

ORDINANCE 11-2025

**AN ORDINANCE AUTHORIZING THE
REPLACEMENT OF THE CMF UNIT BLOCKS FOR
THE DELTA WATER TREATMENT PLANT AND
DECLARING AN EMERGENCY.**

WHEREAS the Delta Water Treatment Plant is in need of replacing the CMF Unit Blocks,

WHEREAS the budget approved by Council for fiscal year 2025 includes an amount to allow for the replacement of the CMF Unit Blocks; and

WHEREAS, due to market conditions, the availability of supplies has become more limited; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Delta, Fulton County, Ohio, as follows:

Section 1. The Village Administrator is authorized to purchase the CMF Block Units for the total sum not to exceed Fifty One Thousand Six Hundred Seventy Seven and forty cents (\$51,677.40), from Filmtec Corporation along with associated labor cost of Twenty Seven Thousand Nine Hundred Dollars (\$27,900.00) for a total cost of Seventy Nine Thousand, Five Hundred Seventy Seven Dollars and forty cents (\$79,577.40) from Filmtec Corporation.

Section 2. Council hereby finds it is in the best interests of the Village to dispense with competitive bidding and therefore approves this purchase without competitive bidding.

Section 3. All formal actions of the Council relating to the adoption of this ordinance, and all deliberations of Council and any of its committees leading to such action, were in meeting open to the public as required by law.

Section 4. This ordinance is deemed an emergency measure, is necessary for the immediate preservation of the public health, safety and welfare, and for the further reason that it is immediately necessary to provide the Delta Water Treatment Plant with proper and approved equipment.

This ordinance shall take effect on the earliest possible date allowed by law.

Passed this ____ day of ____, 2025.

Mayor

Attest: _____
Clerk of Council

Page 1 of 3

FILMTEC CORPORATION 5400 DEWEY HILL RD EDINA MN 55439-2085 UNITED STATES		Document Date 02/26/2025		Order Number 41172907	
FilmTec Corporation		Customer P.O. number Qte 02-26-25-2 02/26/2025			
Ship-to / Consignee 11004743 VILLAGE OF DELTA WATER DEPARTMENT TAX I: 346400381 7697 County Rd H DELTA OH 43515-1303		Sold-to 11005279 <div style="text-align: center;"> VILLAGE OF DELTA c/o MEMORIAL HALL 401 MAIN ST DELTA OH 43515 </div> <div style="position: absolute; top: 20px; right: 20px; transform: rotate(-15deg); font-size: 1.2em;"> 501-534-2249 </div>			
Forwarding Agent/Notify Party/End User					
Transport Mode Road	Shipping Point MARLBOROUGH VIRT 0014 WS				
Carrier / Drayage CUSTOMER PICKUP		Country Shipped From United States		Country of Destination United States	
Unloading Point		Remit to WIRE/ACH: Acct: 550391210 ABA ACH/Domestic Wire Only: 021000021 Swift Code International Wires: CHASUS33 JPMorgan Chase New York, NY 10017 . CHECK PAYMENTS: P.O. BOX 734900 Chicago, IL 60673-4900			
Terms of Delivery and Payment FOB Free on board NET 30 DAYS FROM INVOICE DATE		Please reference on payments.			
Item #	Goods Description Shipping Marks	Quantity	Unit Price*	Amount*	
10	Valid to: 03/30/2025 This quotation is valid through the above expiration date. 12040052 TEMPL_SERVICE DEMAND CHARGE Customer Material #: BLOCK REPLACEMENT SRVC <div style="text-align: right;"> <u>ESTIMATED DELIVERY DATE</u> 02/26/2025 </div> <div style="text-align: right;"> <u>Quantity</u> 1 EA </div> <div style="margin-top: 10px;"> Gross Weight: 0.000 KG / 0.000 LB Net Weight: 0.000 KG / 0.000 LB No. of Pkgs: 1 NOT REGULATED (NOT DANGEROUS FOR TRANSPORT) </div>	1 EA	27,900.00 USD / EA	27,900.00 USD	

Page 2 of 3

CONTACT: John Shibilski JOHN.SHIBILSKI@DUPONT.COM
Ph: Fax:

FILMTEC CORPORATION 5400 DEWEY HILL RD EDINA MN 55439-2085 UNITED STATES FilmTec Corporation	Document Date 02/26/2025	Order Number 41172907
	Customer P.O. number Qte 02-26-25-2	02/26/2025

