

**TOWN OF HOPEWELL
VERBAL OR WRITTEN QUOTES**

Document verbal and written quotes obtained based on the current Procurement Policy.

List all vendors contacted whether or not quotes were received.

Refer to current Procurement Policy for guidelines when verbal and written quotes are required.

File the document in the office of the Town Clerk.

Description of Item: *Automation Control System*

VENDOR	VERBAL QUOTES	WRITTEN QUOTES
<i>Scadetek Inc.</i>		<i>\$19,875.00</i>
<i>SLOTH Electric Inc</i>		<i>\$15,900.00</i>
<i>FSI Systems, Inc</i>		<i>\$11,215.00</i>

Comments:


Employee Signature

4/1/2024
Date

Proposals for Pumpstation Control System

Recently the pump control/telemetry system quit working at the Hopewell Pumpstation, so we have been running the pumps manually which is ok until something like a major fire or watermain break happens overnight causing the water tank to empty. I have made calls to local water departments in the area to find what they are using for automation systems. The towns of Seneca and Phelps use Scadatek. The village of Shortsville use Sloth Electric. Farmington use Phoenix Sentry. I received quotes from each one of the company's. Scadatek is a more detailed quote listing all the system upgrades the pumpstation needs with the ability to remotely monitor and access the system at the pumpstation and the tank. Scadatek also has a 12 month warranty against system failure due to defects in workmanship and/or materials. Scadatek comes highly recommended by the towns of Phelps and Seneca. Sloth Electric would be the second quote I would go with, they could probably give the water dept everything we need to get back up and running automatically just feel Scadatek would give us the best support now and future needs.

Joe Eckam

Hopewell Water Superintendent

water@townofhopewellny.gov

From: Shawn M. Hemingway <support@scadatek.com>
Sent: Tuesday, March 31, 2026 12:27 PM
To: water@townofhopewellny.gov
Subject: Water System Upgrades
Attachments: Q08923_Hopewell.pdf

Joe - Attached is my proposal for upgrading the controls and telemetry for your water system. Please review and contact me should you have any questions.

The price includes two cellular modems *but not* data plan. We will have to contact the local Verizon representative to obtain pricing but my experience leads me to believe that we should be able to get a data plan for approximately \$15-\$20 per month per site. Once in place you will be able to discontinue the plan for the *SignalFire* device.

We can move on this project quickly should you give us approval to do so.

Thank you for the opportunity to assist the Town of Hopewell with your water system needs.

Sincerely,

--

Shawn M. Hemingway, P.E.

Scadatek Inc.

7562 Northfield Lane

Manlius, NY 13104

315-247-6072

support@scadatek.com

Scadatek Inc.
Phone: (315) 247-6072
Proposal # Q0923
March 31, 2026

Town of Hopewell Water Dept.
2716 County Road #47
Canandaigua, NY 14424

Attn: Joe Eckam, Superintendent

Reference: Town of Hopewell Water System Upgrades

Scadatek, Inc. is pleased to offer the following proposal for your consideration:

Highlights:

- 1) The new control system is based on the popular Automation Direct *Productivity* PLC 2000 programmable controller series.
- 2) Communications between the tank and pump station will be facilitated by cellular modems.
- 3) Remote access capabilities will be available to water system operators.
- 4) Text message alarms will be available to water system operators.

Control System Upgrades for the following sites:

- 1) Duplex Pump Station
- 2) Elevated Tank

Scadatek will provide/install the following hardware to replace the existing control system:

Pump Station

- Automation Direct *Productivity* PLC 2000 including the following modules:

- Qty 1 P2-07B 7-slot base
- Qty 1 P2-622 CPU card
- Qty 1 P2-02DC Chassis power supply
- Qty 1 P2-16ND3-1 16-point DC Input card
- Qty 1 P2-08TDP 8-point DC Output card
- Qty 1 P2-08ADL-1 8-point Analog Input card
- Qty 1 P2-04DAL-1 4-point Analog Output card
- Qty 1 Pepwave MAX BR1 Mini Core Cellular Modem
- Qty 1 Wilson Yagi antenna w/ 20' cable & mounting bracket
- Qty 1 C-More CM5-T10W 10" HMI
- Qty 1 Meanwell DRC-180B 24VDC Power Supply w/battery backup
- Qty 2 5Ah battery
- Qty 1 All required relays, wire, cabling, terminal blocks and misc. control panel hardware

