

**CONTRACT BETWEEN  
CORE POWER AND ENVIRONMENT  
AND  
COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the 1<sup>st</sup> day of May, 2018 by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **CORE POWER AND ENVIRONMENT** of 625 Clark Avenue, King of Prussia, PA, 19406, hereinafter referred to as "Contractor".

**RECITALS**

**WHEREAS**, there exists a need for maintenance services on the UPS Model 9390-120 located at the back-up 9-1-1 Communications Center in Clarksboro, NJ; and

**WHEREAS**, Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract.

**NOW THEREFORE**, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM.** This Contract shall be effective from May 1, 2018 to April 30, 2019.
2. **COMPENSATION.** Contractor shall be compensated pursuant to the attached schedule, for a total contract amount of \$6,133.00.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

All payments are due net sixty (60) days in full from date of invoice. County shall be invoiced for, and shall pay for, all Services not expressly provided for by the terms hereof, such as, but not limited to, site calls involving no-fault found inspections where no corrective maintenance was required. If any payment is not made when due, Contractor reserves the right to refuse to provide any further Service until such payment has been received. County shall be liable for expenses, including reasonable attorneys' fees, associated with the collection proceedings for non-payment. In the event of early termination: i.) County will be liable for any Service rendered to the reasonable satisfaction of County prior to the effective date of termination; and ii.) Contractor, at its discretion will provide a credit against any advance payments received as follows: a.) a pro-rated amount based on the terminated portion of the fixed-price fee due Contractor; or b.) an amount based on the difference between the amount paid by County prior to the effective date of early termination and the actual cost of Service completed (including emergency repair calls) by Contractor prior to the effective date of early termination.

Each invoice shall contain an itemized, detailed description of all work performed during

the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in Contractor's quote, dated April 4, 2018 which is incorporated and made part of this contract as Attachment A, together with any other specifications issued by the County in connection with this contract.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. The Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service.

The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

7. **BATTERY REPLACEMENT SERVICES AND TERMINATION.** Prices stated herein do not include installation, freight, and handling charges unless these items are specifically listed and priced in the quotation. Prices stated herein are F.O.B. factory (unless otherwise stated) and title and risk of loss to each article sold by Contractor to County shall pass to County upon delivery at the F.O.B. point.

Shipment estimates are after receipt of this Agreement at the factory. If drawings are required for approval before Contractor is authorized to proceed with manufacture, then shipment estimates are after receipt of written approval to proceed. If the County cannot accept delivery of equipment, they will arrange for storage. Contractor shall not be liable or responsible for any damages or loss of delay or default in delivery due to any cause beyond Contractor's reasonable control, nor shall County cancel or have the right to cancel its purchase order because of delays or default in delivery due to such causes.

The County may not cancel or terminate its purchase order without prior written notice to the Contractor and upon payment of cancellation charges which shall take into action, among other things, expenses already incurred and commitments made by the Contractor. Cancellation

charges are as follows: (a) for batteries and Drop Ship Items, cancellation 31 days or more prior to shipment, 50% of the total invoice; between 0-30 days prior to shipment, 100% of the total invoice. Changes made to an order may be subject to increase or decrease in purchase order amount, change order charges, and changes in schedule date. The County is responsible for return freight charges related to cancellation.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by either party, except as otherwise agreed in writing by both parties. Notwithstanding anything in this Contract or otherwise to the contrary, upon written notice to the other party, either party may assign this Contract or any of its rights and interests herein to: (i.) any parent, subsidiary, affiliated or successor corporation; or the purchaser of any of these entities; (ii.) any corporation to which the party has sold all or substantially all of its assets (including the purchaser of any of the party's subsidiaries); or (iii.) any corporation or legal entity with which the party may merger consolidate.

9. **INDEMNIFICATION.** Limitation of Liability, herein, Contractor shall defend, indemnify and hold harmless the County, its officers, employees and agents, from and against any and all claims, liabilities, damages, demands, losses, causes of action and suits, including reasonable attorney's fees incident thereto, to the extent they result directly from or out of (1) any injury to or death of any person or damage to or destruction of any property caused by negligent acts, errors, omissions or willful misconduct of Contractor, its agents or employees, and (2) any violation of federal or state law, regulation, order, rule or of any other governmental authority having jurisdiction by Contractor, its employees or agents.

10. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured to the extent of Contractor's negligence. Neither party shall be liable for any failure to perform, or delay in performing to the extent that such failure or delay results from causes beyond its reasonable control including, without any limitation, any act of God, war, revolution, riot, civil commotion, labor strike or any applicable governmental or judicial law or regulation, order or decree.

12. **PREVENTION OF PERFORMANCE.** In the event that either party is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor or vice versa shall be suspended without liability for the period during which the County/Contractor is so prevented. Neither party shall be liable for any failure to perform, or delay in performing to the extent that such failure or delay results from causes beyond its reasonable control including, without any limitation, any act of God, war, revolution, riot, civil commotion, labor strike or any applicable governmental or judicial law or regulation, order or decree.

13. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such reasonable methods or means that will attempt to avoid any interruption or interference with the operations of County or infringe on the rights of the public.

14. **NON-WAIVER.** The failure by the County to enforce any particular provision of this

Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

24. **LIMITATION OF LIABILITY.** In no event shall any of the respective Officers, Directors, Employees or Agents or Freeholders or any Employees of the County be liable individually for any damages which shall include incidental, indirect, special or consequential damages. The extent of liability will be whichever party is at fault will extend to the County of Gloucester or the Contractor.

25. **TAX.** Contractor's price is exclusive of any applicable tax. All orders will be subject to all applicable sales tax unless a current tax exemption certificate is on file with Contractor.

26. **CANCELLATION/TERMINATION.** Except for cancellation of battery orders, which will have the cancellation charges outlined in the sections entitled, *Battery Replacement Services and Termination*, either party may terminate this Contract at any time upon thirty (30) days written notice to the other, Subject to Section 2, *Compensation* above.

27. **CUSTOMER'S RESPONSIBILITY.**

- A. Communication and Scheduling – County shall contact Contractor's Owner Reliability Center (1-800-843-9433) regarding all service and Preventative Maintenance ("PM") requests and all other matters arising out of or relating to this Contract. With respect to PM purchased by County, it shall be County's responsibility to contact Contractor to schedule the PM. In the event that County fails to schedule and/or does not permit, for any reason, the PM to be completed within ninety (90) days of the scheduled service date, Contractor's obligation for that PM shall be considered fulfilled.
- B. Movement – If the equipment covered under this Contract ("Covered Equipment") is moved to another location within the United States, service coverage will continue only upon the following conditions: (i) County shall notify Contractor in writing at least thirty (30) days in advance of power-down of Covered Equipment; (ii) Contractor reserves the right to supervise the power-down, disconnection, rigging, packing, movement, unpacking, reinstallation and re-start of the Covered Equipment for which County will be charged according to Contractor's then current Time and Material Service Rate Schedule; and (iii) resumption of service coverage under this Contract is subject to acceptance by Contractor of Covered Equipment at the new location.
- C. Safety – County shall, at all times during the provision of service hereunder, have a representative present at the service site at no cost to, and solely for, the safety of Contractor.
- D. Access – County shall grant ready access to the Covered Equipment, subject to reasonable security requirements, so that Contractor may perform service under this Contract.

**THIS CONTRACT is made effective the 1<sup>st</sup> day of May, 2018.**

IN WITNESS WHEREOF, the Gloucester County Purchasing Agent, pursuant to authority granted to him and set forth in the County Administrative Code has executed this Agreement and Contractor's authorized representative has executed this Agreement on the date indicated herein.

ATTEST:

Andrea Lombardi  
ANDREA LOMBARDI,  
PRINCIPAL CLERK TYPIST

COUNTY OF GLOUCESTER

Peter M. Mercanti  
PETER M. MERCANTI,  
PURCHASING DIRECTOR

ATTEST:

\_\_\_\_\_

CORE POWER AND ENVIRONMENT

James Davis  
Name: James Davis  
Title: president

**ATTACHMENT A**



625 Clark Ave, Suite 12  
King of Prussia, PA 19406  
Phone: 610-337-7650  
Fax: 610-337-7655  
sales@corepowerinc.com

April 4, 2018

Steve Blair  
Gloucester County 911  
1200 N Delsea Drive  
Clayton, NJ 08312

**Proposal Number:  
SRFS031618**

**Reference: Proposal for Maintenance Services  
UPS Model: 9390-120; Serial Number: EE344CBB09  
Battery Model: (40) Hawker 300's; Warranty Expiration: 4/30/2018**

Dear Steve

I am pleased to propose the following service options for your UPS system, as referenced above. Core Power Inc standard terms and conditions shall apply to this proposal.

