

AGREEMENT

25-0131-N

IWTF Microfiltration System Module Replacement

This Agreement (the “agreement” or “contract”) is entered into on the date last executed below (“Effective Date”), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 (“COUNTY” or “Customer”) and Trojan Technologies Corp. whose primary address is 839 State Route 13, Cortland, NY 13045 (hereinafter “CONTRACTOR”) (jointly, the “Parties”).

NOW THEREFORE, the Parties agree as follows:

A. Documents Comprising Agreement

1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
 - a. This Agreement
 - b. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 6/14/2023, posted at <https://pinellas.gov/county-standard-terms-conditions/>
 - c. Exhibit C, titled Special Conditions
 - d. Exhibit D, titled Insurance Requirements
 - e. Exhibit E, titled Scope of Services
 - f. Exhibit F, titled Payment Schedule
 - g. Exhibit G, titled Warranty Submittal
2. In the case of a conflict, the terms of this document govern, followed by the terms of the attached Exhibits, which control in the order listed above.

B. Term

1. The initial term of this Agreement shall be from the Effective Date, until the completion of all Microfiltration (MF) System Module Replacements (including all delivery, installation, and acceptance), or until September 30, 2025, whichever is sooner. All warranties will survive expiration or termination of the Agreement. If the Parties agree, and all prices, terms and conditions remain the same, upon expiration of the initial term the Parties may extend the term of the Agreement by written amendment.

C. Expenditures Cap

1. County expenditures under the Agreement will not exceed \$696,436.98 for the contract term without a written amendment to this Agreement. Payable in the following installments:

20% on PO Acceptance and 80% upon delivery

Payment will be net 30 days after receipt of a valid invoice.

D. Modifications to the Pinellas County Standard Terms and Conditions

1. The following provisions of the Pinellas County Standard Terms and Conditions are amended as follows:

- a. Section 20 (“Acquisition of Goods or Products”), subsection J (“Transportation and Inspection”) is replaced in its entirety with the following:

“Prices on the Schedule of Prices are PREPAY & ADD and unloaded to location(s) within Pinellas County. Actual delivery address(es) will be identified at time of order. Contractor will be responsible for making any and all claims against carriers for missing or damaged items.

- b. Section 21 (“Exhibit A: Payment/Invoices”) is revised to add the following language:

“Payments - The parties both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, the County must verbally confirm any new bank or mailing instructions by calling the Contractor and speaking with the Contractor’s accounts receivable contact before mailing or transferring any monies using the new instructions.”

- c. Section 7 (“Indemnification And Liability”) subsection A (“Indemnification”) is replaced in its entirety with the following:

“Contractor agrees to indemnify, pay the cost of defense, including attorney’s fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney’s fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers’ Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the “ADA”) to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor. County is responsible for its own negligence and that of its employees and agents, subject to any limitations on liability established by law, including the provisions of Fla. Stat. 768.28. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability by the County under the doctrine of sovereign immunity or Fla. Stat. 768.28.”

Section 9 (“Intellectual Property”) is replaced in its entirety with the following:

“Contractor retains all rights in and to any intellectual property and confidential information created or procured before the commencement of this Agreement or developed outside of the scope of this Agreement. The Contractor grants the County a non-exclusive, non-transferable license to use such intellectual property and information to the extent necessary and solely for the County’s use of Products and Services purchased hereunder. To help ensure mutual compliance with applicable privacy laws, the County will not provide or share with the Contractor any personal data or personally identifiable information.”

- d. Section 13 (“Confidential Records, Public Records & Audit”) subsection E (“Right to Ownership”) is intentionally omitted from the Agreement.

Except as expressly provided in this Section, the terms of the documents composing the Agreement remain in full force and effect:

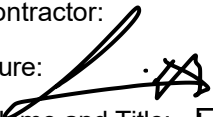
3. Entire Agreement

- a. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For Contractor:

Signature:



Print Name and Title: Louis Mattera-Aftermarket Sales Manager

Date: 2/26/2025

For County:

Signature:



Print Name and Title: Brian Scott, Chair

Date: March 25, 2025.