Elevated Tank Site

- Automation Direct *Productivity* PLC 2000 including the following modules:

- Qty 1 P2-04B 4-slot base
- Qty 1 P2-622 CPU card
- Qty 1 P2-02DC Chassis power supply
- Qty 1 P2-16ND3-1 16-point DC Input card
- Qty 1 P2-08TDP 8-point DC Output card
- Qty 1 P2-08AD-1 8-point Analog Input card
- Qty 1 P2-04DA-1 4-point Analog Output card
- Qty 1 Pepwave MAX BR1 Mini Core Cellular Modem
- Qty 1 Wilson Yagi antenna w/ 20' cable & mounting bracket
- Qty 1 C-More CM5-T7W 7" HMI
- Qty 1 Meanwell DRC-180B 24VDC Power Supply w/battery backup
- Qty 2 5Ah battery
- Qty 1 All required relays, wire, cabling, terminal blocks and misc. control panel hardware

Services:

Qty 1- Engineering and Drafting services to provide panel drawings, submittal and as-built documentation.

Qty 1- Programming/testing of all new equipment.

Qty 3- Day field service for equipment installation.

Qty 1- Operator training.

Documentation:

Qty 1- Submittal documentation, electronic

Qty 1- Operations & Maintenance documentation, electronic

Pricing:

Total Net Price..... \$ 19,875.00

Taxes: Sales or Use Taxes are not included

Warranty:

All proposed equipment is warranted against system failure due to defects in workmanship and/or materials for a period of twelve (12) months from equipment start-up. This warranty does not cover

failures due to human negligence and/or acts of nature.

Disclaimer: All existing instrumentation is assumed to be in good working order. Scadatek is not responsible for any instrumentation that requires replacement.

Terms: Net 30 days

Thank you for the opportunity to provide you with this quotation, should you have any questions or desire additional information please don't hesitate to contact our office.

Best regards,
Scadatek, Inc.

Shawn M. Hemingway

water@townofhopewellny.gov

From: John Malvaso <jam@fsisys.com>
Sent: Wednesday, April 1, 2026 11:14 AM
To: water@townofhopewellny.gov
Subject: water system quote
Attachments: Town of Hopewell Water Tower system - Rev. A.pdf

Joe,

Please find attached the proposal for your system as we discussed.

There will be 2 units, one each at the pump station and the water tower.

They are connected cellularly and update data each minute. The data for each station is transmitted to the web application where the system provides pump run control back to the station.

There is a lot more detail that we can go over at your convenience.

Feel free to contact me beforehand if you have any questions.

Thanks again and I look forward to speaking with you soon

john

John Malvaso

FSI Systems, Inc. www.fsisys.com

Phoenix Telemetry www.PhoenixSentry.com

QUOTATION



A Division of:
FSI Systems, Inc.
5847 County Road 41
Farmington, NY USA 14425
Phone: (585) 737-3095

Date:	Quote #:
4/1/2026	2026-12

Line Item:		Description:	QTY	Cost EA:	Total:
Customer name: Mr. Joe Eckam Business name: Superintendent - Pump Station Address: 4439 County Road 50 city, state zip: Canandaigua, NY 14424		Regarding: Phoenix Sentry System Town of Hopewell Pump Control system www.phoenixsentry.com			
1	A	Module A - Pump Station Control of twin pumps in lead/lag mode based on network connected tower level supplied by Module B. Monitor pump run times, provide text and email based alarms and warnings Monitor up to 4 additional signals, per customer, per available customer equipment Cellular based Module B - Water Tower Monitor tank level using meter pit installed transducer. Convey tank level over cellular network to Module A. Hard wire Telephone line currently in use is no longer required subtotal	1	\$3,995.00	\$3,995.00
2	A B	Tank level transducer subtotal	1	\$325.00	\$325.00
3	A	Phoenix Monitoring and support, billed monthly Module A - Pump Station Module B - Water Tower subtotal	1 1	\$31.95 \$31.95	\$31.95 \$31.95
4	A	Cellular connection service, billed monthly 100 mb/ month subtotal	1 1	\$29.95 \$29.95	\$29.95 \$29.95
5	A B	Installation (not to exceed) Installation of complete system, setup, website configuration and testing at site subtotal	1	\$3,500.00	\$3,500.00
6	A B	Training FSI Systems will provide free training via phone or web-conference. subtotal	1	Included	Included
One year parts and labor included		Phoenix Hardware Total			
*Monitoring and cell connections charged billed monthly		Install			
QUOTATION VALID FOR 30 DAYS		TOTAL			
		Monitoring and cellular, monthly			
		Add Option(ext warranty)			

