

**THE OCEAN COUNTY UTILITIES AUTHORITY
CHECKLIST**

BID NO. UEF-25-6

ITEM: FIBERGLASS BELT DRIVE UPBLAST EXHAUSTER FAN

PLEASE VERIFY THAT THE LISTED ITEMS ARE SUPPLIED AND HAVE BEEN FULLY AND PROPERLY EXECUTED AND, ON MAKING THAT VERIFICATION, CHECK OFF EACH ITEM:

- | | |
|--|----------------------|
| 1. OWNERSHIP STATEMENT | <u>✓</u> |
| 2. NON-COLLUSION AFFIDAVIT (SIGNED AND NOTARIZED) | <u>✓</u> |
| 3. INVESTMENTS IN IRAN – DISCLOSURE CERTIFICATE | <u>✓</u> |
| 4. LOWEST BIDDER PREVAILING WAGE RATE CERTIFICATION | <u>IF APPLICABLE</u> |
| 5. COPY OF BIDDER'S NEW JERSEY BUSINESS REGISTRATION CERTIFICATE | <u>✓</u> |
| 6. CHECKLIST | <u>✓</u> |

I hereby state that the goods or services offered by this bid shall be provided exactly as set forth in the specifications, without exception of any kind, unless said exception is specifically stated in writing as a part of this bid. With respect to any such exception, I recognize that the Authority reserves the right to reject any bid which, by reason of exceptions taken, is in the Authority's judgment non-conforming to the specifications.

I hereby certify that I have read the proposal submitted herewith and that I am authorized to make this proposal on behalf of the business entity whose name appears in it. I further certify that all items listed, and all computations are accurate and have been verified.

I hereby certify that the foregoing statements made by me are true and recognize that if any statement made herein is willfully false, I am subject to punishment.

SIGNATURE OF BIDDER: 

DATE: March 31, 2025

PLEASE PRINT OR TYPE:

NAME AND TITLE: Adam Conley - Sales Manager

BUSINESS NAME: Systech Design, Inc.

ADDRESS: 300 N Pottstown Pk - Ste 200
Exton PA 19341

EMAIL: aconley@systechdesign.com

Sealed quotes are due no later than 10:30 a.m. on April 15, 2025.

FQR - UEF-25-6

QUOTATION FORM AND ITEM DESCRIPTIONS

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXT. PRICE
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1	2	FIBERGLASS BELT DRIVE UPBLAST EXHAUSTER FAN		
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FAN #1: SPS-2

\$21,031.00

\$21,031.00

A88-0-301FE-66FGFXK3

88-FIBERGLASS BELT DRIVE UPBLAST EXHAUSTERS

(Ref: SPS-2 Fan Replacement)

PERFORMANCE:

VOLUME FLOW RATE: 5200.0 CFM

SP: 1.0 IN. W.G. / TP: 1.06 IN.W.G.

RPM: 737.0

DENSITY: 0.0742 LBS/FT^3

OPERATING TEMP: 70 F

OPWR: 1.588 HP / SPWR: 1.606 HP

MOTOR:

HP: K - 3 HP

RPM/VOLT/HZ/PHASE: 3 - 1750, 230/460, 60, 3

ENCLOSURE: FX - TEFC, EXPLOSION PROOF, CLASS I, GRP D, CLASS II GRP F & G

FRAME: SIZE 182T

OPERATING VOLTAGE: 460

VENDOR: TBD

HARTZELL MOTOR P/N: 3108-0063, MFCT P/N: FACTORY SELECTED

FAN:

AIR DIRECTION: EXHAUST

MATERIAL: FIBERGLASS

CONSTRUCTION: ASTM D4167 97 (VEIL & ELECTRIC GROUNDING)

COATING: VINYL ESTER

PROP/WHEEL: FE - BACKWARD AIRFOIL CENTRIFUGAL WHEEL - FIBERGLASS

PROP/WHEEL COATING: ELECTRIC GROUNDING

STANDARD ACCESSORIES (INCLUDED):

NEOPRENE SHAFT SEAL

ADDITIONAL ACCESSORIES (INCLUDED):