STANDARD CONDITIONS OF SALE

1. Seller warrants only that (a) any products or services provided hereunder meet Seller's standard specifications for the same or such other specifications as may have been expressly agreed to herein; (b) the sale of any products or services provided hereunder will not infringe the claims of any validly issued United States patent covering such product or service itself, but does not warrant against infringement by reason of (i) the use of any information provided; (ii) the use of any product or service in combination with other products, services, or information or in the operation of any process; or (iii) the compliance by Seller with any specifications provided to Seller by Buyer; and (c) all products provided hereunder were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. WITH RESPECT TO ANY PRODUCTS, SERVICES, OR INFORMATION PROVIDED TO BUYER, SELLER MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER EXPRESS OR IMPLIED WARRANTY. Buyer assumes all risk and liability resulting from use of the products, services, or information delivered hereunder, whether used singly or in combination with other products, services, or information.
2. IN NO EVENT WILL SELLER'S AGGREGATE LIABILITY TO BUYER FOR ALL DAMAGES ARISING FROM ANY AND ALL CLAIMS RELATED TO THE BREACH OF THIS AGREEMENT, NONDELIVERY, OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION COVERED BY THIS AGREEMENT, REGARDLESS OF WHETHER THE FORM OF ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, OR OTHERWISE, EXCEED THE TOTAL PRICE PAID BY BUYER TO SELLER FOR THE PRODUCTS, SERVICES, OR INFORMATION IN RESPECT OF WHICH DAMAGES ARE CLAIMED. NO CLAIM SHALL BE ALLOWED FOR PRODUCT THAT HAS BEEN PROCESSED IN ANY MANNER FAILURE TO GIVE NOTICE OF A CLAIM WITHIN NINETY (90) DAYS FROM DATE OF DELIVERY, OR THE DATE FIXED FOR DELIVERY (IN CASE OF NONDELIVERY) SHALL CONSTITUTE A WAIVER BY BUYER OF ALL CLAIMS IN RESPECT OF SUCH PRODUCTS, SERVICES, OR INFORMATION. PRODUCTS SHALL NOT BE RETURNED TO SELLER WITHOUT SELLER'S PRIOR WRITTEN PERMISSION. NO CHARGE OR EXPENSE INCIDENT TO ANY CLAIMS WILL BE ALLOWED UNLESS APPROVED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. IN ADDITION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO WAIVES ANY CLAIM TO INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLIED DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION, TO THE EXTENT PERMITTED BY APPLICABLE LAW. THE PARTIES WAIVE AND AGREE NOT TO ASSERT NON-CONTRACTUAL CLAIMS ARISING UNDER STATE LAW RELATING TO THIS AGREEMENT OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION COVERED BY THIS AGREEMENT, AND THIS AGREEMENT SHALL BE DEEMED TO INCLUDE SUCH LANGUAGE AS MAY BE REQUIRED TO EFFECT SUCH WAIVER. WAIVER BY EITHER PARTY OF ANY DEFAULT BY THE OTHER HEREUNDER SHALL NOT BE DEEMED A WAIVER BY SUCH PARTY OF ANY DEFAULT BY THE OTHER WHICH MAY THEREAFTER OCCUR.
3. No liability shall result from delay in performance or nonperformance, directly or indirectly caused by circumstances beyond the control of the party affected, including, but not limited to, act of God, fire, explosion, flood, war, act of or authorized by any Government, accident, labor trouble or shortage, pandemic, inability to obtain material, equipment or transportation, failure to obtain or hardship in obtaining reasonably priced supplies of materials, or failure of usual transportation mode. Quantities so affected may be eliminated from the agreement without liability, but the agreement shall remain otherwise unaffected. Seller shall have no obligation to purchase supplies of the product specified herein to enable it to perform this Agreement.
4. If for any reason including but not limited to Force Majeure Seller is unable to supply the total demand for products specified herein, Seller may distribute its available supply among any or all purchasers, as well as departments and divisions of Seller, on such basis as it may deem fair and practical, without liability for any failure of performance which may result therefrom.
5. Seller may furnish such technical assistance and information as it has available with respect to the use of the products or services covered by this agreement. Unless otherwise agreed in writing, all such information will be provided gratis. Buyer agrees to evaluate such information, to make an independent decision regarding the suitability of such information, products and services for Buyer's application, and only use such products, services and information pursuant to then current good product stewardship principles and all regulatory requirements applicable to Buyer's business.
6. Buyer acknowledges that it has received and is familiar with Seller's labeling and literature concerning the products and its properties. Buyer will forward such information to its employees, contractors and customers who may distribute, handle, process, sell or use such products, and advise such parties to familiarize themselves with such information. Buyer agrees that products sold hereunder will not knowingly be resold or given in sample form to persons using or proposing to use the products for purposes contrary to recommendations given by Seller or prohibited by law, but will be sold or given as samples only to persons who can handle, use and dispose of the products safely. Unless agreed to by Seller in a written agreement covering such use, in no event shall Buyer use products or resell products for use in the manufacture of any implanted medical device. Buyer agrees that export of any product, service or information provided hereunder shall be in accordance with applicable Export Administration Regulations.
7. Except as may be contained in a separate trademark license, the sale of product (even if accompanied by documents using a trademark or trade name of Seller) does not convey a license, express or implied, to use any trademark or trade name of Seller, and Buyer shall not use any trademark or trade name of Seller in the conduct of its business without Seller's prior written consent.
8. The Buyer shall reimburse the Seller for all taxes, (excluding income taxes) excises or other charges which the Seller may be required to pay to any Government (National, State or Local) upon the sale, production or transportation of the products, services, or information sold hereunder.
