

Wedeco UV TotalCare Services Proposal

Improving Performance, Reducing Costs



Spektron 250e x 3

**Webb County / Rio Bravo WTP
Rio Bravo, TX**

ATTN: Tomas Sanchez

**Wedeco Project #: 15019
Wedeco Quote #: J23081224586
Wedeco Contact: Mike Leverett
Date of Contract Proposal: September 27, 2023**

Xylem Water Solutions
4828 Parkway Plaza Blvd, Charlotte, NC 28217
Tel: (704) 409 – 9700 Fax: (704) 409 – 9839
www.xylem.com

MARGIE R. IBARRA
COUNTY CLERK
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2024 JAN 31 PM 3:34
WEBB COUNTY, TEXAS
BY: *M. Leverett* DEPUTY

Xylem TotalCare Services

Introduction

TotalCare Preventative Maintenance (PM) Services are the most economical, and also the most popular of all TotalCare services. With the Preventative Maintenance service, a Xylem technician will visit your site to perform all necessary inspections and minor maintenance work.

Xylem TotalCare Services will enable you to reduce the total cost of ownership by providing technical and process support. Our TotalCare services work because we are committed to supporting you and your Wedeco UV system throughout its operational life; ensuring that you achieve the lowest cost of equipment ownership through increased reliability, reduced energy consumption and proactive maintenance.

Keeping maintenance costs down

With resources tight and cost-cutting measures in place across the board, companies are looking for smart ways to extend asset life and reduce costs for unplanned work, such as breakdowns and emergency callouts.

A preventive maintenance service program is proposed that is completely tailored to your needs. Yearly, semi-annual or quarterly planned visit by a Xylem Field Service Technician specifically trained in the maintenance of the Wedeco UV System will be carried out utilizing a well-defined service schedule.

Xylem's Wedeco UV systems are required to perform 24/7. To guarantee this performance level, regular inspection and maintenance combined with the use of genuine OEM spare parts is essential. Key benefits that you can expect from a Xylem TotalCare preventive maintenance service program include:

- Plant optimization with focus on reducing plant operational costs
- Priority in service scheduling
- Custom tailored preventative maintenance plans
- Unlimited phone support
- Discounts on spare parts
- Additional on-site training
- Knowledgeable factory trained UV service technicians
- Confirm instrument calibration and set-up
- Reduce system down time

Total Care Activities – Closed Vessels UV Systems	
Typical Tasks	BX/LBX/Spektron/K-Reactor Systems
System Review	<p>Pre-visit:</p> <ul style="list-style-type: none"> Identify outstanding issues from prior visits as well as new issues. Recommend parts required for upcoming work. <p>Onsite:</p> <ul style="list-style-type: none"> Review system history and alarm log since last visit– identify key tasks to resolve during visit.
Control Cabinets	<ul style="list-style-type: none"> Inspect cabinets for dust and/or corrosion. Clean as necessary. Confirm adequate cooling and or airflow through cabinet. Check for hot spots that could cause temperature faults. Replace filters as need from spares stock. Troubleshoot and resolve faulty ballasts. Replaced failed ballasts from spares stock as needed. If indicated, measure incoming, voltage, current, neutral, and ground of supplied system power. Identify deficiencies and diagnostic recommendations. Validate proper operation and set points of HMI, adjust as needed. Validate proper operation and set points of internal UV system controllers, adjust as needed. Validate proper function of all signal isolators. Replace from onsite spares as needed. Perform basic functional test of AC units if present. Validate proper function of all safety circuits. Check remote communications if applicable.
Cable Assemblies	<ul style="list-style-type: none"> Examine cables and associated hardware for proper function. Replace faulty hardware with onsite spares. Identify and provide recommendations for unusual wear, rust and/or corrosion of components. Replace as needed from onsite spares.
Modules, Lamps, Reactor, Sleeves & Connectors	<ul style="list-style-type: none"> Check reactor for leakage. Identify resolution. Identify and provide recommendations for unusual wear, rust and/or corrosion of components. Replace as needed from onsite spares. If the reactor is accessible, check quartz sleeves for excessive surface abrasions, replace as needed from onsite spares. Identify and resolve any loose connections. Validate cable connector functionality. Replace O-rings, or connector assembly from onsite spares as needed. Check intensity sensors for proper operation, clean if needed, replace from onsite spares as necessary. If the reactor is accessible, examine Intensity sensor cleaning brushes. Replace from onsite spares as needed. Examine a representative sampling of lamps for signs of excessive aging, replace as needed. Identify source of problem if premature. Troubleshoot failed components and replace from onsite spares as needed.

