

DO NOT INVOICE THIS ADDRESS

City and County of Denver  
 General Services Purchasing Division  
 Department 604  
 Denver, CO 80202  
 United States of America



Purchase Order Number	PO-00184687
Purchase Order Date	Jun 8, 2026
Contract ID	
Payment Terms	Net 30
Payment Type	Check
Buyer	Elizabeth Hewes

Supplier
KAISER PREMIER LLC 2550 E BIJOU AVE FORT MORGAN, CO 80701 United States of America Ph: (970) 5421975

<b>Ship-To:</b> Please refer to the final page of this purchase order for additional instructions and contact information.
Roslyn Building C 5440 Roslyn St Bldg C Denver, CO 80216 United States of America Donnie Cruz

<b>Bill-To:</b>
Bill To Same As Ship To Denver, CO 80202 United States of America Dominica Thalley

Currency	Total Lines Amount	Tax Exempt	Total PO Amount
USD	\$523,901.00	98-02890-0000	\$523,901.00
Shipping Terms	Shipping Method	Shipping Instructions	
FOB Destination	Common Carrier		

Goods Lines								
Line Number	Item Name	Supplier Item Identifier	Description	Due Date	Unit of Measure	Quantity	Unit Price	Line Amount
1			Kenworth T480 Urban X Vacuum Truck Ref# 26-119		Each	1	\$523,901.00	\$523,901.00

Vendor to fill in and submit attached Exhibit Vehicle Check-In.

Delivery will NOT be considered complete without the Vehicle Check-In form and payment will not be remitted.

Agency Contact: Donnie Cruz | 720-582-2679 | Donnie.Cruz@denvergov.org

Billing Contact: Dominica Thalley | dominica.thalley@denvergov.org

Vendor Contact: Scott Madsen | 720-392-5020 | scott.madsen@kaiserpremier.com

Delivery: Monday through Friday between 8:00 am and 1:00 pm by appointment

Location:

City and County of Denver  
Fleet Management  
5440 Roslyn Street, Building C  
Denver, CO 80216  
Coordinate Delivery: (720) 865-3900

Title to Read:

City and County of Denver  
201 West Colfax Avenue Dept 604  
Denver, CO 80202

Documents to be Provided Upon Delivery:

Application for Title, State of Colorado  
Odometer/Hours Statement

Internal Reference # 26-119

REFER TO EXHIBITS "A" FOR SERVICE DESCRIPTION AND PRICING ONLY.

VENDOR: You must contact the agency contact listed above to confirm this order.

Purchase Order price listed herein includes all shipping and handling.

All invoicing must match the purchase order exactly and contain the purchase order number. All invoices must be sent directly to the bill to address listed on the purchase order, this address may be different than the ship to address. Changes to this purchase are not valid without prior approval from purchasing.

Any changes to the PO, whether it is a change of specifications, quantity, or price, will require the City to send a revised Purchase Order to the Vendor prior to item being shipped.

For additional questions regarding this purchase order, contact the Agency Contact listed above on the purchase order

ALL INVOICING AND CORRESPONDENCE MUST CONTAIN THE PURCHASE ORDER NUMBER IN FULL (PO-00184687

This purchase is pursuant to DRMC 20-64.5 - Cooperative Purchase

The terms and conditions of this purchase order shall supersede and replace HGACBuy contract number HT06-24

Purchase pursuant to DRMC 3.26(e)-This Purchase Order is contingent on Council approval and is void without such action.

Michael  
Romero

Digitally signed by  
Michael Romero

Authorized By

By accepting this Purchase Order, you agree to the Terms and Conditions of the General Services Purchasing Division. Please follow the URL below and review the Current Purchase Order Terms and Conditions - <https://denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/General-Services/Purchasing-Division/Terms-and-Conditions>

CITY PO EXHIBIT  
City and County of Denver  
Fleet Management  
Vendor Supplied Information Data

City Unit(s) # \_\_\_\_\_

(City Use Only)

