

December 3, 2021

Attention: Bay County Transit Authority

Lamar Hobbs

Bcc: Chris Trimmer

Drive Through Brushing and Touchless Automatic Heavy Duty Wash System

InterClean Equipment is a global leader in the heavy duty wash industry with extensive experience performing projects at fleets, school districts, municipalities and transit authorities . The company has been in business since 1984 and has over 700 installations operating in North America. We are pleased to offer the following proposal for our recycled water four brush drive through bus wash paired with under chassis, wheel and skirt washing. The proposal is in accordance with InterClean's current contract with NCPA.

The machine proposed is a four brush machine that is capable of effectively cleaning the front, sides, top, under chassis and rear of your fleet of buses. Representative schematics of the equipment are included in the following pages from a project currently operating in Tallahassee, FL which provides information of a similar configuration. The total cost of the equipment proposed, the delivery, and the various field services is \$349,637. In accordance with our active NCPA contract, this price is firm for orders placed prior to May 31, 2022. Reference NCPA Contract #05-20.

To ensure a successful project, InterClean believes in the value of technical expertise and local service. We partner with Caliber Truck Wash solutions in the state of Florida, owned and operated by Chris Trimmer. Chris has extensive knowledge and experience with InterClean products and will oversee all aspects of the equipment installation, start up and ongoing maintenance to protect your investment. He will also help coordinate with your trades professionals to ensure the plumbing and electric works can be completed.

Thank you for considering InterClean Equipment and Caliber Truck Wash solutions for your project.

Best regards,

Michael Lacey Sales Manager

Michael Lacey

NCPA Solicitation # 06-17

Model Number	Description		Price	
LYUS-XJF	Transit Bus Wash System Friction front-side-rear Transit Bus Garages, Stainless Steel Chemical Arch Four Brushes two wash front and side two wash side and	1	\$152,267.00	\$ 152,267
	rear 5 HP pump for wheel wash and chassis wash			
	Water holding tank 925 gallons			
	Stainless Steel Slip Plates 85 feet Tire Guides			
	Final Rinse Arch Stainless Steel			
	Control Valves, photo eyes, float switches, chemical			
	pumps, air compressor, Booster pump			
	Master Control Panel PLC operating with HMI			
	UL approved			
	Field Services (Job site)			
	Setting Equipment in Place*	1	\$16,500.00	\$ 16,500
	Rental of equipment for install	1	\$2,500.00	\$ 2,500
	Start up and Training*	1	\$7,000.00	\$ 7,000
	TOTAL TRANSIT BUS WASH FRICTION FRONT SIDES, AND REAR			\$ 178,267
	Freight FOB Ypsilanti, MI			\$ 5,500
Options				·
SO3211-00	Water Softener	1	\$4,871.00	\$ 4,871
HE431111-00	Water Heater Natural Gas	1	\$6,369.00	\$ 6,369
	includes expansion tank HE33-WH8			
	High Pressure front arch with 75 HP Pump	1	\$25,428.00	\$ 25,428
	Water Recylcing System	1	\$24,500.00	\$ 24,500
	includes EQ recycle module,			
	deduct fresh water holding tank and controls			
	Two step chemical application	1	\$8,764.00	\$ 8,764
	RO Spot Free Rinse, 6600 GPD includes arch photo eye 2 925 gallon stroage tanks, controls, elect panel	1	\$40,372.00	\$ 40,372
	RFID Vehicle Detection System with 200 Window Tags	1	\$20,160.00	\$ 20,160
	8 Spinner Touchless Wash Arch	1	\$23,506.00	\$ 23,506
	Double High Tire Guide Upgrade - 85 Feet	1	\$11,900.00	\$ 11,900
	Total Equipment *Installation and Start-up are quoted as one trip each to	, Options	and Freight	\$ 349,637
	the site, including labor travel time, and expenses.			
	Additional trips, due to reasons beyond our control,			
	will be charged to the customer;			
	including labor, travel time, and expenses.			
TERMS	25% Payment at order placement (purchase order)			
	25% Due after approval of drawings			
	note manufacturing will not commence until			
	drawing approval and payment due is received			
	Equipment balance due before shipment			
	Any field work due at completion of work			
	See attached terms and conditions			

System is 460 volt three phase

Price does not include any sales taxes, permits or fees
Heater stack, roof penetration, and stack Installation not included
Interconnecting (field) Plumbing and Wiring not Included
Underground conduits and plumbing not included
Supply side connections provided by customer
Offloading Equipment From Truck Not Included
Trench Grating to be provided by others
One year standard warranty on parts only

Standard InterClean Documentation in English

Standard delivery time 10 to 12 weeks after acceptance and payment of drawings



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References: Heavy Duty Wash Equipment

InterClean has several customers currently operating our equipment in the state of Florida and being serviced by our partner Caliber. Please find the following references for your consideration.

MTW and Associates, Inc. (service provider for Waste Management multiple sites) Taylor Williams – Owner Niceville, FL

Phone: (850) 797-7051

Polk County Schools Scott Reeves – Senior Coordinator – Support Services Bartow, FL Phone: (863) 534-5052

Star Metro Walter Kirkland Tallahassee FL (850) 891-5183

DF	RAWING INDEX
DRAWING NUMBER	DESCRIPTION
#LY22-007-00	DRAWING INDEX
#LY22-007-01	3D VIEW
#LY22-007-02	PLAN VIEW
#LY22-007-03	SIDE VIEW
#LY22-007-04A	END VIEW 1 OF 2
#LY22-007-04B	END VIEW 2 OF 2
#LY22-007-05A	PLUMBING SCHEMATIC 1 OF 2
#LY22-007-05B	PLUMBING SCHEMATIC 2 OF 2
#LY22-007-06A	ELECTRICAL LAYOUT-WASHBAY
#LY22-007-06B	ELECTRICAL LAYOUT-EQUIPMENT ROOM
#LY22-007-06C	SINGLE LINE DIAGRAM
#LY22-007-07	EQUIPMENT LAYOUT
#LY22-007-08	N/A
#LY22-007-09	CONCRETE LAYOUT
#LY22-007-10	PIT DETAIL
#LY22-007-11	UNDERGROUND PIPES
#LY22-007-12	UNDERGROUND CONDUITS

	Cycles Liet	П	Carananant Liat	П	Davies List			
Drofiv	System List	Prefix	Component List	Prefix	Device List			
Prefix	Description	l 	Description	┥┝──	Description		P&ID SYMBOL	
ACS	Air Compressed System	ACD	Acid Chemical	Al	Analog Inupt			
CPS	Customer Provided System	ALK	Alkaline Chemical	AO	Analog Outupt			
CSD	Control System Device	AC	Air Compressor	AU	Air Condition Unit	\bowtie		(c) →
DES	Dedicated Electrical System	BL	Blower	BV	Ball Valve	3-WAY VALVE	- FLANGE	
DET	Detergent System	BR	Brush	BFV	Butterfly Valve	J WAT VALVE		CENTRIFUGAL PUMP
FWS	Fresh Water System	CD	Customer Device	CAV	Co-Ax Valve	4	I I UNION	
PHS	PH Control System	DSP	Distributed I/O Panel	CXV	Customer Device	ANGLE VALVE	31,11311	T
ROS	Reverse Osmosis (RO) System	F	Filter	CV	Check Valve	. .		SUBMERSIBLE PUMP
RWS	Reclaim Water System	МСР	Main Control Panel	DI	Digital Input	ANTI-FREEZE VALVE	FLOOR DRAIN	
wcs	Wheel/Chassis System	MDP	Main Distribution Panel	DO	Digital Output		FLOOR DRAIN	
		OS	Oil Skimmer	ES	Emergency Stop	\bowtie		
		Р	Pump	FI	Flow Rate Indicator	BALL VALVE	AIR VENT	TURBINE PUMP
		PCP	Pneumatic Control Panel	FT	Flow Rate Transmitter	I S 1		
		SCP	Slave Control Panel	FIT	Flow Rate Transmitter w/Indicator			
		TK	Tank	FV	Flow Regulator	BUTTERFLY VALVE	AIR VENT WITH SCREEN	METERING PUMP
		WS	Water Softener	НМІ	Touchscreen	7	h U U Ui	
		WH	Water Heater	HRN	Audible Alarm/Horn	CHECK VALVE		
				LI	Level Indicator		FLEXIBLE HOSE	
				LT	Level Transmitter		 	DIAPHRAGM PUMP
				LIT	Level Transmitter w/Indicator	ELE/PNE CONTROL VALVE	Y	
				LSHH	High High Level Alarm Sensor	,	AIR GAP	
				LSH	High Level Alarm Sensor	\bowtie	\Diamond	
				LSL	Low Level Alarm Sensor	GATE VALVE	FILTER	GEAR PUMP
				LSLL	Low Low Level Alarm Sensor	\bowtie	I ILILIX	
				NA	Motor Run Status	GLOBE VALVE	\Diamond	GT
				РВ	Push Button	3232	Air Filter	AIR BLOWER
				PCV	Pneumatic Control Valve	∑°	All Tilter	/IIIX BESWEIX
				PHS	Ph Sensor	FLOAT VALVE		
				PI	Pressure Indicator	М	REDUCER	(M) Motor
				PIT	Pressure Transmitter w/Indicator			MOTOR
				PT	Pressure Transmitter	MOTOR VALVE		w
				PV	Pressure Regulator	[0]	VENTURI	
				SPI	Speed Display	<u>s</u>		WATER HAMMER ARRESTOR
				SSW	Select Switch	SOLENOID VALVE		
				STB	Strobe Light/Visual Annuciator			
				SV	Solenoid Valve	*	PRESSURE REGULATOR	
				TI	Temperature Indicator	PRESSURE RELIEF VALVE		(C)
				TIT	Temperature Transmitter/w Indicator	PRESSURE RELIEF VALVE		
				TT	Temperature Transmitter	الهجاا	EXPANSION TANK	JET PUMP
				TTB	Traffric Light, Red/Green	Y-STRAINER W/VALVE		
				YE	Photoelectric Source Sensor		T	
				YES	Photoelectric Receiver Sensor	MIXING VALVE	THERMOSTAT	
				YEL	Limit Switch	WIAING VALVE	<u> </u>	
				YS	Proximity Sensor	M	-WHVHW-	
				XFM	Transformer	U	BACKFLOW PREVENTER	
				XSS	Motor Start/Stop Switch	GROOVED COUPLING		
				7,00	Imotor Starty Stop Switch			
							FILTER REGULATOR	
						FLOW RESTRICTOR	LUBRICATOR	
						Ī		
						KNIFE VALVE	FILTER REGULATOR	
							P&ID LINE TYPE	

