

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

THIS CONTRACT is made effective the 1st day of May, 2016 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, 2016 to April 30, 2017.
2. **COMPENSATION.** Contractor shall be compensated pursuant to the attached schedule, for a total contract amount of \$7,498.00.

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 February 10, 2016 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 Vendor agrees as follows:

The Vendor 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 Vendor 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 Vendor 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 Vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, 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 Vendor 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 Vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Vendor 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 Vendor 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 1st day of **May, 2016.**

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
JAMES DAVIS, PRESIDENT
Title:

ATTACHMENT A



CORE POWER
AND ENVIRONMENT

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

February 10, 2016

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

Expiration Date:
4/30/2016

Reference: Renewal for Maintenance Services
UPS Model: 9390-120; Serial Number: EE344CBB09

Dear Steve:

Thank you for trusting in Core Power/Eaton Corporation Inc to keep you in power, as the service provider of your uninterruptible power system (UPS). The purpose of this letter is to notify you that the protection provided by your Core Power/Eaton Corporation Agreement will expire on the date stated above. You can continue to rely on Eaton Corporation and Core Power Inc by renewing your maintenance agreement described below:

Current Service Plan:

Flex Service Plan

- 7x24 Corrective Maintenance (7 days/week, 24 hrs/day, 365 days/year. Includes Parts and Labor).
- One 5x8 Annual Preventive Maintenance Visit on the UPS
- Two 7x24 Comprehensive Battery Preventive Maintenance Inspection.
- Standard 8 hour maximum response time.
- 7x24 Technical Support • 7x24 Dispatch • Service Priority
- Web Access To Account, Information and Site Service Activity

Annual Contract Price: \$7,498

Three Year Contract Billed Annually: \$7,498/year

Two Year Contract Up Front Payment (4% Discount): \$14,396.16

Three Year Contract Up Front Payment (8% Discount): \$20,694.48

Renewing your existing contract is easy. Simply sign the **Renewal Acceptance Form** and mail or fax it back to us 30 days prior to the expiration date, at the address or fax number indicated on the form. This will ensure that there will be no lapse in the protection for your critical power systems.

Again, we sincerely thank you for placing your trust in Core Power/Eaton Corporation. If you have any questions about any information provided herein or about the services we have provided or will provide, please call me immediately at 610-337-7650. Thank you for this opportunity to be of service.

Sincerely,

Brei Bax

Manufacturer's Representative for



CONTRACT COVERAGE DETAILS

Date: February 10, 2016

Please Create all Purchase Orders Out to Core Power Inc

Core Power Inc
625 Clark Ave, Suite 12
King of Prussia, PA 19406

Bill To: Gloucester County 911
Attn: Steve Blair
1200 N Delsea Drive
Clayton, NJ 08312

Contract Number: 37004
Contract Period: 5/1/2016 – 4/30 ____

Sites Covered Under Contract:

Site: Gloucester County 911
Attn: Steve Blair
Shady Lane Complex – 911 Substation
212 County House Road
Clarksboro, NJ 08020

Brand: Eaton **Model:** 9390-120 **Serial Number:** EE344CBB09

Contract Type: Flex Service **Response Time:** 8 HR
Coverage: 7 x 24

Included Services:

<u>Qty</u>	<u>Task Description</u>
1	UPS Preventative Maintenance 5x8 / year
2	Sealed Battery PM 7x24 / year

Annual Contract Price:	\$7,498	<input type="checkbox"/>
Two Year Contract Billed Annually:	\$7,498/year	<input type="checkbox"/>
Three Year Contract Billed Annually:	\$7,498/year	<input type="checkbox"/>
Two Year Contract Up Front Payment (4% Discount):	\$14,396.16	<input type="checkbox"/>
Three Year Contract Up Front Payment (8% Discount):	\$20,694.48	<input type="checkbox"/>