ENTER CITY PURCHASE ORDER NUMBER: PO- \_\_\_\_\_  
Example: PO-00003584

***The following underlined forms and information are **REQUIRED** for new vehicle deliveries:***

- Copy of entire Purchase Order (all pages)
- Original MSO (Manufacturers Statement of Origin) – is required for all vehicles except off-road and construction equipment. May receive one for some off road equipment if manufacturer issues one.  
Name of purchaser: **City and County of Denver**  
Address: **201 W. Colfax Ave. Dept. 604  
Denver, CO 80202**
- Secured Dealer Bill of Sale (DR2407) – IN STATE ONLY – Required for on the road vehicles Such as cars, pickup[s], vans and any vehicle under 16,000 GVWR. Not needed if odometer Section is filled out and signed on MSO. Not required on vehicles over 16,000GVWR LBS.
- Application for Title and Registration (DR2395) – Required for all on-road vehicles and trailers.
- Verification of Vehicle Identification Number (DR2698) – Required for all Vehicles coming from an out of state dealer, incomplete vehicle. I.E. Cab and Chassis.
- Statement of Fact (DR2444) - Required on all vehicles with modifications to the cab and chassis. Such as a body crane, auxiliary engine, etc. The statement of fact must include the modifications made and include VIN numbers of chassis and equipment.
- Special Mobile Machinery Form (DR2689) - Required on all off road and Construction equipment. I.E. Front end loaders, tractors, skid steer loaders, Mowers, air compressors, motor graders, etc.
- Weight slip required - (on all incomplete vehicles that are made into a complete vehicle) – and all off-road equipment and construction type equipment. (Front end loaders, sweepers, graders, air compressors, rollers, etc.).
- Temporary License Plate – Required for all on-road vehicles. Not required for off road Equipment.
- Original Dealer Invoice – Required for all vehicles on and off the Road.
- Receipt or Contract for Optional Warranty – Only if spec or called out on P.O.
- Shop and Parts manuals (as required) (CD or electronic form preferred) – Only if spec or show as a line item of P.O.
- Standard Sales Tax Receipt for Vehicle Sales (DR0024)-IN STATE ONLY- Required for purchases to disclose the purchase amount to the state.

Dealer Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**CONTRACT PRICING WORKSHEET**  
For Standard Equipment Purchases

Contract No.:

HT06-24

Date Prepared:

4/2/2026

**This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.**

Buying Agency:	Denver Wastewater Management	Contractor:	Kaiser Premier
Contact Person:	Donnie Cruz	Prepared By:	Scott Madsen
Phone:	720-337-1197	Phone:	720-392-5020
Fax:		Fax:	
Email:	720-337-1197	Email:	scott.madsen@kaiserpremier.com

Product Code:	Urban X	Description:	8 Cubic Yard Hydo-Excavator - W/O Chassis
---------------	---------	--------------	---

**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** 323,665

**B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable**  
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Water box heater	1,360		
Boiler	7,820		
Walking beam scale system	3,378		
Ladder platform	6,120		
Labeling plates	2,747		
Dirt Box	1,723		
		Kenworth T480/PX9/Allison 3000 VIN- 2NK5LJ0X9SM1414	141,570
		<b>Subtotal From Additional Sheet(s):</b>	
		<b>Subtotal B:</b>	164718

**C. Unpublished Options - Itemize below - Attach additional sheet if necessary**  
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
<b>Additional Lighting Package</b>	12,000		
<b>Winter Package</b>	10,000		
<b>Tariff</b>	12,500		
5 sets of keys	1018		
		<b>Subtotal From Additional Sheet(s):</b>	
		<b>Subtotal C:</b>	35518

**Check:** Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 7%

**D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)**

Quantity Ordered:	1	X Subtotal of A + B + C:	523901	=	Subtotal D:	523901
-------------------	---	--------------------------	--------	---	-------------	--------

**E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges**

Description	Cost	Description	Cost
		<b>Subtotal E:</b>	0

**Delivery Date:** **F. Total Purchase Price (D+E):** 523901

# Order Acknowledgement

**05/13/2026**

**Denver Wastewater**

**ATTN: Donnie Cruz**

**5440 Roslyn St C, Denver, CO 80216**

**SN: 600319**



## KAISER PREMIER Urban X

### Superstructure

#### Tank structure for 3-axle chassis

Cylindrical designed debris / water body:

