

**SERVICES AGREEMENT  
(Not Construction Related)**  
WATER QUALITY EQUIPMENT MAINTENANCE

This Services Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and Brinkmann Instruments, a Delaware, Corporation, doing business as Metrohm, USA, Inc. ("Consultant") as of the \_\_\_\_ day of \_\_\_\_\_, 2023 ("Effective Date").

**RECITALS**

- A. City intends to undertake a project for the benefit of the public and with public funds (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with services ("Services") consistent with industry-best practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

**AGREEMENT**

The parties hereby agree as follows:

1. **Key Personnel; Other Consultants and Subcontractors.**
  - 1.1 Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.
2. **Schedule.** The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project. Nevertheless, this Agreement terminates three years from the effective date.
3. **Consultant's Work.**
  - 3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.
  - 3.2 Licensing. Consultant warrants that:
    - a. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
    - b. Neither Consultant nor any Subconsultant has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
      - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
      - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

- a. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.
- b. Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
  - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
  - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
  - (1) City may reuse the Work Product at its sole discretion.
  - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
  - (3) In such case, City will also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$70,000 as specifically detailed in **Exhibit D** ("Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.

- a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

- 4.3 Allowances. An "Allowance" may be identified only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.
- a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts and any unused allowance at the completion of the Project will remain with City.
  - b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
  - c. Consultant will not use any portion of an Allowance without prior written authorization from the City.
  - d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

## 5. **Billings and Payment.**

### 5.1 Applications.

- a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

### 5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
  - (1) Completed work generated by Consultant and its Subconsultants; and
  - (2) Unconditional waivers and releases on final payment from all Subconsultants as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

### 5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

## 6. **Termination.**

### 6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

### 6.2 For Cause. City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provisions of Sec. 5.
- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

8.2 **Indemnification.**

- a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.
- c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

- 8.3 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:
- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
  - b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
  - c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.
- 8.4 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.
- 8.5 **Waiver of Subrogation.** **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).
- 8.6 **Verification of Coverage.** Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.
- Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.
- 8.7 **Subcontractors.** Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.
- 8.8 **Special Risk or Circumstances.** The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.
9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrants its compliance and that of its Subconsultants with all federal immigration laws and regulations that relate to

their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or Subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and Subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The Consultant and Subconsultant shall cooperate with the City's random inspections, including granting the City entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
11. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
12. **Notices.**
  - 12.1 A notice, request or other communication that is required or permitted under this Agreement (each "Notice") will be effective only if:
    - a. The Notice is in writing; and
    - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
    - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
      - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
      - (2) As of the next business day after receipt, if received after 5:00 p.m.
    - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
    - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.
  - 12.2 Representatives.
    - a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

Brinkmann Instruments Inc., dba Metrohm USA, Inc.  
c/o Anita Young  
9250 Camden Field Parkway  
Riverview, FL 33578
    - b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale  
c/o Julie Ossege  
7070 W. Northern Avenue  
Glendale, Arizona 85303

With required copy to:

City Manager  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

City Attorney  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

**13. Entire Agreement; Survival; Counterparts; Signatures.**

13.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts, if any, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

13.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

**14. Term.**

14.1 The term of this Agreement commences upon the effective date and continues for a (3) three year period. There are no automatic renewals.

14.2 Extension for Procurement Processes. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

**15. Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

**16. Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

- |           |               |
|-----------|---------------|
| Exhibit A | Project       |
| Exhibit B | Scope of Work |
| Exhibit C | Schedule      |
| Exhibit D | Compensation  |

[SIGNATURES ON FOLLOWING PAGE.]

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,  
an Arizona municipal corporation

\_\_\_\_\_  
By: Kevin R. Phelps  
Its: City Manager

ATTEST:

\_\_\_\_\_  
Julie K. Bower  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney

Brinkmann Instrument Inc., dba Metrohm USA  
Inc.,  
a Delaware Corporation



By: **Derrick Rowe**  
Its: Authorized Representative

**EXHIBIT A**  
**Services Agreement**

PROJECT

Water Services, Water Quality Division currently has (2) two Brinkmann's ION Chromatograph instruments used to analyze water samples per regulatory requirements. Brinkmann Instruments is the only authorized representative to service and repair Brinkmann Instruments.

