VILLAGE OF MAPLE PARK, KANE AND DEKALB COUNTIES

RESOLUTION 2019-04 Approved: February 5, 2019

AUTHORIZING THE VILLAGE PRESIDENT TO ENTER INTO AN AGREEMENT WITH HACH SERVICE PLUS FOR WATER SYSTEM EQUIPMENT MAINTENANCE

WHEREAS, the village of Maple Park (the “Village”) is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., and

WHEREAS, the President and Board of Trustees of the Village finds it is in the best interest of the Village of Maple Park to approve and to authorize a partnership with Hack Service Plus for water system equipment maintenance, now therefore,

BE IT RESOLVED by the Board of Trustees of the Village of Maple Park, Counties of Kane and DeKalb, Illinois, as follows:

Section 1. The recitals set forth above are incorporated and made a part hereof.

Section 2. That the Lease, in substantially the same form as attached to this Resolution by Exhibit “A” and incorporated herein by reference, is approved and accepted by the Village.

Section 3. The President or designee is authorized to execute the Lease on behalf of the Village and, as may be required, the Village Clerk to attest to the same.

Section 4. That this Resolution shall be in full force and effect from and after its adoption and approval.

PASSED by the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois at its regular Board meeting held on February 5, 2019.

Ayes: Higgins, Shaver, Dalton, Dries, Fahnstock, Harris

Nays: None

Absent: None

Kathleen Curtis, Village President

Elizabeth Peerboom, Village Clerk
**HACH SERVICE PARTNERSHIP QUOTATION**

**Headquarters**  
P.O. Box 389  
5600 Lindbergh Drive  
Loveland, CO 80539-0389  

**Purchase Orders**

<table>
<thead>
<tr>
<th>Headquarter</th>
<th>Remittance</th>
</tr>
</thead>
</table>
| Headquarters | 2207 Collections Center Dr  
Chicago, IL 60693 |
| WebSite | 231 S. LaSalle St  
Chicago, IL 60604  
Account: 8765602385  
Routing (ABA): 026009593 |

**Version:** 0.15  
**Quotation Date:** 30-JAN-19  
**Expiration Date:** 26-MAR-19  
**Service Partnership Phone:**  
**Email:** michael.johnson@hach.com  
**Customer Contact:** LARSON, LOU  
**Customer Email:** llarson@villageofmaplepark.com

**Bill-To Account #071666**  
**Ship-To Account #071666**

<table>
<thead>
<tr>
<th>Customer Name</th>
<th>VILLAGE OF MAPLE PARK</th>
<th>Customer Name</th>
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<tbody>
<tr>
<td>Address1</td>
<td>PO BOX 220</td>
<td>Address1</td>
<td>302 WILLOW ST</td>
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**Payment Terms:** Net 30  
**Billing Method:** Annual-Invoices on START Date  
**Currency:** USD

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<td>27-MAR-19</td>
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**Line Total:** 164.00

**Sub Total:** 164.00  
**Tax:** 0.00  
**Total:** 164.00

**Partnership Notes:**

CONFIRMATION OF TYPE OF PAYMENT IS DUE AT THE TIME OF PARTNERSHIP ACTIVATION.

Please keep in mind that if you allow the service coverage to lapse, then an evaluation may be required on your instrument(s). Any repairs required, above a preventative maintenance, must be taken care of as a separate billable charge.

To avoid being billed at the time and material rates, which may include parts, labor, and travel, and to ensure your visits remain on schedule, it would be best to complete your renewal at least 30 days before expiry.
Pre-existing repair conditions are not covered under our pm / repair service plans. New instruments not serviced by Hach in the past 30 days will need an evaluation to determine they are functioning properly. Any repairs required will be at an additional cost to the service plan. Your Hach service technician will discuss those with you prior to performing any repairs.

For immediate assistance, contact our exclusive partnership technical support group at 1-866-902-HACH(4224). Please reference your partnership agreement number when calling.

Field (FSP and SSP) instruments:

To schedule your PM services, please email our Dispatch team at: dispatch@hach.com. You will be contacted within 24 hours, during normal business hours.

