



Be Right™

Hach Company
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Fax: (970) 669-2932
Email: Quotes@Hach.com
Web: www.hach.com

Quote Number: 036021000088
Quote Date: 02/22/2010
Quote Valid Until: 03/24/2010

Quote For:

Calvin Leman
ATTN: Calvin Leman
305 Washington Street
Salmon, ID 83467

Account Manager:

Jeff Allen
jallen@hach.com
Spokane, WA
(800) 227-4224 x2046

Quoted By:

Loretta Sileski
(800) 227-4224 x6287

Phone: (208) 756-4104
Fax:
Email: calvin_leman2001@yahoo.com

Quote Reference: BOD with HQd meter

Comments:

PLEASE REFER TO QUOTE NUMBER WHEN PLACING ORDER. PLEASE SEE ATTACHED TERMS & CONDITIONS & FREIGHT SCHEDULE. THANK YOU. LORETTA EXT 6287

Table with 5 columns: Part Number, Item Description, Qty, Unit Price, Ext. Price. Contains 10 rows of item details and a Grand Total row.

Thank you for the opportunity to provide this quotation, Please do not hesitate to contact us if you have any questions or need additional information regarding this quotation.

Please send confirming purchase orders to the address or fax number above.

Payment Terms: Subject to credit review
Delivery ARO: Within 30 Days
FOB: ORIGIN

ORDER TERMS:

- * Please reference the quotation number on your purchase order.
- * Sales tax is not included. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a valid resale/exemption certificate.
- * Shipments will be prepaid and added to invoices unless otherwise specified.
- * Pricing included in this quotation applies to domestic sales only. Equipment quoted operates with standard U.S. supply voltage.
- * Hach standard terms and conditions apply to all sales.
- * Additional terms and conditions apply to orders for service partnerships.
- * Freight Charge Schedule Attached.
- * Send confirming purchase order for orders \$25,000 or more to address or fax number above.
- * GLI brand ph, orp, and 5500 series dissolved oxygen sensors can be damaged if exposed to temperatures below freezing, causing sensor failure. As a result, orders shipped between October 15 and April 15 must be shipped via FedEx overnight or FedEx 2nd day air. Hach will not warranty probes if sent via ups as ups does not guarentee the probes will not freeze.



HACH COMPANY

Headquarters
 P.O. Box 389
 5600 Lindbergh Drive
 Loveland, CO 80539-0389

Purchase Orders
 PO Box 608
 Loveland, CO 80539-0608

Web Site: www.hach.com

U.S.A.
 Phone: 800-227-4224
 Fax: 970-669-2932
 E-Mail: orders@hach.com
 quotes@hach.com
 techhelp@hach.com

Export
 Phone: 970-669-3050
 Fax: 970-461-3939
 Email: intl@hach.com

Remittance
 2207 Collections Center Drive
 Chicago, IL 60693

Wire Transfers
 Bank of America
 231 S. LaSalle St.
 Chicago, IL 60604
 Account 8765602385
 Routing (ABA): 071000039

Quotation Addendum

Dear Customer:

Thank you for your inquiry. The attached quotation provides prices for the products of interest to you. If you have any concerns or questions about this quotation, please call us. We look forward to serving you.

MAIL PURCHASE ORDERS TO: HACH Company, P.O. Box 608, 5600 Lindbergh Drive, Loveland, CO 80539 -0608, or fax to 970-669-2932. Use **Quotation Bid Reference Number when placing order**. Orders sent any other way might be delayed in processing.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S.A. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

REAGENT DELIVERY PROGRAM (Only USA customers for products to be shipped and used in the USA)

The Hach Reagent Delivery Program makes it easy for you to receive fresh reagents exactly when you need them. By forecasting your reagent supply requirements for the year, you can arrange for frequently used reagents to be automatically shipped at designated intervals. The Hach Reagent Delivery Program requires a minimum of four shipments per year. Reagent orders of \$5,000 or more qualify for a volume discount. Please call Customer Service at one of the toll free numbers listed for additional information.

TECHNICAL SUPPORT

If you have any technical questions about products or procedures, you may contact us via e-mail at techhelp@hach.com. Please include a description of the technical issue, your name and your Hach account number (if available). We suggest including a phone number in case our technical staff needs to call you. We respond to e-mail inquiries within 24 hours. If you prefer, you can call our technical support staff at one of the toll-free numbers listed on this document.

SERVICE PARTNERSHIP PROGRAMS AND START-UP

When you purchase a new process instrument, you have the opportunity to ensure continued performance of your instruments. Various Service Partnership Programs are available to help you enjoy the confidence and security of knowing that your operations are well maintained and functioning smoothly. Contact a Hach representative at one of the toll free numbers for information on all Service programs, installation, start-up or operator training.

