



## Memo

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To: Board of Directors  
From: Jordan Dietz, General Manager  
Date: June 15, 2021  
Subject: Electra Well/AdEdge Proposal Cost Increase

In January of 2021, the Board of Directors approved a proposal provided by AdEdge Technologies for Uranium removal. At that time, the bid was **\$42,000.00** for the removal system.

Shortly after this bid was approved, AdEdge made an agreement with CP Crowley Company to handle sales and projects. In this transition, contracts, schedules and project management changed hands. Additionally, COVID-19 affected supply chains, and all of these factors resulted in higher costs. We also learned that CP Crowley Company would need a different contract signed, and that due to changes, we would see an increase in our cost. In an effort to lessen the impact, AdEdge and Crowley worked to absorb some of the extra costs, leaving us with a \$3,800.00 increase.

Our new base cost is **\$45,800.00**

On our new proposal, CP Crowley has calculated freight as well, which was not supplied previously. A cost breakdown showing the increase is included below.

	<i>Base Price</i>	<i>Tax</i>	<i>Freight</i>	<i>Totals</i>
<i>AdEdge</i>	42,000	3,255	7,820	<b>53,075</b>
<i>CP Crowley</i>	45,800	3,550	7,820	<b>57,170</b>
			Change:	<b>4,095</b>

As we move forward, this contract will allow enough time for current supply chain delays without putting the project behind schedule. Staff recommends accepting the increase in cost and moving forward so as to avoid further increases in project costs.

*Providing our community with a reliable water system that delivers high quality water for its health and safety needs.*

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## Pricing and Contract Letter

**Date:** May 17, 2021

**To:** Jordan W. Dietz  
General Manager  
Crestline Village Water District  
PO Box 3347, 777 Cottonwood Dr.  
Crestline, CA 92325  
(909) 338-1727, ext 224  
[jwdietz@cvwater.com](mailto:jwdietz@cvwater.com)

**From:** AdEdge Water Technologies, LLC.

**Subject:** Electra Well, Crestline Water District, Crestline, CA

**Scope:** MOD92-IX-1447EX-6-MVH-LL for Uranium Removal  
See Scope of Supply Provided Dated 5/17/2021

### Pricing:

Packaged System Pricing	\$45,800 USD
Tax	<i>Not Included</i>
Freight	\$7,820
<b>Total</b>	<b>\$53,620 USD</b>

### Contract Documents / Attachments:

- *This Pricing and Contract Letter*
- *Attached Scope of Supply 5/17/2021*
- *Site Profile and Sizing dated 5/17/2021*
- *AdEdge Attached Purchase Agreement*
- *AdEdge Customer Credit Application*

*The Contract Documents shall have the priority in which they are listed above. If a provision contained in a Contract Document conflicts with a provision in any of the other Contract Documents, the conflicting provision contained in highest priority Contract Document shall control.*

### Payment Terms:

- *Pricing does not include any applicable state, local, or end use taxes; if applicable, taxes will be added to invoicing as required by law unless a tax exempt certificate is supplied.*
- *Progress Payment #1: 10% on contract signing to initiate project, due on receipt*
- *Progress Payment #2: 30% upon release to fabrication, due on receipt*
- *Progress Payment #3: 55% upon shipment to the job site, due on receipt &/or prior to startup*
- *Progress Payment #4: 5% upon successful startup, due upon receipt*
- *Pricing in this proposal is valid for 14 days*
- *If, during the performance of this contract, from the date of the contract signing until the release to manufacturing milestone only, the price of materials significantly increases through no fault of AdEdge, a change order will be issued to equitably adjust the contract value by an amount reasonably necessary to cover any such significant price increase. AdEdge shall provide documentation from the impacted manufacturer that substantiates any such increase. As used herein, a significant price increase shall mean any increase in price exceeding 5%, as compared to prices used at the date of contract signing.*

