ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ACCELLERON US INC., FOR TURBO REPLACEMENT, PARTS, AND SERVICE FOR THE DENTON ENERGY CENTER; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 8816 – AWARDED TO ACCELLERON US INC., FOR ONE (1) YEAR, WITH THE OPTION FOR FOUR (4) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF $9,520,000.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for turbo replacement, parts, and service for the Denton Energy Center; and

WHEREAS, the City Manager, or a designated employee, has received, reviewed, and recommended that the herein described proposals are the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals; and

WHEREAS, this procurement was undertaken as part of the City's governmental function; and

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items in the following numbered request for proposal for materials, equipment, supplies, or services shown in the "Request Proposals" on file in the office of the Purchasing Agent, are hereby accepted and approved as being the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals.

RFP NUMBER	CONTRACTOR	AMOUNT
8816	Accelleron US Inc.	$9,520,000.00

SECTION 2. That by the acceptance and approval of the above numbered items of the submitted proposals, the City accepts the offer of the persons submitting the proposals for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, specifications, standards, quantities, and for the specified sums contained in the Proposal Invitations, Proposals, and related documents.

SECTION 3. That should the City and person submitting approved and accepted items wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the proposals, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, standards, quantities, and specified sums contained in the Proposal and related documents herein approved and accepted.

SECTION 4. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 5. By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. This ordinance was passed and approved by the following vote [___ - ___]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

Docusign City Council Transmittal Coversheet

RFP	8816
File Name	DEC TURBO REPLACEMENT, PARTS AND SERVICE
Purchasing Contact	Crystal Westbrook
City Council Target Date	
Piggy Back Option	No
Contract Expiration	
Ordinance	

CONTRACT BY AND BETWEEN CITY OF DENTON, TEXAS AND ACCELLERON US INC. (CONTRACT 8816)

THIS CONTRACT is made and entered into this date _____, by and between **ACCELLERON US INC.** a Delaware corporation, whose address is 1109 Howard Ave., Deer Park, TX 77536 hereinafter referred to as "Contractor," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or their duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Contractor shall provide products and/or services in accordance with the City's document RFP 8816 – DEC Turbo Replacement, Parts and Service, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

(a) Special Terms and Conditions **(Exhibit "A");**
(b) City of Denton's RFP 8816 **(Exhibit "B" on File at the Office of the Purchasing Agent);**
(c) City of Denton Standard Terms and Conditions **(Exhibit "C");**
(d) Certificate of Interested Parties Electronic Filing **(Exhibit "D");**
(e) Insurance Requirements **(Exhibit "E");**
(f) Contractor's Turbo SmartCare Agreement and Proposal (**Exhibit "F")**;
(g) Form CIQ – Conflict of Interest Questionnaire **(Exhibit "G");**

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

Prohibition on Contracts with Companies Boycotting Israel
Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies
Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is

prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Sections 2252 and 2270 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

Contract # 8816

DS IH Initial TD

CONTRACTOR

Signed by: Burak Hayfavi 3C89CE8625A64DD...

BY: _____
AUTHORIZED SIGNATURE

Printed Name: Burak Hayfavi

Title: Sales Director

754-260-4205
PHONE NUMBER

sirri-burak.hayfavi@accelleron-industries.com
EMAIL ADDRESS

2026- 1295
TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

BY: _____
SARA HENSLEY, CITY MANAGER

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Signed by: Leah Bush 2A936B08B5D7485...

BY: _____

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

Signed by: Antonio Puente, Jr. E3760944C2BF4B5...
SIGNATURE

Antonio Puente, Jr.
PRINTED NAME

DME General Manager
TITLE

Electric
DEPARTMENT

Exhibit A
Special Terms and Conditions

1. Total Contract Amount
The contract total for services shall not exceed $9,520,000. Pricing shall be per Exhibit F attached.

2. The Quantities
The quantities indicated on Exhibit F are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis.

3. Contract Terms

Subject to Clause 28, the contract term will be one (1) year, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional four (4) one-year periods

The Contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council, up to a total of four (4) additional yearly extensions. The Supplier's request to not renew the contract must be submitted in writing to the Purchasing Manager at least 60 days prior to the contract renewal date for each year. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

4. Price Adjustment
The Turbo SmartCare Fee shall be adjusted in accordance with Clause 6 of Exhibit F (Contractor's Turbo SmartCare Agreement).

The request can be sent by e-mail to: purchasing@cityofdenton.com noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

5. Performance Liquidated Damages

The Contractor shall incur contractual payment losses, as initiated by the City for performance that falls short of specified performance standards as outlined below:

- Delivery beyond contracted lead times: liquidated damages for delay.

The Contractor shall be charged a one (1%) percent fee of the Order affected by the delay each month when any one of the performance standards outlined above are not met in full. Under any circumstance the liquidated damages for delay shall exceed five (5%) percent of the affected Order fee. At the end of each month, the City will review the monthly reports and determine the application of the liquidated damages to be assessed to the Contractor's monthly profit margin. If

the maximum cap of delay liquidated damages is reached, the City may terminate the affected Order. Payment of liquidated damages for delay and termination if the maximum agreed cap is reached are the two only and exclusive remedies of the City for any and all Contractor's delay.

Exhibit B

City of Denton's RFP 8816 (on File at the Office of the Purchasing Agent)

Exhibit C
Standard Purchase Terms and Conditions

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's contract are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor or Supplier. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Supplier. No Terms and Conditions contained in the seller's proposal response, invoice or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, 22 and 32 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The City shall bear cost of packaging (i.e. crating). Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the deliverables under reservation.

5. **TITLE & RISK OF LOSS**: Title to the deliverables shall pass to the City only when the City actually receives and accepts the deliverables. Risk of loss of the deliverables shall pass to the City upon delivery under the Incoterms® 2020 applicable as per clause 6 below.

6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**:
Unless otherwise agreed in written, deliveries of:

a. spare-parts shall be subject to CIP (closest international airport to destination) Incoterms® 2020 for all deliveries from the central spare part warehouse in Baden, Switzerland or FCA (Contractor premises Switzerland) Incoterms® 2020 for all deliveries from a local warehouse of a local Contractor service station, at Contractor's choice.
b. turbochargers shall be subject to EXW (Contractor's designated place) Incoterms® 2020.

Unless otherwise agreed in written, all prices shall be deemed to be net, subject to the Incoterms® 2020 described above, excluding packing, in freely available Swiss francs without any deductions whatsoever.
Customs clearance shall be carried out by the City or, at the City's request and Accelleron acceptance, by Accelleron on the City's behalf. Where Accelleron carries out customs clearance, the City shall reimburse Accelleron for all costs and expenses incurred by Accelleron in connection with such customs clearance . The Contract Price excludes all costs arising after delivery at the closest international airport to the destination (in the case of CIF or FCA deliveries) or after collection at the Contractor's designated premises in Switzerland (in the case of EXW deliveries). From that point onward, all such costs shall be borne by the City. These include, without limitation, customs duties, broker or agent fees, export fees, import taxes, tariffs, local freight, insurance, transit costs, and any permit or certification fees, as well as all related administrative costs which are levied out of or in connection with the Contract or its fulfilment. If the Contractor or its representatives incur any such costs, the City shall reimburse them upon submission of appropriate supporting documents.
The CHF prices shall be converted into USD using the using the Federal Reserve Board's official noon buying rate for cable transfers in New York City on the date of issuance of the relevant invoice. If no such rate is published on that date, the rate published on the most recent preceding business day shall apply. The applicable exchange rate and date shall be stated on each invoice.

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. Notwithstanding the foregoing, if the City does not provide written notice of rejection within thirty (30) days of delivery, then the deliverables will be deemed accepted. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the

applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

The contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

10. **WORKFORCE**

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Denton contract or on the City's property .

i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

Immigration: The Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA) enacted on September 30, 1996.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS**: The Contractor, it's Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

Environmental Protection: The Contractor shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq*.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq*.).

12. **INVOICES**:
A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
E. As the City is exempt from Federal excise taxes, State taxes, or City sales taxes, these must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

13. **PAYMENT**:
A. All proper invoices need to be sent to Accounts Payable. Approved invoices will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice being received in Accounts Payable, whichever is later.
B. **If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
D. Intentionally Omitted
E. Notice is hereby given that any awarded firm who is in arrears to the City of Denton for delinquent taxes, the City may offset indebtedness owed the City through payment withholding.
F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES**: All travel, lodging and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the contract terms. During the term of this contract, the contractor shall bill and the City shall reimburse contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by the contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

15. **FINAL PAYMENT AND CLOSE-OUT**:

A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. **SPECIAL TOOLS & TEST EQUIPMENT**: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. **RIGHT TO AUDIT**:

A. The City shall have the right to audit and make copies of the books, records and computations pertaining to the Contract, subject to the confidentiality provisions in this Agreement. The Contractor shall retain such books, records, documents and other evidence pertaining to the Contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within ten (10) business days of written request. Further, the Contractor shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to the Contract, and to allow the City similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

B. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

18. **SUBCONTRACTORS**:

A. If the Contractor identified Subcontractors in a DBE/MBE/WBE agreed to Plan, the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the

Contract, and shall contain provisions that:

i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;

ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE**:

A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

20. **WARRANTY – TITLE**: The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.

21. **WARRANTY – DELIVERABLES AND SERVICES**: Supplier warrants the deliverables of its own manufacture included in this sale shall be delivered free of defects in material and workmanship under normal use and service as follows: The Warranty Remedy Period for complete turbochargers to be used as a component of new equipment shall end twelve (12) months after the date of initial startup or eighteen (18) months after the date the complete turbocharger is ready for shipment from the plant of manufacturer, whichever first occurs. The Warranty Remedy Period for replacement parts and/or replacement of complete turbochargers, in each case, shall be twelve (12) months from the date of shipment from Supplier's plant to City, provided that this Agreement has not expired and has not been terminated prior to the end of such twelve (12) month period; otherwise, the Warranty Remedy Period shall be six (6) months from the date of shipment from Supplier's plant to City. Supplier warrants Services against defects in workmanship for a period of twelve (12) months from the date of completion of such Services, provided that this Agreement has not expired and has not been terminated prior to the end of such twelve (12) month period; otherwise, the warranty period for Services shall be six (6) months from the date of completion of such Services. Supplier's warranty is conditioned upon City giving Supplier immediate written notice upon discovery of any such defect. Defective Equipment must be held for Supplier's inspection and, if requested by Supplier, returned to the original delivery point, transportation prepaid by City. Supplier's obligation under this warranty is limited to, at its option, replacing or repairing the defective part or parts, and without charge to City, delivering any such replacement or repaired part to the original delivery point. City shall provide free and clear access to the Equipment without cost to Supplier. In the case of nonconforming Service, Supplier shall, at its discretion, provide equivalent Services at the job site or refund the price therefor. The original Warranty Period shall not otherwise be extended.

This warranty does not apply to any Equipment which exceeds the original equipment manufacturer's recommended useful life or if after delivery is subjected to abuse, accident, alteration or repair by anyone other than engineers authorized by Supplier, improper storage, misuse in its application, improper maintenance or failure to observe operating instructions or, if upon discovering a defect, City does not immediately take appropriate steps (such as discontinuing use of the Equipment) to prevent the defect from being aggravated or resulting in damage to other parts. Supplier reserves the right to check and investigate any claim made by City that a defect in Equipment exists before taking any steps to correct such defect.

THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM COURSE OF DEALING, USAGE OR TRADE ARE HEREBY DISCLAIMED BY SUPPLIER.