- Debris tank 1,345 gal / 8.0 yd<sup>3</sup> (approx. 6,114 liters)
- Water tank 800 gal / 3.9 yd<sup>3</sup> (approx. 3,028 liters)
- Total capacity 2,145 gal / 11.9 yd<sup>3</sup> (approx. 9,142 liters)
- Tank structure made of carbon steel A36
- Minimum tank thickness 1/4"
- Hydraulically tilted tank to 35 degrees, single acting cylinder
- 2" water fill with bacteria break

#### Tank cover

- Full opening, domed rear door
- Hydraulic dump door locking system, adjustable
- Hydraulic dump door open/close system
- Rear dump door open cylinders with safety locking valves for operator safety

### High-pressure system

- Triplex pump Pratissoli KE22, hydraulically driven
- Feed rate of up to 10 gpm (approx. 38 l/min)
- Operating pressure of up to 3,000 psi (approx. 210 bar)
- Variable pressure and flow electronically adjustable via control panel or wireless remote control
- Air purge water system
- Powered retract hose reel
  
- 75 ft (approx. 23 m) ½” hose with an operating pressure of 3,000 psi, rated to 4,500 psi
- Two ½” dig wands/extensions with 6 ft (approx. 2 m) length
- Single straight nozzle and rotating nozzle
- 2” BANJO water strainer

### Blower and vacuum system

- 2,400 cfm (approx. 4,078 m3/h) 27” Robuschi RBDV 105 blower
- High flow inlet and outlet silencers
- Direct drive transfer case with air shift
- Positive pressure mode
- Self-contained cyclone contents recovery system
- Boom flap valve for pressurizing tank
- 5” I.D. wire reinforced rubber/gum suction hose
- 10 micron final filter

### Boom assembly

- Electric over hydraulic boom
- Hydraulically powered up/down, left/right, extend/retract boom
- Boom control via control panel or wireless remote control
- 4” and 5” dig tube
- Two 5’ dig tube extensions
- 340 degrees of boom rotation
- Telescoping, dig ready boom
- Digging depths up to 9 ft without additional pipe
- Ladder access and platform for boom inspection and valve maintenance

### Control system

- Onboard control panel at rear of machine and wireless remote control for several functions incl.
  - ✓ Water pump on/off
  - ✓ Boom control
  - ✓ Engine speed
  - ✓ Vacuum on/off
  - ✓ Dump door

- ✓ Unloading
- ✓ Work lights
- ✓ Emergency stop
- Control panel moisture resistant/sealed

### Hydraulic system

- Water recirculation
- Hydraulic water pump drive
- Gear pump for controls and positioning equipment

### Standard Features

- Steel hydraulic tank with sight glass and in-tank hydraulic return filter
- LED lights: 3 work lights on rear of truck, 2 mid body, 2 on end of boom with cord reel
- LED lights: Stop/Turn and reverse
- Pull points front and rear
- 2x safety lanyard anchors
- Electronic, high decibel safety back-up alarm
- Water system enclosure
- Tool boxes on driver and passenger side
- Scrap box for dirty tooling, rocks, etc., driver side
- Aluminum storage box, passenger side
- Steel cross storage box behind cab
- Backup camera

## Options

### OP-20094725 Water box heater

- Heater install in water pump cabinet



### OP-20094730 Boiler

- 440,000 BTU boiler

### OP-20077899 Walking beam scale system

- Scale system for weight monitoring

**OP-20094732 Ladder platform**

- Ladder access and platform for boom inspection and valve maintenance

**OP-20079834 Labeling plates**

- Signage boards mounted on both sides of the tank
- Painted, without lettering
- Offers additional advertising space



**Additional Options Included**

Lighting package per Denver Wastewater Specs

Winter Package

5 sets of keys

Additional 5” suction tubes

**Chassis data**

Chassis	
Manufacturer	Kenworth T480 VIN- 2NK5LJ0X9SM141430
Engine	PX9
Transmission	Allison 3000

Sales price	
HGAC Base price with options on chassis-Please see attached HGAC Worksheet	\$ 523,901
Chassis FET (if applicable) exempt with certificate	\$EXEMPT
Body FET (if applicable) exempt with certificate	\$EXEMPT
Delivery FOB Fort Morgan, CO	INCLUDED
Training – on site training included (2 days)	Included
<b>Total</b>	<b>\$523,901</b>
<b>Deposit required (10%)</b>	<b>\$NOT REQUIRED WITH PO</b>

