

norweco® **SINGULAIR**®

BIO-KINETIC® WASTEWATER TREATMENT SYSTEM

STATE OF OREGON SERVICE CONTRACT

This two year service contract has been developed for Singulair Bio-Kinetic wastewater treatment systems installed within the State of Oregon. This service contract is intended to enable the owner to economically obtain regular service inspections for the Singulair unit, as well as non-scheduled or emergency service that may be required by a qualified service provider. When this contract is in force, the owner will not be charged for any routine service labor. Under the terms of this service contract, a service provider will regularly inspect the plant at six month intervals. This service contract shall remain in effect for a period of two years, as specified in the effective and expiration dates, unless otherwise terminated or cancelled by either party provided herein.

SINGULAIR SYSTEM CUSTOMER

Name: _____

Address: _____

City, State, Zip Code: _____

Telephone: _____ Email: _____

SINGULAIR SYSTEM LOCATION

Address: _____

City, State, Zip Code: _____

Legal Description: _____

System Installation Date: _____

Effective Date: _____ Expiration Date: _____

SINGULAIR SYSTEM SERVICE PROVIDER

Name: _____

Address: _____

City, State, Zip Code: _____

Telephone: _____ Email: _____

REGULATORY CONTACT INFORMATION

Name: _____

Address: _____

City, State, Zip Code: _____

Telephone: _____ Email: _____

Now, therefore, in consideration of the terms, provisions, covenants and conditions contained herein, the parties hereto agree as follows:

PERFORMANCE OF SERVICES

The authorized Singulair service provider shall perform system inspection/service visits during the two year period after installation, as shown in the diagram:

Inspection / Service Visits ¹	
3 to 6 months	_____
6 to 12 months	_____
12 to 18 months	_____
18 to 24 months	_____
Alarm Response Other Services ²	
System Monitoring	_____
Reporting	_____

¹As required by NSF International, these services will be included as part of the initial purchase of the system for the first two years of system operation.

²These services may be paid for during purchase or at a later date, when the work is performed.

SERVICE PERFORMANCE RECORD

These services shall be performed during normal business hours Monday through Friday (excluding national holidays) on a prescheduled basis and as the authorized Singulair service provider deems necessary or advisable.

At each service visit, the Singulair system shall be inspected and serviced in accordance with the instructions in the Singulair Service Manual. Additionally, an effluent quality inspection consisting of a visual assessment of color, turbidity and scum overflow and an olfactory assessment for odor shall be performed.

STATE OF OREGON SERVICE CONTRACT (Cont.)

The service provider shall provide emergency service within 48 hours of a service request. The service provider shall also be responsible for submitting the annual report and annual evaluation fee to the appropriate regulatory agency as required in OAR-071-0345.

The Singulair service provider shall notify the owner in writing if any improper system operation cannot be remedied at the time of servicing. The written notification shall include an estimated date of correction.

DEFINITIONS

For purposes of this service contract, the following definitions shall apply:

"System Monitoring" - shall include the collecting and processing of data transmitted by telemetry, PDA, laptop computer or other for evaluating the operating parameters of the treatment system, including alarm notification. It shall also include all sampling and laboratory information.

"System" - shall mean a Singulair Bio-Kinetic wastewater treatment system.

"System Start-Up Date" - shall mean the date the Singulair system begins operating for its intended purpose.

CHARGES

Basic services, including service, inspection, effluent quality evaluation and service shall be included with the purchase of the Singulair system. Optional, additional services shall be provided at the agreed upon contract price and terms. The annual report and annual evaluation fee required by DEQ is not optional and may or may not be included in the cost of basic services. Refer to the service provider's fee schedule for an outline of the cost of basic services and optional services to be provided under this contract.

WARRANTY

The Singulair service provider warrants that all services shall be performed in a good and workmanlike manner and that the service provider will correct any Singulair system errors, malfunctions or defects directly caused by the service provider's failure to perform the services and additional services in such manner.

LIMITATION OF LIABILITY

The sole liability of the Singulair service provider under this agreement shall be to correct any errors, malfunctions or defects in the system directly caused by the Singulair service provider's failure to perform any services in a good and workmanlike manner pursuant to the charges outlined above. In no event shall the service provider's liability to the customer hereunder exceed the total of the amounts paid to the service provider hereunder by the customer. In no event shall the Singulair service provider be liable to the customer or any third party claimant for any indirect, special, punitive, consequential or incidental damages or lost profits arising

out of or related to this service contract or the performance or breach thereof, whether based upon a claim or action of contract, warranty, negligence or strict liability or other tort, breach of any statutory duty, indemnity or contribution or otherwise, even if the service provider has been advised of the possibility of such damages.

SERVICE CONTRACT TERMINATION/CANCELLATION

Service contracts may be terminated or cancelled only upon:

- Written notice by one party effective as of the effective date thereof if the other party is in default of any provision of this agreement and such default is not cured by the defaulting party within fifteen (15) days after the effective date of said notice from the non-defaulting party or by the mutual written agreement of both parties.
- Copy of such written notice shall be forwarded to the regulatory agency.

MISCELLANEOUS PROVISIONS

This agreement is personal in nature and may not be delegated, assigned or transferred by either party without prior written consent of the other party. The laws of the State of Oregon shall govern this agreement.

The homeowner shall be responsible for complying with the Singulair Owner's Manual provided to them with the purchase of the system.

Any notice or other communication required or permitted to be given under this agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the addresses shown on the first page of this contract. Any notice or other communication shall be deemed given at the expiration of the second day after the date of deposit in the United States mail. These addresses to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party as provided in this section.

SINGULAIR SYSTEM PROVIDER

Name/Title: _____

Signature: _____ Date: _____

SINGULAIR SYSTEM CUSTOMER

Name/Title: _____

Signature: _____ Date: _____

MANUFACTURED BY <i>norweco</i> <small>Engineering the future of water and wastewater treatment</small>	NORWECO, INC. NORWALK, OHIO U.S.A. 44857 www.norweco.com
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