22. **WARRANTY – SERVICES**: [NOT USED]

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES**: [NOT USED]

24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. **DEFAULT**: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, initiates and pursues with due diligence to cure such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. Except as otherwise provided in this Contract, all rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

28. **MINIMUM TERM FOR INITIAL 24 TURBOCHARGER BASELINE SERVICE**. Notwithstanding clause 3, any non-renewal or expiry shall not take effect until Accelleron has completed the first Scheduled Service for each of the twenty-four (24) turbochargers listed in the Installation List, including removal (as applicable) and inspection sufficient to complete Accelleron's initial condition assessment and issue the related service report.

29. **FRAUD**: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:
A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs

incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, epidemics, pandemics, mobilization, war, civil war, acts of terrorism, political unrest, revolutions, serious breakdown in the works, accidents, late or deficient delivery by subcontractors of raw materials, semi-finished or finished products, the need to scrap important work pieces, actions or omissions by any authorities or state or supranational bodies, embargoes, unforeseeable transport problems, explosion, natural catastrophes or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY**:

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, or causes of action, for judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the tangible property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or (2) death, bodily injury, illness or disease, worker's compensation(including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

ii. "Fault" shall mean negligence, willful misconduct or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS TO THE EXTENT DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. **INSURANCE**: The following insurance requirements are applicable, in addition to the specific insurance requirements detailed in **Exhibit E** for services only**.** The successful firm shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton. The insurance shall be written by a company licensed to do business in the State of Texas

and satisfactory to the City of Denton.

A. General Requirements:

i. The Contractor shall at a minimum carry insurance in the types and amounts indicated and agreed to, as submitted to the City and approved by the City within the procurement process, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

ii. The Contractor shall provide Certificates of Insurance with the coverage's and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of **A- VII or better**. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

vi. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:

City of Denton
Materials Management Department
901B Texas Street
Denton, Texas 76209

vii. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

viii. If insurance policies are not written for amounts agreed to with the City, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

ix. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

xiii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage's indicated within the Contract.

xiv. The insurance coverage's specified in within the solicitation and requirements are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the solicitation instrument.

33. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after the Contractor becomes aware of it. Failure to provide notice within such period shall not bar the claim or constitute a waiver, but the City shall be entitled to recover damages, if any, that are directly caused by the delay in notice. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code.

36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any registered US patent, trademark, or copyright, nor misappropriate any trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with

respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's' ownership, and if applicable, license rights, and its use of the deliverables misappropriates the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.

With respect to any claim of patent infringement, Supplier agrees to defend or settle at its own expense any suit or proceeding brought against City based on a claim that the deliverables furnished under this contract constitute an infringement of any United States patent, provided that Supplier is notified promptly of such suit, copies of all suit papers are made available to Supplier; City grants Supplier sole control of the defense and settlement of the claim; and City provides Supplier all reasonable cooperation and makes no admission of liability except as approved in advance by Supplier. Supplier shall have no obligation and shall not be responsible for (i.) any settlement of such suit made without its written consent; (ii.) any other equipment or process, including deliverables, which have been modified or combined with other equipment not supplied by Supplier; (iii.) any deliverable supplied according to a design, other than Supplier's design, required by City; or (iv.) any patent issued after the date hereof. If any deliverables are held to constitute an infringement or use thereof is otherwise enjoined, Supplier shall, at its option and expense, procure for City the right to continue using said deliverables; or modify or replace it with non-infringing equipment, or remove it and refund the portion of the price allocable to the infringing deliverables. THE PROVISIONS OF THIS ARTICLE 36 STATE SUPPLIER'S AND ITS SUPPLIERS ENTIRE LIABILITY FOR PATENT INFRINGEMENT.

37. **CONFIDENTIALITY**: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) which is provided in writing and marked as "Confidential" or "Proprietary" (collectively, "Confidential Information"). However, Confidential Information shall not include information which can be clearly demonstrated to be:

(a) generally known or available to the public at the time of disclosure, or thereafter becomes part of the public domain through no act or omission on the part of the receiving party;

(b) is received by the receiving party from a third party who, to the extent that the receiving party's reasonable inquiry disclosed, was not under obligation of confidentiality to the disclosing party;

(c) already known by the receiving party at the time of disclosure under this Agreement

as can be established by its written documentation; or

(d) independently developed by the receiving party as can be established by its written documentation.

Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

38. **OWNERSHIP AND USE OF DELIVERABLES**: The City shall own all rights, titles, and interests throughout the world in and to the tangible deliverables (Turbochargers and parts). The Contractor shall retain ownership and all right, title, and interest in and to all intellectual property embodied in, incorporated into, or used to design, manufacture, or supply such deliverables.

39. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

40. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

41. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

42. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be

entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

43. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethic Ordinance 18-757 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

44. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or their designee under this agreement. The contractor is expressly free to advertise and perform services for other parties while performing services for the City.

45. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.
The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

46. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an

express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

47. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

48. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

49. **DISPUTE RESOLUTION**:
A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

50. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit

to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

51. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

52. **HOLIDAYS:** The following holidays are observed by the City:

New Year's Day (observed)
Martin Luther King, Jr. Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving
Friday After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or their authorized designee.

53. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations or protections on the parties, including but not limited to the warranty, indemnity, limitation of liability, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

54. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**
The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

55. **EQUAL OPPORTUNITY**
A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any

discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this RFQ.
B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)**
The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –
i. "Component" means an article, material, or supply incorporated directly into an end product.
ii. "Cost of components" means -
(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
iii. "Domestic end product" means-
(1) An unmanufactured end product mined or produced in the United States; or
(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
v. "Foreign end product" means an end product other than a domestic end product.
vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

57. **RIGHT TO INFORMATION:** The City of Denton reserves the right to use any and all information presented in any response to this contract, whether amended or not, except as prohibited by law. Selection of rejection of the submittal does not affect this right.

58. **LICENSE FEES OR TAXES:** Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the Contractor. For clarity, the Contractor is not responsible for any import duties, customs broker fees, international freight or insurance charges, or taxes related to importation, transit, or delivery under this Contract.

59. **PREVAILING WAGE RATES:** The contractor shall comply with prevailing wage rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at http://www.dol.gov/whd/contracts/dbra.htm and at the Wage Determinations website www.wdol.gov for Denton County, Texas (WD-2509).

60. **COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS:** The contractor or supplier shall comply with all State, Federal, and Local laws and requirements. The Contractor must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The Contractor shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

61. **FEDERAL, STATE, AND LOCAL REQUIREMENTS:** Contractor shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Contractor is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Contractor shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Contractor or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Contractor's omission or breach of this Section.

62. **DRUG FREE WORKPLACE:** The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

63. **CONTRACTOR LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY:** The Contractor shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the negligence of the Contractor and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any negligent performance pursuant to the Contract. The Contractor shall notify the City of Denton Procurement Manager in writing of any such damage within one (1) calendar day.

64. **FORCE MAJEURE:** The City of Denton, any Customer, and the Contractor shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton and as defined in clause 30.B. In the event of an occurrence under this Section, the Contractor will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Contractor continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Contractor shall immediately notify the City of

Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

65. **NON-WAIVER OF RIGHTS:** Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

66. **NO WAIVER OF SOVEREIGN IMMUNITY:** The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the City of Denton of any immunities from suit or from liability that the City of Denton may have by operation of law.

67. **RECORDS RETENTION:** The Contractor shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Contractor shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Contractor shall grant access to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

68. **Limit of Liability.** In no event shall Supplier or its suppliers be liable for loss of profits or revenues, loss of use of the deliverables, loss of production, loss of orders, recall costs, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers or other third parties for such or other damages or any other special, indirect, incidental or consequential damages, of any kind or nature, whether in contract, warranty, tort, indemnity, negligence, strict liability or otherwise. The aggregate liability of Supplier for all claims whether in contract, warranty, negligence, tort, indemnity, strict liability, or otherwise for any loss or damage arising out of or related to this Agreement shall in no event exceed 100% of the amounts paid by the City for the Services in respect of the relevant Turbocharger covered by the Agreement in the course of which the liability claims have arisen, and a total of 50% of cumulated total amounts paid by the City under or in connection with the Agreement (as applicable) in the calendar year in which the liability claims have arisen.

69. Entire Agreement. This Agreement and any attachments constitute the entire understanding between the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, with respect to the sale of the deliverables.

Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

1. **Final negotiated contract**
2. **RFP/Bid documents**

3. **City's standard terms and conditions**
4. **Purchase order**
5. **Supplier terms and conditions**

Exhibit D
Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The contractor shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/filinginfo/1295/
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Exhibit E

INSURANCE REQUIREMENTS

Contractor's attention is directed to the insurance requirements below. It is highly recommended that respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal/Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low respondent fails to comply strictly with the insurance requirements, that respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

As soon as practicable after notification of contract award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to proposal/bid opening, since the insurance requirements may not be modified or waived after proposal/bid opening unless a written exception has been submitted with the proposal/bid. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- or better**.

- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- Liability policies shall be endorsed to provide the following:

- Name as Additional Insured the City of Denton, its Officials, Agents, Employees and volunteers.

- That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.

- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***

- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.

- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.

- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

A. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors, and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of $1,000,000.00 per occurrence and $2,000,000.00 general aggregate.

B. Workers' Compensation within the regulations of the Texas Workers' Compensation Act. The minimum policy limits for **Employers Liability** are:
Bodily Injury by Accident: $100,000.00 Each Accident
Bodily Injury by Disease: $100,000.00 Each Employee
Bodily Injury by Disease: $500,000.00 Policy Limit

NOTES:

a. If CONTRACTOR will not be providing services under the contract at a City facility, has no employees and/or is operating as a sole owner and single operator, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.

b. If CONTRACTOR is a non-subscriber or is self-insured CONTRACTOR shall provide a copy of its Certificate of Authority to Self-Insure from the Texas Department of Insurance, Division of Workers' Compensation Self Insurance Regulation Program, evidence of alternative coverage and internal safety and injury coverage policies and procedures.

C. Business Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage limit of $500,000.00 per occurrence.

NOTE:

a. If CONTRACTOR does not have owned, hired and non-owned autos or vehicles and/or no autos or vehicles will not be used in the performance of services under the contract, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement for owned autos.

D. Professional Liability Insurance

If CONTRACTOR is a licensed or certified person who renders professional services, then **Professional Liability Insurance** to provide coverage against any claim which the CONTRACTOR becomes legally obligated to pay as damages arising out of the performance of professional services caused by any negligent error, omission or act with minimum limits of $1,000,000.00 per claim, $2,000,000.00 annual aggregate.

SUBCONTRACTING LIABILITY

(1) Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the services/work being performed, comply with all applicable laws and are consistent

with industry standards. The Subcontractor's liability insurance shall name CONTRACTOR as an additional insured.

(2) CONTRACTOR shall obtain and monitor the certificates of insurance from each Subcontractor. CONTRACTOR must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

Accelleron

Turbo SmartCare Agreement

between **Accelleron US Inc.**
1109 Howard Ave
Deer Park, TX 77536

and **City of Denton**
215 E McKinney St
Denton, TX 76201

CONTENTS

COVER LETTER

1. PARTIES

Customer	
Company:	City of Denton
Address:	215 E McKinney St
Postal Code:	76201
City:	Denton
Country:	USA

Accelleron	
Company:	Accelleron US Inc.
Address:	1109 Howard Ave
Postal Code:	77536
City:	Deer Park
Country:	USA

Customer contact details	
Name:	Arthur Pando
E-Mail:	Arthur.Pando@cityofdenton.com
Desk phone number:	940-349-8653
Mobile phone number:	575-263-3845

Accelleron contact details	
Name:	Daniel De La Garza
E-Mail:	Daniel.delagarza@accelleron-industries.com
Desk phone number:	832-727-3088
Mobile phone number:	832-727-3088

2. OBJECTIVE AND SCOPE

(a) Accelleron shall render the Turbo SmartCare Services as further specified in the Service Description (Appendix 4) for Turbochargers listed in the Installation List.