	<ul style="list-style-type: none"> • Validate proper operation of air relief valves. Repair or replace as needed from onsite spares. • Provide guidance and instruction to open and clean reactor if necessary.
Control Philosophy	<ul style="list-style-type: none"> • Identify chronic alarms - root cause and resolve. • Validate intensity readings. • Root cause and resolve UV intensity issues if system related. • Validate incoming flow signal. Identify any inconsistencies. • Validate basic PLC function in Manual, Maintenance and Automatic modes
Wiper Cleaning Systems	<ul style="list-style-type: none"> • Validate operation and set points of mechanical wiper system. Repair as necessary for proper operation.
Control Instrumentation	<ul style="list-style-type: none"> • Clean & calibrate onsite transmittance monitor.
Physical and Mechanical Components	<ul style="list-style-type: none"> • Validate proper manual and auto operation of all control fixtures. Adjust set points, and torque settings as necessary
Water Quality	<ul style="list-style-type: none"> • Provide guidance and instruction to open and clean reactor if necessary. • If the reactor is accessible, check fouling of quartz sleeves. Provide instruction and recommendations on cleaning if necessary. • Compare process water transmittance against system design requirements if applicable. Identify possible sources of discrepancies.
Operational	<ul style="list-style-type: none"> • Provide informal operation, maintenance, and/or safety training as requested. • Identify maintenance and/or operation concerns and associated improvement recommendations • Identify spares utilized and recommendations for replacement or adjustments to existing levels. • Identify approximate future timeline for consumables (lamps, ballasts, sleeves, wiper rings, etc.) replacement. • Identify operational enhancements (power settings, timer adjustments, etc.). • Review Xylem 24/7 contact information.



Maintenance Contracts

Preventative Maintenance Package

All preventative maintenance contract agreements will begin on the commencement signature date and will expire on the term of 12 months. Contracts are invoiced 100% at the time of contract and in advance of service. Pricing for preventative maintenance services is as follows:

Each visit will be ONE (1) full day(s) on site. TWO (2) visits per year. This includes one (1) full set of lamps (12 lamps per set) of replacement lamps. Lamps will be changed out at approximately 12,000 hours run time. Also included in the 3 year contract is parts allowance of \$25,000 for any additional parts or service. Parts ordered during the term of this agreement will be given a 12% discount from our list price.	
3 YEAR CONTRACT	\$68,340
1 YEAR CONTRACT PRICE	\$14,447

With the purchase of a TotalCare Preventative Maintenance contract, the customer can choose to add additional days to their onsite visits. Additional days can be added to any level service at a rate of **\$1,867.00** for each day added.

**The number of days presented under the contract description, represent the amount of time required to complete the specific scope of work as originally presented. If during the term of the contract, the customer asks for work in addition to the outlined scope of work, additional compensated days must be added to the contract prior to the work being performed to cover the additional tasks requested. If during the term of the contract, new tasks are requested in lieu of items contained in the original contract scope of work supplied, additional days may be required as indicated above. Additionally, the customer acknowledges that Xylem is only responsible for the new work that they are requested to perform and the remaining contract scope not excluded by the customer. There will be no warranties, actual, or implied where no work was performed.*



Spare Parts - Recommended spare parts

Description	Part No.	Price
AS REQUIRED		



Training (Optional)

UV Training with Troubleshooting Package

Xylem can offer comprehensive and tailored UV training packages, which are designed to keep site operators fully trained on UV methodology, operation and troubleshooting. This course will consist of one (1) full day of onsite training by one of our senior technicians.

