



**City of North Port**  
**FINANCE DEPARTMENT/PURCHASING DIVISION**  
4970 CITY HALL BLVD  
NORTH PORT, FLORIDA 34286  
Office: 941.429.7170  
Fax: 941.429.7173  
Email: [purchasing@northportfl.gov](mailto:purchasing@northportfl.gov)



## **NOTICE OF INTENT TO AWARD A SOLE/SINGLE SOURCE PROCUREMENT**

**Sole/Single Source No: SS NO. 26-63**

**Date Posted: March 2, 2026**

**Written Response Due Date: March 9, 2026**

**This is not a formal solicitation and there are no submissions required.** The proposed contract action is for product or services for which the City intends to negotiate and award with only one contractor/vendor under the authority of and in accordance with Florida State Statute 287.057(5)(c). Any responses received as a result of this Notice of Intent shall be considered solely for the purpose of determining whether to conduct a competitive procurement. Responses will not be considered as proposals, bids, or quotes.

- **DESCRIPTION OF SERVICE/PRODUCT: CO2 SYSTEM BOOSTER PUMP MAINTENANCE**
- **AMOUNT** (This is an acquisition with an estimated value of): **\$12500.00**
- **VENDOR: ENVIRONMENTAL EQUIPMENT SERVICES**

Interested firms or individuals may identify their interest and capability to respond to the requirement by submitting in writing their name, address, point of contact, telephone number, e-mail, and a statement regarding capability to provide the specified procurement per the attached specifications. Interested firms will be considered only if they respond with clear and convincing documentation that they are capable of meeting or exceeding the requirements stated herein. All responses received within seven (7) calendar days after the date of publication of this synopsis will be reviewed by the City. A determination by the Procurement Manager not to compete this proposed action based on the responses to this notice is solely within the discretion and approval of the Procurement Manager and City Manager.

All sole/single source purchases exceeding the formal threshold indicated in the policies and procedures manual will require Commission Approval.

All responses must be in writing and returned to **ATTENTION: PURCHASING**, City of North Port, 4970 City Hall Boulevard, Suite 337, North Port, Florida, 34286 or by: Fax 941-429-7173, or by e-mail [purchasing@northportfl.gov](mailto:purchasing@northportfl.gov). Note the number of the Sole Source Information inquiry on documentation.

Information regarding this Intent may be viewed and downloaded from DemandStar's website at [www.demandstar.com](http://www.demandstar.com). Links to DemandStar are also available from the City website at [www.northportfl.gov](http://www.northportfl.gov). This Notice of Intent is posted on the City FTP site at <https://northportfl.gov/files>. If you have any questions, concerns, or problems accessing this request using the link, please contact Michael White, Contract Administrator I, at 941.429.7174. Request for additional information or clarification regarding the specifications must be sent via facsimile to 941.429.7173 or via email to [purchasing@northportfl.gov](mailto:purchasing@northportfl.gov). No verbal requests will be honored.



# Procurement Request

## City of North Port

### Request

**Request Type \***

Sole/Single Source/Standardization

**Capital? (?)** No  Yes**PRR-EX (?)** Yes**FY \***

2026

**Type code \*****Preparer**

Karen Nix

**Pre-Director Approver(s) (?)**

	Name
1	Michelle Tipp

**Department \***

UTILITIES

**Division(s)**

WATER

**Commission Meeting? \*** Yes  No**Commission Override (?)** Yes  No**Purchase****Payment Method \*** Visa Purchase  Purchase Order**Purchase Type \*** Single Purchase (current FY)  
 Blanket Purchase (current FY)**Purchase SubType \*** None  Change Order  
 Amendment**Description \***

CO2 System Booster pump change 2 days of onsite service time for Chart/BIG technician on-site to perform annual site inspection on CO 2 storage tank, controls, both CO2 transfer systems, booster pump and test operation. Service also includes O&M training for City staff.

Section 2-407 of the City of North Port Procurement Code provides guidelines for determining if good(s) or service(s) is/are a sole/single source. **All Sole/Single source requests will be posted on DemandStar & the City's Purchasing site for seven (7) calendar days.**

**Exemption Explanation (?) \***

Any replacement part must be compatible with existing equipment. Utilities has standardized to EES/chart brand for all. EES is the only authorized distributor of these parts for the municipal market in this region.

**Steps taken to verify these goods and/or services are not available elsewhere (?) \***

We got a sole/single source letter.