9. In the event Buyer fails to fulfill Seller's terms of payment, or in case Seller shall have any doubt at any time as to Buyer's financial responsibility, Seller may decline to make further deliveries except upon receipt of cash or satisfactory security.
10. This agreement is not assignable or transferable by Buyer, in whole or in part, except with the prior written consent of Seller. Seller reserves the right to sell, assign, or otherwise transfer its right to receive payment under this agreement.
11. Dispute Resolution and Arbitration - Buyer and Seller agree to arbitrate all disputes, claims or controversies whether based on contract, tort, statute, or any other legal or equitable theory, arising out of or relating to (a) this Agreement or the relationship which results from this Agreement, (b) the breach, termination or validity of this Agreement, (c) the purchase or supply of any product, service, or information provided by Seller, (d) events leading up to the formation of Buyer's and Seller's relationship, and (e) any issue related to the creation of this Agreement or its scope, including the scope and validity of this paragraph. The parties shall before and as a condition to proceeding to arbitration attempt in good faith to resolve any such claim or controversy by mediation under the International Institute for Conflict Prevention & Resolution ("CPR") Mediation Procedure then currently in effect. Unless the parties agree otherwise, the mediator will be selected from the CPR Panels of Distinguished Neutrals. Any such claim or controversy which remains unresolved 60 days after the appointment of a mediator or 60 days after good faith efforts by either party to proceed to mediation shall be finally resolved by binding arbitration in accordance with the CPR Rules for Non-Administered Arbitration then currently in effect by three independent and impartial arbitrators, none of whom shall be appointed by either party. This Agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, to the exclusion of any state laws inconsistent therewith. Such arbitration shall be conducted in a city to be chosen by the arbitrators which is not the principal place of business of either party, and the arbitrators and the parties shall conduct such arbitration in accordance with such procedures as may be necessary to permit use of the then current CPR Arbitration Appeal Procedure. Any judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. In the event that either party wishes to appeal an award, the parties shall follow the then current CPR Arbitration Appeal Procedure. Buyer and Seller agree not to file or join any class action or class arbitration, seek or consent to class relief, or seek or consent to the consolidation or joinder of its claims with those of any third party. If any clause within this Arbitration Provision (other than the agreement regarding the conduct of the arbitration in the preceding sentence) is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision, and the remainder of the Arbitration Provision will be given full force and effect. If such agreement regarding the conduct of the arbitration is found to be illegal or unenforceable and if the arbitrators permit a class arbitration or consolidated or joined matter to proceed, this entire Arbitration Provision will be unenforceable, and the dispute may be decided by a court. The obligations set forth in this paragraph shall survive the termination or expiration of this Agreement.
12. In addition to these Standard Conditions of Sale, any Special Conditions of Sale set forth on this invoice or in the current price list for the products or services sold hereunder shall apply and are incorporated by reference. Unless otherwise specified therein, title, liability for and risk of loss to Product sold hereunder passes to Buyer upon loading for shipment at Seller's producing location.
13. This Agreement shall be construed and governed by Delaware law, without regard to any applicable conflicts of law provisions, and the terms of the UCC, rather than the United Nations Convention on Contracts for the International Sale of Goods, shall apply.
14. Except as expressly provided in any other term or condition of this Agreement, any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
15. As part of the sale of goods hereunder, Seller may collect, use and disclose Personal Information about Buyer including company name, address, banking and credit information as well as name, phone number, email address and other contact details of natural persons within Buyer's organization and Buyer's contractors. Seller may share Personal Information with its affiliates and selected third parties around the world in order to complete the sale of goods, as described in Seller's privacy statement, <https://www.dupont.com/privacy.html>
16. This Agreement supersedes all prior agreements, representations and understandings between the parties (whether written or oral) with respect to its subject matter and constitutes (along with the exhibits and schedules attached hereto) a complete and exclusive statement of the terms of the agreement between the parties with respect to the provision of products or services hereunder. Not by way of limitation of the unqualified nature of the foregoing, Buyer acknowledges, agrees and represents that it is not relying upon, and it has not been induced by, any representation, warranty, statement made by, or other information provided by Seller in connection with its decision to purchase or use any product, service, information or technology, other than the representations and warranties Seller as and only to the extent expressly provided in this Agreement. No modification of this Agreement shall be binding upon Seller unless separately contracted in writing and executed by a duly authorized representative of Seller. No modification shall be effected by the acknowledgment or acceptance of purchase order forms stipulating different conditions. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this invoice by Buyer, Buyer shall be deemed to have accepted the terms and conditions hereof and, in the absence of such notification, Buyer's acceptance or use of the products, services, information or technology shall be equivalent to Buyer's assent to the terms and conditions hereof.