FREIGHT CHARGES 1, 2, 3

| Total Price of Merchandise Ordered | Standard Surface (Mainland USA) | Second Day Delivery (Mainland USA) | Next Day Delivery (Mainland USA) | Second Day Delivery (Alaska & Hawaii) | Next Day Delivery (Alaska & Hawaii) |
|------------------------------------|---------------------------------|------------------------------------|----------------------------------|---------------------------------------|-------------------------------------|
| \$0.00 - \$24.99 | \$9.95 | \$22.95 | \$42.95 | \$34.95 | \$64.95 |
| \$25.00 - \$49.99 | \$12.95 | \$30.95 | \$58.95 | \$44.95 | \$89.95 |
| \$50.00 - \$249.99 | \$15.95 | \$47.95 | \$91.95 | \$64.95 | \$130.95 |
| \$250.00 - \$499.99 | \$26.95 | \$67.95 | \$144.95 | \$87.95 | \$173.95 |
| \$500.00 - \$999.99 | \$36.95 | \$96.95 | \$198.95 | \$121.95 | \$240.95 |
| \$1,000.00 - \$2,499.99 | \$59.95 | \$119.95 | \$229.95 | \$141.95 | \$277.95 |
| \$2,500.00 - \$4,999.99 | \$69.95 | \$159.95 | \$269.95 | \$166.95 | \$308.95 |
| \$5,000.00 - \$9,999.99 | \$99.95 | \$184.95 | \$310.95 | \$195.95 | \$334.95 |
| Over \$10,000 | 2% of Net Order Value | 4% of Net Order Value | 6% of Net Order Value | 4% of Net Order Value | 6% of Net Order Value |

- Freight charges shown are only applicable to orders billing and shipping to U.S. destinations. Freight charges will be prepaid and added to invoice. Freight for the Reagent Delivery Program is charged on each shipment release and is based on the total price of each shipment release. Freight charges are subject to change without notice.
- Additional freight charges will be applied to orders containing bulky and/or heavy items.
- Orders shipping to Alaska or Hawaii: Additional freight charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.

800-548-4381
 Fax: 574-264-4533

800-454-0263
 Fax: 970-461-3919

800-949-3766
 Fax: 970-461-3921

800-454-0263
 Fax: 970-461-3919

800-454-0263
 Fax: 970-461-3919

800-368-2723
 Fax: 301-874-8459

TERMS AND CONDITIONS OF SALE

In accordance with the usage of trade, if you do not object to the following terms and conditions within a reasonable time Seller may presume you have accepted all of these terms and conditions. Any objection must (1) be in writing, (2) list specifically each term or condition with which you disagree, (3) indicate why you disagree with the term or condition. Seller will not accept your standard agreement, contract, or your boilerplate terms or conditions as a valid objection unless your objection to Seller's Terms and Conditions has been clearly indicated as required above.

COMPLETE AGREEMENT: All proposals, negotiations, representations, and quotations, if any, regarding this transaction and made prior to the date of this document are merged herein.

PRICES: All prices indicated in this document or quoted in another document or proposed in another document or at another time, shall be adjusted to Seller's prices in effect at the time of shipment unless expressly otherwise agreed upon in writing.

If transportation charges from point of origin of the shipment to a designated point are included in these prices:

(a) any changes in such transportation charges shall be the Buyer's responsibility, and

(b) except as otherwise stated in Seller's quotation, Seller shall not be responsible for switching, spotting, handling, storage, demurrage or any other transportation or accessorial service, nor for any charges incurred therefor, unless such charges are included in the applicable freight rate from shipping point to the designated point.

CANCELLATION: Buyer may cancel orders subject to fair charges for expenses incurred, handling, inspection, restocking, freight and invoicing charges as applicable. Canceled orders must be returned to Seller within 30 days at Buyer's expense.

TAXES: Any taxes which Seller may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the material covered hereby, including taxes upon or measured by the receipts from the sale thereof, shall be paid for by Buyer. Seller will collect and pay taxes when required to do so unless Buyer furnishes a valid resale/exemption certificate to Seller relieving Seller of the requirement to collect and pay such taxes. If the certificate furnished to Seller is held invalid Buyer agrees to pay the taxes (plus interest) not collected as a result of relying on Buyer's invalid certificate.

DELAY: Seller shall be excused for any delay in performance or delivery due to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, quarantine restrictions, factory conditions, strikes, labor disputes, delays in transportation, shortage of transport vehicles, labor or materials, or any circumstance or cause beyond the control of Seller in the reasonable conduct of its business. Seller further reserves the right, in its full discretion, to allocate inventories and current production and to substitute suitable materials when, in its opinion, circumstances warrant such allocation or substitution.

DELIVERY: Delivery of goods to the first carrier shall constitute delivery to Buyer. Buyer shall bear all risk of loss or damage in transit. Buyer shall be responsible to file claims with any carrier for damage occurring during shipment. Seller reserves the right to make delivery in installments and backorder goods unless Buyer expressly states otherwise in Buyer's purchase order. All such installments and backorders shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of an installment or backorder shall not relieve Buyer of its obligation to accept remaining deliveries.

