

Invoice PSI013752



October 19, 2023

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Invoice Address:

Wampler's Farm Sausage Co.
781 Hwy 70 West
Lenoir City, TN 37771-7659
USA

Delivery Address:

Wampler's Farm Sausage Co.
Attn: Joe Kelley 865-310-4639
781 Hwy 70 West
Lenoir City, TN 37771-7659
USA

Clauger USA LLC
1750 Enterprise way
Suite 102
Marietta, GA 30067

Contact Name**Package Tracking No.**

1Z2A33750374510948

Customer PO No.

JK11923-A

Shipping Agent Code

BW

Due Date

November 18, 2023

Payment Terms

Net 30

Order No.

SO000491

Shipment Method

GROUND PPA

Salesperson

Ralph Walker

Invoice Date

October 19, 2023

Hansen Level Probe

No.	Description	Quantity	UOM	Unit Price Excl. Tax	Disc %	Tax %	Line Amount Excl. Tax
	Special pricing due to Hansen product change					0.00	
	Hansen replacment of LP-03N with the WLT and LPE					0.00	
HAN-WLT	LEVEL TRANSDUCER SENSOR 2-WIRE – REPLACES 20" THROUGH 157" LP & VLT	1	PIECES	470.49		9.00	470.49
HAN-LPE	LP EMULATOR KIT	1	PIECES	261.00		9.00	261.00
PARTS FREIGHT PPA	PARTS FREIGHT CHARGES PPA	1	each	18.19		8.96	18.19
Subtotal							749.68
Total \$ Incl. Tax							817.14

BankInformation

Account Name: Clauger USA LLC
Bank Name: Fifth Third bank
Bank Acc. No.: 7244234857
Payment Routing No.: 071923909
Bank Address: 222 Riverside Plaza

City: Chicago
Country: IL
Postal Code: 60606
Bank Phone No.: 847-418-3237
Bank Wire Routing: 0

RemittanceAddress

Lockbox #235047
P.O. Box 85047
Chicago
60689
IL

RemittanceAdvice

ar@clauger.us

Visit us on web - clauger.com



Terms and Conditions

1. This is the complete agreement and supersedes all previous written or oral statements. Terms and conditions added by customer do not become part of the agreement unless accepted in writing by Clauger. No modifications to this agreement shall be binding unless agreed to in writing by both parties. If customer instructs Clauger to proceed with this work without signing this agreement, customer and Clauger are deemed to have entered into a contract on the terms and conditions set forth herein.

2. Payment.

- a. Total contract price under \$50,000, payment due NET 30 from receipt of invoice.
- b. Total contract price over \$50,000
 - i. 30% down payment, due upon acceptance of this agreement and before Clauger proceeds with work. The down payment will be applied pro rata over the duration of the project. Clauger not obligated to commence work until the down payment is received.
 - ii. Progress payments thereafter for the duration of the project, typically monthly, for work performed that period, except that all materials and equipment will be invoiced and payable 100% upon delivery, regardless of whether installed. All progress payments due NET 30 from receipt of invoice from Clauger.
 - iii. Under certain circumstances, Clauger may require payment for materials or equipment (a) prior to shipment or (b) that is being stored offsite.
 - iv. Clauger may suspend work if any progress payment is not timely paid. Once the progress payment is paid, Clauger may recommence work and will be entitled to recover from Customer all costs incurred by Clauger due to the suspension and recommencement of work.
 - v. Final payment shall be due upon substantial completion of work; provided however, that Customer may withhold from the final payment a retainage amount equal to the cost of completing the punch list work, if any. Retainage will become due to Clauger as each punch list item is completed. Clauger may suspend completion of the punch list work if final payment and retainage disbursements are not timely paid.

3. Late Payments

- a. Payments late over 15 days, incur a late charge of 2.5% on the total amount of invoice.
- b. Payments late over 30 days, incur interest at the highest rate allowed by law, and Clauger shall be entitled to recover all costs of collection such as legal costs including attorney and paralegal fees incurred at any time.

4. Costs. Unless otherwise specified by Clauger, costs are exclusive of all applicable local, state, federal or foreign taxes, including sales and excise taxes, or tariffs that may be levied on the goods or the sale of goods, and any such taxes or tariffs paid by Clauger shall be reimbursed by customer and may be invoiced by Clauger as an additional cost to be paid by the customer.