UV Instructional Training Package
One (1) day on site. Training will be performed by Sr. Technician.
\$1,867.00*

*Price based when scheduled as an additional service during maintenance visit

SELECT OPTION BY CHECKING BOX:

- PMA PACKAGE 3 YEAR CONTRACT with LAMP CHANGE OUT \$68,340
- PMA PACKAGE ONE YEAR with LAMP CHANGE OUT \$14,447
- ADDITIONAL DAY ON SITE PER DAY (OPTIONAL) \$1,867

For questions regarding this preventative maintenance proposal, please contact one of the following:

Mike Leverett
Aftermarket Territory Manager - Treatment
Phone: (817) 905-2879
Email: mike.leverett@xylem.com

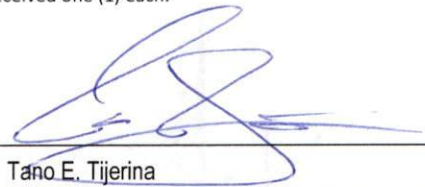
THE PARTIES ACKNOWLEDGE THAT EACH HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Terms & Conditions: This quotation is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and are incorporated herein by reference and made a part of the agreement between the parties

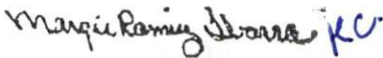
This Agreement has been executed in two (2) counterparts, of which the parties have received one (1) each.

AGREED TO:

SUPPLIER BY Xylem Water Solutions, USA, Inc.
NAME Mike Leverett
TITLE Aftermarket Territory Manager - Treatment
DATE 9/29/2023

PURCHASER BY 
NAME Tano E. Tijerina
TITLE Webb County Judge
DATE 1/30/2024

ATTESTED:



Margie Ramirez Ibarra
Webb County Clerk



TERMS AND CONDITIONS FOR SERVICES – XYLEM AMERICAS

(V1 - Effective 11.10.2017)

1. Applicability.

(a) These terms and conditions for services - Xylem Americas (these “**Terms**”) along with any special conditions expressly incorporated in the quotation or sales form, will govern any sale of services by **Service Provider** to **Customer**. The Parties may also be referred to individually as “**Party**” and collectively as “**Parties**.”

(b) These Terms, collectively with any applicable Statement(s) of Work, (the “**Agreement**”) comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. If the Parties have entered into a Master Services Agreement (a “**MSA**”), the Order shall be governed by the terms of such MSA. In case of discrepancy between the Agreement documents, they shall be applied in the following order: (i) the MSA (if any); (ii) these Terms.

(c) These Terms prevail over any of Customer’s general terms and conditions regardless of whether Customer has submitted its request for proposal, or order on such terms and Service Provider expressly rejects such Customer general terms and conditions. Provision of Services to Customer does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend these Terms.

2. Services. Service Provider shall provide the Services to Customer as described in the Statement of Work (the “**Services**”) in accordance with these Terms.

3. Performance Dates. Service Provider shall use reasonable efforts to meet any performance dates specified in the Statement of Work, and any such dates shall be estimates only.

4. Customer’s Obligations.

Customer shall:
(a) cooperate with Service Provider in all matters relating to the Services and provide such access to Customer’s premises, and such office accommodation and other facilities as may reasonably be requested by Service Provider, for the purposes of performing the Services;

(b) deliver to Service Provider all relevant environmental, health and safety information before conducting the Services and at all relevant times thereafter, including mitigating hazards to the maximum extent practicable and/or warning of any such hazards along with requirements for appropriate personal protective equipment, as required to establish and maintain safe working conditions;

(c) respond promptly to any Service Provider request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of this Agreement;

(d) provide such customer materials or information as Service Provider may request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and

(e) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

5. Customer’s Acts or Omissions.

If Service Provider’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Service Provider shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay (“**Customer Delay**”).

6. Change Orders.

(a) A Change Order may result only from any of the following: (i) a change in scope or other proposal by Customer or Service Provider agreed to by other Party in writing; (ii) a material change in site conditions discovered as a latent condition during performance of the Services or otherwise not previously known or disclosed (iii) the occurrence of a force majeure event as described in Section 17; (iv) a change in law, rule or regulation that impacts Service Provider’s work; (v) a Customer Delay as provided in Section 5.

(b) In the event(s) or circumstance(s) giving rise to a Change Order above, the Party seeking the Change Order shall prepare a detailed proposal for such Change Order. Service Provider shall, within a reasonable time after such detailed proposal is submitted, provide a written estimate to Customer of: (i) the likely time required to implement the change; (ii) any necessary variations to the fees and other charges for the

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Services arising from the change; (iii) the likely effect of the change on the Services; and (iv) any other impact the change might have on the performance of this Agreement.

