



Rochem Americas, Inc.  
430 30th Street  
Hermosa Beach, CA 90254

Phone: 310-963-1478  
Fax: 310-371-5393  
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## Service and Support Agreement

Customer: Hall County  
Candler Road Landfill  
1700 Oakbrook Drive  
Gainesville, GA 30507

Vendor: Rochem Americas, Inc.  
430 30<sup>th</sup> Street  
Hermosa Beach, CA 90254

### Scope:

Vendor will provide telephone support and on-site support, service and training for the Rochem system at the Hall County Landfill as detailed in this agreement. The on-site support consists of a number of scheduled visits performed by a Vendor Service Engineer or Technician.

### Services Provided:

During each regular visit the following services will be performed:

- Visual inspection of the entire system
- Basic water analysis (conductivity, pH, temperature)
- Logging of Operating Parameters
- Scheduled service of pump, valves and gauges supplied with the system
- Scheduled service of filters (multimedia, cartridge, deacidification)
- Inspection of electrical controls, control panels, and components
- Removal and installation of any warranted parts needing replacement
- Instruction to operating staff as required
- Troubleshooting as required
- Other services may be provided at additional cost, with prior authorization

#### Performance while on site:

Vendor personnel will adapt, as much as possible, to the working time of the customer. All work will be performed in a workman like manner. While on Customer premises, all Vendor personnel shall comply with applicable Customer rules and procedures, and shall work courteously with Customer personnel.

#### Standard of Care

In providing these services, Vendor will act in accordance with the highest business and ethical standards, and will exercise the same degree of care and provide the same level of quality, responsiveness, and timeliness as would be provided by an independent service company.

#### Resources

Vendor will provide the services either through its own resources, those of its subsidiaries or affiliates, or through contract with other companies. Vendor warrants its personnel have the experience, knowledge, training, and skill required to provide the services.

#### Additional Services

The services and time covered under this service agreement are intended to allow for normal maintenance and operational support and some troubleshooting as required. Vendor will be pleased to offer other services relating to the system including repair/replacement of pumps, membranes and other components as well as control system troubleshooting and repair. All of these services can be performed on an as needed basis while the technician is on site. If the services requested cannot be performed during the regularly scheduled one-day visit, Customer will be billed for the additional labor and per diem charges.

#### Service Materials

All materials, cleaners, repair kits, and spares required to properly service the system will be billed to Customer unless provided from Customer stock.

#### Service Report

A detailed Service Report will be provided to the customer after each service call. The report will include:

Services performed

Inventory of consumables on hand

Explanation of the condition of the system

Recommendations, if any, regarding system performance

Recommendations, if any, regarding inventory of spares and consumables



### Service Visits

This proposal is based on:

- Four (4) scheduled visits (one per quarter)
- Six (6) unscheduled visits

During each calendar year of the agreement. Each scheduled visit and unscheduled visit is based on round trip travel time and one workday at Customer site.

Upon commencement of this contract, Rochem will contact Vendor to develop the schedule for each full year of the contract. The schedule may be modified if both parties are in agreement.

### Telephone Support

Vendor will supply a reasonable amount (up to 50 hours per year) of telephone support as part of the base rate for this agreement. There will be no additional billing for this telephone support.

### Service Charges

The billing for service under this agreement will be based on the then current published Rochem Service and Consumable Price List. The current price list is attached to this agreement. Customer will be advised at least 60 days prior to the modification date of changes to the published price list. The price list will be adjusted annually.

Service time is based on an 8-hour working day. Service visits will be billed in full-day or half-day increments. Time of less than four (4) hours will be billed at one half (1/2) of the then current day rate. Time over four (4) hours will be billed at the current day rate. Weekends, holidays, and call-outs with less than 24 hours notice will be billed at twice the current day rate.

In order to allow better budgeting, Vendor is offering a flat rate service fee of \$1,590.00 per visit for the first year of this agreement. This fee includes labor; travel time; per diem; and airfare or mileage. The total fee for each year is \$15,900.00 and will be billed in advance in quarterly installments of \$3,975.00 plus sales tax. This flat rate service fee may be adjusted for future years of the agreement.

If a service visit requires additional time beyond the base days (two for a scheduled visit), each additional day will be billed, along with the associated per diem charge, after the conclusion of the visit.

Due to our ongoing relationship, Vendor will offer a discount of 10% off of all consumable purchases from the price list current at the time of order.

After each service visit, an additional invoice may be generated to cover items not covered under the base charge for the service contract. These charges may include:

- Parts used that were not available in the customer stock
- Additional service days beyond the number included in the base charge
- Additional per diem charges

The discounted flat rate Per Diem for the first year of the agreement is \$215.00/day. This rate includes lodging, meals, and incidental expenses for each night spent away from the employee's home base. The Per Diem rate may be adjusted in future years of the agreement.