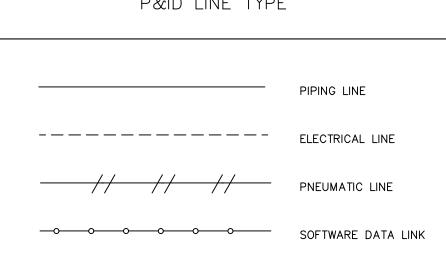
INTERCLEAN

709 James L Hart Parkway Ypsilanti, MI 48197

Web Site: www.interclean.com E-mail: sales@interclean.com Phone: (734) 961-3300 (800) 468-3725

Fax: (734) 961-0092

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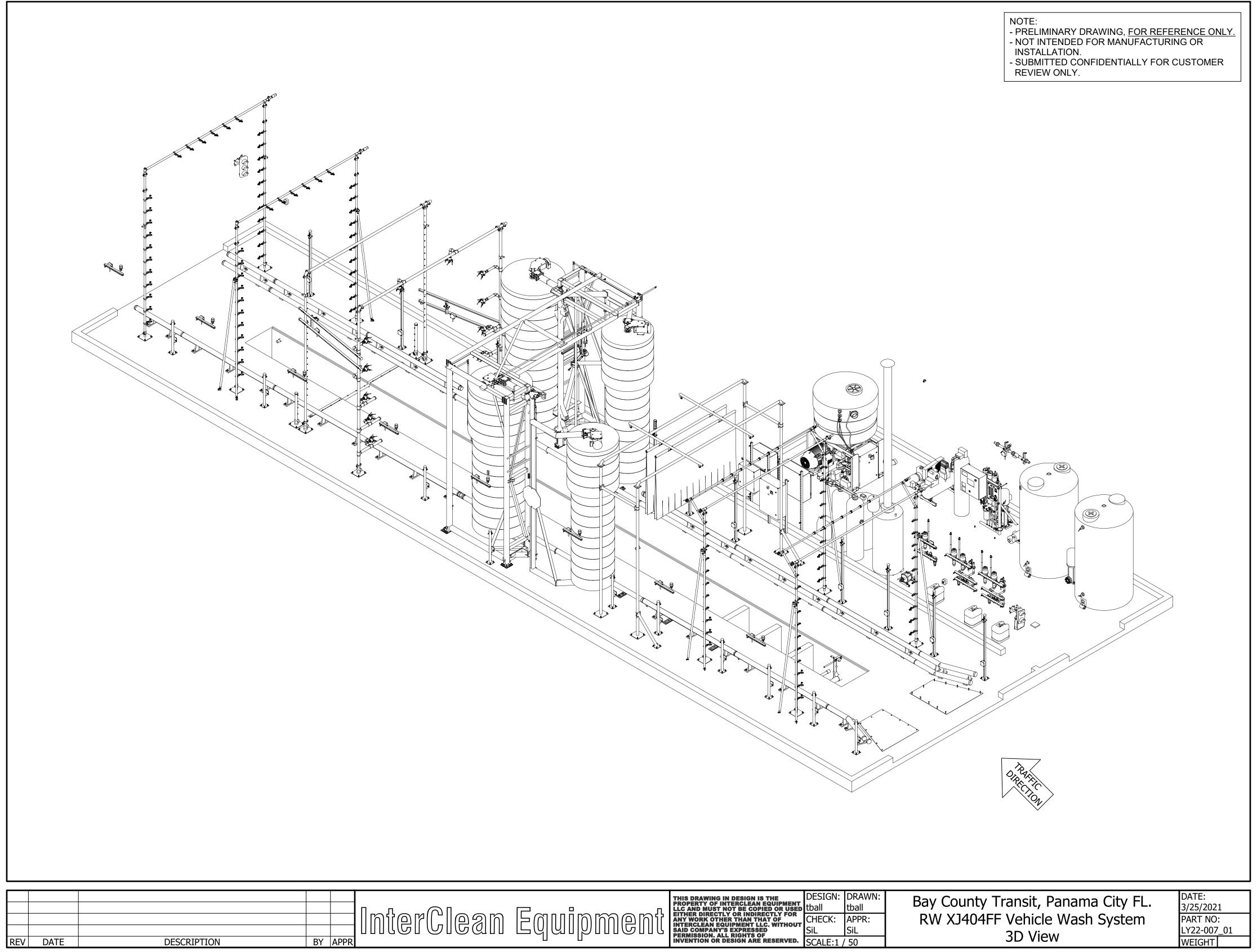
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Bay County Transit, Panama City, FL. RW XJ404FF Vehicle Wash System Drawing Index

DATE: 1/31/2022 PART NO: #LY22-007-00 WEIGHT



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InterClean Equipment

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Bay County Transit, Panama City FL. RW XJ404FF Vehicle Wash System 3D View

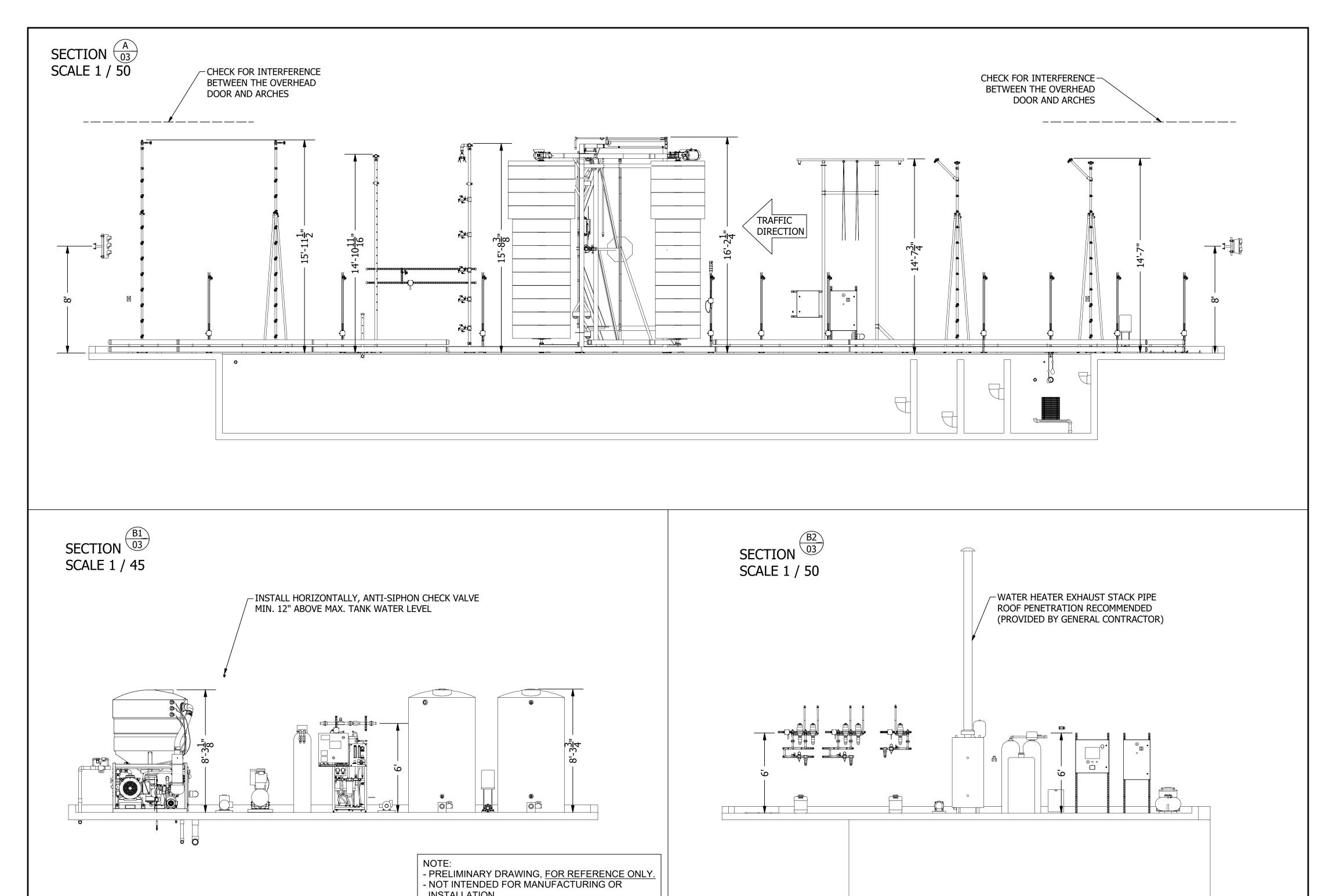
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NOTE: DURING INSTALLATON, MAKE SURE THE TIRE GUIDE AND ARCHES DO NOT INTERFERE WITHE THE ENTRANCE OR EXIT OVERHEAD DOORS THE CONCRETE MUST CURE FOR 27 DAYS BEFORE INSTALLING TIRE GUIDES NOTE: - PRELIMINARY DRAWING, FOR REFERENCE ONLY. - NOT INTENDED FOR MANUFACTURING OR INSTALLATION. - SUBMITTED CONFIDENTIALLY FOR CUSTOMER REVIEW ONLY. (2) CHEMICAL TOTES SHOWN FOR REFRENCE ONLY (PROVIDED BY CHEMICAL SUPPLIER) _ 2'-1<u>1</u>" īn B1 03 TRAFFIC DIRECTION B2 03 B2 C3 04A C4 03 04A 04A 9 A 03/ $\sqrt{03}$ 9 0 0 C2 04A C4 04A C1 C6 04B · 19'-11" 23'-7" DATE: 3/25/2021 THIS DRAWING IN DESIGN IS THE PROPERTY OF INTERCLEAN EQUIPMENT LLC AND MUST NOT BE COPIED OR USED EITHER DIRECTLY OR INDIRECTLY FOR ANY WORK OTHER THAN THAT OF INTERCLEAN EQUIPMENT LLC. WITHOUT SAID COMPANY'S EXPRESSED PERMISSION. ALL RIGHTS OF INVENTION OR DESIGN ARE RESERVED. DESIGN: DRAWN: Bay County Transit, Panama City FL. InterClean Equipment RW XJ404FF Vehicle Wash System CHECK: APPR: PART NO: LY22-007_2 Plan View DESCRIPTION WEIGHT SCALE:1 / 50