316SS HARDWARE TO COMPLETE FAN

316SS SHAFT

DISCONNECT, NEMA 7/9, EXPLOSION-PROOF, 20 AMP SHIPPED LOOSE

MD319929-I-1

NAME AND SIZE: CURB ADAPTER TO FIT 37.5" CURB THAT IS EXISTING

MATERIAL OF CONSTRUCTION: 316SS

REFERENCE SERIES AND SIZE: A88-0-301FE-66FGFXK3

MD319929-I-2

NAME AND SIZE: 316 SS BIRD SCREEN (GUARDS IN AIRSTREAM)

MATERIAL OF CONSTRUCTION: 316SS

REFERENCE SERIES AND SIZE: A88-0-301FE-66FGFXK3

TOTAL WEIGHT (APPROX.): 479 LBS (EACH) (QUOTED ITEMS ARE NOT INCLUDED IN THE WEIGHT)

WEIGHT NOTE: THE WEIGHT OF THE MOTOR IS NOT INCLUDED

FAN #2: SPS-8

\$18,635.00

\$18,635.00

A28B—246FW---FGFQK3

28B-FIBERGLASS DIRECT DRIVE BIFURCATED DUCT FAN

(Ref: SPS-8 Fan Replacement)

PERFORMANCE:

VOLUME FLOW RATE: 5203.0 CFM

SP: 1.0 IN. W.G. / TP: 1.15 IN.W.G.

RPM: 1750.0

DENSITY: 0.075 LBS/FT³

OPERATING TEMP: 70 F

OPWR: 2.114 HP / SPWR: 2.114 HP

MOTOR:

OPERATING VOLTAGE: 460

FACTORY QUOTED MOTOR, SEE BELOW FOR DETAILS

FAN:

AIR DIRECTION: VERTICAL, UPBLAST

MOUNTING LOCATION: FLOOR

MATERIAL: FIBERGLASS

CONSTRUCTION: ASTM D4167 97 (INCLUDES VEIL & ELECTRIC GROUNDING)

COATING: VINYL ESTER

PROP/WHEEL: FW – FIXED PITCH PROP – FIBERGLASS
PROP/WHEEL COATING: ELECTRIC GROUNDING

STANDARD ACCESSORIES (INCLUDED):
304SS HARDWARE TO AIRSTREAM ONLY
NEOPRENE SHAFT SEAL

ADDITIONAL ACCESSORIES:
CURB PANEL ASTM ASSEMBLED, FIBERGLASS
STACK CAP ASTM ASSEMBLED, FIBERGLASS

B0319960-M

HP:3, RPM: 1750, VOLTS: 230_460, HERTZ: 60, PHASE 3
ENCOLOSURE: TEFC-EXP. PROOF, FRAME SIZE: 182TCZ, 1 SPEED / 1 WINDING
DRILL AND TAP: NO

SPECIAL FEATURES: TEFC-EXPLOSION PROOF-DRILL RIG DUTY, CLASS-I
GRP-C&D, IP55, 182TCZ FRAME. C-FACE WITH AN EXTENDED SHAFT-PER DWG
P037 (ATTACHED), WITH A 316SS SHAFT
VENDOR: BALDOR/ABB, VENDOR P/N: 1101088194-20, VENDOR LEAD TIME: 12-14
WEEKS
EXTENDED ELECTRICAL LEADS: NONE, EXTENDED LUBE LINES: NO

B0319960-I-1

NAME AND SIZE: ADDER FOR SPECIAL CURBED PANEL 39.75" SQ. INSIDE
DESCRIPTION AND DIMENSIONS: TO FIT EXISTING 39" CURB
REFERENCE SERIES AND SIZE: A28B--246FW---FGFQK3

B0319960-I-2

NAME AND SIZE: NEMA 7/9 DISCONNECT SWITCH
DESCRIPTION AND DIMENSIONS: SHIPPED LOOSE / PART # 6108-106
REFERENCE SERIES AND SIZE: A28B--246FW---FGFQK3

TOTAL WEIGHT (APPROX.): 179 LBS (EACH) (QUOTED ITEMS ARE NOT
INCLUDED IN THE WEIGHT)