**Notes and Clarifications:**

1. AdEdge will coordinate closely with Installer and/or the Engineer on all equipment and design related items. Engineer (if applicable) is identified in the Purchase Agreement between Purchaser and AdEdge.
2. Freight if included in pricing accounts for one shipment of system and media together. Customer requested split shipments will be at the customer's expense for the additional shipment(s).
3. No state and local permits or building, use or environmental permits will be secured by AdEdge
4. No site engineering is included; primary interface with regulators will be completed by Engineer with support by AdEdge; Work by AdEdge includes shop drawings, specs, and submittals for attaining DOH approvals.
5. Systems will be shipped for offloading by personnel other than AdEdge personnel
6. No system foundations, offloading, placement, piping, insulation or tie-ins will be completed by AdEdge
7. Media will be shipped for offloading by forklift
8. Owner or others will be responsible for furnishing chemicals, if applicable
9. See additional clarifications on Scope and Summary Sheets attached
10. Wiring and tie in of any external devices not part of the AdEdge scope e.g., SCADA shall be by the Owner or others.

**Schedule:**

- Contract Award
- Submittals (as necessary for Regulatory acceptance): 3-4 weeks from duly executed contract
- Review of submittals: 2-3 weeks default or TBD by reviewer
- Fabrication of system – estimated 14-16 weeks from approved drawings / release to fabrication. Fabrication is subject to AdEdge's shop schedule at the time of approval, component part availability and receipt of progress payments
- Shipment of system – TBD
- Installation – By Owner or Site Contractor (to be determined)
- AdEdge Startup, commissioning, and training –3 days typical
- AdEdge does our best to estimate manufacturing schedule at time of proposal and adjust, if necessary, at time of submittal approval and release to manufacturing, Where the delivery of materials is delayed due to supply chain volatility, and/or, through no fault of the customer or AdEdge, AdEdge shall not be liable for any additional costs or damages associated with such delay(s).

The parties hereto acknowledge that the signatory below is authorized to represent the respective party and bind that party to the terms and conditions contained herein.

**Acceptance by Purchaser:**

**AdEdge Water Technologies, LLC.**  
2055 Boggs Road  
Duluth, Georgia 30096  
678-835-0052 Fax: 678-835-0057

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name (print): \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Purchase Order #: \_\_\_\_\_



Intelligent thinking.....clean water

# Crestline WD; Crestline, CA - Electra Well - 30gpm - U

# Site Profile

### Contact Information

End User / Utility:	Crestline Water District
Site / Well Identity / Location:	Crestline, CA
Local Engineer / Firm:	NA
Target Date for Installation:	TBD
Funding Source:	Private
Treatment Goals:	reduce gross alpha, uranium

Date:	5/17/2021
Project Contact:	Jordan Dietz
Contact Phone:	909-338-1727 ext. 224
Contact Email:	<a href="mailto:jwdietz@cwwater.com">jwdietz@cwwater.com</a>
Rep Contact:	C-M Equipment - Mike Anderson
Rep Phone:	415 250 8122
Rep Email:	<a href="mailto:mike@andersonz.com">mike@andersonz.com</a>

### Site Information

System Type / Application:	Municipal	
Population Served:	500	
Number of Connections:		(for municipal applications)
Number of Wells:	1	
Max Flowrate (gpm):	30 GPM	(design flowrate)
Ave Flowrate (gpm):	20 GPM	
Ave Gallons per Day:	32,400	
Ave Well Runtime (hr/day):	18	
Operating Pressure (psi):	110	
Discharge Options Available:	Not Available	
System Redundancy Required:	No	
Existing Treatment or Disinfection:	ClO2 Feed	
Available Electrical Supply:	480 v 3phase	
Atm Storage Tank Present / Size:	None	
Hydropneumatic Tank Present / Size:	None	
Building Present / Available Space:	TBD will build as needed	
Additives (Phosphates, Fluoride, etc.):		

<b>Site Specific Notes:</b>	
Existing ClO2 injection for Disinfection should be moved post-treatment.	
Assumed that all uranium is contributing to 100% of gross alpha at site.	
Bed volume projection is based on 15 lb site disposal limit.	
<b>FLOW</b>	
Well Head > MOD92 Treatment > ClO2 > Distribution	
<b>Other Contaminants in lab report - Sample 2-21-18</b>	
Potassium =	
Zinc =	
<b>Site Shipping Address:</b>	
<b>Prepared by:</b>	<b>Reviewed by:</b>