Bench (BSP) instruments:

To schedule bench service, call 800-227-4224 x 6180 or e-mail services@hach.com. Be sure to reference the HACH partnership number and let them know if you need a loaner instrument. Once you have the loaner, you can then send in your instrument for services.

Bench Service Partnership Plus (BSPPLUS) instruments:

All repairs must be completed at the bench due to instrument design limitations. Includes one on-site visit per year which can be used for either Start-up OR PM/Validation. Reference the instrument Scope of Work for more information. To schedule bench repair, call 800-227-4224 x 6180 or e-mail services@hach.com. Loaners are available for some instruments. Please allow at least four weeks advance notice for loaner availability.

Thank you - we value your continued business!

HACH COMPANY
P 970.669.3050 ext 6177 | F 970.619.5815
Hach Company | www.hach.com | contract_support@hach.com

***Email Address Change – renewal@hach.com is no longer available and all further communication should be directed to contract_support@hach.com.

Be confident in your water analysis. Be right with expert answers, outstanding support, and reliable, easy-to-use solutions from Hach.
TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale shall govern all orders or contracts for the sale of goods and/or services ("Products").

1. APPLICABLE TERMS & CONDITIONS:

These Terms & Conditions of Sale are contained directly and/or by reference in Hach’s offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach’s offer and not a counteroffer and creates a contract of sale (a "Contract") in accordance with these Terms & Conditions of Sale unless the party receiving Hach’s offer (Buyer) (a) objects to the terms of a purchase order document against Hach’s offer; (b) acknowledges/accepts Buyer’s order by Hach; or (c) commencement of any performance by Hach 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 unless specifically agreed to in writing.

2. CANCELLATION:

Buyer may cancel goods ordered subject to fair charges for Hach’s expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer’s expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) days prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs. 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.

3. DELIVERY:

Delivery will be accomplished FCA Hach’s facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first for hire carrier for orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach’s normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

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 Hach of such nonconformance in writing. Hach 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 in the event such a written notification is not received by Hach within 30 days of delivery.

5. PRICES & ORDER SIZES:

All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance, brokerage fees, sales, use, inventory or excise taxes, import or export duties, special financing fees, VAT, income or royalty taxes imposed outside the U.S., 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 Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. PAYMENTS:

All payments must be made in U.S. Dollars. For international orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach’s invoice, or for customers with credit established, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either (a) require Buyer’s performance in part or in whole prior to delivery; (b) terminate this Contract for default; (c) withhold future shipments until delinquent payments are made; (d) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (e) charge interest on the delinquency rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for all months or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (f) repossess the Products for which payment has not been made; (g) recover all costs of collection including reasonable attorneys’ fees; or (h) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from settling off any and all liabilities owed under this or any other contracts, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer’s financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due. Buyer grants Hach a security interest in the Products to secure payment in full which payment releases the security interest but only if such payments could not be considered an available transfer under the U.S. Bankruptcy Code or other applicable laws. 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 affects Hach the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

7. LIMITED WARRANTY:

Hach warrants 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 most Hach Instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts furnished by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. 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, credit or refund of the purchase price. This remedy is not deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. INDEMNIFICATION:

Indemnification applies to a party and to such party’s successors-in-interest, assignees, affiliations, directors, offices, and employees ("Indemnified Parties") Hach is responsible for and will defend, indemnify and hold harmless the Buyer (Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach’s breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misapplication of any goods or services by the Buyer or any third party affiliated in or privity with Buyer.