Thank you for the opportunity!

John Malvaso
Director Sales & Marketing
585-737-3095
jam@fsisys.com



The Embedded SCADA Solution
For Remote Monitoring

water@townofhopewellny.gov

From: Todd Rosini <TRosini@SlothElectric.com>
Sent: Tuesday, March 31, 2026 5:00 PM
To: water@townofhopewellny.gov
Subject: Pump Station Automation
Attachments: Hopewell water department.pdf

Joe,

Please see the attached proposal for the automation at the pump station and let me know if you have any questions. Thanks

Thank You,

Todd Rosini
Vice President
Sloth Electric, Inc.

(585)526-5797 Office
(585)734-9424 Cell

trosini@slothelectric.com
www.slothelectric.com

SLOTH ELECTRIC, INC. EST 1978

3790 Goose Street
Stanley, NY 14561

info@slothelectric.com

p 585-526-5797

f 585-526-5505



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Rewire old or used machinery
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Flexible integration options to reduce downtime
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Interior and Exterior systems
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termination boxes
Install and terminate CAT-6 data cables
Fusion splicing of fiber optic ends

LIGHTING REPAIR & UPGRADES

Interior & Exterior
LED upgrades

THERMAL IMAGING

Detect hot spots in panels, disconnects and
motors. Facility and panel inspections include a
report of findings with photographs.

GROUND TESTING

For annual inspections or as needed

PRICE QUOTES ARE ALWAYS FREE

PROPOSAL/CONTRACT



March 31, 2026

Town of Hopewell Water Department
2716 C0. Rd. 47
Canandaigua, NY 12224
Attn: Joe Eckam
water@townofhopewellny.gov

PREPARED BY: Todd Rosini

JOB DESCRIPTION: Pump panel controls.

SLOTH ELECTRIC PROPOSES TO SUPPLY THE MATERIAL AND LABOR TO INSTALL THE FOLLOWING:

1. Supply and install (1) 10" color touch screen with tank level indication and setpoint adjustments.
2. Supply and install (1) PLC to automate the pump control.
3. Integrate the pump control to associated phone ap for remote control and monitoring.

TERMS:

1. Terms are per Addendum A unless otherwise noted below. Signing this proposal acknowledges you have read and agree to these terms.
2. Due to current supply chain issues and tariff fluctuations, this quote is valid for one week. Prices are firm unless market-driven changes beyond our control increase material costs more than 10%. In that case, quote will be re-priced, and customer can determine whether they would like to proceed with the work.

**Please read this Proposal/Contract carefully before signing. Anything not specifically detailed is not included in the price.*

WE PROPOSE to perform the work as described in this document in accordance with NEC codes, according to the specifications and plans submitted to us, to be completed in a workmanlike manner.

PRICE:	\$ 15,900.00
TAX 7.5%	\$ 1,192.50
TOTAL:	\$ 17,092.50

****If the project is tax exempt, please provide the proper paperwork, otherwise all applicable taxes will be charged.**

To accept this Proposal and enter into a Contract, sign below and return to our office: billing@slothelectric.com or fax to 585-526-5505. A fully executed copy will be sent back to you. Your signature below indicates that you are authorized to sign on behalf of your Corporation.