Ver. 3/5/07

FILMTEC CORPORATION 5400 DEWEY HILL RD EDINA MN 55439-2085 UNITED STATES		FilmTec Corporation		Document Date 01/28/2025	Order Number 41166019
				Customer P.O. number QTE 01-28-05-1	01/28/2025
Ship-to / Consignee 11004743 VILLAGE OF DELTA WATER DEPARTMENT TAX I: 346400381 7697 County Rd H DELTA OH 43515-1303		Sold-to 11005279 VILLAGE OF DELTA c/o MEMORIAL HALL 401 MAIN ST DELTA OH 43515			
Forwarding Agent/Notify Party/End User					
Transport Mode Road	Shipping Point				
Carrier / Drayage		Country Shipped From United States	Country of Destination United States		
Unloading Point		Remit to WIRE/ACH: Acct: 550391210 ABA ACH/Domestic Wire Only: 021000021 Swift Code International Wires: CHASUS33 JPMorgan Chase New York, NY 10017 CHECK PAYMENTS: P.O. BOX 734900 Chicago, IL 60673-4900			
Terms of Delivery and Payment PPD Free on board NET 30 DAYS FROM INVOICE DATE		Please reference on payments.			
Item #	Goods Description Shipping Marks	Quantity	Unit Price*	Amount*	
10	Valid to: 03/30/2025 This quotation is valid through the above expiration date. 12038655 ARRAY, RAFT TOP 6MOD WIDE CP C/W MANIF; <div style="display: flex; justify-content: space-between;"> <div> ESTIMATED DELIVERY DATE 06/13/2023 </div> <div> Quantity 7 EA </div> </div> <div style="display: flex; justify-content: space-between;"> <div> Gross Weight: 7.000 KG / 15.432 LB Net Weight: 7.000 KG / 15.432 LB No. of Pkgs: 7 Shipping Point: MARLBOROUGH VIRT 0014 WS NOT REGULATED (NOT DANGEROUS FOR TRANSPORT) </div> <div> 1,490.00 USD / EA </div> <div> 10,430.00 USD </div> </div>	7 EA	1,490.00 USD / EA	10,430.00 USD	

FILMTEC CORPORATION 5400 DEWEY HILL RD EDINA MN 55439-2085 UNITED STATES		FilmTec Corporation	Document Date 01/28/2025	Order Number 41166019
			Customer P.O. number QTE 01-28-05-1	01/28/2025
Item #	Goods Description Shipping Marks	Quantity	Unit Price*	Amount*
50	12035672 TIEROD, 316SS M12x1645MM 80MM THD EA EN; <div> <u>ESTIMATED DELIVERY DATE</u> 06/13/2023 <u>Quantity</u> 16 EA </div> <div> Gross Weight: 16.000 KG / 35.274 LB Net Weight: 16.000 KG / 35.274 LB No. of Pkgs: 16 Shipping Point: MARLBOROUGH VIRT 0014 WS NOT REGULATED (NOT DANGEROUS FOR TRANSPORT) </div>	16 EA	40.00 USD / EA	640.00 USD
60	12032319 WASHER, FLAT M12 24ODx12.4IDx1.5mm 316SS <div> <u>ESTIMATED DELIVERY DATE</u> 06/13/2023 <u>Quantity</u> 32 EA </div> <div> Gross Weight: 0.192 KG / 0.423 LB Net Weight: 0.160 KG / 0.353 LB No. of Pkgs: 32 Shipping Point: MARLBOROUGH VIRT 0014 WS NOT REGULATED (NOT DANGEROUS FOR TRANSPORT) </div>	32 EA	0.05 USD / EA	1.60 USD
70	12037204 WASHER, SPRING M12 316SS DIN127B <div> <u>ESTIMATED DELIVERY DATE</u> 06/13/2023 <u>Quantity</u> 32 EA </div> <div> Gross Weight: 0.160 KG / 0.353 LB Net Weight: 0.128 KG / 0.282 LB No. of Pkgs: 32 Shipping Point: MARLBOROUGH VIRT 0014 WS NOT REGULATED (NOT DANGEROUS FOR TRANSPORT) </div>	32 EA	0.03 USD / EA	0.96 USD