(b) The Customer shall pay to Accelleron the Fees for the Services, as provided for by this Agreement.

(c) Accelleron shall inform the Customer of any Scheduled Services at least 30 days prior to such Scheduled Services being due.

3. FEES AND EXPENSES

(a) The Turbo SmartCare Fee is a recurring fee that is calculated based on Turbocharger-specific Fixed Rate as set out in the agreement

(b) The Fixed Rate shall be the following:

Turbocharger Type	Fixed Rate per Service Event (covering field+workshop+travel) per turbocharger
A175-M	99,879 CHF

(c) The Fixed Rate is subject to the Turbocharger Data being delivered by the Customer (see the Digital Services Appendix for details). Should the Customer not deliver the Turbocharger Data in accordance with this Agreement, then the Fixed Rate for the affected Turbocharger(s) will increase as contemplated by Clause 7 of the Digital Services Appendix.

(d) The Fixed Rate include the following expenses and levies:

Expense/Tax/Levy/Duty type	Included
VAT	No
Other Taxes, stamp fees, customs duties	No
Cost for transportation / insurance / tariffs (closest international airport to Accelleron or to the site)	No

4. INVOICING CURRENCY

All Fees shall be invoiced in USD. If Fees are quoted in this Agreement in another currency, then the conversion shall occur as set out in Appendix 5. The following institute's publications shall be used for the conversion of currency as provided for by Clause 5 of Appendix 5 (tick the applicable box):

Bloomberg (https://www.bloomberg.com/markets/currencies)

5. INVOICING AND PAYMENT TERMS

(a) The Turbo SmartCare Fee shall be invoiced per event per turbocharger basis (the "**Turbo SmartCare Fee Invoicing Period**") in arrears.

(b) The Customer shall pay Accelleron's invoices within 30 days from their receipt.

6. PRICE ADJUSTMENT

The Turbo SmartCare Fee shall be adjusted according to the average price adjustment of the GSP. The annual price increase shall not exceed 8%.

7. COMMENCEMENT DATE

The Turbo SmartCare Services will commence upon agreement start unless otherwise agreed upon by the Parties in writing. As per the Service News No. 02/2025 issued by Accelleron, the services should commence at the earliest convenience.

8. TERM AND TERMINATION

8.1 Term

This Agreement takes effect on the date it is signed by the Parties and is entered into for a fixed term ending on the earlier of (i) all Turbochargers listed in the Installation List having reached their respective End Running Hours (ii) all Turbochargers listed in the Installation list having reached their respective End Starts Stops and (iii) 11/01/2030. The period between the effective date of this Agreement and the date on which it terminates shall be referred to as the "**Agreement Term**".

8.2 Reserved. Extraordinary termination

8.2.1. Termination for payment default

Accelleron may, after having sent the Customer a final notice, terminate this entire Agreement if the Customer is in uncured payment default for more than 30 days.

8.2.2. Termination for cause

Either Party may terminate this Agreement with immediate effect by sending a notice in writing should the other Party be in material breach of Agreement and not remedy such breach (if curable) within reasonable time after having been first notified of the breach by the non-breaching Party in writing.

9. PARTS OF THE AGREEMENT

(a) This Agreement consists of the following document, all of which form integral parts of this Agreement. In case of conflicts between the various documents forming part of this Agreement, the following hierarchy shall apply (documents set out higher in the following list shall prevail over documents set out lower):

(i) the Cover Letter;

(ii) Appendix 1;

(iii) Appendix 2;

(iv) Appendix 3;

(v) Appendix 4;

(vi) Appendix 5;

(vii) Appendix 6;

(viii) Appendix 7;

(b) Lower ranking documents may however deviate from higher-ranking documents (and prevail over the higher-ranking documents) where:

(i) the higher-ranking document explicitly provides for deviations in lower-ranking documents (e.g. by stating that a provision shall apply "unless otherwise agreed" or similar); or

(ii) the lower-ranking document explicitly refers to the provision of the higher-ranking document which it aims to deviate from and explicitly states that it aims to deviate from such provision.

(c) In case of conflict between terms set out in documents of the same hierarchy level, the terms set out in the document agreed upon later than the other document(s) shall prevail (application of the lex posterior rule). In particular, the newest Installation List executed by both Parties shall supersede all earlier versions of the Installation List.

(d) All Supplementary Services shall be subject to the terms and conditions of this Agreement.

(e) Any other terms and conditions of the Parties (other than the City Contract 8816 and exhibits attached thereto and such named in this Agreement) shall not be applicable even if explicitly named in an order or other communication between the Parties.

[Signatures on the following page]

SIGNATURES

Accelleron US, Inc.

_____	_____
Date	Date
_____	_____
Name	Name
_____	_____
Title	Title

_____	_____
Signature	Signature

City of Denton

_____	_____
Date	Date
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Signature	Signature

APPENDIX 1
Definitions

1. PARTICULAR DEFINITIONS

In this Agreement, the following capitalized terms shall have the meanings set out next to them:

"**Accelleron**" has the meaning set out on the cover page.

"**Agreement**" means this Turbo SmartCare Agreement, including all Appendices thereto.

"**Agreement Term**" has the meaning assigned to such term in the Cover Letter.

"**Cover Letter**" means the section of this Agreement titled "Cover Letter".

"**Covered Running Hours/Start Stops**" means, for each Turbocharger listed in the Installation List, the Running Hours/Starts Stops between (i) the Running Hours/Start Stops at the effective date of this Agreement and (ii) the End Running Hours/Start Stops, it being understood that in any case.

"**Customer**" has the meaning set out on the cover page.

"**Digital Services Appendix**" means Appendix 7.

"**End Running Hours/Starts Stops**" means the Running Hours/Starts Stops up to which a Turbocharger listed in the Installation List is covered by the Turbo SmartCare Services, as set out in the Installation List for each specific Turbocharger.

"**Fees**" means the fees owed by the Customer under this Agreement.

"**General Terms and Conditions**" means the Accelleron's general terms and conditions for maintenance services set out in Appendix 8.

"**GSP**" means the global sales prices for Accelleron products issued on a price list by Accelleron Switzerland Ltd from time to time and available upon written request.

"**Fixed Rate**" means the fixed rate per service event named in the Cover Letter to be paid for each Service Events.

"**Installation List**" means Appendix 2.

"**Investigation Report**" means a report issued by Accelleron identified by the investigation report number, which sets out the reason for the investigation, the investigation carried out, a description of damages found, a root cause analysis, and conclusions and recommendations.

"**Party**" means a Party to this Agreement.

"**Quality Requirements**" means all components of a Turbocharger (i) having been manufactured by or under license of Accelleron (including previously ABB Schweiz AG, Turbocharging) and (ii) being in a condition not worse than is reasonably to be expected, provided that the Turbocharger has been operated in accordance with the Operation Manual, given the Running Hours/Starts Stops of such Turbocharger at the relevant time.

"**Site**" means the installation site of a Turbocharger listed in the Installation List.

"**Service Description**" means Appendix 4.

"**Services**" means the services to be rendered by Accelleron under this Agreement.

"**Start Running Hours**" has the meaning assigned to such term in Clause 9.1(a) of the Service Description.

"Starts Stops" means a successful Engine Start with load increase above 20%

"**Supplementary Services**" means Services and Spare Parts that are not covered by the Turbo SmartCare Fee set out in the Agreement and are invoiced separately on a time and materials basis.

"**Turbo SmartCare Fee**" means the Fee to be paid for the Turbo SmartCare Services.

"**Turbo SmartCare Services**" means the Services rendered by Accelleron that are covered by the Turbo SmartCare Fee, as further defined in the Service Description.

2. FURTHER DEFINITIONS

Further definitions are set out in the General Terms and Conditions and the Appendices.

3. INTERPRETATION

(a) Any term denoting the singular shall be interpreted to also denote the plural and vice versa.

(b) Any reference to a "**Clause**" shall be deemed to be a reference to a clause of the document in which such reference is made unless the circumstances provide otherwise.

(c) Any reference to an "**Appendix**" shall be deemed to be a reference to an appendix of this Agreement unless the circumstances provide otherwise.

(d) "**Including**" shall be deemed to mean "including (without limitation)".

*****

APPENDIX 2
Installation List

Installation	TC Serial Number	TC Type	Expected TC Running Hours/Starts Stops upon the start of the Agreement Term	Expected annual Running Hours/Starts Stops	End Running Hours/Starts Stops (total)
P.ST. Denton Energy Center	HT567757	A175-M	12'321 / 3500	2,200 / 500	23'321 / 6000
P.ST. Denton Energy Center	HT567695	A175-M	12'450 / to be filled	2,200 / to be filled	23'450 / to be filled
P.ST. Denton Energy Center	HT567707	A175-M	11'906 / to be filled	2,200 / to be filled	22'906 / to be filled
P.ST. Denton Energy Center	HT567336	A175-M	12'603 / to be filled	2,200 / to be filled	23'603 / to be filled
P.ST. Denton Energy Center	HT567756	A175-M	12'321 / to be filled	2,200 / to be filled	23'321 / to be filled
P.ST. Denton Energy Center	HT567706	A175-M	12'450 / to be filled	2,200 / to be filled	23'450 / to be filled
P.ST. Denton Energy Center	HT567940	A175-M	12'550 / to be filled	2,200 / to be filled	23'550/ to be filled
P.ST. Denton Energy Center	HT567692	A175-M	12'197 / to be filled	2,200 / to be filled	23'197 / to be filled
P.ST. Denton Energy Center	HT567752	A175-M	11'906 / to be filled	2,200 / to be filled	22'906 / to be filled
P.ST. Denton Energy Center	HT567694	A175-M	12'197/ to be filled	2,200 / to be filled	23'197 / to be filled
P.ST. Denton Energy Center	HT567337	A175-M	12'603/ to be filled	2,200 / to be filled	23'603 / to be filled
P.ST. Denton Energy Center	HT568296	A175-M	12'154 / to be filled	2,200 / to be filled	23'154 / to be filled
P.ST. Denton Energy Center	HT567461	A175-M	12'437 / to be filled	2,200 / to be filled	23'437 / to be filled
P.ST. Denton Energy Center	HT567593	A175-M	12'370/ to be filled	2,200 / to be filled	23'370 / to be filled
P.ST. Denton Energy Center	HT568294	A175-M	12'824/ to be filled	2,200 / to be filled	23'824 / to be filled
P.ST. Denton Energy Center	HT550199	A175-M	12'255/ to be filled	2,200 / to be filled	23'255 / to be filled
P.ST. Denton Energy Center	HT568293	A175-M	12'824/ to be filled	2,200 / to be filled	23'824 / to be filled
P.ST. Denton Energy Center	HT555457	A175-M	12'154/ to be filled	2,200 / to be filled	23'154 / to be filled
P.ST. Denton Energy Center	HT568295	A175-M	12'154/ to be filled	2,200 / to be filled	23'154 / to be filled
P.ST. Denton Energy Center	HT567574	A175-M	12'370/ to be filled	2,200 / to be filled	23'370 / to be filled
P.ST. Denton Energy Center	HT567455	A175-M	12'437/ to be filled	2,200 / to be filled	23'437 / to be filled

P.ST. Denton Energy Center	HT568259	A175-M	12’550 / to be filled	2,200 / to be filled	23’550 / to be filled
P.ST. Denton Energy Center	HT567534	A175-M	11’710 / to be filled	2,200 / to be filled	22’710 / to be filled
P.ST. Denton Energy Center	HT567529	A175-M	11’710 / to be filled	2,200 / to be filled	22’710 / to be filled

Date: _____

Signed by Accelleron:

_____ _____

Date: _____

Signed by Customer:

_____ _____

APPENDIX 3
Running Hours / Start Stops Notification Template

Installation name	Engine number and bank	Turbocharger serial no.	Reading date [dd. mm. yyyy]	Engine Starts Stops	Engine Running Hours

APPENDIX 4
Service Description

1. SERVICES OF ACCELLERON

1.1 Turbo SmartCare Services

(a) As long as the Running Hours/Starts stops of a Turbocharger listed in the Installation List is within its Covered Running Hours/Starts Stops, but in any case only within the Agreement Term, Accelleron shall as part of the Turbo SmartCare Services render the following Services with respect to such Turbocharger:

(i) Accelleron shall manage and undertake all Scheduled Maintenance on the Turbocharger as specified in this Agreement with a minimum and maximum of 48 service events; and

(ii) Accelleron shall undertake Corrective Services with respect to the Turbocharger, including such that become necessary due to damage or breakdown of any SIKO Parts.