****Signed proposals/contracts must be received before work can begin****

Company/Customer name:

Print Name and Title:

Customer Signature & Date

Sloth Electric, Inc. Signature, Name, Title, Date:

Addendum A: Sloth Electric, Inc. Terms and Conditions of Sale

1. General.

- a. The performance of all services ("Services") for buyer (the "Buyer") by Sloth Electric, Inc. ("Sloth Electric"), its employees, agents and representatives (including but not limited to subcontractors) (the "Seller") including but not limited to any goods and/or materials supplied in connection with the performance of any such Services (the "Materials") for Buyer, are subject to and are governed exclusively by: (i) Sloth Electric's quotation or proposal (the "Proposal"), and/or (ii) Sloth Electric's written agreement for performance of Services and/or the supply of Materials executed by Buyer and Sloth Electric (the "Contract"), and/or (iii) any Change Order issued by Sloth Electric and signed by the Buyer consistent with the requirements of Section 1(c) below, and/or (iv) these Terms and Conditions of Sale (the "Terms and Conditions of Sale").
- b. These Terms and Conditions of Sale are expressly made a part of any such Proposal and/or Contract and/or Change Order. No Proposal, Contract or Change Order shall be deemed effective and binding on Seller unless in writing and signed by Sloth Electric and by Buyer in accordance with the requirements of these Terms and Conditions of Sale. Notwithstanding anything to the contrary contained in these Terms and Conditions of Sale, the terms and conditions of any Proposal shall merge into any subsequently executed Contract by and between Buyer and Seller and shall cease to have any independent legal effect such that the executed Contract shall control. In the event of a conflict between the terms and conditions of these Terms and Conditions of Sale and any Proposal or Contract, these Terms and Conditions of Sale shall control except to the extent that the Buyer has expressly negotiated with Sloth Electric and Sloth Electric has agreed to change these Terms and Conditions of Sale in such Proposal or Contract signed by the Buyer and the Sloth Electric.
- c. Except as evidenced by a valid and enforceable written Change Order issued by Sloth Electric on Sloth Electric's standard Change Order Form to which there is mutual assent by Sloth Electric and Buyer and that is signed by Sloth Electric and the Buyer (the "Change Order"), any term or condition contained in (i) any Purchase Order issued by Buyer, or (ii) in any other verbal or written communication from Buyer to Sloth Electric or any of Sloth Electric's agents or representatives (including but not limited to subcontractors) for the performance of Services, and/or the purchase, and/or delivery and/or installation of any Materials by Seller that are inconsistent with, in addition to, or otherwise alter, modify or change the terms and conditions of any Proposal, and/or Contract and/or these Terms and Conditions of Sale, shall not be binding on or legally effective against Seller, and any failure by Seller to object to any such inconsistent, additional, altered, modified or changed terms and conditions shall not constitute a waiver of any of the terms and conditions contained in Sloth Electric's Proposal, and/or its Contract and/or its Terms and Conditions of Sale. No changes whatsoever to the terms and conditions of the Proposal and/or Contract and/or any Change Order or these Terms and Conditions of Sale may be made verbally; any such verbally requested changes shall be ineffective and unenforceable. All Change Orders that do not comply with these requirements are null and void ab initio.
- d. Seller's performance of any Services for Buyer and/or Buyer's customer, and/or the acceptance of, or beneficial use by Buyer and/or by Buyer's customer, of any Services and/or Materials furnished, and/or delivered to, and/or installed by Seller at Buyer's or Buyer's customer's work site pursuant to any Proposal, or Contract, or Change Order shall be deemed to be conclusive acceptance by Buyer of all such Services and/or Materials, subject to the further terms and conditions contained in any Proposal and/or Contract and/or these Terms and Conditions of Sale, and Buyer shall be responsible for payment for all costs incurred by Sloth Electric for labor to provide such Services and all materials furnished to Buyer's and/or its customer's worksite.
- e. Sloth Electric shall in no event be held responsible for any Materials furnished or Services performed by any person or entity other than Sloth Electric at the Buyer's or its customer's worksite and Sloth Electric expressly disclaims any and all warranties, express and implied, including but not limited to any warranties of merchantability and fitness for a particular purpose with respect to any Materials or Services provided or performed by any third party person or entity (including but not limited to Sloth Electric's subcontractors).
- f. Sloth Electric reserves the right to suspend, and/or cease furnishing Services and/or Materials, and/or to terminate the Proposal and/or Contract due to any delay in performance attributable to Buyer, its customer, and/or their respective agents and represents, including any change in scope not approved in writing by a Change Order as required by these Terms and Conditions of Sale, and/or a breach of any of the terms and conditions of the Proposal, the Contract and/or these Terms and Conditions of Sale by the Buyer, its customer, and/or its representations and agents, including but not limited to the failure to make all payments due to Sloth Electric on time. Buyer shall have the right to require Sloth Electric to suspend, and/or cease furnishing Services and/or Materials, and/or to terminate the Proposal and/or Contract in the event that Sloth Electric violates any material term of the Proposal and/or the Contract and/or these Terms and Conditions of Sale. In the event of any such suspension or cessation of the furnishing of Services and Materials by Sloth Electric, and/or the termination of the Proposal and/or the Contract by either Sloth Electric or the Buyer, the Buyer shall be invoiced by Sloth Electric for all Services rendered (including labor) and all Materials purchased for the project as of the date of termination, all of which shall be immediately due and payable to Sloth Electric by the Buyer. Notwithstanding the foregoing, Sloth Electric expressly reserves its rights to pursue all legal and equitable remedies in the event of any such suspension, cessation and termination of the furnishing of Services and/or Materials to the Buyer.