5. Insurance: Clauger carries workers compensation, commercial general liability, and automobile liability insurances. Customer may request a copy of Clauger's certificate of insurance. Customer shall maintain liability insurance and shall provide a copy to Clauger. Customer shall purchase and maintain property insurance on an all-risk or equivalent form, including builder's risk, sufficient to cover the entire contract price, for the duration of the project and until final payment is made to Clauger. Customer's insurances shall fully protect the interests of customer as well as Clauger and its subcontractors and name them as additional insureds on a primary and non-contributory basis. Clauger and customer waive all rights against each other and any subcontractors, employees, or agents, including subrogation rights, for all damages of any type caused by any hazard or any other losses that can be covered by property insurance. Clauger may name customer as additional insured, if requested by customer, and such naming will apply only to claims made against the additional insured only to the extent the claim is due to the sole negligence of Clauger and is not intended to make Clauger's insurer liable for claims due to the fault of others, such as those named as additional insured.

6. Other Customer Responsibilities: Customer will provide full information regarding its requirements for the project. Customer will cooperate and work closely with Clauger in the completion of the project. Customer will attend construction meetings to discuss construction issues. Customer shall furnish information or services reasonably requested by Clauger with reasonable promptness. Customer shall furnish any other information that Customer knows or should know to be relevant to the project and Clauger's performance of the scope of work. Clauger shall be entitled to rely on the accuracy of information furnished by Customer. Customer shall furnish to Clauger information necessary and relevant for Clauger to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the Property and Customer's interest therein. Customer shall provide clear, safe, and continuous access for all of the work. Customer will provide Clauger sufficient parking spaces or other areas to be used for material storage, parking, etc. Customer will coordinate, or allow Clauger to coordinate, traffic, ingress, and egress. Customer agrees not to interfere with completion of the work. Customer must timely approve change orders, render decisions promptly, and furnish information expeditiously and in time to meet the work progress schedule. Customer shall inform Clauger of the presence of any hazardous substances or unsafe conditions at the property, and does hereby defend,

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indemnify, and holds harmless Clauger from claims by any person arising from the existence of and/or exposure to hazardous substances or unsafe conditions at the property.

7. Changes. Changes in Clauger's scope may be requested by customer, and Clauger may choose to either (i) perform such change and request payment in addition to the contract price via invoice or (ii) not perform such work until customer signs a change order or pays for such change in advance. If the change results in an increase in cost to Clauger fulfilling its obligations hereunder, the contract price shall be increased accordingly on a basis set by Clauger. If the change results in an increase in time to Clauger fulfilling its obligations hereunder, the schedule shall be increased accordingly on a basis set by Clauger. Any changes or additions shall be supplied under the terms of this agreement.

8. Warranty. Clauger warrants to the owner that materials and equipment furnished under the contract will be good quality and new unless the contract documents require or permit otherwise. Clauger further warrants the work will be free of material defects. Clauger's warranty excludes remedy for damage arising from or related to abuse, alterations not performed by Clauger, improper or insufficient maintenance, improper operation, or wear and tear. Except for products manufactured by Clauger, the warranty of the respective manufacturer of any items of new equipment and parts is customer's sole warranty or remedy for defects in such equipment or parts, and Clauger shall not be held liable. Clauger's obligation under its warranties shall be limited to repairing, replacing, or allowing credit for, defects in its workmanship, for a period not to exceed one (1) year from the date of installation. WARRANTIES PROVIDED ARE IN LIEU OF ALL OTHER WARRANTIES AND NO WARRANTIES OF MERCHANTABILITY OR FITNESS ARE PROVIDED. Any used equipment or parts are sold to customer "as is" without warranty.

9. Delays / Force Majeure: In the event of any circumstance beyond Clauger's direct and reasonable control, such as acts of God, fires, floods, weather, government orders or inspections, civil or military disturbances, terrorism, sabotage, vandalism, theft, labor strikes or shortages, material shortages or rationing, price increases for materials or labor, epidemics, quarantines, power failures, computer failure, changes made at customer's request or required due to site layout, utility availability, or otherwise, interference or delay by customer or customer's other contractors/suppliers, etc., Clauger shall not be liable for any damages resulting from such causes, and shall be entitled to an equitable adjustment in the contract price and contract time (if any), or to terminate the contract for convenience.

10. Shipment Terms. All materials and equipment are sold to Customer F.O.B. point of shipment. Title and risk of loss, damage, or destruction shall transfer to Customer at the point of shipment; Customer represents and agrees that its builder's risk insurance shall provide coverage for such loss, damage, or destruction. Unless specifically agreed in writing, shipment and delivery dates quoted are estimates, and Clauger does not guarantee a date for shipment or delivery. Partial shipments are authorized.

