



GE Power & Water
Water & Process Technologies

Analytical Instruments

6060 Spine Road
Boulder, Colorado 80301
USA

T 800 255 6964 / 303 444 2009
F 303 444 9543

March 5, 2014

Re: Sole Source Parts Provider

To Whom It May Concern:

GE Analytical Instruments is the sole provider of the Sievers Brand Analyzers replacement or repair parts.

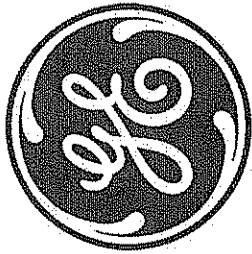
Sincerely,

A handwritten signature in black ink that reads "Margaret Guisinger".

Margaret Guisinger
AfterMarket Sales Manager

6060 Spine Road
Boulder, Colorado 80301
USA

T 800 255 6964 / 303 444 2009
F 303 444 9543



Dear whomever it concerns,

We do not currently endorse nor support any other vendors providing our PM or Warranty services. GE is the sole source provider for the TOC 900/5310C Preventive Maintenance & Warranty.

Please be aware that the use of an unauthorized service organization will not only void your instrument warranty, but will also limit the level of instrument support and service you have come to expect from GE Instruments. This includes factory authorized calibration certification, validation services, and warranty services etc....

If interested, GE Analytical Instruments offers Preventive Maintenance by a Factory Certified Field Service Engineer. Our 1 or 2 visit TOC 900 PM calibration service includes ALL yearly consumables: UV lamps, pump tubing, calibration/ verification standards, acids & persulphates, DI resin bed, and ALL hazmat/shipping and handling fees. In the event that repair services are required during the PM validity period, your instrument is also entitled to a 10% discount on labor and/or parts.

The PM Service is a cost effective and convenient way to help you:

- Extend the life of your TOC, optimize instrument performance and achieve regulatory compliance if applies
- Document & Audit compliance with certified Factory Calibration Certificates
- Free up your time and resources to focus on your core business and other pressing tasks
- E-documents offers secure and accurate record keeping, with electronic signature support
- Saves money on future TOC labor/parts
- Ensures your TOC is maintained

Thank you for your continued support of GE Instruments and our Sievers brand TOC analyzers. If you

have any service-related questions or concerns, our customer support team is available for free consultation at 1-800-255-6964.

We look forward to continuing to provide you with high level service support into the future. Best regards,

GE Power & Water
Water & Process Technologies
Analytical Instruments
Toll Free 1-800-291-6455
F +1 303 527-1797

6060 Spine Road
Boulder, CO 80301 USA
GE Analytical Instruments, Inc.



Materials

The instrument will be serviced once per year to ensure reliable operation and extend the life of your analyzer. You will receive a Certificate of Calibration. All necessary standards and consumables are included as follows:

- 2 UV Lamps, one every six months
- 1 Set Pump Tubing
- 1 Resin Bed
- 4 Quarterly Oxidizer Cartridges
- 2 Semi-Annual Acid Cartridges
- Calibration and Verification Standards
- Associated hazmat/shipping fees

Services

The Preventive Maintenance Service for the TOC 900 includes maintenance as well as an annual Certified Calibration and supply of Verification Standards at the six-month point.

- One Annual Certified Calibration performed per controlled GE Analytical Instruments documentation
- Annual replacement of UV lamps, acid and oxidizer, pump tubing and resin bed
- Certified Field Service Engineer will provide instruction upon request

Benefits

- A Preventive Maintenance contract saves money. It discounts the total price of the individual components that make up the contract.
- All parts and consumables will arrive automatically on site at the right time
- Visits will be agreed upon and scheduled in advance
- Automatic notification and quotation when contacts are due for renewal
- Repairs done within the scope of the PM are at no additional labor charge. Any parts used will be charged at list price.

Visit our web site: www.geinstruments.com



STANDARD TERMS & CONDITIONS FOR SALE & SERVICE OF INSTRUMENTS

These Terms and Conditions are an integral part of each agreement between an GE Analytical Instruments company ("Seller") and its customer ("Purchaser") for the sale of instruments ("Instruments") and any related services ("Services"). Such agreement and these Terms and Conditions are collectively referred to as the "Agreement".