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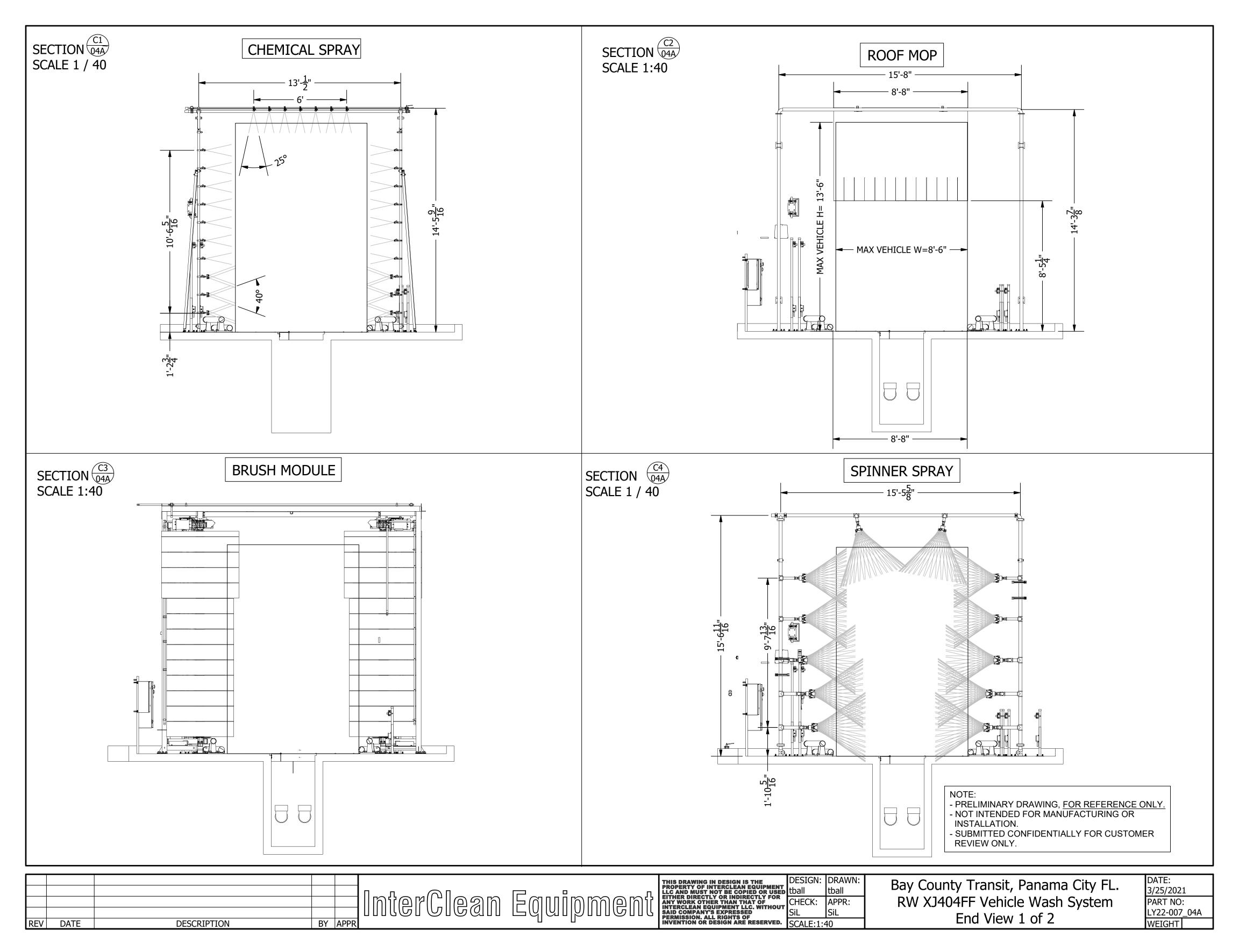
InterClean Equipment

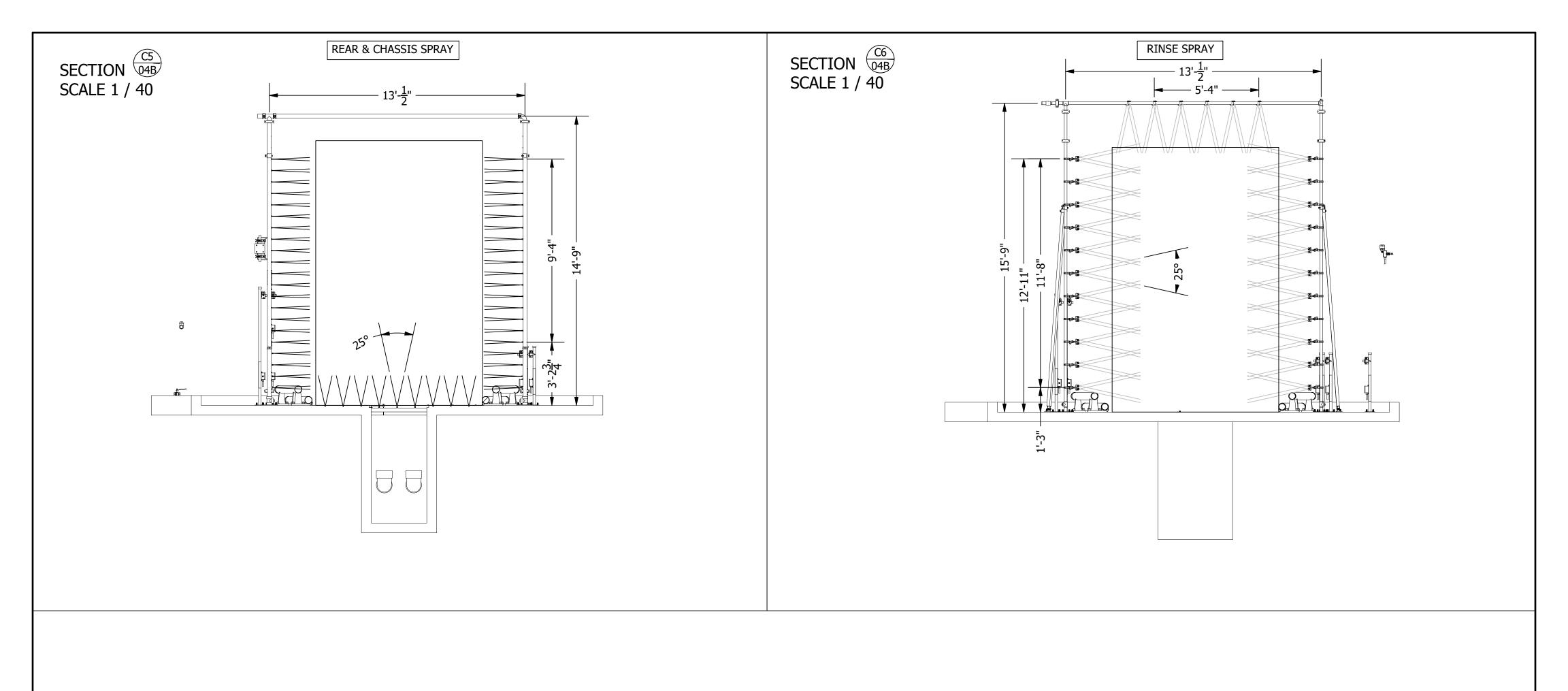
INSTALLATION.
- SUBMITTED CONFIDENTIALLY FOR CUSTOMER

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Bay County Transit, Panama City FL. RW XJ404FF Vehicle Wash System Side View DATE: 3/25/2021 PART NO: LY22-007_03 WEIGHT