**EXHIBIT B**  
**Services Agreement**

SCOPE OF WORK

Consultant will provide the following as part of the service agreement:

1. (1) one annual performance maintenance service visit per year for (3) years, including inspection and replacement of all wet/wearable consumable maintenance parts.
2. Priority response for repairs including travel, labor and parts
3. Dedicated technical support hotline with TeamViewer interactive online support
4. 25% discount on training courses held at a MUSA facility
5. 5% discount on consumables
6. Software and firmware updates

**EXHIBIT C**  
**Services Agreement**

SCHEDULE

Consultant will provide annual performance maintenance service visit for (3) three years. All other services included will be on an as needed basis.

**EXHIBIT D**  
**Services Agreement**

COMPENSATION

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$70,000.

**DETAILED PROJECT COMPENSATION**

Consultant will be compensated annually as listed:

Year 1 \$21,007.00 + any applicable taxes

Year 2 \$21,846.00 + any applicable taxes

Year 3 \$22,722.00 + any applicable taxes



Quotation Number QUO-136290-N4L0T9-0

Delivery Address

City of Glendale
Water Quality
28101 N 63rd Ave

Delivery Contact

Linda Andrews
Phone: 623-930-3897
Email: landrews@glendaleaz.com

Glendale, AZ 85304-9999
United States

Quote Term ..... 3/30/2023 - 6/30/2023
Payment Terms ..... 30 days net

Shipping Method ..... Best Way (UPS)
Terms of Delivery ..... Free On Board
Agreement Ref # ..... CNR-000000694-1

Dear Linda

Thank you for considering Metrohm USA products and services. I am pleased to send you this quotation for your item(s) of interest.

To place an order the following are required:

- Purchase order MUST reference Quote #: QUO-136290-N4L0T9
• Reference deviations from Metrohm USA T&C
• If this purchase is Tax Exempt, you must supply a Tax Exempt certificate with Purchase Order
• Contact Customer Support Department
o Email: ServiceSupport@MetrohmUSA.com
o Call: 866-METROHM (638-7646) Opt 4
o Fax: 813-316-4900

If you have any questions or would like to amend this document, please feel free to contact us.

Sincerely,

Anita Young

Inside Service Sales
anita.young@metrohmusa.com

TO PLACE YOUR ORDER

Email: ServiceSupport@MetrohmUSA.com
Metrohm USA, Inc.

9250 Camden Field Parkway, Riverview, FL 33578

Toll-free: 866-METROHM (638-7646) • Fax: 813-316-4900 • www.metrohm.com

Credit card payments incur a 3% surcharge \*FOBD PrePay & Add



# SERVICE QUOTATION

Quotation Number QUO-136290-N4L0T9-0

Line	Item no.	Description	Asset	Qty.	Unit Price	Total
1	*****					
2	<b>** 3 YEAR TOTAL CARE SERVICE AGREEMENT **</b>					
3	*****					
4	<b>* YEAR 1 * START DATE 8/2/2023 TO 8/1/2024 *</b>					
5	SER-IC11352	Prime GLOBAL - IC Sample Center	1889002003314	1	\$2,458.00	<b>\$2,458.00</b>
6	SER-IC28542	Prime GLOBAL - PROFIC DUAL IC PUMP w/wo cond detector	1940000028133	1	\$8,246.00	<b>\$8,246.00</b>
7	<b>Includes: 800 Dosino SN 1800003027740 &amp; 807-2 mL Dosing Unit SN 30040450</b>					
8	SER-IC18002	Prime GLOBAL - BURET AND DRIVE COMBO (IC)	1800003027746	1	\$1,481.00	<b>\$1,481.00</b>
9	<b>Includes: 807-10 mL Dosing Unit SN 30056066</b>					
10	-----					
11	<b>- Merging instruments from Total Care service agreement CNR-000000637 -</b>					
12	<b>- Renew under CNR-000000694-1 -</b>					
13	-----					
14	SER-IC10102	Prime GLOBAL - AUTOSAMPLER	1858002006441	1	\$812.00	<b>\$812.00</b>
15	SER-IC18842	Prime GLOBAL - COMPACT UNIT with one (1) buret	1930200039151	1	\$5,048.00	<b>\$5,048.00</b>
16	<b>Includes: 800 Dosino SN 1800001095925 &amp; 807-2 mL Dosing Unit SN 00935130</b>					
17	SER-IC18732	Prime GLOBAL - EXTENSION MODULE	1941001009121	1	\$1,481.00	<b>\$1,481.00</b>
18	SER-IC18002	Prime GLOBAL - BURET AND DRIVE COMBO (IC)	1800001092685	1	\$1,481.00	<b>\$1,481.00</b>
19	<b>Includes: 807-50 mL Dosing Unit SN 30001427</b>					
20	<b>Subtotal</b>					<b>\$21,007.00</b>
21	*****					
22	<b>* YEAR 2 * START DATE 8/2/2024 TO 8/1/2025 *</b>					