(b) The scope of the Turbo SmartCare Services includes all respective field, workshop labor and Spare Parts and travel time and travel costs

1.2 Additional Services

Unless agreed otherwise on a case-by-case basis, all further Services shall be deemed Supplementary Services.

2. PREREQUISITES FOR TURBO SMARTCARE SERVICES

(a) Accelleron will analyze the overall condition of each Turbocharger listed in the Installation List during the first Scheduled Service that is undertaken with respect to such Turbocharger. The same shall be true with respect to Turbochargers added to the Installation List in accordance with Clause 5.1.1.

(b) Accelleron will inform the Customer as to the condition of the Turbocharger listed in the Installation List. If the state of all parts of the Turbocharger listed in the Installation List satisfy Accelleron's Quality Requirements, then such Turbocharger shall be covered by the Turbo SmartCare Services.

(c) Should the state of certain parts not conform to Accelleron's Quality Requirements, then Accelleron shall inform the Customer accordingly, and the Customer shall have the following options:

(i) the Customer has Accelleron replace the parts in question, it being understood that the respective work and Products shall be Supplementary Services; or

(ii) the Customer elects not to replace the parts in question, in which case all Corrective Services that become necessary due to the parts in question shall not be part of the Turbo SmartCare Services but shall be Supplementary Services, and Accelleron shall have no liability whatsoever with respect to any breakdowns and incidents caused by the parts in question.

(d) Any incidents and breakdowns that occur between Accelleron's notice pursuant to Clause 2(c) and the replacement of the non-conforming parts shall not be covered by the Turbo SmartCare Services, and any Corrective Services rendered with respect to the Turbocharger listed in the Installation List shall be Supplementary Services. Accelleron shall have no liability whatsoever with respect to any breakdowns and incidents occurring in such timeframe.

3. REPLACEMENT OF TURBOCHARGERS

In case of a replacement of a Turbocharger listed in the Installation List, the relevant Customer Turbocharger shall cease to be subject to the Turbo SmartCare service and shall be removed from the

Installation List, and the replacement Turbocharger shall be inserted into the Installation List in its stead, and shall henceforth be subject to the Turbo SmartCare Services.

4. REMOVED SPARE PARTS

Accelleron shall remove the Spare Parts replaced under this Agreement from the Site at Accelleron's expense. The removed Spare Parts shall become the property of Accelleron. Accelleron shall bear the costs and risk of transportation of all removed Spare Parts.

5. INSTALLATION LIST

5.1 Installation List

Appendix 2 sets out the list of Turbochargers covered by this Agreement. The Installation List may be updated by the Parties upon mutual agreement in writing as specified in Clause 6.2 in the following cases:

5.1.1. Adding of Turbochargers to the Installation List

In case additional Turbochargers are added to the Installation List the Fixed Rate will be recalculated for the type of Turbocharger(s) added to the Installation list (which shall henceforth apply also to the Turbochargers already included in the Installation List). Alternatively, Accelleron may at its discretion offer to the Customer a separate Fixed Rate for the added Turbocharger(s). Upon agreeing thereon, Accelleron shall update the Installation List pursuant to Clause 5.2.

5.1.2. Removal of Turbochargers from the Installation List

(a) The Customer may remove any Turbocharger(s) from the Installation List prior to such Turbocharger(s) having reached their End Running Hours/Starts Stops. Such removal shall be subject to the payment of a cancellation fee, which shall be equal to the lower of (per removed Turbocharger):

  (i) the Turbo SmartCare Fee that the Customer would have had to pay for such removed Turbocharger until it would have reached 2 service intervals.

  (ii) the Turbo SmartCare Fee that the Customer would have had to pay, based on the annual Fixed Rate set out in the Installation List for the respective Turbocharger, for one event.

5.2 Updating of Installation List

Accelleron shall maintain the Installation List and shall make the necessary amendments if Turbochargers are added to or removed from the Installation List. Accelleron shall submit to the Customer the amended, signed and dated Installation List for the Customer's signature, and the Customer shall promptly sign and return to Accelleron such amended Installation List.

6. GENERAL EXCLUSIONS

(a) Any Services that become necessary due to any circumstance other than (i) faults in Accelleron-original parts included in the Turbocharger listed in the Installation List that have not arisen due to external circumstances, and (ii) faulty workmanship of Accelleron that has led to defects in the Turbocharger listed in the Installation List, including (without limitation) any of the following circumstances and Defects (as applicable), shall not be covered by the Turbo SmartCare Fee but shall rather be Supplementary Services, and shall therefore be remunerated on a time and materials basis:

  (i) operation in deviation from the Accelleron Operation Manual (e.g. cleaning not performed according to Accelleron Operation Manual);

  (ii) improper lubrication oil quality, supply, sealing and/or filtering, improper lubrication oil drainage;

(iii) improper venting;

(iv) foreign object damage;

(v) exhaust gas temperatures caused by engine in excess of operating limits;

(vi) engine room fire or fire in the air ducts;

(vii) faults of the engine to which the Turbocharger is connected;

(viii) water or moisture in the engine room;

(ix) boiler and scrubber leakage;

(x) usage of Non-Original Spare Parts;

(xi) exceeding of operational limits (according to rating plate, e.g. TC speed above nBmax, TBmax);

(xii) repeated operation beyond surging line;

(xiii) non-compliance with the applicable safety regulations or other legal standards by parties other than Accelleron; and

(xiv) premature wear on Turbocharger listed in the Installation List parts due to inadequate or incorrect functioning of the engine related systems.

(b) Any Corrective Services due to any damage or breakdown resulting from any SIKO Parts not having been replaced by the Customer when due is not part of the Turbo SmartCare Services, and accordingly, any such repair shall be Supplementary Services.

(c) No Services shall be owed by Accelleron with respect to any Turbocharger listed in the Installation List that:

(i) has been serviced by, or which otherwise was manipulated or amended by, the Customer or any third-party service provider; or

(ii) includes non-Original Spare Parts.

(d) The following Services, if requested by the Customer, shall not be covered by the Turbo SmartCare Fees and shall be invoiced as Supplementary Services:

(i) replacement of non-Original Spare Parts; and

(ii) supply of classification certificates from recognized classification societies.

(e) Furthermore, Accelleron shall not owe any Services to the Customer if the Customer is in breach of this Agreement.

(f) For the avoidance of doubt, no Services or compensation whatsoever are owed by Accelleron under this Agreement for any equipment or other tangibles that are damaged due to a defect of the Turbocharger listed in the Installation List.

7. ORIGINAL SPARE PARTS POLICY

Customer acknowledges the Quality Requirements and accepts that Accelleron shall have the right to refuse the use or the installation of turbocharger parts other than Original Spare Parts.

8. SHIPPING

9. PRODUCTS WILL BE SHIPPED ACCORDING TO THE TERMS OF CITY CONTRACT 8816. COLLABORATION UNDER THIS AGREEMENT

9.1 Exchange of information

Customer shall notify Accelleron of the current Running Hours and Start Stops of the Turbochargers listed in the Installation List:

(a) on the date on which the Turbo SmartCare Services start with respect to the Turbocharger listed in the Installation List (the "Start Running Hours" and “Start Start Stops”); and

(b) Every six months,

for each of which the Customer shall use the notification template set out in Appendix 3.

9.2 Planning of Services

(a) Accelleron shall inform the Customer when a Scheduled Service is due and shall provide details of the planned maintenance, including, but not limited to, the necessity for cranes and other support tools and time to perform the Services. The respective notice shall be delivered with the advance notice set out in the Cover Letter.

(b) The timing of the Scheduled Services relating to a Turbocharger subject to Digital Services shall be set by Accelleron in accordance with its respective recommendations as to service intervals provided as part of the Digital Services. For Turbochargers not subject to Digital Services (including such Turbochargers for which Turbocharger Data are not delivered by the Customer in accordance with the Digital Services Appendix), the service intervals set out the new operation manual and Service News. No 02/2025 shall apply.

(c) Any incidents, failure, damage or breakdowns relating to a Turbocharger listed in the Installation List resulting from Scheduled Services that have not been executed on schedule due to reasons beyond Accelleron's control shall not be covered by the Turbo SmartCare Fee, and any Corrective Services relating thereto shall be Supplementary Services.

(d) For clarity: The exchange intervals for SIKO Parts indicated on the Turbocharger rating plates relating to the preventive exchange of SIKO Parts shall apply notwithstanding different service intervals in accordance with Clause 9.2(b).

9.3 Investigation Report

Accelleron shall for each case of Corrective Services deliver to the Customer an Investigation Report. Unless challenged by the Customer based on objective grounds within 10 days from receipt, the Investigation Report shall be binding for both Parties.

9.4 Documentation of Services

After each provision of Services, Accelleron shall deliver to the Customer a service report using the standard Accelleron service report template.

10. CUSTOMER OBLIGATIONS RELATING TO THE SERVICES

(a) Customer shall notify Accelleron immediately after noticing a Turbocharger listed in the Installation List showing non-standard behavior including, but not limited to, unusual vibrations, unusual noise and reduced power output of the engine.

(b) Customer shall operate and maintain the Turbochargers included in the Installation List according to the Accelleron Operation Manual and strictly within the normal operation limits specified on each Turbocharger rating plate.

(c) Customer shall maintain all engine related systems in good working condition, especially non-Accelleron air filtration systems.

(d) In the event of a Turbocharger breakdown or on Accelleron's specific request, Customer shall provide all necessary information and materials including (but not limited to) samples of used and new lubrication oil, fuel oil samples or analyses, damaged Turbocharger parts, and engine operation data records such as engine load profile, Running Hours, Turbocharger air inlet temperature, Turbocharger exhaust gas inlet temperature or mean exhaust gas temperature after cylinder, Turbocharger speed, Turbocharger cleaning parameters. Accelleron shall be entitled to investigate the damaged Turbocharger parts also by using destructive methods.

(e) Customer shall contract all services relating to the Turbochargers listed in the Installation List to Accelleron only, except for regular checks and maintenance to be performed by the Customer pursuant to the Accelleron Operation Manual.

(f) Customer shall give Accelleron written advance notice of at least fifteen (15) calendar days prior to planned overhauls of the engines on which Turbochargers listed in the Installation List are installed.

(g) The Customer shall keep safe and in good working order all Spare Parts stored at any Customer site.

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APPENDIX 5
Pricing and Invoicing

1. TURBO SMARTCARE FEE

(a) The Customer shall owe Accelleron for the Turbo SmartCare Services a Turbo SmartCare Fee as per fixed rate provided.

(b) The Turbo SmartCare Fee does not include the following efforts and costs, which shall be invoiced in addition to the Turbo SmartCare Fee:

(i) cost of replacement parts for non-Original Spare Parts;

(ii) any other efforts and costs excluded in this Agreement;

2. RATES AND PRICES FOR SUPPLEMENTARY SERVICES

(a) In case of any Supplementary Services, Accelleron's transactional rates shall apply.

(b) All Products to be supplied by Accelleron in the context of Supplementary Services shall be invoiced at the prices set out in the GSP.

3. HANDLING AND PACKAGING

Handling and packaging necessary due to insufficient Customer packaging shall be additionally invoiced.

4. EXPENSES

(a) The Customer shall reimburse Accelleron for all expenses incurred, it being understood that the following principles shall apply:

Expense type	Principle
Hotels	Included in the fixed rate
[<Meals>]	Included in the fixed rate
[<Other living expenses>]	Included in the fixed rate
Transit and travel (> 50 km from closest Accelleron service station)	Included in the fixed rate

5. CURRENCY CONVERSION RESERVED

6. TAX, CUSTOMS, VAT

6.1 Principle Reserved

7. INVOICING AND DEFAULT

7.1 Invoicing

(a) Unless otherwise set out herein, Accelleron will invoice its Products and Services after Service provision or Product delivery, respectively.

(b) Accelleron shall issue all invoices to the Customer using the contact details set out in the Cover Letter or otherwise notified to Accelleron.

(c) All invoices shall be paid within the payment period set out in the Cover Letter, calculated from receipt of the invoice.

(d) Should the Customer require Accelleron to include a purchase order number or similar information in its invoices, then the Customer shall promptly submit such information to Accelleron.

For the avoidance of doubt, should the Customer not promptly provide such information, then Accelleron shall create its invoice without such information, and the Customer shall have no right to delay payment due to such missing information.

7.2 Default

(a) If the Customer exceeds the agreed periods of payment, it shall be liable, without reminder and with reservation of the right to bring further claims, for interest at a rate depending on the terms prevailing at Accelleron's domicile, but not less than 5 percent per annum. The contractual payment obligations remain in force.

(b) Accelleron may further suspend all Services if the Customer is in default with any payment. Accelleron shall not be liable for any damages resulting from such suspension. The intervention with respect to and repair of any breakdowns or damages to any Turbocharger listed in the Installation List due to such suspension shall not be covered by the Turbo SmartCare Fee but shall be Supplementary Services, it being understood that such services may be made subject to an advance payment.

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APPENDIX 6
Digital Services

1. DEFINITIONS

"**Digital Services**" means the Services named in Clause 2.

"**Turbocharger Data**" has the meaning assigned to such term in Clause 3(a).

2. SERVICES

Accelleron shall under this Appendix render the following Digital Services with respect to the Turbochargers included in the Installation List:

(a) analyze the Turbocharger Data provided by the Customer;

(b) notify the Customer, based on the Turbocharger Data delivered by the Customer, if Accelleron has detected any anomalies in the Turbocharger Data;

(c) notify the Customer, based on the Turbocharger Data delivered by the Customer which service interval is recommended for each Turbocharger.

3. PREREQUISITES

Accelleron shall only be obligated and able to render the Digital Services, or to render them in a timely and complete fashion, with respect to any Turbocharger, if the following prerequisites are met:

(a) the Customer has provided to Accelleron the results of the factory acceptance test of the engine which the respective Turbocharger is mounted to;

(b) the Customer provides to Accelleron the following data relating to the relevant Turbocharger and the engine it is connected with (collectively, the "**Turbocharger Data**"):

Data point	Unit	Recommended sampling rate range	Category
Turbocharger rotor speed	rps or rpm	1 - 10 s	Mandatory
Turbine inlet temperature	°C or K	1 - 10 s	Mandatory
Turbine outlet temperature	°C or K	1 - 10 s	Mandatory
TC lube oil outlet temperature	°C or K	1 - 10 s	Mandatory
TC lube oil inlet temperature	°C or K	1 - 10 s	Mandatory
TC lube oil pressure	bar or Pa	1 - 10 s	Mandatory
Engine speed	rps or rpm	1 - 10 s	Mandatory
Engine load	MW or %	1 - 10 s	Mandatory
Intake receiver/Charge air pressure	bar or Pa	1 - 10 s	Mandatory
Active fuel oil (for dual fuel application)	Binary	-	Mandatory
Active fuel gas (for dual fuel application)	Binary	-	Mandatory
Start/Stop Cycles	Number	Daily	Mandatory
Engine running hours	hours	-	Mandatory
Compressor Inlet Temperature (or Ambient Temperature)	°C or K	1 - 10 s	Mandatory
Intake receiver/Charge air temperature	°C or K	1 - 10 s	Optional
Compressor Inlet Pressure (or Ambient Pressure)	bar or Pa	1 - 10 s	Optional
Turbine Outlet Pressure	bar or Pa	1 - 10 s	Optional
Exhaust Wastegate Position (only if applicable)	%	1 - 10 s	Optional

A sampling rate for all signals in a range of 1 – 10 sec is preferred as it allows for more detailed and concise analytics. A slower sampling rate up to 60 sec is acceptable.

(c) the Customer provides the Turbocharger Data in the following format, using the following method and at the following intervals:

Data Delivery Format	
Data Delivery Method	
Data Delivery Interval	

(d) the Turbocharger Data is delivered to Accelleron, in the reasonable opinion of Accelleron, in a quality that allows the provision of the Digital Services, a respective check of which Accelleron will undertake prior to taking up the Digital Services, the result of which Accelleron shall communicate to the Customer, it being understood that Accelleron shall notify the Customer promptly upon recognizing missing, incomplete or unclear Turbocharger Data;

(e) the data exchange fulfils Accelleron's information and cybersecurity requirements;

4. EXCLUSIONS

(a) The Digital Services shall exclude any and all services not explicitly set out in Clause 2, including:

(i) provision, delivery or installation of additional measurement or telecommunications devices or any hard- or software (including cabling) whatsoever, including the upgrading or replacement thereof; and

(ii) organization and payment of offshore-onshore connection on Customer's side.

(b) The Customer acknowledges and understands that any recommendations and notifications made by Accelleron in the context of the Digital Services are only as good as the Turbocharger Data delivered by the Customer. Accelleron shall have no obligation to check, verify or otherwise assess the correctness of the Turbocharger Data delivered by the Customer, and shall not be liable for any damages (including damage to the relevant Turbocharger) due to analysis created or recommendations made on the basis of incorrect or incomplete Turbocharger Data.

(c) Customer notes that all Accelleron recommendations are based on the Turbocharger Data delivered by the Customer, which are subject to measurement tolerance and may not fully accurately reflect the status of the Turbocharger(s) from which the information has been collected. Accordingly, the recommendations derived by Accelleron from the Turbocharger Data may not fully accurately describe the status of the Turbocharger(s) and the actual operational performance may differ therefrom and the outcome of data analysis. The recommendations shall be used as a means of guidance and any decision based on the information provided by Accelleron is taken at Customer's own risk.

(d) For the avoidance of doubt, Accelleron's recommendations do not contain any information relating to Turbocharger performance or aiming to improve Turbocharger performance.

5. LIMITATIONS

In case the Customer does not or not adequately or timely perform any of its obligations set out in this Appendix or otherwise agreed in writing (including by e-mail), (i) any and all agreed deadlines which are affected by the default shall be postponed accordingly; (ii) Accelleron shall have the right to invoice any and all additional efforts directly caused by, and cost incurred as a consequence of, the default on a time and materials basis; and (iii) Accelleron's liability for damages resulting from the postponement of applicable timelines shall be excluded.

6. DURATION OF SERVICE PROVISION

The Digital Services will be provided with respect to a Turbocharger in the Turbocharger List throughout the respective TURBO SMARTCARE HOURS/STARTS STOPS, it being understood that the Digital Services shall only be provided if, to the extent, and as long as the Turbocharger Data is regularly provided by the Customer.

7. NON-DELIVERY OF TURBOCHARGER DATA

The Fixed Rate for a Turbocharger set out in this Turbo SmartCare Agreement has been calculated based on the Turbocharger Data being delivered by the Customer at the agreed intervals and from the beginning of the Agreement. Should the Customer not deliver the Turbocharger Data as agreed due to reasons not set by Accelleron, then, after having notified the Customer and having granted the Customer a reasonable curing period of not less than 90 days, Accelleron shall have the right to increase the Fixed Rate for the respective Turbocharger(s) by 25% with effect as from the date the aforementioned curing period has lapsed.

8. USAGE OF TURBOCHARGER DATA

(a) Other than:

(i) the rights granted in Clause 8(b) below, Accelleron acquires no right, title or interest in any Turbocharger Data; and

(ii) as allowed by clauses 8(b) below, Accelleron shall keep confidential all Turbocharger Data.

(b) The Customer grants Accelleron and all Accelleron Affiliates, and any third party who acts on behalf of Accelleron or any Accelleron Affiliates the world-wide, perpetual and non-exclusive right to use, collect, store, aggregate, analyze or otherwise use Turbocharger Data, free of charge. Turbocharger Data may be used (without limitation) to (i) provide and maintain its services, (ii) develop, improve, invent, market and sell, lease, license or otherwise make available existing or new technologies, products, services and software. All developments, inventions and improvements (including all resulting intellectual property rights) shall be exclusively owned by Accelleron. Accelleron has the right to transfer, including, without limitation, across country borders, such data and information to any Accelleron Affiliate or to third parties who act on Accelleron's or any Accelleron Affiliate's behalf. In addition, Accelleron shall have the right to use Turbocharger Data for benchmarking purposes if and to the extent such Turbocharger Data is anonymized or non-confidential.

(c) Accelleron has established and maintains a formal information and cybersecurity program which includes commercially reasonable technical and organizational measures to protect Turbocharger Data against security breaches, accidental or unlawful destruction, loss, alteration, and unauthorized disclosure of, or access to Turbocharger Data. Except to the extent explicitly specified otherwise in the Agreement, it is solely the Customer's responsibility to establish and maintain the security of its systems, hardware and software, in particular those that directly or indirectly connect to Accelleron's systems in connection with this Agreement.

APPENDIX 7
Accelleron Turbocharging General Terms and Conditions for Maintenance Services

1. GENERAL

1.1 These General Terms and Conditions ("GTC"), as amended or supplemented from time to time, apply to all Services and connected sales of Original Spare Parts, SIKO Parts, Replacement Units or Exchange Units (as the case may be or collectively "Products") by a member of the Accelleron Group designated in the Agreement as the contracting party providing Services and/or supplying Products ("Accelleron") to the company designated in the Agreement to whom Accelleron provides the Services and/or supplies the Products ("Customer"), and they shall form an integral part of the respective agreement between Customer and Accelleron in any written form ("Agreement"). The Agreement shall be deemed to have been entered into upon receipt of Accelleron's written acknowledgement stating acceptance of an order ("Order Acknowledgement"). Once accepted by Accelleron, orders placed cannot be cancelled or modified by the Customer without Accelleron's written consent. Tenders which do not stipulate an acceptance period shall not be binding.

1.2 These GTC shall be binding if declared applicable in the tender or in the Order Acknowledgement. Any conditions stipulated by the Customer which are in contradiction to these GTC shall only be valid if expressly acknowledged by Accelleron in writing.

1.3 All agreements and legally relevant declarations of the contracting parties must be in writing to be valid. However, the contracting parties acknowledge electronic signature (e.g. Adobe Sign, DocuSign or similar which ensure identification of the issuer and the integrity of the document) applied by authorized persons, to be sufficient and binding for entering into the Agreement and for any documents related to the Agreement, including, without limitation, documents for which the Agreement requires written form or which require to be signed by the contracting parties.

1.4 Should a provision of these GTC prove to be invalid in full or in part, the contracting parties shall replace such provision by a new one that is as close as possible to the legal and economic effect of the invalid provision.

1.5 Reserved.

1.6 All quotations are valid for 30 days from the date thereof unless otherwise specified. Thereafter, Accelleron shall not be bound to any quotations.

1.7 Accelleron may use subcontractors for the provision of its Services and shall remain fully responsible for the actions and omissions of its subcontractors as if they were its own.