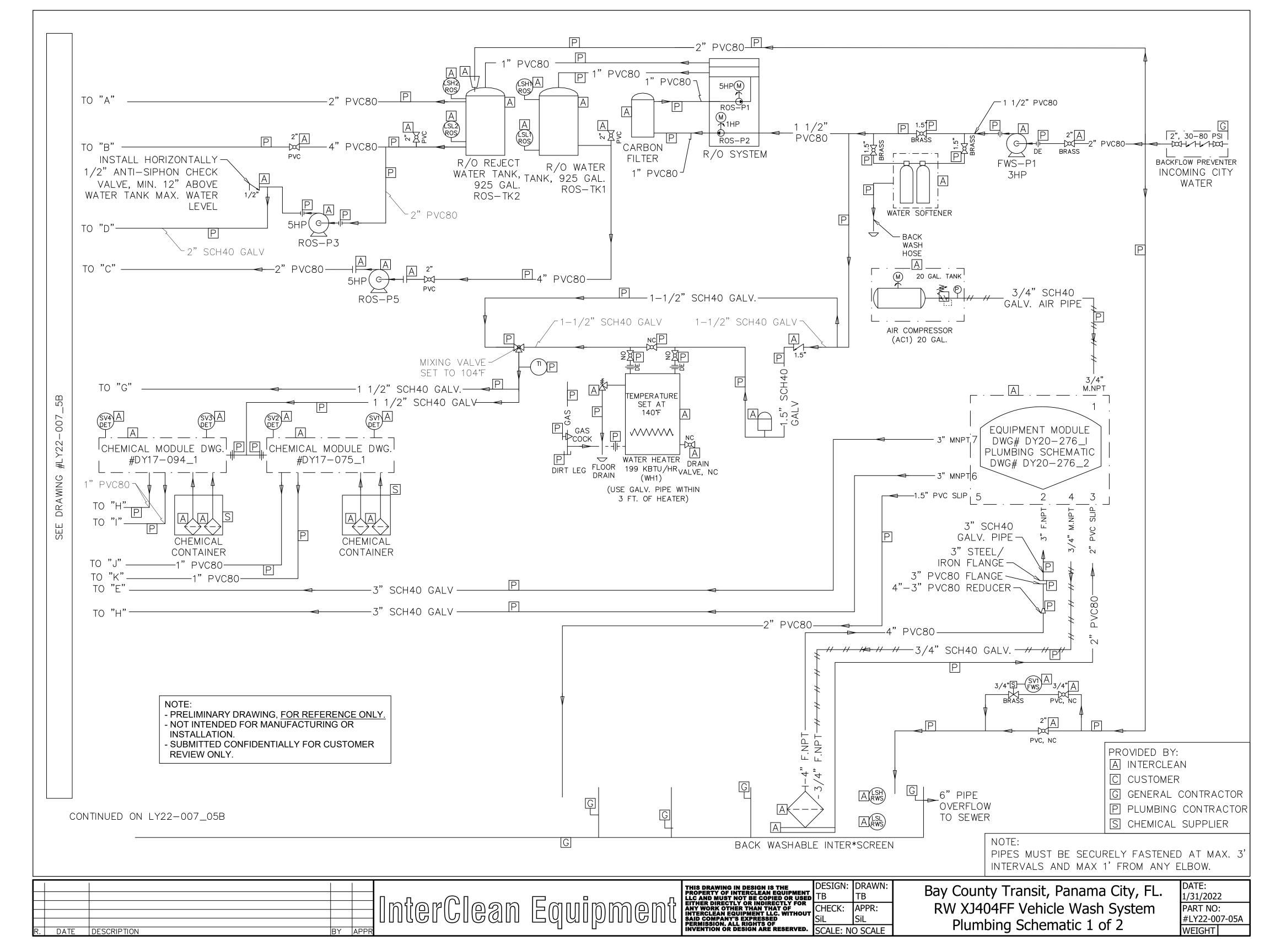


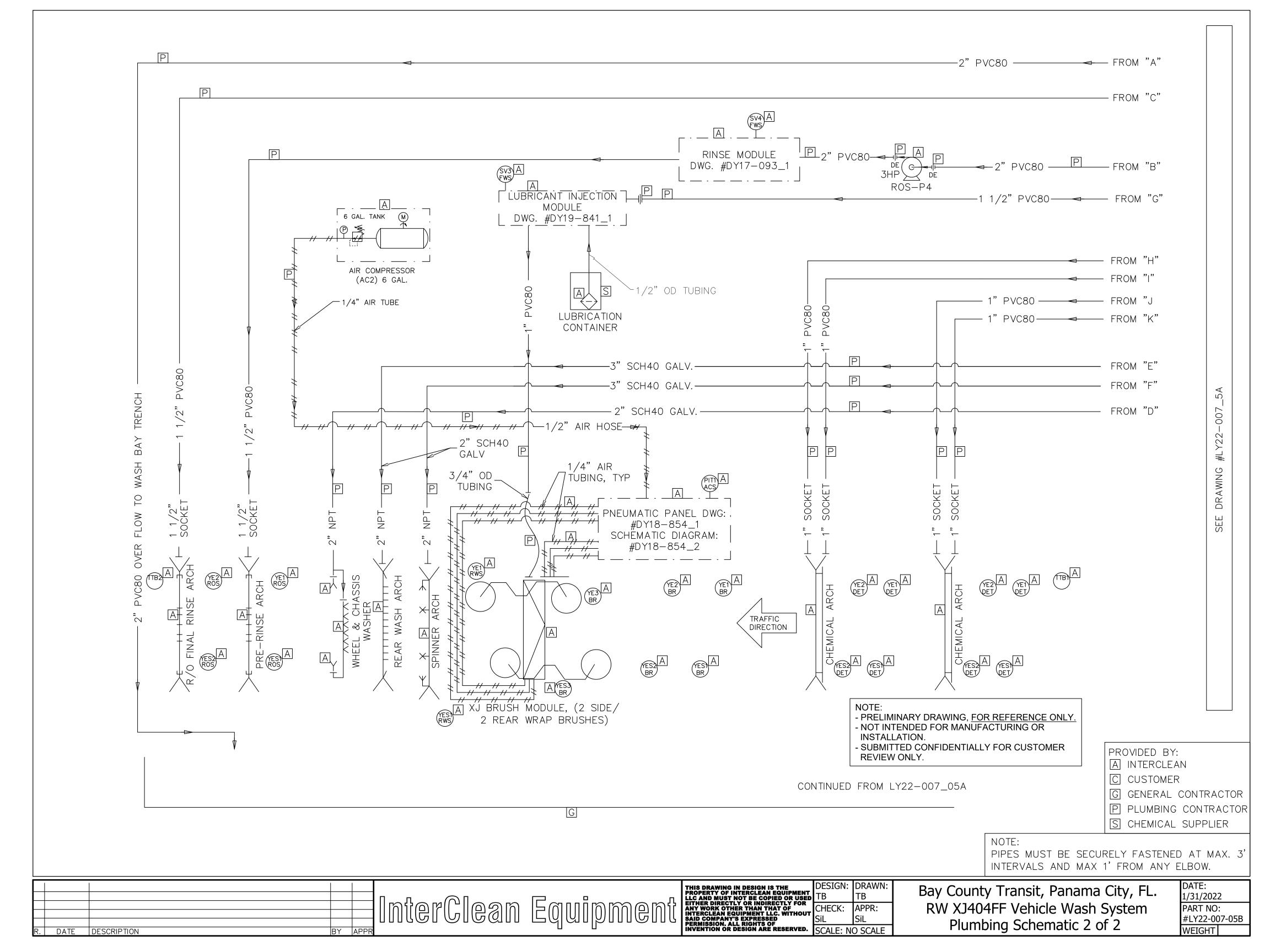
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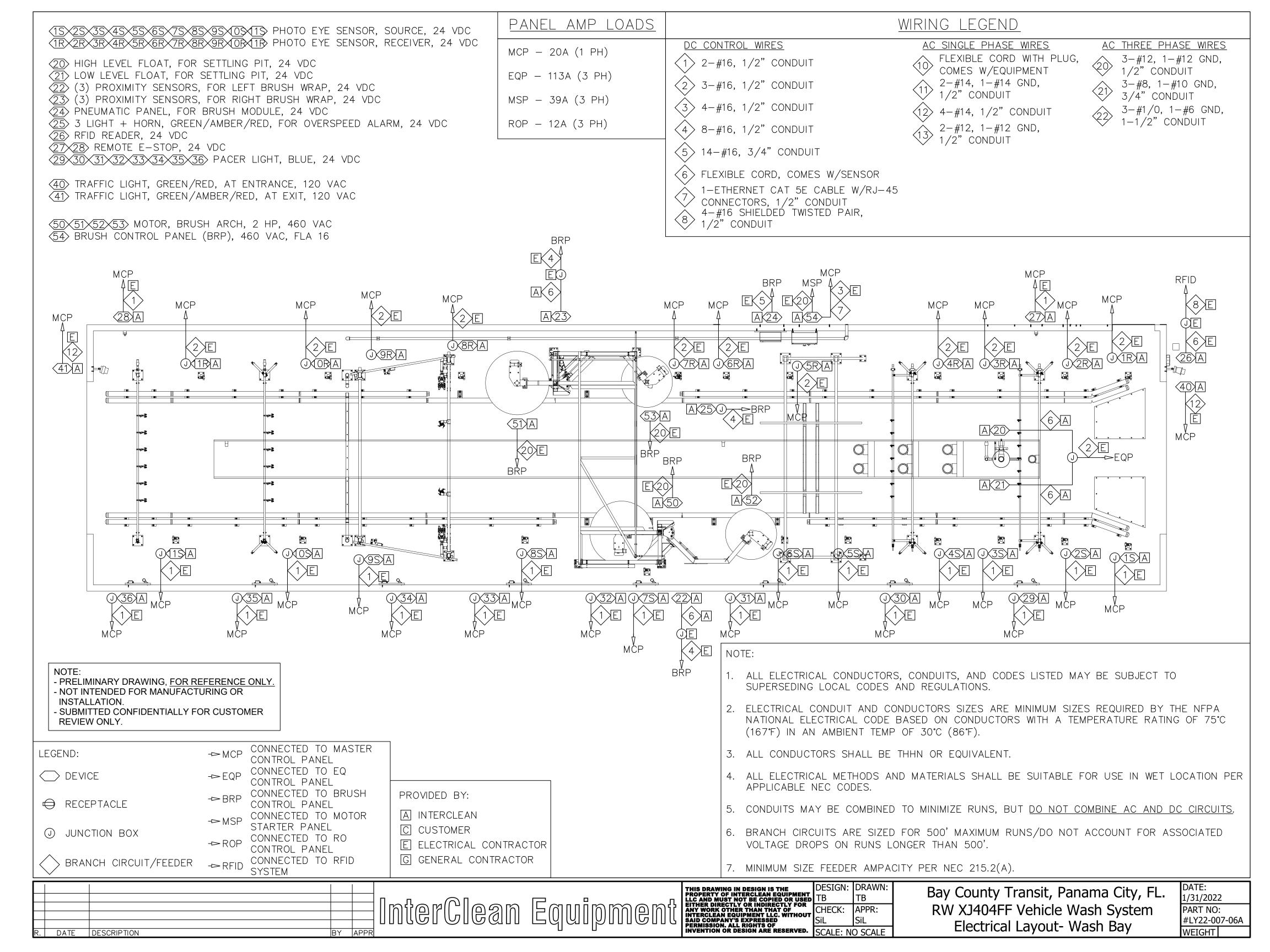
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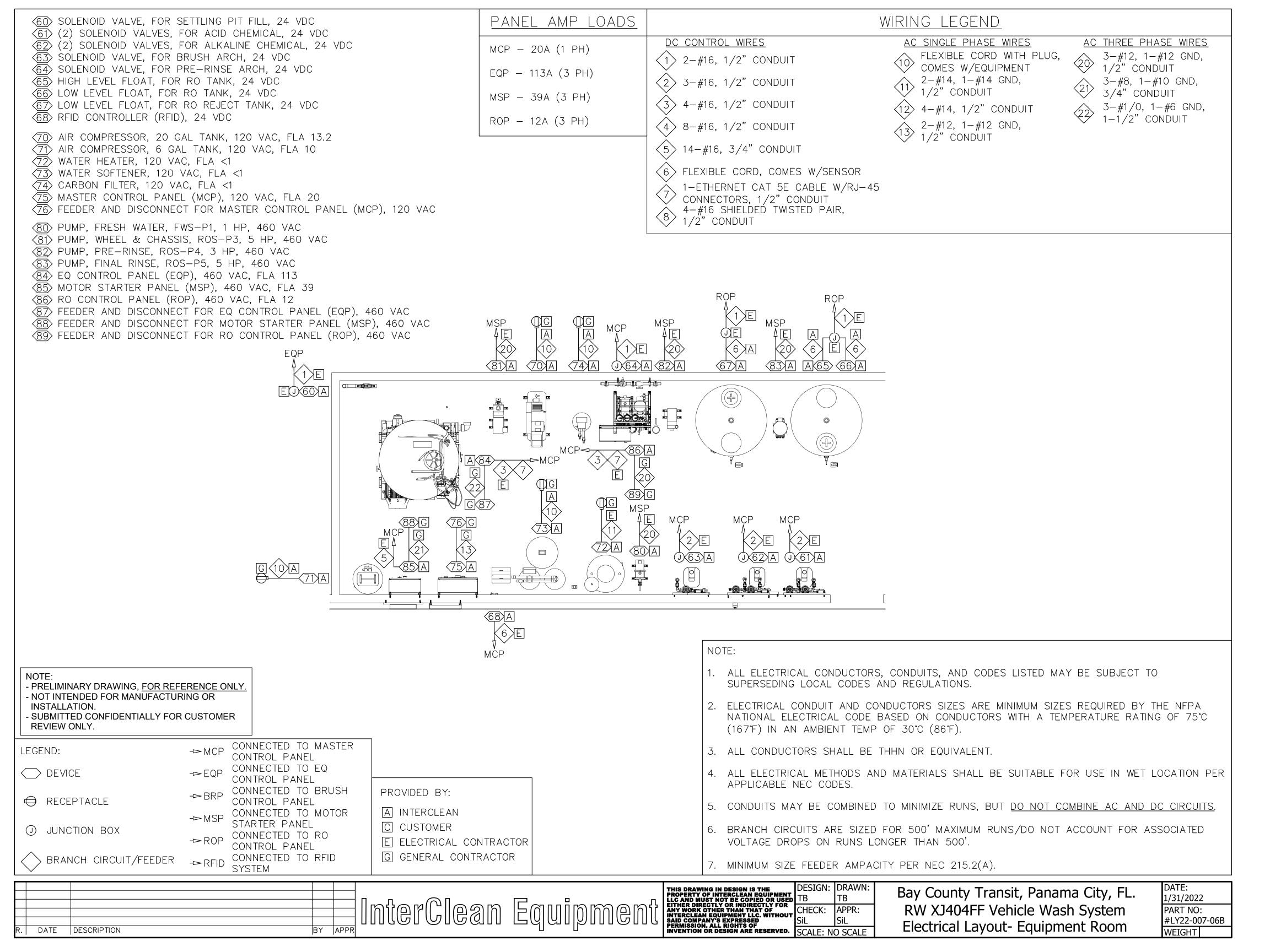
Bay County Transit, Panama City FL.
RW XJ404FF Vehicle Wash System
End View 2 of 2