### Additional Water Quality Information:

	Parameters	Water Chemistry	Parameters	
pH	7.8		Ammonia	mg/L NH <sub>3</sub> -N
Total Arsenic	ND	mg/L As	Nitrate	0.46 mg/L NO <sub>3</sub> -N
Arsenic (III)		mg/L As(III)	Sodium	15 mg/L Na
Total Sulfides		mg/L Total Sulfides	Chloride	6.4 mg/L Cl
Alkalinity	97	mg/L (as CaCO <sub>3</sub> )	Sulfate	3.1 mg/L as SO <sub>4</sub>
Bicarbonate	120	mg/L (as CaCO <sub>3</sub> )	Fluoride	ND mg/L F
Hardness	76	mg/L (as CaCO <sub>3</sub> )	Total Dissolved Solids	140 mg/L TDS
Calcium	27	mg/L Ca	Total Suspended Solids	mg/L TSS
Magnesium	2.4	mg/L Mg	Gross Alpha	65 pCi/L
Phosphate		mg/L PO <sub>4</sub>	Combined Radium	pCi/L Ra 226/228
Silica		mg/L SiO <sub>2</sub>	Uranium	65 pCi/L
Vanadium	ND	mg/L V	Turbidity	1 NTU
Iron	ND	mg/L Fe	Temperature	°F
Manganese	ND	mg/L Mn	Dissolved Oxygen	mg/L DO
TOC		mg/L TOC	Chromium VI	ND mg/L Cr(VI)

rev 01.11.18

### MOD92-IX Uranium

AdEdge Packaged System:	MOD92-IX-1447EX-6-MVH-LL
Number of Vessels:	6 - 14 in Diameter x 47 in Ht
Configuration:	Series
Media Type:	AD92
Total Qty of Media (cu ft)	19.5 cuft
System footprint:	TBD
Backwash Frequency:	Not Applicable

Treatment Goals:	Uranium ≤ 0.02 mg/L
Hydraulic Loading Rate:	9.4 gpm/sqft
Flow Rate:	30 gpm
Avg gallons/day:	32,400 gal/day
Hydraulic Utilization %:	75%
Bed Volume:	248,599
Est. Gallons before replace:	18,130,329 gallons
Est. Media life (Lead Vessel):	1.5 years (est frequency of changeout)

### System Costs

	Capital Costs
Packaged MOD92-IX System:	Included
Equipment Shop Drawings:	Included
AdEdge Startup & Training:	Included
Engineering / Permitting:	By Others
Site Installation:	By Others
Freight, taxes (if applicable):	See Contract Letter
Total Capital costs:	See Contract Letter

	EST. Annualized O&M	
Replacement Media and Disposal:	\$5,193	(New Lead Vessel, Media, and Disposal)
OPEX \$/1000 gal treated:	\$0.44	

