

ACCURATE AIR SOLUTIONS, LLC

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PROPOSAL

March 1, 2017

CUSTOMER:
Brown County

JOB-SITE:
Water Treatment

CONTRACT AGREEMENT

With
ACCURATE AIR SOLUTIONS
ON
BROWNWOOD COURTHOUSE
BROWNWOOD, TX

By this AGREEMENT Accurate Air Solutions agrees to purchase and Chem-Aqua, Inc. agrees to provide a professional Water Treatment Program for the CHILLED AND HOT WATER LOOPS for a cost of \$245.00 per month. The following system(s) are excluded from this AGREEMENT: NA. The term of this AGREEMENT shall be for 12 months starting 3-1-2016 and ending 2-28-18. This price quotation includes chemicals, service visits twice a year, and freight, but does not include any taxes that may be applicable. This AGREEMENT may be renewed automatically at expiration with the mutual consent of both parties.

Chem-Aqua will have a representative call on BROWNWOOD COURTHOUSE and provide directions for the initial application of the treatment chemicals. Thereafter, a representative will visit BROWNWOOD COURTHOUSE every three months to check the systems, collect water samples, and test the treated waters. A written report documenting the results of the service visits and any recommendations will be provided to the designated personnel of BROWNWOOD COURTHOUSE AND ACCURATE AIR SOLUTIONS.

ACCURATE AIR SOLUTIONS agrees to follow the recommendations provided by Chem-Aqua on the water treatment program and to maintain the necessary feeding devices to insure proper application and functioning of the water treatment chemicals. Chem-Aqua will not treat closed systems that have leaks and cannot be held responsible for any damage that has occurred prior to the start of our Water Treatment Program or due to any other factors which are beyond our control.

This AGREEMENT may be canceled by either party upon sixty (60) day written notice. Upon cancellation, all inventory of chemicals, testing materials, and feed and control equipment belonging to Chem-Aqua will be returned to Chem-Aqua.

December 19, 2016
(Exhibit #1)

Chem-Aqua, Inc.
By: *Bickey Winters*
Print Name: Bickey WINTERS

ACCURATE AIR SOLUTIONS
By: *Tony Phelps*
Print Name: Tony Phelps

The above AGREEMENT is accepted this 1st day of March, 2017.

Customer Acceptance Signature:

Signature *E Ray West III*
Printed Name E. RAY WEST III
Title County Judge
Date _____

Accurate Air Solutions Signature:

Signature *Tony Phelps*
Printed Name Tony Phelps
Title President
Date 3-20-2017

TERMS AND CONDITIONS

COMPANY: The Company as used herein shall mean Accurate Air Solutions LLC.

PRICE POLICY: Prices of the good may be increased depending on the date of release and/or shipment of the order, announced increases in the Company's list prices, or increases in labor and material cost. Bid proposals are valid 90 days of proposal date, for pricing is subject to change after 90 days.

TERMS OF PAYMENT: Terms of payment are subject at all times to prior approval of the company's credit department. Terms of payment are net 30 days of date of invoice unless previously otherwise agreed in writing. **ANY PAYMENT OVER \$1,000.00 USD PAID BY CREDIT CARD WILL BE SUBJECT TO A 4% FEE.** If at any time the financial condition of the Purchaser or other circumstance affecting the credit decision, in the Company's opinion, does not justify continuance of production of products or shipment of products on the terms of payment specified, the Company may require full or partial payment in advance, or may at its sole discretion stop or delay production or shipment of products. In the event of default in payment, Purchaser agrees to pay all costs of collection incurred by the Company including but not limited to collection agency fees, attorney fees and court costs. All past due amounts shall bear interest at highest rate allowed by law.

SHIPPING TERMS: All shipments will be made F.O.B. factory with freight as quoted. All shipments will be made via a low cost common carrier and the Purchaser shall pay charges for special carrier services requested by the Purchaser. The Company may ship the goods in one or more lots.