WEIGHT NOTE: THE WEIGHT OF THE MOTOR IS NOT INCLUDED

WARRANTY FOR ALL PARTS SHALL BE INCLUDED WITH BID

Total Amount: \$ 39,667.00

ABOVE PRICE FOB DESTINATION OCUA, West Creek, NJ **LEAD TIME ARO** 12-14 Weeks

NAME ADAM CONLEY
PLEASE PRINT

VENDOR INFORMATION

If the bidder is a Corporation, give the following information:

Name of Company SYSTECH DESIGN, Inc.
Business Address 300 N. Pottstown Pike, Ste 220, Exton PA 19341
Tax ID # 23-2541266 EMAIL: aconley@systechdesign.com
Telephone # 610.524.9048 FAX # 610 524 7355
Signature of Bidder [Signature] Sales Manager
(Name & Title)

Incorporated under the laws of the State of Pennsylvania.

President JOHN Conley
(Name)
Secretary Karen Conley
(Name)
Treasurer Karen Conley
(Name)
Dated: March 31, 2025

(AFFIX CORPORATE SEAL HERE)

If the bidder is a Partnership, Individual, LLC, or Non-Incorporated Organization, give the following information:

~~Name of Company _____~~
~~Business Address _____~~
~~_____~~
~~Tax ID # _____ EMAIL: _____~~
~~Telephone # _____ FAX # _____~~
~~Signature of Bidder _____~~
~~(Name & Title)~~
~~Names and Addresses of~~
~~Members of Company _____~~
~~_____~~
~~_____~~
~~_____~~

OWNERSHIP STATEMENT

If the Bidder is a corporation, partnership, limited partnership, limited liability corporation, limited liability partnership or a subchapter S corporation, the Bidder, in compliance with P.L. 1977, Chapter 33, shall submit, with his bid, the following statement setting forth the names and addresses of all stockholders or individual partners who own 10% or more of its stock or interest. If one or more such stockholder or partner is itself a corporation, partnership, limited partnership, limited liability corporation, limited liability partnership or a subchapter S corporation, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed.

IF NONE, SO STATE or CHECK HERE ☐

INDIVIDUAL

ADDRESS

JOHN Conley

523 Saybrooke Lane
Downingtown PA 19335

Karen Conley

523 Saybrooke Lane
Downingtown PA 19335

I certify that the foregoing information is correct.

Karen Conley 

Signature

Karen Conley - V. Pres. / Sec. / Treas.

Print Name & Title

NON-COLLUSION AFFIDAVIT

STATE OF Pennsylvania
COUNTY OF CHESTER

I, ADAM Conley, of the City of EXTON, in the County of CHESTER, and the State of Pennsylvania of full age, being duly sworn according to law, on my oath, depose and say that:

I am Sales Manager, (Title), of the firm of Systech Design, Inc., 300 N. Pottstown Pike, Ste 220, Exton, CHESTER county, PA, the Bidder, making the Bid for the following named project: Contract # FQRUEF25-6 and that I executed the said Bid, with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above named project; and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that The Ocean County Utilities Authority relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the contract for said project.

I further warrant, that no person or selling agency has been employed, or retained, to solicit or secure, such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____

(N.J.S.A. 52:34-15).

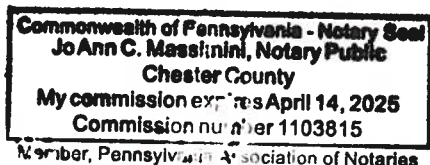
[Signature]
SIGNATURE

ADAM CONLEY
(Type or print name of affiant)

Subscribed and sworn to before me this
31st day of MARCH, 2025

JoAnn C. Massimini
Notary Public of

My commission expires April 14, 2025
(Seal)



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidder Name:	SYSTECH DESIGN INC.
Contract Name:	Contract # FQR UEF-25-6
Contract/Renewal Date:	

Pursuant to Public Law 2012, c.25 (N.J.S.A. 52-32:55 et. seq.), any person or entity (bidder) that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. **Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive.** If the Authority determines that a bidder submits a false certification, the Authority shall report the name of the bidder to the New Jersey Attorney General, whom shall determine whether to bring a civil action against the person or entity to collect the penalty described in section 5 of P.L. 2012, c. 2012 (N.J.S.A. 52:32-59).