# AdEdge Water Technologies - Scope of Supply

Crestline WD; Crestline, CA - Electra Well - 30gpm - U



## AdEdge Ion Exchange System for Uranium Removal

Tyler Butel, Technical Sales Engineer  
405-924-1954  
tbutel@adedge.com

5/17/2021

		Parameter		Design
		Model		MOD92-IX-1447EX-6-MVH-LL
Item	Detail	Design	Supply	Install
	<b>MOD92-IX-1447EX-6-MVH-LL, Modular Composite Fiber System, Manual Operation</b> System with Vessels and Valving . System is shipped Pressure and Flow Tested, and Ready for Installation.	AdEdge	AdEdge	Others
<b>A</b>	<b>Composite Pressure Vessels and Media</b> Six (6) 14-inch x 47-inch Composite Vessels Vessels Arranged for Series Operation (3 Lead - 3 Lag) Sch 80 PVC Internal Inlet Distributor and Sch 80 Hub and Lateral Design Uranium Exchange Media (AD92), 3.25 cuft/vessel	AdEdge	AdEdge	Others
<b>B</b>	<b>Process Valves, Piping, and Instrumentation</b> 304SS Hydraulic Panel with System Inlet/Outlet Pressure Gauges and Sample Ports, One (1) per system Inlet/Outlet Isolation Valves per Train 2-inch Inlet/Outlet Connections Two (2) 0 to 200 psi Pressure Gauges on Each Train One (1) Rotameter on Each Parallel Train in the System for Flow Balancing One (1) Diaphragm Valve on Each Parallel Train in the System Header Sample and Isolation Valves and Air Relief/Vacuum Breaker <i>*Field piping to be completed by installer</i>	AdEdge	AdEdge	Others
<b>C</b>	<b>Bag Filtration for Fines Removal</b> One (1) 2" Stainless Steel Bag Filter Housing Rated @150 psi Inlet/Outlet Pressure Gauges and Air Bleed Valve Fifty (50) 5-Micron Polyfelt Bag Filters Skid Mounted with Bypass/Blend and Flow Meter	AdEdge	AdEdge	Others
<b>D</b>	<b>Included Field Services and Miscellaneous</b> Electronic O&M Manual including Engineering Drawings, Design Report, and Control Description System Commissioning Plan and Coordination of Installation with Installer (Pre-Startup) System Startup and Commissioning On-Site Including Media Loading Supervision and Initial Media Flush Two (2) x 8 hour Days Included for Start-Up and Training; Additional Work Billed on Time and Materials Basis Operator Training During System Startup	AdEdge	AdEdge	NA
<b>E</b>	<b>Factory Testing</b> Factory Acceptance Testing in accordance with AdEdge QC procedures and SOPs Hydraulic and Mechanical Testing to Ensure System Meets Requirements Pressure Testing per AdEdge Standard Procedures to Test for Leaks	AdEdge	AdEdge	NA
<b>F</b>	<b>Warranty and Maintenance</b> Standard 1-year Equipment Warranty	NA	AdEdge	NA
<b>G</b>	<b>Freight for Media, Sub-Fill, and System</b>			Included
<b>H</b>	<b>Taxes (end use, sales or duty taxes as applicable)</b>			Not Included

Items Supplied By Others / Contractor	
<b>A</b>	Interconnecting pipe to the system, appropriate electrical connections to AdEdge Equipment
<b>B</b>	Pressurized water supply for use during start-up
<b>C</b>	Non-AdEdge system related site, civil, or structural engineering or support costs from Owner
<b>D</b>	Safety equipment as required for media loading, startup/commissioning
<b>E</b>	Offloading, storage and placement of all equipment and media
<b>F</b>	Site work and any building structure / facility or shade structure to be provided; HVAC
<b>G</b>	Construction of structural concrete pad as necessary for treatment equipment provided by AdEdge
<b>H</b>	Anchoring Equipment, tanks and other equipment to the building's foundation/structural pads
<b>I</b>	Dedicated power supply to AdEdge equipment; Interconnecting control and instrumentation wiring to control panel
<b>J</b>	Two laborers for one day for Media loading with AdEdge Supervision
<b>K</b>	Interface with Regulators / Permitting and all permits for successful completion of the project

**Confidentiality Notice**  
This document is confidential and contains proprietary information and intellectual property of AdEdge Water Technologies, LLC. Neither this document nor any of the information contained herein may be reproduced or disclosed under any circumstances without the express written permission of AdEdge Water Technologies, LLC. Please be aware that disclosure, copying, distribution or use of this document and the information contained therein is strictly prohibited.



**Purchase Agreement  
By and Between  
AdEdge Water Technologies, LLC  
And**

\_\_\_\_\_

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between AdEdge Water Technologies, LLC (herein referred to as "AdEdge") and \_\_\_\_\_ (herein referred to as "Purchaser") sets forth the agreement of AdEdge to sell and the agreement of the Purchaser to purchase a \_\_\_\_\_ treatment system ("System") for \_\_\_\_\_ . The Engineer/Consultant and Installer (if applicable) referred to herein are identified on the signature page below.

The terms of this Agreement are set forth in the final supplemental final Pricing Letter and/or Scope of Supply dated \_\_\_\_\_ which is included herein (along with any other documents specifically referenced) and are hereby made a part of this Agreement. No change or addition to these terms and conditions of sale shall be binding upon AdEdge unless accepted in writing by AdEdge. The terms herein shall have precedence over any difference in terms provided on Purchaser's order.