FILMTEC CORPORATION 5400 DEWEY HILL RD EDINA MN 55439-2085 UNITED STATES		FilmTec Corporation	Document Date 01/28/2025	Order Number 41166019
			Customer P.O. number QTE 01-28-05-1	01/28/2025
Item #	Goods Description Shipping Marks	Quantity	Unit Price*	Amount*
80	12032245 NUT, HEX M12 x 1.75MM 316SS 6H 800MPA <div> <u>ESTIMATED DELIVERY DATE</u> 06/13/2023 <u>Quantity</u> 32 EA </div> <div> Gross Weight: 3.040 KG / 6.702 LB Net Weight: 0.640 KG / 1.411 LB No. of Pkgs: 32 Shipping Point: MARLBOROUGH VIRT 0014 WS NOT REGULATED (NOT DANGEROUS FOR TRANSPORT) </div>	32 EA	0.12 USD / EA	3.84 USD
90	12037245 PLATE, MOD HANGING 304SS M10; <div> <u>ESTIMATED DELIVERY DATE</u> 06/13/2023 <u>Quantity</u> 8 EA </div> <div> Gross Weight: 6.240 KG / 13.757 LB Net Weight: 6.240 KG / 13.757 LB No. of Pkgs: 8 Shipping Point: MARLBOROUGH VIRT 0014 WS NOT REGULATED (NOT DANGEROUS FOR TRANSPORT) </div>	8 EA	4.30 USD / EA	34.40 USD
100	12038048 KIT, HANGER FASTNER NOVASTEEN; <div> <u>ESTIMATED DELIVERY DATE</u> 06/13/2023 <u>Quantity</u> 8 EA </div> <div> Gross Weight: 8.000 KG / 17.637 LB Net Weight: 8.000 KG / 17.637 LB No. of Pkgs: 8 Shipping Point: MARLBOROUGH VIRT 0014 WS NOT REGULATED (NOT DANGEROUS FOR TRANSPORT) </div>	8 EA	6.45 USD / EA	51.60 USD

FILMTEC CORPORATION 5400 DEWEY HILL RD EDINA MN 55439-2085 UNITED STATES		FilmTec Corporation	Document Date 01/28/2025	Order Number 41166019
			Customer P.O. number QTE 01-28-05-1	01/28/2025
Item #	Goods Description Shipping Marks	Quantity	Unit Price*	Amount*
110	12038705 ASSEMBLY, CTR TUBE CP M10/L10 NYLON TRAP <div>ESTIMATED DELIVERY DATE 09/10/2024</div> <div>Quantity 48 EA</div> <div>Gross Weight: 316.848 KG / 698.531 LB Net Weight: 301.776 KG / 665.303 LB No. of Pkgs: 48 Shipping Point: SARDO & SONS WHSE 0014 WS NOT REGULATED (NOT DANGEROUS FOR TRANSPORT)</div>	48 EA	320.00 USD / EA	15,360.00 USD
120	12038725 PLATE, ADPTR FML 150NS CLEAR ACRYLIC; <div>ESTIMATED DELIVERY DATE 09/10/2024</div> <div>Quantity 3 EA</div> <div>Gross Weight: 2.250 KG / 4.960 LB Net Weight: 2.250 KG / 4.960 LB No. of Pkgs: 3 Shipping Point: SARDO & SONS WHSE 0014 WS NOT REGULATED (NOT DANGEROUS FOR TRANSPORT)</div>	3 EA	470.00 USD / EA	1,410.00 USD
130	12032404 PLATE, ADPTR M 150NS CLEAR ACRYLIC; <div>ESTIMATED DELIVERY DATE 09/10/2024</div> <div>Quantity 2 EA</div> <div>Gross Weight: 1.520 KG / 3.351 LB Net Weight: 1.520 KG / 3.351 LB No. of Pkgs: 2 Shipping Point: SARDO & SONS WHSE 0014 WS NOT REGULATED (NOT DANGEROUS FOR TRANSPORT)</div>	2 EA	500.00 USD / EA	1,000.00 USD

FILMTEC CORPORATION 5400 DEWEY HILL RD EDINA MN 55439-2085 UNITED STATES		FilmTec Corporation	Document Date 01/28/2025	Order Number 41166019
			Customer P.O. number QTE 01-28-05-1	01/28/2025
Item #	Goods Description Shipping Marks	Quantity	Unit Price*	Amount*
140	12035790 PLATE, ADPTR FML/M CLEAR ACRYLIC; <div style="text-align: right;"> <u>ESTIMATED DELIVERY DATE</u> <u>09/10/2024</u> </div> <div style="text-align: right;"> <u>Quantity</u> 1 EA </div> <div> Gross Weight: 0.750 KG / 1.653 LB Net Weight: 0.750 KG / 1.653 LB No. of Pkgs: 1 Shipping Point: SARDO & SONS WHSE 0014 WS NOT REGULATED (NOT DANGEROUS FOR TRANSPORT) </div>	1 EA	470.00 USD / EA	470.00 USD
150	12035870 PLATE, ADPTR FEM 100NS ANSI/BS4504 316SSL; <div style="text-align: right;"> <u>ESTIMATED DELIVERY DATE</u> <u>09/10/2024</u> </div> <div style="text-align: right;"> <u>Quantity</u> 1 EA </div> <div> Gross Weight: 5.500 KG / 12.125 LB Net Weight: 5.500 KG / 12.125 LB No. of Pkgs: 1 Shipping Point: SARDO & SONS WHSE 0014 WS NOT REGULATED (NOT DANGEROUS FOR TRANSPORT) </div>	1 EA	1,040.00 USD / EA	1,040.00 USD
160	12037179 PLATE, BLANK M 180MMx180MM 316SS; <div style="text-align: right;"> <u>ESTIMATED DELIVERY DATE</u> <u>09/10/2024</u> </div> <div style="text-align: right;"> <u>Quantity</u> 2 EA </div> <div> Gross Weight: 7.000 KG / 15.432 LB Net Weight: 7.000 KG / 15.432 LB No. of Pkgs: 2 Shipping Point: SARDO & SONS WHSE 0014 WS NOT REGULATED (NOT DANGEROUS FOR TRANSPORT) </div>	2 EA	370.00 USD / EA	740.00 USD
	Freight Surcharge <div style="text-align: right;"> <u>ESTIMATED DELIVERY DATE</u> <u>09/10/2024</u> </div> <div style="text-align: right;"> <u>Quantity</u> 2 EA </div>			7,500.00