PART 1. PLEASE CHECK APPROPRIATE BOX

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.

☐ I am unable to certify as indicated above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide the information required in Part 2 will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2. INVESTMENT ACTIVITIES IN IRAN

(Complete only if you checked the second box in Part 1)

Please provide further information related to investment activities in Iran. You must provide a detailed, accurate and precise description of the activities of the bidder, the bidder's parents, subsidiaries and/or affiliates that are engaged in investment activities as described in N.J.S.A 52:32-56(f).

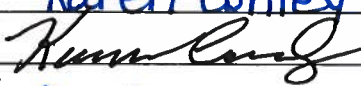
1. Name and Address:	
2. Relationship to Bidder:	
3. Duration of Engagement:	
4. Cessation of Activity:	
5. Bidder Contact Name:	
6. Bidder Contact Phone Number	

☐ **ADDITIONAL ACTIVITIES/CONTINUATION SHEETS** (Check this box if you are including additional activities): If there are additional activities that require disclosure, please provide the description as attachments to this form, following the same format under part 2 above. Please number each attachment and affix to this form.

Number of Attachments: _____

PART 3. CERTIFICATION

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that Authority is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of the contract to notify the Authority in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Authority and that the Authority, at its option, may declare any existing contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Karen Conley	2. Date: March 31, 2025
Signature: 	4. Title: V. President / Secretary / Treasurer
Bidder/Vendor: SYSTECH DESIGN, INC.	6. Bidder/Vendor Phone Number and/or Contact Information: 610-524-9048

(IF APPLICABLE BEFORE AWARD)

LOWEST BIDDER PREVAILING WAGE RATE CERTIFICATION

In the matter of an award of a contract for public work for a project described as FOR No. UEF-25-6 Upblast Exhaust Fans.

State Of New Jersey Department of Labor and Workforce Development Division of Wage & Hour Compliance, Certification by bidder with lowest bid by 10 percent or more:

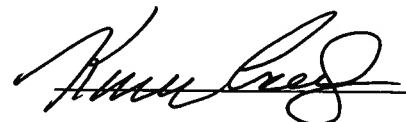
Certification of Lowest Bidder

Karen Conley, of full age and under oath, duly provides the following sworn statement:

1. I am the owner and/or highest-ranking official or officer of a company or firm named System Design, Inc., which holds a currently valid public works contractor registration pursuant to the New Jersey Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq., certificate number 48650.
2. I submitted a bid for a contract award in the above identified project and the public body has informed me that I am the lowest bidder by 10 percent or more as compared to the next lowest bid submitted.
3. The amount of my bid does include paying the prevailing wage rate to all workers who perform work on the project at rates of pay, including both base wage and fringe benefits, set forth in applicable Wage Determinations, (1) for the appropriate locality, (2) for the appropriate work classification (e.g., carpenter, electrician, mason, plumber), and (3) for the appropriate job title (e.g., Apprentice, Journeyman, Forman), published by the New Jersey Department of Labor and Workforce Development (NJDOL) pursuant to the New Jersey Prevailing Wage Act (NJPA), N.J.S.A. 34:11-56.25 et seq., and corresponding NJDOL rules, N.J.A.C. 12:60.

I certify under penalty of perjury that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are false, I am subject to punishment. See N.J.S.A. 2C:28-1 et seq., specifically, N.J.S.A. 2C:28-3, within the New Jersey Code of Criminal Justice.

(Signature)

 3/31/2025
(Date)
Karen Conley, V. Pres./Sec/Treas.
(Name and Title of Signer-Please Type)

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAY-2019** to **15-MAY-2026**

SYSTECH DESIGN, INC.
300 N. POTTSTOWN PIKE SUITE 220
EXTON PA 19341



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
 State Treasurer

EQUIVALENT PRODUCTS / DOCUMENTATION

Bidders shall provide with their bid packages documentation stating the manufacturer of each proposed equivalent product.