**Conditions of Purchase:**

1. Prolonged customer delays of shipment or startup may reduce warranty period and result in charges related to storage of equipment at our or another facility.
2. Pricing is based on Scope of Supply documents provided in this Agreement. Changes in the Scope resulting from the changes initiated by Purchaser or Purchaser's Engineer/Consultant may result in a change in the purchase price. Costs and lead time of components, including but not limited to metal and PVC components, in our system are subject to change due to the volatilities of market pricing, imposed taxes and tariffs, and supply chain scarcity, therefore AdEdge reserves the right to adjust schedule and pricing to pass along any such increases.
3. This Agreement is subject to the approval of AdEdge's credit department.
4. *Basis:* The basis of the system design encompassed by this Agreement is the water quality data provided to AdEdge by the Purchaser or the Engineer/Consultant from the site at \_\_\_\_\_. Following the execution of this Agreement, AdEdge will work with the Engineer/Consultant or Purchaser to complete the final design of the system as required. Modifications or additions to the proposed systems are allowable, but may result in a change in the purchase price.
5. *Delays / Schedule:* AdEdge has presented its offer and firm pricing in this Purchase Agreement for a system that will be fabricated within provided project specific schedule. If after execution of the contract, Purchaser delays the equipment fabrication for whatever reason beyond four (4) months (including that from late payments) AdEdge reserves the right to assess reasonable escalation charges in the form of a change order to the project at the rate of 1% of the contract value per month for each month the project is delayed after four (4) months and/or adjust prices to pass on materials cost increases which exceed 5% incurred due to customer fabrication delays over four (4) months.
6. In the event the terms herein are impacted or governed by the terms of an agreement between the Purchaser and their customer, the Purchaser agrees to provide said underling contract to AdEdge to allow contradictory delivery, payment or other terms to be reconciled with the terms herein.
7. *Force Majeure:* AdEdge shall not be in default of this Agreement or liable for a failure to perform, resulting from an act or event beyond their reasonable control and not caused by its fault, negligence, lack of due diligence or failure to follow reasonable prudent practices, acts of God, invasion, insurrection, riot, war, military authority, fire, flood, strike, or labor difficulty ("Force Majeure"), if (1) AdEdge promptly notifies Purchaser of the event and probable consequences, (2) exercised reasonable effort to minimize disruption; and (3) timely resumes performance. AdEdge shall not be liable for loss, damage or delay resulting from a Force Majeure event.
8. *Cancellation:* Once executed, this Agreement may be cancelled only with the written consent of AdEdge and on terms that will indemnify them from loss and provide compensation for time spent and committed costs including design and engineering spent to date. Any equipment or material purchased as a part of the Scope of Supply and/or fabricated as set forth in the design and Scope of Supply for Purchaser cannot be returned without the express written permission of AdEdge and on terms acceptable to AdEdge. Such items that can be returned shall also be subject to restocking fees that apply.
9. *Equipment / System Warranty:* AdEdge warrants the equipment provided hereunder to be free of defects in workmanship or material for a period of twelve (12) months from the date of start-up of the equipment or eighteen (18) months from the

date of shipment (FOB shipping point) whichever is sooner. During the warranty period, AdEdge's obligation is to replace or repair any part of the system or components supplied by AdEdge, which, under normal or proper use proves to be defective in workmanship or material upon examination by AdEdge. Unless determined in writing, defective system components must be returned to AdEdge for inspection or customer will be billed for such. Return of such system component shall be FOB AdEdge's plant. Prolonged customer delays of shipment or startup may result in a reduction of the warranty period.