**Other vendors that were contacted (?) \***

N/A

**Grant? \*** Yes  No**Technology Related? (?) \*** Yes  Renewal  No**Exemption****Reason \***

Attach documentation from the manufacturer certifying the vendor selected is the only distributor/dealer/contractor for the products or services in question and/or holds the production, unique capability, copyrights, trademark, and/or patent to the item, and check the following applicable statement(s):

Patent, copyright or unique design restrictions. (Sole Source)

Proprietary rights in technical data and/or product formulations (e.g. cleaning compounds, lubricating oils, paint, etc.), which can only be determined through extensive laboratory analysis and examination. (Sole Source)

Only producer, such as utility supplier or construction material supplier, that will meet the specialized needs of the department or perform the intended function. (Sole Source)

Direct replacement parts, equipment or supplies that must be compatible with original equipment already installed but available only from the original equipment manufacturer. Most manufacturers have more than one dealer or distributor for their products. When this is the case, competition between dealers and/or distributors may be possible, eliminating the "sole or single source" restriction. (Single Source)

When tests and/or demonstrations of equipment, supplies, part, etc. under actual operating conditions reveal superior quality, performance, design or other characteristics in a brand product(s), which is available from only one source. Testing must be performed as often as practical. (Single Source)

Purchases for a brand product are to be made from one selected supplier, even though there are other suppliers that provide similar products. Options, such as pricing, availability, servicing, have been vetted and a supplier has been chosen that best meets the City's needs. (Single Source)

Maintenance, repair services or warranty which require specialized test equipment, procedures, and technical expertise available only from the original equipment manufacturer or authorized/licensed dealer/field service representative. (Single Source)

The part(s)/equipment are required to permit standardization and operating efficiencies within the organization and the parts and equipment are only available through a sole or single source. If competition is available, the parts and equipment must be competed. For brand-specific items, quotes should still be obtained. (Standardization)

Other: None or some of the above apply. Provide detailed justification below.

**Explanation \***

**Supporting backup \***

Click the Preview icon or right click link and select open in new tab or window to avoid downloading.

Sole Source Letter - EES.pdf

596.38KB

**DemandStar**

For Purchasing Division

**Date Posted**

**Sole/Single Source Number      Effective Date      Expiration Date**

**Purchase Details**

**Line Items**

Item #	Description *	Unit of Measure	Quantity *	Unit Price *	Subtotal
1	2 days of onsite service time for Chart/BIG technician on-site to perform annual site inspection on CO 2 storage tank, controls, both CO2 transfer systems, booster pump and test operation. Service also includes O&M training for City staff.	\$\$	12,500.00	\$1.00	\$12,500.00

**Shipping (?) \***      **Total Charges**  
 \$0.00      \$12,500.00

**Accounts (?)**

	Dept *	Account # (?) *	Project #	Amount *
1		420-6061-533.46-11		\$12,500.00

**Total Payments**  
 \$12,500.00

**Comments to Budget (?)**

**Backup Attachments**

Click the Preview icon or right click link and select Open link in new tab or window to avoid downloading.



**Additional Backup**

Related NavLine Req, price sheet, quote, drawings, specifications, risk waiver, etc.

46-11.Co2.System.Maintenance.\_1update quote rev1.pdf

1.16MB

**Vendor Details**

**Vendor Information** (?)



Except for Emergency purchases, vendor MUST already be setup as a vendor in NavLine.

**Vendor Name \***

ENVIRONMENTAL EQUIPMENT SERVICES

**Vendor Number \***

8508

**Vendor Name CST**

**Contact**

**Vendor Email**

[jm@ees-fl.com](mailto:jm@ees-fl.com)

**Remittance Address**

3616 HARDEN BLVD #337, LAKE LAND, FL 33803

**Phone**

863-450-3595

**Vendor Documentation Current** (?) \*

Yes  No

**Risk Documentation Current** (?) \*

Yes  No  Waiver Attached

**YTD Expenses** (?)

**Department Inclusive** (?) \*

\$12,500.00

**City Inclusive** (?) \*

**Highest Approver** (?) \*

FD and CM will be skipped on the back end, as needed.



**Re:** City of Northport, FL  
4970 City Hall Blvd,  
North Port, FL 34286

### Sole Source Letter

Chart Inc is the manufacturer of cryogenic storage and feed system equipment for both water and wastewater plants. Chart Inc only sells its proprietary equipment, parts and factory trained rebuild services through sole-source Representatives to municipalities in Florida.

Chart has over 50 years of cryogenic experience with products ranging from large liquefaction plants and bulk storage tanks to small liquid cylinders all manufactured within the USA. Chart designs and manufactures highly-engineered systems used in the production, storage and end use of all types of cryogenic gases; including carbon dioxide, nitrogen, oxygen, argon, hydrogen, LNG, ethane and ethylene. Chart employs a very talented team of engineers, sales and marketing and customer service to support all our customer's needs.

Your local Chart Inc Sole-Source Representative for Florida: Environmental Equipment Services (EES) is the sole supplier for all original manufactured parts, equipment, and rebuild services.

Sincerely,

*Michael Sylla*

**Mike Sylla** | Strategic Account Manager, Water Treatment Systems

Chart Inc.

407 7<sup>th</sup> Street NW | New Prague, MN 56071 | USA

Mobile: +1 608 780 8157

[Michael.sylla@chartindustries.com](mailto:Michael.sylla@chartindustries.com) | [www.chartindustries.com](http://www.chartindustries.com)



February 16, 2026

To: City of Northport  
6644 W Price Blvd  
North Port, FL 34286  
Attn: Michael Drennan  
Re: Northport CO2 System Booster Pump Change Order Proposal rev2

Please see the equipment and services proposal listed below which shall be per Environmental Equipment Services LLC (EES) terms and conditions of sale located at the end of this document.