9. PATENT PROTECTION:

Subject to all limitations of liability provided herein, Hach, with, respect to any Products of Hach’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. patent (European patent for products of Hach) or in a claim of theft or misappropriation of any non-practiced inventions to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (a) full and exclusive control of the defense of such suit and all related matters or (b) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach’s warranty to use patents only applies to infringement arising solely out of the inherent operation of the Products according to the applications as envisioned by Hach’s specifications. In case the Products are in such suit held to constitute infringement and the use of the Product is enjoined, Hach 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 Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach’s above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misapplication of any goods or services by the Buyer or any third party affiliated in or privity with Buyer.
10. TRADEMARKS AND OTHER LABELS: Buyer agrees not to alter or add any insignia 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: All licenses to Hack's separately-purchased software products are subject to the separate software license agreements accompanying the software media. In the absence of such terms and for all other software, Hack grants Buyer only a personal, non-exclusive, license to access and use the software provided by Hack with Products purchased heretofore 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 abide by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. PROPRIETARY INFORMATION; PRIVACY: "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hack considers proprietary, including but not limited to service, repair and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hack and will not transfer or disclose it without Hack's prior written consent, 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 purchased from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hack'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 Hack, except for the limited terms and conditions of any license under which the open source software is distributed. Buyer agrees that it will abide by any and all such license agreements. Title to software remains with the applicable licensor(s).

13. CHANGES AND ADDITIONAL CHARGES: Hack reserves the right to make design changes or improvements to any Products that are being delivered heretofore without liability or obligations to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hack; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hack's operating manuals; (c) use of parts or accessories not provided by Hack; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE: In connection with services provided by Hack, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and is fully liable for its premises, including those areas where Hack 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 services. Buyer will generate the list of all results existing, including without limitation hazardous wastes. Buyer is solely responsible to arrange for disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hack employees and contractors with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hack service technicians will not work in Confined Spaces. In the event that a Buyer requires employees to perform safety or compliance training programs provided by Buyer, Buyer will pay Hack the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hack and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USES: Buyer will not use any Products for any purpose other than those identified in Hack's catalogs and literature as intended uses. Buyer has not received the Author's written permission in, no event will Buyer use the Products in drugs, food additives, food or cosmetic, 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. Any warranty granted by Hack is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENCES AND COMPLIANCE WITH LAWS: Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hack represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the possession of or use of all Products, 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 licenses with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hack Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, or use Hack Products 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 including antitrust, import, export, sanctions, export controls, 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 officer, employee, or employee of any company owned by or to 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 Hack, or for any other purpose or cause to 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. Hack asserts Buyer to "speak out" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See http://danaher.com/integrity-and-compliance and www.danaherintegrity.com for a copy of the SOC and for access to our Hotline portal.

17. FORCE MAJEURE: Hack 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 freeze of assets, delays or refusal to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fire, flood, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; acts, stunts, insurrections, civil disorder, war, insurrection or acts of criminals or terrorist; war, material shortages or delays in delivery to Hack 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, Hack may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. NON ASSIGNMENT AND WAIVER: Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hack'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 waiving, modifying any such terms, conditions, rights, or privileges, and the same will continue and remain in full force and effect as if no waiver had occurred.

19. LIMITATION OF LIABILITY: None of the Hack indemnified Parties will be liable to Buyer under any circumstances for any special, indirect, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased heretofore, 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 Buyer's customers for such damages, however caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hack Indemnified Parties arising out of the performance or nonperformance hereunder or Hack's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed the aggregate surety equal to twice the amount actually paid by Hack for Products delivered heretofore.

20. APPLICABLE LAW AND DISPUTE RESOLUTION: The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be void, deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hack and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S. (ii) in Colorado if the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. ENTIRE AGREEMENT & MODIFICATION: These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hack unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hack. Hack rejects any additional or inconsistent Terms & Conditions of Sale offered by any other party.
<table>
<thead>
<tr>
<th>HACH SERVICE PARTNERSHIP QUOTATION</th>
<th>Page : 5 of 5</th>
<th>Partnership Number : HACH588861</th>
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<tbody>
<tr>
<td>Headquarters</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P.O. Box 389</td>
<td>Website : <a href="http://www.hach.com">www.hach.com</a></td>
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<tr>
<td>5600 Lindbergh Drive</td>
<td>Remittance</td>
<td>2207 Collections Center Dr</td>
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<tr>
<td>Loveland, CO 80539-0389</td>
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Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach’s acceptance of Buyer’s order for the described goods and services.