Promptly after receipt of the detailed proposal, the Parties shall negotiate and agree in writing on the terms of such change (a “**Change Order**”). Neither Party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with Section 25. Notwithstanding the foregoing, in the event(s) or circumstance(s) giving rise to a Change Order under Section 6(a)(ii), 6(a)(iii), 6(a)(iv), or 6(a)(v) above, Service Provider shall be entitled to an equitable adjustment in compensation (including mobilization and demobilization costs) and the time for performance of the Services. If the Parties cannot agree on the terms of such change and Service Provider is unable to complete performance of the Services, then Service Provider may elect to terminate the Agreement and Customer shall be responsible for payment for the Services provided to the date of termination, including costs for work in progress and demobilization, and without further obligation or liability to Customer.

(c) Notwithstanding Section 6(a) and Section 6(b) above, Service Provider may, from time to time change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Statement of Work.

(d) Service Provider may charge for the time it spends assessing and documenting a change request from Customer on a time and materials basis in accordance with the Statement of Work.

7. Quotation, Withdrawal, Expiration. Quotes are valid for thirty (30) calendar days from the date of issuance unless otherwise provided therein. Service Provider reserves the right to cancel or withdraw the quotation at any time with or without notice or cause prior to acceptance by Customer. There is no Agreement if any conditions specified within the quotation or sales form are not completed by Customer to Service Provider’s satisfaction within thirty (30) calendar days of Service Provider’s acknowledgement in writing of an order. Service Provider nevertheless reserves its right to accept any contractual documents received from Customer after this thirty (30) calendar day period

8. Fees and Expenses; Payment Terms; Interest on Late Payments.

(a) In consideration of the provision of the Services by the Service Provider and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the Statement of Work.

(b) Customer agrees to reimburse Service Provider for all reasonable travel and out-of-pocket expenses incurred by Service Provider in connection with the performance of the Services.

(c) Payment in full is due within thirty (30) days from the invoice date unless otherwise stated in Service Provider’s documentation. In the event payment is not made when due, to the extent permitted under law, Customer agrees to pay Service Provider a service or finance charge of the lesser of (i) one and one-half percent (1.5%) per month (18% per annum), or (ii) the highest rate permitted by applicable law, on the unpaid balance of the invoice from and after the invoice due date.

Customer is responsible for all costs and expenses associated with any checks returned due to insufficient funds or costs and expenses incurred from Service Provider’s collection efforts. All credit sales are subject to prior approval of Service Provider’s credit department. (iii) Further, in the event payment is not made when due, Service Provider may suspend performance for all Services until payment has been made in full.

9. Taxes. Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder.

10. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, “**Intellectual Property Rights**”) in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Services, including any items identified as such in the Statement of Work (collectively, the “**Deliverables**”) except for any Confidential Information of Customer or customer materials, shall be owned by Service Provider. Service Provider hereby grants Customer a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free and perpetual basis to the extent necessary

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to enable Customer to make reasonable use of the Deliverables and the Services.

11. Confidential Information.

(a) All non-public, confidential or proprietary information of the Parties, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, “**Confidential Information**”), disclosed by Service Provider to Customer and Customer to Service Provider, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential,” in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied without the prior written consent of the disclosing Party. Confidential Information does not include information that is: (i) in the public domain; (ii) known to Customer at the time of disclosure; or (iii) rightfully obtained by Customer on a non-confidential basis from a third party.

(b) Customer agrees to use the Confidential Information only to make use of the Services and Deliverables.

(c) Service Provider shall be entitled to seek injunctive relief for any violation of this Section.

12. Representation and Warranty.

(a) For a period of ninety (90) days from the date of invoice, unless otherwise expressly set forth in the quotation or sales form or order acknowledgment, Service Provider represents and warrants to Customer that it shall perform the Services

using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement (“Warranty”).

(b) The Service Provider shall not be liable for a breach of the Warranty set forth in Section 12(a) unless Customer gives written notice of the defective Services, reasonably described, to Service Provider within thirty (30) days of the time when Customer discovers or reasonably should have discovered that the Services were defective.

(c) Subject to Section 12(b), Service Provider shall, in its sole discretion, either: (i) repair or re-perform such Services; or (ii) credit or refund the price of such Services at the pro rata contract rate.

(d) **THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. EXCEPT AS OTHERWISE PROVIDED BY LAW, BUYER'S EXCLUSIVE REMEDY AND SERVICE PROVIDER'S AGGREGATE LIABILITY FOR BREACH OF THE FOREGOING WARRANTY**

IS LIMITED TO REMEDIES SET FORTH IN SECTION 12(c).

