

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Quotation Form

Price Quotation Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

VENDOR #1 Name: Grainger Person Contacted: Michael Charles
 Phone #: 1-956-566-0388

Item #	Description of Items	Quantity	Price Per unit	Total Amount
1	Dry Ice machine-Pelletizer	1	40,000.00	40,000.00
2	Dry Ice machine-Plate ID	1	2,443.51	2,443.51
3	Dry Ice machine- Machine Base Spare Parts	1	1,876.47	1,876.47
4	Commissioning and Training			
5	Shipping/Freight			
6				
TOTAL:				44,319.98

VENDOR #2 Name: Cold Jet Person Contacted: Geno Cooke
 Phone #: 1-513-716-6310

Item #	Description of Items	Quantity	Price Per unit	Total Amount
1	Dry Ice machine-Pelletizer	1	38,650.00	38,650.00
2	Dry Ice machine-Plate ID	1	195.00	195.00
3	Dry Ice machine- Machine Base Spare Parts	1	2,700.00	2,700.00
4	Commissioning and Training	1	2,900.00	2,900.00
5	Shipping/Freight	1	2,000.00	2,000.00
6				
TOTAL:				46,445.00

VENDOR #3 Name: ASCO Carbon Dioxide Inc. Person Contacted: Thomas Gardner
 Phone #: 1-404-391-5555

Item #	Description of Items	Quantity	Price Per unit	Total Amount
1	Dry Ice machine-Pelletizer	1	28,964.48	28,964.48
2	Dry Ice machine-Plate ID	1	1,570.61	1,570.61
3	Dry Ice machine- Machine Base Spare Parts	1	1,200.00	1,200.00
4	Commissioning and Training	1	2,619.00	2,619.00
5	Shipping/Freight		271.28	271.28
6				
TOTAL:				34,625.37

Recommendation: ASCO Lowest quote price and base of building desgin

Requested by: *V. Cito* 8-11-23
 (USE BLUE INK) Date

UCP APPROVAL
Division Manager or Director

Guadalupe Yucica 8/11/23
 (USE BLUE INK) Date



URBAN COUNTY PROGRAM

1916 TESORO ST. • PHARR, TEXAS 78577 • (956) 787-8127 FAX (956) 318-2988 • E-MAIL:ucp@co.hidalgo.tx.us

REQUEST FOR QUOTE

Project Name: CDBG-CV HC Health Facility Improvements

Hidalgo County Urban County Program is requesting a quote for the procurement of one (1) Dry Ice machine with Ice pelletizer, base and extruder plate.

All quotes must contain a price and terms of a delivery date with a validity period of at least forty five (45) days. If you are unable to provide us with a quote please indicate so in writing.

All questions or discussions on this request for quotation must be directed to:
Lupita V. Garcia, CDBG Division Manager.

All quotes must be submitted no later than **Monday, August 31, 2023 by 3:00 pm**

Note: Notice of tax exempt (if selected) tax exempt form shall be provided.

Contact: Lupita V. Garcia, UCP CDBG Division Manager	Phone: (956) 787-8127 x 2237 Email: guadalupe.garcia@co.hidalgo.tx.us		
Description	Qty.	Unit Price	Extended Price
Dry Ice Machine- Pelletizer	1	40,000	40,000
Dry Ice Machine- Extruder Plate ID/wooden box	1	2,443.51	2,443.51
Dry Ice Machine- Machine Base/ spare parts	1	1,876.47	1,876.47
Commissioning and Training	1	0	0
Shipping/Freight	1		
Total			44,319.98

Michael Charles

08/11/2023

Representative Name

Date

Michael.charles@grainger.com

956-566-0388

Email Address

Phone



Customer Quotation.

Ship To:	Information
HIDALGO COUNTY HEALTH DEPARTMENT	Grainger Quote Number 2054382024
1304 S 25TH AVE	Print Date 05/23/2023
EDINBURG, TX 78542	Customer Account 863163945
US	Department Number
Shipper Account:	Contact Name RIGOBERTO HINOJOSA
	Contact Phone 9563836221
	Contact Fax 9563833229
	Contact Email rigoberto.hinojosa@hchd.org
	Customer PO quote
	Customer Job Name

eQuote Information: OMNIA CONTRACT #192163

Quote 2054382024 has been delivered to Grainger websites and Rigoberto Hinojosa has been notified via email that the quote is available for on-line purchasing.

Comments:

Line	Description	MFG Part No	Lead Time Bus.days	Qty.	Unit	Quote Price	Extended Price
10	DRY ICE PELLETIZER TYPE A55P-D3-USA Mfr Brand Name ASCO Customer Part No.: Carrier: 11111 - DEFAULT CARRIER Cost expiration date: 06/30/2023 Taxable: NO	900109	3	1	EA	40,000.00	40,000.00
20	EXTRUDER PLATE D16 A30/A55P Mfr Brand Name ASCO Customer Part No.: Carrier: 11111 - DEFAULT CARRIER Cost expiration date: 06/30/2023 Taxable: NO	4044516	3	1	EA	2,443.51	2,443.51
30	MACHINE BASE FOR A55P/A30P , 600 MM US MADE	ASCO- 4044515	3	1	EA	1,876.47	1,876.47

Thank You!

WW GRAINGER INC
McAllen TX
921 E. Pecan Blvd.
McAllen TX 78501-5710

800-Grainger
www.grainger.com



Customer Quotation.

Information

Grainger Quote Number	2054382024
Print Date	05/23/2023
Customer Account	863163945
Page	2 / 2

Mfr Brand Name ASCO
 Customer Part No.:
 Carrier: 11111 - DEFAULT CARRIER
 Cost expiration date: 06/30/2023
 Taxable: NO

40		A55P	1	EA	0.00	0.00
----	--	------	---	----	------	------

-- NO QUOTE -- SEE ITEM NOTES FOR
 DETAILS --ASCO DRY ICE PELLETIZER A55P

Mfr Brand Name ASCO
 Customer Part No.:
 Cost expiration date:
 Taxable: NO

Total Sell Price in USD	44,319.98
-------------------------	-----------

This is not an invoice. Changes to product or quantities may result in different pricing. Availability and lead times are subject to change and can be confirmed at order placement. Additional lead time may apply for AK and HI. Unless otherwise stated, these items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with U. S. export control. Contact Sales Rep. or Grainger branch listed below for questions, order placement or to submit a new request. RETURN POLICY: Sourced Product is subject to the manufacturer's return policy and may not be returnable. Please contact Grainger at Customer Care at 1-800-GRAINGER (472-4643) to verify whether your Sourced Product item(s) can be returned. A restocking fee and other charges may apply. Returned Sourced Product must be in new/unused and in original packaging. Customer is responsible for return shipping costs for Sourced Products. No cancellations, refunds or credits are allowed for items marked in Sourced Product quotations or invoices as "Non-Cancellable" or "Non-Returnable".