PLEASE COMPLETE AND FAX TO 610-337-7655
*******CONTRACT RENEWAL ACCEPTANCE FORM*******

Gloucester County 911

Contact Number: 37004

Coverage Period: 5/1/2016 – 4/30/20

Contact Price: _____ (please enter chosen amount/term duration)

*** Core Power Inc Contract Terms and Conditions apply ***

Just a reminder – Core Power/Eaton Corporation Inc is the leader in the UPS service industry and provides you with:

- ◆ A dedicated 7 days-per-week, 24 hours-per-day call center
- ◆ Immediately available spare parts
- ◆ Telephone technical support to answer your application questions
- ◆ A complete line of service offerings, tailor made to suit your needs, including: Remote Monitoring, Performance Checks, Battery Maintenance and Replacement, kVA upgrades, and Spare Parts Kits

16-01927

Purchase Order Number

3/15/16

Date

Peter Mercanti - Purchasing
Print Name and Title Director

856-853-3420

Telephone Number

[Signature]
Signature

856-251-6777

Fax Number/Email Address

pmercanti@co.gloucester.nj.us

*If any of the information on your attached contract detail sheets is NOT accurate, please notify us as soon as possible.

Please complete and return this form immediately by either mail or fax to:

Core Power, Inc.
625 Clark Ave, Suite 12
King of Prussia, PA 19406
Phone: 610-337-7650
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 4th, December 24th or 25th. 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.





Core Power and Environment
625 Clark Ave Suite 12
King of Prussia, PA 19406
610-337-7650

March 17, 2015

RE: UPS OEM Sourcing Letter

For your records and information: As the original equipment manufacturer (OEM), and an ISO9001 certified supplier, Eaton Corporation (formerly: "Eaton Electrical Inc." and "Powerware") is the provider of factory-supported, factory trained, factory authorized and factory certified service for your critical UPS (Uninterruptible Power Supply) equipment.

Eaton offers power quality services for its UPS products, as well as for related equipment such as power distribution units (PDUs), batteries, alternative energy devices and Cutler-Hammer switchgear. Eaton also services products from legacy brands, including Powerware, Exide Electronics, Best Power, IPM, Deltec and Lortec.

Eaton is the only authorized provider of service support with the Eaton developed proprietary service software for 3-phase Eaton UPS products. Eaton does not train, certify or support independent third party service providers to deliver or service Eaton UPS and power quality products.

Due to its lack of training on competitor's platforms Eaton does not service non-Eaton branded power quality equipment. Eaton only works on its own branded equipment or devices it's been certified to fully support and maintain (e.g., flywheels, static transfer switches).

No other service supplier is authorized to possess Eaton proprietary (copyrighted) software, repair documentation, processes or materials.

Advantages to buying UPS services from Eaton include:

- Eaton trains its 240 field technicians to be experts on the products it built 15 years ago and builds today.
- Parts are stocked with the field technicians to maximize our first time fix rate and resolve problems fast.
- When emergencies occur our customer support and field service employees will professionally diagnose and resolve your problem.
- Eaton has a 7x24 Customer Reliability Center to answer your calls and technical support, and a 7x24 parts logistics and remote monitoring team to ship parts and respond to critical alarms globally.
- Preventive maintenance allows our techs to thoroughly test, inspect for worn parts, install firmware updates and calibrate when needed so the UPS meets Eaton's most current operating specification.
- Safety and insurance resources to protect you against the unexpected: every field technician has the OSHA, IEEE and NFPA tools, personal protection equipment and training to comply with arc flash and electrical safety so you, your employees and Eaton employees avoid unsafe conditions.
- Eaton is committed to flawless service execution: We survey every customer for satisfaction, drive continuous improvements and employ Six Sigma and Eaton Quality programs.

Eaton puts all of our replacement parts through a thorough testing regiment to insure quality.
Eaton is the only immediate source for original equipment parts.

Should you have further questions, or need further assistance of any kind, please do not hesitate
to call on me. Thank you for this opportunity to be of service.

Sincerely,

| Core Power and Environment