2. DEFINITIONS

The following terms shall have the following meanings either in these GTC and/or the Agreement:

"Accelleron": The Affiliate of the Accelleron Group, designated in the Agreement or order as the contracting party providing the Services and/or Products to the Customer.

"Affiliate" means any entity, whether incorporated or not, that is controlled by, controls, or is under common control with the respective Party, whereby control means the power to direct management of the entity, whether through the exercise of voting rights, by contract or otherwise.

"Corrective Services" means maintenance Services that become necessary due to an incident relating to or a breakdown of a Turbocharger.

"**CPEX Part**" means any reconditioned part to be exchanged for reconditionable Customer-held parts as part of the Customer Part Exchange program.

“Customer”: The company designated in the Agreement or order as the party receiving the Services or Products.

"Documents" means all designs, drawings, plans, diagrams, deliverables, documents, software and the like in any form and media provided by Accelleron to the Customer under the Agreement.

"Exchange Unit" means either a complete Turbocharger or a cartridge or a rotor of a Turbocharger to be installed on the engine during the maintenance of the originally installed equipment.

"GSP" means the global sales prices for Accelleron products issued on a price list by Accelleron Switzerland Ltd from time to time and available upon written request.

"GTC" means these general terms and conditions.

"Operation Manual" means the official manufacturer's operation manual relating to the Turbocharger in question issued by Accelleron (including previously ABB Turbocharging)

"Original Spare Part(s)" or "Spare Part(s)" means a single or assembled part for a Turbocharger, or special tool or equipment, manufactured by or under license of Accelleron (including previously ABB Turbocharging).

"Overhaul" or **"OH"** means a standard overhaul of a Turbocharger executed by Accelleron, consisting of labor and material for (i) the dismantling and inspection of the Turbocharger, and (ii) any necessary replacement of parts, all in accordance with the instructions for regular maintenance of the Turbocharger pursuant to the respective Operation Manual.

"Product" means Original Spare Parts, SIKO Parts, Replacement Unit and Exchange Units.

"Replacement Unit" means Turbochargers ordered by the Customer for the replacement of a Turbocharger of the same specification after the commissioning of the engine.

"Running Hour/Start Stop" means an hour / a start stop during which a Turbocharger, installed on an engine, is supplying compressed air for such engine, regardless of the load on the engine. The source of the Running Hour /Start Stops information is the engine running hour / start stop counter.

"Services" means, any and all services rendered by Accelleron, as defined in the Agreement or order.

"Scheduled Service" means regular maintenance to be performed on a Turbocharger in accordance with the respective Operation Manual necessary to ensure its proper operation. The term "Scheduled Service" includes the related Services. The term "Scheduled Service" shall exclude any and all Corrective Services. For the sake of clarity, the term "Scheduled Service" shall not include any maintenance or Spare Parts for washing devices (cleaning units, valve units and pipelines), filter silencers and Turbocharger insulations.

"Service Station" means one of the Accelleron turbocharger service stations worldwide. The Service Station is equipped with the necessary tools and equipment to execute all Turbocharger-related services.

"SIKO Parts" means all rotating parts of a Turbocharger, particularly blades, shafts, and compressor wheels. "SIKO" is short for "Sicherheitskonzept", i.e. "safety concept". Exchange intervals for SIKO Parts are indicated on the Turbocharger rating plates and refer to the preventive exchange of SIKO Parts.

"Turbocharger" means a turbocharger made by or under license of Accelleron Group including Accelleron Switzerland Ltd, Baden, Switzerland (and including previously ABB Turbocharging). Where used in these GTC, "Turbochargers" means the Turbochargers subject to the Agreement unless the context provides otherwise.

3. SCHEDULING, DELAY

3.1 All ordered Products and Services are to be delivered and undertaken, respectively, within the timeframes agreed for such deliveries or work, respectively, between the Parties in writing.

3.2 Shipping dates are quoted based on conditions prevailing on the date of the quotation. In no event shall any order of the Customer or Agreement for the delivery of Products or parts be subject to cancellation by Customer as a result of delays in delivery or for any other cause, except by mutual written agreement.

3.3 The Customer shall have no right to claim damages for late shipment unless deadlines were explicitly agreed in writing as binding. In case of delays with respect to binding deadlines agreed between the parties solely caused by Accelleron, Accelleron shall be liable to the Customer for the direct damages resulting therefrom, subject to the limitation on liability set out herein. The foregoing shall be the sole remedy of the Customer in such case.

3.4 If delivery is delayed by the Customer, Turbochargers and/or Original Spare Parts held for the Customer by Accelleron shall be subject to storage charges and shall be at the risk and expense of Customer, any other provision herein notwithstanding.

4. FREE ISSUE MATERIALS

4.1 Accelleron shall not be liable for any defects or deficiencies in free issue materials (i.e. all materials, consumables and parts, information and documentation to be used for the purposes of the provision of the Services) provided by the Customer, if any, and the Customer agrees to pay Accelleron for any Services which must be repeated, or any materials replaced or repaired due to defects or deficiencies discovered in the free issue materials, and for any additional costs incurred as a consequence of (i) the defects or deficiencies discovered in the free issue materials and/or (ii) the delays in the receipt of such free issue materials. In the event that the Services cannot be performed as scheduled due to delays in the receipt of free issue materials and/or due to defects or deficiencies discovered in the free issue materials, any agreed timelines will be extended by the duration of the effect of the delays.

5. DELIVERY TERMS, PASSING OF RISK

5.1 Reserved.

5.2 Reserved.

6. ACCEPTANCE TESTS

6.1 Acceptance tests with respect to the work results of Services shall be undertaken directly after the completion of the respective Services. The Customer shall immediately notify to Accelleron any deficiencies found, and Accelleron shall promptly correct such deficiencies.

6.2 Any work results shall be deemed accepted upon the usage thereof by the Customer at the latest.

7. RETENTION OF TITLE

7.1 All parts provided by Accelleron shall remain Accelleron's sole property until the respective fees have been fully paid.

8. CUSTOMER OBLIGATIONS RELATING TO THE SERVICES

8.1 The Customer shall in a timely and complete fashion, and at its own cost, provide all access and information required for Accelleron to render its Services, including:

Provision of good and continuous accessibility, including necessary permits, to the Turbochargers, to onboard and alongside lifting devices, to good passageway for transporting of tools, materials and parts to and from the engine room, and to all cranes, rigging, tools, launch services and such other facilities or assistance to enable Accelleron to efficiently perform the Services.

Provision of all fuel, lubricating oil, water, electric power, and other supplies and utilities that may be required in connection with the Services.

Preparation of the Service-related working areas. Required scaffolds, working platforms, crane run-ways, etc. shall be provided by Customer.

Execution of all documents as reasonably required by Accelleron in connection with the Services prior to commencement of the Services.

8.2 The Customer shall provide a safe working environment as per clause 18.

8.3 The Customer shall be responsible for the proper packaging of any Customer-packaged materials.

8.4 In case the Customer does not or not adequately or timely perform any of its obligations set out in the Agreement or otherwise agreed in writing (including by e-mail), any and all agreed deadlines which are affected by the default shall be postponed accordingly. In this case:

-Accelleron shall have the right to suspend its Services and delivery of Products;

-Accelleron shall have the right to invoice any and all additional efforts directly caused by, and cost incurred as a consequence of, the default on a time and materials basis; and

-Accelleron's liability for damages resulting from the postponement of applicable timelines shall be excluded.

9. CONFIDENTIALITY

9.1 Each Party shall keep confidential any and all confidential information received from the other Party that is clearly marked Confidential ("Confidential Information"). In particular, any and all pricing information transmitted to the Customer shall be deemed Confidential Information of Accelleron. Accelleron acknowledges that Customer must strictly comply with the Public Information Act, Chapter 552, *Texas Government Code* in responding to any request for public information related to this Agreement. This obligation supersedes any conflicting provisions of this Agreement. Any portions of such material claimed by Acceleron to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, chapter 552, and *Texas Government Code*.

9.2 Any information that is or has become publicly available without any breach of the foregoing confidentiality obligation by any of the Parties shall not constitute Confidential Information.

9.3 Each Party shall have the right to disclose Confidential Information if so required by law. In a case of a disclosure required by law, the relevant Party shall notify the other Party as early as possible of a pending disclosure, so that the other Party may take any steps necessary to safeguard its Confidential Information, provided that the disclosing Party is not prohibited by law to make such notification.

9.4 The obligations set out in this clause 9 shall remain in force for three years after the termination of the Agreement.

10. TERMS OF PAYMENT

10.1 Payments shall be made by the Customer at Accelleron’s domicile according to the agreed terms of payment, without any deduction for cash discount, expenses, levies, fees, or duties.

10.2 Unless otherwise stipulated by the Parties, all fees and prices are in Swiss francs and payments shall be made in full against invoice no later than 30 days after invoice date. Payments shall not be deemed to have been effected before Accelleron's account has been fully irrevocably credited.

10.3 If payment by bills of exchange or letter of credit is agreed, the Customer shall pay the cost of discounting such bills, bill of exchange taxes and collection charges and the cost of opening, notifying and confirming the letter of credit.

10.4 If the Customer exceeds the agreed periods of payment, it shall be liable, without reminder and with reservation of the right to bring further claims, for interest at a rate depending on the terms prevailing at Accelleron's domicile, but not less than five percent (5%) per annum. The contractual payment obligations remain in force.

10.5 Upon a payment default by the Customer in the form of non-payment, incomplete payment or late payment, Accelleron shall be entitled to interrupt the Service or the delivery of the Spare Parts and/or rescind the Contract.

10.6 In case that part of the invoice for the Services performed is under dispute, Accelleron shall have the right to receive payment for the portion of such invoice accepted by Customer.

11. INTELLECTUAL PROPERTY

11.1 Accelleron retains ownership of all intellectual property rights in all designs, drawings, plans, diagrams, deliverables, documents, software and the like in any form and media ("Documents") provided by Accelleron to the Customer under the Agreement. The Customer acknowledges Accelleron's ownership rights in the Documents and must not make such Documents available to any third Party, either in whole or in part, nor use them for any purpose other than to make use of the Services and work results and for the operation of any Turbocharger covered by the Agreement without the express prior written consent of Accelleron. The confidentiality and non-use obligations set out in this paragraph do not apply to Documents, which a) are in the public domain at the time of receipt; b) are already known to the Customer at the time of receipt; c) have been lawfully received by the Customer from a third Party without similar restrictions; or d) have been developed by the Customer independently from the information received. Technical Documents shall serve only as an approximate indication unless they have been specified as binding.

11.2 If the Services and/or Products provided by Accelleron include software, the Customer is granted a non-exclusive right of use of the software together with the delivery item, unless otherwise agreed. The Customer is not entitled to copy (except for archival purposes, troubleshooting or to replace faulty data carriers) or to edit the software. In particular, the Customer may not disassemble, decompile, decrypt or reverse engineer the software without the prior written consent of Accelleron. In case of infringement, Accelleron may withdraw the right of use. For third-party software, the conditions of use of the licensor apply, and the licensor, as well as Accelleron, may also assert a claim in the event of infringement.

12. DATA PRIVACY AND DATA COLLECTION

12.1 Each Party shall comply with all applicable data protection laws and regulations and agrees not to withhold or delay its consent to any changes to applicable contract provisions necessary in order to comply with applicable data protection laws and regulations and/or with guidelines and order from any competent authority. The Parties acknowledge that the processing of personal data may require the conclusion of additional data processing/protection agreements. A Party shall, upon request of the other Party, promptly enter into any such agreement(s) as required by mandatory law or a competent authority.

12.2 Other than the rights contractually conferred, Accelleron acquires no right, title or interest in any Customer owned or licensed information and data provided by or on behalf of Customer to Accelleron in connection with the Services ("Customer Data").