**Labor to Provide Annual Inspection and Testing Services for CO2 Transfer System:**

2 days of onsite service time for Chart/BIG technician on-site to perform annual site inspection on CO 2 storage tank, controls, both CO2 transfer systems, booster pump and test operation. Service also includes O&M training for City staff. Pricing includes travel, mobilization, hotel, expenses and per diem.

Please Note: Any components identified as needing replaced while the technicians are onsite will be quoted after the first day of inspection as well as options available for expedited freight and any additional installation costs as recommended. City approval will be required prior to ordering parts or additional services once onsite beyond the scope listed above

Your Total Cost for Equipment Listed above, with no sales tax included is:  
\$12,500.00

EES Terms and Conditions

1. We do not include sales tax, pressure gauges, anchor bolts, conduit, tools, toolboxes, lubricants, installation, spare parts, control panels or any other items which are not specifically called out in this scope of supply.
2. Under no circumstances will EES, LLC or its suppliers be liable for any incidental, consequential, liquidated or late delivery damages whatsoever.
3. Payment terms are per the EES, Chart's and City of Northport's standard terms and conditions
4. Payment terms are 100% net 30 days after factory inspection has been performed with any unpaid balance 30 days past due being subject to interest at 1-1/2% per month being added to the unpaid balance, with approved credit.
5. The following lead times are estimates only based on market conditions at the time of the proposal and are conditional on acts of force majeure outside of the company's control.
  - Estimated Time for Inspection Coordination: 4-8 weeks after receipt of equipment

A handwritten signature in blue ink, appearing to read 'Cory N. Peavy', is written over a light blue circular stamp.

Cory N. Peavy - President  
Environmental Equipment Services, LLC  
C(863)640-0201

**WARRANTY DISCLAIMER. BLUEINGREEN MAKES NO WARRANTY NOR REPRESENTATION, EXPRESS OR IMPLIED, REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, OR PERFORMANCE OF THE EQUIPMENT OR OF ITS MATERIAL OR WORKMANSHIP. Customer agrees that Equipment has been selected based upon Customer's own judgment and knowledge and Customer is aware of the malfunctions which are inherent in the operation of such Equipment. Customer is also aware that because of the electrical nature of the Equipment, its use involves a risk of fire. Customer therefore agrees that with respect to any failure or defect in the Equipment, BlueInGreen shall not be responsible for:**

- a) Any personal injury or property damage.
- b) Any loss or alteration of the data contained on storage disks or the internal memory of the Equipment.
- c) Any incidental or consequential damages, including the loss of anticipatory profits.
- d) The compatibility, unsuitability or incapacity of the Equipment or the operating software to perform with any applications software used.

**APPROVAL & ACKNOWLEDGEMENT**

All Goods and Services will be invoiced at the time of completion, at which time the customer accepts full responsibility. At times, down payments or progress payments may be required, for which a schedule will be included. A valid purchase order is required to secure all goods and services.

**This Quotation is Subject to the Attached Terms and Conditions**

*Upon acceptance of the attached Chart International Terms & Conditions, stated pricing and provisions set forth in this document, please acknowledge your approval with a signature below, and provide a purchase order number. FAX completed and approved quotations, along with a copy of the purchase order to 952-758-8293, or email scanned copies to your Chart contact.*

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

Printed Name:

Purchase Order Number: \_\_\_\_\_

Date Authorized:

*Chart International will process this order upon receipt of this signed document and a valid purchase order. Acknowledgement of this order will be confirmed by the signature below and returned to the customer:*

**THANK YOU FOR YOUR BUSINESS!**

## **ORDER CANCELLATION POLICY**

### **Cancellation of Contracts and Unique Orders:**

Due to Chart Inc.'s lead-time and monetary requirements required to order materials for customer orders, it is necessary to enforce a monetary fee for all cancelled orders and contracts. If the materials are unique for the customer in type of volume, the customer is required to pay 100% of the value of the materials in production, stock and on order that cannot be cancelled. In this case, we will gladly ship all of the materials to them at their expense. The value must be paid in full before materials will be shipped.

At Chart's discretion, if it is possible to readily use the materials for other orders or products, the customer will be charged 50% of the value of the materials in stock or on order (which cannot be cancelled with the suppliers)

### **Cancellation of Orders in Production:**

For orders which have already started production, the customer will be required to pay a minimum 50% order cancellation fee on standard Chart/MVE part numbers. If the product is unique for their customer specifications, they will be charged 100% of the value of the materials in production.

### **Cancellation of Complete Orders:**

At Chart Inc.'s discretion, for items which have completed production, the customer will be required to pay 100% of the quoted price on non-standard products as an order cancellation fee.