If an equivalent product is being proposed, vendor MUST supply sufficient documentation with the bid package to enable the Authority to evaluate whether the proposed product is equivalent to that specified. If the documentation is considered by the Authority to be insufficient for such evaluation, the proposed product shall be considered not equivalent.

Shipping / FOB Destination

Prices for furnishing all of the material and/or labor described or required shall be inserted where applicable. Prices shall be net, including charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor F.O.B. destination and placement at locations specified by the Authority. No additional charges will be allowed for any transportation cost resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.

The Authority reserves the right to reject or purchase either or both accessories.

**THE OCEAN COUNTY UTILITIES AUTHORITY
STANDARD PURCHASE ORDER TERMS AND CONDITIONS**

1. **ACCEPTANCE** – The OCUA Purchase Order (“PO”) contains the entirety of the Terms and Conditions (“Terms”) of The Ocean County Utilities Authority (“ Buyer”) offer. Neither Buyer nor Seller (“Seller”) shall be bound by oral or written agreements not expressly included in this PO. Acceptance of the PO is expressly limited to and made conditional upon the exclusivity of the Terms and Conditions and is expressly made conditional upon Seller's assent to these terms and conditions instead of those in Seller's offer. This PO may be amended and altered only by a writing signed by authorized representatives of both Seller and Buyer expressly referencing the terms or conditions being modified and purporting to constitute an amendment to this PO.
2. **QUESTIONS** - No oral interpretation shall be made to any vendor as to the meaning of any procurement request. Any questions pertaining to any request by the Authority shall be directed to: Christine Carty, Q.P.A., R.P.P.O., Purchasing Agent, 501 Hickory Lane, P.O. Box “P”, Bayville, NJ 08721, Voice – 732-269-4500, ext. 8229.
3. **SCOPE.** These Terms and Conditions, as may be amended from time to time, apply to the purchase by Buyer of all Products and/or services (“Product”) from Seller as described on the face of the PO or other documents referenced on the face of such PO. The term Product throughout these Terms and Conditions includes without limitation, raw materials, supplies, components, tooling equipment and all services. No PO is valid unless issued by Buyer on its official, electronic or otherwise generated, PO to the Seller. If there is an existing OCUA agreement executed by both Buyer and Seller, the terms and conditions of the executed agreement will prevail over the Terms hereunder.
4. **PRICING. RISK OF LOSS.** All prices payable by Buyer for the Product are stated in the PO and include the cost of packaging. Delivery terms will be stated in the PO to the specified destination. Title to the Product(s) covered by this PO and all risk of loss or damage to such Product shipped shall be in Seller, irrespective of FOB or other delivery terms, and shall remain in the Seller until the Products have been delivered to Buyer’s applicable facility and have been accepted at that facility.
5. **QUALITY.** Seller shall meet all quality requirements of Buyer, including, but not limited to, all applicable plans, specifications, and other contract descriptions, as set forth on the face of the PO. The quality of the Product shall be subject to the satisfaction of the Buyer, who shall be entitled to reject non-conforming Product.
6. **PACKAGING. SHIPPING.** All Product covered by this PO, shall be suitably marked and shipped in accordance with the requirements of common carriers.
7. **DELIVERY.** The Seller shall make delivery to the specified destination by the due date stated on the PO or as otherwise agreed in writing by the Parties. Any such stated due date is of the essence and the Seller shall notify Buyer promptly if it reasonably anticipates that delivery will not be on time. The Seller warrants that upon acceptance of delivery at the destination the Seller will convey to Buyer good and marketable title to all Product free of any liens or encumbrances of any kind. Buyer shall not be obliged to buy or pay for, and Buyer or its designated representative may at any time after delivery reject, all or any part of a given delivery of Product that Buyer or its designated representative determine does not conform with the PO or agreed specifications. The Seller shall retain or reacquire

title to, and bear all risks of loss of such non-conforming Product and shall at its own expense be responsible for the return or disposal. Seller shall incur all costs related to Buyer's receiving non-conforming Product which costs include but are not limited handling, and storage. No additional charges will be allowed for any transportation cost resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.

