

Vertiv Corporation

March 19, 2019

Richard Wagner CITY OF COLUMBUS 1111 EAST BROAD STREET COLUMBUS OH 43205



March 19, 2019 **Richard Wagner CITY OF COLUMBUS** 1111 EAST BROAD STREET COLUMBUS OH 43205 **Quote Number: JB1796**

Phone: 614 645 0794 Email: riwagner@columbus.gov

Site ID: 106761 SP Reference: 295321 Discovery Ticket: 3644267 Tracker ID No: 72574

Hi Richard,

Thank you for your interest in Vertiv Corporation.

This price quotation does not include all applicable taxes, shipping and handling costs, unless otherwise noted. Sales Tax and shipping/handling costs, if there are any, will be added at the time of invoicing.

Please complete all required fields on the signature page and attach your Purchase Order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at (614) 841-7038.

I look forward to your response and the opportunity to work together to improve your data center investment.

Sincerely,

Joni Jane Gonzales

610 Executive Campus Drive Westerville, Ohio 43082

PHONE (614) 807-4014 **FAX** (614) 841-6676 **EMAIL:** <u>jonijane.gonzales@vertivco.com</u>

Quote Number: JB1796

CC: Renee Benedetti Helen Dy

Description of work:

Current situation: Condenser fan motor has failed inspection and needs replaced. **Plan for resolution**: Replace condenser fan motor. OEM motor has a May 2019 lead time, quoting aftermarket motor with a 2-3 day lead time.

MODEL NUMBER	TAG NUMBER
AC Unit	1886753
AC Unit	1886755

Materials			
QTY	DESCRIPTION/ Actual Part Number	PRICE	EXT. PRICE
2	Condenser fan motor	914.732	\$1,829.46
		Sub-Total	\$1,829.46
Labor			
HRS	DESCRIPTION	RATE	PRICE
8	Regular Business Hours	\$174.00	\$1,392.00
		Sub-Total	\$1,392.00

Total price not including tax:

\$3,221.46

This is to remind you that quoteJB1796was released on3/19/2019will expire on4/18/2019If you approve this work please SIGN THE ATTACHED SERVICE AUTHORIZATION FORM AND INDICATE YOUR PO NUMBER.Thank you for your kind consideration and attention to this matter.

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Quote Number: JB1796

Purchase Order must be assigned to:	Payment remittance address:
Vertiv Corporation	Vertiv Corporation
1050 Dearborn Drive	PO Box 70474
Columbus, OH 43085	Chicago, IL 60673
FID# 31-0715256	
PO should be e-mailed or faxed with signed proposal to:	
Vertiv Corporation	
Attn: Joni Jane Gonzales	
Fax: (614) 841-6676	
Please complete the following information (All fields are require	ed):
Purchase Order Number: Purch	ase Order attached: 🛛 Yes 🛛 No
If PO NOT attached, please specify reason:	
Invoice Delivery Method:	🗆 Email 🛛 Mail 🔅 Other
Billing Contact Person:	
Email:	
Bill-To Company Name:	
Federal Tax ID #	Bill-To City, ST Zip:
Tax Exempt: □ Yes (Attach tax exempt certificate) □ No	S l
Site Services/IT Contact Person:	
	GE DETAILS * *
For equipment not currently under a Service Agreement or for equipment for which the to bring equipment back to manufacturers specifications are the responsibility of the Bu	
visit or Service call. All pricing is valid only for Service coverage stated and is subject to	
is valid for 30 days from the date of this Proposal unless otherwise noted. INFORMA	
limited to Seller's Terms and Conditions located at termsconditions.vertivco.com unless	
has been executed by the parties, in which case the Terms and Conditions of the signed	
terms and conditions received by Seller and/or issued by Buyer.	
Signature of this agreement authorizes Seller to invoice for Ser	rvices mentioned herein and to utilize the provided
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■Vertiv Corporation TERMS AND CONDITIONS OF SALE

