

Contract Addendum to Contract Forms Bid Number 50 - 00121659
PURCHASE NEW MODEL TURBIDITY MONITOR TO BENCH TEST FOR ONLINE PROCESS MONITORING OF THE WATER PLANTS (the "Project")

Parties: Jefferson Parish, LA ("Customer")
Hach Company ("Supplier")

Date: November 28th, 2017

Recitals: Customer and Supplier are entering into a contract for the Project and, for convenience, are using Customer's standard contract forms ("Customer's Base Contract") for the purchase of Supplier's goods and/or services ("Goods" and/or "Services"). This Addendum is intended to provide reasonable revisions to Customer's Base Contract for the purpose of enabling the parties to enter into a contract for the Project without prolonged or complex negotiations over terms and conditions. Accordingly, the parties incorporate this Addendum into the Customer's Base Contract and make it an integral part thereof, taking precedence over any contrary terms or conditions that may be contained therein, in any purchase orders, or in any other writings, addenda or exhibits constituting part of the agreement between the parties (collectively, the "Agreement").

Revisions: Notwithstanding anything to the contrary contained in the Agreement, the following provisions and rules of construction apply:

- 1. Indemnification.** Any and all indemnification obligations imposed upon Supplier are limited to the proportionate extent of those damages caused by Supplier's breach of the Agreement, negligence, wrongful conduct, or violations of law, and expressly exclude damages caused by negligence, misuse or misapplication of goods by others. For non-government customers, Supplier's indemnification obligations are provided on the condition that Customer defends, indemnifies and holds harmless Supplier against those damages to the proportionate extent caused by misuse or misapplication of goods, negligence, wrongful conduct, or violations of law by the Customer, its affiliates, or those in privity with them.
- 2. Limitation on Liability.** THE TOTAL LIABILITY OF SUPPLIER AND ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS ARISING OUT OF PERFORMANCE, NONPERFORMANCE, OR OBLIGATIONS IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, DELIVERY, AND/OR USE OF GOODS AND/OR SERVICES IN NO CIRCUMSTANCE INCLUDES ANY LIQUIDATED, PENALTY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, NOR EXCEED AN AMOUNT THAT IS UNREASONABLY DISPROPORTIONATE TO THE TOTAL AMOUNT OF COMPENSATION ACTUALLY PAID TO SUPPLIER UNDER THE AGREEMENT, EXCEPT ONLY IN THE CASE OF DAMAGES ARISING DUE TO SUPPLIER'S WILLFUL MISCONDUCT.
- 3. Warranty.** Supplier warrants to Customer that each of the Goods conforms to its written warranty set forth in its user manual in effect on the date of purchase, or, if there is no express warranty therein, that each of the Goods will be free from defects in material and workmanship and will conform to the manufacturer's quoted specifications for twelve (12) months from delivery. Warranties do not extend to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. Supplier warrants that it will perform all Services in accordance with its standard practices and that the Services will be free from defects in workmanship for a period of ninety (90) days from their date of performance. If Supplier breaches this warranty and the Customer notifies Supplier of such breach within 30 days of the end of the applicable warranty period, Supplier will, at its option, either replace or repair the nonconforming Goods, or re-perform any nonconforming Services, or refund the amounts paid by Customer to Supplier for the nonconforming Goods and/or Services. THIS IS THE EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY. SUPPLIER EXPRESSLY DISCLAIMS ANY REMEDIES OF "COVER" AND ANY WARRANTIES IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 4. Intellectual Property.** Supplier retains all rights in and to any intellectual property and confidential

information created or procured by it or its representatives at any time, and Customer receives licenses to use such intellectual property and information only to the extent provided by implied license under applicable law.

5. **Affiliates.** Except to the extent signed by a duly authorized representative of an affiliate of Supplier, the Agreement does not bind any affiliates of Supplier.

6. **Acceptance and Set-off.** Except to the extent agreed upon in writing by Supplier's CFO, all Goods and Services are deemed accepted upon delivery and early payment discounts do not apply. Any set-off rights in the Agreement notwithstanding, Customer bears the customary burden of proof with respect to any amounts invoiced by Supplier but not paid by the invoice due date. This revision does not adversely impact any of Customer's rights under Supplier's warranties.

7. **Audit Rights.** Supplier is not subject to any audit rights in favor of the Customer, except for audit rights (under reasonable conditions) directly related to Supplier's compliance with laws and regulations (*e.g.*, safety) which are directly applicable to Supplier's Goods and/or Services purchased under this Agreement.

8. **Insurance.** Supplier is not obligated to purchase or carry Professional Liability or E&O Insurance coverage, provide copies of Supplier's policies, or provide waivers of subrogation. Supplier may include Customer and their Affiliates as an Additional Insured party.

9. **Revisions to the Agreement.** Nothing in the Agreement supersedes or nullifies this Addendum. Supplier's obligations under the Agreement will only be modified by written agreement of Supplier through the same duly authorized representative who signed this Addendum, or such person's duly authorized successor.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives, intending thereby to be legally bound.

Customer

By: _____

Name: _____

Title: _____

Date: _____

Hach Company:

By:  _____

Name: Oliver Wadosch

Title: Project Specialist

Date: 11/21/2017