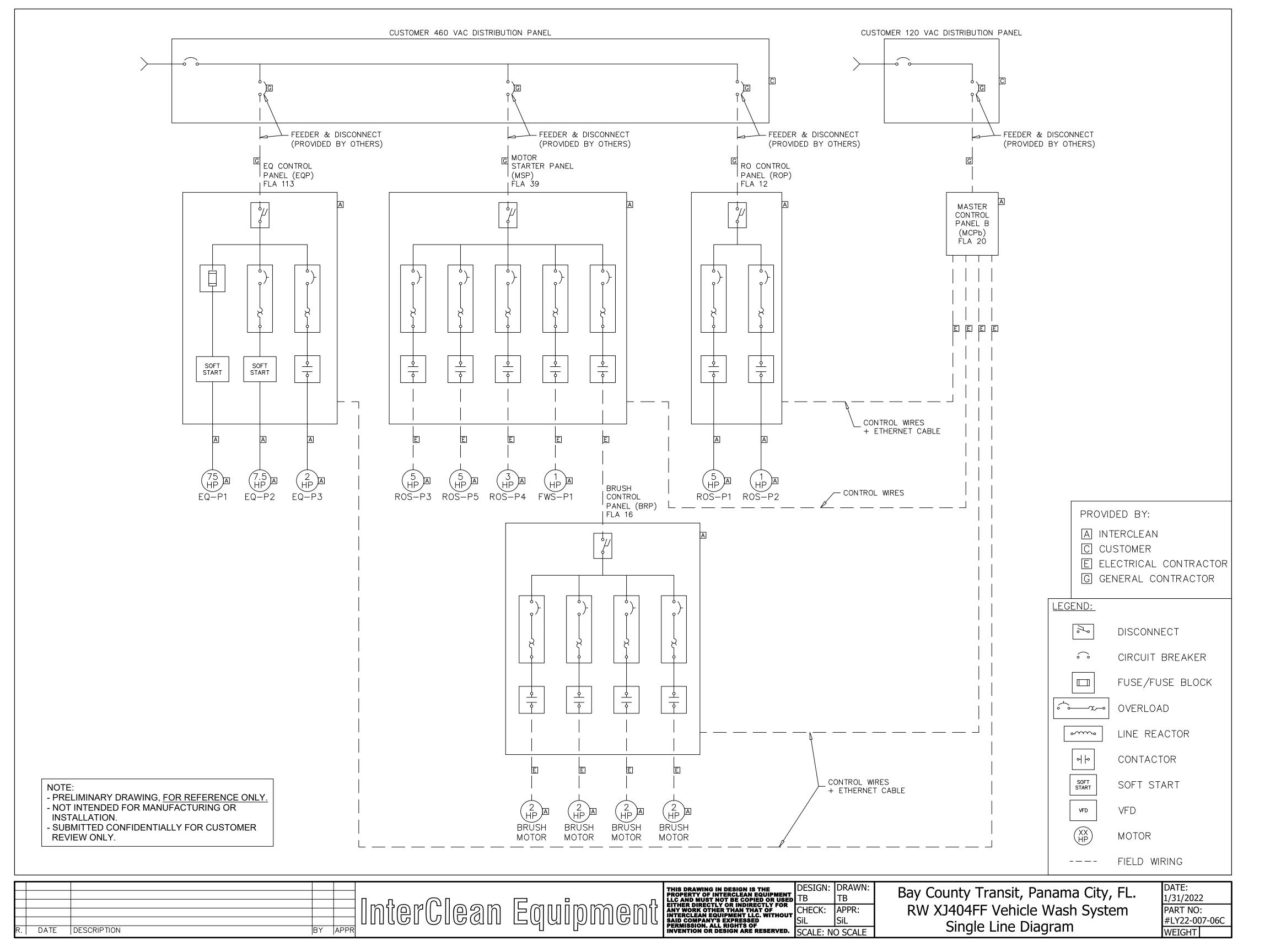
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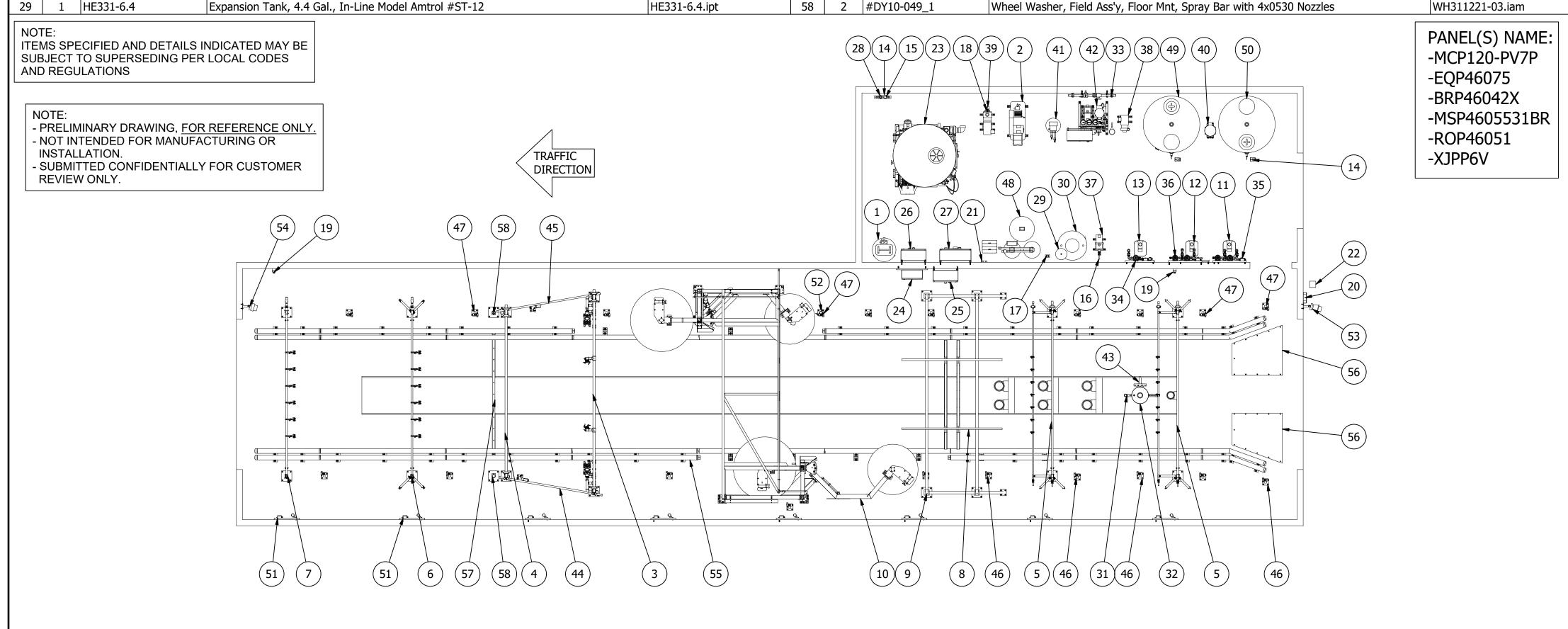