**Level 3 – Premium Plus Service Plan**

- One (1) 5x8 Major UPS Preventative Maintenance (PM)
- Two (2) 5x8 Battery Preventative Maintenance (PM), internal batteries included at no additional charge
- 24 hour access to support and dispatch (15 min call back service)
- Unlimited Emergency Service calls, 8 hour response
- Replacement parts, labor, and travel expenses for emergency service calls included
- Exclusions: Parts coverage excludes batteries, and full capacitors/fans upgrades.
- Net 30 Payment Terms

- Price for One Year Agreement ..... \$6,133.00
- Price for Two/Three Year Agreement ..... \$6,133.00 per year
- Lump Sum Billing (2 years) ..... \$11,775.36 Total (4% Discount)
- Lump Sum Billing (3 years) ..... \$16,927.08 Total (8% Discount)

Note: If a UPS systems has been out of coverage for longer than 30 days a pre-site visit will be required at the start of the new agreement term. This will be done as the first preventative maintenance visit. If any pre-existing condition requires additional labor and or parts additional charges may apply

Net 45, 60 and quarterly billing options available upon request at an additional charge. Quarterly billing available only on contracts over \$2,000 per quarter.

**Manufacturer's Representative for**



Core Power's standard Terms and Conditions (copy attached) are an integral part of this proposal. The pricing quoted above is valid for thirty (30) days from this transmittal date, and is based on the equipment and configuration as stated above. The price does not include any applicable taxes. Payment terms are net thirty (30) days with approved credit

To accept this agreement, simply sign below. Please refer to this proposal number on all documentation. Should you have questions, or require further information, please feel free to call me at 610-337-7650. Thank you for this opportunity to be of service.

Sincerely,

Spencer Ramsey  
Sales Representative

***\*Please sign and fax to 610-337-7655***

Approved By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
PO #: \_\_\_\_\_

If you plan to send a purchase order, please reference the proposal number on your purchase order, and address your purchase order as follows:

Core Power, Inc.  
625 Clark Ave, Suite 12  
King of Prussia, PA 19406  
Fax: 610-337-7655



### Service Terms and Conditions of Sale

**1) ACCEPTANCE AND ENTIRE CONTRACT.** All services performed ("services") by CORE POWER, INC. ("Seller") on behalf of the purchaser named on the face hereof ("Buyer") shall be subject to these Terms and Conditions (all such purchase terms and these Terms and Conditions collectively shall be hereafter referred to as the "Contract"), which shall constitute the entire Contract between the parties with respect to the goods and services to be provided hereunder. If goods and services are being supplied pursuant to Buyer's purchase or work order, Seller's acceptance of said purchase or work order is expressly conditioned on Buyer's acceptance of these Terms and Conditions as the controlling terms of the Contract. Any of the provisions of Buyer's purchase or work order which attempt to impose terms and conditions at variance with these Terms and Conditions shall not be binding on Seller and shall not be considered applicable to the goods and services contemplated by this Contract. No modification of, or addition to, or waiver of any of these Terms and Conditions by Seller shall be effective unless agreed to in writing, by an officer of Seller, and in no event shall such modification, addition or waiver affect any rights of Seller accrued prior thereto. No course of prior dealings between the parties or usage of the trade shall be relevant to give particular meaning to or to supplement or qualify any of these Terms and Conditions. Notwithstanding any other provisions of this contract, this contract may be terminated by either party upon thirty (30) days written notice to the other party, subject to the provision of 6 below.

**2) DELAYS.** Any delivery or service completion date specified on the face hereof is approximate and is not a guarantee of a particular day of completion of the services to be performed hereunder. Under no circumstances shall Seller be liable for damages for any delay or failure to perform the services as scheduled if such delay or failure is occasioned in whole or in part by reason of force majeure; war; fire; flood; explosion; casualty; riot; civil commotion; strike, shortage of labor or other labor difficulty; transportation delay or car shortages; breakdown; accident; inability to secure materials, fuel, supplies, power, manufacturing facilities or shipping space; acts of God or of public enemy; existing or future regulations or actions of any governmental authority; acts of the Buyer; or any other causes or circumstances beyond Seller's reasonable control or which Seller by reasonable diligence could not have avoided. Under such circumstances, Seller shall have the right to extend the date of delivery (which includes availability for delivery) for a reasonable period of time after the period of delay. Buyer shall not be relieved from the obligation to accept services at the agreed price when the causes interfering with the performance of services are removed. If services are to be performed in installments, delay in performing any portion of the services shall not relieve Buyer of its obligation to accept performance of the remaining services.