For service visits in excess of the scheduled visits in this agreement, Vendor will bill labor, travel and mileage as occurred. Labor will be billed at a preferred daily rate of \$1,200 per day.

In case of interruption or delay in the work not due to any fault of Vendor that requires the withdrawal of Vendor personnel, the resulting labor and travel costs will be charged.

All invoices issued under this agreement will be invoiced 30 days prior to the start of the quarter and due Net 30 days.

### Terms and Conditions

This agreement will begin July 1, 2023 and shall remain in effect for a term of 12 months. The agreement will automatically be renewed for successive 12-month terms thereafter until terminated by either Vendor or Customer.

The discount on consumables will begin immediately on signing.

In the event that Customer has overdue invoices for the service agreement, consumables or any other charges from Vendor, service visits may be stopped until all overdue amounts are paid. Consumables will not be sold at discount if there are any outstanding invoices more than 30 days old until the outstanding invoices are paid.

Either party may terminate this agreement by providing three (3) months written notice or as otherwise agreed by both parties. Termination shall not be effective until Vendor receives all payments and expense reimbursements due under the terms of the agreement. All payments and expense reimbursements due after the date of notice of termination and the effective date of termination shall be paid in accordance with this agreement.



Vendor Contact:

Jeffery Williams  
803-640-0089  
[jeff@rochemamericas.com](mailto:jeff@rochemamericas.com)

Locations where Service will be performed:

Hall County  
Candler Road Landfill  
1700 Oakbrook Drive  
Gainesville, GA 30507

Accepted for Rochem Americas, Inc.:

Signature: *Bernie Rieder*

Name/Title: C. Bernard Rieder, General Manager

Date: April 17, 2023

Accepted for Customer:

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_



Rochem Americas, Inc.  
426 30th Street  
Hermosa Beach, CA 90254

Phone: 310-374-0202  
Email rochem@rochemamericas.com

## Rochem Service and Consumable List Prices Effective January 17, 2023

### Personnel Charges

Standard (Daily) Rate	
Service Manager	\$1,470.00 / day
Sr. Technician	\$1,150.00/ day
Technician	\$975.00/ day
Sr. Engineer	\$1,600.00 / day
Jr. Engineer	\$1,200.00 / day

Time billed on a daily rate basis with a minimum charge of one half (1/2) day.

### Travel Charges

Travel time will be charged portal to portal from the employee's home base as follows:

- 10 hour Drive → \$1,000/day
- 5-10 hour Drive \$800/day
- <5 hour Drive → \$500/day

### Travel and Subsistence Expenses

Meals, and lodging are charges at cost plus 15% or negotiated flat rate

Mileage:                    IRS Standard per mile round trip

Consumables

<u>Part Number</u>	<u>Description</u>	<u>List Price</u>	<u>Unit</u>
21647 C	Cartridge Filter, 10 Micron, 2.5 x 20 Inch	\$159.00	Case (24)
A31934	Cartridge Filter, 5 Micron, 2.5 x 20 Inch	\$159.00	Case (24)
A31935	Cartridge Filter, 1 Micron, 2.5 x 20 Inch	\$159.00	Case (24)
06523	Cleaner AA, Pail	\$225.00	Pail (25l)
06524	Cleaner AA, Drum	\$1,870.00	Drum (210 l)
06526	Cleaner AA, Tote	\$8,800.00	Tote (1000 l)
06543	Cleaner B, Pail	\$250.00	Pail (25l)
06544	Cleaner B, Drum	\$2,039.00	Drum (210 l)
06546	Cleaner B, Tote	\$9,071.00	Tote (1000 l)
06553	Cleaner C, Pail	\$270.00	Pail(25 l)
06554	Cleaner C, Drum	\$2,200.00	Drum (210 l)
06583	ROPrep, Pail	\$825.00	Pail (25 l)
06584	ROPrep, Drum	\$6,500.00	Drum(210 l)
06563	Cleaner D, Pail	\$188.00	Pail (25 l)
06593	Defoamer, Pail	\$265.00	Pail (25 l)
06596	Defoamer, Tote	\$7,250.00	Tote(1000 l)

Membrane Elements

<u>Part Number</u>	<u>Description</u>	<u>List Price</u>	<u>Unit</u>
30251	TS Membrane Element, 75 bar, RO4L	\$3,125.00	each
30531	TS Membrane Element, 75 bar, RO6F	\$3,300.00	each
30251HP	TS Membrane Element, 120 bar, RO4L	\$3,475.00	each
30599L	TS+ Membrane Element, 75 bar, RO4L	\$3,400.00	each
30599F	TS+ Membrane Element, 75 bar, RO6F	\$3,575.00	each

Note: Service prices listed herein exclude any discounts applied for service contracts