

SUPPLY AGREEMENT

This SUPPLY AGREEMENT (this "Agreement"), dated as of the 02nd day of June 2023 is between Norit Americas, Inc., having an address of 3200 University Ave., Marshall, Texas 75670 ("Norit"), and City of Grand Island having an address of 100 East 1st Street, Grand Island, Nebraska 68801 ("Customer"). Norit and the Customer are sometimes referred to herein individually as a "Party", and collectively as the "Parties." On the terms and conditions set forth below, Norit agrees to sell to Customer, and Customer agrees that it will purchase from Norit, the Products (as defined below) in the volumes and at the price provided for in this Agreement.

1. Term: The term of this Agreement shall be for 3 years from May 1, 2023 through April 30, 2026 ("Term").
2. Products: Norit shall supply, and Customer shall purchase, DARCO® Hg-LH brominated activated carbon ("Product") in accordance with the terms of this Agreement. The data sheet for the Product is set forth in Annex 1 ("Data Sheet").
3. Volume: For each calendar year of the Term, Customer shall purchase from Norit 100% of Customer's requirements for the powdered activated carbon at Customer's City of Grand Island facility.
4. Prices: The price per pound for the Products is set forth in the table below ("Prices"). All Prices are quoted CPT, Norit Shipping Point, and are for bulk delivery.

Pricing: Darco Hg-LH: \$0.94/pound

Bulk Trailer Freight will be Invoiced separately.

5. Taxes. Any and all taxes and/or similar charges which may now or hereafter be imposed by any federal, state, provincial, county, or municipal government or subdivision thereof upon the sale or use of any of the products purchased and sold hereunder shall be added to the price of said Product, invoiced by Norit and paid by Customer.
6. Forecasts; Orders. Each month, Customer shall provide rolling three month forecasts showing projected demand for the Product by month. These forecasts shall be for planning purposes only, and are not binding upon either Customer or Norit. Customer shall place orders with Norit from time to time for the purchase of Product. Each order shall be placed with a lead time of at least seven (7) days from order to shipment. The minimum order size shall be one bulk truck (40,000lbs.).
7. Invoicing; Payment Terms. Invoices will be issued to Customer upon each shipment of Product. Payment terms shall be Net thirty (30) days. Such payment shall be made by wire transfer in readily available same day or next day funds denominated in the invoiced currency.
8. Terms of Sale. Except as specifically modified hereby, Norit's standard terms and conditions for the North American Region (a copy of which are on each Invoice) shall govern all sales of Products between Norit and Customer. In particular, Norit warrants only that the Products supplied hereunder will meet the specifications as set forth on the applicable Data Sheet. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NORIT MAKES NO OTHER REPRESENTATION, WARRANTY, INDEMNITY OR CONDITION OF ANY KIND, AND HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY SUCH, INCLUDING

WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, QUALITY OR CONDITION, WHETHER SUCH PRODUCTS ARE USED ALONE OR IN COMBINATION WITH OTHER SUBSTANCES OR MATERIALS. IN NO EVENT SHALL NORIT BE RESPONSIBLE OR LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS) EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

9. Termination. Either Party may terminate this Agreement at any time in the event the other Party commits a breach of any material provision of this Agreement (including failure by Customer to make timely payment for Product hereunder), which breach is not cured within 30 days after the breaching party receives written notice of such breach by the other party.
10. Confidentiality. Norit and Customer agree to keep confidential and not disclose, and shall cause their respective subsidiaries and affiliates to keep confidential and not disclose, to any party or use for any purpose (other than the performance of this Agreement), the contents of this Agreement, nor any proprietary or other confidential information of the other party which is received pursuant to this Agreement ("Confidential Information"). Confidential Information shall be subject to the restrictions of this paragraph only if it is marked as confidential or proprietary or, if not disclosed in tangible form, the disclosing party notifies the recipient of its confidential or proprietary nature prior to its disclosure. For purposes of this Agreement, Confidential Information of a party does not include, and a party and a party's subsidiaries and affiliates will have no obligations under this provision with respect to, any information of the other party or any subsidiary or affiliate of the other party (the other party and subsidiaries and affiliates of the other party being referred to as the "receiving party") which:
 - (i) is already known to the receiving party from a source other than the disclosing party through means that do not violate any obligations of confidentiality, as evidenced by competent proof thereof; or
 - (ii) is or becomes publicly known through no wrongful act of the receiving party (in which event the receiving party's obligations under this Agreement in respect thereto shall terminate on the date such information enters the public domain); or
 - (iii) is rightfully received by the receiving party from a third party without violation of any obligations of confidentiality owed by the third party to the disclosing party; or
 - (iv) is disclosed by the disclosing party to a third party without restrictions on the third party's right to use or disclose such information; or
 - (v) is independently developed by employees or consultants of the receiving party without use of or reference to the disclosing party's Confidential Information; or
 - (vi) is approved for release by written authorization of the disclosing party.
11. Notices. Any notice, consent, approval, request, authorization, direction or other communication under this Agreement shall be given in writing, and sent to a Party at the address set forth above by means of overnight delivery, and delivered by hand, facsimile transmission, recognized worldwide delivery service, or US mail.


12. No modification. The terms and conditions of this Agreement shall govern all purchase orders, order acceptances or other transaction documents used by either party in connection with sales of Product by Norit to Customer. Any representations, warranties, conditions or indemnities or other terms or conditions proposed or stated by Customer in connection with any sale of Products by Norit or in any purchase order or other document sent by Customer which are in conflict with the terms and conditions of this Agreement are expressly rejected by Norit and waived by Customer. No modification of this agreement shall be of any force or effect unless in writing and signed by an authorized signatory of Customer and Norit.
13. Independent Contractors. Customer and Norit are each independent contractors. Nothing herein contained shall be construed to place Customer and Norit in the relationship of principal and agent, master and servant, partners, or joint venturers, and, except as otherwise set forth in this Agreement, neither party shall have, expressly or by implication, the power to represent itself as having any authority to make contracts in the name of or binding upon the other, or to obligate or bind the other in any manner whatsoever.
14. Entire Agreement. This Agreement contains the full and complete undertaking and agreement between the parties hereto with respect to the sale of Products by Norit to Customer, and supersedes all other agreements between Norit and Customer, whether written or oral, except any confidentiality agreements between the parties, which shall, to the extent such agreements do not contradict the terms of this Agreement, continue in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as a sealed instrument and have delivered this Agreement as of the day and year first above written.


NORIT AMERICAS, INC

City of Grand Island, Nebraska

By: 
Name: TIM WRUBLE
Title: V.P. - SALES & MARKETING

By: 
Name: Roger B. Steele
Title: Mayor

Attest:


City Clerk

The Contract is in due form according to law and hereby approved.


Attorney for the City

Date: 6/16/23