1. **Proposals & quotations.** For avoidance of doubt, Seller may refrain from accepting any purchase order until completion of Seller's due diligence process for a new customer. Moreover, if concerns are identified by Seller during this process, Seller reserves the right, in Seller's sole discretion, to refuse any associated purchase orders pending Seller's resolution of such concerns. Any proposals or price quotations may be modified or withdrawn by Seller at any time prior to acceptance by Purchaser. All prices quoted by Seller are F.O.B. point of origin unless otherwise indicated. Any Services performed by Seller beyond those set forth in its proposal will be charged at Seller's then standard rates, plus expenses.
2. **Warranties.** Seller warrants for a period of twelve months after shipment that Instruments manufactured by Seller will conform in all material respects to any descriptions or specifications included in the Agreement and will be free of defects in materials and workmanship. If the Instruments are installed by Seller, the warranty will be extended to twelve months after the installation date or thirteen months after shipment, whichever occurs earlier. Any performance warranties set forth elsewhere in the Agreement shall be limited to twelve months unless otherwise indicated. Components and materials of the type that need replacement periodically due to normal wear and tear such as valves, reaction chambers, catalysts, and parts whose contact with sample streams renders them unsuitable for further use are warranted against defects only as of the shipment date, unless expressly stated otherwise. Warranties do not apply to damage or wear resulting from accidents, negligence, abuse, or misuse by Purchaser or third parties; from failure to follow Seller's instructions for installation, operation or maintenance; or from alterations or repairs not performed in accordance with Seller's instructions. Seller warrants that any Services will be performed in a good and workmanlike manner. Purchaser shall promptly notify Seller of any warranty claim, and Purchaser's sole remedy shall be (at Seller's election) the repair or replacement of defective Instruments, the correction of deficient Services, or the refund of payments made for such Instruments or Services. If Seller, at its discretion, chooses to repair an Instrument subject to a warranty claim, seller may install or otherwise utilize parts or components that are either new, refurbished, remanufactured, or reconditioned in connection with that repair. Similarly, if Seller chooses to supply Purchaser with a replacement Instrument in response to a warranty claim, the replacement Instrument may contain either new, refurbished, remanufactured, or reconditioned parts or components. Purchaser shall not return Instruments to Seller without Seller's prior permission. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SELLER MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OTHER THAN AS EXPRESSLY STATED IN THIS AGREEMENT.
3. **Payment.** Seller's obligation to ship Instruments shall be subject to approval of all orders by Seller's credit department, and Seller may require full or partial payment in advance. All payment shall be made in full in lawful, free and unblocked U.S. Dollars. Payments not made within agreed upon terms will bear interest at the rate of 1.5 percent per month or, if lower, the maximum lawful rate. If Purchaser disputes any portion of an invoice, it shall notify Seller in writing with specificity and pay the undisputed portion within said 30-day period. Purchaser shall reimburse costs, including reasonable attorneys' fees, incurred by Seller to collect overdue amounts.
4. **Limitation of liability.** The aggregate liability of Seller and its affiliates and employees in connection with the Agreement and all Instruments and Services provided thereunder shall be limited to the amount actually paid by Purchaser to Seller for such Instruments or Services. Seller shall not be liable for any special, indirect, incidental, consequential, or punitive damages, including lost profits, loss of use, and claims by third parties.
5. **Export.** If Instruments are to be shipped to a point outside the U.S., Seller's obligation is subject to its ability to obtain, on acceptable terms, any applicable export licenses or permits.
6. **Inspection.** Purchaser or its designated representative shall be given a reasonable opportunity, upon request, to inspect Instruments, at Purchaser's cost, prior to their delivery to the carrier for shipment. Failure to make prompt inspection will be deemed a waiver of Purchaser's right of inspection.
7. **Taxes.** Purchaser shall pay all sales, use and excise taxes, customs duties, and similar taxes and governmental charges now or hereafter imposed on either party based on the sale, shipment or use of Instruments or the provision of Services.
8. **Shipping, title & risk of loss.** Purchaser is responsible for all shipping costs and insurance except as expressly agreed in writing. Purchaser shall give Seller complete shipping instructions, in the absence of which Seller shall be entitled to select the carrier. Title and risk of loss shall pass to Purchaser upon delivery of Instruments to the carrier for shipment, although Purchaser grants Seller a security interest in all instruments until Seller is paid in full.
9. **Export Import Regulations.** Purchaser will not, directly or through an intermediary, export any Instruments (including related technology and information) to any country that is subject to embargo or similar restrictions under U.S. Export Regulations (including but not limited to Cuba, Iran, Iraq, Libya and North Korea), or transfer them to a national of any such country or to any other person or company restricted from receiving them, or put them to a prohibited end use, or transfer them with knowledge or reason to believe that they are intended for a prohibited destination, recipient or use. If Purchaser exports Instruments from the U.S., then Purchaser assumes the sole responsibility to confirm that the technical regulations and standards for the importation of such Instruments into the applicable country of import are met.
10. **Force majeure.** Seller will not be responsible for any delays, damages or failures to perform due to circumstances beyond its reasonable control, including those caused by Purchaser. Seller's time for performance shall be extended by a period of time commensurate with the amount of delay caused by such circumstances.
11. **Patents.** Seller shall hold Purchaser harmless against any claims by third parties that Instruments manufactured by Seller infringe U.S. patents, provided that Purchaser gives Seller prompt notice of such claim, full authority to defend against such claim, and whatever assistance Seller reasonably requests. The foregoing obligation does not apply to claims related to Instruments based on designs and/or specifications provided by Purchaser, Purchaser's alteration of Instruments, Purchaser's use of Instruments for a purpose not intended by Seller, or Purchaser's use of Instruments in combination with goods not manufactured by Seller, in which cases Purchaser shall hold Seller harmless against any claims of patent infringement made against Seller. If Purchaser's use of the Instruments is enjoined, Seller within a reasonable period of time shall (at Seller's election) obtain rights for Purchaser's continued use of the Instruments, modify the Instruments so they are non-infringing, replace the Instruments with non-infringing instruments, or refund the then fair market value of the Instruments (before taking into account the alleged infringement) upon return of the Instruments to Seller. Seller shall have no liability with respect to patents outside the U.S.
12. **Documents.** All documents furnished by Seller in connection with Instruments shall remain the property of Seller, and Purchaser warrants that they will not be used or disclosed except to enable Purchaser's installation, operation and maintenance of Instruments.
13. **Complete agreement.** These Terms and Conditions, together with any other contract documents signed by both parties (other than any terms on Purchaser's order that are inconsistent with these Terms and Conditions), constitute the entire agreement between the parties. The Agreement may be modified or amended only by a writing signed by an authorized representative of the party against which enforcement is being sought.
14. **Miscellaneous.** The Agreement is governed by the laws of The State of Colorado, U.S.A.