### **Cancellation of Services:**

For service orders which have already been accepted & acknowledged, the customer will be required to pay 100% all fees associated with cancellation of travel reservations, rental equipment, installation materials, supplies, freight and any other associated costs.

## Chart Water Terms & Conditions of Sale

**1. General** The terms and conditions contained herein, together with any additional or different terms contained in the final, written proposal issued by Chart International, Inc. ("**Chart**"), and submitted to Buyer, if any (which proposal shall be incorporated herein and control over these terms and conditions to the extent it contains any conflicting terms and conditions), constitute the entire agreement (the "**Agreement**") between the parties with respect to the subject sale. Acceptance by Chart of Buyer's purchase order and Buyer's acceptance of Chart's proposal is expressly limited to and conditioned upon Buyer's acceptance of these Terms & Conditions of Sale, which may not be changed or waived except in writing signed by Chart. Any additional, inconsistent or different terms and conditions contained in Buyer's purchase order or other documents supplied by Buyer are hereby expressly rejected. Unless the context otherwise requires, the term "**Equipment**" as used herein shall mean all goods, equipment, parts, accessories, and software sold to Buyer by Chart. Unless the context otherwise indicates, the term "**Services**" as used herein shall mean labor, supervision, repair, installation, refurbishment, reconditioning, and project engineering services provided by Chart. As used herein, the term "**Buyer**" shall mean only the party issuing the purchase order to Chart for Equipment or Services, regardless of whether or not the Buyer is the end user of the Equipment or Services.

**2. Payment Terms and Invoices** Payment terms are net 30 days, except that all payments made by credit card are due at the time of order placement. Amounts not paid by Buyer when due shall bear interest from the date payment was due to and including the date of payment at the rate of 3.0% per annum, or at the maximum rate permitted by applicable law, whichever is less. Payment of interest shall not excuse delay in, or failure of, payment of principal. Any checks returned for non-sufficient funds and any stopped or reversed payments shall be subject to a fee. If required by Chart, Buyer will cause an irrevocable letter of credit to be established in favor of Chart on a bank approved by Chart. Chart is entitled to charge any costs associated with the letter of credit to Buyer's account. Performance schedules are conditional upon receipt of the letter of credit within 30 days of award. Buyer agrees to furnish Chart with any requested credit information. Buyer's credit limit will be set at Chart's sole discretion and may be modified at any time based upon Buyer's credit risk as determined by Chart. In the event that Buyer's credit risk increases or Buyer fails to pay timely, Chart may suspend performance and/or require alternate payment methods. Buyer shall notify Chart of any items disputed in good faith relating to an invoice within 15 days after the invoice date in writing specifying the nature of the disputed item, but in no event is Buyer entitled to withhold or set off any invoiced amounts without Chart's prior written approval. In the event it becomes necessary for Chart to refer Buyer's account to a third party for collection or for Chart to take other enforcement action of this Agreement against Buyer, Buyer agrees to pay any and all attorney and arbitrator fees, lien filing fees, collection costs and legal expenses associated therewith incurred by Chart.

**3. Taxes** Federal, state, local, value added, sales and use, and other applicable taxes measured on the price of Equipment or Services in any legal system by any taxing authority are not included in the price unless otherwise agreed in writing by Chart. Notwithstanding anything to the contrary herein, the price and Delivery schedule of Equipment or Services may be equitably adjusted by Chart for the imposition of new or increases in existing tariffs or limitations on imports of aluminum, steel and other commodities and variations in labor and other costs and delays associated with those causes.

**4. Time Limit** All quotations are valid for a period of 30 calendar days, unless otherwise extended in writing by Chart. If this Agreement is delayed or suspended in whole or in part by Buyer for more than 60 days, pricing shall either be subject to re-negotiation or the Agreement may be deemed cancelled for Buyer's convenience and subject to Section 16, at Chart's sole option.

**5. Acceptance** Acceptance of Equipment occurs at point of Delivery. Acceptance of any Services provided hereunder occurs at completion.

**6. Warranty** Chart warrants to Buyer that all Equipment manufactured by Chart shall be free from defects in material and workmanship for a period of 1 year after initial use (or placement into storage) or 18 months after the date of shipment, whichever expires first, except that parts sold as spares or for replacement are warranted for 90 days after the date of shipment or until the expiration of the warranty offered by their original manufacturer, whichever expires first. All resale products and components only carry the warranty offered by their original manufacturer. Chart warrants Services against defects in workmanship for a period of 90 days from date of their completion. **Limitations.** These warranties do not cover Buyer-furnished designs, goods, equipment, services or materials and do not apply to any Equipment or Services or parts thereof which Chart determines: (1) to have been improperly installed or repaired; (2) to have been altered or modified in any way without Chart's prior written approval; (3) to have been subjected to misuse, abuse, excessive external forces, negligence or accident; (4) to have been installed, stored, used,

or operated in a manner contrary to Chart's instructions, specifications and drawings, outside the specified design conditions, or not used in accordance with normal operating and maintenance practices; (5) are purchased as used Equipment, a prototype or a sample; or (6) resulted from normal wear and tear, corrosion or erosion. Each of the foregoing shall act to void any existing warranty. Proper installation of normal maintenance parts does not constitute a modification. Buyer agrees to defend, indemnify and hold Chart harmless from any third party claims arising out of the use, resale, or lease of said furnished Equipment or Services.