**TO PLACE YOUR ORDER**

Email: ServiceSupport@MetrohmUSA.com  
Metrohm USA, Inc.

9250 Camden Field Parkway, Riverview, FL 33578

Toll-free: 866-METROHM (638-7646) • Fax: 813-316-4900 • [www.metrohm.com](http://www.metrohm.com)

Credit card payments incur a 3% surcharge \*FOBD PrePay & Add



# SERVICE QUOTATION

Quotation Number **QUO-136290-N4L0T9-0**

Line	Item no.	Description	Asset	Qty.	Unit Price	Total
23	<b>SER-IC11352</b>	Prime GLOBAL - IC Sample Center	1889002003314	1	\$2,556.00	<b>\$2,556.00</b>
24	<b>SER-IC28542</b>	Prime GLOBAL - PROFIC DUAL IC PUMP w/wo cond detector	1940000028133	1	\$8,576.00	<b>\$8,576.00</b>
25	<b>Includes: 800 Dosino SN 1800003027740 &amp; 807-2 mL Dosing Unit SN 30040450</b>					
26	<b>SER-IC18002</b>	Prime GLOBAL - BURET AND DRIVE COMBO (IC)	1800003027746	1	\$1,540.00	<b>\$1,540.00</b>
27	<b>Includes: 807-10 mL Dosing Unit SN 30056066</b>					
28	-----					
29	<b>SER-IC10102</b>	Prime GLOBAL - AUTOSAMPLER	1858002006441	1	\$844.00	<b>\$844.00</b>
30	<b>SER-IC18842</b>	Prime GLOBAL - COMPACT UNIT with one (1) buret	1930200039151	1	\$5,250.00	<b>\$5,250.00</b>
31	<b>Includes: 800 Dosino SN 1800001095925 &amp; 807-2 mL Dosing Unit SN 00935130</b>					
32	<b>SER-IC18732</b>	Prime GLOBAL - EXTENSION MODULE	1941001009121	1	\$1,540.00	<b>\$1,540.00</b>
33	<b>SER-IC18002</b>	Prime GLOBAL - BURET AND DRIVE COMBO (IC)	1800001092685	1	\$1,540.00	<b>\$1,540.00</b>
34	<b>Includes: 807-50 mL Dosing Unit SN 30001427</b>					
35	<b>Subtotal</b>					<b>\$21,846.00</b>
36	*****					
37	<b>* YEAR 3 * START DATE 8/2/2025 TO 8/1/2026 *</b>					
38	<b>SER-IC11352</b>	Prime GLOBAL - IC Sample Center	1889002003314	1	\$2,659.00	<b>\$2,659.00</b>
39	<b>SER-IC28542</b>	Prime GLOBAL - PROFIC DUAL IC PUMP w/wo cond detector	1940000028133	1	\$8,919.00	<b>\$8,919.00</b>
40	<b>Includes: 800 Dosino SN 1800003027740 &amp; 807-2 mL Dosing Unit SN 30040450</b>					
41	<b>SER-IC18002</b>	Prime GLOBAL - BURET AND DRIVE COMBO (IC)	1800003027746	1	\$1,602.00	<b>\$1,602.00</b>
42	<b>Includes: 807-10 mL Dosing Unit SN 30056066</b>					
43	-----					
44	<b>SER-IC10102</b>	Prime GLOBAL - AUTOSAMPLER	1858002006441	1	\$878.00	<b>\$878.00</b>

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Metrohm USA, Inc.