Thank You!
 WW GRAINGER INC
 McAllen TX
 921 E. Pecan Blvd.
 McAllen TX 78501-5710

800-Grainger
 www.grainger.com



URBAN COUNTY PROGRAM

1916 TESORO ST. • PHARR, TEXAS 78577 • (956) 787-8127 FAX (956) 318-2988 • E-MAIL:ucp@co.hidalgo.tx.us

REQUEST FOR QUOTE

Project Name: CDBG-CV HC Health Facility Improvements

Hidalgo County Urban County Program is requesting a quote for the procurement of one (1) Dry Ice machine with Ice pelletizer, base and extruder plate.

All quotes must contain a price and terms of a delivery date with a validity period of at least forty five (45) days. If you are unable to provide us with a quote please indicate so in writing.

All questions or discussions on this request for quotation must be directed to:
Lupita V. Garcia, CDBG Division Manager.

All quotes must be submitted no later than **Monday, August 31, 2023 by 3:00 pm**

Note: Notice of tax exempt (if selected) tax exempt form shall be provided.

Contact: Lupita V. Garcia, UCP CDBG Division Manager	Phone: (956) 787-8127 x 2237 Email: guadalupe.garcia@co.hidalgo.tx.us		
Description	Qty.	Unit Price	Extended Price
Dry Ice Machine- Pelletizer	1	38,650.00	38,650.00
Dry Ice Machine- Extruder Plate ID/wooden box	1	195.00	195.00
Dry Ice Machine- Machine Base/spare parts	1	2,700.00	2,700.00
Commissioning and Training	1	2,900.00	2,900.00
Shipping/Freight	1		2000.00
Total			46,445.00

Geno Cooke

08/11/23

Representative Name

Date

gcooke@coldjet.com

1-513-716-6310

Email Address

Phone

SALES PROPOSAL

Dry Ice Production Equipment

Hidalgo County Health & Human Services

August 10, 2023

Veronica Cuate

Prepared By:
Geno Cooke
Cold Jet LLC (Loveland)

Americas. EMEA. Asia-Pacific.
+1 800 337 9423 • +32 (0) 13 53 95 47 • +81 3 6869 2665
www.coldjet.com/offices



PUTTING RECYCLED CO₂ TO WORK SUSTAINABILITY OF DRY ICE



Utilize recycled CO₂ as dry ice for a cooling and cleaning medium. From keeping temperature sensitive products cold to removing contaminants from industrial equipment, dry ice is the most sustainable solution on the market.

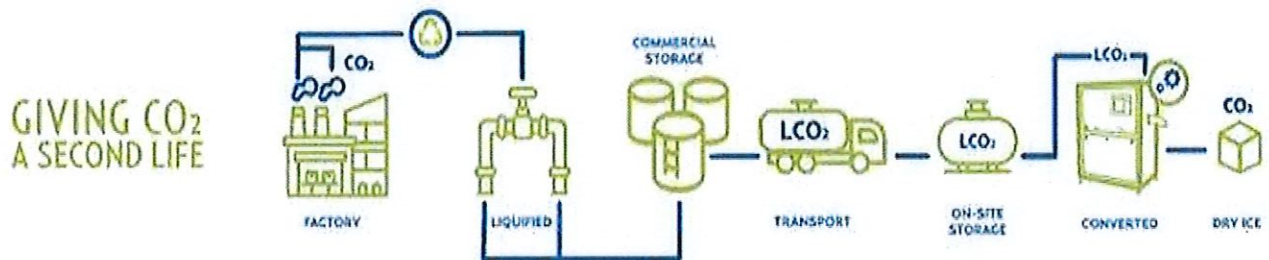
IMPROVE ESG SCORES WITH DRY ICE

- WATER FREE
- WASTE FREE
- CHEMICAL FREE
- REDUCE EMISSION
- RECYCLED PRODUCT

Due to the fact the dry ice is recycled CO₂, it will not contribute to your greenhouse gas score. In the calculation of a carbon footprint, CO₂ is accounted for at the producer level. It is not counted a second time at the point of use

NO ADDITIONAL EMISSION SCORING

California Air Resources Board



Dry ice is based on the conversion of carbon dioxide (CO₂) into a value added, commercially useful product. It's the product of a carbon capture and utilization (CCU) process in which CO₂ is captured from ambient air or at industrial and bio gas facilities, recycled, and converted to dry ice – giving it a second life as a cooling and cleaning medium.

CLEANING WITH DRY ICE

REDUCE OR ELIMINATE WATER USE

- 40%** - estimated amount of water used at industrial facilities for sanitation
- 60%** - average cost of water increases from 2010-2019 in 30 largest US cities

REDUCE LANDFILL WASTE

Dry ice eliminates single use brushes, pads, and rags that end up in landfills

REDUCE OR ELIMINATE CHEMICAL USE

Eliminate downstream contamination, reduce GhG scores, and improve work safety by removing solvents

INCREASE ENERGY EFFICIENCY

Dry ice blasting enables more frequent cleanings, which ensures heavy machinery is operating at peak performance

COOLING WITH DRY ICE



Refrigerated vs Standard Delivery Vehicles:
 Release **18%** more N₂O emissions
 Consume **15%** more fuel



Replace resource intensive and waste generating gel packs



Continuously sublimates and loses weight during transit, increasing fuel efficiencies

Cold Jet is pleased to present you with this proposal for your review.

Thank you for considering Cold Jet's dry ice technology solutions.

Cold Jet's dry ice technology solutions will help you solve real problems

Our environmentally responsible cleaning, surface preparation, parts finishing, and dry ice production equipment provides tangible value to our customers by helping them:

- Reduce operating costs
- Improve product quality
- Increase productivity
- Increase production capacity

Cold Jet's technology has been tested and proven across our global installed base of 15,000+, which includes some of the largest companies in the world across a multitude of industries. Our products are designed to provide our customers with definable, cost-based competitive advantages.

We provide incomparable value through our machines and services

Cold Jet machines are engineered and manufactured to be the highest performing, most efficient, and most durable dry ice cleaning and dry ice production machines available.

Preserving the integrity of our machines is of paramount importance to maintaining their durability. That's why we have invested heavily in our customer service platform. Our team will ensure that each customer's investment retains its quality and high performance throughout its life span.

We don't just provide the machine. Cold Jet offers a complete solution for every application.

The global leader

Cold Jet is the global leader in dry ice technology. We hold over 100 global patents, including the original patent for dry ice blasting. Since 1986, we have been setting the industry standard for quality, performance and reliability.

We are confident that the proposed package will meet your needs and provide your company value. We look forward to partnering with you. Please let us know if you have questions.

August 10, 2023



Cold Jet LLC (Loveland)
455 Wards Corner Road
Loveland, OH 45140, USA
+1 513-716-6310 ph

Hidalgo County Health & Human Services Department

1304 S 25th Ave
Edinburg, TX 78539
USA

Dear Veronica,

Based on our recent communication, we are very pleased to submit this proposal for a Cold Jet Dry Ice Manufacturing System: PE80 with production capacity up to 80 kg/h of 16 mm dry ice pellets.

We hope the enclosed quotation complies with your expectations. If you need any further information, we will be pleased to assist you.

Geno Cooke

Cold Jet LLC (Loveland)
455 Wards Corner Road
Loveland, OH 45140
USA
gcooke@coldjet.com
+1 513-716-6310 (direct)

Product Configuration

Part Number	Details	Qty	Price	Extended Price
2A0659	PE80 PELLETIZER; 480 V	1	\$38,650.00	\$38,650.00
PE800014	DIE, PLATE, 16mm	1	INCL	INCL
2K0435	PACKAGING, PE50/PE80, WOODEN BOX; 2K0435	1	\$195.00	\$195.00
SHIP	SHIPPING & HANDLING	1	\$2,000.00	\$2,000.00
81671-001	SPARE PARTS KIT, PE50 / PE80; 81671-001	1	\$2,700.00	\$2,700.00
TRAIN-INSTALL	COMMISSIONING & TRAINING	1	\$2,900.00	\$2,900.00
Total:				\$46,445.00

Product Details



PE80 PELLETIZER

Cold Jet's new PE Series Pelletizers are a cost-effective and efficient solution for businesses that need to produce small quantities of dry ice on a regular basis.

Features

- In-House Dry Ice Production: Streamline Your Business
- A Beginner-Friendly Solution: Easy to Operate. Easy to Maintain.
- Produce Dry Ice in Multiple Locations or in Limited Spaces
- LCO2 Storage Options Galore: Our Fully Compatible Pelletizers.

Proposal Terms and Conditions

1. PRICE CONDITIONS

- All prices are in USD.
- Applicable sales tax, duties, and shipping are not included.
- **Price does not include coordination or expenses of the following: (a) sub-contractors and/or vendors; (b) liquid CO₂ tank and line installation; (c) equipment unloading and rigging; (d) electrical installation; and (e) CO₂ safety equipment.**
- The price does not include Travel and Living expenses, to be billed separately at cost.

2. TERMS OF PAYMENT

- 40% when ordering
- 50% upon shipment
- 10% upon customer's acceptance, however not later than 30 days after delivery

3. DELIVERY TERMS

- 16-20 weeks after Cold Jet's acceptance of a purchase order, including technical specifications and commercial terms, AND Cold Jet's receipt of the required down payment. Shipping time not included.
- Estimated delivery is set at 16-20 weeks. But due to the global chip shortage and availability of such components, a final delivery date will be communicated after the PO is issued.

4. VALIDITY OF THE QUOTATION

- The quotation is valid 30 days from date of issue.

5. SCOPE CHANGE

- Cold Jet reserves the right to re-price the proposal in the event of a "Scope Change." Scope Change is defined as a client-directed alteration that requires a modification in the cost or schedule of a project. Common types of scope changes include but are not limited to: (a) engineering change, (b) quantity change, (c) support change, and/or (d) schedule change.

6. PREVENTATIVE INSPECTION

- Preventative Inspection is required after the first 1000 working hours, or at latest after 12 months. Subsequently, it is required every 2000 hours or 18 months, whichever comes first, or according technical service manual.

7. CONFIDENTIALITY

- This quotation, together with related information, is to be considered confidential, and the quotation is not valid if handed over to a third party without Cold Jet's written approval.

8. EXCLUSIONS

- Our offer does not include:
 - i) Hydraulic oil for pelletizer: Standard Technical Mobile DTE 10 Excel 46 Food Grade / FDA Mobil DTE FM 46(1) PR120H: 21.1 Gallon/80 Liter

- (2) PR350H: 47.6 Gallon/180 Liter
- (3) PR750H: 52.8 Gallon/200 Liter
- ii) Additional costs if the installations and preparations are not made according to the plan.
- iii) Services not listed in the Price section, which should be considered as additional and outside the scope of this proposal.
- iv) Coordination or expenses of the following: (a) sub-contractors and/or vendors; (b) liquid CO₂ tank and line installation; (c) equipment unloading and rigging; (d) electrical installation; and (e) CO₂ safety equipment.
- Please note that the removal of air and CO₂ may be subject to local legislation, and that if the air and CO₂ are led directly into the open, filtration facilities may be required. Such filtration facilities are not part of Cold Jet's scope of delivery.

9. RESPONSIBILITY OF THE CUSTOMER

- Installation and supply of electricity to the switch board.
- Installation and supply of liquid CO₂.
- Installation of pipeline for CO₂ degassing.

Cold Jet's standard terms and conditions of sale shall apply. See included copy.

See Warranty section of this proposal for warranty terms.

ALL SALES ARE FINAL UPON SHIPMENT UNDER A VALID CUSTOMER PURCHASE ORDER.

Warranty Policy

Cold Jet, LLC® (“CJ”) warrants its products (“Equipment”) provided under this Agreement to be free from defects in materials and workmanship for a period of 12 months or 2,000 operation hours, whichever comes first (90 days for used equipment), under normal use, maintenance and service as stipulated in the Operator’s Manual, Commissioning, and Operator Training. At the discretion of CJ, failure to complete Installation, Commissioning, and Operator Training shall result in forfeit of warranty rights. CJ warrants that the equipment will be in good working order on the Date of Shipment and will conform to CJ’s official published specifications.

The warranty period is 12 months or 2,000 operation hours, whichever comes first (90 days for used equipment) for CJ manufactured Equipment. Original Equipment Manufacturers’ warranties provided by CJ on equipment purchased under this Agreement not manufactured by CJ will be passed through to the Buyer. The warranty period commences on the Date of Shipment of the Equipment.

CJ’s liability is limited to repairing or replacing, at its option, any covered part of its Equipment which CJ has determined to be defective. Said repair or replacement will be made by CJ or its authorized representative (“Authorized Personnel”) free of charge to the Buyer during the warranty period. Any replaced part will become the property of CJ. If, after repeated efforts, CJ is unable to restore its Equipment to good working order, or to replace the defective parts, all as warranted, CJ may replace the Equipment in its entirety at its discretion. Any claim must be made in writing to CJ within 30 days after the defect is discovered and any claim not made within that period shall be deemed waived or released and denied.

Warranty service provided under this Agreement does not assume uninterrupted operation of the Equipment. The suitability of the equipment for the purpose intended is not included in the warranty.

This warranty shall not apply and CJ shall not be responsible nor liable for:

- a) Consequential, collateral or special losses or damages;
- b) Equipment conditions caused by abnormal conditions of use, accident, neglect or misuse of Equipment, improper storage or handling, or damages resulting during shipment as determined by CJ;
- c) The replacement of normal wear items, including but not limited to air, blast and whip end hoses;
- d) Deviation from the Equipment’s prescribed maintenance programs, replacement parts, operating instructions, specifications or other terms of sale;
- e) Improper application of the product.

In order to comply with the terms of this Warranty Policy, and for safety reasons, repairs other than those stated above require special equipment and therefore must be made by Authorized Personnel. The liability of CJ under the terms of the UL, CSA, CE, or other applicable regulatory standards governing product performance and safety may become invalid if Buyer or persons other than Authorized Personnel make repairs with spare parts not identical to the parts for the Original Equipment, if repairs are carried out by persons other than Authorized Personnel, or if repairs are unsatisfactory due to lack of special equipment. In such cases, CJ’s liability will be solely confined to manufacturing defects or errors made prior to the Equipment being delivered to Buyer and before such unauthorized repairs or replacements were made.

In no event shall CJ be liable for claims, whether arising from breach of contract or warranty of claims of negligence or negligent manufacture, in excess of the purchase price.



Cold Jet LLC (Loveland)
455 Wards Corner Road
Loveland, OH 45140, USA
+1 513-716-6310 ph

THIS WARRANTY IS THE SOLE WARRANTY OF CJ AND ANY OTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE, WHETHER EXPRESS OR IMPLIED BY LAW, FACT, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ARE HEREBY SPECIFICALLY EXCLUDED.

Payment Options

Credit Cards: Mastercard, Visa, Discover, and American Express

Wire Transfer/ACH: PNC Financial Services
Treasury Management
201 East Fifth Street, 3rd Floor (B1-BM01-03-1)
Cincinnati, OH 45202
PH: (513) 651-8655
Fax: (513) 651-7547
susan.hanson@pnc.com

Routing # 041000124
Account # 4105 764 187
SWIFT Code: PNCCUS33
Canadian BN: 84518 6766 RT0001

Check: Cold Jet, LLC
7907 Solution Center
Chicago, IL 60677-7009

Financing: Envision Capital Group
Ryan McQuitty
(949) 225-1706
ryanm@envisioncapitalgroup.com

Tax ID

Cold Jet Tax ID#: 20-0229498

Standard Terms and Conditions of Sale

By accepting this proposal by signing it directly or by issuing a Purchase Order for the equipment presented in this proposal, Customer is agreeing to the following Terms and Conditions in this proposal:

- 1) **GENERAL:** Any quotation, contract or acceptance of order issued by Cold Jet, LLC, Inc. (the "Company") in relation to the sale or supply of goods of any description shall, unless otherwise specifically agreed in writing by an authorized officer or agent of the Company, be subject to the following terms and conditions. No variation of these terms and conditions shall be effective or binding upon the Company unless it is in writing and signed by an authorized officer or agent of the Company.
- 2) **CONDITIONS:** These terms and conditions subject to and together with any specific terms set out on the attached quotation or acceptance of order or in any other document issued by the Company and specified in the attached quotation or acceptance of order, shall constitute the entire contract between the Company, and the Purchaser. Acceptance of any quotation shall be limited to the terms of the quotation including these terms and conditions. Where these terms and conditions are submitted in response to or in acceptance of an order, acceptance is conditional on Purchaser's assent to these terms and conditions. These terms and conditions shall override and supersede any previous agreement or arrangement between the Company and the Purchaser in relation to the subject matter of the quotation, contract, or order, and in particular shall override and exclude any terms or conditions at any time imposed by the Purchaser.
- 3) **WARRANTY:** The Company's standard Warranty Policy shall be the sole and exclusive warranty of the products, as provided therein. At the discretion of the Company, Purchaser's failure to complete Installation, Commissioning, and Operator Training shall result in forfeit of warranty rights.
- 4) **DISCLAIMER OF WARRANTY, OTHER PRODUCTS:** Any separately listed item of the product(s) which is not a Cold Jet, LLC branded product is not warranted by the Company, and shall be covered only by the express warranty, if any, of the manufacturer thereof. As between Purchaser and the Company, such products are sold AS IS, and NO IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS IS GIVEN AND NO OTHER WARRANTY IS GIVEN EXTENDING BEYOND THE DESCRIPTION ON THE FACE OF THE COMPANY'S QUOTATION OR ACCEPTANCE FORM. The Company will in respect of such goods use reasonable efforts to pass on to the Purchaser the benefit of any guarantee provided by the manufacturer or supplier of such goods but not so as to impose on the Company any liability in respect thereof.
- 5) **SPECIFICATIONS, DESCRIPTIONS AND PERFORMANCE:** All specifications, drawings and particulars of weight and dimensions submitted with the Company's quotations are approximate where tolerances are not shown. Any data, printed matter, designs, drawings, specifications, advertisements, or catalogues supplied to the Purchaser before or after the date of order are subject to alteration without notice and represent only a general guide to the goods and services described therein. All such documents or data are not representations or warranties of fact nor shall they form the basis of any contract.
- 6) **PRICE VARIATIONS:** The Company shall have the right to increase contract prices to reflect any increase in costs arising after the date of any quotation as a result of: any alteration in or addition to the Purchaser's requirements; the Purchaser's instructions or lack of instructions; any interruptions, delays, overtime work, mistakes, alterations arising from the work of other contractors found to be outside agreed tolerances, delays caused by other contractors, and any other cause for which the Company is not directly responsible; any increase in any tax, duty or levy imposed on goods and services which affect contract prices in any manner. All quotations are subject to availability of goods and materials.
- 7) **SHIPMENT AND DELIVERY:** Terms of delivery are F.O.B. point of shipment. Risk of loss and title shall pass to Purchaser upon delivery of product to the carrier. Unless specifically otherwise set forth, prices do not include the cost of freight, or cost or charges for insurance or any production, sales, use, transfer, transportation, excise or other tax, tariffs, or custom duties, and Purchaser shall pay directly or be charged by Company for all such costs and/or charges in addition to the price(s) of the product supplied hereunder and Purchaser shall be obligated to pay such charges and costs on the same terms as apply to payment of the price(s) hereunder. The Company may make partial shipments.
- 8) **DELAYS:** Times quoted for shipment or delivery are to be reckoned from the date of the Company's official acceptance of the Purchaser's order, or (if late) from the date of receipt of all information necessary to enable the Company to proceed forthwith. Any date given by the Company for delivery of goods or completion of services is given as an estimate only and shall not constitute a term of any contract between the Company and the Purchaser and any delay in delivery or completion shall not constitute a breach of contract. While the company will use reasonable efforts to meet such estimates, it reserves the right to amend given dates without prior notification. The Company shall under no circumstances be liable for any direct or indirect or special, incidental or consequential losses, costs or penalties incurred or suffered by the

Purchaser as a result of the Company's inability or failure for any reason to meet specified delivery or installation dates. Unless otherwise specifically expressed, partial shipments shall be deemed acceptable.

- 9) **STORAGE:** Any item of the product(s) on which manufacture or shipment is delayed by causes within Purchaser's control, or by causes which affect Purchaser's ability to receive the product(s), may be placed in storage by the Company for Purchaser's account and risk, either at the Company's own facility or elsewhere on the Purchaser's behalf and all resulting charges for storage, insurance, transport or demurrage (including the Company's charge for storage) and incidental expenses shall be payable by the Purchaser. The goods may be invoiced on the day they are put into storage, and for the purposes of payment by the Purchaser and the Company's liability hereunder, the goods shall be deemed to have been delivered and the risk of loss shall pass to the Purchaser on that day.
- 10) **GOODS IN TRANSIT:** The Company shall not be liable for any loss or damage to goods in transit or for any shortage on delivery. The Company will use all reasonable efforts to pass to the benefit of any claim the Company may have against any carrier provided the Purchaser (a) gives to the Company and to the carrier written notice of damage or shortage within three days of the date of arrival of the goods (b) complies with all conditions imposed by the carrier and (c) takes such other steps (including where applicable giving shorter notice to the carrier) as are necessary to preserve a claim against the carrier.
- 11) **TERMS OF PAYMENT:** If Company, in its sole discretion, determines Purchaser is credit worthy, terms of payment are net cash 30 days. Otherwise, payment terms are as agreed to by Company and Purchaser. A service charge of 1.5% per month will be added to all Past Due accounts.
- 12) **AUTOMATIC RENEWING SUBSCRIPTION:** By purchasing a Cold Jet CONNECT subscription, you agree that your annual subscription will automatically renew on each anniversary of the date of your initial purchase and will continue to renew on that basis unless you cancel at least thirty (30) days before the end of the initial subscription period or any subsequent subscription period. Any cancellation shall be in writing, emailed to service@coldjet.com and having been acknowledged in writing by a Cold Jet customer service representative. In the absence of receiving a notice of cancellation with 30 days' notice or more, your subscription will renew for another year and you acknowledge your obligation to pay for the next one-year subscription period at our then current list price.
- 13) **TITLE AND RISK OF LOSS:** Title to the product(s) and risk of loss or damage shall pass to Purchaser at the F.O.B. point.
- 14) **DEFAULT BY CUSTOMER:** If Purchaser fails to pay when due any amount on any invoice issued in connection with this order, fails to pay when due any amount owing to the Company under any other contract or instrument, is in

breach of any of Purchaser's obligations to the Company under this or any other contract, or if the financial or business condition or responsibility of the Purchaser shall become impaired or unsatisfactory to the Company, the Company reserves the right, at the Company's option, to cancel the order without liability to Purchaser, suspend work on the order and/or future orders and/or withhold delivery of all or part of the product subject hereto, in all cases without prejudice to any other legal or equitable remedy, until past due payments are made and satisfactory assurance of payment is received. Purchaser agrees to pay the Company the cost of collection of overdue invoices, including, without limitation, attorneys' fees. The Company retains a security interest in all goods delivered under this order to secure payment of amounts due in respect thereof, and Purchaser hereby grants to Buyer a limited and irrevocable power of attorney to execute and record any notice financing statements with respect to such goods or products that the Company deems are reasonably necessary. The Company shall, in addition to the rights and remedies herein set forth, be entitled to all rights and remedies provided for in the Uniform Commercial Code and other applicable law as from time to time amended, and at equity.

- 15) **LIMITATIONS OF LIABILITY:** Purchaser agrees that (1) any technical advice, information, suggestions, or recommendations given to Purchaser by the Company or any representative of the Company with respect to the product or the suitability or desirability of the product for any particular use or application are based solely on the general knowledge of the Company, are intended for information guidance only, and do not constitute any representation or warranty by the Company that the product shall in fact be suitable or desirable for any particular use or application; (2) Purchaser takes sole responsibility for the use and applications to which the product is put and Purchaser shall conduct all testing and analysis necessary to validate the use and application to which Purchaser puts the product for which use or application of the product was recommended by others; and (3) the characteristics, specifications, and/or properties of the product may be affected by the processing, treatment, handling, and/or manufacturing of the product by Purchaser or others and the Company takes no responsibility for the nature or consequence of such operations or as to the suitability of the product for the purposes intended to be used by Purchaser or others after being subjected to such operations. The Company shall in no event be liable in respect of this order and/or product delivered on account of this order for any amount greater than that paid to the Company on account of this order.
- 16) **SEPARATE ITEMS:** The Company may if it so elects treat each item separately priced on a quotation as the subject of a separate contract and in such case these terms and conditions shall apply independently to each item.

- 17) **WAIVER:** Any express or implied waiver by the Company of any term or condition of this contract or of any breach or default by the Purchaser may be terminated by the Company at this time. No such waiver shall constitute a continuing waiver nor shall it prevent the Company from acting upon that or any subsequent breach or default or from enforcing any of these terms and conditions.
- 18) **COMPLIANCE WITH OFFICIAL REQUIREMENTS:** The Company will comply with all laws applicable to the Company. Compliance with OSHA or similar federal, state, or local laws during operation or use of the product(s) is the sole responsibility of the Purchaser.
- 19) **MANNER OF USE:** All uses and applications made of the product are solely at Purchaser's risk and Purchaser assumes all risk and liability resulting from use of the product delivered hereunder, whether used singly or in a combination with other products.
- 20) **NONCANCELLATION:** Purchaser may not cancel or terminate for convenience, or direct suspension of manufacture without the prior written consent of the Company. If the Company consents to the requested cancellation, termination, or suspension, Purchaser shall pay the greater of (i) all costs of materials, labor and associated overhead and shipping incurred to the date of such written approval; or (ii) a cancellation fee equal to 35% of the full price of the sale being terminated. If the sale covers product that must be manufactured especially for Purchaser and such change or cancellation is made, Purchaser shall take all completed goods at full price and all goods in process at cost plus pro-rata profit and Purchaser shall reimburse the Company for any loss on materials purchased or on contract for completion of the order. This includes, but is not limited to, all blanket orders, even those without firm release dates scheduled. Notwithstanding anything contained in this paragraph, if Purchaser's request to cancel, terminate, or suspend manufacture occurs within two weeks of a ship date that has been agreed upon by both Company and Purchaser, Purchaser shall pay for the sale in full.
- 21) **APPLICABLE LAW:** This contract and these conditions shall be construed according to and governed by the laws of Ohio.
- 22) **GENERAL:** Purchaser agrees to indemnify and hold the Company harmless from and against all reasonable fees, costs and other expenses incurred by the Company in enforcing any of the foregoing terms or provisions. All paragraphs and other headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of these conditions. Assignment may only be made with the consent of both parties.



Vendor Information Form

- As your vendor, it is important that we have your account properly set up and up-to-date in our systems. Please have your Buyer or Accounts Payable representative fill out this form.
- To facilitate quick and efficient processing of your order, **simply [click here](#) to fill out the form online**. You can also print this page, complete the following, then scan and email to gcooke@coldjet.com.

Bill To:

Ship To (if different than Bill To):

Company: _____

Address: _____

City/State/Zip: _____

Physical Address (if Bill To is a P.O. box):

Address: _____

City/State/Zip: _____

Accounts Payable:

Contact: _____

Phone: _____

Fax: _____

Email: _____

Sales Tax Exempt? Yes* No

**If yes, please attach a completed sales tax exemption certificate.*

Company Industry: Life Sciences

Cold Jet Account Manager: Geno Cooke



URBAN COUNTY PROGRAM

1916 TESORO ST. • PHARR, TEXAS 78577 • (956) 787-8127 FAX (956) 318-2988 • E-MAIL:ucp@co.hidalgo.tx.us

REQUEST FOR QUOTE

Project Name: CDBG-CV HC Health Facility Improvements

Hidalgo County Urban County Program is requesting a quote for the procurement of one (1) Dry Ice machine with Ice pelletizer, base and extruder plate.

All quotes must contain a price and terms of a delivery date with a validity period of at least forty five (45) days. If you are unable to provide us with a quote please indicate so in writing.

All questions or discussions on this request for quotation must be directed to:
Lupita V. Garcia, CDBG Division Manager.

All quotes must be submitted no later than **Monday, August 31, 2023 by 3:00 pm**

Note: Notice of tax exempt (if selected) tax exempt form shall be provided.

Contact: Lupita V. Garcia, UCP CDBG Division Manager	Phone: (956) 787-8127 x 2237 Email: guadalupe.garcia@co.hidalgo.tx.us		
Description	Qty.	Unit Price	Extended Price
Dry Ice Machine- Pelletizer	1	28,964.48	28,964.48
Dry Ice Machine- Extruder Plate ID	1	1,570.61	1,570.61
Dry Ice Machine- Machine Base/spare parts	1	1,200.00	1,200.00
Commissioning and training	1	2,619.00	2,619.00
Shipping/Freight	1	271.28	271.28
Total			34625.37

Thomas Gardner

08/11/23

Representative Name

Date

Thomas.gardner@ascoco2.com

404-391-5555

Email Address

Phone

ASCO Carbon Dioxide Inc.
 80-4 Industrial Loop North
 Orange Park FL 32073 US
 1-904-800-2794
 www.ascoco2.com



QUOTE

BILL TO	SHIP TO
Rigoberto Hinojosa	Rigoberto Hinojosa
Hidalgo County Health & Human Services	Hidalgo County Health & Human Services
1304 S. 25th Ave.	1304 S. 25th Ave.
Edinburg TX 78542 United States	Edinburg TX 78542 United States
(956) 383-6221 Ext. 7252	

QUOTE #	DATE
2053232814	2/9/2023
EXPIRATION	TERMS
9/10/2023	Yet to be Established

CREATOR
 Thomas Gardner

DESCRIPTION	QTY	P/UNIT	TOTAL USD
Dry Ice Machine:900109			
Dry Ice Pelletizer Type A55P-D3 - USA	1.00	28,964.48	28,964.48
Dry Ice Machine:4044516			
Extruder Plate D16 A30/A55P	1.00	1,570.61	1,570.61
Dry Ice Machine:ASCO-4044515			
Machine Base for A55P/A30P, 600mm US Made	1.00	1,200.00	1,200.00
Service:IOT-COR-1-6PM			
Product Introduction/Operator Training (Mid-West)	1.00	2,619.00	2,619.00

	SUBTOTAL	34,354.09
	SHIPPING	271.28
	USD	34625.37

-Freight not included
 -All applicable sales tax will apply if valid "Tax Exemption Form" is not received or on file.

GENERAL TERMS AND CONDITIONS OF ASCO CARBON DIOXIDE INC PART A / SALE OF MACHINERY & EQUIPMENT

1. General - Scope of Application

These General Terms and Conditions shall apply for all sales of machinery and equipment (the "Goods") by ASCO Carbon Dioxide Inc. ("ASCO") and together with the terms set forth in any offer, order confirmation or quote made by ASCO to the Customer (the "Quote") shall be the sole and exclusive terms for the sale of Goods. These terms prevail over any of customer's general terms and conditions of purchase regardless whether or when customer has submitted its purchase order or terms and all such terms are hereby rejected. Fulfillment of customer's order does not constitute acceptance of any of customer's terms and conditions and does not serve to modify or amend these Terms.

There exist no oral supplementary agreements. Any amendment of the contract shall be in writing.

Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

Offers of ASCO are non-binding unless otherwise agreed. The contract shall be deemed to have been entered into upon receipt of the written acknowledgement stating the acceptance of the order incorporating these Terms. In the event of immediate delivery, the order confirmation may be substituted by the delivery of the Goods in which case these terms shall apply.

2. Prices - Payment Terms

Customer shall purchase the Goods from ASCO at the price[s] (the "Price[s]") set forth in the Quote. Customer shall pay all invoiced amounts due to ASCO on receipt of ASCO's invoice in advance of shipment. Customer shall make all payments hereunder by wire transfer and in US dollars.

All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by customer. Customer shall be responsible for all such charges, costs and taxes; provided, that, customer shall not be responsible for any taxes imposed on, or with respect to, ASCO's income, revenues, gross receipts, personnel or real or personal property or other assets. Unless otherwise agreed the prices are EX WORKS (incoterms® 2010) from the premises stated in the order confirmation or in case the Goods are shipped from any other authorized production location EX WORKS from the respective production location. The EX WORKS prices do not include cost for packaging.

Customer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall reimburse ASCO for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which ASCO does not waive by the exercise of any rights hereunder), ASCO shall be entitled to suspend the delivery of any Goods if customer fails to pay any amounts when due hereunder and such failure continues for 10 days following written notice thereof.

Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with ASCO, whether relating to ASCO's breach, bankruptcy or otherwise.