2. Price, Taxes, Delivery and Risk of Loss.

- a. There are no agreements or oral understandings outside of the Proposal and/or the Contract or these Terms and Conditions of Sale. Except as otherwise specifically stated in these Terms and Conditions of Sale, the Proposal and/or Contract executed by Sloth Electric and the Buyer, or in a written Change Order accepted in writing by Sloth Electric and Buyer, all prices for Services and Materials to be provided by Seller are fixed and are not subject to change. Proposals are valid for 30 days from the Proposal date, including pricing. Notwithstanding the foregoing, Sloth Electric reserves the right to increase project pricing due to market increases in prices for Materials beyond its control in an amount proportionate to the increased cost to Sloth Electric resulting from any such market conditions. No sales, Use, Excise, Occupational Tax or other tax has been included in the price for Services or Materials furnished to Buyer unless separately stated in the Proposal and/or Contract, and in any event, Buyer is solely responsible for payment of all such taxes.
- b. In the event that Buyer fails to accept the Proposal in writing and enter into a written Contract with Sloth Electric within 30 days of the Proposal date, Sloth Electric reserves the right to withdraw the Proposal and/or to change its terms and conditions, including but not limited to pricing.
- c. If the Buyer's acceptance of any Proposal and/or Contract is evidenced by the Buyer's issuance of a written purchase order to Sloth Electric, such purchase order shall constitute a binding contract when accepted by Sloth Electric in writing, expressly subject to the terms and conditions of any such Proposal and/or Contract and these Terms and Conditions of Sale. If any of the provisions of any such purchase order issued by Buyer supersede, change, modify, add or detract from the terms and conditions of the Proposal and/or Contract and/or these Terms and Conditions of Sale, the terms and conditions of the Proposal, and/or Contract and these Terms and Conditions of Sale nonetheless shall prevail, shall not be binding on Sloth Electric and shall be given full force and effect.
- d. Buyer and its agents and representatives shall be solely responsible for obtaining on a timely basis any and all required building permits, state or local approvals or inspections for the project that is the subject matter of the Proposal and/or Contract at its sole cost and expense.

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e. Except as otherwise expressly stated in the Proposal or the Contract, the pricing assumes that all Services required to be performed by Seller under the Proposal and/or the Contract executed by the Buyer and Seller shall be performed during regular business hours from 8:00 AM to 5:00 PM. Sloth Electric shall not under any circumstances be required to perform Services or furnish Materials after 5:00 PM, or on weekends or holidays or to incur any overtime expense or holiday pay. In the event that Buyer, its agents and representatives require Seller's employees, agents or representatives (including but not limited to subcontractors) to work overtime, or on holidays, nights or weekends, Buyer shall have the right to terminate the Proposal and/or the Contract consistent with all requirements of Section 1(f) above and in addition to all sums then due and payable to Sloth Electric, the Buyer shall be responsible for reimbursing Sloth Electric for any and all such costs incurred within 30 days of invoice by Sloth Electric.

