

ATLANTIC COUNTY UTILITIES AUTHORITY

P. O. BOX 996
PLEASANTVILLE, NJ 08232-0996
TEL (609)272-6950 FAX (609)272-6936

REQUISITION	
NO.	R0-02261

SHIP TO	ACUA-ADMINISTRATION ADMINISTRATION OFFICES P. O. BOX 996 PLEASANTVILLE, NJ 08232-0996
	VENDOR #: L1216 LONGO ELECTRICAL-MECHANICAL, IN ONE HARRY SHUPE BLVD WHARTON, NJ 0788

ORDER DATE: 06/30/20
DELIVERY DATE:
STATE CONTRACT: B150-4 6/14/19
F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	06.16.20 - 018923 PATTY M Contract #: C9-00123 Contract Total: 100,120.00 Paid P.O.'s: 0.00 Open P.O.'s: 0.00 Available: 100,120.00 Requested Total: 88,697.00 Requested Available: 11,423.00	9-W1- -008-752 MECHANICAL SERVICES	88,697.0000 TOTAL	88,697.00 88,697.00

REQUESTING DEPARTMENT

DATE

R0-02261

Atlantic County Utilities Authority

P.O. BOX 996
PLEASANTVILLE, NEW JERSEY 08232-0996

Purchasing: (609) 272-6950
Fax: (609) 272-6936

PURCHASE ORDER
THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKING LISTS, CORRESPONDENCE, ETC.

Pg 1

ACUA-WWTP
1801 ABSECON BLVD.
ATLANTIC CITY, NJ 08401

SHIP TO: DELIVERY - 7:00 AM TO 3:00 PM

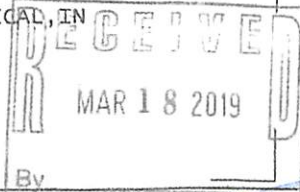
ORDE
REQU
DELI
STAT
F.O.

LA-00123

VENDOR:

LONGO ELECTRICAL-MECHANICAL, INC.
ONE HARRY SHUPE BLVD
WHARTON, NJ 0788

VENDOR #: L1216



VISIT: WWW.A
TAX EXEMPT
AND USE TAX IN NJ, PA, CT, DE, MD, VA, NC, SC, GA, FL, HI, AK, VT, NH, ME, NY, CT, DE, MD, VA, NC, SC, GA, FL, HI, AK, VT, NH, ME

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The Atlantic County Utilities Authority is responsible for enhancing the quality of life through the protection of waters and lands from pollution by providing responsible waste management services. The Authority is an environmental leader and will continue to use new technologies, innovations and employee ideas to provide the highest quality and most cost efficient environmental services.

THE CONDITIONS OF THIS FORM ARE NOT TO BE MODIFIED BY ANY VERBAL UNDERSTANDING. ALL PRICES ARE F.O.B. DESTINATION, UNLESS NOTED. SEE PAYMENT CYCLE ON REVERSE SIDE.

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
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\$88,697.00

PLEASE SIGN AND RETURN

VENDOR SIGNATURE REQUIRED HERE

VENDORS CERTIFICATION AND DECLARATION
I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated herein; that no bonus has been given or received by any person or persons with the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

(Please Sign Below)

Vendor:

2/12/19 [Signature] CSM
(Date) (Signature) (Official Position)

AUTHORITY OFFICER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

APPROVED FOR PAYMENT

CHIEF FINANCIAL OFFICER

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

[Signature]

PURCHASING MANAGER

DATE

Note: Do not include Federal, State or Local taxes.

Payment for partial shipments will not be processed.

CANARY - VOUCHER COPY



FED. I.D. # 22-1621596

LONGO ELECTRICAL-MECHANICAL, INC.