ATTEST: KEN BURKE, CLERK

By: 

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

EXHIBIT C – SPECIAL CONDITIONS

1. INTENT

It is the intent of Pinellas County to establish an agreement for Microfiltration System Module Replacement

2. NON-NEGOTIABLE TERMS

While the County prefers that no exceptions to its contract terms be taken, the solicitation does authorize respondent to take exception to terms as part of its submittal. The County had deemed the following contract terms in the County's Standard Terms & Conditions <https://pinellas.gov/county-standard-terms-conditions/> to be non-negotiable:

Section 3: Compliance with Applicable Laws (all terms)

Section 7: Indemnification & Liability (all terms) Section

8: Insurance & Conditions Precedent

Section 10(G): Governing Law & Venue

Section 12(A): Fiscal Non-Funding

Section 13: Confidential Records, Public Records, & Audit (all terms)

Section 19: Digital Content (all terms) (if the Agreement includes software, online, or digital content services)

Any terms required by law

3. PRICING/PERIOD OF CONTRACT

The initial term of this Agreement shall be through delivery and acceptance of all goods/services by County representative. The Warranty information is located in Exhibit E, ("Scope of Services"), subsection titled "Module Warranty."

EXHIBIT D - INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

1. **INSURANCE**

The Vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed operations exposure, Vendor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

Vendor shall provide certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision of the State of Florida shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- A. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the contract period.

- I. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work, you will be notified by CTrax, the authorized Vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Vendor or their agent prior to the expiration date.

- 1) The Vendor shall also notify the County within seventy-two (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.
- 2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

B. If subcontracting is allowed under this RFP, the Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below. All subcontracts between the Vendor and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall:

- 1) Require each subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor.
- 2) Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract.
- 3) Provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability.
- 4) Provide a waiver of subrogation in favor of the County.
- 5) Assign all warranties directly to the County.
- 6) Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Exhibit B and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

C. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.

II.

- 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.

- 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

- 4) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

- 1) **Workers' Compensation Insurance** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits

Employers' Liability Limits

Florida Statutory

Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No explosion, collapse, or underground damage exclusions allowed.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

3) **Excess or Umbrella Liability Insurance** excess of the primary coverage required, in paragraphs (1), (2), and (3) above. No explosion, collapse, or underground damage exclusions allowed.

Limits

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

4) **Property Insurance** Vendor will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT E – SCOPE OF SERVICES

Technical Scope of Supply – Microfiltration (MF) System Module Replacement

Aria Filtra will provide labor and materials described below for replacing seventy-one (71) Microfiltration Modules on each of two (2) filtration racks on the Pinellas County Department of Solid Waste water filtration system, for a total of one hundred and forty-two (142) modules. Module replacement will be performed one rack at a time.

Item 1 - Modules and associated items: Aria Filtra will provide the following materials for module replacement:

- 142 ea Aria Filtra Microfiltration modules
- 3 Gal. Lubricant for module nuts
- 284 ea Module nuts
- 299 ea Module O-rings
- 8 ea XR Gaskets
- 8 ea XR Nuts
- 142 ea Clear couplings
- 142 ea Upper end caps
- 142 ea Lower end caps
- 3 each module wrenches
- 2 each torque wrenches
- 2 each clear coupling wrenches
- 144 each XR hoses
- 145 each 1.0-inch clamps
- 145 each 2.0-inch clamps

Item 2 – Installation Supervision: Aria Filtra will provide a qualified Field Service Engineer (FSE) to supervise and assist with removing the old modules and installing the new modules. This module replacement project will require an additional crew of 4 people for 2 days in addition to the Aria Filtra FSE complete. Additional labor crew is by others provided through AriaFiltra and is included in the price.

Overall, Aria Filtra expects this work to take up to 4 days to complete, including set up at the beginning and clean up at the end. As part of this work, Aria Filtra will also provide a new Operating Protocol, and update the system Process & Instrumentation Diagram (P&ID) drawing.

Aria Filtra will provide a new Operating Protocol as part of this work. The Operating Protocol is a document created by Aria Filtra's Process Engineers based on a review of your MF system, together with incoming water quality*, and includes recommended settings and protocols for Flux Maintenance (FM), Enhanced Flux Maintenance (EFM) and Clean-In-Place (CIP) operations. The OP is designed to give

operators the information and guidance to achieve optimal system performance results. Potential benefits from following Aria Filtra's Operating Protocols include improved cleanings, increased up time, and extended service life.

To prepare the operating protocol, the County must provide the following:

- 3 to 12 months' worth of operating data
- Setpoints screenshots
- recent WQ data
- pre-and post-treatment processes and performance data trends like Flux, Flows, TMP, Temperature-
- Corrected Specific Flux (Permeability), Temperature,
- Process active code,
- cleaning frequency and concentrations

Copies of both the P&ID and the Operating Protocol will be provided shortly after completion of the installation work.

*Incoming water quality data is provided by the County. Necessary data include:

- TOC/DOC
- Metals (Dissolved and Total): Fe, Mn, Al
- Turbidity - TSS
- Alkalinity
- Hardness

Aria Filtra can provide the comprehensive water quality analysis needed for the Operating Protocol at additional cost.