**7. Exclusive Remedy** Should any failure to conform to the applicable warranties stated above occur during the warranty periods specified above, then Buyer shall appropriately decontaminate the Equipment and provide Chart with prompt written notice identifying the problem, but in no event shall such notice be more than 30 days after discovery of such failure. Provided that Buyer has fulfilled all of its obligations under the Agreement and complied with the procedures set forth in this Section 7, Chart shall inspect said Equipment within 10 business days after receipt of Buyer's notice. Chart's sole obligation, and Buyer's sole remedy, is for Chart to correct such nonconformity by, at Chart's option: (1) repair or replacement of the nonconforming Equipment or parts thereof; or (2) refund the purchase price of the nonconforming Equipment or parts thereof; and (3) in the case of nonconforming Services, re-perform the Services or refund the price there for. Repairs or replacements made pursuant to warranty shall be warranted for the time remaining in the original warranty period or 30 days, whichever is longer. Chart will make all arrangements to either transport such Equipment to and from Chart's repair or factory facility or go to Buyer's site, at Chart's sole option; provided, however, that Chart shall not be responsible for providing working access to the defect, including disassembly and reassembly of Equipment or for transportation costs to and from Chart's repair or factory facility, all of which shall be at Buyer's risk and expense. If it is determined by Chart that such failure was not covered by the warranty stated above, then Chart will invoice Buyer, and Buyer agrees to pay, for all such inspection and other expenses. No Chart liability exists for Equipment or Services shown to be defective until such time as the Equipment and Services have been paid for.

**8. Disclaimer** *THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER CLAIMS OF RELIEF AND WARRANTIES OF QUALITY, PERFORMANCE AND DESIGN, WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY CHART AND ALL EQUIPMENT MANUFACTURERS.*

**9. Termination** No termination by Buyer for default shall be effective unless, within 15 days after receipt by Chart of Buyer's written notice specifying such default, Chart fails to initiate and pursue correction of such specified default.

**10. Excusable Delays** The schedule for Delivery of Equipment and performance of Services will be modified for delays resulting from causes beyond Chart's reasonable control, including acts of God, war, terrorism, strikes, restrictions of the United States Government or other governments having jurisdiction, delays in transportation, earthquakes, floods, named storms, hurricanes, tornados, cyclones, typhoons or other natural disasters, or inability to obtain necessary labor, materials, or manufacturing facilities.

**11. Delivery and Risk of Loss or Damage** Unless otherwise agreed in writing by Chart, all domestic shipments are FCA Chart's plant and all international shipments are CPT port of destination, with responsibilities as defined in INCOTERMS 2010, and "**Delivery**" as used herein occurs in accordance with INCOTERMS 2010. Notwithstanding anything to the contrary, all lead times quoted and accepted by Chart shall be from the date Chart accepts Buyer's purchase order. If Chart agrees in writing to prepay transportation and transit insurance charges for the account of Buyer, then Chart is entitled to include shipping, handling and any transit insurance charges on its invoice. Buyer shall indemnify, defend and hold Chart harmless from any claims by freight carriers for Buyer's failure to pay freight charges. Claims for shortages in or damage to shipment shall be deemed waived unless made in writing and received by Chart within 10 days after receipt of Equipment by Buyer or its designated consignee. Delivery dates quoted are based on Chart's best estimate of a realistic time when shipment will be made, and are subject to change. Delivery dates will be confirmed on Chart's acceptance of any resulting order, and Chart will use its best efforts to meet such Delivery date. Chart may make early shipment or partial shipments and invoice Buyer accordingly. Despite any agreement with respect to delivery terms or prepayment of transportation or transit insurance charges, the risk of loss or damage shall pass to Buyer upon completion of Delivery or upon moving the Equipment into storage, whichever occurs first.

**12. Laws, Codes and Standards** Price and Delivery schedule are based on the applicable laws, codes, and standards stated in the Equipment specifications in effect as of the date of Seller's acceptance of the purchase order. If such laws, codes, and standards change, or if Purchaser changes the laws, codes, and standards stated in the Equipment specifications, and such change increases or decreases the cost of performing the work or impacts the Delivery schedule, then Chart will advise Buyer of the same, and the parties shall promptly negotiate in good faith and mutually agree upon any modification to the order resulting from any such change. Any local laws, statutes, codes or standards, or interpretations

thereof that do not match national building codes are hereby exempt from the Agreement unless written copies are presented by Buyer to Chart as additional specifications and accepted in writing by Chart as part of this Agreement.

**13. Title** Chart shall retain legal and equitable title to any Equipment until Buyer has paid for such Equipment in full, and Buyer shall complete and execute all documents required to this effect upon Chart's request and allow Chart to repossess the Equipment in the event of Buyer's failure to pay after receipt of written notice by Chart.