Industrial Electrical and Mechanical Service and Sales Specialists

ENGINEERS • REBUILDERS • DISTRIBUTORS

ORIGINAL INVOICE

PLEASE REMIT CHECKS TO:
P.O. BOX 511
WHARTON, NJ 07885345 PARK AVE. - LEVEL A
NEW YORK, NY 10154
Phone (212) 813-9700
Fax (212) 813-9711ONE HARRY SHUPE BLVD.
WHARTON, NJ 07885
Phone (973) 537-0400
Fax (973) 537-04041625 PENNSYLVANIA AVE.
LINDEN, NJ 07036
Phone (908) 925-2900
Fax (908) 925-94271400 ADAMS RD. - UNIT F
BENSALEM, PA 19020
Phone (215) 638-1333
Fax (215) 638-1366BILL TO: 004530
ATLANTIC COUNTY UTILITIES AUTH
ACCOUNTSPAYABLE@ACUA.COM
E-MAIL INVOICES ONLY
PLEASANTVILLE, NJ 08232-0996SHIP TO: ATLANTIC CITY UTILITIES
1801 ABSECON BLVD.
ATLANTIC CITY, NJ
BILL 609-272-6950

DATE	CUSTOMER ORDER NO.	JOB TICKET NO.	INVOICE NO.
06/16/20	C9-00123	01892300	018923

SHIPMENT NO.	018923	DATE SHIPPED:		SALESPERSON:	00N	TERMS:	NET 30
HP/KW:		RPM:		MFG:	JOHNSON	SERIAL NO:	
VOLTS:		AMPS:		FRAME:			
MOD/TYPE:	30MS-1						
DESCRIPTION:							

ORDER	SHIP	B/O	DESCRIPTION	UNIT	TOTAL
			REPAIR JOHNSON 30MS-1 VERTICAL PUMP PER ATTACHED QUOTATION		
					
				** NET	88697.00

Page 1

SUBJECT TO TERMS & CONDITIONS ON REVERSE SIDE

SALES TAX	
TOTAL AMOUNT OF INVOICE	88697.00

We hereby certify that these goods were produced in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

ORIGINAL INVOICE

CSFJML950102.1

Atlantic County Utilities Authority

P.O. BOX 996
PLEASANTVILLE, NEW JERSEY 08232-0996

Purchasing: (609) 272-6950
Fax: (609) 272-6936

PURCHASE ORDER

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKING LISTS, CORRESPONDENCE, ETC.

C9-00123

NO.

Pg 1

SHIP TO:

ACUA-ADMINISTRATION
ADMINISTRATION OFFICES
P. O. BOX 996
PLEASANTVILLE, NJ 08232-0996

ORDER DATE: 12/19/19
REQUISITION NO:
DELIVERY DATE: 12/18/20
STATE CONTRACT: B150-4 6/14/19
F.O.B. TERMS:

VENDOR:

VENDOR #: L1216
LONGO ELECTRICAL-MECHANICAL, IN
ONE HARRY SHUPE BLVD
WHARTON, NJ 0788

VISIT: www.acua.com • EMAIL: purchasing@acua.com
TAX EXEMPT UNDER PROVISIONS OF N.J. STATE
AND USE TAX N.J.S.A.54:32B-8.22.

The Atlantic County Utilities Authority is responsible for enhancing the quality of life through the protection of waters and lands from pollution by providing responsible waste management services. The Authority is an environmental leader and will continue to use new technologies, innovations and employee ideas to provide the highest quality and most cost efficient environmental services.

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QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
	Contract: C9-00123			
	Contract Total:	100,120.00	TOTAL	0.00
	Previous Paid P.O.'s:	0.00		
	Other Open P.O.'s:	0.00		
	Amount this P.O.:	0.00		
	Available:	100,120.00		

PLEASE SIGN AND RETURN

VENDOR SIGNATURE REQUIRED HERE

VENDORS CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated herein; that no bonus has been given or received by any person or persons with the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

(Please Sign Below)

Vendor:

6/16/20
(Date)

(Signature)

(Official Position)

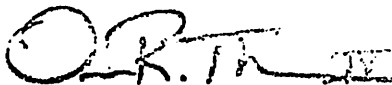
AUTHORITY OFFICER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

APPROVED FOR PAYMENT

CHIEF FINANCIAL OFFICER

DO NOT ACCEPT THIS ORDER UNLESS IT IS
SIGNED BELOW


PURCHASING MANAGER DATE

Note: Do not include Federal, State or Local taxes.

Payment for partial shipments will not be processed.

CANARY - VOUCHER COPY



LONGO ELECTRICAL-MECHANICAL, INC.

Industrial Electrical and Mechanical Service and Sales Specialists

ENGINEERS • REBUILDERS • DISTRIBUTORS

FED. I.D. # 22-1621596

829 E. 144th ST.
BRONX, NY 10454
Phone (718) 585-5330
Fax (718) 585-5337

ONE HARRY SHUPE BLVD.
P.O. BOX 511
WHARTON, NJ 07885
Phone (973) 537-0400
Fax (973) 537-0404

1625 PENNSYLVANIA AVE.
LINDEN, NJ 07036
Phone (908) 925-2900
Fax (908) 925-9427

1400 ADAMS RD. - UNIT F
BENSALEM, PA 19020
Phone (215) 638-1333
Fax (215) 638-1366

BILL TO:

004530
ATLANTIC COUNTY UTILITIES AUTH
ACCOUNTSPAYABLE@ACUA.COM
E-MAIL INVOICES ONLY
PLEASANTVILLE, NJ 08232-0996

SHIP TO:

ATLANTIC CITY UTILITIES
1801 ABSECON BLVD.
ATLANTIC CITY, NJ
BILL 609-272-6950

DATE 6/12/00	CUSTOMER ORDER NO. 01892300	JOB TICKET NO. 01892300	SHIPMENT NO.
SHIPMENT NO.	DATE SHIPPED:	SALESPERSON: JOHNSON	TERMS:
HP/KW:	RPM:	MFG:	PH/HZ:
VOLTS:	AMPS:	FRAME:	SERIAL NO:
MOD/TYPE:			
DESCRIPTION:			

ORDER	SHIP	B/O	DESCRIPTION
	2		UTP - Balance of 1005 SHAPES w/cables

JOB 01892300 CUSTOMER SERVICE : ACCOUNTSPAYABLE@ACUA.COM

DELIVERY DATE	DRIVER	RECEIVER X <i>G. J. Don</i>
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We hereby certify that these goods were produced in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

SUBJECT TO TERMS & CONDITIONS ON REVERSE SIDE

SIGN & RETURN

W. J. P. S. CSFJML950103.1



LONGO ELECTRICAL-MECHANICAL, INC.

Industrial Electrical and Mechanical Service and Sales Specialists

ENGINEERS • REBUILDERS • DISTRIBUTORS

FED. I.D. # 22-1621596

829 E. 144th ST.
BRONX, NY 10454
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Fax (718) 585-5337

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Phone (215) 638-1333
Fax (215) 638-1366

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004530
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ACCOUNTSPAYABLE@ACUA.COM
E-MAIL INVOICES ONLY
PLEASANTVILLE, NJ 08232-0996

SHIP TO:

ATLANTIC CITY UTILITIES
1801 ABSECON BLVD.
ATLANTIC CITY, NJ
BILL 609-272-6950

DATE	CUSTOMER ORDER NO.	JOB TICKET NO.	SHIPMENT NO.
6/11/20	C9-00123	01892300	01892300

SHIPMENT NO.

01

DATE SHIPPED:

SALESPERSON:

CON TERMS:

NET 30

HP/KW:

RPM:

MFG:

JOHNSON

PH/HZ:

VOLTS:

AMPS:

FRAME:

SERIAL NO:

MOD/TYPE:

30MS-1

DESCRIPTION:

ORDER	SHIP	B/O	DESCRIPTION
	1		VERTICAL TURBINE PUMP
			REPAIR
			INIT INVENTORY
	1		DISCHARGE HEAD
	2		COLUMNS
	1		BOWL ASBY
	1		DISCHARGE RING
	1		CHUTE (PARTS)

DELIVERY DATE

6/10/20

DRIVER

RECEIVER

X

We hereby certify that these goods were produced in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

SUBJECT TO TERMS & CONDITIONS ON REVERSE SIDE

SIGN & RETURN

CSFJML950103.1

Patty Mohnack

From: William Bill
Sent: Tuesday, June 30, 2020 11:11 AM
To: Patty Mohnack
Subject: FW: 500hp US motor - EM1
Attachments: ACUA 018924 NOV 21,2019 500HP.doc; csfj1990527-terms and conditions.doc

Hey Patty,
Will this suffice for Heather?

From: Michael Schmitt <mhschmitt@elongo.com>
Sent: Thursday, November 21, 2019 3:34 PM
To: William Bill <wbill@acua.com>
Cc: John LaTorre <jlatorre@elongo.com>; Bob Provine <rprovine@elongo.com>
Subject: 500hp US motor - EM1

WARNING: External Email - This email originated from outside of the Atlantic County Utilities Authority.
DO NOT CLICK links or attachments unless you recognize the sender and *are expecting the email.*

Bill – Attached is our proposal to repair referenced motor. Please advise if you have any questions.
With reference to your vertical turbine pump, the evaluation is being completed and we will develop repair workscope and submit our proposal as soon as possible.

Thank you,
Mike Schmitt

973-537-0400 Ext. 759 | mhschmitt@elongo.com | www.elongo.com

Longo Electrical-Mechanical, Inc. 1 Harry Shupe Boulevard, Wharton, NJ 07885
Service Through Knowledge® Since 1945





LONGO
Electrical-Mechanical, Inc.

Wharton Servicenter



November 21, 2019

Atlantic County Utilities Authority
Attn: William Bill

Subject: 500hp 705rpm 4160volt US Electric Motor (EM1)
Our Job Number 018924

We are pleased to present our quotation to ACUA for the above referenced unit. Since 1945, LONGO has been serving the electro-mechanical rotating apparatus market with our "Service Through Knowledge"® philosophy which has earned us the respect of utilities, municipalities, and many industrial customers and has enabled us to expand beyond motors. We presently service power distribution equipment from line to load along with distribution of motors, variable frequency drives and pumps.

We are pleased to present our proposal as follows:

TECHNICAL SECTION:

- Provide transportation to and from Longo Industries for the above referenced unit.
- The service center repair processes will be controlled by an **ISO 9001** registered quality system.
- Take inbound digital photographs of motor, and record all nameplate data.
- Completely disassemble, inspect all parts, steam clean and bake stator and rotor. Steam clean and pressure wash all other parts.
- Megger test, perform lead to lead resistance test, polarization index test, surge comparison test, DC hipot test, and open rotor growler test.
- Bake and varnish treat windings.
- Micrometer check all critical fits and clearances. Check shaft runout.
- Dynamic balance rotor, provide a computer-generated report.
- Furnish and install new oil site glasses.

"Service Through Knowledge"®

- Install new ball bearings in the motor, set endplay.
- Assemble, test run motor, check end play, measure and record bearing temperatures, measure and record vibration, and paint this unit.

COMMERCIAL SECTION:

- Your cost for this work on regular time would be: \$13,960.00.
- This proposal is based on regular work hours on weekdays unless premium time is specifically included and indicated.

This proposal is subject to our standard terms and conditions in accordance with the enclosed form.

Longo Industries thanks you for this opportunity to present our quotation and looks forward to receiving your most valued order.

LONGO Industries



Michael H. Schmitt - extension 759

e-mail: mhschmitt@eLONGO.com

Customer Service Representative

cc: John LaTorre



Longo Electrical-Mechanical, Inc. and Longo Industries
Terms and Conditions of Sale and
Terms and Conditions for Repair, Inspection, Maintenance or Modification Service

ALL ORDERS ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS. NO SALESPERSON OR OTHER PARTY IS AUTHORIZED TO BIND THE SELLER BY ANY AGREEMENT, WARRANTY, STATEMENT PROMISE OR UNDERSTANDING NOT HEREIN EXPRESSED, AND NO MODIFICATIONS SHALL BE BINDING ON THE SELLER UNLESS THE SAME ARE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF THE SELLER OR HIS DULY AUTHORIZED REPRESENTATIVE.

1. APPROVAL This order shall not be binding on the Seller until approved at the Seller's home office.

2. ELECTRICAL WARRANTY The Seller warrants the quality of service performed and the title to and quality of goods or parts sold hereunder. With respect to service only, if any portion of the specific service(s) performed by the Seller proves to be defective within three years from the date of completion of the work, the Seller, if promptly notified thereof in writing, will correct such defect at its own expense by, at its option, repair, re-installation or replacement of the defective service. Upon the expiration of said three years all liability of the Seller shall terminate. With respect only to goods or parts sold, if any of the goods or parts sold by the Seller manifests a material defect within three years from the date of tender of delivery, the Seller, if promptly notified thereof in writing, will correct such defect at its own expense by, at its option, repair or replacement of the defective goods or parts. For goods or parts sold, if the Seller is unable to repair or replace the non-conforming goods or parts, the Customer shall return same to the Seller and the Seller shall repay the price paid by the Customer. Upon the expiration of said three years all liability of the Seller shall terminate regarding goods or parts sold. As to services performed as well as goods or parts sold, claims for defective material or workmanship must be verified by an authorized representative of the Seller. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED AND EXCLUDED. NOR SHALL THE SELLER BE LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER FROM ITS FAILURE TO DISCOVER OR REPAIR LATENT DEFECTS OR DEFECTS INHERENT IN THE DESIGN OR MANUFACTURE OF THE EQUIPMENT.

3. MECHANICAL WARRANTY The Seller warrants the quality of service performed and the title to and quality of goods or parts sold hereunder. With respect to service only, if any portion of the specific service(s) performed by the Seller proves to be defective within one year from the date of completion of the work, the Seller, if promptly notified thereof in writing, will correct such defect at its own expense by, at its option, repair, re-installation or replacement of the defective service. Upon the expiration of said one year all liability of the Seller regarding services performed shall terminate. With respect only to goods or parts sold, if any of the goods or parts sold by the Seller manifests a material defect within one year from the date of tender of delivery, the Seller, if promptly notified thereof in writing, will correct such defect at its own expense by, at its option, repair or replacement of the defective goods or parts. For goods or parts sold, if the Seller is unable to repair or replace the non-conforming goods or parts, the Customer shall return same to the Seller and the Seller shall repay the price paid by the Customer. Upon the expiration of said one year all liability of the Seller shall terminate. As to services performed as well as goods or parts sold, claims for defective material or workmanship must be verified by an authorized representative of the Seller. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED AND EXCLUDED. NOR SHALL THE SELLER BE LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER FROM ITS FAILURE TO DISCOVER OR REPAIR LATENT DEFECTS OR DEFECTS INHERENT IN THE DESIGN OR MANUFACTURE OF THE EQUIPMENT.

4. LIMITATION OF REMEDY AND LIABILITY THE SELLER SHALL IN NO EVENT BE HELD LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OR EXPENSE ARISING IN CONNECTION WITH THIS CONTRACT, INCLUDING THE USE OF OR THE INABILITY TO USE THE GOODS OR SERVICES FOR ANY PURPOSE WHATSOEVER. NO ALLOWANCE WILL BE MADE FOR REPAIRS OR ALTERATIONS WITHOUT THE SELLER'S WRITTEN CONSENT OR APPROVAL. THE SELLER'S LIABILITY ON ANY CLAIM OF ANY KIND, INCLUDING THOSE SOUNDING IN TORT, FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS CONTRACT, OR THE PERFORMANCE OR BREACH THEREOF, OR THE DESIGN, MANUFACTURE, SALE, DELIVERY, RESALE, INSTALLATION, TECHNICAL DIRECTION OF INSTALLATION, INSPECTION, REPAIR, OPERATION OR USE OF ANY EQUIPMENT COVERED BY OR FURNISHED UNDER THIS CONTRACT, SHALL IN NO CASE EXCEED THE PRICE PAID BY THE CUSTOMER FOR THE GOODS SUPPLIED OR SERVICES PERFORMED UNDER THIS CONTRACT. The Seller also disclaims all liability, whether in contract, tort, warranty, or otherwise, to any party other than the Customer.

It is not intended that the equipment covered by, repaired, inspected, maintained, modified or furnished under this contract be used in or with any atomic installation or activity. If it is so used, the Seller disclaims all responsibility of every kind, including negligence, and the Customer indemnifies and holds the Seller harmless from any liability or damage whatsoever arising therefrom.

Without limiting the foregoing provisions of this Paragraph 4, the Seller, its officers, agents or employees, shall not be liable for any loss or injury to persons or property (including the machinery which is the object of the work) caused in whole or in part by (1) the acts of the Customer, its contractors, agents or employees; (2) failure to observe the Seller's instructions; (3) failure or malfunctioning of any tools, equipment, facilities or devices not furnished by the Seller; (4) manufacturing, design, or other defects, whether apparent or latent, in the machinery serviced or to be serviced by the Seller; (5) any unauthorized alteration, adjustments or modifications by the Customer to the machinery serviced by the Seller; or (6) the Customer's express or implied assumption of risk for the services performed hereunder, as for example and without limitation, when the Customer starts up, reinstalls, or reassembles machinery serviced by the Seller without direct on-site supervision by the Seller. The Customer agrees to save the Seller, its officers, agents or employees harmless from any and all such liability.

5. PAYMENTS Pro-rata payments shall become due as shipments are made from the Seller's facility or as work is completed at the Customer's premises. If shipments are delayed by the Customer, payments shall become due on the date when the Seller is prepared to make shipment. If the work to be performed hereunder is delayed by the Customer, payments shall be made based on the purchase price and the percentage of completion. The risk of loss for equipment held for the Customer and any expenses incurred as the result of holding this equipment shall be borne by the Customer.

If the financial condition of the Customer at any time does not, in the judgment of the Seller, justify continuance of the work to be performed by the Seller hereunder on the terms of payment as agreed upon, the Seller may require full or partial payment in advance, or shall be entitled to cancel any order then outstanding and shall receive reimbursement for its reasonable and proper cancellation charges. Alternatively, the Seller may demand of the Customer adequate assurance of due performance and suspend work until said assurance is received. Failure of the Customer to perform its obligations hereunder including, without limitation, payment in full of the purchase price for the goods, or the insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution, liquidation, or winding up of the business of the Customer shall constitute default under this contract, and shall afford the Seller all the remedies of a secured party under the Uniform Commercial Code of the State of New Jersey.

Terms of payment are Net 10 days for services and Net 30 days for sales and are effective from actual date of invoice. If any service or material furnished hereunder is not paid for within sixty days following completion of the work and invoicing the Customer, the Seller may, upon not less than seven days written notice to the Customer, sell the equipment repaired, serviced, maintained, or modified hereunder, at public or private sale and apply the proceeds to the Seller's charges, incidental damages, and to the expenses of the sale.

The Customer agrees to pay the Seller interest plus any reasonable attorneys' fees and other costs and expenses incurred by the Seller as a result of a breach of this contract by the Customer.

6. PATENTS The Seller may, in the performance under this contract, furnish or install apparatus, components, materials, and supplies which may be (a) standard commercial products of the Seller, (b) purchased from other sources, (c) manufactured by the Seller to meet the specific circumstances arising under this contract, or (d) manufactured by the Seller to the requirement of the Customer's instructions designs or specifications.

Items in categories (b), (c), and (d) are furnished by the Seller in accord with the exigencies and needs of the particular contract and under circumstances which do not ordinarily admit of investigation of possible risks arising under patents. The Seller, therefore, assumes no obligation to the Customer with respect to such risks.

As to items in category (a) the Seller warrants that the same sold hereunder will not infringe existing U.S. patents owned by others, provided that the Customer shall immediately forward to the Seller any communication charging infringement, immediately forward to the Seller all process, pleadings and other papers served in any action charging infringement, give the Seller the option to defend any such action at the Seller's expense and permit the Seller at any time up to or after judgment to minimize the Customer's liability or damages by procuring for the Customer the right to use said item, by altering same to make a non-infringing, by exchanging a non-infringing part which will fulfill the same functions as the infringing part or by repurchasing the infringing item at the Customer's straight line depreciated cost. The foregoing states the entire liability of the Seller for patent infringement by apparatus, components, materials, and supplies furnished or installed under this contract.

7. DELIVERY Estimates of delivery or completion dates are approximate and are based upon prompt receipt of all necessary information and ready access to equipment upon which work is to be performed. Unless otherwise stated herein, delivery of goods to common carrier or licensed trucker shall constitute delivery to the Customer. All risk of loss or damage in transit shall be borne by the Customer, unless on the Seller's vehicle. The Seller shall not be responsible for delays in delivery or any failure to deliver due to causes beyond the Seller's control including but not limited to acts of God, war, mobilization, civil commotion, riots, embargoes, domestic or foreign governmental regulations or orders, acts of the Customer, its agents or employees, power failure, fires, floods, storms, strikes, lockouts and other labor difficulties, or shortages of or inability to obtain shipping space or transportation, or inability to secure fuel supplies or power at current prices or on account of shortages thereof. In the event of such delay, the date of completion shall be extended for a period equal to the time lost by reason of delay.

8. RETURNS Prior to returning any materials, shipping instructions must be obtained from the Seller. The Seller is not responsible for damage to material due to improper installation or to attempts to operate the parts beyond their rated capacity.

9. SUBCONTRACTING The Seller shall have the right to subcontract any or all of the work covered by the contract. The Seller will comply with all applicable Federal, State and Local laws and specifically represents that any work to be undertaken hereunder will be in compliance with the requirements of the Fair Labor Standards Act of 1928 as amended.

10. SALES AND SIMILAR TAXES The Seller's charges do not include sales, use, excise or similar taxes. Consequently, in addition to the charges specified herein, the amount of any present or future sales, use, excise or other similar tax applicable to the sale, repair, inspection, maintenance, modification or use of the equipment hereunder, shall be paid by the Customer, or in lieu thereof, the Customer shall provide the Seller with a tax exemption certificate acceptable to the taxing authorities and the Seller. All export, import and other duties, tariffs and customs shall also be paid by the Customer.

11. ASSIGNMENT This contract is not assignable without written permission from the Seller. Any attempt to assign any rights, duties or obligations which arise under this contract without said permission shall be void.

12. WAIVER No provisions hereof and no breach of any provision shall be deemed a waiver by reason of any previous waiver of any such provision or breach thereof.

13. TOOLING Charge for dies, tools, and/or gauges do not convey ownership or the right to remove from the Seller's factory. Tool charges shown on the invoice constitute only a part of the actual tool cost. The Seller assumes the remainder of the original costs and the cost of maintenance. The Customer, however, may purchase such dies and/or gauges upon request at the discretion of the Seller.

14. TITLE All scrap resulting from work shall be the property of the Seller. The title and right of possession of the equipment repaired or modified hereunder shall remain with the Customer, subject to any applicable lien rights of the Seller and to its right of sale in the event of non-payment as provided in Paragraph 4 hereof.

15. SECURITY INTEREST The Seller retains until the Customer performs all of its obligations hereunder, including without limitation, payment in full of the purchase price, a security interest in the goods, including all accessions and replacements thereto and the proceeds thereof, to secure performance of all of such obligations of the Customer. The Customer agrees promptly upon demand by the Seller to execute any financing statements, applications for registration and like documents and to take any other action deemed necessary or desirable by the Seller in order to perfect the Seller's security interests hereunder. In addition, the Customer hereby appoints the Seller its attorney-in-fact to prepare, sign and file or record for the Customer, in the Customer's name, any such documents.

16. GENERAL The contract constitutes the entire agreement between the parties, all prior representations and understandings have been merged herein. It may not be modified or terminated except by a writing signed by a duly authorized representative of the Seller.

This contract shall be deemed to be between merchants and is for the benefit of the parties hereto and not for any other person.

The employees of the Seller assigned to work on the Customer's premises shall remain under the supervision and control of the Seller and shall not constitute employees of the Customer.

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in Somerset, New Jersey under the Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The entire contract shall be governed, construed and interpreted in all respects in accordance with the substantive and procedural laws of the State of New Jersey regardless of that State's conflict of laws rules. Any action against the Seller arising hereunder or relating hereto shall be commenced within one year after the cause of action has accrued; otherwise, the same shall be barred.

If any of the terms, provisions, covenants or conditions of this contract are held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless the material benefits or ability to perform hereunder of either party shall be materially impaired thereby.

Any notices required to be given pursuant to this contract shall be in writing and shall be deemed to have been given at the time when delivered by person, or upon actual receipt by the addressee when sent by overnight courier or mailed by certified mail, return receipt requested, at any official Post Office of the United States, postage prepaid and addressed to the address of the intended recipient appearing on the reverse side hereof, or such other address as either party shall have designated in writing to the other party, provided that any notice of change of address shall be effective only upon receipt. Should either party refuse receipt of any such notice, refusal shall constitute receipt.

17. CONTROLLING PROVISIONS This writing constitutes the entire agreement between the Seller and the Customer relating to the sale of the goods or the provision of services. This writing prevails over and the Seller objects to any and all terms and conditions contained in the Customer's purchase order, if any. These terms and conditions are part of this contract. You agree that you have full knowledge of those terms and conditions and that the same are part of the agreement between the Seller and the Customer, and that those terms and conditions shall be binding if either the goods/services referred to herein are delivered to and accepted by you, or if you do not within ten days from the date hereof deliver to the Seller written objection to said terms and conditions or any part thereof.

Stenographic or clerical errors are subject to correction.

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