CLAIMS: The responsibility of the Company for all shipments ceases upon delivery of goods in good order to the carrier. Since all goods are shipped at Purchaser's risk, damage or shortage in transit against the carrier. Claims for factory shortages will not be considered unless made in writing to the Company within ten (10) days after receipt of the goods and accompanied by reference to the Company's bill of lading and factory order numbers.

TAXES: The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by the Purchaser in the same manner and with the same effects as if originally added thereto.

CANCELLATIONS: Accepted orders are not subject to cancellation without the Company being reimbursed for any and all expenses, and being indemnified by Purchaser against any and all loss.

DELIVERY & DELAYS: Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

PRODUCT CHANGES: In the interest of continuous product improvements, the Company reserves the right to change specifications and/or design without incurring obligation.

RETURNED GOODS: Goods may not be returned except by permission of an authorized Company official, and when so returned will be subject to handling and transportation charges. Authorized return goods must be shipped prepaid to the location designated by the authorization.

LIMITED WARRANTY: Free replacement parts will be provided by the manufacturer the Company represents in the event any product supplied by the Company and used in the United States proves defective in material or workmanship for a period of twelve (12) months from the initial start-up or eighteen (18) months from date of shipment, whichever expires sooner. Goods sold under this agreement are warranted only to the extent that the manufacturer warranted them to the Company or directly to the Purchaser. The Company's liability to the Purchaser shall not exceed the lesser of the cost of correcting defects in the goods sold or the original purchase price of the goods, and the Company shall not in any event be liable to buyer or third parties for any delays of special, indirect, or consequential damages. The Company's warrant does not apply to any goods which have been opened, disassembled, repaired, or altered by anyone other than the Company or its authorized service representative or which have been subjected to misuse, misapplication, or abuse. The Company is not obligated to pay any labor or service costs for removing or replacing parts, or any shipping charges. Refrigerants, fluids, oils, and expendable items such as filters are not covered by this warranty. This parts warranty and any optional extended warranties are granted only to the original user. Company's duty to perform under any warranty may be delayed, at Company's sole option, until Company has been paid in full for all goods purchased by Purchaser. No such delay shall extend the warranty period. For additional consideration the Company will provide an extended warranty on certain goods or components thereof. To obtain assistance under this limited warranty please contact Accurate Air Solutions LLC, P.O. Box 5817, Abilene, Texas, 79608 (325) 672-2966. This warranty constitutes the purchaser's sole remedy. It is given in lieu of all other warranties: expressed or implied. There is no implied warranty of merchantability or fitness for a particular purpose. In no event and under no circumstances shall Accurate Air Solutions LLC be liable for incidental or consequential damages, whether breach of this or any other warranty, negligence, or strict tort. The company must receive a start-up information report for goods containing motor-compressors and/or furnaces. The registration/start-up form must be completed and returned to the Company within ten (10) days of original equipment start-up or start-up date and ship date will be deemed the same for warranty determination. No person has the authority to expand the Company's obligation beyond the terms of this express warranty.

CUSTOMER BREACH: Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS) EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

TERMS OF SALE: Sale of goods covered hereby to Purchaser is made solely on the terms and conditions set forth herein, notwithstanding any additional or conflicting terms and conditions that may be contained in any purchase order or other form or purchase, all of which additional or conflicting terms and conditions are hereby rejected by the Company unless agreed upon in writing and signed by an officer of the Company. Specifically, the Company does not accept any holdbacks from its billings (see TERMS OF PAYMENT above). The Company is a supplier (not a contractor as defined in the Construction Lien Act) and is NOT subject to the holdback rules contained in the Construction Lien Act. No waiver, alteration or modification of the foregoing terms and conditions shall be valid unless made in writing and signed by an authorized official of Heat Transfer Solutions Inc. In particular, and without limiting the foregoing, notwithstanding anything to the contrary in Purchaser's purchase order or any other documents, the Company does not accept any order subject to project design and specifications. Purchaser agrees to accept full and sole responsibility to determine whether the product ordered by Purchaser meets the design and specification requirements of any project.