Change-Out Plan and Schedule

The Aria Filtra Field Service Engineer will arrive at the site a full day before the start of the module removal process to meet with site personnel, review the site where the work will be performed, and make preparations for the module change-out process.

Once full drainage of the cleaned rack has been verified the old modules will be removed and the new ones installed. The old modules will be set aside for disposal. The new modules will need to be drained of preservative prior to installation on the module rack. Aria Filtra will provide a Material Safety Data Sheet for the module preservative upon receipt of order. Disposal of old modules and module preservative is by others.

Once the full set of modules is installed on each rack, the rack will then be filled and rinsed in place to ensure all preservative has been removed from the modules. The FSE will then verify the operating set points, oversee the start-up of the rack, and verify proper operation.

PLEASE NOTE: If the County has any safety concerns over potential exposure to collected contaminants while working with the old membrane modules, Aria Filtra recommends performing Clean in Place (CIP) just prior to module removal for change-out.

Terms of Service: Regular minimum service charge is for a 10-hour day, not to exceed \$3,600.00 for a 10-hour day. The Service charge will be quoted at the time of request on an as-needed basis. Service charge Quotes must be approved by the Department designee prior to order.

Module Warranty: The modules are warranted for defects in material and workmanship for a period of 12 months from the date of delivery. Where AriaFiltr provides installation and/or installation supervision as part of the replacement module order, the modules carry an extended warranty of 2 years absolute and 8 years pro-rated. The module warranty is subject to the AriaFiltr Warranty Submittal (attached as Exhibit G).

EXCEPT AS STATED IN THE AGREEMENT, CONTRACTOR MAKES NO ADDITIONAL WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS AND SERVICES, INCLUDING WITHOUT LIMITATION ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

AriaFiltr Systems Support

To obtain support for your AriaFiltr systems installation, the County can contact AriaFiltr via our toll free number at 866-475-0115 or by email to AriaFiltrCS@TrojanTechnologies.com. Through this channel, you gain access to warranty assistance, technical support as well as our service and spares team.

The County has access to this 24/7 Service Hotline. AriaFiltr System Engineers are on full-time rotation to provide around-the-clock availability of live technical support. This service is charged at \$300.00 for support time for the first 30 minutes, during normal workday hours between 9:00-AM and 4:00-PM EST, excluding weekends and holidays.

If the system is out of warranty or does not have a 24/7 service support contract, there will be a charge when technical support is to be provided for intervals longer than 30 minutes, or after-hours technical support to resolve the issue. Extensive off-site support will require a purchase order or credit card. Billing is based on a minimum 1- hour charge at AriaFiltr's off-site hourly service rate, not to exceed \$360.00 per hour. You will be asked to provide your credit card number or service contract purchase order number that will be billed at AriaFiltr's Off-Site Service Rates, with a minimum 1- hour charge. If the problem cannot be resolved over the telephone, the County can request a AriaFiltr System Service Representative to visit the site location. You will be quoted an Emergency Service Rate and billed for last- minute travel expenses.

All Quotes for Technical Support Service, Emergency Service Rate, including Travel Expenses must be approved by the Department designee prior to order.

THE TOTAL LIABILITY OF CONTRACTOR AND ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS ARISING OUT OF PERFORMANCE, NONPERFORMANCE, OR OBLIGATIONS IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, DELIVERY, AND/OR USE OF GOODS AND/OR SERVICES IN NO CIRCUMSTANCE INCLUDES ANY LIQUIDATED, PENALTY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, NOR THE CONTRACTOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, EXCEED \$2,000,000.

EXHIBIT F – PAYMENT SCHEDULE

Price (for labor and materials as stated in Exhibit E, without Freight)	\$691,436.98
Freight Estimate*	\$5,500.00
Total amount for purchase order:	\$696,936.98

Currency: USD

- Modules are subject to availability at receipt of PO. Delivery to be confirmed at time of order confirmation.

*Freight charges estimate:

Disclaimer: This proposal is based on information and conditions known at the time of quotation. AriaFiltra reserves the right to revise this proposal through change order(s) should conditions vary significantly from those known at the time of quotation and require additional work or materials.

Exhibit G – Warranty Submittal

WARRANTY SUBMITTAL

Microfiltration System and Module Warranty

SUBMITTED TO:

SUBMITTED BY:

ARIA FILTRA

BEGINNING DATE OF WARRANTY: TIME OF RECEIPT OF SHIPMENT OF EACH MODULE ORDER OR AS OUTLINED BELOW.