11. Indemnity: Clauger, to the fullest extent permitted by law, shall indemnify, hold harmless and defend customer, its officers, directors, employees and agents from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts, errors, or omissions of Clauger or its consultants, subcontractors, or anyone employed by any of them, or anyone for whose acts any of them may be liable, but only to the extent such loss is covered by the insurance policies of Clauger referenced above. Customer, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Clauger and any of its officers, directors, employees, agents, consultants, or subcontractors from and against claims, losses, damages, liabilities, including investigation and legal costs, such as attorneys' fees, paralegal fees, and expert fees, whenever occurred, arising from or related to bodily injury, sickness or death, and property damage or destruction to the extent resulting from the negligence, acts, errors, or omissions of customer or customer's contractors, suppliers, or consultants, or anyone for whose acts any of them may be liable.

12. Limitation of Liability: Clauger shall not be held liable for any incidental, special, or consequential damages, including but not limited to loss of revenue, loss of use, reputation, or economic damages arising from or related to any reason, including but not limited to Clauger's performance of this agreement, delay, breach of contract, strict liability, or negligence. Clauger shall be liable to customer only for direct damages and limited to the proportionate extent that Clauger's acts or omissions directly contributed to the damage or injury. Clauger's maximum liability for any reason shall not exceed the lesser of (a) the total contract price, and (b) the amount covered by Clauger's available insurance, and Customer agrees to look solely to policies of insurance in recovery and not to Clauger.

13. Termination: Customer may terminate this agreement at any time. In such event, Clauger shall be paid for work performed or delivered prior to termination, costs incurred because of the termination, such as demobilization, lost time, and contract break fees, and reasonable overhead and profit on the work not executed. Clauger reserves the right to stop work at any time if customer does not make any payment when due or if customer otherwise breaches its obligations, and Clauger may then terminate the agreement if customer does not cure within 15 days.

14. Permitting: If permits are required for this project, Clauger will assist customer in preparing applications at customer's direction and responsibility. Customer holds Clauger harmless for any losses, liabilities, or delays resulting from permitting delays or regulatory action. Clauger cannot guarantee permits and necessary approvals will be obtained.

15. General: The laws of the State of Florida shall govern this agreement, and the venue and jurisdiction for resolution of any dispute arising from or related to this agreement shall be in the State of Florida, and the parties hereby expressly waive any objections to personal jurisdiction or venue being laid therein and forum non conveniens. Customer shall not assign this agreement or any right or obligation arising hereunder. In the event either party shall on any occasion fail to perform or fulfill any of the terms of this agreement and the other party shall not enforce that term, the failure to enforce on that occasion shall not prevent enforcement on any other occasion. In the event a court or other component tribunal determines that any provision or part of this agreement is unenforceable for any reason, all the other provisions and parts thereof shall remain valid and legally binding. The remedies provided to Clauger

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under this agreement shall be cumulative and in addition to all other remedies provided by law. The headings to the paragraphs of this agreement are provided for ease of reference. The parties stipulate that this agreement is the joint product of both parties and shall not be construed against either party. Customer agrees that Clauger may require any dispute be resolved by binding arbitration, administered by the American Arbitration Association under its applicable rules.

16. Safety: While Clauger is on job site or Customer facility, Customer agrees that they will be responsible for working conditions, including safety of all persons and property, in compliance with OSHA regulations.

17. Engineering Estimates of Cost: Engineering estimates of costs given by Clauger as part of an engineering deliverable are not guaranteed, as neither Clauger nor its Engineer has control over the cost of labor, materials, equipment, or market conditions.

18. Use of Documents: Engineering deliverables including drawings and specifications furnished by Clauger and/or its Engineer are instruments of service and Clauger and/or its Engineer shall retain ownership and property interest, with a non-exclusive, non-transferable, limited license to Customer solely for the purpose of this specific project. Customer may make and retain copies for information and reference; however, documents are not intended or suitable for reuse for other purposes on this project or other projects. Any reuse or adaptation of the original documents, without written approval by Clauger shall be at Customer's sole risk, without liability to Clauger or Engineer, and Customer shall indemnify and hold harmless Clauger and the Engineer from all claims and damages including attorney's fees. Copies of design deliverables are limited to hard copies.

19. ENGINEER LIABILITY: PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, NO INDIVIDUAL EMPLOYEE OR AGENT OF CLAUGER'S MAY BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

By signing below, I acknowledge I have read the proposal and associated terms and conditions above and accept all work performed by Clauger will be done under these terms and conditions, and that Customer is bound thereby.

Signature: _____

Name: _____

Title: _____

Date: _____

Purchase Order: _____