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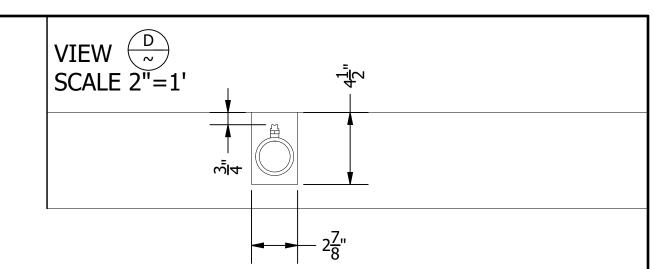
Bay County Transit, Panama City FL. RW XJ404FF Vehicle Wash System Equipment Layout DATE: 3/25/2021 PART NO: LY22-007_07 WEIGHT

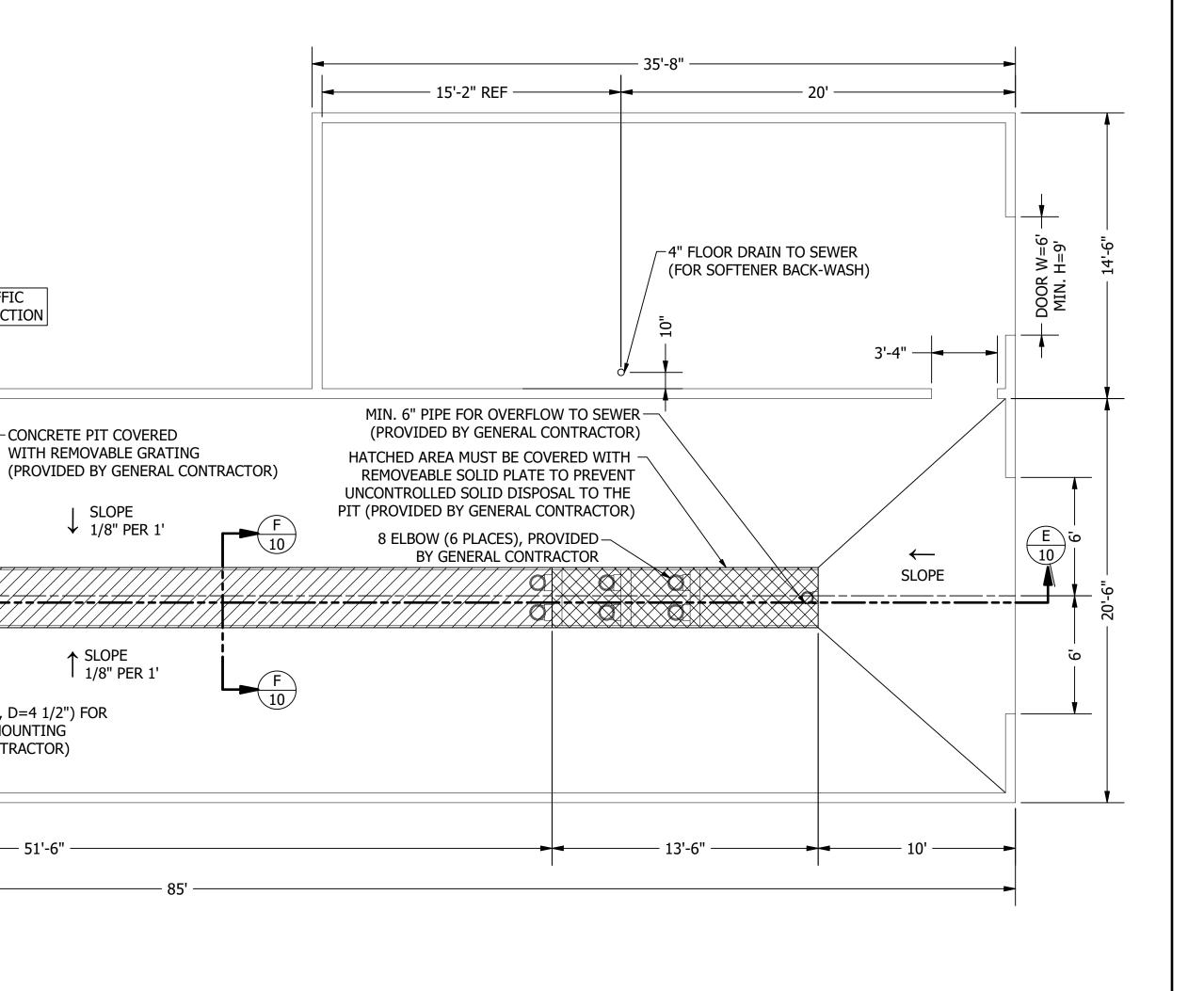
NOTE: NOTE: VERIFY THE DEPTH OF THE ELEMENTS EMBEDDED ALL WASH EQUIPMENT IS MOUNTED WITH ANCHOR BOLTS DRILLED INTO FLOOR. DESIGN MEASURES IN CONCRETE TO ENSURE SAFE INSTALLATION OF SHOULD BE MADE TO AVOID CONFLICTS WITH THE ANCHOR BOLTS; REFER TO FAB DRAWINGS SLAP EMBEDDED BUILDING COMPONENTS (PIPES, FOR ANCHOR BOLTS USED (FOR THE TIRE GUIDES, SLAB HEAT, RE-BAR, ETC.), CONCRETE SURFACE EQ MODULE, ETC.) REFER TO THE FOLLOWING PROTECTANTS AND ANCHOR BOLTS DRILLED INTO TABLE FOR CLEARANCE BELOW GRADE FOR THE FLOOR ANCHORING. NOTE: STANDARD ANCHORING CLEARANCE REF. TABLE THE WASH SYSTEM TEMPERATURE REQUIRED WASH BAY: MIN. 33°F DRILL HOLE DRILL HOLE DRILL HOLE ANCHOR EQUIPMENT ROOM: MIN. 33°F, MAX. 90°F **BOLT SIZE** MIN DEPTH MAX. DEPTH DIA 7/16" 1 3/4" 3 3/8" NOTE: 1/2" 9/16" 2 1/4" 4 1/2" THE CONCRETE MUST CURE FOR 27 DAYS BEFORE INSTALLING TIRE GUIDES 6 3/4" 3/4" 7/8" 3 3/8" NOTE: PRELIMINARY DRAWING, FOR REFERENCE ONLY. - NOT INTENDED FOR MANUFACTURING OR INSTALLATION. - SUBMITTED CONFIDENTIALLY FOR CUSTOMER REVIEW ONLY.

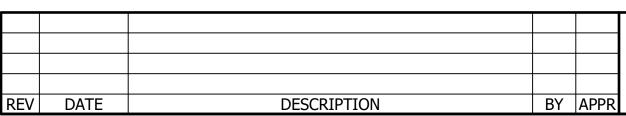
20'-6"

10'-3"

NOTE: CUT OR FORM CONCRETE GROOVE AND FORCE THE SPRAY BAR INTO THE GROOVE, PROVIDED BY GENERAL CONTRACTOR







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SLOPE

InterClean Equipment

GROOVE (L=10' 3", W=2 7/8", D=4 1/2") FOR

UNDERCHASSIS SPRAY BAR MOUNTING (PROVIDED BY GENERAL CONTRACTOR)

TRAFFIC **DIRECTION**

-CONCRETE PIT COVERED

SLOPE ↓ 1/8" PER 1'

↑ SLOPE 1/8" PER 1'

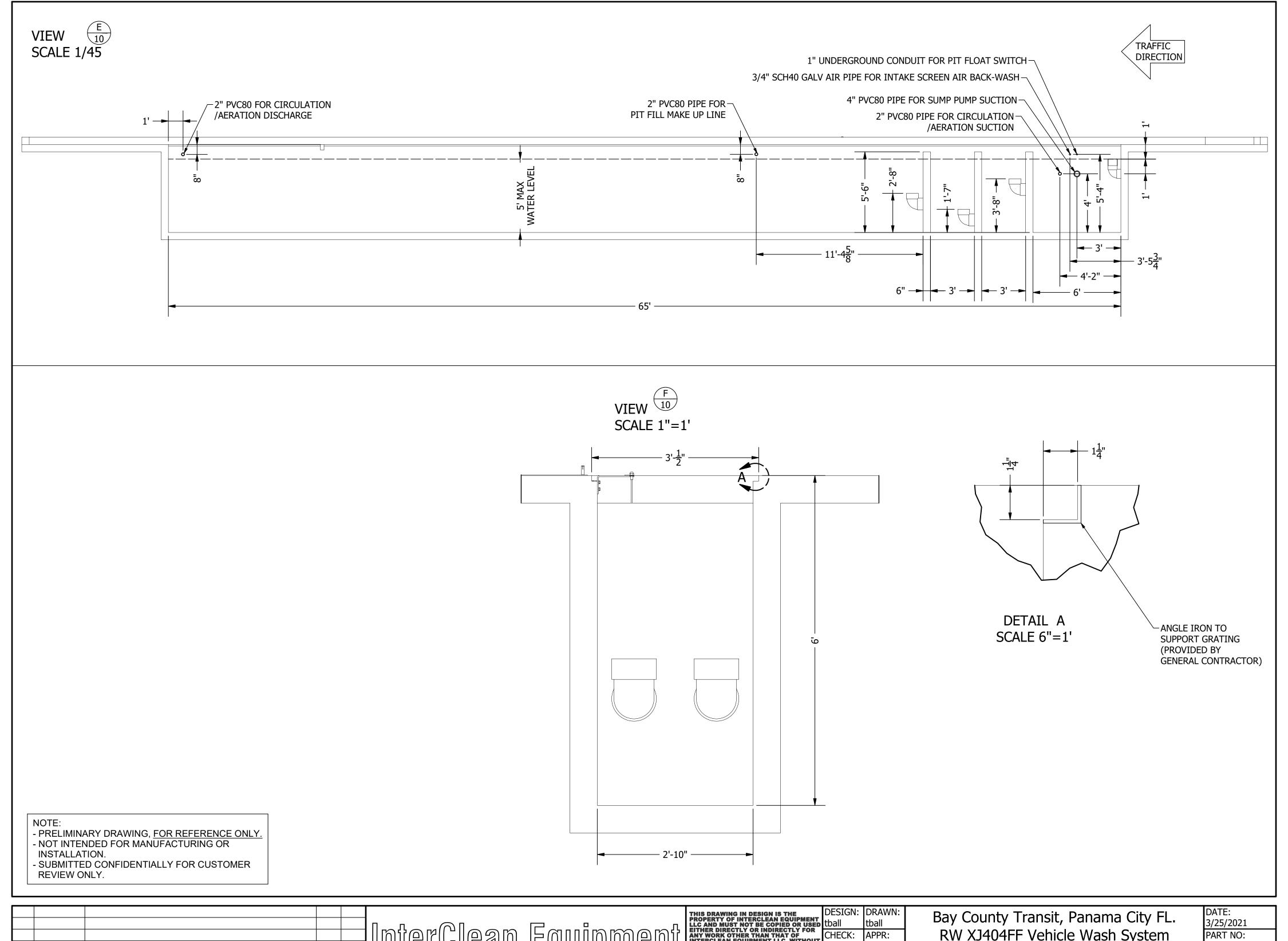
51'-6"