12.3 The Customer grants Accelleron and all Accelleron Affiliates, and any third party who acts on behalf of Accelleron or any Accelleron Affiliate the world-wide, perpetual and non-exclusive right to use, collect, store, aggregate, analyze or otherwise use Customer Data, free of charge, including (without limitation) (i) all data and information generated or gathered by any embedded sensors and SCADA devices in any Turbocharger and (ii) all data and information relating to any Turbocharger delivered to Accelleron by the Customer under the Agreement. Customer Data may be used (without limitation) to (i) provide and maintain its services, (ii) develop, improve, invent, market and sell, lease, license or otherwise make available existing or new technologies, products, services and software. All

developments, inventions and improvements (including all resulting intellectual property rights) shall be exclusively owned by Accelleron. Accelleron has the right to transfer, including, without limitation, across country borders, such data and information to any Accelleron Affiliate or to third parties who act on Accelleron's or any Accelleron Affiliate's behalf. In addition, Accelleron shall have the right to use Customer Data for benchmarking purposes if and to the extent such Customer Data is anonymized or non-confidential.

12.4 Accelleron has established and maintains a formal information and cybersecurity program which includes commercially reasonable technical and organizational measures to protect Customer Data against security breaches, accidental or unlawful destruction, loss, alteration, and unauthorized disclosure of, or access to Customer Data. Except to the extent explicitly specified otherwise in the Agreement, it is solely the Customer's responsibility to establish and maintain the security of its systems, hardware and software, in particular those that directly or indirectly connect to Accelleron's systems in connection with the Agreement.

13. WARRANTY

13.1 Accelleron warrants that the Services are performed with reasonable skill and care and if the Services include delivery of Spare Parts by Accelleron that the Spare Parts are free from defects in materials and workmanship.

13.2 If defects in the Services (excluding Spare Parts) are revealed within a period of six (6) months of completion of Services or, in case of delivery of Spare Parts, within twelve (12) months from the delivery of such Spare Parts, and provided that the Customer promptly upon occurrence of defects notifies Accelleron in writing by specifying the defects within the said time, Accelleron shall re-perform Services and in case of Accelleron-supplied Spare Parts repair or replace the defective part (it being understood that the decision of whether to repair or replace a Spare Part shall be at Accelleron's sole discretion).

13.3 Accelleron's sole responsibility relating to defects in the Services is such re-performance and, with respect to defective Accelleron-supplied Spare Parts, the repair or replacement thereof without charge to Customer by delivery any such replacement part as set forth in City Contract 8816

13.4 Where a defect is remedied under the warranty above, such Service is re-warranted subject to an overall limit of twelve (12) months from the performance of the initial Service or twenty-four (24) months from the delivery of the first defective Spare Parts. The original warranty period shall not otherwise be extended.

13.5 Accelleron reserves the right to require that the Customer returns the defective Spare Part to Accelleron (nearest Accelleron Service Station) to enable Accelleron to provide the warranty Service.

13.6 This warranty does not apply to, and Accelleron is not liable for making good or compensating for any damage, arising from:

-defective services.

-non-Original Spare Parts.

-any defects caused by the Customer or a third party.

-defects or damage due to circumstances for which Accelleron is not responsible, including but not limited to: faulty maintenance; non-compliance with operating and maintenance manuals; excessive strain, assembly; works or activities not performed by Accelleron (even if based on or related to advice given by Accelleron); improper storage; misuse in its application; abuse; accident; alteration or repair by anyone other than engineers authorized by Accelleron; improper maintenance or failure to observe operating instructions; or Customer not having immediately taken appropriate steps (such as discontinuing use of the Turbocharger and/or Spare Part) to prevent the defect from being aggravated or resulting in damage to other parts upon discovery of a defect.

-Any Turbocharger and/or Original Spare Part which exceeds the original equipment manufacturer's recommended useful life shall also be excluded from the warranty.

-Accelleron reserves the right to check and investigate any claim made by Customer that a defect in a Turbocharger and/or Spare Part exists before taking any steps to correct such defect.

-Costs of travelling, accommodation, daily allowance, shipping, customs and duties and any other costs related to warranty claims shall be paid by the Customer. Any Spare Part or Turbocharger units replaced under the Agreement shall become the property of Accelleron. Customer shall provide free and clear access to the Turbocharger and/or Spare Parts without cost to Accelleron.

-The warranties set out in this clause 13 are exclusive and in lieu of all other written, implied or oral and all other warranties, covenants and representations including without limitation implied warranties of merchantability or fitness for a particular purpose, which are hereby disclaimed. Notwithstanding anything in the Agreement to the contrary, the remedies stated in this clause 13 constitute the Customer's exclusive remedies with regard to quality and performance of the Services and for any breach of warranty, covenant or representation and Accelleron's entire liability for any breach of warranty.

14. FORCE MAJEURE

14.1 Accelleron shall not be liable to the Customer for damages arising as a consequence of Force Majeure Events. If Accelleron is unable to perform its obligations under the Agreement due to a Force Majeure Event, the performance of such obligation shall be postponed until the Force Majeure Event ceases to exist, but Customer shall pay Accelleron for the Services and Products provided until the date when the event of Force Majeure started.

14.2 For the purpose of this clause 14, "Force Majeure Events" means any event or circumstance beyond the reasonable control of Accelleron such as industrial disputes, actions of terrorists or threat of terrorism, acts of war (whether declared or undeclared), blockade, piracy, civil commotion, fire, embargo, epidemics, pandemics, extensive military mobilization, insurrection, natural catastrophes, strikes and/or other organized work stoppage, whether local or industry wide, governmental acts and orders (whether legal or not), revolution, requisition, riot, seizure, storm, volcanic activity, flood, lightning, landslide, drought, whirlwind, and any other natural disaster or adverse climatic or sea conditions, obsolescence of parts, restrictions in the use of power and defects or delays in deliveries or work by sub-contractors caused by any such events or circumstances referred to in this paragraph.

14.3 Accelleron's travel policy is updated from time to time. Any restrictions in travel, as set out in applicable travel guidelines in Accelleron, or any acts of authority whether lawful or unlawful, that affects Accelleron's ability to perform the Services, shall be deemed as Force Majeure Events.

14.4 Accelleron shall be entitled to recover from the Customer its reasonable costs arising as a result of any Force Majeure event occurring in the sphere of risk of the Customer, provided always that Accelleron is under a duty to take reasonable action to mitigate such costs.

14.5 Should the Force Majeure Event continue for more than three months, then Accelleron may terminate the Agreement without adhering to any notice period and without liability for any damages resulting therefrom.

14.6 Reserved. .

15. LIMITATION OF LIABILITY

15.1 Notwithstanding anything to the contrary contained in the Agreement and these GTC:

-Accelleron, its Affiliates, and all employees, officers and agents of Accelleron and its Affiliates shall in no event be liable for consequential or indirect damages, including loss of production, loss of earnings, loss of profit, loss of use, loss of contracts, costs or losses due to pollution, costs of capital or costs connected with interruption of operation, loss of anticipated savings, loss or corruption of data.

-Accelleron's (including its Affiliates' and all of Accelleron/Accelleron Affiliates employees', officers' and agents') total liability in respect of any and all claims for damages or losses which may arise in

connection with Accelleron's performance or non-performance, whether as a result of breach of contract, warranty, guarantee, tort, negligence, strict liability or otherwise, shall in no event exceed 100% of the amounts paid by the Customer for the Services in respect of the relevant Turbocharger covered by the Agreement in the course of which the liability claims have arisen, and a total of 50% of cumulated total amounts paid by the Customer under or in connection with the Agreement (as applicable) in the calendar year in which the liability claims have arisen15.2 The limitation of Accelleron's liability according to this clause 15 shall not apply with respect to gross negligence or willful misconduct by Accelleron or as far as in conflict with mandatory law.

16. NON-OEM SPARE PARTS WARRANTY AND LIABILITY EXCLUSIONS

16.1 Notwithstanding any provision in the Agreement and these GTC to the contrary, in no event shall Accelleron be liable for any damages, whether direct or indirect, arising out of or resulting from customer’s use of non-Original Spare Parts on a Turbocharger.

16.2 If Accelleron discovers any such non-Original Spare Parts on a Turbocharger, Accelleron will recommend replacement of such non-Original Spare Parts with Original Spare Parts. If such recommendation is not followed, then notwithstanding Clause 13 ("Warranty") above, no warranty shall be given for any Services or Original Spare Parts provided by Accelleron as part of such Services relating to such Turbocharger.

17. EXPORT CONTROL AND RESTRICTED USE

17.1 The Customer acknowledges that turbochargers, turbocharger parts, technology, software and/or services may be subject to domestic and/or foreign statutory provisions and regulations regarding export control and, without export or re-export authorizations from the competent authorities, may not be sold, leased or otherwise transferred or used for a purpose other than that agreed upon. The Customer agrees to comply with such provisions and regulations. The Customer acknowledges that such provisions and regulations may change and are applicable to the Agreement according to the wording valid at the time.

17.2 Turbochargers, turbocharger parts, technology, software and/or services delivered by Accelleron may neither directly nor indirectly be used in any way in connection with the design, production, use or storage of chemical, biological or nuclear weapons or carrier systems. They may also not be used for military or nuclear applications without Accelleron's prior written consent.

17.3 Turbocharger, turbocharger parts, technology, software and/or services may additionally be subject to Accelleron’s internal policies regarding doing business in certain countries/regions.

17.4 Accelleron is entitled to reject orders and is not be obliged to deliver in the case such transactions are in conflict with such policies.

18. HEALTH AND SAFETY

18.1 To the extent Accelleron provides Services at any site under the care, custody or control of Customer, Customer shall identify any potential health and safety hazard at site and shall at all times maintain healthy and safe working conditions at such site for Accelleron’s personnel to perform the Services, in line with local and international rules & regulations and relevant codes of practice related to occupational health and safety. This includes, without limitation, implementing appropriate policies and procedures regarding safe working order of lifting equipment like cranes, hoists and rails, hazardous materials, electrical safety, control of hazardous energy working at heights, confined space entry, machine guarding, lifting loads, energization and de-energization of power systems (electrical, mechanical and hydraulic), the whole using safe and effective industry practices. Customer shall timely advise Accelleron’s personnel in writing of all applicable site-specific health, safety, security and environmental requirements and procedures, and provide Accelleron's personnel with any specific protection required for the site, other than Accelleron's usually available safety protection. If there are multiple contractors and/or service providers providing services and work, Customer shall establish a health and safety management plan and a clear hierarchy of responsibilities related to health and

safety management between all parties. Customer's safety officer/supervisor or equivalent shall be promptly available upon Accelleron's request when the Services are being performed.

18.2 Accelleron shall comply with the health and safety policies and procedures communicated by Customer for the site, applicable laws and regulations and similar Accelleron’s policies and procedures, it being understood that the more stringent mandatory health and safety policies and procedure shall be applied. Without limiting Customer's responsibilities under this clause, Accelleron has the right but not the obligation to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the site.

18.3 Accelleron's personnel will conduct an assessment at the Customer's premises to ensure compliance with Accelleron’s health and safety standards. If, in Accelleron's reasonable opinion, the health, safety or security of personnel or the site is or may be imperiled by security risks or threats, the presence of or threat of exposure to hazardous materials or unhealthy or unsafe working conditions, Accelleron may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from site, suspend performance of all or any part of the Services hereunder, and/or remotely perform or supervise work, in which case and to the extent allowed by Texas law without waiving any applicable immunities Accelleron shall be indemnified by Customer for any costs or delays arising out thereof. Accelleron shall give Customer written notice describing the basis for such claim and a good faith estimate of the amounts to be claimed prior to incurring such costs to the extent practicable, and in any event within a reasonable time after such costs are known or reasonably determinable.