8. **WARRANTY.** The Seller warrants from the date of delivery or the appropriate period if contrary to applicable law, that all Product:

a) strictly conform with the description contained in the PO, the quality and agreed specifications stated or incorporated as a schedule, by reference or otherwise,

b) are merchantable, fit for the purpose intended, and free of defect.

9. **INTELLECTUAL PROPERTY.** The Seller shall indemnify and hold Buyer and its customers harmless from all claims, losses, suits, damages, liability, and all expenses, (including but not limited to reasonable attorney's fee) arising out of or related to any such actual patent, copyright, trademark or other property rights infringement or alleged direct or contributory infringement by reason of the manufacture, use or sale of the Product.

10. **INDEMNIFICATION.** Seller agrees to indemnify and hold Buyer, its employees, directors, its affiliates and subsidiaries, and agents from and against any and all claims, libels, suits, judgments, fines, penalties, actions and proceedings, damages (including special, consequential, punitive, and exemplary damages), including costs and expenses including reasonable fees for attorneys, experts and consultants, settlement costs, incurred in connection with any claims (including lawsuits, administrative claims, regulatory actions, and other proceedings to recover for personal injury or death, property damage or economic losses) that are related in anyway to or arise in anyway from the Product, Seller's representations, Seller's performance or failure to perform obligations under any PO, including claims based on Seller's breach or alleged breach of warranty or caused or alleged to have been caused by the consumption or use of such person or persons of any Product as shipped or delivered by Seller to Buyer. Seller's obligation to indemnify will apply regardless of whether the claim arises in tort, negligence, contract, warranty, strict liability, or otherwise, except to the extent any such liability arises solely out of the gross negligence or willful misconduct of Buyer, its employees or authorized representative.

11. **TERMINATION BY THE BUYER.** Buyer reserves the right to terminate all or any part of each PO without liability of Buyer to the Seller, in the event:

a) Seller repudiates, breaches, or threatens to breach any of the terms of the PO including without limitation, Seller's warranties,

b) Seller fails to perform or deliver Product as specified by Buyer,

c) Seller fails to provide Buyer with adequate and reasonable assurances of Seller's ability to perform timely any of Seller's obligations under any PO, including without limitation, delivery of Product,

d) Buyer terminates for breach of any other PO issued by Buyer to Seller in accordance with the terms of such PO,

- e) Seller attempts an assignment or transfer of any interest without prior written approval of Buyer,
- f) Seller fails to remedy the breach or violation listed above at 10 a-e within Thirty (30) days after receipt of written notice from Buyer, or
- g) Seller makes an assignment for the benefit of its creditors, commits any act of bankruptcy, has a receiver appointed, or otherwise admits of its inability to pay its debts as they mature, and Seller fails to remedy the breach or violation of this section 10e within Sixty (60) days after receipt of written notice from Buyer.

12. **ASSIGNMENT.** The Seller shall not assign, transfer or otherwise dispose of any rights or obligations to any third party without the prior written consent of Buyer. All rights and obligations shall inure to the benefit of and be binding on any permitted assignee or successor of each Party.

13. **COMPLIANCE WITH LAWS.** Seller agrees to comply with all federal, state, and local laws, executive orders, rules and regulations that may be applicable to Seller's performance of its obligations to under each PO. If requested, Seller shall so certify when and in such form as Buyer may require, including among other things, a certification that the items were produced in compliance with all applicable requirements of the Fair Labor Standards Act.

14. **PAYMENT.** Payment Terms are Net 45 for all invoices received by the buyer on or before the 15th of each month. These invoices will be promptly processed for payment for that same month. Before any payment is made by the Buyer, the Seller must submit to the Buyer a copy of their New Jersey Business Registration Certificate (P.L. 2004, c57).

15. **CONFIDENTIALITY.** Any specifications, samples, designs, formulations, trade secrets, patents, financial data, or other information that Buyer identifies as or otherwise deems confidential ("Buyers Confidential Information") and discloses to the Seller in connection with the PO shall remain the exclusive property of the Buyer and shall, along with any information derived from the same, be kept confidential by the Seller and its employees and agents and shall not, without Buyer's prior written consent, be disclosed to any third party or used except for purposes of the PO. Notwithstanding the foregoing, such information shall not be deemed confidential to the extent that the Seller can demonstrate by written record that it was previously known by the Seller, became generally available to the public through no fault of the Seller, was disclosed to the Seller by a third party without breach of any confidentiality obligation, or is specifically required to be disclosed by law or legal process.