LERMS AND Verto Corporation is herein reterned to as he "Beller" and he culturer orperson or entity purchading goads andor sen(ces ("Goods") and mainter request tor services ("Parts" for licensing adhave and/or timware, which are preioded, or be used with Goods ("Software") form Beller is referred to as the "Bayer". These Terms and Conditions, any orice lister schedule, quabiton, actionale digment, Beller's scope or software mainter the same terms and the context and preventions, any orice lister scope or software") form Baherson and document incorporated by addite relevants the same of the Goods, Parts and Lensing of Bollware by Beller, and all associated terms, conditions and document (journing the same of cloods), the competed and culture associated therms context and document (journing the same of cloods), the same of the Goods, Parts, and beller, and all associated terms, conditions that her to combe and exclusive asthemation the same of the Goods, and the same of the Goods, Parts, and beller, and all associated terms, conditions that her to combe and exclusive asthemation the same of the Boose terms is a soft to the same of the Goods, and the competed and exclusive asthemation the same of the Boose terms is conditions and the software the same of the same of

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2. TAXED: Any current or future bit, duty, birlfor governmental charge (or increase in same) after ting Selections of production, saie, a or shipment of Goods Parts, and/or Software, or which Select is otherwise required to pay or collect in connection with the sale, pre-transmer, storage, processing, use or consumption of Goods, Parts, and/or Software, shall be they er soccount and shall be added to Bayer separative, site in a software, to an added to Bayer separative, site in a software, shall be the software in the

3. TERMS OF PAYMENT: Unless otherwise specified by Seler, terms are nethinty (30) days from date of Seler's invoice in U.S. currency, Seler shall have the right among other remedies, ether is terminate his. Agreement or to suspend turther performance under his and/or otheragreement with Buer in the eventBuer table table table and a superstanding aborney. Test and any superstanding aborney "test, relating to the colection of pasticular exortable under the performance under the table and a start be be determined by Seler witch that and accounting. Tany asymethyten due, table bar that a start be be determined by Seler, which table and exceed the remediance and the table table and a start be be determined by Seler, which table and exceed the maximum aborney berrited by the which table due und it is paid. Seler may at a rate is be determined by Seler, which shall not exceed the maximum tab permitted by law, from the date on which it is updit. Seler may preserve its interst in nayment by entroning any applicable mechanics, above, construction on similar len right. Should kuyer's functisiteripottality become unsatistatory is blier, cash payment of security lastistatory is belier may be required by Seler Tri Mure deleveres or performance of Goats Profs, and/or Solawar. E such cash payment or security lastistatory to belier may be required by Seler Tri Mure deleveres or performance. Buyer hereby, and/or Solawar. E such cash payment or security lastistatory to Seler may be required by Seler may alcontinue delever or performance. Buyer hereby grant Seler a security interstin al Goods, Parts, and/or Solawar sold b Buyer by Seler, main Seler may discontinue delever continue units all such Goods, Parts, and/or Solawar e such in the security interstin al Goods, Parts, and/or Solawar sold b Buyer by Seler, maintor Solawar e such and or Seler may discontinue delever as Seler requests to practs and precision security interstin al Goods, Parts, and/or Solawar sold b Buyer by Seler, which security interstinat as Seler requests to practs and precision security interstinations.

4. BHEMENT AND DELARSY. While being will use all reasonable commercial schrie by maintain the delayery date(s) andro performance date acknowledgeter (date(b)) Kein 4 halping) distance retermance dates expositioned from doguatanced. Beler rearries the right mate paid shipment. Select at the dots, that not be bound is binder delayery dany Gaoda, Parta, ander Sobarar e tor which Bayer that are provided strapp instructions and other required information. The shipment performance dates in ander Sobarar e tor which Bayer that are provided strapp reason. Bayer agrees to retirouse Belef to any and all garage custs and other additional exponse realing bendom. The shipmentain half and the solution of the distribution of the reason, suyer agrees a remouse Beler for any and al donge cost, and other additional expenses realing thereform. For takes in which the red domain of the cost, Parts, and/or followare is builded of the Other Bales (exception from termational associations) and of loss and/opailite is the Good, Parts, and/or followare shall transfer balyer immediately after the Goods, Parts, and/or Software and/or and terminal limits of the Unless (Bales, Tor International associates to Baleyr immediate) and or the Unless (Bales, Tori International associates to Baleyr additional companies, all subjects to Baleyr immediate) companies, all subjects to Baleyr additional and the Software shall be addited to companies, all subjects to Baleyr additional and the Software shall be addited to companies, all subjects to Baleyr additional and the Software shall be addited to companies, all subjects and software shall be addited to companies, all subjects and the Software shall be subjects and software shall be addited to addited. Any calities to the subjects of language to the Software shall be addited to Baleyr additional (BAN) (Balerri Software addited to Baleyr addited to

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5. <u>LIMITED: WARRANTY</u> Subjectib the limitations of Section 6, Belier's standard warranty hatis applicable to the Goods and/or Software at the time of purchase to the only warranty applicable to the sale of Selfer's Goods and/or Software and to terms, conditions and limitations are incoposited by referre to the only warranty hatiskill perform the service as described in the performs and constructions and will are the all responses body (or service as described in the performs) and used to the service as described in the performance and will are the all responses body (or service as described in the performs) and used to the service as responses body (or service as described in the performs). The service as described in the performs and constructions and will are the all responses body (or service as the service based or service). The service based or service as a conditioner, encryptically constructions, and there is the service as the service based or service as methyles and there is them as binding outpointer and work to the service of the service based or service). The service base body on the service as a service based or service as methyles and there is the service based or service to the service based or service that the service of the service based or service that the service based or service that the service based or service that the service of the service based or service that the service based or service that the service of the service based or service that the service of the service based or service that the service of the service based or service that the service of the service based or service that the service of the service based or service that the service of the service based or service that the service of the service based or service that the service of the service based or service that the service of the service based or service that the service of the service based or service that the service of the service based or service that the service of the service based or serv TRUDUU IS VIRNINGLI MENLENUER, ME UNINSKED ANS, WHERE, WITH NOWARRANT WHATSCHER, THE WARRANT SETRORTH IN THIS BECTORE AND TREWARRANT SETRORTH BECTORE ARE THE SOLE AND DOCULINE WARRANTES DAVES AND THE SETRORTH AND THE DAVES AND

SELER'S WARRANTYEXTENDS ONLYTO FURCHASERS WHO BUYFOR NDUSTRIAL OR COMMERCIAL USE. This warrang does notesterd b any losses or damagesdue to insue, acdord, abue, negled, normal war and text negligence (der than Bieler's), unauhorast modification or alterdar, use beyond rebit capacit, unaubitor powersources or information canditors, improper handliation, repart, handling, maintenance or application or any other cause notice build feiler. To the extentinatibuyer or is agents have supplied specifications, althour powersources or doperang conditions offer daus being in the section or design of the Good and/or Salver and the preparation offelier's quadration, ander scoge divert, and in the ever that actual operating conditions or other conditions differ to minor remembed by Buyer, any warrates or dher powidons doming that and one day the design of the Good and in Salver explorability for any usarrates or dher powidons contained herein that actual operating conditions or other conditions differ to minor remembed by Buyer, any warrates or dher powidons doming that and organize provide the day dates of dates of the section of values dates of dates of the dates of th ted with, or resulting from the use of Goods, Parts, and/or Software, either alone or in combination with other pro

S. LIMITATION OF RENEDY AND LIABLITY: THE SOLE AND EVOLUTIONE RENEDY FOR BREACH OF ANYWARRANTY HEREUNDER (OTHER THAN THEWARRANTY ROVDED UNDER BECTON 3) SHALL BELIMITED TO REPAR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE REVE UNDER BECTON 5. SALLES MALL NOT BE LIABLE FOR DAMAGE CAUBE DE YOLAY IN PERFORMANCE AND THE REMEDES OF BUYER SET FORTIN IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAM OR CAUSE OF ACTION (WETHER BASED NOOTHACT, NERFONDERDST, THEOLOGICAL STRUCTURE) TO ROTTING THE CLAM OR SOLVERS AGREEMENT AND IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAM OR SOLVERS AGREEMENT AND THIS CUITOMENT ENDED THE REGULARE OF THE FORM OF THE CLAM OR SOLVERS AGREEMENT AND THE CUITOMENT ENDED THE REGULARE OF AND EVENT, REGARDLESS OF THE FORM OF THE CLAM OR SOFTWARE FRONTO WETHER BASED NOOTH CONTOMENT ENDEDD THE REGE AGREEMENT ARE DECLUSOR. AND THE SOFTWARE FRONTO WETHER ARE ONNO THE CUITOMENT ENDEDD THE REGE THAD BY BUYER FOR THE BRECHC GOODS, PARTS, ANDOR SOFTWARE FRONTONED BY THE REGINA ON THE CLAM OR CAUSE OF ADDR.

BUYER AGREES THAT SELLER'S LABLERY TO BUYER ANDOR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTA CONSEQUENTIAL OF ROINTHE DAMAGES. The term "consequential damages" shall include, butnotice timbel b, loss of antroped profits, loss of antroped profi re is given Privers fok

7. <u>INURANCE</u>: Seler shall manishin the following insurance or self-insurance coverage: Worker's Compensation in accordance with the statuty requirements of the state in which the work isperformed Empkyer's Liability with a limit of liability of \$2,000,000 per occurrence for boolly injury by decase. Commercial General Liability (OLL) for boolly injury and property damage with a limit of \$2,000,000 per occurrence and per observations and accordance with the statuty in cload any operation damage and accordance with the statuty in terms or balance with a limit of \$2,000,000 per occurrence and per observations and accordance and accordance with a limit of \$2,000,000 per occurrence and per observations and integer expensions and accordance and accordance and accordance and liability insurance half to combine any accordance and accordance to the balance and accordance accordance and accordance a

8. <u>PATENTS AND COPYRGINTS</u> Subject to the limitatons of the second paragraph of Section 5 and any and all associated terms, contilions and documents incorposed by sports (reference by Seler, Seler varmatic hast the Goods and/or Softwares and, except as a error and so particularly br Buyer use the condition hastayer prompt notly Seler of any claim or sultivationing Buyer in witch such infragments alsofted and cologenees built (Sale and conceptione) witch as a soft de add cologenees builty with Seler and parts in the second bastayer prompt, notly Seler of any claim or sultivationing Buyer in witch such infragments alsofted and cologenees builty with Seler and perticular builty and the second bastayer prompt, notly Seler of any claim or sultivation bastayer prompt, notly Seler of any claim or sultivation bastayer prompt, notly Seler of any claim or sultivation bastayer prompt, notly Seler of any claim or sultivation bastayer prompt, notly Seler of any claim or sultivation bastayer prompt, notly Seler of any claim or sultivation bastayers on the second bastayer and the sultivation bastayer prompt, notly Seler of any claim or sultivation bastayers on the second bastayer and the second bastayer and the second bastayers and the second bastayers and the second bastayer and the second bastayers and the second bastayers and the second bastayer and the second bastayers and the second bas such doods andor botware are ned to immige such a U.s. paerior copyright such sub,and me use ortisch doodsandor solware is enjored or i ju compromise or selementismade by leiter, beier shall haveter pright die boton and expense, biprouch tre buyer hen gints combue usingsuch Gata andor Solware, or replace them with non-mining Goods and/or Solware, or modif same to become non-infinging, organisma Buyer a cest to the deprecised value of our Goodsandorfoldmare and acceptreum offeren. In the event/in the trepring, Beierrang sub,as the option, cancel the agreent as to future deliveres of such Goodsandor Solware, without bally, Bicceptas offerwise pravide there, Beier or applicable third party licensorb See mathans alinght, the and interest in a to the mitlectuation property in the Godar Rate, andre Godarae.

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<u>CANCELLATON</u>: Buyer may cancel ordersonly upon reasonable advancewriten notice and upon payments Seller of Seller's cancellation chages which include, among other things, all costs and expenses incured, and is cover commitments made by the Seller, and a reason ade profit thereon. Seller determination or such cancel sallow conducts.

11. <u>CHANGEE</u> buyer may request changes or additions to the Goods, Parts, and/or Software consistent with Seler's specifications and criteria. In event such changes or additions are acapted by Seler, Seler may revise the price, Icense thes, and dates of delvery and/or performance dates, reserves the righted change delgans and specifications to the Goods, Parts, and/or Software being mode-to-order for Bayer. Exceptivity respects 0 Parts, and/or Software being made-to-order for Bayer. Seler shall have no obligation to instal or make such change in any Goods, Parts, and/or Software being made-to-order for Bayer.

12. NUCLEARMEDICAL: GOODS, PARTS, AND SOFTWARE SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLER, MEDICAL, LIFE-BUFFORT AND REATED APPLCATIONS. Buyer access Goods, Parts, and Software with the threpsoin understanding, ages to communicate the area in writing bus vulnequentity to these or users and bud beind, indemini and hold harming there there many taking, sogress July Lightmets and damager, including including and consequents disarger, arising formach use, whether the cause of action be based in britcontradir one-review, including legislation tables based on heighteen or strictiability.

13. ASSOCIMENT: Buy er shall not assign is rights or delegate its dutes hereunder or any interesthere in without the prior written consent of Seiler, and any such assignment without such consent, shall be void.

14. <u>SOFTWARE</u>: Nowthstanding any other provision herein to the contrary, Seler or applicable third party licensor to Seler shall relative ownership and the inits respective Software, including without limitation all rights of ownership and the inits respective copies of such Software and the second state of the second state one of the second se Second second

15. TOOLING: Tool die, and patiern charges, fany, are in addition is ite price of the Goods and are due and payable upon completion of the boing. All such boils, dies and patierns shall be and remain the property of Seiler. Charges for boils, dies, and patierns do nationner bis Buyer, the connership intend n, or rights b possession or removal, or prevent their use by Beiler for other purchasers, except as otherwise expressiver ovided by Beiler and Buyer in writing with reference bits provision.

16. <u>DOCUMENTATION</u>: Selectshall provide Buyer with that datakicocumentation which is specifically identified in Selec's quotation. If additional copies of datakicocumentation are to be provided by Select, itshall be provided to Buyer at Selec's applicable prizes then in effect.

17. <u>NSPECTONITESTING</u>: Buyer, at the option and expense, may observe the inspection and testing by Seler of the Goods and/or Software br compliance with Seler's standard test procedures prior to shipment, which inspection and testing shall be conducted at Seler's plant at such reasonable time as is win evers sendard est procedures prior to shipmert, which highedon and esting shill be condicide at Belier's plot at activity hereasonable the at as specified by Belier. Any rejection of the doods and/or Software must be maderomally by Buyer bene shipmert. These shall be deered be asts baday completed and the bit fully met when the Goods and/or Software meet Belier's criteria brauchprocedures. FBuyer does indipate the doods Software at Belier's plants provided herein, Buyer shall have the (11) approximation for a dood follower of Goods, Parts, and/or Software and Enter with safe and complete on deal of the services is bispectified Goods. Parts, and/or Software and the eventid any non-commit, Buyer mustge unqualited acceptance of the Goods. Parts, and/or Software. Buyer's sole remedy to non-conforming services shall be correct performanze of services incorrectly performed by Belier.

18. <u>BETURNED GOODS</u>: Advance writen permission b return Goods, Parts, and/or Software must be obtained from Seler in accordance with Seler's then currentReturn Material Authorization (RMM) procedures and a return authorization number issued. Such Goods, Parts, and/or Software must be (U) antiportation (RMM) and (Software must be (U) antiportation (RMM), advance and (III) shipper transportation (RMM), Seler's Software and (III) shipper transportation (RMM), Software and (III) shipper transportation (RMM), Seler's Software and (III) shipper transportation (RMM), Software and (RMM), Sof

19. BLABLE SERVICES: Additional charges will be blied to Boyer at belier's then prevaling labor rates and Parts prices to any of the blowing: a) any services notabectified in Bieler's audition, Bieler's order actionwise prevention (Bieler's scope of voricit, or of her documents retrements and thereing) any services prevent at three of the hall beir's rounding lanck is hang; (Thinky and responsible and/or equipation) responsible and the exclusion of the hall beir's order and thereing and there is a service of the hall beir's and the exclusion of the constraints of the hall beir's and the exclusion of the hall beir's and the exclusion of the hall beir's and the exclusion of the constraints and the exclusion of the hall beir's and the exclusion of the constraints and the exclus

20. <u>DRAWNOS</u>: Seler's documentation, prints and drawings (including without limitation, the underlying technology) furtished by Seler to Bayer in connection with this Agreementare the property of Beler and Seler retains all rights, including without limitation, exclusive enjoits of use, it consisting and as the prosenty of Beler and Seler retains all rights, including without limitation, exclusive enjoits of use, it consisting and as the prosenty of Beler and Seler retains all rights, including without limitation, exclusive enjoits of use, it consistent of use and the prosenty of the provided in the prosenty of the provided in the prosenty of the provided in the provided in

21. BUYER SUPPLED DATA: To the extentinal Seler has been provided by, or on behalf of Buyer any spedications, description of operating conditors or other data and information is connection with the selection or design of the Goods, Parta, and/or fortunate, and/or the provision of services, and the add operating conditions or other droxumbaces dither from those provided by Buyer and relied upon by Seler, any warrantes or other provisions schallen the interval which are affected by such conditions shall be null and vidd.

22. <u>EPORTIMPORT</u>: By eragress that all applicable importand export on trol laws, regulations, orders and requirements, including without imitation those of the United States and the European Union, and the jurisdictors in which the Seler and Buyer are established or form which Goods, Parts, Software, and services may be supplied, will apply to their receiptant use. In no eventshall Buyer use, transfer, release, import, export, Goods, Parts, Software in violation of such applicable taws, regulations or regulation regularizements.

23. NON-BOLIGITATION: Buyer shall not solicit, directly or indirectly, or employ any employee of Beller during the periodany Goods are being provided to Buyer and for a period of one (1) year after the last provision of Goods.

Buyer and br a period of one (1) year after the tastprovision of Goods. 34. <u>JOEERAL EROUGHOUS</u>: This Agreements supersides all offer communication, neoplations and proportial or witten tablements regarding the subtact although the superside of the superside of the superside of Goods and Superside of the supe

The validly, performance, and all other matters relating to the interpretation and effectof this Agreementshall be governed by the law of the state of Ohio without regards to conflict to awa principies. Buyer and Seler agree that the proper venue that all actions arising in connection therewith shall be any in following the parties agree to submit such juridation. No action, regardless of forms arising underthans adors results to the the international Seles of Goods shall be any in the party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the international Seles of Goods shall not apply to this agreement.

appy is in agreement. 25 <u>DATA COLLED TOM AND LUBE</u>. By using the Goods, Parts andor Software, Buyer grants Seler, It a filtues, subsidiaries, and service providers, a non-exclusive, inrevoable, royaly they, workwise (roll and a contracting section), subsidiaries, and create derivative works of your non-encrup information and data, witch in cluster witching that a data, materials, exponduc, and create derivative works of your non-encrup information and data, witchin incluses witching that and an anterials, exponduc, and create derivative works of the data and/or software. Seler, is databas, a subsidiaries, and sentee poviders monotories, and service, and reate derivative works of Edware Data's lister, and service, support, and mathemance. (It is develop and improve products, software, and service, and if it part centers of the databas, subsidiaries, and service, and if the necessary for Beler, the afflustes, subsidiaries, and service providers to process and/use to Bab, and Super and service, and if the necessary for Beler, the afflustes, subsidiaries, and service providers to process and/use bab events of the databas, subsidiaries, and service, and with the necessary for Beler, the afflustes, subsidiaries, and service providers to process and/use bab events of the databas, subsidiaries, and service Databas developed with databas, subsidiaries, and service Databas during the index of the databas, and service providers to Buyer or any third paty, the databas of the Databas developed with databas, and the bab events databas, and the subsidiaries, and service Databas discribed bab events babyer and third babyer. Databas described to third path. The Beroker Data and the analyticada databas and the analyticada with databas and the analyticada databas. Subsidiaries, and service Databas databas and the analyticada d Service Data may be transf service usa win nonimimona reveal kayers is being in a scorance win appracease, service usa minore enablement instruction of distributed, store, and processed in, ical computing environment in the United Steles or any other courty in which fields a studied, and and provider instructions. By using the Steles, they, and/other Steles or any other courty in which fields a studied by the start and the start of the affilies and using the start of th

26. <u>ADDITIONAL SERVICE CONDITIONS</u>: The Buyer shall furnish b Seler, also cost subble working space, sbrage space adequinght, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from whe Ight verifiation, regulate deciric power and outes for testing purposes. The builties shall be within a reasonable distinct formwhere the Good are be be provided. Select and be representatives shall have til and the accuss the equipment hore the provide the necessary dood. Buyer subtortes side to send a service technicianor an autobated agent bacces any ble requested by giver to perform service, including services and different scoges drawf and equipment as requested by Buyer. Buyer shall provide the means to shut-offand secure electric power to the equipment and provide safe working conditions. Beiter is under no dispose of Parts or equipment unless specifically agreed upom Testing are used and and equipment and the secure of the secure deciric power to the equipment and provide safe working conditions. Beiter is under no dispose of Parts or equipment unless specifically agreed upom Testing are used and the secure deciric power to the equipment and provide safe working the secure of the secure of the secure and the secure deciric power to the equipment and provide safe working to additional beiter to under no dispose of Parts or equipment unless specifically agreed upom Testing to compare the secure additions and the secure deciric power to the equipment and the secure additions are beit to under the secure additions are additioned and the secure additions are beit to under the secure additions are additioned and the secure additioned and the secure additions are additioned and the secure additions are additioned and the secure additioned and the secure additions are additioned and the secure additions are additioned and the secure additions are additioned and the secure additioned and the secure conditors, Beler is under no objąston bremove or dispose of Partis or equipmentulies specifically agreed uponh Belers is specifically agreed by the mer of order pacementand hereaser, drain y unaste on hazardas usbate, or oradion atte set, including, but not limited ib, the presence of asbesto er asbesto-containing metricals, and fail provide Beler with any applicable Metrical Data Botek (agreeding bestame, why loses, cook, damoges, claims and express. Including, metrically Belers are autoRbuyer's blue to so avive Beler shall be bone by Rayer. Beler, in its sole discretion and without cost or penally, resences the rights cancel is performance under the Agreement any other chromating Beler as any other chromating agreeding bestame the sole and any other chromating agreeding bestame the nature of Belers any other chromating and terms and any other chromating agreeding bestame the result Buyer's blue best of the agreement best and without cost or penally, resents the rights cancel is performance bestame to bayer blowing Beler discover of unaste or hazardos site subtame any other chromating as and all mest that a best and the nature of Belers performance best and unappoint the foreign agreement bestame to the sole and the result of Beler sole and any other chromating and all mest that any best and be nature of Belers performance best and the sole and the sole accus. Buyer performance best any cost of the any especies and curreding all provide all imest that a best and best as the set to all best and be been to be all exceeding all provides all imest that any best of Beler sole and any other chromating and beginse that all mest that all best as the set to all best any unapproved best and best and best and any other chromating any Buyer exceeding and best and the set to all best any unapproved best and the set of the set

27. <u>IDEMUT</u>: Such party shall hereinity and policy between the other party harmises tomics, damage, lability or expense resulting from damage to persons property of a bird party, or hybride, including death, to hird parts to the extent caused by a negligentation romission offer party and purvising hordermidiate of the party shall be reduced by the extent caused by a negligentation romission offer party and purvising hordermidiate of the party shall be reduced by the extendizance and the party shall be reduced by the extendizance and the other party in accordance with and to be extendized by the other party, in writing, of any claim, demund and to be extendized by the other party in all extendized by the other party, in writing, of any claim, demund or sub to be used to be extended by the other party, in writing, of any claim, demund or sub to be extended by the other party in all extended by the other party, in writing, of any claim, demund or sub to be shall be reduced by the other party in all extended by the other party, in writing, of any claim, demund or sub to be extended by the other party in all extended by the other party is been in all be detered whiled.

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