FILMTEC CORPORATION 5400 DEWEY HILL RD EDINA MN 55439-2085 UNITED STATES FilmTec Corporation		Document Date 01/28/2025	Order Number 41166019
		Customer P.O. number QTE 01-28-05-1	01/28/2025

Item #	Goods Description Shipping Marks	Quantity	Unit Price*	Amount*
	Subtotal			51,677.40
	0.00 % Sales Tax (State)			0.00
	346400381 LOCAL GOVT			
	0.00 % Sales Tax (Local)			0.00
	346400381 LOCAL GOVT			
	Total			51,677.40 USD
	Total Gross Weight: 383.500 KG / 845.473 LB Net Weight: 365.964 KG / 806.813 LB Total number of Pieces: 201			
	INFORMATION: Replace Top and Bottom Blocks CUSTOMER CONTACT: Jammie Flores jflores@villageofdelta.org 419-822-4143 plant			
	<p>*THE PRICE SHOWN MAY NOT INCLUDE ALL REQUIRED CHARGES. THE INVOICE PRICE WILL GOVERN ALL SALES MADE. The price effective at the time of shipment/delivery will be applicable to your order, regardless of the price shown on this document.</p> <p>Regardless of the title of, or any delivery date or other statements or descriptions THIS CONFIRMATION/ORDER ACKNOWLEDGEMENT CONSTITUTES RECEIPT OF YOUR ORDER ONLY AND DOES NOT CONSTITUTE ACCEPTANCE. UPON ACCEPTANCE AND DELIVERY OF PRODUCTS BY SELLER, THE SALE WILL BE SUBJECT TO THE ATTACHED CONDITIONS OF SALE OR THE PROVISIONS OF ANY SIGNED WRITTEN CONTRACT BETWEEN US THAT COVERS THIS SHIPMENT. THIS CONFIRMATION LIMITS ANY ACCEPTANCE BY BUYER OF THIS CONFIRMATION TO THE TERMS OF THE CONFIRMATION AND CONDITIONS SELLER'S ACCEPTANCE OF TERMS PROVIDED BY BUYER TO BUYER'S ACCEPTANCE OF ALL TERMS PROVIDED BY THIS CONFIRMATION, WHETHER SUCH TERMS ARE ADDITIONAL TO OR DIFFERENT FROM BUYER'S TERMS OR OTHERWISE. SUBJECT TO ANY SIGNED WRITTEN CONTRACT BETWEEN THE PARTIES COVERING THE SHIPMENT, THIS CONFIRMATION PREVAILS OVER ANY TERMS CONTAINED IN ANY OTHER BUYER DOCUMENTS, TO WHICH SELLER HEREBY OBJECTS, AND THE PARTIES EXPRESSLY EXCLUDE FROM THEIR AGREEMENT ANY TERMS IN ANY DOCUMENT PROVIDED BY BUYER.</p>			

CONTACT: John Shibilski Ph.: John.Shibilski@DUPONT.COM Fax:

FILMTEC CORPORATION 5400 DEWEY HILL RD EDINA MN 55439-2085 UNITED STATES FilmTec Corporation	Document Date 01/28/2025	Order Number 41166019
	Customer P.O. number QTE 01-28-05-1	01/28/2025