f. If Buyer and/or its agents and representatives delays or interrupts performance, changes delivery dates, or otherwise causes changes to be made that delays Sloth Electric's performance of its Services and/or delivery of Materials required to be furnished by Sloth Electric and/or its agents and representatives (including but not limited to subcontractors) under the Proposal and/or the Contract and any Change Order, Buyer shall be solely responsible for all costs incurred by Sloth Electric arising from such delays, including but not limited to increased costs for labor and equipment rentals, and Buyer shall within 30 days of invoice by Sloth Electric reimburse Sloth Electric for all such costs incurred.

g. Buyer and/or its customer assumes all risk of loss for damage, destruction or loss of any Materials furnished by Seller upon delivery to the designated location at the work site. If shipped by a third party to the work site, all such Materials are shipped FOB shipping point. Sloth Electric assumes no responsibility whatsoever for Materials shipped by a common carrier and damaged in transit. Responsibility for the damaged shipments lies solely with the common carrier.

h. Unless expressly stated otherwise in a writing signed by Sloth Electric, all Materials shipped shall be at Buyer's risk on and after seller's delivery in good shipping order to the common carrier. Sloth Electric shall in no event be held responsible for any materials furnished or work performed by any person other than Sloth Electric or its employees.

i. Unless otherwise stated in the Proposal and/or the Contract and/or any Change Order, delivery dates for Materials are approximate and are based upon receipt of all necessary information from Buyer on a timely basis. Sloth Electric shall not be responsible for any delays in delivery of materials by any third-party provider.

j. Seller shall not be liable for delay or failure of performance caused by Buyer's delays, or by war, fire, accident, pandemic, any natural disaster or act of God, strike, differences with workman, government order or requirement, scarcity or other shortage of materials, transportation or any other reason beyond its control.

k. Buyer shall designate or shall cause its customer to designate in writing a safe and secure location at the worksite for performance by Sloth Electric of its Services and for the delivery and storage of all Materials furnished by Sloth Electric or any materialmen under the Proposal and/or Contract, or any Change Order executed by Sloth Electric and Buyer. Sloth Electric assumes no responsibility for and expressly disclaims any and all risk of loss and or liability for any Materials stored at Buyer's and/or its customer's worksite.

3. Payment Terms and Remedies.

a. Payment terms are as follows unless otherwise agreed to by Sloth Electric and stated in writing in the Proposal and/or Contract:

(i) Initial payment equal to 50% of the total project price due in full before project begins;

(ii) Second progress payment equal to 25% of the total project price to be invoiced by Sloth Electric to Buyer at the midpoint of project completion and paid by Buyer within 30 days of invoice date;

(iii) Final progress payment equal to 25% of the total project price to be invoiced upon completion and paid by Buyer within 30 days of invoice date;

(iv) Overdue payments are subject to a late fee assessed monthly until paid in full at the rate of 2% per month.

b. Buyer hereby grants to Sloth Electric a first position security interest in all Materials furnished for the project and Sloth Electric shall retain such security interest in such all such Materials until Sloth Electric is paid in full for all such Materials. To perfect its security interest in such Materials, Buyer grants to Sloth Electric the right to file a NY-UCC Financing Statement with the proper state and local entities and to take such other actions as may be legally required to perfect its security interest in such Materials immediately upon execution by the Buyer of the Proposal and/or Contract and/or its acceptance of the Buyer's Purchase Order as the case may be, regarding the project for which the Materials are furnished. In addition to all other remedies that Sloth Electric may have at law or in equity, orders or accounts aged beyond terms will be subject to special credit terms in addition to the 2% per month late fee assessed on overdue accounts that may include, in Sloth Electric's sole discretion, the requirement for additional deposits, progress payments, posting of a letter of credit or bond and/or additional security, or a demand for full or partial payment to continue work.

c. Notwithstanding any other remedies Sloth Electric may have at law or in equity, Sloth Electric reserves its right to file a mechanics lien with respect to all unpaid orders and accounts in accordance with the requirements of the New York State Lien Law.

d. Buyer acknowledges and agrees that money damages alone may be an inadequate remedy in the event of a breach of the Proposal and/or of the Contract, any Change Order or these Terms and Conditions of Sale by Buyer and that Sloth Electric may, in addition to an action for money damages and in its sole discretion, seek injunctive relief against Buyer without the necessity of posting a bond in the event of any such breach by Buyer.

e. Buyer shall be solely responsible for payment of Sloth Electric's reasonable attorney fees and all costs and expenses, including but not limited to costs of collection incurred by Sloth Electric in the event that Sloth Electric shall resort to any legal action or shall require the services of legal counsel to obtain payment from Buyer or to remedy any such other breach by Buyer.