10. **Warranty Exclusions and Conditions:** Excluded from this warranty are expendables or consumables such as bag filters, chemicals, and other one-time use items. Damage to equipment as a result of lightning strikes or other force majeure that are excluded. This warranty also excludes labor or installation of such components determined to be defective after 30 days from the date of startup. AdEdge will provide guidance on proper re-installation of a replacement part. If the Purchaser or site operator is not able or willing to install the component, AdEdge or a chosen local AdEdge subcontractor can provide this labor / installation service at an additional cost at standard billing rates. Current Field Service Technician rates are \$950/day plus expenses and will be billed upon completion of the field work under a written work order. Notwithstanding any stipulated contractual obligations requiring a retainage period before final payment, activation of this warranty is contingent upon full and complete payment of the purchase price to AdEdge per the terms herein. The warranty period for repaired or replaced parts of the system shall extend through the unexpired period of the original warranty. ADEGE MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY GOODS OR SERVICES OTHER THAN THE FOREGOING WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES THAT MAY ARISE FROM THE COURSE OF DEALING BETWEEN THE PARTIES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED BY ADEGE AND WAIVED BY PURCHASER.
11. **Liability Limitation.** In no event shall AdEdge be liable, whether based in contract, warranty, indemnity, tort, strict liability or any other theory of law or equity, for any special, incidental, indirect, punitive, exemplary or consequential damages, including, but not limited to, lost profits, loss of use of property or equipment, downtime, loss of third party contracts or lost production, regardless of whether or not it was advised of the possibility of such damages. In addition, AdEdge's maximum aggregate liability (whether in contract, warranty, indemnity, tort, strict liability or any other theory of law or equity) for damages or loss, howsoever arising or caused, shall in no event exceed the amount Purchaser paid to AdEdge for the goods or services to which the liability relates. The parties recognize that the pricing associated with goods and services reflects this allocation of risk and is the basis of the bargain between the parties. The foregoing limitations shall be valid and enforceable, notwithstanding any alleged failure of essential purpose of the limited remedies set forth herein.
12. **Performance:** The treatment system provided hereunder is designed based on, and its performance predicated on, accurate flow and raw water quality analysis from Purchaser or Purchaser's Engineer/Consultant. Performance warranties can be provided supplemental to this Purchase Agreement only if such analysis proves accurate and complete. Effluent quality from the treatment system assumes the water quality provided in the solicitation from Purchaser is consistent with the water quality provided in the contract documents for which the design of this system is based. The results of the treatment are also dependent on water temperature not exceeding 90° F and that the water, prior to treatment, is sufficiently free of excess turbidity, oil, color, organic matter, bacteria and algae to avoid fouling of the treatment system or media. To evaluate potential warranty or performance claims, it is essential that the Purchaser's operator or agent obtain and provide appropriate performance samples and maintain regular operating logs documenting system performance. Purchaser or its agent must operate the equipment, provided hereunder, strictly in accordance with the instructions provided at startup by AdEdge and/or written operating instructions furnished by AdEdge in order to qualify under the warranty.
13. **Payment Terms:** Terms of payment are specified in the Pricing Letter and/or Scope of Supply attached hereto. All payments shall be in U.S. Dollars. AdEdge reserves the right to assess interest at the maximum rate allowable by law and recover all costs of collection from Purchaser for any past due accounts. In the event of late payment by Purchaser, AdEdge reserves the right to accelerate payments due for work completed, and cease further work, until such accounts are brought current. In the event Purchaser delays delivery, storage charges may be charged to Purchaser by AdEdge. In the event the financial condition of the Purchaser changes as evidenced by the continued credit monitoring by AdEdge's credit department, AdEdge may, at its discretion, suspend production on all or part of the System referenced herein and may require full or partial payment in advance and may choose to cancel any order outstanding and receive reimbursement for reasonable cancellation charges. In the event of bankruptcy or insolvency of Purchaser, AdEdge may cancel any outstanding order and all outstanding invoices shall become due and payable immediately. All payments shall be made to AdEdge at a location specified by AdEdge, currently 2055 Boggs Road, Duluth, Georgia, 30096.
14. **Delivery:** Delivery of the System shall be made F.O.B. shipping point unless stated otherwise in the Contract Letter. Risk of loss shall pass to Purchaser upon delivery of the System to carrier. The System shall retain its character as personal property regardless of mode of attachment. Title and ownership of the System shall remain vested in AdEdge until the entire purchase price has been paid in full. Purchaser agrees to do all acts necessary to allow AdEdge to perfect the security interest in the System until AdEdge receives such payment in full. Purchaser consents to AdEdge filing financing statements as required to perfect its lien against the System. Customer requested delays for shipment of a completed system, amounting to a period of 30 days or more, will be subject to storage fees of \$250 per week/\$1000 per month. Additionally, if off-site storage arrangements are required because our Duluth, GA warehouse facility is at capacity, all applicable charges become customer responsibility.