STANDARD CONDITIONS OF SALE

- Seller warrants only that (a) any products or services provided hereunder meet Seller's standard specifications for the same or such other specifications as may have been expressly agreed to herein; (b) the sale of any products or services provided hereunder will not infringe the claims of any validly issued United States patent covering such product or service itself, but does not warrant against infringement by reason of (i) the use of any information provided, (ii) the use of any product or service in combination with other products, services, or information or in the operation of any process, or (iii) the compliance by Seller with any specifications provided to Seller by Buyer; and (c) all products provided hereunder were produced in compliance with the requirements of the Fair Labor standards Act of 1938, as amended. WITH RESPECT TO ANY PRODUCTS, SERVICES, OR INFORMATION PROVIDED TO BUYER, SELLER MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER EXPRESS OR IMPLIED WARRANTY. Buyer assumes all risk and liability resulting from use of the products, services, or information delivered hereunder, whether used singly or in combination with other products, services, or information.
- IN NO EVENT WILL SELLER'S AGGREGATE LIABILITY TO BUYER FOR ALL DAMAGES ARISING FROM ANY AND ALL CLAIMS RELATED TO THE BREACH OF THIS AGREEMENT, NONDELIVERY, OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION COVERED BY THIS AGREEMENT, REGARDLESS OF WHETHER THE FORM OF ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, OR OTHERWISE, EXCEED THE TOTAL PRICE PAID BY BUYER TO SELLER FOR THE PRODUCTS, SERVICES, OR INFORMATION IN RESPECT OF WHICH DAMAGES ARE CLAIMED. NO CLAIM SHALL BE ALLOWED FOR PRODUCT THAT HAS BEEN PROCESSED IN ANY MANNER. FAILURE TO GIVE NOTICE OF A CLAIM WITHIN NINETY (90) DAYS FROM DATE OF DELIVERY, OR THE DATE FIXED FOR DELIVERY (IN CASE OF NONDELIVERY) SHALL CONSTITUTE A WAIVER BY BUYER OF ALL CLAIMS IN RESPECT OF SUCH PRODUCTS, SERVICES, OR INFORMATION. PRODUCTS SHALL NOT BE RETURNED TO SELLER WITHOUT SELLER'S PRIOR WRITTEN PERMISSION. NO CHARGE OR EXPENSE INCIDENT TO ANY CLAIMS WILL BE ALLOWED UNLESS APPROVED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. IN ADDITION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO WAIVES ANY CLAIM TO INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLIED DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES WAIVE AND AGREE NOT TO ASSERT NON-CONTRACTUAL CLAIMS ARISING UNDER STATE LAW RELATING TO THIS AGREEMENT OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION COVERED BY THIS AGREEMENT, AND THIS AGREEMENT SHALL BE DEEMED TO INCLUDE SUCH LANGUAGE AS MAY BE REQUIRED TO EFFECT SUCH WAIVER. WAIVER BY EITHER PARTY OF ANY DEFAULT BY THE OTHER HEREUNDER SHALL NOT BE DEEMED A WAIVER BY SUCH PARTY OF ANY DEFAULT BY THE OTHER WHICH MAY THEREAFTER OCCUR.
- No liability shall result from delay in performance or nonperformance, directly or indirectly caused by circumstances beyond the control of the party affected, including, but not limited to, act of God, fire, explosion, flood, war, act of or authorized by any Government, accident, labor trouble or shortage, pandemic, inability to obtain material, equipment or transportation, failure to obtain or hardship in obtaining reasonably priced supplies of materials, or failure of usual transportation mode. Quantities so affected may be eliminated from the agreement without liability, but the agreement shall remain otherwise unaffected. Seller shall have no obligation to purchase supplies of the product specified herein to enable it to perform this Agreement.
- If for any reason including but not limited to Force Majeure Seller is unable to supply the total demand for products specified herein, Seller may distribute its available supply among any or all purchasers, as well as departments and divisions of Seller, on such basis as it may deem fair and practical, without liability for any failure of performance which may result therefrom.
- Seller may furnish such technical assistance and information as it has available with respect to the use of the products or services covered by this agreement. Unless otherwise agreed in writing, all such information will be provided gratis. Buyer agrees to evaluate such information, to make an independent decision regarding the suitability of such information, products and services for Buyer's application, and only use such products, services and information pursuant to then current good product stewardship principles and all regulatory requirements applicable to Buyer's business.
- Buyer acknowledges that it has received and is familiar with Seller's labeling and literature concerning the products and its properties. Buyer will forward such information to its employees, contractors and customers who may distribute, handle, process, sell or use such products, and advise such parties to familiarize themselves with such information. Buyer agrees that products sold hereunder will not knowingly be resold or given in sample form to persons using or proposing to use the products for purposes contrary to recommendations given by Seller or prohibited by law, but will be sold or given as samples only to persons who can handle, use and dispose of the products safely. Unless agreed to by Seller in a written agreement covering such use, in no event shall Buyer use products or resell products for use in the manufacture of any implanted medical device. Buyer agrees that export of any product, service or information provided hereunder shall be in accordance with applicable Export Administration Regulations.
- Except as may be contained in a separate trademark license, the sale of product (even if accompanied by documents using a trademark or trade name of Seller) does not convey a license, express or implied, to use any trademark or trade name of Seller, and Buyer shall not use any trademark or trade name of Seller in the conduct of its business without Seller's prior written consent.
- The Buyer shall reimburse the Seller for all taxes, (excluding income taxes) excises or other charges which the Seller may be required to pay to any Government (National, State or Local) upon the sale, production or transportation of the products, services, or information sold hereunder.