INSPECTION: Buyer may inspect, or provide for inspection at the point of receipt of shipment. Buyer shall inspect goods immediately. All claims for alleged defects in goods are waived unless Seller is notified of the claim within 30 days after receipt of shipment. No claim shall be effective if made after the goods have been altered or used. Buyer shall afford Seller prompt and reasonable opportunity to inspect all goods to which any claim is made. No material shall be returned without Seller's express consent, a return authorization and return instructions.

WARRANTIES: Seller warrants to the original Buyer that products sold will conform to the express, written warranty pertaining to the specific product. Warranties do not apply to consumable products such as chemical reagents; or consumable components of a product, such as, but not limited to, lamps and tubing. EXCEPT AS EXPRESSLY SET FORTH IN THE PRECEDING SENTENCE, SELLER MAKES NO WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO ANY GOODS FURNISHED HEREUNDER. SELLER EXPRESSLY DISCLAIMS ANY WARRANTIES IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Additional warranty information can be obtained from the product manual, or by contacting Seller.

REMEDIES: If Seller breaches any warranty provided to the Buyer, and if the Buyer notifies Seller of such breach within 30 days following the end of the warranty period applicable thereto, Seller shall, at its option, either replace or repair the nonconforming goods or refund all amounts paid by the Buyer to Seller for such goods. THIS IS THE EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY. The sole purpose of this remedy is to provide the Buyer with repair or replacement of goods or, at Seller's option, to refund the price paid by the Buyer hereunder. This remedy shall not be deemed to have failed of its essential purpose so long as Seller is willing to take one of those actions.

DAMAGES: IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER FOR BREACH OF ANY WARRANTY, FOR BREACH OR REPUDIATION OF ANY OTHER TERM OR CONDITION OF THIS AGREEMENT, FOR NEGLIGENCE, ON THE BASIS OF STRICT LIABILITY, OR OTHERWISE.

PERMISSIBLE VARIATIONS, STANDARDS AND TOLERANCES: Except as expressly specified by Buyer and expressly agreed to in writing by Seller, all material shall be produced in accordance with Seller's standard practices. All material, including that produced to meet an exact specification, shall be subject to tolerances and variations consistent with usages of the trade and regular practices concerning: dimension, weight, packaging, composition and mechanical properties, normal variations in surface, internal conditions and quality, deviations from tolerances and variations consistent with practical testing and inspection methods and practices concerning over and under count of goods.

PATENTS: Seller shall indemnify the Buyer against any judgment for damages and costs which may be rendered against the Buyer in any suit brought on account of the alleged infringement of any United States patent by any product supplied by Seller hereunder, unless made in accordance with materials, designs or specifications furnished or designated by the Buyer, in which case the Buyer shall indemnify Seller against any judgment for damages and costs which may be rendered against Seller in any suit brought on account of the alleged infringement of any United States patent by such product or by such materials. Prompt written notice shall be given to the party from whom indemnity is sought of the bringing of the suit and an opportunity shall be given such party to settle or defend it as that party may see fit and that every reasonable assistance in settling or defending shall be rendered to the indemnifying party by the party seeking indemnification. Neither Seller nor the Buyer shall in any event be liable to the other for special, indirect, incidental or consequential damages arising out of or resulting from infringement of patents.

INSTALLATION: Installation and service of Seller instruments are covered under separate agreement.

LIMITATIONS ON USAGE: The Buyer shall not use any goods delivered hereunder for any purpose other than that identified in Seller's catalogs and literature as the intended use of such goods. Unless Seller has otherwise advised the Buyer in writing, in no event shall any goods delivered hereunder be used in drugs, food additives, food or cosmetics, whether for humans or animals. In no event shall goods stipulated by Seller as intended for research and development use be used in a manufacturing process or in manufactured products. Any warranty granted by Seller to the Buyer shall be deemed void if any goods covered by such warranty are used for any purpose not permitted hereunder. In addition, the Buyer shall indemnify Seller and hold Seller harmless from and against any and all claims, damages, losses costs, expenses and other liability of whatever nature that Seller suffers or incurs by reason of any such unintended use.

PAYMENT AND CREDIT: Payment is due thirty (30) days from the date of invoice. Buyer agrees to pay taxes appearing on the invoice or furnish Seller with a valid resale/exemption certificate no later than the time of payment. Seller reserves the right to deny credit to Buyer. Seller reserves the right to determine the suitability of the method of payment where payment is other than cash, certified check or money order. Seller reserves the right to revoke credit previously extended to Buyer because of Buyer's failure to pay for goods when due or of any other reason deemed good and sufficient by Seller, and in such event all subsequent shipments shall be paid for in advance or on delivery. Past due balances shall be subject to interest charges at the maximum rate permitted by law.

COMPLIANCE WITH LAWS: Seller and Buyer agree to comply with all laws applicable to the goods sold hereunder.

APPLICABLE LAW: The laws of the State of Colorado shall govern this agreement and its provisions.