*Shipment Claims & Documentation:* Purchaser shall be responsible for inspecting all goods shipped to Purchaser by AdEdge. Purchaser shall note any damaged shipping on the Bill of Lading. All shipments must be checked in and inspected by Purchaser within 24 hours and noted and reported back promptly to AdEdge.

15. *Taxes:* Purchaser shall be responsible for any present or future sales, use, excess, value added or other taxes associated with sales of the System to Purchaser unless a tax exempt certificate acceptable to the taxing authority is provided to AdEdge. AdEdge will collect the tax from Purchaser and remit to the proper taxing authority. Purchaser shall be responsible for the payment of any other tax, custom, fee, duty, levy or assessment resulting from the sale of the System to Purchaser by AdEdge. In the event any tax or rate of tax increases after the execution of this agreement, AdEdge shall invoice and Purchaser agrees to pay, the increased tax required to be collected by AdEdge and remitted to the taxing jurisdiction.
16. *Startup and Commissioning:* Startup shall be scheduled after Startup and Commissioning Planning process is completed successfully in accordance with AdEdge's Standard Operating Procedures. This includes conducting a conference call between AdEdge, the contractor, engineer, and customer or any combination thereof. Startup is typically scheduled no less than two weeks after the successful completion of the SCP process. Upon determination that the site and client are ready for AdEdge to arrive on site to perform startup and commissioning, AdEdge will schedule travel for their field service personnel for a pre-determined number of days onsite per contract requirements. A day is defined as a maximum of 8 hours per day on site, excluding travel to the site. Should the duration of startup need to be extended due to customer unpreparedness of any kind, the customer will be charged for the additional day(s) or any portion thereof at the rate of \$950/day plus expenses.
17. *Terms Final; Enforcement.* The terms and conditions herein supersede all previous understandings, agreements or arrangements relating to the System, either written or oral, between Purchaser and AdEdge. No waiver, alteration, change or deletion shall be binding upon the parties hereto unless in writing and signed by an authorized representative of AdEdge. Should any term or condition herein prove unenforceable, all other terms and condition contained herein shall remain in full force and effect. All rights and obligations of the parties hereto shall be construed under the laws of the State of Georgia. Any dispute arising from this contractual relationship shall be governed by Georgia law, and shall be decided solely and exclusively by State or Federal courts located in Atlanta, Georgia. In the event any dispute, arbitration, litigation or controversy arises out of or in connection with this Agreement between the parties hereto, the prevailing party in such dispute, arbitration, litigation or controversy shall be entitled to recover from the other party all reasonable attorneys' fees, expenses and suit costs, including those associated with any appellate or post-judgment collection proceedings.
18. *Indemnification:* Purchaser shall indemnify and hold harmless AdEdge, its officers, employees, and agents, against all claims, liabilities, losses, damages and expenses, of every character and kind whatsoever, for property damage, bodily injury, sickness and/or disease, including death, sustained by any person or entity, if such claim, liability, loss, damage or expense arises out of or is in any way connected, directly or indirectly with this Agreement, except to the extent such loss, damage, injury, sickness or disease results from the gross negligence or willful misconduct of AdEdge.
19. *Proprietary Information:* All intellectual property supplied or furnished by AdEdge to Purchaser hereunder ("Intellectual Property") is proprietary and remains the exclusive property of AdEdge and is to be used by Purchaser only for the purpose of operating and maintaining the equipment and are not to be used for the manufacture of similar equipment or any other use, and shall under all circumstances be kept confidential by Purchaser and shall not be disclosed to anyone except Purchaser's attorneys, consultants, contractors, engineers or any other person or entity assisting Purchaser in connection with the design, installation, operation or maintenance of the treatment facilities. Such persons shall be instructed by the Purchaser to maintain all Intellectual Property as confidential. Purchaser may provide AdEdge drawings to regulatory agencies with jurisdiction over Purchaser that requests such drawings. Purchaser will make reasonable efforts when supplying AdEdge drawings to a regulatory agency to have that regulatory agency maintain the confidentiality of the drawings. Purchaser may also disclose AdEdge drawings if required to comply with a court or regulatory agency order. Any and all inventions, discoveries or development of other intellectual property shall be and remain the property of AdEdge. For these purposes, the term "Intellectual Property" shall mean, all of AdEdges patents, patent applications, patent rights, copyrights, moral rights, algorithms, devices, application programming interfaces, databases, data collections, diagrams, inventions, methods and processes (whether or not patentable), know-how, trade secrets, trademarks, service marks and other brand identifiers, network configurations and architectures, proprietary information, protocols, schematics, specifications, software (in any form, including source code and executable code), techniques, interfaces, URLs, web sites, works of authorship, and all other forms of technology, in each case whether or not registered with a governmental entity or embodied in any tangible form and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world in any way arising prior to or during the term of this Agreement.
20. Purchaser agrees that for a period of one (1) year following completion of the scope of work by AdEdge, Purchaser shall not hire or contract with any AdEdge employee or subcontractor assigned to perform duties in connection with this Agreement.
21. If either party defaults in any of its obligations under this Agreement, the non-defaulting party shall notify the other party of the alleged default in writing. Upon receipt of said written notification, the alleged defaulting party shall have a reasonable period of time, but not less than ten (10) business days, to cure any such default.