3. Transfer of Risk

The risk of the Goods shall pass to the customer by the date of their leaving ASCO's facility, or any other place of loading, in case the parties have agreed on the delivery from such other location. If dispatch is delayed at the request of the customer or due to reasons beyond ASCO's control, the risk of the Goods shall pass to the customer at the time originally foreseen for their leaving ASCO's facility. From this moment on, the Goods shall be stored on the account and the risk of the customer.

4. Warranty

ASCO warrants that upon delivery the Goods comply with the specifications stipulated in the Quote for a period of 12 months from the date of delivery of the Goods. The limitation period for repaired or exchanged parts is 12 months from the date of repair or replacement, but not longer than 12 months after expiry of the original warranty period.

In the event of a breach, ASCO shall, upon written request of the customer (the "Notification of Defects"), undertake at ASCO's election to repair or replace any parts of the Goods which, before the expiry of the warranty period, proved to be defective due to bad material, faulty design or poor workmanship. Unless otherwise agreed, customer shall send defective supplies or parts thereof back to ASCO. Customer shall bear the costs for the deliveries. Notification of Defects must be given immediately upon discovery. If customer gives Notification of Defects and no defect is found for which ASCO is liable, ASCO shall be entitled to compensation for the costs incurred as a result of the Notification of Defects. ASCO shall not be liable for damage due to (i) natural wear and

tear, (ii) application of the Goods for other than the intended purpose, (iii) incorrect set up and installation, (iv) deviations from the installation instructions or product documentation, (v) improper handling or inadequate maintenance, or (vi) failure to observe the operating instructions. Moreover, ASCO's liability shall not cover defects which result from errors or omissions in documentation, material or work which has been supplied or performed by the customer.

If the corrections of defects fail completely or in part, customer may claim a reasonable reduction of price. If, however, the defects are of such importance that they cannot be remedied within reasonable time and provided the Goods cannot be used for their specified purpose, or if such use is materially impaired, customer's sole and exclusive remedy shall be to refuse acceptance of the defective part or, if partial acceptance is economically not justified, customer may terminate the contract. In such case ASCO's sole liability shall be to reimburse the sums which have been paid to him for the parts affected by the termination. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 4 ASCO MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY. Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 4. For the avoidance of doubt, ASCO MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

5. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ASCO BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR PERSONAL INJURY OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT ASCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL ASCO'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE CONTRACT VALUE FOR THE GOODS SOLD HEREUNDER.

6. Retention of Title

ASCO retains title to all goods delivered until full payment. Customer shall not be entitled to sell or encumber the goods before full payment without ASCO's written approval.

7. Packaging and Freight

Subject to availability, the Goods will be delivered within a reasonable time after the receipt of customer's purchase order. ASCO shall not be liable for any delays, loss or damage in transit.

In case ASCO has accepted to send the Goods to the customer's premises, ASCO shall deliver the Goods properly packed to the carrier. Unless otherwise agreed freight insurance will then be procured by ASCO for any delivery. Costs of freight and freight insurance will be invoiced to the customer in addition to the EX WORK prices.

In case ASCO has accepted to send the Goods to the customer's premises, ASCO shall also organize the compliance with any export regulations. Import and transit regulations including any related costs shall be within the responsibility of the customer.

Insofar as machinery is over-large for shipment in one piece, ASCO may split the machinery system into different components for boxing.

8. Product Documentation and Instruction Manuals

The Goods will enclose a comprehensive Product documentation with detailed information on the installation, necessary utility specifications as well as instructions on the use of the Goods including maintenance instructions.

If not stipulated otherwise in the Quote, setup and installation of the Goods is not within the responsibility of ASCO. For set up and installation, customer shall use only such utilities for the goods which comply with the utility specifications set forth within the provided Product documentation (such as the compliance with necessary fuel specifications, chemicals and water specifications).

9. Assignment

Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of ASCO. Any purported assignment or delegation in violation of this Section 9 is null and void. No assignment or delegation relieves customer of any of its obligations under this Agreement.

10. No Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these terms.

11. Acts of God

All acts of God, not within the reasonable control of the Parties, such as but not limited to, war, insurrection, strikes, lockout, earthquake, fire, explosion, storm, flood, energy shortage, etc., will release the Party affected by an act of God from fulfilling its contractual obligations for the duration and extent of the consequences of such acts of God. The Party affected by an act of God under the terms of this provision shall in any event endeavor to the best of its ability to remove the disruptions hindering the fulfillment of its contractual obligations. The forgoing shall not apply to the payment of any monies owing hereunder.

In any event of Act of God the party affected by such event shall immediately inform the other party of such occurrence. The notification shall include an estimate how long such event of outage will remain.

12. Governing Law and Jurisdiction

All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

Any dispute arising out of or relating to this contract, including the breach, termination or validity thereof, shall be finally resolved by arbitration in accordance with the commercial rules for the American Arbitration Association or the International Institute for Conflict Prevention and Resolution ("CPR") Rules for Administered Arbitration. The arbitration shall occur in Jacksonville, Florida before three arbitrators. The arbitrators shall permit limited discovery and shall issue a written reasoned award within thirty (30) days of the conclusion of the hearing.

13. Amendment and Modification

This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.

14. Miscellaneous

If a specific provision of these Terms is or becomes invalid, the remaining provisions shall remain valid. The parties agree to replace the void provision with a legally valid provision which will serve the commercial purpose of the former invalid provision as closely as possible. In case of a loop-hole in the contract the parties agree to proceed accordingly. Provisions of these terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement.

GENERAL TERMS AND CONDITIONS OF ASCO CARBON DIOXIDE INC PART B / SERVICES

1. General - Scope of Application

These General Terms and Conditions shall apply exclusively for services provided by ASCO Carbon Dioxide Inc. ("ASCO") related to the installation, commissioning and maintenance of CO2 machinery and equipment (the "Services") together with the terms set forth in any offer, order confirmation or quote made by ASCO to the Customer (the "Quote") shall be the sole and exclusive terms for the provision of ASCO Services. These terms prevail over any of customer's general terms and conditions of purchase regardless whether or when customer has submitted its purchase order or terms and all such terms are hereby rejected. Provision of services to customer does not constitute acceptance of any of customer's terms and conditions and does not serve to modify or amend these Terms.

There exist no oral supplementary agreements. Any amendment of the contract shall be in writing.

Our offers for Services are non-binding. The contract shall be deemed to have been entered into upon receipt of our written acknowledgement stating the acceptance of the order.

2. Payment Terms

In consideration of the provision of the services by ASCO and the rights granted to customer under this Agreement, customer shall pay the fees set forth in the Quote. Customer shall pay all invoiced amounts due to ASCO on receipt of ASCO's invoice. Customer shall make all payments hereunder in US dollars by wire transfer. Unless otherwise agreed between the parties, ASCO will charge for Services at the agreed current daily rate and incurred travel expenses. The purchaser shall bear additional costs of local accommodations, meals, local transport and any reasonable incidental expenses incurred locally or en-route. Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by customer hereunder.

