT DISPOSAL & SUSTAINABILITY

Buyer is responsible for the disposal of goods supplied by seller in accordance with all applicable laws, regulations, and responsible recycling and/or sustainability practices.

(9) CLAIMS

Claims respecting the condition of goods, compliance with specifications or any other matter affecting goods shipped to Buyer must be made promptly and, unless otherwise agreed to in writing by Seller, in no event later than one (1) year after receipt of the goods by Buyer. In no event shall any goods be returned, reworked or scrapped by Buyer without the express written authorization of Seller.

(10) DEFAULT IN PAYMENT

If Buyer fails to make payments on any contract between Buyer and Seller in accordance with Seller's terms, Seller, in addition to any other remedies available to it, may at its option, (i) defer further shipments until such payments are made and satisfactory credit arrangements are reestablished or (ii) cancel the unshipped balance of any order.

(11) TECHNICAL ASSISTANCE

Unless otherwise expressly stated by Seller, (a) any technical advice provided by Seller with respect to the use of goods furnished to Buyer shall be without charge; (b) Buyer shall have sole responsibility for selection and specification of the goods appropriate for the end use of such goods.

(12) SAFETY PRECAUTIONS

Buyer shall require its employees to use all safety devices, and proper safe operation procedures as set forth in manuals and instruction sheets furnished by Seller. Buyer shall not remove or modify any such device or warning sign. It is the Buyer's responsibility to provide all means that may be necessary to effectively protect all employees from serious bodily injury which otherwise may result from the method of particular use, operation, set up or service of the goods. The operator's or machine manual, ANSI safety standards, OSHA regulations and other sources should be consulted. If Buyer

fails to comply with provisions of this paragraph or the applicable standards and regulations aforementioned, and a person is injured as a result thereof, Buyer agrees to indemnify and save Seller harmless from any liability or obligation incurred by Seller.

(13) CANCELLATION

Orders for goods specifically manufactured for Buyer cannot be canceled or modified by Buyer, and releases cannot be held up by Buyer, after such goods are in process except with the express written consent of Seller and subject to conditions then to be agreed upon which shall include, without limitation, protection of Seller against all loss.

(14) PATENTS

The Seller shall not be liable for any costs or damages incurred by the Buyer as a result of any suit or proceeding brought against Buyer so far as based on claims (a) that use of any product, or any part thereof furnished hereunder, in combination with products not supplied by the Seller or (b) that a manufacturing or other process utilizing any product, or any part thereof furnished hereunder, constitute knowing and willful infringement of patents or trademarks arising from compliance with Buyer's designs or specifications or instructions.

(15) COMPLETE AGREEMENT

THIS CONTRACT SETS FORTH THE ENTIRE AGREEMENT AND UNDERSTANDING OF THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF, AND SUPERSEDES ALL PRIOR AGREEMENTS, DISCUSSIONS AND UNDERSTANDINGS BETWEEN THEM WHETHER ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER HEREOF.

(16) GOVERNING LAW

All orders are accepted by Seller at its mailing address in Wheaton, Illinois, and shall be governed by and interpreted in accordance with the laws of the State of Illinois. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall be excluded.

(17) FORCE MAJEURE

Neither party shall be in default of its obligations to the other party for any period of Force Majeure. "Force Majeure" shall mean any delay or failure of a party to perform its obligations to the other party due to causes beyond its control and without its fault or negligence. This shall include, without limitation, Acts of God, strike, civil commotion, acts of government, and any other comparable, non-foreseeable, and a serious event.

(18) CONFIDENTIAL INFORMATION

Buyer shall maintain Confidential Information in confidence using the same care as used for its own Confidential Information. Buyer shall not disclose or divulge any Confidential Information received by it from Seller in connection with any products or services supplied by Seller to Buyer or to a third party without prior written consent of Seller, and Buyer may not use any Confidential Information for any purpose other than for the manufacture, sale and maintenance of Buyer's products. For the purposes hereof, "Confidential Information" includes any and all information and data, including, but not limited to, any business, commercial, intellectual property, technical information and data disclosed by Seller to Buyer in connection with the sale of Seller's products to Buyer, or relating to Seller's business relationship or the definition, development, marketing, selling, manufacture or distribution of Seller's products, whether disclosed orally, in writing or electronically, and irrespective of the medium in which such information or data is embedded, whether in tangible form or contained in an intangible storage medium. Confidential Information shall include any copies or abstracts made thereof, as well as any product, apparatus, modules, samples, prototypes or parts thereof.

(19) FAIR PRACTICES Spraying Systems Co. considers for employment and hire qualified candidates without regard to race, religion, color, sex, sexual orientation, gender, gender identity, age, national origin, ancestry, citizenship, protected veteran or disability status or any factor prohibited by law, and as such affirms in policy and practice to support and promote the concept of equal employment opportunity and affirmative action, in accordance with all applicable federal, state, provincial and municipal laws.

10. Initiate Order and TUA Contract

This Technology Utilization Agreement (TUA) details a PathoSans ECA cleaning solution system. To place an order for the system detailed in this agreement:

1. Complete and sign this page of the Technology Utilization Agreement (TUA) to confirm this order and indicate agreement to contract the solution AS DESCRIBED.
2. Attach purchase order to cover the agreed upon purchase items in TUA AGREEMENT.
3. Send the purchase order, the approved proposal, this page with signature, and accounts payable contact information. Include payment detail and send to your PathoSans Account Manager.

PathoSans will acknowledge and confirm receipt of your order and payment details.

Order Confirmation for Project #: PJ-P280256 v.1

I (We) have read this contract thoroughly and understand its contents. I am (We are) in agreement with this solution and the project timing as detailed. Any changes to this agreement will be made in writing and submitted for review by PathoSans.

Customer Contact Name & Title

Customer Signature

Date

PathoSans Regional Account
Manager

PathoSans Signature

Date

PathoSans Contact Name & Title

PathoSans Signature

Date

**Clerical errors in the quotation are subject to correction.*

***All prices are "Ex Works" Spraying Systems Co., Wheaton, IL.*

****Shipping from Glendale Heights, Illinois, USA*

*****All solution certifications and SDS are available at www.pathosans.com*

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