**14. Installation** Buyer shall install any Equipment furnished hereunder unless otherwise agreed to in a writing signed by Chart's duly authorized representative. If Chart agrees to perform installation, then Chart will take reasonable precautions to identify any obstructions or excavations relating to Chart's work performed hereunder, and will make reasonable efforts to warn vehicle and pedestrian traffic of the potential dangers involved. Notwithstanding the foregoing, Buyer acknowledges that Chart cannot be present at the job location at all times and Buyer agrees that Chart shall not be responsible for any property damage or personal injury (including death) (collectively, "**Damages**") to Buyer or its employees, or to any third party, directly or indirectly arising out of, resulting from, or related to any such obstructions or excavations that have been reasonably identified. Buyer further agrees that it shall indemnify, defend and hold Chart harmless from any claims, damages, losses, liabilities, costs, and expenses of any kind, including reasonable attorney's fees (collectively, "**Claims**") relating to the Damages except to the extent caused by gross negligence or willful misconduct of Chart's personnel, contractors or subcontractors. Buyer further agrees that Chart is not responsible for circumstances that may be deemed as acts of God or any damage that may result from the same. If any unanticipated conditions occur, then Chart will contact Buyer and advise Buyer of the conditions of change and of the additional costs involved. No additional work will be performed without written authorization from Buyer. Buyer agrees that all fees proposed for permitting are for Chart involvement in obtaining and securing permits for the scope of contracted work and that all monies due to the governing agencies issuing the permits are the sole responsibility of Buyer. Buyer may choose to reimburse Chart for the full costs of all permits, in which case, such costs will be charged to Buyer's account and Buyer shall pay the invoice for these costs net 30 days. Buyer will provide free and unrestricted access to Chart personnel, contractors, subcontractors and equipment necessary in order to complete the contracted work and general conditions as agreed by this Agreement. Chart's personnel, contractors and subcontractors will take reasonable precautions to minimize any damage to the property, but it is understood that in the normal course of work, some damage may occur, the correction of which is not part of this Agreement. Buyer accepts this risk and will not hold Chart's personnel, contractors or subcontractors responsible for any damages except to the extent caused by gross negligence or willful misconduct of Chart's personnel, contractors or subcontractors. In the event payments are not received in accordance with the terms of this Agreement, Chart is entitled to immediately suspend all work on the project and to charge de-mobilization and re-mobilization fees to Buyer's account. Prior to Chart resuming performance, all progress payment(s), de-mobilization and re-mobilization fees, and interest due shall be paid in full.

**15. Field Service** Field service will be provided on a per diem basis upon written authorization by Buyer and at Chart's rates in effect when such Services are provided. Buyer will provide free and unrestricted access to Chart personnel, contractors, subcontractors, equipment and any other personnel necessary in order for Chart to complete the contracted work.

**16. Cancellation** Cancellation of any order must be by written notice to Chart and will be subject to Chart's cancellation charges and fees including, but not limited to, all costs incurred through the date of cancellation, the cost for materials ordered that cannot be returned, return and cancellation fees, cost to process such cancellation, plus a reasonable profit.

**17. Intellectual Property and Confidentiality** All right, title and interest in any inventions, developments, improvements or modifications of the Equipment and Services made by Chart or Buyer as a result of the Agreement shall exclusively remain with Chart. Any design, reports, plans, drawings, standards, specifications or other information submitted to Buyer by Chart ("**Chart Documents**") shall remain Chart's exclusive property. Buyer shall not copy or disclose Chart Documents to any third party, and shall not use them for any purpose other than to install, own, operate, and maintain the subject Equipment or to use the Services, including use with any other project, or for the completion of the project contemplated by this Agreement by others. Chart Documents are not suitable for use on any other agreement or project and any reuse of Chart Documents without the express written consent of Chart will be at the sole risk of Buyer, and Buyer shall indemnify, defend and hold Chart harmless from any and all claims arising from Buyer's reuse of Chart Documents. Upon Chart's request at any time, Buyer shall promptly return all Chart Documents. If Chart's Equipment is held to infringe a United States patent in effect as of the date of this Agreement (other than any infringement resulting from Chart's compliance with Buyer's designs, specifications or instructions or from the use of the Equipment in combination with other materials or the operation of any process), then Chart may at its option procure for Buyer the right to use the Equipment, modify or replace it with non-infringing Equipment; refund the purchase price allocable to the infringing Equipment, or settle or otherwise terminate said actions on behalf of Buyer. The foregoing is Chart's entire liability and Buyer's sole remedy for patent infringements of the Equipment. Buyer shall release, defend, indemnify and hold Chart harmless from all expenses, losses and other damages resulting from any actual

or alleged infringement of intellectual property rights arising from Chart's compliance with Buyer's designs, specifications or instructions, from the use of the Equipment in combination with other materials, or from the operation of any process.