9250 Camden Field Parkway, Riverview, FL 33578

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**Quotation Number QUO-136290-N4L0T9-0**

Line	Item no.	Description	Asset	Qty.	Unit Price	Total
45	<b>SER-IC18842</b>	Prime GLOBAL - COMPACT UNIT with one (1) buret	1930200039151	1	\$5,460.00	<b>\$5,460.00</b>
46	<b>Includes: 800 Dosino SN 1800001095925 &amp; 807-2 mL Dosing Unit SN 00935130</b>					
47	<b>SER-IC18732</b>	Prime GLOBAL - EXTENSION MODULE	1941001009121	1	\$1,602.00	<b>\$1,602.00</b>
48	<b>SER-IC18002</b>	Prime GLOBAL - BURET AND DRIVE COMBO (IC)	1800001092685	1	\$1,602.00	<b>\$1,602.00</b>
49	<b>Includes: 807-50 mL Dosing Unit SN 30001427</b>					
50	<b>Subtotal</b>					<b>\$22,722.00</b>
<b>Total Amount</b>						<b>\$65,575.00</b>

**Additional Information**

3 Year Service agreement valid from 8/2/2023 to 8/1/2026

Metrohm’s Standard installation service provides you with all aspects of quality assurance and is the ideal installation product for laboratories operating outside of a regulated environment. In accordance with detailed instructions, your system is properly installed and tested to verify functionality.

Metrohm USA offers a 3-year limited warranty on all new Metrohm Instruments. For complete details, please see our warranty statement [here](#).

Please [click here](#) for Metrohm USA standard terms and conditions.

Leasing options available

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## Quotation Number QUO-136290-N4L0T9-0

### General Terms and Conditions

#### **Pricing.**

Our prices may change at any time without notice. Prices we quote are valid for 30 days, unless we state otherwise in writing. If no price has been specified or quoted to Customer, the price will be the product price in effect at the time we accept the order. Customer is responsible for standard delivery and handling charges, if applicable, and our product prices do not include such charges unless expressly stated. If we pay such charges, we will add these to the invoice. Shipments are FOB Destination (CIF Incoterm 2010) point of shipment and all title to the equipment and risk of loss and injury shall pass to the Customer upon the transfer of the Equipment to the delivery address.

**Payment and Credit Terms.** Unless otherwise agreed to in writing, all Customer payment terms will be set at net 30 days after the date of invoice, subject to credit approval. For product sales, including parts for service orders, METROHM USA will invoice Customer for the product price and all other charges due when we ship the products to Customer. For services, METROHM USA will invoice Customer when the service is scheduled to begin. METROHM USA may require Customer to provide a signed credit application prior to establishing payment terms. We reserve the right to require Customer to make full or partial payment in advance, or provide other security to our satisfaction, if we believe in good faith that Customer's financial condition does not justify extension of net terms otherwise specified. Customer will make all payments in the currency specified in our invoice. Please see invoice document for payment remittance information.

**Late Payment and Collections.** Customer may be required to pay interest on any undisputed amounts past due at the greater of a rate of 1.5% per month or the maximum amount allowable by applicable law. METROHM USA reserves and retains a security interest in the Equipment shipped to Customer, until all amounts due have been paid in full. In the event of account non-payment, placement with a collections agency, or other action necessary to collect on a past due balance, Customer agrees to reimburse collection costs, legal fees, and court cost incurred by METROHM USA in connection therewith. We also reserve the right to cancel or stop delivery of products in transit and withhold shipments in whole or in part if Customer does not pay us when due, or if Customer otherwise does not perform its obligations.

#### **Taxes.**

METROHM USA standard prices do not include applicable sales, services, use, VAT, or similar taxes. The amount of any such tax which METROHM USA may be required to pay or collect will be added to the invoice and paid by Customer unless Customer has furnished a valid tax exemption certificate acceptable to the taxing jurisdiction prior to shipment. If an exemption certificate provided to METROHM USA by Customer is subsequently, through no fault of METROHM USA, determined to be invalid, METROHM USA will attempt to acquire an exemption certificate, notarized affidavit of exempt use or other necessary documentation from Customer. Failure to furnish a valid exemption certificate, notarized affidavit or other necessary documentation in a timely manner, the previously unpaid sales, use or similar excise tax will be billed to and paid by Customer.