4. Acceptance.

a. Sloth Electric's Proposal and/or Contract together with these Terms and Conditions of Sale are subject to acceptance by Buyer in the manner specified in these Terms and Conditions of Sale within the time frame specified therein but in no event later than 30 days after the date of the Proposal and/or Contract. Unless Sloth Electric agrees otherwise in writing, any Sloth Electric Proposal and/or Contract not accepted by Buyer within 30 days shall expire and shall be of no further force and effect.

b. Any Buyer Purchase Order accepted by Sloth Electric in the manner required by these Terms and Conditions of Sale is expressly subject to the terms and conditions set forth in the Proposal and/or the Contract and these Terms and Conditions of Sale, is expressly limited to the terms and conditions stated in the Proposal and/or Contract and these Terms and Conditions of Sale, and contains all of the material terms and conditions for the performance of Services and furnishing of Materials by Sloth Electric to Buyer, and there are no other written or oral understandings or agreements between Sloth Electric and Buyer. Sloth Electric expressly objects to and shall not be bound by any different or additional terms and conditions set forth in any Purchase Order issued by Buyer. Any clerical or typographical errors contained in any Sloth Electric Proposal, Contract or Change Order are subject to correction by Sloth Electric.

3790 Goose Street, Stanley, NY 14561

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c. If the Buyer's acceptance of any Proposal and/or Contract is evidenced by the Buyer's issuance of a written purchase order to Sloth Electric, such purchase order shall constitute a binding contract when accepted by Sloth Electric in writing, expressly subject to the terms and conditions of any such Proposal and/or Contract and these Terms and Conditions of Sale. If any of the provisions of any such purchase order issued by Buyer supersede, change, modify, add or detract from the terms and conditions of the Proposal and/or Contract and/or these Terms and Conditions of Sale, the terms and conditions of the Proposal, and/or Contract and these Terms and Conditions of Sale nonetheless shall prevail, shall not be binding on Sloth Electric and shall be given full force and effect.

5. Limited Warranty.

a. SLOTH ELECTRIC SHALL PROVIDE ALL SERVICES IT IS REQUIRED TO BE PERFORMED IN A PROPER, WORKMANLIKE MANNER IN ACCORDANCE WITH ACCEPTED INDUSTRY STANDARDS APPLICABLE TO ELECTRICAL CONTRACTORS. SLOTH ELECTRIC MAKES AND PROVIDES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WHATSOEVER REGARDING ANY SERVICES, WHETHER ORAL OR WRITTEN, AND EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SLOTH ELECTRIC MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ANY MATERIALS FURNISHED AND BUYER HEREBY AGREES AND SHALL CAUSE ITS CUSTOMER TO AGREE THAT BUYER AND ITS CUSTOMER'S SOLE REMEDY WITH RESPECT TO ANY SUCH MATERIALS IS RESORT TO ANY WARRANTY PROVIDED BY THE MANUFACTURER OF SUCH MATERIALS.

b. SLOTH ELECTRIC SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES WHATSOEVER, WHETHER OR NOT FORESEEABLE, INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR LOST PROFIT, AND ALL SUCH INCIDENTAL, SPECIAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ALL DAMAGES FOR LOST PROFITS ARE EXPRESSLY DISCLAIMED. UNDER NO CIRCUMSTANCES SHALL SLOTH ELECTRIC'S LIABILITY FOR DAMAGES, IF ANY, EXCEED THE PURCHASE PRICE OF SLOTH ELECTRIC'S SERVICES, WHETHER SUCH DAMAGE CLAIM IS BASED ON A CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OF LIABILITY, ALL SUCH DAMAGES LIKEWISE BEING SPECIFICALLY DISCLAIMED.