- In the event Buyer fails to fulfill Seller's terms of payment, or in case Seller shall have any doubt any time as to Buyer's financial responsibility, Seller may decline to make further deliveries except upon receipt of cash or satisfactory security.
- This agreement is not assignable or transferable by Buyer, in whole or in part, except with the prior written consent of Seller. Seller reserves the right to sell, assign, or otherwise transfer its right to receive payment under this agreement.
- Dispute Resolution and Arbitration - Buyer and Seller agree to arbitrate all disputes, claims or controversies whether based on contract, tort, statute, or any other legal or equitable theory, arising out of or relating to (a) this Agreement or the relationship which results from this Agreement, (b) the breach, termination or validity of this Agreement, (c) the purchase or supply of any product, service, or information provided by Seller, (d) events leading up to the formation of Buyer's and Seller's relationship, and (e) any issue related to the creation of this Agreement or its scope, including the scope and validity of this paragraph. The parties shall before and as a condition to proceeding to arbitration attempt in good faith to resolve any such claim or controversy by mediation under the International Institute for Conflict Prevention & Resolution ("CPR") Mediation Procedure then currently in effect. Unless the parties agree otherwise, the mediator will be selected from the CPR Panels of Distinguished Neutrals. Any such claim or controversy which remains unresolved 60 days after the appointment of a mediator or 60 days after good faith efforts by either party to proceed to mediation shall be finally resolved by binding arbitration in accordance with the CPR Rules for Non-Administered Arbitration then currently in effect by three independent and impartial arbitrators, none of whom shall be appointed by either party. This Agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, to the exclusion of any state laws inconsistent therewith. Such arbitration shall be conducted in a city to be chosen by the arbitrators which is not the principal place of business of either party, and the arbitrators and the parties shall conduct such arbitration in accordance with such procedures as may be necessary to permit use of the then current CPR Arbitration Appeal Procedure. Any judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. In the event that either party wishes to appeal an award, the parties shall follow the then current CPR Arbitration Appeal Procedure. Buyer and Seller agree not to file or join any class action or class arbitration, seek or consent to class relief, or seek or consent to the consolidation or joinder of its claims with those of any third party. If any clause within this Arbitration Provision (other than the agreement regarding the conduct of the arbitration in the preceding sentence) is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision, and the remainder of the Arbitration Provision will be given full force and effect. If such agreement regarding the conduct of the arbitration is found to be illegal or unenforceable and if the arbitrators permit a class arbitration or consolidated or joined matter to proceed, this entire Arbitration Provision will be unenforceable, and the dispute may be decided by a court. The obligations set forth in this paragraph shall survive the termination or expiration of this Agreement.
- In addition to these Standard Conditions of Sale, any Special Conditions of Sale set forth on this invoice or in the current price list for the products or services sold hereunder shall apply and are incorporated by reference. Unless otherwise specified therein, title, liability for and risk of loss to Product sold hereunder passes to Buyer upon loading for shipment at Seller's producing location.
- This Agreement shall be construed and governed by Delaware law, without regard to any applicable conflicts of law provisions, and the terms of the UCC, rather than the United Nations Convention on Contracts for the International Sale of Goods, shall apply.
- Except as expressly provided in any other term or condition of this Agreement, any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
- As part of the sale of goods hereunder, Seller may collect, use and disclose Personal Information about Buyer including company name, address, banking and credit information as well as name, phone number, email address and other contact details of natural persons within Buyer's organization and Buyer's contractors. Seller may share Personal Information with its affiliates and selected third parties around the world in order to complete the sale of goods, as described in Seller's privacy statement. <https://www.dupont.com/privacy.html>
- This Agreement supersedes all prior agreements, representations and understandings between the parties (whether written or oral) with respect to its subject matter and constitutes (along with the exhibits and schedules attached hereto) a complete and exclusive statement of the terms of the agreement between the parties with respect to the provision of products or services hereunder. Not by way of limitation of the unqualified nature of the foregoing, Buyer acknowledges, agrees and represents that it is not relying upon, and it has not been induced by, any representation, warranty, statement made by, or other information provided by Seller in connection with its decision to purchase or use any product, service, information or technology, other than the representations and warranties Seller as and only to the extent expressly provided in this Agreement. No modification of this Agreement shall be binding upon Seller unless separately contracted in writing and executed by a duly authorized representative of Seller. No modification shall be effected by the acknowledgment or acceptance of purchase order forms stipulating different conditions. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this invoice by Buyer, Buyer shall be deemed to have accepted the terms and conditions hereof and, in the absence of such notification, Buyer's acceptance or use of the products, services, information or technology shall be equivalent to Buyer's assent to the terms and conditions hereof.

Ver. 3/5/07