ARIA FILTRA will offer the following warranties with the purchase of the proposed microfiltration system.

The Aria Filtra Standard Terms and Conditions are attached.

Terms of Material, Workmanship, Repair & Replacement Warranty

- i. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO ANY OF THE PRODUCTS, NOR IS THERE ANY OTHER WARRANTY EXPRESS OR IMPLIED, EXCEPT AS PROVIDED FOR HEREIN.
- ii. **Hardware Warranty:** For 12 months commencing from the date of start-up or eighteen months from time of delivery from Seller (the "Warranty Period"), Seller warrants that products manufactured by Seller when properly installed and maintained, and operated at ratings, specifications and design conditions, will be free from defects in material and workmanship.
- iii. **Module Warranty: (10 YEAR - 2 YEAR ABSOLUTE AND 8 YEARS PRO-RATED)**
For a period of one hundred and twenty months commencing from the date of installation, or one hundred and twenty six months from the time of delivery from Seller (the "Warranty Period"), whichever is sooner, Seller warrants that the membrane modules, when properly installed and maintained, and operated at ratings, specifications and design conditions, will be free from defects in material and workmanship. In addition, Seller warrants satisfactory performance of each membrane module based on the microfilter system's ability to support design flow rates and the membrane modules passing the Seller's standard integrity test.

Owner and Seller will work together to optimize the specific operating protocol to be used including number of racks on line, flow rates per rack, cleaning technique and cleaning set points with the goal of achieving excellent long-term performance. Any change in operating conditions, water chemistry or the nature of the contaminants will require a review to determine the potential for impact on this warranty.

If the membrane modules fail to perform as outlined for up to *twenty four months* commencing from the startup, or *thirty months* from the time of delivery from Seller, whichever is sooner, Seller will be given the opportunity to remedy the situation, for example, by modifying operating

and/or cleaning protocol. If Seller is not able to remedy the situation, Seller will repair or replace those modules that do not perform if they are removed from service due to poor performance.

If the membrane modules fail to perform as outlined after *twenty four months* up to *one hundred twenty months* commencing from startup, or after *thirty months* to *one hundred twenty six months* from the time of delivery from Seller, whichever is sooner, Seller will be given the opportunity to remedy the situation, for example, by modifying operating and/or cleaning protocol. If Seller is not able to remedy the situation or repair the modules, Seller will replace those modules at the following replacement price:

- Replacement Module Price = Module Price x (# of months from startup/120 months)

Or

- Replacement Module Price = Module Price x ((# of months from delivery – 6)/ 120 months))

Aria Filtra is committed to continuous development of its filters and filter processes. Should membrane technology improve, for example via changes in the permeability or operating flux rates of the membranes, Pall reserves the right to provide a suitable number of alternative membrane replacements during the term of our warranty and beyond. This does not change the warranty since Aria Filtra guarantees the design flow capacity and the operational performance as defined within this proposal.

- iv. Seller's liability under any warranty is limited solely (in Seller's discretion) to replacing (FOB original ship point), repairing or issuing credit for products which become defective during the Warranty Period. Purchaser shall notify Seller promptly in writing of any claims and provide Seller with an opportunity to inspect and test the product claimed to be defective.
- v. In no event shall Seller be liable for any product altered outside of the Seller's factory by someone other than Seller or for a product subjected to misuse, abuse, improper installation, application, operation, maintenance or repair, alteration, accident, or negligence in use, storage, transportation or handling.
- vi. Seller shall not be liable for any damage or defect to equipment caused by improper use or mishandling of consumable items used in the operation of the treatment plant or by normal wear & tear or impact.
- vii. Seller shall not be liable for any damage or defect to equipment caused by operation of the equipment not in accordance with seller provided Operation and Maintenance manual even if seller is not aware of the existence of these conditions. Neither shall

seller be liable for repairs, alterations or replacements to or uses of the equipment, which go beyond the equipment specification.

- viii. Seller shall not be liable for any damage or defect to equipment caused by operation of the equipment at pressures during forward flow, air scour and reverse flow modes higher than those recommended in the Operation and Maintenance manual
- ix. If applicable, the performance bond issued in conjunction with this contract will only cover a one-year warranty period and will not cover the long term warranties outlined above.
- x. Warranty does not cover fiber damage due to foreign debris.
- xi. For long term membrane warranties customer is required to contract Aria Filtra to perform one system audit and CIP annually to maintain warranty validity. In addition, CIPs must be conducted by the customer at the interval and formulation indicated in the Operations and Maintenance Manual (O&M Manual) and the system must be operated per the conditions indicated in the O&M manual or as may be modified as per section iii of this warrantee.