The Buyer and Seller agree that the covenant of confidentiality and nondisclosure set forth above shall survive termination of this Agreement and shall remain in effect for so long as the Buyers Confidential Information remains confidential. The Parties agree that this covenant shall supersede any contrary duration term set forth in any previously executed Confidentiality Disclosure Agreement.

16. **REMEDIES.** In the event Seller fails to perform in accordance with the PO ("Breach"), without limiting the generality of the foregoing, should any Product fail to conform to the warranties, or should Seller or any Product provided by Seller fail to meet any of the conditions or specifications set forth, and without prejudice to any other rights or remedies it may have under applicable law or in equity, Buyer shall have the right, after any applicable cure period, to recover from the Seller any and all

mitigated losses and reasonable additional expenses incurred by Buyer arising from Seller's Breach, and at Buyer's option:

- a) require the Seller promptly cure such Breach with conforming delivery at no additional charge or expense to Buyer and/or,
- b) reject any non-conforming Product, cancel any and all outstanding deliveries, cover by purchasing replacement Product from one or more other suppliers.

17. **INSURANCE.** The Seller agrees to maintain insurance covering the Product and its performance under the PO in compliance with applicable legal requirements and including but not limited to: a) Comprehensive commercial general liability (including products liability completed operations and third party liability coverage) for not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. b) Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 (CSL) per accident and including liability arising out of the ownership, maintenance or use of any auto, auto non-ownership and hired car coverage, and uninsured/underinsured motorist coverage at a limit no less than the minimum statutory limits. c) Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including "other states" coverage; and employers liability insurance or its equivalent with minimum limits of \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit for bodily injury by disease d) Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of \$1,000,000 per occurrence; \$1,000,000 aggregate for other than products/completed operations and auto liability; \$1,000,000 products/completed operations aggregate.

18. **FORCE MAJURE.** Seller's failure to deliver Product as provided in the PO by reason of any of the following and such event shall not constitute an event of default or breach of any Terms: strikes, picket lines, boycott efforts, fires, floods, freeze, accidents, war (whether or not declared), revolution, riots, insurrections, acts of God, acts of government (including without limitation any agency or department of the United States of America or any other country), acts of the public enemy, scarcity or rationing of gasoline or other fuel or vital products, inability to obtain materials or labor, or other causes which are reasonably beyond the control of the defaulting Party. Seller shall promptly notify the Buyer of any such delay and its cause. Provided that if any such cause that continues for more than Thirty (30) days the Buyer may at its own option cancel this PO and all its obligations to Seller.

19. **GOVERNING LAW AND JURISDICTION.** The formation and performance of the contract shall be governed by the laws of the State of New Jersey without regard to any applicable conflict of law provisions. Seller consents to the exclusive jurisdiction of any appropriate court of competent jurisdiction in New Jersey, for any legal or equitable action or proceeding.

20. **MISCELLANEOUS.**

- a) Failure of Buyer to insist upon performance of any provisions of these Terms or to exercise any rights hereunder shall not be construed as a waiver or relinquishment of the future performance of any such term or condition or the future exercise of such right.
- b) Any enforceable term, provision, undertaking or restriction contained in these Terms are held by a court of competent jurisdiction to be invalid, void or unenforceable (in whole or in part), the remainder of the terms, provisions, undertakings and restrictions will remain in full force and effect and will in no way be affected, impaired or invalidated.

- c) Any notice or request required or permitted to be given in connection with these Terms shall be sent by mail, prepaid, return receipt requested, by fax, with receipt confirmed, or by express delivery service to the address set forth on the PO or to any other business address furnished in writing by the intended recipient to the sender. The date of notice shall be deemed to be the date on which such notice has been sent by fax, received by mail, or by express delivery service.
- d) Section headings are for convenience only and are not to be construed as part of this Agreement.