**3) WARRANTY.** Seller warrants that all services performed under the terms of this Contract shall be free from defects in workmanship and will conform to the applicable drawings and specifications. Equipment supplied by the Seller is warranted solely by the equipment manufacturer. Seller warrants to repair or correct defective workmanship reported to Seller and/or diagnosed by Seller's personnel for period of ninety (90) days from the completion date of the contract. THIS WARRANTY IS BUYER'S SOLE REMEDY AND IS EXPRESSLY IN LIEU OF, AND THERE ARE NO OTHER, EXPRESSED OR IMPLIED GUARANTEES OR WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No agent, employee or representative of Seller has any authority to bind Seller to any affirmation, representation or warranty concerning the goods and services, except an officer of Seller who agrees to the same in writing. In no event shall any affirmation, representation or warranty relating to the goods and services be applicable to anyone other than Buyer, and no purchaser from Buyer is entitled to rely thereon.

**4) LIMITATION OF LIABILITY.** Any claims of Buyer, including claims for damage, loss, shortage or delay, shall not be cause for the cancellation of this Contract. In the event that buyer shall have any claim against Seller and/or its contractors and suppliers, arising out of or relating to the goods and services provided, or otherwise, seller's exclusive and sole liability shall be limited, at seller's option to either the return of the sales price of the goods and services with respect to which the claim is made or the corrected performance of the services provided. Under no circumstances shall the aggregate liability arising out of or in connection with this Contract exceed the price paid hereunder for the goods and services provided.

Seller assumes no responsibility for any damage or injury to any persons or property, with respect to any goods or services provided by seller with respect to this contract (which may include installation and further related services), except as such damages or injury may be held to be the sole and direct result from or out of (a) any grossly negligent performance by Seller of its obligations under the terms of this Contract, or (b) any

willful misconduct on the part of the Seller, its agents or employees. Notwithstanding anything in this Contract or otherwise to the contrary, Seller shall not be liable for any indirect, incidental, special or consequential damages, such as, but not limited to, loss of anticipated profits, lost sales, goodwill, injury to person or property, or other economic loss in connection with or arising out of the existence of, the furnishing, functioning, or the Buyer's use of any item of equipment or services provided for in the Contract, whether or not the possibility of damage was disclosed to Seller or could have been reasonably foreseen by Seller.

**5) PRICE.** All prices stated on the face hereof will be maintained for services performed within thirty (30) days from the date of the Proposal unless extended by Seller at its sole option. Prices stated herein do not include installation, freight and handling charges, unless such item is specifically listed and priced in this Contract. If Seller is required to pay or collect any tax, excise, duty or levy, an additional charge will be made therefore and paid by Buyer, unless Buyer furnishes Seller with a proper exemption certificate.

**6) PAYMENT.** Invoices for all services performed will be processed upon completion of the service. Payment of all invoices is due within thirty (30) days from the date of the invoice. Payment to Seller by Buyer will not be contingent on third party payments to Buyer. Any payment not made when due shall be subject to an interest charge of 1.5% per month or fraction thereof, or maximum permitted by law, whichever is less which will be added to all balances past due. In the event that Buyer pays Seller by a check which is subsequently dishonored, in addition to other interest and fees noted herein, Buyer shall be subject to an additional fee \$25. If any payment is not made when due, Seller reserves the right to refuse to provide any further services until such payment and the applicable interest have been received. Buyer shall be liable for expenses including reasonable attorneys' fees, associated with collection proceedings for non-payment.

Payments can be made via Visa, MasterCard or Discover. Any credit card purchases over \$2,500 will be charged a 4% processing fee.