**18. Assignment** This Agreement may not be transferred or assigned by Buyer by operation of law or otherwise without the prior express written consent of Chart. A change in majority ownership or control of Buyer shall be deemed a transfer or assignment for purposes of this Section 18. Any transfer or assignment by Buyer of any rights, duties or obligations without Chart's consent shall be void.

**19. Limitation of Liability** *NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL CHART, ITS AFFILIATES, SUPPLIERS AND SUBCONTRACTORS BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY LOSS OF PROFITS, LOSS OF USE, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, DOWNTIME COSTS, COST OF DELAYS, OR FOR ANY PENALTIES, WHETHER ANY SUCH CLAIM FOR THE SAME IS BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNIFICATION OR OTHERWISE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CHART'S CUMULATIVE LIABILITY ARISING OUT OF THIS AGREEMENT FOR ANY CLAIMS WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY, INDEMNIFICATION OR OTHERWISE, OR FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, OR FROM ANY DESIGN, SALE, INSTALLATION, OPERATION OR USE OF THE EQUIPMENT OR PERFORMANCE OF ANY SERVICES UNDER THIS AGREEMENT, SHALL IN NO EVENT EXCEED IN THE AGGREGATE THE PURCHASE PRICE PAID TO CHART BY BUYER FOR THE SPECIFIC EQUIPMENT OR PART THEREOF OR FOR THE SERVICES GIVING RISE TO THE CLAIM.*

**20. Export Sales; Compliance with Trade Laws** In no event shall Chart be required to export or deliver any technical information, data or Equipment if such export or Delivery is then prohibited or restricted by any law or regulation of the U.S. Government, including departments, agencies and sub-divisions thereof or of any other applicable governmental agency of any country having jurisdiction, including the country in which the Equipment or Services to be sold will be installed, used, or performed. Should Chart's performance of its obligations hereunder be prohibited by any applicable governmental agency, in whole or in part, or if the exportation or importation of the Equipment which is the subject of this Agreement be precluded because of the inability to obtain an export or import license within a reasonable time, as appropriate, then Chart's obligations hereunder shall be terminated at Chart's option, and Chart shall be entitled to reasonable cancellation charges. Unless otherwise agreed in writing by Chart, Buyer accepts all responsibility for exporting and importing any Equipment sold hereunder outside of the U.S., will be the exporter of record and importer of record, and will be responsible for filing any documents, obtaining any licenses required by the U.S. or other government agencies, and paying all duties and taxes necessary for exportation and importation. Buyer agrees not to export, re-export or import any Equipment, technical information or data of Chart without full compliance with U.S. and other laws of countries having jurisdiction and shall cause the end user of Equipment or Services to comply with such applicable laws. Buyer warrants and represents that it is in full compliance with all such applicable export and import laws, including the International Traffic In Arms Regulations, the Export Administration Regulations, and all U.S. anti-boycott and embargo regulations, and Buyer shall provide Chart with such written assurances of compliance as requested by Chart from time to time. Specifically, Buyer agrees not to export, re-export, sell or lease any Equipment or components thereof or technical data supplied by Chart to a prohibited person, to a prohibited country, or for a prohibited use under the U.S. or any other applicable trade laws. Buyer agrees to indemnify and hold Chart harmless from and against any and all damages and expenses (including attorneys' fees) resulting from Buyer's violation of applicable export and import regulations.

**21. Export Sales; Compliance with Trade Laws** In no event shall Chart be required to export or deliver any technical information, data or Equipment, including where such Equipment is for incorporation into customer's end-item ("**End Item**"), if such export or Delivery is then prohibited or restricted by any law or regulation of the European Union ("**EU**") or U.S. Government, including departments, agencies and sub-divisions thereof, or of any other applicable governmental agency of any country having jurisdiction, including the country in which the Equipment, End Item, or Services to be sold will be installed, used, or performed. Should Chart's performance of its obligations hereunder be prohibited by any applicable governmental agency, in whole or in part, or if the exportation or importation of the Equipment which is the subject of this Agreement be precluded because of the inability to obtain an export or import license within a reasonable time, as appropriate, then Chart's obligations hereunder shall be terminated at Chart's option, and Chart shall be entitled to reasonable cancellation charges. Unless otherwise agreed in writing by Chart, Buyer accepts all responsibility for exporting and importing any Equipment sold hereunder and any End Item, will be the exporter of record and importer of record, and will be responsible for filing any documents, obtaining any licenses required by any applicable government agencies, and paying all duties and taxes necessary for exportation and importation. Buyer agrees to export, re-export or import any Equipment, End Item or components thereof, technical information or data of Chart in full compliance with U.S. and other laws of countries having jurisdiction and shall cause the end user of any Equipment, End Item or components thereof, or Services to comply with such applicable laws. Buyer warrants and represents that it is in full compliance with all such applicable export and import laws, including U.S. Sanctions Regulations, the EU trade laws and regulations, the International Traffic In Arms Regulations, the Export Administration Regulations, and all U.S. anti-boycott and embargo regulations (collectively, "**Trade Regulations**"), and Buyer shall provide Chart with such written assurances of compliance as requested by Chart from time to time. Specifically, Buyer agrees not to export, re-export, sell or lease any Equipment, End Item, or components or technical data thereof to a party identified on a restricted parties list maintained by the US or EU Government related to US or

EU export controls and sanctions, including but not limited to those designated on the Specially Designated Nationals and Blocked Persons List and entities owned 50% or more by such parties, to a country subject to comprehensive US or EU sanctions or a US or EU embargo, or for a prohibited use under either the Trade Regulations or any other applicable trade laws. Buyer agrees to indemnify and hold Chart harmless from and against any and all damages and expenses (including attorneys' fees) resulting from Buyer's violation of applicable export and import regulations, including the Trade Regulations.

