



1447 South Tryon St, Suite 301  
 Charlotte, NC 28203  
[contracts@sustainrng.com](mailto:contracts@sustainrng.com)

# Purchase Order

The PO # must appear on all related correspondence, shipping papers, and invoices.

PO#: OO-00129  
 Order Date: 10/08/2024  
 Due Date: 11/07/2024  
 Expected Delivery: 10/08/2024

**TO:**  
 Nutrient Control Systems  
 130 Industrial Drive  
 Chambersburg PA 17201

**SHIP TO:**  
 SRNG Liberty  
 4105 Meredell Farm Rd  
 Liberty, NC 27298

**BILL TO:**  
 SRNG-MA1, LLC  
 1447 South Tryon St, Suite 301  
 Charlotte, NC 28203  
 (704) 271-9886  
[accounting@sustainrng.com](mailto:accounting@sustainrng.com)

PURCHASER REPRESENTATIVE	VENDOR REPRESENTATIVE	INCOTERMS	PAYMENT TERMS
Miguel Lugo			Net 30
DESCRIPTION			

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	Each	Mixer Repair per quote #370	\$2,870.13	\$2,870.13

SUBTOTAL	
SALES TAX	
SHIPPING AND HANDLING	
<b>TOTAL</b>	<b>\$2,870.13</b>

**This Purchase Order is an offer by SRNG-MA1, LLC ("Purchaser") to Nutrient Control Systems ("Vendor") and incorporates the General Terms and Conditions attached hereto (the "Terms and Conditions"). Vendor's acceptance of this Purchase Order is an acknowledgment that the transactions subject to this Purchase Order shall be governed exclusively by the Terms and Conditions. Unless otherwise agreed to in writing by the parties hereto, the Terms and Conditions shall prevail in the event of any inconsistency between the Terms and Conditions and any other document. By signing below, Vendor acknowledges the above.**

\_\_\_\_\_  
 Signature of Purchaser

\_\_\_\_\_  
 Signature of Vendor

## 1. DEFINITIONS

1.1 For the purposes of these General Terms and Conditions and where the context warrants in any attached Purchase Order:

“**Affiliate**” means an entity which, directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the entity specified.

“**Agreement**” refers to these General Terms and the Purchase Order.

“**Confidential Information**” has the meaning set out in Section 5 of these General Terms.

“**General Terms**” means these General Terms and Conditions.

“**Materials**” means the materials or items to be provided by Vendor, if any, as identified in an applicable Purchase Order.

“**Parties**” or “**Party**” means Purchaser or Vendor, as the context requires.

“**Premises**” means the premises where the Services or Materials are being provided.

“**Purchase Order**” or “**PO**” means a Purchase Order issued hereunder and executed by both Parties.

“**Purchaser**” means the entity purchasing the Services or Materials as identified in the applicable Purchase Order.

“**Services**” means the services, if any, to be provided to Purchaser as set out in the applicable Purchase Order.

“**Term**” has the meaning set out in Section 4.1.

“**Vendor**” means the entity performing the Services or providing the Materials, as applicable, as identified in the applicable Purchase Order.

## 2. SERVICES AND MATERIALS

2.1 **Provision of Services and Materials.** Vendor will provide to Purchaser the Services and/or the Materials specified in one or more Purchase Order(s) issued hereunder. Each Purchase Order between the Parties fully incorporates these General Terms. In the event of a direct conflict or ambiguity between these General Terms and a Purchase Order, the terms of the Purchase Order will prevail.

2.2 **Change Order.** Any changes to the terms of the Purchase Order must be agreed in a change order signed by both parties.

2.3 **Materials Warranty.** Vendor warrants that any Materials provided under a PO will remain free of defects and covered by the manufacturer’s warranty. If any defect in the Materials arises within this warranty period Vendor shall, within thirty (30) days of receiving notice of such defect from Purchaser, correct or replace the defect. If Vendor fails or refuses to correct or replace the Materials within the thirty (30) day period, Purchaser may do so, and Vendor shall pay Purchaser the cost of correcting the defect. All manufacturer warranties and guarantees of the Materials provided to Vendor shall be delivered by Vendor to Purchaser, and if requested by Purchaser, Vendor shall assign to Purchaser its rights under any such manufacturer’s warranty or guarantee.

2.4 **Services Warranty.** Vendor warrants and represents to Purchaser that any Services provided under a PO shall be: (1) provided in accordance with the requirements of the PO; and (2) performed in a skillful and professional manner in accordance with generally accepted industry practices and procedures in Vendor’s industry. This warranty for Services shall be effective for one (1) year from the final performance of the Services.

2.5 **Lien Waivers.** If requested by Purchaser, Vendor shall furnish lien waivers in a form satisfactory to Purchaser to keep the Premises free from liens or claims for liens, arising out of the furnishing of the Materials or Services under any PO.