In the event of early termination: A) Buyer will be liable for any services rendered to the reasonable satisfaction of Buyer prior to the effective date of termination, and B) Seller at its discretion will provide a credit against any advance payments received as follows: 1) a pro-rated amount based on the terminated portion of the fixed-price fee due Seller, or 2) an amount based on the difference between the amount paid by Buyer prior to the effective date of early termination and the actual cost of service options completed (including emergency repair calls) by Seller prior to the effective date of early termination.

**7) BUYER'S CREDIT.** If the financial responsibility of Buyer shall become impaired or shall be deemed unsatisfactory by Seller for any reason, or if Buyer shall default under this Contract or any other contract with Seller, then, upon demand by Seller, Buyer shall provide satisfactory security or advance cash payment and performance of services may be withheld by Seller until such security or payment is received. In the event of Buyer's bankruptcy, insolvency or assignment for the benefit of creditors; Buyer's default in the payment of any indebtedness to Seller; or Buyer's breach of any contract with Seller; then, and in any such event, all of Buyer's outstanding indebtedness to Seller shall become immediately due and payable. Acceptance by Seller at any time of less than the full amount due Seller shall not be deemed to constitute a waiver of any of Seller's rights hereunder.

**8) GOVERNING LAW.** This Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Any actions, claims or suits (whether in law or equity) arising out of or relating to this Contract, or the alleged breach thereof, shall be brought only in courts located in the Commonwealth of Pennsylvania and Buyer hereby waives its rights, if any, to bring such actions, claims or suits in any other courts. The parties hereby submit themselves to the jurisdiction of the courts located in the Commonwealth of Pennsylvania for the enforcement of this provision and for the enforcement of any judgment rendered by such courts. If any action, claim or suit is brought by Seller against Buyer hereunder and Buyer is not otherwise subject to service of process in the Commonwealth of Pennsylvania, Buyer agrees to and does hereby irrevocably appoint the Secretary of the Commonwealth of Pennsylvania as Buyer's agent for the acceptance of service of process therein, and a copy of such process shall be mailed by Seller to Buyer at Buyer's last known address.

**9) NONASSIGNABILITY.** This Contract and its terms shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns except that neither this Contract nor any interest or obligation hereunder shall be assignable or transferable by Buyer, in whole or in part, without the prior written consent of Seller.

**10) SEVERABILITY.** If any provision or paragraph of this Contract is determined to be illegal or unenforceable, it shall not affect the enforceability of any other provision or paragraph of this Contract and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**11) SUBCONTRACTING.** Seller reserves the right to subcontract any portion of the services provided for under this Contract without the prior consent of Buyer.

**12) MISCELLANEOUS.** There will be no scheduled maintenance performed on New Years, Easter, July 4<sup>th</sup>, December 24<sup>th</sup> or 25<sup>th</sup>. Preventive Maintenance obligations must be completed within thirty-days (30) of contract expiration date, failure to do so as a result of the Buyer will result in a forfeit of service with no refund.



**1. Visual Inspection:**

Visually inspect Battery cabinet for debris and abnormalities.

- a. Inspect all battery connections for signs of overheating
- b. Inspect wires and lugs for signs of defect or stress
- c. Inspect battery racks or cabinets and associated components and hardware for defects

**2. Environmental Inspection:**

Check environmental conditions for hazards and/or safety concerns.

- a. Inspect condition and operation of room ventilating equipment
- b. Perform general cleaning of battery cabinet area
- c. Wipe down the outside of the battery cabinets

**3. Temperature Inspection:**

Infrared thermal scan to inspect batteries and cables for overheating.

- a. Measure and record ambient room temperature
- b. Scan over individual battery jars looking for hot connections

**4. Measured Inspection:** Ensure batteries are operating at peak performance.

- a. Record DC voltage and DC current from the UPS screen
- b. Measure and record overall DC float voltage and current, AC ripple voltage and current for each battery string
- c. Measure and record overall DC float voltage positive and negative to ground to check for ground faults
- d. Measure and record individual DC voltage and internal ohmic values for each individual battery jar
- e. Re-torque any connection where the resistance is above 20% of the average or hot connections are found.

A detailed report containing all readings and observations will be sent to the customer within five business days.



**1. Visual Inspection:**

Visually inspect unit internal and external components for debris and abnormalities.

- a. Inspect all power connections for signs of overheating
- b. Inspect and check for tightness all sub-assemblies, wires and harnesses
- c. Inspect all DC and AC capacitors for signs of leakage
- d. Inspect air filter (replace or clean as needed)
- e. Inspect fans for proper operation

**2. Environmental Inspection:**

Check environmental conditions for hazards and/or safety concerns.