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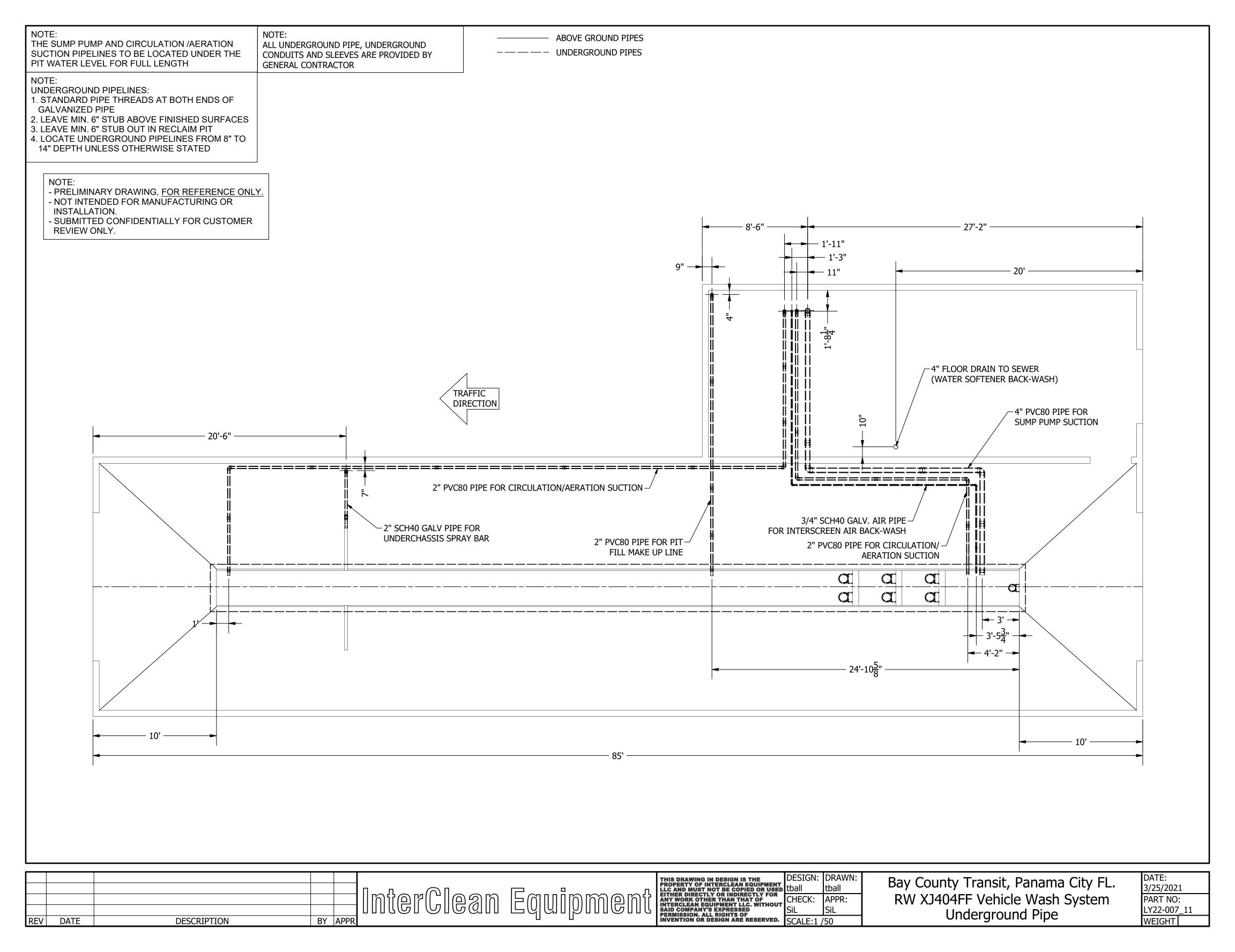
Bay County Transit, Panama City FL. RW XJ404FF Vehicle Wash System Concrete Layout

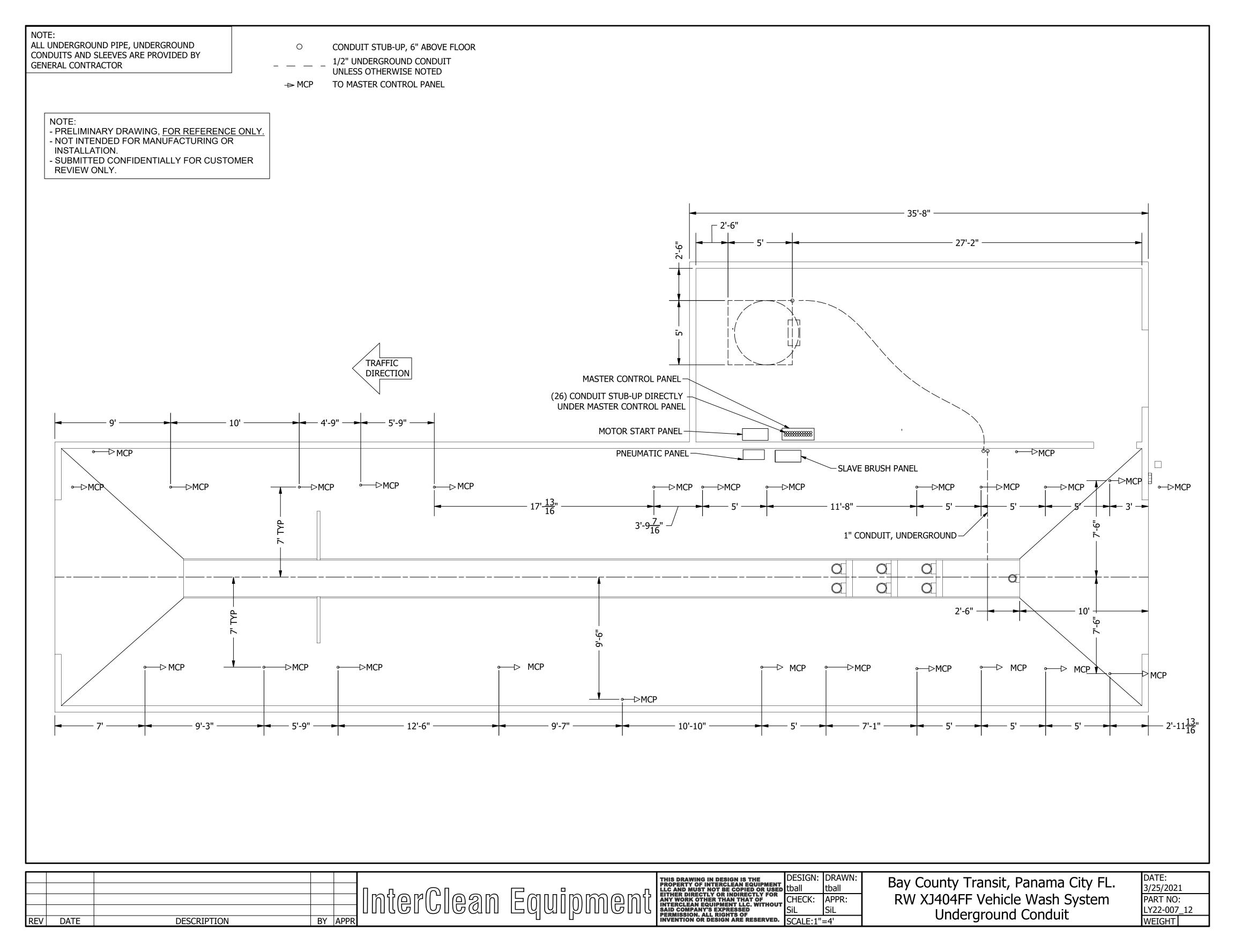
3/25/2021 PART NO: LY22-007_09 WEIGHT



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Rev10

EQUIPMENT WARRANTY

Page 1 of 1 May 2018

All equipment manufactured and supplied by **InterClean Equipment, Inc**. (hereafter "**InterClean**") has been tested and inspected at the plant and is warranted to be free from defects in material and workmanship. The following terms apply to this Equipment Warranty:

- 1. The warranty period granted by **InterClean** is twelve (12) months from the date of the commissioning or eighteen (18) months from the ship date whichever is shorter, with the following exception: CentriSpinners will be warranted for a period of (36) months from the ship date.
- 2. **InterClean** will replace any part that is defective due to improper material or workmanship. **InterClean** must be notified of any defect within fourteen (14) days of suspected failure. Purchaser, at their own cost, must return the part to **InterClean** for evaluation. A new part will be sent to replace the suspect part by **InterClean** or its representative. During this evaluation period the customer will be billed for the replacement part. If **InterClean** or the part manufacturer finds the suspect part to be defective, not as a result of neglect, abuse, or lack of recommended maintenance, and the part manufacturer issues InterClean a credit for the defective part, InterClean will credit the customer accordingly.
- 3. InterClean does not provide onsite labor for warranty repairs or replacements.
- 4. Any replaced equipment or part becomes the property of InterClean.
- 5. In the event of repair or replacement, this limited warranty is non-cumulative.
- 6. This warranty by **InterClean** shall not apply to equipment and parts subjected to abusive or improper use, accident, extended storage, neglect, or lack of maintenance. In order to uphold the validity of this warranty, the customer must maintain and be able to demonstrate detailed and verifiable documentation, including, but not limited to, maintenance logs, photos, etc., showing that all recommended maintenance procedures have been carried out as dictated by any of the following:
 - Standard industry practices
 - InterClean's Operation and Maintenance Manual for the equipment
 - The component manufacturer's use and maintenance manual(s), that take precedence over the InterClean O&M manual
- 7. The warranty by **InterClean** does not cover replacement or repair of any normal wear and tear on equipment or parts, including brush material both poly and foam, seals, nozzles, filters, bearings and other consumables.
- 8. InterClean will only pay the freight charges for domestic (48 Contiguous US states) ground. If the customer chooses to have the warranty replacement parts shipped by any other means they will pay for all charges. Any and all shipments outside of the Contiguous 48 States is freight collect.
- 9. **InterClean** shall not be liable for damages of any kind in connection with the maintenance or use of this equipment, including loss of profits and all claims for consequential damages.
- 10. The damages or failures caused by outside elements, force majeure (i.e. storms, lightning, fluctuation in the electric supply, dirt in the fresh water supply, or temperatures below 32 degrees Fahrenheit including adjustments made for wind chill factor are not under warranty.
- 11. This warranty shall be void if the equipment is used with cleaning chemicals containing hydrofluoric acid, ammonium bifluoride or other highly corrosive chemicals. InterClean will warrant the equipment if the chemicals used in the system are those recommended by InterClean.
- 12. If there is a problem with the equipment controller/computer, the warranty will follow the controller/computer manufacturers warranty terms. No additional programs or changes are allowed to the software without written approval by **InterClean**.
- 13. This warranty shall be void if the equipment is in any way modified, changed or altered without written approval by InterClean.
- 14. This warranty applies to the original purchaser only and is non-transferable.