18.4 Customer shall notify emergency services should any of Accelleron's personnel suffer an accident or become ill while at the Customer's premises

19. TERMINATION

19.1 The Agreement may be terminated by either Party without adhering to any notice period if the other Party ceases or threatens to cease carrying on its business, becomes insolvent, files for or is otherwise subject to bankruptcy or insolvency proceedings, has its assets seized or encumbered due to debt enforcement proceedings, enters into negotiations with its creditors for composition or similar arrangements or is subject to a receivership.

19.2 The Parties may terminate the Agreement by mutual written agreement at any time.

19.3 Accelleron shall have the right, at its sole discretion, to terminate the Agreement or order by giving written notification to Customer of such decision, in the following cases:

-Impossibility of performance, for any cause, not attributable to the gross negligence of Accelleron.

-Breach of the Agreement by the Customer, including default in payments.

-When an event of force majeure prevents Accelleron to perform its obligations under the Agreement for more than six (6) months.

20. CHANGE OF LAW

20.1 If, after the effective date of the Agreement, by reason of any adoption of or change in law, ordinances, statutes, rules, regulations, treaties, orders or decrees (including changes to tax laws), or change in the interpretation or administration thereof, that makes the performance by Accelleron under the Agreement more expensive or more onerous, and/or will cause a delay in the Services, the Parties will inform each other without undue delay, and submit detailed information of such effects, and Accelleron will be entitled to reimbursement for any increased efforts and costs (on a time and materials basis) and be awarded time and other contractual adjustments (as applicable).

21. VARIOUS PROVISIONS

21.1 Compliance

The Parties will comply with all applicable laws in connection with the Agreement and these GTC, including without limitation the U.S. Foreign Corrupt Practices Act 1977 (as amended), UK Bribery Act

2010 (as amended), any legislation enacting the principles of the OECD Convention on Combating Bribery of Foreign Officials and any other applicable laws, rules, regulations, decrees and/or official governmental orders relating to anti-corruption, anti-money laundering and anti-tax evasion in relevant jurisdictions (collectively "Anti Bribery & Corruption Laws").

The Parties shall ensure that their respective employees, officers, directors, and any Affiliates or third parties engaged in any manner in relation to the Agreement shall undertake to comply with all Anti Bribery & Corruption Laws and the requirements set out in this clause. The Parties confirm that they have not violated, shall not violate, and shall not cause the other party to violate, any Anti Bribery & Corruption Laws in connection with the Agreement and these GTC.

Customer's violation of any of the obligations contained in this clause may be considered by Accelleron to be a material breach of the Agreement and shall entitle Accelleron to terminate the Agreement or cancel the order with immediate effect and without prejudice to any further right or remedies on the part of Accelleron under the Agreement or applicable law. To the extent allowed by Texas law without waiving any applicable immunities, the Customer shall indemnify for all liabilities, damages, costs or expenses incurred as a result of any such violation of the above mentioned obligations and termination of the Agreement

-The Customer notes that Accelleron has published its Code of Conduct, available at www.accelleron-industries.com/integrity, and that it is Accelleron's policy to do business with companies adhering to similar levels of ethical business conduct. The Customer notes that Accelleron is maintaining an anonymous platform for the reporting of suspected unethical behavior: https://accelleron.speakup.report/en-GB/integrity/home.

21.2 Non-solicitation

During the term of the Agreement and for a period of one (1) year following the termination or expiry thereof, neither Party shall solicit for hire as an employee, consultant or otherwise, any of the other Party's personnel; provided, however, that nothing contained herein will prevent a Party from hiring any such employee or consultant who responds to a general hiring program conducted in the ordinary course of business not specifically directed to such employees or consultants or who approaches such Party on a wholly unsolicited basis.

21.3 Notices

All notices under the Agreement will be in writing and will be delivered by e-mail, personally, via first class return receipt requested mail, registered mail, by courier service, or by express mail, addressed as set out in the Agreement, or to such other address as either Party may designate in writing to the other Party from time to time. Any personal delivery will be deemed to be effective upon delivery as shown by the courier receipt.

21.4 Severability

Each provision of the Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. The invalidity or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other provision hereof. If any provision of the Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of the Agreement remain in full force and effect if both the economic and legal substance of the transactions that are contemplated in the Agreement are not affected in any manner adverse to any Party.

21.5 No waiver

The waiver of a breach of the Agreement or the failure of a Party to exercise any right under the Agreement or these GTC shall in no event constitute a waiver as to any other breach, whether similar or dissimilar in nature, or prevent the exercise of any right under the Agreement. The failure of either Party to enforce at any time any of the provisions of the Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of a Party to enforce each and every such provision thereafter.

21.6 No set-offs

The Customer must not make any set-offs against, or deductions from, any fee owed to Accelleron without Accelleron's prior written consent.

21.7 No partnership, no agency

Nothing in the Agreement and these GTC is intended to or shall be deemed to establish any partnership or joint venture between the Parties or constitute any Party as the agent of another Party. Accelleron is and shall be an independent contractor with respect to the performance of services or delivery of products.

21.8 Assignment

Other than explicitly set out in the Agreement, the Customer shall not assign the Agreement or any of the rights or obligations hereunder to any third Party without the prior written consent of Accelleron. Accelleron may transfer or assign the Agreement and any rights and obligations thereunder to an Affiliate of Accelleron without the Customers prior consent, however, Accelleron shall provide prompt written notice of assignment to Customer.

21.9 Entire Agreement

The Agreement and the City of Denton Contract 8816 are the entire agreement of the Parties with respect to subject-matter hereof and supersedes and cancels all prior oral or written representations, communications, or agreements between the Parties.

21.10 Amendments

No alteration, amendment, waiver, cancellation or any other change in any term or condition of the Agreement and these GTC shall be valid or binding on either Party unless agreed in writing.

22. APPLICABLE LAW AND DISPUTE RESOLUTION

22.1 Unless otherwise agreed by the Parties, these GTC and the Agreement or order shall be governed by, construed, enforced, and interpreted in accordance with the laws of the State of Texas.

22.2 Unless otherwise agreed, the exclusive jurisdictional venue for disputes arising under these GTC and the Agreement shall be those of Denton County.

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EXHIBIT F

					Accelleron
Line #	**Description**	**Mfgno**	**QTY**	**UOM**	**BAFO Pricing**
1	TURBOCHARGER COMPLETE A175	156638	1	EA	CHF 337,042.12
2	SPEED PICKUP	SE518/SE528	1	EA	CHF 3,379.32
3	NOZZLE RING ASSEMBLY A175	156317	1	EA	CHF 29,665.44
4	TURBINE DIFFUSER A175	1562857	1	EA	CHF 9,549.96
5	DIFFUSER A175	1562005	1	EA	CHF 22,474.20
6	SPARE PART SET A175	1561071	1	EA	CHF 10,193.40
7	SPARE PART SET A175	1561072	1	EA	CHF 19,367.88
8	SPARE PART SET A175	156379	1	EA	CHF 2,548.56
9	SPARE PART SET A175	156380	1	EA	CHF 509.88
10	TURBOCHARGER A175 INSPECTION	156380	1	EA	$18,058.99
11	TURBOCHARGER A175 OVERHAUL	156380	1	EA	$515,000.00
12	FIELD SERVICE, LABOR, TRAVEL AND ACCOMI		1	HR	$11,849.12
13	PERFORM 16,000 HR TURBOCHARGER MAIN		1	HR	$7,504.992

EXHIBIT G

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a) and by City of Denton Ethics Code, Ordinance 18-757.
By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 **Name of vendor who has a business relationship with local governmental entity.**

ACCELLERON US INC.

2 [X] **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relations hip with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

[ ] Yes [X] No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

[ ] Yes [X] No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

[ ] Yes [X] No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 [X] **I have no Conflict of Interest to disclose.**

5 Signed by: Burak Hayfavi 3C89GE8625A64DD...

Signature of vendor doing business with the governmental entity

2/23/2026
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

Relative: a family member related to a City Official within the third 3rd degree of affinity (marriage) or consanguinity (blood or adoption)

City Official: for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

Vendor: a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

(3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars ($50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars ($200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

Certificate Of Completion

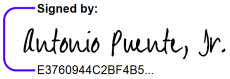
Envelope Id: A4E9DBC5-50F7-4B49-A814-AB9C7B2FD5E7
Status: Sent
Subject: Please DocuSign: City Council Contract 8816 DEC Turbo Replacement, Parts and Service
Source Envelope:
Document Pages: 69
Signatures: 4
Certificate Pages: 6
Initials: 3
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Crystal Westbrook
901B Texas Street
Denton, TX 76209
crystal.westbrook@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

Status: Original
2/17/2026 10:23:06 AM
Holder: Crystal Westbrook
crystal.westbrook@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Crystal Westbrook crystal.westbrook@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.104	Sent: 2/17/2026 10:28:27 AM Viewed: 2/17/2026 10:28:47 AM Signed: 2/17/2026 10:30:25 AM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Initial  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 2/17/2026 10:30:28 AM Viewed: 2/17/2026 12:52:11 PM Signed: 2/17/2026 12:52:56 PM
Leah Bush leah.bush@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/18/2026 10:06:53 AM ID: 4023077a-eaeb-41b6-a7db-403e400df4e4	Signed by:  2A936B08B5D7485... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 2/17/2026 12:55:06 PM Viewed: 2/18/2026 10:06:53 AM Signed: 2/18/2026 12:54:39 PM
Ihab Hlayel ihab.hlayel@accelleron-industries.com Managing Director Accelleron US Inc. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/23/2026 3:43:21 PM ID: 5d690780-746e-44c9-80cc-37217c1f7739	DS  Signature Adoption: Pre-selected Style Using IP Address: 136.226.56.113	Sent: 2/23/2026 3:35:36 PM Viewed: 2/23/2026 3:43:21 PM Signed: 2/23/2026 3:53:44 PM

Signer Events	Signature	Timestamp
Taydi Delgado taydi.delgado@accelleron-industries.com Finance Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/23/2026 4:05:23 PM ID: 360e0754-0364-4657-9722-a84b00e2b2be	Initial  Signature Adoption: Pre-selected Style Using IP Address: 136.226.56.93	Sent: 2/23/2026 3:35:36 PM Viewed: 2/23/2026 4:05:23 PM Signed: 2/23/2026 4:33:35 PM
Burak Hayfavi sirri-burak.hayfavi@accelleron-industries.com Sales Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/23/2026 4:37:19 PM ID: ce67d558-abbc-45f0-9b71-a57f0bf5a06b	Signed by:  3C89CE8625A64DD... Signature Adoption: Pre-selected Style Using IP Address: 2600:1700:4a0:1610:b596:3268:f1e2:80da	Sent: 2/18/2026 12:54:47 PM Viewed: 2/23/2026 4:37:19 PM Signed: 2/23/2026 4:39:21 PM
Antonio Puente, Jr. antonio.puente@cityofdenton.com DME General Manager Denton Municipal Electric Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/23/2026 4:55:48 PM ID: 10c9b465-79cf-4c5e-9941-aac87a901da3	Signed by:  E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 2/23/2026 4:39:24 PM Viewed: 2/23/2026 4:55:48 PM Signed: 2/23/2026 4:56:07 PM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 2/23/2026 4:56:11 PM
Sara Hensley sara.hensley@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Ingrid Rex Ingrid.Rex@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 2/17/2026 10:30:28 AM
Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 2/17/2026 12:55:08 PM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 2/23/2026 4:56:11 PM Viewed: 2/25/2026 12:01:40 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Arthur R. Pando Arthur.Pando@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/21/2026 10:40:15 AM ID: b6004c8e-8fba-402f-aaa9-cbe67c8074a6		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/17/2026 10:28:27 AM
Envelope Updated	Security Checked	2/23/2026 3:35:35 PM
Envelope Updated	Security Checked	2/23/2026 3:35:35 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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