In the event payments are not received within 10 days after becoming due, ASCO may: (i) charge interest on any such unpaid amounts at a rate of 1.5% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and (ii) suspend performance for all ASCO Services until payment has been made in full.

The customer has no right of set-off, unless the customer's claims are approved by the relevant courts or acknowledged (in writing) by ASCO.

3. Customer Obligations

Customer shall:

cooperate with ASCO in all matters relating to the services and provide such access to customer's premises, and such office accommodation and other facilities as may reasonably be requested by ASCO, for the purposes of performing the Services; respond promptly to any ASCO request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for ASCO to perform services in accordance with the requirements of this Agreement;

provide such customer materials or information as ASCO may reasonably request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and

obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the services before the date on which the services are to start.

If ASCO's performance of its obligations under this Agreement is prevented or delayed by any act or omission of customer or its agents, subcontractors, consultants or employees, ASCO shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

4. Limited Warranty

ASCO warrants that the Service will be performed in a professional and workmanlike manner and with the degree of care and skill typically exercised by similar professionals under similar conditions. Any damage to machinery and equipment due to a breach of such warranty shall be remedied by removing the damage or by delivering new goods. Required supplies of materials in connection with the Services are carried out under the warranty provisions "Part A" of these Terms.

Upon request of the customer, ASCO undertakes at its choice to repair or replace as quickly as possible any spare parts or other deliverables which, before the expiry of the warranty period, are proved to be defective due to bad material, faulty design or poor workmanship. Replaced parts shall become property of ASCO. ASCO shall bear the costs of remedying the defective parts or deliverables in ASCO's facility.

The limitation period for warranty claims is 12 months, commencing with the date of provision of Services. The limitation period for repaired or exchanges parts is 12 months from the date of repair or replacement, but not longer than 12 months after expiry of the warranty period.

EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 4 ASCO MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY. THE REMEDIES SET FORTH IN THIS SECTION 4 SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND ASCO'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN.

5. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ASCO BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR PERSONAL INJURY OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE

FORESEEABLE AND WHETHER OR NOT ASCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL ASCO'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO ASCO FOR THE APPLICABLE SERVICES.

6. Termination

In addition to any remedies that may be provided under this Agreement, ASCO may terminate this Agreement with immediate effect upon written notice to customer, if customer: (i) fails to pay any amount when due under this Agreement and such failure continues for 30 days after customer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

7. Setup and Installation of new Machinery

ASCO provides on request services related to the supervision of the set up and installation of Machinery through its engineers at purchaser's premises (in the following the "Installation Services"). The Installation Services shall then enclose the supervision of all site preparations accomplished by the customer and the assembling of the plant enabling the trouble free commissioning. purchaser that any utilities used for the Machinery comply with the utility specifications set forth within the provided machinery documentation (such as the compliance with necessary fuel specifications, chemicals and water specifications).

8. Commissioning Services for new Machinery

After setup and installation of Machinery, ASCO will provide commissioning services through its engineers at purchaser's premises for the commissioning of the machinery (in the following the "Commissioning Services"). The Commissioning Services shall enclose the following scope of activities: to check if the installation of machinery accomplished by the purchaser is correct, to check if utility specifications are in compliance with the minimum plant specifications, the supervision of the first start-up of the machinery, and the initial training of the responsible staff regarding the use of the machinery, regular surveillance of machinery, maintenance and regular checks on purity of production. The Commissioning Services shall be documented by issuing a detailed protocol which shall be signed by ASCO and the customer (the "Commissioning Protocol").

9. Assignment

Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of ASCO. Any purported assignment or delegation in violation of this Section 9 is null and void. No assignment or delegation relieves customer of any of its obligations under this Agreement.

10. Relationship of the Parties

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

11. No Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these terms.

12. Waiver

No waiver by ASCO of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by ASCO. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13. Acts of God/Estimates of Performance

(1) All acts of God, not within the reasonable control of the Parties, such as but not limited to, war, insurrection,

strikes, lockout, earthquake, fire, explosion, storm, flood, energy shortage, etc., will release the Party affected by an act of God from fulfilling its contractual obligations for the duration and extent of the consequences of such acts of God. The Party affected by an act of God under the terms of this provision shall in any event endeavor to the best of its ability to remove the disruptions hindering the fulfillment of its contractual obligations. The foregoing shall not apply to the payment of any monies owing hereunder.

(2) In any event of Act of God the party affected by such event shall immediately inform the other party of such occurrence. The notification shall include an estimate how long such event of outage will remain.

(3) ASCO shall be released from its obligations to provide services, if such provision or performance is impossible or not reasonably possible without immediate danger to life and health of its employees, its co-workers, or any other person acting for or on behalf ASCO, in particular due to (i) terrorism, (ii) organized crime, or (iii) terrorist or criminal threats or in any locations in which the United States or the European Union has issues travel warnings or travel bans.

(4) ASCO shall use reasonable efforts to meet any performance dates specified in the Quote, and any such dates shall be estimates only.

14. Governing Law and Jurisdiction

(1) All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.

Any dispute arising out of or relating to this contract, including the breach, termination or validity thereof, shall be finally resolved by arbitration in accordance with the commercial rules for the American Arbitration Association or the International Institute for Conflict Prevention and Resolution ("CPR") Rules for Administered Arbitration. The arbitration shall occur in Jacksonville, Florida before three arbitrators. The arbitrators shall permit limited discovery and shall issue a written reasoned award within thirty (30) days of the conclusion of the hearing.

15. Confidential Information

(1) All non-public, confidential or proprietary information of ASCO, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "Confidential Information"), disclosed by ASCO to customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the services and this Agreement is confidential, and shall not be disclosed or copied by customer without the prior written consent of the ASCO. Confidential Information does not include information that is:

- a. in the public domain;
 - b. known to customer at the time of disclosure; or
 - c. rightfully obtained by customer on a non-confidential basis from a third party.
- (2) Customer agrees to use the Confidential Information only to make use of the Services.
- (3) ASCO shall be entitled to injunctive relief for any violation of this Section 15. □

16. Amendment and Modification

This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.

17. Miscellaneous

This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.

Miscellaneous □ If a specific provision of these Terms is or becomes invalid, the remaining provisions shall remain valid. The parties agree to replace the void provision with a legally valid provision which will serve the commercial purpose of the former invalid provision as closely as possible. In case of a loop-hole in the contract the parties agree to proceed accordingly. Provisions of these terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Confidential Information, Governing Law, Submission to Jurisdiction