- a. Inspect condition and operation of room ventilating equipment
- b. Perform general cleaning of unit area
- c. Wipe down the outside of unit including control panel/CRT screen

**3. Temperature Inspection:**

Infrared thermal scan to inspect internal and external components for overheating.

- a. Measure and Record room and unit exhaust temperature
- b. Measure and Record input, output and DC connection temperature
- c. Scan system for loose connections and potential hot spots within the UPS or PDU cabinets.
- d. Report findings.

**4. Operating Parameters:** Ensure UPS or PDU is operating at peak performance.

- a. Measure and record UPS or PDU input and output Voltages, Currents and Frequency
- b. Measure and record DC Voltage and Current
- c. Measure and record inverter leg current for balance
- d. Measure and record power supply voltages
- e. Perform a manual transfer of the unit to Bypass and back Online (with approval of onsite personnel)
- f. Perform a battery discharge test by opening the input feed to the UPS (with approval of onsite personnel)

A detailed report containing all readings and observations will be sent to the customer within five business days.



### Level 1 – PM Plan

**UPS Electronics or PDU Coverage** - Inspection and preventative maintenance of the UPS or PDU shall be performed at the frequency specified on the contract at no charge to the Purchaser. Remedial repair provided by Core Power shall be billable at the preferred hourly rates for contracted customers. Billable items shall include all the necessary replacement parts, shipping charges, and travel expenses. If customer owned spare parts are available onsite, Core Power may, at its option, use those spare parts. At the customer's direction, Core Power will replace any spare parts used at the Purchaser's expense.

**Battery Coverage** – Inspection and preventative maintenance of the battery portion of the UPS (or other equipment) shall be performed at the frequency specified on the contract at no charge to the Purchaser. Remedial repair provided by Core Power shall be billable at the preferred hourly rates for contracted customer. Billable items shall include all the necessary replacement parts, shipping charges and travel expenses.

### Level 2 – Premium Service Plan

**UPS Electronics or PDU Coverage** - Inspection and preventative maintenance of the UPS or PDU shall be performed at the frequency specified on the contract at no charge to the Purchaser. Labor and travel expenses for remedial repair provided by Core Power shall be included at no charge to the customer. Billable items shall include all the necessary replacement parts and shipping charges. If customer owned spare parts are available onsite, Core Power may, at its option, use those spare parts. At the customer's direction, Core Power will replace any spare parts used at the Purchaser's expense.

**Battery Coverage** – Inspection and preventative maintenance of the battery portion of the UPS (or other equipment) shall be performed at the frequency specified on the contract at no charge to the Purchaser. Remedial repair provided by Core Power shall be billable at the preferred hourly rates for contracted customer. Billable items shall include all the necessary replacement parts, shipping charges and travel expense.

### Level 3 – Premium Plus Service Plan

**UPS Electronics or PDU Coverage** - Inspection and preventative maintenance of the UPS or PDU shall be performed at the frequency specified on the contract at no charge to the Purchaser. Labor, replacement parts and travel expenses for remedial repair provided by Core Power shall be included at no charge to the customer. If customer owned spare parts are available onsite, Core Power may, at its option, use those spare parts and shall replace the spare parts, which it so uses, at no cost to the Purchaser. **Exclusions:** transformers and certain wear parts are excluded from the parts coverage including batteries capacitors, and fans.

**Battery Coverage** – Inspection and preventative maintenance of the battery portion of the UPS (or other equipment) shall be performed at the frequency specified on the contract at no charge to the Purchaser. For single phase units, battery replacements shall be included at no charge to the customer if noted on contract. Otherwise, remedial repair provided by Core Power shall be billable at the preferred hourly rates for contracted customer. Billable items shall include all the necessary replacement parts, shipping charges and travel expenses.

Other Exclusions not covered by this agreement:

- System upgrades and/or modifications
- Damage caused by improper use of or improper environmental conditions, unauthorized modifications, service by unauthorized personnel, lighting damage or other act of nature or God and all warranties expressed or implied
- Relocation services
- Rental equipment
- Any subcontractor or third-party costs
- Pre-existing faults/abnormalities. Repairs will be billed at preferred T&M rates.