13. Limitation of Liability.

EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THE APPLICABLE STATEMENT OF WORK GIVING RISE TO THE CLAIM. SERVICE PROVIDER SHALL HAVE NO LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF USE, LOSS OF OPPORTUNITY, LOSS OF DATA OR DIMINUTION IN VALUE, LOSS OF REPUTATION, OR FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOT WITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. THE FOREGOING LIMITATIONS OF LIABILITY SHALL BE EFFECTIVE WITHOUT REGARD TO SERVICE PROVIDER'S ACTS OR OMISSIONS OR

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NEGLIGENCE OR STRICT LIABILITY IN PERFORMANCE OR NON-PERFORMANCE HEREUNDER.

14. Termination. In addition to any remedies that may be provided under this Agreement, Service Provider may terminate this Agreement with immediate effect upon written notice to Customer, if Customer:

- (a) fails to pay any amount when due under this Agreement and such failure continues for thirty (30) days after Customer's receipt of written notice of nonpayment;
- (b) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or
- (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

15. Insurance. During the term of this Agreement, Customer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a coverage amount no less than \$10,000,000.00 (Ten Million US Dollars), and Builders Risk when applicable, with financially sound and reputable insurers. Upon Service Provider's request, Customer shall provide Service Provider with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name Service Provider as an additional insured, which shall remain in effect through completion of the Services and applicable warranty period(s). Customer shall also provide a renewal certificate

evidencing these requirements when the Service and/or warranty period extends past the Customer's then current coverage term. Customer shall provide Service Provider with ten (10) days' advance written notice in the event of a cancellation or material change in Customer's insurance policy. Except where prohibited by law, Customer shall require its insurer to waive all rights of subrogation against Service Provider's insurers and Service Provider.

16. Waiver. No waiver by Service Provider of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Service Provider. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

17. Force Majeure. Service Provider may cancel or suspend this Agreement and Service Provider shall have no liability for any failure to deliver or perform, or for any delay in delivering or performing any obligations, due to circumstances beyond Service Provider's reasonable control, including but not limited to acts of God, fire, flood or other natural disasters, war and civil disturbance, riot, acts of governments, terrorism, disease, currency restrictions, labor shortages or disputes, unavailability of materials, fuel, power, energy or transportation facilities, failures of suppliers or subcontractors to effect deliveries, in which case the time for performance shall be extended in an amount equal to the excused period, provided that Service Provider shall

have, as soon as reasonably practicable after it has actual knowledge of the beginning of any excusable delay, notified Customer of such delay, of the reason therefore and of the probable duration and consequence thereof. Service Provider shall use its best efforts to eliminate the cause of the delay, interruption or cessation and to resume performance of its obligations hereunder with the least possible delay.

18. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

19. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other party in any manner whatsoever.

20. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

21. Governing Law. THE TERMS OF THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER SHALL BE

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GOVERNED BY THE LAWS OF THE JURISDICTION WHERE SERVICE PROVIDER'S OFFICE IS LOCATED TO WHICH THIS ORDER HAS BEEN SUBMITTED (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS). THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

22. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth in the Statement of Work or to such other address that may be designated by the receiving Party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

23. Severability. If any term or

provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

24. Survival. Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Compliance with Laws, Confidentiality, Governing Law, Insurance, Submission to Jurisdiction/Arbitration and Survival.

25. Amendment and Modification. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each Party.

26. Exports Regulations. Service Provider agrees to comply with all applicable laws, rules and regulations, including relating to the export or re-export of technical data and services. Service Provider will, at its reasonable expense, provide Customer with information, documentation, and electronic transaction records relating to the

Services performed necessary for Customer to fulfill any customs-related obligations, origin marking or labeling requirements and certification or local content reporting requirements, or to enable Customer to claim preferential duty treatment for products eligible under applicable trade preference regimes.

27. Successors and Assigns. The Order and these Terms are binding upon the Parties and their successors and assigns. If either the Customer or Service Provider is merged with another entity, the legal successor of the merged Party shall automatically become party to this contract and shall have the same rights and obligations as its predecessor under this contract. Service Provider agrees and warrants that it shall provide Customer notice as soon as reasonably practicable upon knowledge of any material change of control in Service Provider's business or if Service Provider ceases or threatens to cease trading, but in no case shall notice be provided more than forty-eight (48) hours after a change in control has occurred.

28. Headings. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of these Standard Terms.