**Collect Shipments.** Customer may select its own carrier and charge shipping to Customer's collect account instead of accepting the METROHM USA delivery terms above, where such purchase shall be under FOB origin (FOB Incoterms 2010). METROHM USA will not be responsible for any shipping or handling damages. METROHM USA will not make any claims on Customer's behalf for any damages caused by the carrier selected by Customer. Customer will need to open its own claim with its selected carrier. METROHM USA does not provide third parties direct access to its insurance or give additional rights to its insurance, such as naming additional insured parties. There is a 1% surcharge added to collect shipments to cover shipping materials, handling, and coordination with collect carriers.

**Product Returns.** METROHM USA customer support will authorize and approve return of any product that is damaged or defective on receipt, provided Customer contacts customer support within five days after receiving the product, and provided such damage or defect has not been caused by any failure by Customer or the carrier to handle or store products using reasonable care or as otherwise indicated on the label. If Customer does not contact us within this five-day period, we will deem the product to be accepted, and any warranty rights will still apply. METROHM USA will determine the best solution to provide replacement product in case of carrier damage or loss. Items returned for Customer convenience (and not for product failure or warranty issues) will be subject to a 25% restocking fee (\$100 minimum) plus 100% of services delivered, based on the sale price. Customer must contact METROHM USA customer support (via customersupport@METROHMUSA.com) for a return authorization Number (RA#) within 14 days of shipment from METROHM USA to be eligible for a return credit. Customer must return items within 10 days of receiving RA#. Item must be in new and unused condition, packed in original packaging and container, and include all manuals, peripherals and accessories. If METROHM USA exercises our discretion to authorize a product for return, the product must arrive at our facilities in a condition satisfactory for resale. We do not credit shipping charges. Customer will not receive credit for any product returned without our prior consent.

**Shortages.** Any shortages must be reported to METROHM USA customer support within five (5) days after receiving the product.

**Warranties.** New Equipment is warranted to be free from defects in workmanship and materials for a limited time period, starting from the date of shipment to Customer, provided that the Equipment has been maintained and operated in strict conformity with its operating instructions. Any defective equipment will be repaired or replaced at METROHM USA's discretion. METROHM USA may attempt to diagnose and resolve defects over the telephone or electronically. Certain equipment contains remote support capabilities for direct problem reporting, remote problem determination, and resolution. See our website for more details and to see our industry leading warranty statement. ([https://www.metrohm.com/en\\_us/service/quality-service/warranty.html](https://www.metrohm.com/en_us/service/quality-service/warranty.html)). METROHM USA warranties do not cover defects resulting from improper or inadequate maintenance, installation, repair, or calibration performed by Customer or a third party not previously authorized by METROHM USA. Warranties shall not apply where the product has been subjected to corrosion, accident, alteration, misuse, abuse, acts of God, or failure on the part of the Customer to ensure proper operation and/or storage. All used and demonstration equipment carries a 1 year warranty when installed by a METROHM USA Representative. Used and demo instruments not installed by METROHM USA have a 90-day warranty. This warranty only applies to used and demonstration instruments sold by METROHM USA. METROHM USA does not warranty the calibration of any instrument. If a product is purchased in the United States or Canada and moved outside the contiguous United States or the provinces of Canada, the warranty is voided unless agreement is made before the original purchase.

METROHM USA warranties are transferrable upon METROHM USA's receipt of written notification of transfer signed by the original customer. Such notification should include the serial number, model number, and the name, address and location of transferee. The transferee must agree in writing to METROHM USA warranty terms. Warranty transfer information should be sent via email to [warranty@metrohmusa.com](mailto:warranty@metrohmusa.com).