**22. Governing Law; Arbitration** This Agreement and any claim, controversy or dispute arising under or related to the Agreement, the relationship of the parties, and the interpretation and enforcement of the rights and duties of the parties is exclusively governed by the laws of the State of Georgia, excluding its conflicts of law principles and excluding the United Nations Convention on Contracts for the International Sale of Goods. Buyer waives all causes of action arising under this Agreement after one year from the date of the occurrence of the event giving rise to any such claim, waives any sovereign immunity claims or defenses, and consents to and will not contest personal jurisdiction in the local and federal courts of Atlanta, Georgia. Except for account collection disputes, any disputes, controversies or claims arising out of or relating to this Agreement, or the breach thereof which cannot be resolved amicably within 60 days, shall be settled by binding arbitration. This agreement to submit to binding arbitration shall be specifically enforceable under the prevailing arbitration law. The award of the arbitrator shall be final, and a judgment may be entered upon it by any court having jurisdiction. A party desiring to invoke this arbitration provision shall serve written notice upon the other of its intention to do so and the name of an impartial individual who is knowledgeable in matters pertaining to Chart's industry to serve as an arbitrator. If the other party objects within 15 days to the arbitrator proposed, and the parties fail to agree on an arbitrator within 30 days thereafter, then the arbitrator shall be appointed by the arbitration tribunal. For domestic sales, the arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then prevailing. For international sales, the arbitration shall be conducted in accordance with the International Arbitration Rules then prevailing of the International Centre for Dispute Resolution. Unless the parties agree otherwise, all arbitrations shall be conducted and all related documents submitted shall be in the English language in Atlanta, Georgia, and the arbitrator shall apply the substantive governing laws as specified above. All awards granted by the arbitrator shall be final and binding on the parties, and shall include interest from the date of any breach or default and from the date of the award until paid in full. Judgment may be entered on any award or decision of the arbitration panel by either party in a court of competent jurisdiction. The arbitrator may grant emergency interim relief according to the applicable arbitration rules. The prevailing party shall be entitled to recover, in addition to all other amounts and relief, its costs, fees and other expenses of the arbitration, including reasonable attorney's fees, as may be awarded by the arbitrator. If Buyer fails to promptly assume Chart's defense when requested to do so as required under this Agreement, then Chart may defend with counsel of its own choice at the expense of Buyer.

**23. Miscellaneous** The Agreement as defined in Section 1 constitutes the complete and exclusive agreement between Chart and Buyer with respect to the subject matter hereof and there are no agreements, understandings, restrictions, warranties, or representations between Chart and Buyer other than those set forth herein. If any provision, or any part thereof, of this Agreement is found by any court or governmental agency of competent jurisdiction to be invalid or unenforceable for any reason whatsoever, then such provision shall be deemed revised and applied to the maximum extent allowed by applicable law, and such invalidity or unenforceability shall not affect the remainder of such provision or any other provision here which shall remain in full force and effect. All obligations herein shall survive termination, expiration or completion of this Agreement. No term or condition is intended for the benefit of any third party, and the parties do not intend any term or condition to be enforceable by a third party, including any end user of Equipment or Services. Chart's failure on any occasion to insist on strict performance of any term or condition hereof shall not constitute a waiver of compliance with such term or condition on any other occasion or a waiver of any default. References to any statutory provision, enactment, order, regulation or other similar instrument shall be construed as a reference to the statutory provision, enactment, order, regulation or instrument as amended, replaced, consolidated or re-enacted from time to time and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made under it. The headings used throughout are for convenience only and shall be given no legal effect. Fax, portable document format (.pdf), email, or other electronic transmissions or copies shall be given the full force and effect as an original. For purposes of this Agreement: (a) the words "include," "includes," and "including" are deemed to be followed by the words "but not limited to"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural and vice-versa; and (e) words denoting any gender include all genders. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

**24. Data Privacy Notice** For information regarding Chart's processing of personal data, see the Chart Industries, Inc. Privacy Notice, which is available at <http://www.chartindustries.com/Terms-Conditions> under "Customer Privacy Information". Buyer represents and warrants that it will provide such privacy statement to all of Buyer's employees, contractors, agents, or other persons authorized to act on Buyer's behalf at or before the time that any such persons interact with or provide any personal information to Chart.