## 3. PAYMENT TERMS

3.1 **Payment.** Unless otherwise provided in a PO, Vendor will invoice Purchaser on a monthly basis for Services or Materials provided the previous month. Purchaser will pay all undisputed amounts for Services or Materials provided by Vendor in accordance with the terms of the PO. Unless otherwise provided in a PO, payment will be due within 30 days from receipt of invoice.

3.2 **Taxes.** The fees set forth in the PO shall include all sales and use taxes, duties, and charges of any kind imposed by any federal, state, or local governmental authority on the Services or Materials, as applicable. In no event will Purchaser be liable for any additional amount to Vendor in connection with such taxes.

3.3 **Documentation.** Vendor shall maintain and make available upon request complete and accurate records (including, as applicable, receipts and time records) to verify compliance with the terms of this Agreement.

3.4 **Expense Reimbursement.** Purchaser will only reimburse Vendor for reasonable pre-approved expenses documented by receipts or other documentation reasonably acceptable to Purchaser.

## 4. TERM AND TERMINATION

4.1 **Term.** This Agreement shall commence on the date indicated on the first Purchase Order issued hereunder and will continue until all obligations under all outstanding POs have been satisfied, unless terminated earlier in accordance with this Agreement (the “**Term**”). If a PO is issued following expiration of the Term, these General Terms will apply to such PO and a new Term will commence upon the issue date of the PO, unless the PO expressly provides otherwise.

4.2 **Termination.** This Agreement may be terminated by either Party in writing, upon thirty (30) days prior written notice. Upon expiration or termination of this Agreement for any reason, Vendor shall promptly: (a) deliver to Purchaser all documents, work product, and other materials, whether or not complete, prepared in the course of performing the

Services (if applicable); (b) return to Purchaser all Purchaser-owned property, equipment, or materials in Vendor's possession or control; (c) remove any Vendor-owned property, equipment, or materials from Purchaser's locations; and (d) deliver to Purchaser, all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on Purchaser's Confidential Information.

**4.3 Survival.** Any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

## **5. PREMISES**

Vendor shall confine its Materials, facilities, tools and equipment on Purchaser's Premises in areas specified by Purchaser for that purpose. Vendor shall during the progress of the Services and upon completion of the Services, clean up and remove from Purchaser's Premises all waste materials, tools and machinery, and leave Purchaser's Premises free and clear from all obstructions and restore Purchaser's Premises to the condition in which it was prior to commencement of the Services or as directed by Purchaser.

## **6. CONFIDENTIAL INFORMATION**

All non-public, confidential or proprietary information of Purchaser ("**Confidential Information**"), including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Purchaser to Vendor, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for Vendor's use in performing this Agreement and may not be disclosed or copied unless authorized by Purchaser in writing. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Vendor's breach of this Agreement; (b) is obtained by Vendor on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) Vendor establishes by documentary evidence, was in Vendor's possession prior to Purchaser's disclosure hereunder; or (d) was or is independently developed by Vendor without using any Confidential Information. Upon Purchaser's request, Vendor shall promptly return all documents and other materials received from Purchaser. Purchaser shall be entitled to injunctive relief for any violation of this Section.

## **7. INDEMNIFICATION, LIMITATION OF LIABILITY, AND DISPUTE RESOLUTION.**

**7.1 Indemnification.** Vendor shall indemnify, defend, and hold harmless Purchaser and its officers, directors,

employees, agents, Affiliates, successors, and permitted assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, relating to any claim of a third party arising out of or occurring in connection with Vendor's negligence, willful misconduct, or breach of this Agreement. Vendor shall not enter into any settlement without Purchaser's prior written consent.

**7.2 Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

**7.3 Binding Arbitration.** ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT, OR THE BREACH THEREOF, SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

## **8. GENERAL**

**8.1 Independent Contractor.** It is understood and acknowledged that the Services which Vendor will provide to Purchaser hereunder shall be in the capacity of an independent contractor and not as an employee or agent of Purchaser. Vendor shall control the conditions, time, details, and means by which Vendor performs the Services. Purchaser shall have the right to inspect the work of Vendor as it progresses solely for the purpose of determining whether the work is completed according to the applicable Purchaser Order. Vendor has no authority to commit, act for or on behalf of Purchaser, or to bind Purchaser to any obligation or liability. Vendor shall not be eligible for and shall not receive any employee benefits from Purchaser and shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the fees earned by Vendor hereunder.

**8.2 Insurance.** During the Term, Vendor shall maintain in force adequate workers' compensation, commercial general liability, errors and omissions, and other forms of insurance with policy limits sufficient to protect and indemnify Purchaser from any losses resulting from Vendor's acts or omissions.