**Warranty Exclusions.** METROHM USA warranties do not apply to (a) normal wear and tear; (b) damage caused by accident, disaster or event of force majeure; (c) Customer misuse, fault or negligence; (d) causes external to the products such as, but not limited to, power failure, electrical power surges, exposure to corrosion, or abuse; (e); instruments sold as 'used' products that are identified as being sold without warranty; or (f) products manufactured in accordance with specifications Customer gave us. METROHM USA warranties do not apply to consumable or wearing parts, including but not limited to electrodes, glassware, columns, tubing, pistons, pump seals, and burets. All parts that are in direct contact with chemicals are not covered by warranty and are considered consumable due to normal wear. METROHM USA warranties do not cover, and may be voided by: (1) installation, removal, use, maintenance, storage, transportation, or handling of products in an improper, inadequate, negligent, or unapproved manner by Customer or any third party (including the carrier), such as, but not limited to, failure to follow our instructions, operating guidelines, or protocols, improper site preparation, operation outside of stated environmental or use specifications, operation or contact with unapproved software, materials, chemicals or other products, or in an inappropriate location; (2) improper or inadequate maintenance, repair, service, or calibration performed by Customer or an unauthorized third party; (3) unauthorized alteration or modification, improper use or operation of, or tampering with equipment outside of the specifications; (4) any use of replacement parts we have not supplied.

**Disclaimers.** The express warranties in this limited warranty statement are in lieu of all other warranties, whether express, implied, or statutory, regarding the products purchased from METROHM USA. METROHM USA expressly disclaims all such other warranties, including warranties of merchantability, fitness for a particular purpose, title, and non-infringement of third-party rights. Without limiting the foregoing, METROHM USA does not warrant that the operation of any software or instruments comprising the products will be uninterrupted or error-free.

**Limitation of Liability.** In no event shall METROHM USA, INC. be liable for indirect, incidental, exemplary, or consequential damages, or for loss of profits or loss of use arising from or related to any of the products or services from METROHM USA, INC. In no event shall any liability of METROHM USA, INC. arising in connection with any article sold hereunder (whether such liability arises from a claim based on contract, warranty, tort, indemnity, or otherwise) exceed the actual amount paid by BUYER to METROHM USA, INC. for such article. The remedies provided herein are BUYER'S sole and exclusive remedies, and METROHM USA, INC. shall not be liable for any other claim or damages of any kind related to the products or services.

**Intellectual Property.** The sale of equipment to Customer will in no way transfer to Customer any right of ownership in any patents, copyrights, trademarks, technologies, designs, specifications, drawings or other intellectual property incorporated into the equipment. METROHM USA grants Customer a non-exclusive and non-transferable right to use any software provided for Customer's internal purposes only. Customer may not reverse engineer, decompile, or disassemble any software licensed from METROHM USA.

**Indemnification.** Customer agrees to indemnify, defend and hold harmless METROHM USA and its directors, officers, employees, agents, successors, assigns, and related companies (separately and collectively, the "Indemnitee") from and against any and all third-party liabilities, claims, demands, losses, damages, costs and expenses (including reasonable attorneys' fees) which may be assessed against or incurred by Indemnitee relating to or arising out of (a) any negligence, grossly negligent or intentional misconduct or omission of Customer or its directors, officers, employees, agents, successors and assigns in connection with the provision or use of Equipment, except to the extent caused by the negligent, grossly negligent or intentional misconduct or omission of Indemnitee; or (b) any material breach of these Terms or any Agreement between Customer and METROHM USA.

**No Customer Assignment.** Customer may not assign or delegate any of its rights or obligations under any of these Terms and any Agreement between Customer and METROHM USA without the prior written consent of METROHM USA. Any attempted assignment or delegation in violation of this paragraph shall be null and void.

Parties Bound. These Terms and any Agreement between Customer and METROHM USA shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

**Force Majeure.** METROHM USA will not be responsible or liable for failing to perform our obligations under these Terms and any Agreement between Customer and METROHM USA to the extent caused by circumstances beyond our reasonable control. In certain situations, we may use our reasonable judgment and apportion products then available for delivery fairly among our customers.

**Governing Law; Enforceability.** The rights and obligations of the parties and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Florida, and the federal laws of the United States applicable therein, excluding their conflicts of law principles. In the event that any of the provisions of this quotation shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions of this quotation shall remain in full force and effect, provided that in such event the parties agree to negotiate in good faith substitute enforceable provisions which most nearly effect the parties intent in agreeing to be bound by this quotation. Headings are for convenience only and shall not be used in the interpretation of these Terms.

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