Purchaser's	acknowledgement

Address: 709 James L. Hart Parkway, Ypsilanti, Michigan, USA 48197
E-mail: sales@mail.interclean.com Web Site: www.interclean.com

Phone: 734-961-3300 Fax: 734-961-0092



Domestic

Terms and Conditions

Attachment A

- 1. General. These terms and conditions of sale apply to all quotations and offers made by and purchase orders accepted by InterClean Equipment, LLC (hereinafter "InterClean"). To the extent that these terms and conditions conflict with or are different from those contained in any buyer purchase order or other procurement documents, these terms and conditions will control. InterClean specifically rejects any conflicting buyer terms. Buyer's acceptance or payment for the goods shall conclusively confirm agreement to these terms.
- 2. Quotations/Purchase Orders. All quotations expire after sixty (60) days and are subject to withdrawal at any time prior to acceptance. Quotations are solicitations for an order; all orders are subject to acceptance by InterClean.
- 3. Prices/Terms. All prices are FOB FACTORY (EX-WORKS on foreign shipments). InterClean will follow Buyer's reasonable instructions with respect to method of shipment and carrier. Terms for payment: 25% non-refundable deposit on order, 25% payment at drawing approval and the balance payable before shipping by wire. Amounts not paid when due will bear a late payment charge of one and one-half percent (1½%) per month or the maximum legal rate, whichever is less.
- 4. Submittals. All submittals provided by InterClean for review shall be returned within 8 days with any necessary revisions indicated on the submittal. If InterClean does not receive this submittal within this 8 day period, the submittal will be considered approved and any changes occurring after this time will be considered a change order. A maximum of 3 submittal revision cycles will be allowed. Anything past the third revision will incur administrative and engineering fees.
- 5. All change orders will contain charges for administration and engineering time.
- 6. Delivery. Delivery dates are estimates only. InterClean will make commercially reasonable efforts to meet delivery dates but will not otherwise be responsible for delays in delivery. Title and risk of loss passes to the buyer upon transfer of the goods to the carrier at the shipping point. Receipt of the goods by the buyer shall constitute a waiver of all claims for delay.
- 7. Force Majeure. InterClean shall not be liable for, nor be deemed in default by reason of, any failure or delay in performance where such delay or failure is caused in whole or in part by any act of God or the public enemy, law, regulations, or order of any government agency, riot, strike, or civil commotion, embargo, damage or delay in transportation, inability to obtain necessary labor or materials from usual sources, or other causes beyond the reasonable control of InterClean. In the case of delay due to any such cause, the date of delivery will be adjusted to reflect the actual length of time lost by reasonable delay.
- 8. Cancellations and Deferred Deliveries. Orders placed cannot be cancelled, nor can deferred deliveries of goods made up or in process be extended beyond the original delivery date specified, except with InterClean's written consent. InterClean will invoice at the original agreed upon ship date. Goods held for Buyer are held at Buyer's expense and risk, and shall be subject to charges for storage and handling at a rate of 0.01% per day of total project price.
- 9. Taxes. All prices are exclusive of any present or future sales, revenue, use, or excise tax, duties or similar charges, all of which shall be paid by Buyer, and may be added to the purchase price unless Buyer provides to InterClean appropriate certification of exemption.
- 10. Acceptance. Buyer shall accept or reject goods upon receipt. Failure to notify InterClean immediately in writing of nonconforming goods shall be deemed an unqualified acceptance. Any use of goods by Buyer, which are not related to acceptance testing, shall constitute acceptance.
- 11. Security. If Buyer fails to fulfill the terms of payment on any order, InterClean may defer all further shipments to Buyer until such payments are made, or may, at its option, cancel outstanding orders. InterClean reserves the right, even after partial shipment, to require from Buyer satisfactory security for payment and InterClean may suspend shipments until such security is furnished, and, at its option, may cancel the order.

- 12. Enforcement. Forbearance or failure of InterClean to enforce any of these terms and conditions or to exercise any right accruing from any default of the Buyer shall not affect or impair InterClean's rights in case such default continues, or in case of any subsequent default, and such forbearance or failure will not act as a waiver with respect to any other or future defaults of Buyer.
- 13. Warranty. InterClean warrants only the original Buyer and first user that goods of its own manufacturer will conform to InterClean's specifications, drawings and other specifications agreed to in writing to be applicable, and that the goods will be free from material defects and goods and workmanship. The warranty period granted by InterClean is twelve (12) months from the date of the commissioning or eighteen (18) months from the date of delivery, whichever is shorter. **InterClean** will replace any part that is defective due to improper material or workmanship. InterClean must be notified of any defect within fourteen (14) days of suspected failure. Purchaser, at their own cost, must return the part to InterClean for evaluation. A new part will be sent to replace the suspect part by InterClean or its representative. During this evaluation period the customer will be billed for the replacement part. If InterClean or the part manufacturer finds the suspect part to be defective, not as a result of neglect, abuse, or lack of recommended maintenance, and the part manufacturer issues InterClean a credit for the defective part, InterClean will credit the customer accordingly. InterClean does not provide onsite labor for warranty repairs or replacements. Any replaced equipment or part becomes the property of **InterClean.** In the event of repair or replacement, this limited warranty is non-cumulative. This warranty by InterClean shall not apply to equipment and parts subjected to abusive or improper use, accident, extended storage, neglect, or lack of maintenance. In order to uphold the validity of this warranty, the customer must maintain and be able to demonstrate detailed and verifiable documentation, including, but not limited to, maintenance logs, photos, etc., showing that all recommended maintenance procedures have been carried out as dictated by any of the following: a.) standard industry practice, b.) InterClean's operation and maintenance manual for the equipment, and c.) The component manufacturers use and maintenance manual(s), that take precedence over the InterClean operation and maintenance manual. The warranty by InterClean does not cover replacement or repair of any normal wear and tear on equipment or parts, including seals, nozzles, filters, and other consumables. InterClean shall not be liable for damages of any kind in connection with the maintenance or use of this equipment, including loss of profits and all claims for consequential damages. The damages or failures caused by outside elements, force majeure (i.e. storms, lightning, fluctuation in the electric supply, dirt in the fresh water supply, or temperatures below 32 degrees Fahrenheit – including adjustments made for wind chill factor) are not under warranty. This warranty shall be void if the equipment is used with cleaning chemicals containing hydrofluoric acid, ammonium bifluoride or other highly corrosive chemicals. InterClean will warrant the equipment if the chemicals used in the system are those recommended by InterClean. If there is a problem with the equipment controller/computer, the warranty will follow the controller/computer manufacturers warranty terms. No additional programs or changes are allowed to the software without written approval by **InterClean.** This warranty applies to the original purchaser only and is non-transferable. This is InterClean's sole warranty with respect to the goods delivered hereunder; no statement, representation, agreement, or understanding, oral or written, made by any agent, distributor, representative, or employee of InterClean which is not contained within this warranty will be binding upon InterClean unless in writing and executed by an officer of the InterClean. INTERCLEAN MAKES NO OTHER WARRANTY OF ANY KIND WHATEVER, EXPRESSED OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 14. Limitation of Liability. In no event will seller be liable for indirect, special, incidental, exemplary, or consequential damages of any kind sustained from any cause or arising out of any legal theory, whether contract, negligence, strict tort liability, or otherwise. In no event shall seller be liable to buyer in an amount exceeding the purchase price of the subject product. These limitations include any liability that may arise out of third-party claims. Any lawsuit by buyer against seller shall be filed within eighteen months from delivery of the subject product by seller. These limitations shall apply notwithstanding any failure of essential purpose or of any limited remedy provided herein.
- 15. Licenses. The application software program ("software") is a proprietary product of InterClean Equipment, LLC. and is protected by copyright laws and international treaty. In purchasing an InterClean system, you have been granted one licensed copy of the software. You may not make copies for any reason without the prior written consent of InterClean Equipment, LLC. Any modifications made to the software shall void all warranties with respect to hardware supplied or controlled thereby.
- 16. Privacy policy. InterClean Equipment, LLC. respects the privacy of information about you and your equipment. Data is automatically collected by the software. The data may include, but is not limited to, information related to the operation, timing, identification, and sequencing of water sensors, vehicle sensors, motors, and alarms. All data collected by the software becomes the exclusive property of InterClean Equipment, LLC. The data may be used for statistical analysis purposes with the intent of improving the operation of the equipment, developing preventative and predictive maintenance intelligence and may be aggregated for reporting, analysis, marketing and other activities.

17.	Disputes. The rights and liabilities of the parties arising out of or relating to this agreement will be governed by the laws of the state of Michigan; venue in any lawsuit between the parties will lie exclusively in state or federal courts in Michigan; and the prevailing party in such litigation will be entitled to recover all reasonable attorneys' fees and other expenses (in addition to statutory "costs" of litigation), including attorneys' fees and expenses in connection with any trial, appeal, or petition for review. InterClean excludes application of the U.N. Convention on International Sale of Goods.