- 22. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of any subsequent breach of the same provision or condition.
- 23. If any section, subsection, paragraph, clause or sentence of this Agreement shall be adjudged illegal, invalid or unenforceable, such event shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.
- 24. The covenants and agreements contained herein shall be binding on the parties hereto, respective successors and assigns.
- 25. This Agreement may be executed in counterparts.

The parties hereto acknowledge that the signatory below is authorized to represent the respective party and bind that party to the terms and conditions contained herein.

**Acceptance by Purchaser:**

**AdEdge Water Technologies, LLC.**  
**2055 Boggs Road**  
**Duluth, Georgia 30096**  
**678-835-0052 Fax: 678-835-0057**

**By:** \_\_\_\_\_  
**Signature**

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Purchase Order #: \_\_\_\_\_

**By:** \_\_\_\_\_  
**Signature**

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Authorized individuals for changes to Scope of Work

\_\_\_\_\_

**Purchaser's Bill to and Notices to:**

**Engineer/Consultant (if applicable)**

Contact(s) \_\_\_\_\_

Email(s) \_\_\_\_\_

Phone #(s) \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Contact(s) \_\_\_\_\_

Email(s) \_\_\_\_\_

Phone #(s) \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

**PLEASE RETURN THE FOLLOWING ITEMS WITH THIS EXECUTED CONTRACT:**

- (1) A completed Credit References Document (A copy is attached herein)
- (2) A copy of your Sales Tax Exemption Certificate (if applicable)

**ADEGE WATER TECHNOLOGIES, LLC**2055 Boggs Road  
Duluth, GA 30096  
(678)-835-0052

Fax: (678)835-0057

**CREDIT APPLICATION FOR A BUSINESS ACCOUNT****BUSINESS CONTACT INFORMATION**

Title:			
Company name:			
Phone:	Fax:	E-mail:	
Registered company address:			
City:		State:	ZIP Code:
Date business commenced:		Federal EIN # or Social Security #:	
Sole proprietorship:	Partnership:	Corporation:	Other:

**BUSINESS AND CREDIT INFORMATION**

Primary business address:			
City:		State:	ZIP Code:
How long at current address?			
Telephone:	Fax:	E-mail:	
Bank name:			
Bank address:		Phone:	
City:		State:	ZIP Code:
Type of account	Account number		
Savings			
Checking			
Other			

**BUSINESS/TRADE REFERENCES**

Company name:			
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Type of account:			

**AGREEMENT**

1. All invoices are to be paid 30 days from the date of the invoice.
2. Claims arising from invoices must be made within seven working days.
3. By submitting this application, you authorize Adedge Water Technologies, Inc. to make inquiries into the banking and business/trade references that you have supplied.

**SIGNATURES**

Title:	Title:
Date:	Date: