Posting Notice/Posted kc 09.17.26

MODIFICATION (WAIVER) REQUEST

MR# 27-124
Assigned by Purchasing Div.

Date	Original RQ #	MR Description	
September 17, 2026	13158	Aria Filtra Salmon Creek Microfiltration System Module Replacement	
Department & Division		**Department Head Signature**	**Estimated Cost**
FIN-CONT		Nate Rumsey (Sep 16, 2026 16:23:48 AKDT)	$ 436,622.48
Contact Name-Number	Alan Steffert alan.steffert@juneau.gov	**Vendor Name**	Aria Filtra
Is this Procurement State or Federally funded?	○ YES	◉ NO	

If this is a reoccurring MR, please complete the table below each FY

FY	RQ	$ Amount	PO #

◉ **Sole Source:** The purchase of a commodity or service from the only known single source. *Attach verification.*
Code Provision: 53.50.090 (c)

○ **Class 2 Emergency:** A circumstance that poses a threat to the health, welfare or safety of the public.
Code Provision: 53.50.090 (L)

○ **Rider to Another Contract:** A vendor may extend another government agency's bid or contract pricing to CBJ. The proposed purchase must meet CBJ purchasing requirements and must have been competitively bid.
Code Provision: 53.50.090 (f) **Agency:** _____ **Contract #:** _____

○ **No Substitute:** A request for a specific brand name and model number of a particular item to be purchased. The item must be available from more than one supplier.

○ **Other:** Clear explanation is required. **Code Provision**: (if applicable) _____
Explanation:

Reason for Modification Request:

Please complete this form and attach all supporting documents.
Give complete, accurate, detailed explanation of your request. Please be specific.

The Engineering Department has requested a sole source purchase of Aria Filtra replacement modules for the Salmon Creek water filtration plant. The plant is built around a custom filtration unit that uses the proprietary filter modules. These modules must be installed under the supervision of a factory authorized field service technician to maintain the module warranty. The modules are typically replaced after ten years, and the last replacement was over ten years ago. To ensure the continued used of the plant, these modules need to be replaced.

BEFORE SUBMITTING ENSURE THAT THE ABOVE IS COMPLETED

Approved By:

Renee Loree 09/17/2026

Purchasing Officer **Date**

City Manager **Date**

Purchasing Officer Comments

Outlook

Re: Alan Steffert - Aria Filtra - PJ#: 02.000475

From Contracts <contracts@juneau.gov>
Date Mon 9/14/2026 3:36 PM
To Alan Steffert <Alan.Steffert@juneau.gov>

This is great! I'll get everything documented and if more is requested, I'll let you know.

I'll be in touch soon!

Stevie Leeann Gawryluk
Contract Administrator
she/her
Finance Department I City & Borough of Juneau, AK
On the Traditional Land of the Tlingit People
Office: (907) 586-0800 ext. 4196 I Web: [www.juneau.org]www.juneau.org

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From: Alan Steffert <Alan.Steffert@juneau.gov>
Sent: Monday, September 14, 2026 2:04 PM
To: Contracts <contracts@juneau.gov>
Subject: RE: Alan Steffert - Aria Filtra - PJ#: 02.000475

See below in RED.

AI Overview

Replacement microfiltration (MF) or ultrafiltration (UF) hollow-fiber modules for an Aria FIT packaged water treatment system **must be sourced directly from Aria Filtra (Trojan Technologies) or an authorized regional OEM representative**. Trojan Technologies +2

Replacement Overview

- **OEM Manufacturer**: Aria Filtra (formerly Pall Water, now a division of Trojan Technologies). Trojan Technologies
- **Module Tech**: Proprietary hollow-fiber membrane modules (microfiltration or ultrafiltration depending on your specific Aria FIT configuration). YouTube · Aria Filtra
- **Support & Maintenance**: Maintained via the Aria CARE service program for membrane integrity testing, replacements, and chemical cleaning scheduling. Hach +1

How to Order

1. Go to the Trojan Technologies Aria Filtra Contact Page to request official OEM replacement components.
2. Provide your specific plant serial number, current skid configuration, and whether your system operates on microfiltration (MF) or ultrafiltration (UF) fibers. Trojan Technologies

If you'd like, I can help you:

From: Contracts <contracts@juneau.gov>
Sent: Monday, September 14, 2026 11:41 AM
To: Alan Steffert <Alan.Steffert@juneau.gov>
Subject: Re: Alan Steffert - Aria Filtra - PJ#: 02.000475

Hi Alan,
Alright, I'm ready to get this off the to do list. Overall, this sounds like a sole source request which will require an MR before we can contract it. Will you let me know the following:

1. Why is this purchase a particular need for CBJ? The Salmon Creek water filtration plant is built around a custom filtration unit that uses proprietary filter modules. The modules are typically replaced after ten years in service. It is over ten years since we brought the plant into service and it is time to replace our filter modules if we want to continue operating the plant.
2. Why would no other service/product be acceptable? The plant uses proprietary filter modules that must be installed under the supervision of a factory authorized field service technician to maintain the module warranty. Replacement modules are available through the equipment manufacturer/distributor.
3. Is there only one single known source for the service/equipment? If so, does the manufacturer have any supporting documentation that can submitted to CBJ as back up? See above. Service and parts requests are

made through the equipment manufacturer's portal. They provide filtration modules from their national warehouse and service techs dispatched from their regional distributor.

4. Where would the PO be coded? W75-063 (414900101 – 750630140- 5390)

The responses to these questions will be used as backup for the formal request to Renee.

Stevie Leeann Gawryluk
Contract Administrator
she/her
Finance Department I City & Borough of Juneau, AK
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Office: (907) 586-0800 ext. 4196 I Web: www.juneau.org

From: Contracts <contracts@juneau.gov>
Sent: Friday, September 11, 2026 4:15 PM
To: Stevie Gawryluk <Stevie.Gawryluk@juneau.gov>
Subject: Fw: Alan Steffert - Aria Filtra - PJ#: 02.000475

Stevie Leeann Gawryluk

Contract Administrator

she/her

Finance Department I City & Borough of Juneau, AK

On the Traditional Land of the Tlingit People

Office: (907) 586-0800 ext. 4196 I Web: [www.juneau.org]www.juneau.org

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From: Alan Steffert <Alan.Steffert@juneau.gov>
Sent: Tuesday, September 8, 2026 1:54 PM
To: Fischer, Steven S <steven.fischer@trojantechnologies.com>
Cc: Brian McGuire <Brian.McGuire@juneau.gov>; Contracts <contracts@juneau.gov>
Subject: RE: Alan Steffert - Aria Filtra - PJ#: 02.000475

Attn: City of Juneau

Alan Steffert / Alan.Steffert@juneau.gov / (907) 789-4743

Date: 08/21/2026
Revision: 03
Re: Module Replacement (Supervised Install, with Freight Included)

Scope of Services

Technical Scope of Supply – MF System Module Replacement

Aria Filtra is pleased to propose providing labor and materials described below for replacing 48 Microfiltration Modules on each of 2 filtration racks on the City of Juneau Module Rep water filtration system, for a total of 96 modules. Module replacement will be performed one rack at a time.

Item 1 - Modules and associated items: Aria Filtra will provide the following materials for module replacement:

- 96 ea Aria Filtra Microfiltration modules
- 2 Gal. Lubricant for module nuts
- 192 ea Module nuts
- 202 ea Module O-rings
- 5 ea XR Gaskets
- 5 ea XR Nuts
- 192 ea Upper end caps
- 0 ea Lower end caps
- 3 each module wrenches
- 98 each 1.0-inch clamps
- 196 each 2.0-inch clamps

Item 2 – Installation Supervision: ***Aria Filtra will provide a qualified Field Service Engineer (FSE) to supervise and assist with removing the old modules and installing the new modules. This module replacement project will require an additional crew of 3 people for 2 days in addition to the Aria Filtra FSE complete. Additional labor crew is by others.***

Overall, Aria Filtra expects the work to take up to 3 days to complete, including set up at the beginning and clean up at the end. As part of this work, Aria Filtra will also provide a new Operating Protocol, and update the system Process & Instrumentation Diagram (P&ID) drawing.

Aria Filtra will provide a new Operating Protocol as part of this work. The Operating Protocol is a document created by Aria Filtra's Process Engineers based on a review of your MF system,

together with incoming water quality*, and includes recommended settings and protocols for Flux Maintenance (FM), Enhanced Flux Maintenance (EFM) and Clean-In-Place (CIP) operations. The OP is designed to give operators the information and guidance to achieve optimal system performance results. Potential benefits from following Aria Filtra's Operating Protocols include improved cleanings, increased up time, and extended service life.

To prepare the operating protocol, the customer must provide the following:

- 3 to 12 months' worth of operating data
- Setpoints screenshots
- recent WQ data
- pre-and post-treatment processes and performance data trends like Flux, Flows, TMP, Temperature-Corrected Specific Flux (Permeability), Temperature, Process active code,
- cleaning frequency and concentrations

Copies of both the P&ID and the Operating Protocol will be provided shortly after completion of the installation work.

*Incoming water quality data is provided by the customer. Necessary data include:

- TOC/DOC
- Metals (Dissolved and Total): Fe, Mn, Al
- Turbidity
- TSS
- Alkalinity
- Hardness

Aria Filtra can provide the comprehensive water quality analysis needed for the Operating Protocol at additional cost.

The Aria Filtra Field Service Engineer will arrive at the site a full day before the start of the module removal process to meet with site personnel, review the site where the work will be performed, and make preparations for the module change-out process.

Once full drainage of the cleaned rack has been verified the old modules will be removed and the new ones installed. The old modules will be set aside for disposal. The new modules will need to be drained of preservative prior to installation on the module rack. Aria Filtra will provide a Material Safety Data Sheet for the module preservative upon receipt of order. Disposal of old modules and module preservative is by others.

Once the full set of modules is installed on each rack, the rack will then be filled and rinsed in place to ensure all preservative has been removed from the modules. The FSE will then verify the operating set points, oversee the start-up of the rack, and verify proper operation.

PLEASE NOTE: If the customer has any safety concerns over potential exposure to collected contaminants while working with the old membrane modules, Aria Filtra recommends performing

chlorinated EFM's just prior to module removal for change-out and the FSE's arrival on site.

*******FREIGHT INCLUDED IN PRICE BELOW*******

Disclaimer: This proposal is based on information and conditions known at the time of quotation. AriaFiltra reserves the right to revise this proposal through change order(s) should conditions vary significantly from those known at the time of quotation and require additional work or materials. In the event tariffs or surcharges are imposed following the date hereof that result in cost increases to Aria Filtra, Aria Filtra shall be entitled to an increase in the purchase price in an amount equal to such tariffs or surcharges incurred by Aria Filtra.

Total amount for purchase order: $436,622.48

Currency: USD
Terms: 20% Billed at PO Acceptance (net 30 days)
80% Billed upon delivery of modules & parts (net 30 days)

- Modules are subject to availability at receipt of PO. Delivery to be confirmed at time of order confirmation.

Service Reports: If service reports are required by your site to comply with your company or state regulations, please indicate in your order that service report documents are required. Service reports detailing the visit and recommendations will then be provided.

Materials: This proposal covers parts and services.

Module Recycling: AriaFiltra has invested in a process to recycle modules for short-term and/or less critical applications. If your modules qualify for recycling, AriaFiltra will take possession of them after removal saving the costs associated with module disposal. To determine if your modules qualify for recycling, please complete the attached "Module History" questionnaire and return it to AriaFiltra for evaluation. AriaFiltra may request a module for further evaluation based to determine suitability for recycling following review of the information provided.

Validity: This proposal is for 30 days (or Specific Date). If a purchase order is not agreed upon by Seller and Buyer within the price validity period, the pricing set forth in this proposal shall not apply.

Module Availability: We are currently experiencing a shortage of modules due to the high global demand for PVDF (the raw material used to manufacture modules). Modules have been allocated for this proposal for the validity period stated above. We cannot guarantee module availability beyond this time. A contract must be executed with agreed upon T&C's to secure the module supply.

Terms of Sale: Standard Terms and Conditions of Sale Non-Systems – The Americas

Terms of Service: Regular minimum service charge is for a 10-hour day.

Module Warranty: The modules are warrantied for defects in material and workmanship for a period of 12 months from the date of delivery. Where AriaFiltra provides installation and/or installation supervision as part of the replacement module order, the modules carry an extended limited warranty. Please see the Limited Warranty in this document for details.

Service Order acceptance and payment terms: AriaFiltra Advanced Separations Systems requires all accounts outstanding beyond 30 days to be paid in full prior to order acceptance. Your account status will be verified at the time of order placement, and you will be notified if you have a balance due. To avoid order processing, goods shipment or service scheduling delays, please insure your account is up to date in advance of placing your order. Charges per the proposal will be billed automatically upon completion of the service, and sign-off of the service report, and become payable within 30 business days of receipt of the invoice.

Changes: AriaFiltra shall not implement any changes in the scope of services described in AriaFiltra's proposal unless the Customer and AriaFiltra agree to the details of the change. Any resulting price, schedule or other contractual modifications will require a verbal change called into AriaFiltra's Customer Service Department, with follow-up written confirmation. This includes any changes necessitated by a change in applicable law.

A Purchase Order or written authorization to accept the contract of work as described, along with a signed copy of the attached Customer authorization for service is required in advance of PASS providing the service defined in this proposal.

Please Address Your Order to: AriaFiltra to the below contacts:

Please direct your purchase order to:

For US / Mexico / Latin American Customers	For Canadian Based Customers
Trojan Technologies Corp P.O. Box 5630, 839 State Route 13 Cortland, New York 13045-5630 Phone: 866-475-0115 Email: AriaFiltraCS@TrojanTechnologies.com Attn: Customer Service	**Trojan Technologies** 3020 Gore Rd., London, ON, Canada N5V 4T7 Phone: 866-475-0115 Email: AriaFiltraCS@TrojanTechnologies.com Attn: Customer Service

AriaFiltra Systems Support

To obtain support for your AriaFiltra systems installation, our Customers can contact AriaFiltra via our toll free number at 866-475-0115 or by email to AriaFiltraCS@TrojanTechnologies.com. Through this channel, you gain access to warranty assistance, technical support as well as our service and spares team.

AriaFiltra Customers have access to this 24/7 Service Hotline. AriaFiltra System Engineers are on full-time rotation to provide around-the-clock availability of live technical support. This service is charged at $300 for support time for the first 30 minutes, during normal workday hours between 9:00-AM and 4:00-PM EST, excluding weekends and holidays.

If your system is out of warranty or does not have a 24/7 service support contract, there will be a charge when technical support is to be provided for intervals of longer than 30 minutes, or after-hours technical support to resolve the issue. Extensive off-site support will require a purchase order or credit card. Billing is based on a minimum 1-hour charge at AriaFiltra's off-site hourly service rate. You will be asked to provide your credit card number or service contract purchase order number that will be billed at AriaFiltra's Off-Site Service Rates, with a minimum 1-hour charge. If the problem cannot be resolved over the telephone, the Customer can request an AriaFiltra System Service Representative to visit the site location. You will be quoted an Emergency Service Rate and billed for last-minute travel expenses.

Please feel free to call me at your convenience with any questions or comments. We look forward to providing you with field services to assist you with system operation and await your purchase order.

Respectfully Submitted,

AriaFiltra
Steven Fischer
Regional Manager
425-325-0511
Steven.fischer@trojantechnologies.com

CUSTOMER AUTHORIZATION FOR SERVICE FORM

I am an authorized representative of the Customer, and I accept the Terms and Conditions of this Service Agreement on behalf of the Customer. I authorize AriaFiltra Systems to perform the work defined in this agreement, and accept the costs and charges defined in this agreement.

Company:

Print Name	**Title/Position**
Signature	**Date**

Purchase Order No. or Reference for Billing: _____

Requested Date(s) to Schedule Service Visit(s): _____

(Unless deemed emergency service, please allow a 4-week window to accommodate scheduling by Aria Filtra.)

Remit this form & PO# to our AriaFiltra Customer Service email: AriaFiltraCS@TrojanTechnologies.com

Effective Date and Duration: This Agreement will be effective as of the date signed above, and will remain in effect:

- for 12 consecutive months (or as indicated in the annual or multi-year contract)
- or until 30 days after receipt of written notice of termination by either party.

Customer Billing Address:	**Customer Shipping Address (Spare Parts):**
_____	_____
_____	_____
_____	_____

Customer Comments: _____

_____

_____

_____

Terms and Conditions of Sale

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by the seller entity identified on the purchase order ("SELLER") and sold to the original purchaser thereof ("BUYER"). The term "SELLER" includes only SELLER, and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of SELLER and BUYER, these Terms & Conditions of Sale establish the rights, obligations and remedies of SELLER and BUYER which apply to this offer and any resulting order or contract for the sale of SELLER's goods and/or services ("Products").

1. APPLICABLE TERMS & CONDITIONS: These Terms & Conditions of Sale are contained directly and/or by reference in SELLER's proposal, offer, order acknowledgment, packing slip, and/or invoice documents. The first of the following acts constitutes an acceptance of SELLER's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions of Sale: (i) BUYER's issuance of a purchase order document against SELLER's offer; (ii) acknowledgement of BUYER's order by SELLER; or (iii) commencement of any performance by SELLER pursuant to BUYER's order. Provisions contained in BUYER's purchase documents (including electronic commerce interfaces) that materially alter, add to, or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. CANCELLATION AND RETURN: The whole or any part of this order may be cancelled only with the prior written consent of SELLER. If SELLER does consent to a cancellation, such consent will be given only upon payment of reasonable cancellation charges in an amount determined by SELLER and which will include recovery of costs plus reasonable profit. In addition, with respect to any Products returned on cancellation, BUYER will pay SELLER's cost of placing the returned Products in a saleable condition, sales expenses incurred by SELLER in connection with such returned Products, a reasonable restocking charge and freight costs incurred in connection with the original shipment and in connection with returning such Products to SELLER, all in such amounts as are advised to the BUYER by SELLER. SELLER may cancel all or part of any order prior to delivery without liability if the order includes any Products that SELLER determines may not comply with export, safety, local certification, or other applicable compliance requirements. If SELLER'S offer contains a cancellation schedule, such schedule shall apply in lieu of the cancellation charges stated above.

3. DELIVERY: Delivery will be accomplished FCA SELLER's determined shipping point; or on SELLER's discretion it will ship DDP or DAP foreign port unless otherwise expressly agreed between the parties using Incoterms® 2020. At SELLER's discretion other terms under Incoterms® 2020 may be used as required. In the event of any reference to "prepay and add" the applicable Incoterms® 2020 will be DDP or DAP at SELLER's discretion, while any reference to "collect" will be deemed to be FCA under the Incoterms® 2020 regardless of reference to reference to shipping point. In the event DDP or DAP is used for a transaction SELLER reserves the right to select the carrier and shipping mode. BUYER agrees to pay SELLER for any sales tax, brokerage fees, or other costs incurred as a result of the shipping mode chosen by SELLER. For all intents and purposes, the FOB/FOD Legal title and risk of loss or damage pass to BUYER upon transfer to the first carrier, regardless of final destination and mode of transit. SELLER will use commercially reasonable efforts to deliver the Products ordered herein within SELLER's normal lead-time necessary for SELLER to deliver the Products sold hereunder. Upon prior agreement with BUYER and for an additional charge paid by BUYER, SELLER will deliver the Products on an expedited basis. Seller may, in its sole discretion, without liability or penalty, deliver partial

shipments of Products to Buyer and ship the Products as they become available, in advance of the quoted delivery date. If the Products are delivered in installments, then insofar as each shipment is subject to the same Agreement, the Agreement will be treated as a single contract and not severable. Products will be boxed or crated as determined appropriate by SELLER for protection against normal handling and there will be an extra charge to the BUYER for additional packaging required by the BUYER with respect to waterproofing or other added protection. BUYER has sole responsibility for off-loading, storage and handling of the Products at the site. Where BUYER is responsible for any delay in the delivery date or installation date, the earlier of the date of delivery or the date on which the Products are ready for shipment by SELLER may be treated as the delivery date for purposes of determining the time of payment of the purchase price. Moreover, BUYER will be responsible for storage and insurance expenses with respect to such Products. Should BUYER fail to effect pick-up of Product as previously agreed in a timely manner, SELLER may, at its discretion, assess storage charges and a surcharge to the account of BUYER.

4. INSPECTION: BUYER will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, BUYER will promptly notify SELLER of such nonconformance in writing. SELLER will have a reasonable opportunity to repair or replace the nonconforming Product at its option. BUYER will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance for such Products unless a written notification pursuant to this paragraph is received by SELLER within fourteen (14) calendar days of delivery to BUYER destination on order.

5. PRICES & ORDER SIZES: Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory, or excise taxes; import or export duties; tariff special financing fees; value added tax, income, or royalty taxes; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. BUYER will either pay any and all such charges or provide SELLER with acceptable exemption certificates, which obligation survives performance under this Contract. Installation, maintenance and any other services which relate to the Products are not included unless specifically set forth in the offer. SELLER reserves the right to establish minimum order sizes and will advise BUYER accordingly. Any orders below the minimum order size are subject to a fee as set out by SELLER. Notwithstanding anything to the contrary set out herein, in the event of any delay to SELLER's delivery schedule caused by BUYER or its representatives (other than for Force Majeure or delays caused by SELLER), including without limitation, a suspension of work or the project, a postponement of the delivery date or failure to timely issue of a notice of commencement or similar document, then (i) the Purchase Price shall increase by 1% for every month or partial month of such delay and this Agreement shall be construed as if the increased Purchase Price were originally inserted herein, and BUYER shall be billed by SELLER on the basis of such increased Purchase Price, or (ii) SELLER shall have the right to terminate this Contract without penalty.

6. PAYMENTS: All payments must be made in agreed-to currency, normally Canadian or U.S. Dollars. Unless other payment terms are expressly agreed to by SELLER or otherwise required by the SELLER, invoices are due and payable NET 30 DAYS from date of the invoice, without regard to delays for inspection or transportation, with payments to be made by check to SELLER at the address listed in the purchase order or by bank transfer to the account obtainable from SELLER's Accounts Receivable Manager. In the event payments are not made or not made in a timely manner, SELLER may, in addition to all other remedies provided at law, either: (a) declare BUYER's performance in breach and terminate this Contract for default; (b) withhold future shipments until

delinquent payments are made; (c) deliver future shipments on a cash-withorder or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the outstanding balance at a rate of 1.5% per month or the maximum rate permitted by law, if lower, for each month or part thereof that there is an outstanding balance plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) pursue other collection efforts and recover all associated costs including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. BUYER is prohibited from setting off any and all monies owed under this Contract from any other sums, whether liquidated or not, that are or may be due to the BUYER, which arise out of a different transaction with SELLER or any of its affiliates. Should BUYER's financial condition become unsatisfactory to SELLER in its discretion, SELLER may require payment in advance or other security. If BUYER fails to meet these requirements, SELLER may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due to SELLER. BUYER hereby grants SELLER a security interest in the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds of the foregoing, to secure payment in full of all amounts to SELLER, which payment releases the security interest but only if such payment could not be considered an avoidable transfer under applicable laws. The security interest granted hereby constitutes a purchase money security interest under the applicable Uniform Commercial Code or Personal Property Security Act or other applicable law, and SELLER is authorized to make whatever registration or notification or take such other action as SELLER deems necessary or desirable to perfect such security interest. BUYER's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of BUYER, constitutes a default under this Contract and affords SELLER all of the remedies of a secured creditor under applicable law, as well as the remedies stated above for late payment or non-payment.

7. LIMITED WARRANTY: Unless specifically provided otherwise in SELLER's offer, SELLER provides the following Limited Warranty. SELLER warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for Products is for a period of twelve (12) months from delivery. SELLER warrants that services furnished hereunder will be free from defects in workmanship for a period of thirty (30) days from the completion of the services. Products repaired or replaced are not covered by any warranty except to the extent repaired or replaced by SELLER, an authorized representative of SELLER, or under specific instructions by SELLER, in which cases, the Products will be covered under warranty up to the end of the warranty period applicable to the original Products. The above warranties do not include the cost of shipping and handling of returned items. Parts provided by SELLER in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any nonfunctioning parts that are repaired by SELLER shall become the property of SELLER. Except as included in SELLER'S offer, no warranties are extended to consumable items and for normal wear and tear. SELLER's special warranties may include additional limitations. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, repair, credit or refund of the purchase price, as determined by SELLER in its sole discretion. This remedy will not be deemed to have failed of its essential purpose so long as SELLER is willing to provide such replacement, credit or refund. To make a warranty claim, BUYER must notify SELLER in writing within 5 days of discovery of the defect in question.

This notification must include a description of the problem, a copy of the applicable operator's log, a copy of BUYER's maintenance record and any analytical results detailing the problem. Any warranty hereunder or performance guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly, and is in good working order, (b) all operations are consistent with SELLER recommendations, (c) operating conditions at the installation site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise. Products manufactured by a third party ("Third Party Product") which are not incorporated into SELLER's Products are not covered by the warranty. With respect to any Third Party Product, the warranty, if any, is provided solely through the manufacturer of such Third Party Product, the terms of which vary from manufacturer to manufacturer and Seller assumes no responsibility on their behalf. For Third Party Products, specific warranty terms may be obtained from the manufacturer's warranty statement.

8. INDEMNIFICATION: Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). SELLER is responsible for and will defend, indemnify and hold harmless the BUYER Indemnified Parties against all losses, claims, expenses or damages to the proportional extent caused by SELLER's breach of the Limited Warranty. BUYER is responsible for and will defend, indemnify and hold harmless SELLER Indemnified Parties against all losses, claims, expenses, or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any Products or the breach of any provision of this Contract by the BUYER or any third party affiliated or in privity with BUYER.

9. PATENT PROTECTION: SELLER shall further defend and indemnify BUYER Indemnitees from and against all Claims for actual infringement of all letters patent, trademarks, copyright or corresponding rights pertaining to goods provided under the Purchase Order, solely by reason of the sale or normal use of any goods sold to BUYER hereunder as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent. SELLER's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the goods according to their applications as envisioned by SELLER's specifications. In case the goods are in such suit held to constitute infringement and the use of the goods is enjoined, SELLER will, at its own expense and at its option, either procure for BUYER the right to continue using such goods or replace them with non-infringing products, or modify them so they become non-infringing, or remove the goods and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of SELLER for patent infringement by the goods. Further, to the same extent as set forth in SELLER's above obligation to BUYER, BUYER agrees to defend, indemnify and hold harmless SELLER for patent infringement related to (x) any goods manufactured to the BUYER's design, (y) services provided in accordance with the BUYER's instructions, or (z) SELLER's goods when used in combination with any other devices, parts or software not provided by SELLER hereunder. Subject to all limitations of liability provided herein, SELLER will, with respect to any Products of SELLER's design or manufacture, indemnify BUYER from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. or Canadian patent (or European patent for Products that SELLER sells to BUYER for end use in a member state of the E.U. or the U.K.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to BUYER hereunder and from reasonable expenses incurred by BUYER in defense of such suit if SELLER does not undertake the defense thereof, provided that BUYER promptly notifies SELLER of such suit and offers SELLER either (i) full and exclusive control of the defense of such suit when Products of SELLER only are involved, or (ii) the right to participate in the defense of such suit when products other than those of SELLER

are also involved. SELLER's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by SELLER's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, SELLER will, at its own expense and at its option, either procure for BUYER the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of SELLER for patent infringement by the Products. Further, to the same extent as set forth in SELLER's above obligation to BUYER, BUYER agrees to defend, indemnify and hold harmless SELLER for patent infringement related to (x) any goods manufactured to the BUYER's design, (y) services provided in accordance with the BUYER's instructions, or (z) SELLER's Products when used in combination with any other devices, parts or software not provided by SELLER hereunder.

10. TRADEMARKS AND OTHER LABELS: BUYER agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE AND INTELLECTUAL PROPERTY: All licenses to SELLER's separately provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such express licenses and for all other software, SELLER grants BUYER only a personal, non-exclusive license to access and use the software provided by SELLER with Products purchased hereunder solely as necessary for BUYER to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which BUYER may use under the terms and conditions of the specific license under which the open source software is distributed. BUYER agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). All SELLER contributions to the Products, the results of the services, and any other work designed or provided by SELLER hereunder may contain or result in statutory and non-statutory Intellectual Property, including but not limited to patentable subject matter or trade secrets; and all such Intellectual Property remains the sole property of SELLER; and BUYER shall not disclose (except to the extent inherently necessary during any resale of Product sold hereunder), disassemble, decompile, or any results of the Services, or any Products, or otherwise attempt to learn the underlying processes, source code, structure, algorithms, or ideas.

12. PROPRIETARY INFORMATION AND PRIVACY: "Proprietary Information" means any information, technical data, or knowhow in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which SELLER considers proprietary, including but not limited to service and maintenance manuals. BUYER and its customers, employees, and agents will keep confidential all such Proprietary Information obtained directly or indirectly from SELLER and will not transfer or disclose it without SELLER's prior written consent, or use it for the manufacture, procurement, servicing, or calibration of Products or any similar products, or cause such products to be manufactured, serviced, or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains SELLER's property. No right or license is granted to BUYER or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of SELLER, except for the limited use licenses implied by law. In respect of personal data supplied by BUYER to SELLER, BUYER warrants that is duly authorized to submit and disclose these data, including but not limited to obtaining data subjects´ informed consent. SELLER will manage BUYER's information and personal data in accordance

with its Privacy Policy, a copy of which is available to BUYER upon request. In respect of other data and information that SELLER may receive in connection with BUYER´s use of the Products including without limitation data that are captured by the Products and transmitted to SELLER, BUYER hereby grants SELLER a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data as needed for Product operation and maintenance, and to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of SELLER and its affiliates.

13. SPECIAL TOOLS, DIES, JIGS, FIXTURES AND PATTERNS: Any tools, dies, jigs, fixtures, patterns and similar items which are included or required in connection with the manufacture and/or supply of the Products will remain the property of SELLER without credit to the BUYER. SELLER assumes the cost for maintenance and replacement of such items and shall have the right to discard and scrap any such item after it has been inactive for a minimum of one year, without credit to the BUYER.

14. CHANGES AND ADDITIONAL CHARGES: SELLER reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by BUYER unless agreed upon in writing before the Products' delivery date. SELLER shall not be obligated to implement any changes or variations in the scope of work described in SELLER's scope of supply unless BUYER and SELLER agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes or variations necessitated by a change in applicable law occurring after the effective date of this Agreement including these Terms.

15. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE: In connection with services provided by SELLER, BUYER agrees to permit prompt access to equipment. BUYER assumes full responsibility to backup or otherwise protect its data against loss, damage or destruction before services are performed. BUYER is the operator and in full control of its premises, including those areas where SELLER employees or contractors are performing service, repair, and maintenance activities. BUYER will ensure that all necessary measures are taken for safety and security of working conditions, sites, and installations during the performance of any services. BUYER is the generator of any resulting wastes, including without limitation hazardous wastes. BUYER is solely responsible to arrange for the disposal of any wastes at its own expense. BUYER will, at its own expense, provide SELLER employees and contractors working on BUYER's premises with all information and training required under applicable safety compliance regulations and BUYER's policies. SELLER has no responsibility for the supervision or actions of BUYER's employees or contractors or for non-SELLER items (e.g., chemicals, equipment) and disclaims all liability and responsibility for any loss or damage that may be suffered as a result of such actions or items, or any other actions or items not under SELLER's control.

16. LIMITATIONS ON USE: BUYER will not use any Products for any purpose other than those identified in SELLER's catalogs and literature as intended uses. Unless SELLER has advised the BUYER in writing, in no event will BUYER use any Products in drugs, food additives, food, or cosmetics, or medical applications for humans or animals. In no event will BUYER use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. BUYER will not sell, transfer, export, or re-export any SELLER Products or technology for use in activities which involve the design, development,

production, use, or stockpiling of nuclear, chemical, or biological weapons or missiles, nor use SELLER Products or technology in any facility which engages in activities relating to such weapons. Unless the "shipto" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless BUYER has ordered Products specifying a California ship-to address, BUYER will not sell or deliver any SELLER Products for use in California. Any warranty granted by SELLER is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

17. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS: Unless otherwise expressly agreed, BUYER is responsible for obtaining any required export or import licenses necessary for Product delivery. BUYER will comply with all laws and regulations applicable to the installation or use of all Product, including applicable import and export control laws and regulations of the U.S., E.U., and any other country having proper jurisdiction, and will obtain all necessary export or import licenses in connection with any subsequent export, re-export, transfer, and use of all Product and technology delivered hereunder. BUYER will not sell, transfer, export, or re-export any SELLER Product or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical, or biological weapons or missiles, nor use SELLER Product or technology in any facility which engages in activities relating to such weapons. BUYER will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to BUYER's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). BUYER agrees that no payment of money or provision of anything of value will be offered, promised, paid, or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for BUYER or for SELLER, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of BUYER's activities related to this Contract. SELLER asks BUYER to "Speak Up!" if aware of any violation of law, regulation, or our Code of Conduct ("CoC") in relation to this Contract. See https://www.veraltointegrity.com and https://www.veralto.com/integrity-compliance for a copy of the CoC and for access to our Helpline portal.

18. RELATIONSHIP OF PARTIES: BUYER is not an agent or representative of SELLER and will not present itself as such under any circumstances, unless and to the extent it has been formally screened by SELLER's compliance department and received a separate duly-authorized letter from SELLER setting forth the scope and limitations of such authorization.

19. FORCE MAJEURE: SELLER is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freezing of assets, delays, or refusals to grant an export or import license, or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; epidemics and pandemics; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to SELLER by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms, and payments under any letters of credit will be extended for a period of time equal to

the period of delay. If the force majeure circumstances extend for six months, SELLER may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

20. NON-ASSIGNMENT AND WAIVER: BUYER will not transfer or assign this Contract or any rights or interests hereunder without SELLER's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract, will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

21. FUNDS TRANSFERS: BUYER and SELLER both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new mailing or banking transfer instructions. To avoid this risk, BUYER must verbally confirm any new or changed mailing or banking transfer instructions by calling SELLER and speaking with SELLER's Accounts Receivable Manager before transferring any monies using the new instructions. Both parties agree that they will not institute mailing or banking transfer instruction changes and require immediate payment under the new instructions, but will instead provide a ten (10) day grace period to verify any mailing or banking transfer instruction changes before any new or outstanding payments are due using the new instructions.

22. LIMITATION OF LIABILITY: None of SELLER, its successors-in-interest, assignees, affiliates, directors, officers, and employees will be liable to any BUYER Indemnified Parties under any circumstances for any special, treble, incidental, or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair, or replacement; lost profits, revenue, or opportunity; loss of use; losses resulting from or related to downtime of the Products or inaccurate measurements or reporting; the cost of substitute products; or claims of any of BUYER's Indemnified Parties' customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of SELLER, its successors-in-interest, assignees, affiliates, directors, officers, and employees arising out of the performance or nonperformance hereunder, or SELLER's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products, will in no circumstance exceed the amount actually paid to SELLER for Products delivered hereunder.

23. APPLICABLE LAW AND DISPUTE RESOLUTION: All issues relating to the construction, validity, interpretation, enforcement, and performance of this agreement and the rights and obligations of SELLER and the BUYER hereunder shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein; provided that if SELLER is Trojan Technologies Corp., then the applicable governing laws shall be the State of New York and the applicable federal laws therein. Any provisions of the International Sale of Goods Act or any convention on contracts for the international sale of goods shall not be applicable to this agreement. The parties submit to and consent to the non-exclusive area of courts located in the Province of Ontario; provided that if SELLER is Trojan Technologies Corp., then the parties submit to and consent to the non-exclusive jurisdiction of courts located in the State of New York.

24. ENTIRE AGREEMENT, MODIFICATION, & SURVIVAL: These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or

written. Upon thirty (30) days prior written notice, SELLER may, in its sole discretion, elect to terminate any order for the sale of Products and provide a pro-rated refund for any pre-payment of undelivered Products. No change to or modification of these Terms & Conditions shall be binding upon SELLER unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of SELLER. SELLER rejects any additional or inconsistent Terms & Conditions of Sale offered by BUYER at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of SELLER's acceptance of BUYER's order for the described goods and services. All payment, confidentiality and indemnity obligations, warranties, limitations of liability, product return, and ownership of materials provisions together with those sections the survival of which is necessary for the interpretation or enforcement of these Terms, shall continue in full force and effect for the duration stated in such provisions or the applicable statute of limitations.

TERMS AND CONDITIONS COVERING SALES OF CONFIGURED-TO-ORDER PROJECTS AND SYSTEMS

In addition to all terms and conditions above, unless otherwise addressed as part of SELLER's offer, the following sections apply to sales of Configured-to-Order Projects, Systems, and the like, except for any Aria Filtra Products:
101. PAYMENT.

101.1 Payments will be made per the schedule of payment events set forth in SELLER's offer; provided that if the Start-Up Date (as defined below) is less than 30 days after the Delivery Date, 90% of the purchase price is due before the Start-Up Date.

101.2. In the event that achievement of a scheduled payment event is delayed or suspended due to the BUYER's convenience or other reasons for which the BUYER or its representatives is responsible, such payment event will be deemed to have occurred and SELLER shall be entitled to invoice BUYER as if achievement of such payment event had been achieved. In such circumstances, BUYER must notify SELLER in writing of the reasons for the delay and anticipated duration of the delay. SELLER will mark the Products (or parts thereof) as the BUYER's property and BUYER shall make arrangements for a third party to store the Products at BUYER's cost.

102. DELIVERY

102.1 SELLER will request the BUYER to provide a firm date for delivery of the Products to the project site (the "Delivery Date") which SELLER will then use to establish the production schedule for the Products. The Delivery Date will then be binding on the BUYER except for any changes made in accordance with the provisions below.

102.2 SELLER reserves the right to reschedule the Delivery Date to a date prior to or subsequent to the scheduled Delivery Date in order to accommodate its shipping, production or other requirements. This right to reschedule will be applicable unless otherwise agreed to in writing by an authorized officer of SELLER. SELLER will provide the BUYER or its representative with a minimum of 24 hours' notice of any such rescheduling.

102.3 Where any change to the Delivery Date is made at BUYER's request and upon SELLER's agreement, for all purposes with respect to the warranty and payment requirements provided by SELLER in connection with the Products, the initial Delivery Date will be deemed to be the Delivery Date regardless of any change later made to the Delivery Date.

103. ACCEPTANCE

103.1 During the period between the Delivery Date and the Start-up Date, the BUYER shall prepare the Products and the project site for installation and start-up and, unless otherwise agreed in writing by an authorized representative of SELLER, shall complete acceptance testing with respect to the Products. The Products shall be deemed to be accepted on the earliest to occur of the following dates (the "Acceptance Date"): (a) that date on which the Products can function in either manual or automatic operation and provide treatment in accordance with criteria specified in the Quotation, or (b) 60 days after the Delivery Date.

103.2 All amounts which remain owing by the BUYER for the Products, including any amount which is specified to be payable on the Acceptance Date, will be paid by the BUYER to SELLER within 30 days after the Acceptance Date, unless otherwise agreed in writing by an authorized representative of SELLER.

103.3 Written notification must be given by the BUYER to SELLER within seven days after the Acceptance Date listing any outstanding deficiencies with respect to the Products and SELLER will use all reasonable efforts to correct such deficiencies promptly.

104. START-UP

104.1 SELLER will request a firm date for start-up of the Equipment (the "Start-Up Date"). Trojan will then schedule its technician to be on-site for the Start-up Date. The Start-up Date is binding except for any changes made in accordance with the provisions below.

104.2 On the Start-up Date, BUYER must have the Equipment and site ready as provided in the Installation Preparation Checklist contained in the Contractor Installation Package sent to BUYER and must have paid all amounts then due and payable to SELLER.

104.3 BUYER can request a rescheduling of the Start-up Date by notifying SELLER in writing not less than three weeks prior to the Start-up Date. BUYER may request that the Start-up Date be extended but may not request that the Start-up Date be moved forward. SELLER requires a minimum extension period of two weeks between the existing Start-up Date and the requested new Start-up Date in order to reschedule its technician.

104.4 SELLER may, in its sole discretion, agree to reschedule the Start-up Date where a BUYER requests less than a two-week extension but is under no obligation to do so. In the event that SELLER does agree to less than a two- week extension or that BUYER requests more than two changes to the Start-up Date, BUYER will be charged an administration fee in an amount determined by SELLER.

104.5 SELLER reserves the right to reschedule the Start-up Date to a date which is prior to or subsequent to the scheduled Start-up Date in order to accommodate its resource availability. This right to reschedule will be applicable unless otherwise agreed in writing by an authorized officer of SELLER. SELLER will provide BUYER or its representative with a minimum of 72 hours' notice of any such change to the Start-up Date.

104.6 In the event that SELLER'S technician arrives at the project site and finds that the Equipment or the project site is not ready for start-up as defined in the Contractor Installation Package, or any amounts then due and payable to SELLER remain unpaid, BUYER may either:

(a) provided all amounts then due and payable to SELLER have been paid, issue a purchase order for all costs involved in having SELLER correct the deficiencies, or

(b) have SELLER'S technician leave the site and then reschedule the Start-up Date to a date when all deficiencies will be corrected, and the Equipment will be ready for start-up as defined in the Contractor Installation Package. If BUYER selects this option, the cost of rescheduling will be not less than a minimum amount specified by SELLER, with the final cost being determined by SELLER based on its costs and expenses incurred in connection with the rescheduling.

Aria Filtra UNA620A Limited Warranty

The following warranty applies to Aria Filtra UNA620A module. The warranty is only valid with respect to a new UNA620A that is purchased as: (i) a component of a new system, or (ii) a replacement component, and that is handled, installed, maintained, and operated in strict accordance with the Seller's Operations and Maintenance Manual ("O&M Manual").

Seller warrants to Buyer that the title to the goods conveyed shall be proper, its transfer rightful, and free from any security interest, lien, or other encumbrance upon delivery.

Ten (10) (YEAR: Five (5) YEAR ABSOLUTE AND Five (5) YEARS PRO-RATED)

a. In addition to the foregoing, Seller warrants to Buyer that during the Module Warranty Period (as defined herein), the membrane modules, when properly installed, maintained, and operated at ratings, specifications, and conditions specified by the Contract documents and Seller's O&M Manual., will be free from defects in material and workmanship. The "Module Warranty Period" shall commence upon the delivery of the membrane modules and shall expire One Hundred and Twenty (120) months after delivery of the membrane modules.
b. Owner and Seller will work together to optimize the specific operating protocol to be used including number of racks online, flow rates per rack, cleaning technique and cleaning set points with the goal of achieving excellent long-term performance. Any change in operational conditions, including feedwater chemistry or contaminants will require Seller's review to determine the potential impact on this warranty.
c. If, during the Module Warranty Period, the membrane modules fail to perform as outlined by the Contract documents during the Absolute Replacement Period (as defined herein), Seller will be given the opportunity to remedy the situation by modifying operating and/or cleaning protocol. If Seller is not able to remedy the situation, Seller will repair or replace those modules that do not perform if they are removed from service due to poor performance.
The **"Absolute Replacement Period"** shall commence upon the delivery of the membrane modules and shall expire after Sixty (60) calendar months.
d. If the membrane modules fail to perform as outlined by the Contract documents during the Prorated Replacement Period (as defined herein), Seller will be given the opportunity to remedy the situation by modifying operating and/or cleaning protocol.
The "**Prorated Replacement Period**" shall commence upon the expiration of the Absolute Replacement Period and shall terminate upon expiration of the Module Warranty Period.
If Seller is not able to remedy the situation or repair the modules, Seller will replace those modules at the following replacement price:
Replacement Module Price = (Seller's current module price) * (number of months from delivery/ number of months in the Module Warranty Period)
e. Seller is committed to continuous development of its filters and filter processes. Should membrane technology improve, for example via changes in the permeability or operating flux rates of the membranes, Seller reserves the right to provide a suitable number of alternative membrane replacements during the term of our warranty and beyond.
f. In order to maintain this Limited Module Warranty validity, Clean-in-place ("CIP") must be conducted by the Buyer at the interval and conditions as stated in Seller's O&M Manual, or as may be modified as stated herein this Limited Module Warranty. Buyer must also follow other applicable requirements for the modules in the Seller's O&M Manual.
g. Seller's liability under this Limited Membrane Warranty is limited solely (in Seller's discretion) to replacing (FCA original shipping point), repairing, or issuing credit for products that become defective during the Module Warranty Period.
i. In order to assert any Limited Module Warranty claim, Buyer must provide the detailed influent water quality log to ensure it meets the influent quality agreed upon in the initial agreement.
j. No Modules shall be returned to the Seller without the Seller's prior written consent, but if the Seller so requests in writing, the Buyer to which the same was delivered must promptly ship to the Seller any of the applicable Modules for which claim has been made under this Limited Warranty, and reasonable shipment costs incurred by the Buyer shall be reimbursed by the Seller if the claim is determined by the Seller to be valid. No arrangements between the Seller and any of its or their customers or end-users of Modules shall have the effect of modifying the foregoing.

MR27-XXX Aria Filtra Microfiltration System Module Replacement - For Signature

Final Audit Report 2026-09-17

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By:	Stevie Gawryluk (Stevie.Gawryluk@juneau.gov)
Status:	Signed
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