**8.3 Intellectual Property.** The intellectual property of Vendor will remain Vendor's exclusive property.

**8.4 Compliance with Laws.** Vendor will comply with all federal, state and municipal laws and regulations that apply to the Services (including laws related to workers' compensation and workplace safety) and/or the provision of the Materials and will obtain all required permits and licenses and pay all charges and fees necessary to provide the Services and/or to provide the Materials.

**8.5 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, and the Parties agree to the exclusive jurisdiction of the federal and state courts located in Mecklenburg County, North Carolina.

**8.6 Compliance with Policies.** In the event Vendor provides Services to Purchaser, Vendor shall comply with all Purchaser policies as may be communicated to Vendor from time to time.

**8.7 Notice.** Any notice or other communication to be given by either Purchaser or Vendor will be prepared in writing and delivered personally, by facsimile, by prepaid registered mail, delivery by an international courier, or by email, though emailed notice will only be deemed received when acknowledged by a reply email. The Parties agree to provide each other with their current postal and email addresses and facsimile numbers at all times.

**8.8 Entire Agreement.** This Agreement contains the entire Agreement of the Parties and supersedes any prior written or oral agreements and understandings between the Parties related to the Services and/or the Materials in respect of the scope of this Agreement and/or the Purchase Order. Unless subject to a separate agreement signed by both parties, the terms and conditions set forth in these General Terms will apply to all Purchase Orders issued from Purchaser to Vendor. No other terms and conditions are binding unless expressly accepted by Purchaser in a document signed by an authorized signatory of Purchaser.

**8.9 Amendments.** No amendment to, or modification of this Agreement is effective unless it is in writing and signed by each Party.

**8.10 Assignment.** In the case of a collateral assignment or an assignment to a Party's Affiliate, this Agreement may be assigned without the prior written consent of the other Party hereto. Otherwise, Vendor may not assign this Agreement in whole or in part without the prior written consent of Purchaser. Purchaser may at any time assign or transfer any or all of its rights or obligations under this Agreement without Vendor's prior written consent.

**8.11 Force Majeure.** In the event either Party is delayed or unable to perform any part of its obligations under this Agreement due to labor disputes, strikes, walkouts, unavoidable catastrophe, or other circumstances of any kind beyond the control of that Party including (but not limited to) acts of God, fire, war or other violence, or any law, order or

requirement of any government agency or authority, (but excluding labor strikes, lack of funds or financial incapacity), then such Party shall be excused from the performance of such obligation to the extent that performance is prevented or delayed by such causes. Upon the occurrence of any one or more of these events of force majeure, the affected Party shall notify the other Party and use its reasonable efforts to remedy or correct the delay or failure to perform as soon as possible. In no circumstances shall the Party prevented or delayed from performing any part of its obligations be liable to the other Party for any damages caused by the event of force majeure.

**8.12 Waiver.** The failure of either Party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, or to exercise any rights under same shall not constitute a waiver or relinquishment of any such terms, conditions or rights. The mere passage of time or the giving of notices or the execution of revisions, modifications or extensions to this Agreement shall not affect other terms, conditions or rights in and under this Agreement unless expressly stated.

**8.13 Counterparts.** This Agreement and any Purchase Order may be signed and delivered by electronic means and in any number of counterparts, each of which shall be deemed to be completed originals.

**8.14 Partial Invalidity.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality, or unenforceability without invalidating the remainder of such invalid, illegal, or unenforceable provision or other provisions hereof.

**8.15 Time is of the Essence.** Time is of the essence in the performance of all of Vendor's undertakings arising out of this Purchase Order. Vendor will immediately notify Purchaser, in writing, of any actual or potential circumstance which may delay or impair Vendor's ability to perform in accordance with required delivery or other performance dates.

**8.16 Drawings.** Vendor shall provide samples, shop drawings, special warranties, instructions, operation and maintenance manuals and any other materials required or specified to be provided with respect to the Materials/Services.

**8.17 Safety Data Sheets.** Vendor shall submit to the Purchaser prior to shipment all Safety Data Sheets required by law for materials or substances provided to Purchaser.

**8.18 Delivery, Title, and Risk of Loss.** Title to all items to be delivered hereunder shall remain in Vendor until such items are delivered at the point specified on the face of this Purchase Order.

**8.19 Cancellation.** Purchaser reserves the right to cancel this Purchase Order, or any part thereof, for Purchaser's convenience at any time prior to shipment by Vendor, by

giving written notice to Vendor. Cancellation or termination of this Purchase Order for convenience shall not relieve Purchaser of its obligation to pay Vendor for work which has been performed in connection with this Purchase Order.

**8.20 Inspection.** All deliveries are subject to Purchaser's right of inspection and rejection.