c. SLOTH ELECTRIC SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY LOSS, INJURY OR DAMAGE TO PERSONS OR PROPERTY, NOR FOR DAMAGES OF ANY KIND RESULTING FROM FAILURE OR DEFECTIVE MANUFACTURE OF ANY MATERIALS MANUFACTURED BY THIRD PARTIES.

d. MATERIALS, PRODUCTS, EQUIPMENT, COMPONENTS, PARTS AND/OR ACCESSORIES NOT MANUFACTURED BY SLOTH ELECTRIC ARE EXPRESSLY EXCLUDED FROM AND ARE NOT COVERED BY THIS WARRANTY AND SLOTH ELECTRIC DISCLAIMS ANY LIABILITY WHATSOEVER FOR ANY SUCH MATERIALS, PRODUCTS, EQUIPMENT, COMPONENTS, PARTS AND/OR ACCESSORIES THAT ARE MANUFACTURED BY A THIRD-PARTY. BUYER'S OR END USER'S REMEDY OF RMATERIALS, PRODUCTS, EQUIPMENT, COMPONENTS, PARTS AND/OR ACCESSORIES NOT MANUFACTURED BY SLOTH ELECTRIC IS LIMITED TO AND DETERMINED SOLELY BY THE TERMS AND CONDITIONS OF THE WARRANTY PROVIDED BY THE RESPECTIVE THIRD- PARTY MANUFACTURER AS STATED ABOVE.

e. THIS WARRANTY CONSTITUTES THE EXCLUSIVE, FINAL AND COMPLETE WRITTEN EXPRESSION OF ALL THE TERMS AND CONDITIONS OF SLOTH ELECTRIC'S WARRANTY.

6. Equal Employment Opportunity Employer.

Sloth Electric takes affirmative action to ensure equal employment opportunity for all job applicants and employees without regard to race, color, age, religion, sex, national origin, gender, gender identification, disability, veteran or marital status. Sloth Electric will maintain non- segregated work facilities and comply with the rules and regulations of the Secretary of Labor and the State of New York Department of Labor or otherwise as provided by law or Executive Order.

7. Modification.

These Terms and Conditions of Sale supersede any and all previous communications, representations or agreements, either oral or written, with respect to Sloth Electric's Terms and Conditions of Sale and no modifications, amendments, changes or revisions of these Terms and Conditions of Sale, nor any representation, statement, promise or guarantee of any kind made with respect to Sloth Electric's Services by any employee, agent or representative (including any Subcontractor) may be relied upon by Buyer or shall be binding upon Sloth Electric unless made in writing and signed by a corporate officer of Sloth Electric.

8. Governing Law, Venue and Jurisdiction.

Sloth Electric's Proposal and/or Contract, any Buyer purchase order accepted by Sloth Electric, together with these Terms and Conditions of Sale and the respective rights and obligations of Sloth Electric and Buyer thereunder shall be construed, enforced and governed by the laws of the State of New York without reference to conflicts of law principles. Any and all disputes between Sloth Electric and Buyer shall be litigated solely in any New York State court or federal court of competent jurisdiction located in the County of Ontario, New York or in the U.S. District Court for the Western District of New York located in Monroe County, New York and Buyer and Sloth Electric hereby submit to the in person and subject matter jurisdiction of all such courts.

9. Miscellaneous.

a. Sloth Electric's Proposal and/or Contract and any Buyer purchase order together with these Terms and Conditions of Sale are binding on Sloth Electric and Buyer, and their respective employees, successors and assigns, and may not be modified, amended or changes absent a writing signed by a corporate officer of Sloth Electric. In the event that any provision contained in any Sloth Electric Proposal and/or Contract and/or these Terms and Conditions of Sale are legally unenforceable for any reasons, the remaining terms and conditions shall be enforced to the full extent of the law.

b. Sloth Electric warrants that all Services and Materials shall be produced or performed in compliance with all state and federal laws, rules and regulations. Sloth Electric verifies that it is not on the EPA list of facilities violating the Clean Air Act and/or the Federal Water Pollution Control Act.
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Sloth Electric Terms and Conditions of Sale v32020