	<b>CONTRACT PRICING WORKSHEET</b> For Standard Equipment Purchases	Contract No.:	HT06-24	Date Prepared:	4/2/2026
---	---	---------------	---------	----------------	----------

**Our bank details:**

**UniCredit Bank AG (\*) New York / U.S.A.**

**SWIFT Address: HYVEUS33**

**Kaiser Premier LLC, Routing: 026008808 Account: 2343894501**

**Subject to technical change without notice!  
All illustrations and pictures have symbolic character.**

**ALL PRICES ARE IN US DOLLARS. QUOTE IS VALID 30 DAYS FROM ISSUE.**

**KAISER PREMIER HAS THE RIGHT TO PASS THROUGH ANY UNFORESEEN CHASSIS SURCHARGES OR PRICE INCREASES FROM A CHASSIS MANUFACTURER THAT MAY OCCUR AFTER THE TIME OF ORDER.**

**POSSIBLE TARIFF PRICE ADJUSTMENTS:** Should Kaiser Premier be forced to absorb price increases directly related to any newly established tariffs, we reserve the right to add the additional cost to the sales price provided in this Order Acknowledgment.

**This unit is SUBJECT TO PRIOR SALE; a 10% deposit is required with signed proposal. Does NOT apply to Government agencies.**

**TERMS:** 10% down payment, Balance due upon completion. Once production has commenced on this Sales Proposal agreement, in the event of the purchasers cancelling the Sales Proposal agreement, or failing to accept delivery, or failing to complete the Sales Proposal agreement, the entire deposit shall be forfeited to KAISER PREMIER, but such forfeiture shall not prejudice any other remedy which KAISER PREMIER may have for breach of any of the Sales Proposal agreement. Buyer agrees to the attached terms and conditions.

**ALL APPLICABLE TAXES and vehicle registration is the responsibility of the purchaser. Excludes all other applicable duties, tariffs, brokerage, delivery or documentation fees.**

**Purchaser's Acceptance:**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**KAISER PREMIER**

**By: Scott Madsen**

**Title: Business Development Manager**

**Date: 4/2/2026**

**TERMS AND CONDITIONS OF SALE**

**ACCEPTANCE OF TERMS AND CONDITIONS; NO ADDITIONAL TERMS; ORDER ACKNOWLEDGEMENT.** No quotation or purchase order for vehicles, equipment, parts, or services (collectively "Equipment") sold by Kaiser Premier LLC or any subsidiary, affiliate, or related entity (collectively, "Kaiser") shall be deemed accepted by Kaiser until Kaiser issues an Order Acknowledgement to, or otherwise accepts an order from, (each, an "Order Acknowledgement") the purchaser (the "Buyer") stating the terms upon which Kaiser will sell Equipment to Buyer. Any sales of Equipment, as well as any quotation or other offer by Kaiser is expressly conditioned upon the acceptance of these Terms and Conditions of Sale and the Order Acknowledgement, as they may be modified or supplemented in a writing executed by an authorized officer of Kaiser (collectively, these "Terms and Conditions"). These Terms and Conditions govern all transactions between Kaiser and the Buyer, and no additional or different terms and conditions will be binding upon Kaiser. Kaiser objects to and rejects any proposal, acceptance or agreement provided by Buyer that includes different or additional terms that vary from these Terms and Conditions.

**DELIVERY; RISK OF LOSS; TITLE.** Kaiser shall deliver the Equipment ordered by Buyer to Kaiser's manufacturing facility in Fort Morgan, Colorado (the "Delivery Point") using Kaiser's standard methods for delivery of such Equipment unless otherwise specifically stated in the applicable Order Acknowledgement. The Products shall be delivered Ex Works, Incoterms 2020®, at the Delivery Point. Risk of loss passes to Buyer upon delivery of Equipment at the Delivery Point. Title passes to Buyer upon Buyer taking possession of the Equipment. The Equipment will be delivered within a reasonable time after issuance of the Order Acknowledgement, subject to availability of finished Equipment and Kaiser's delivery schedule; Kaiser shall not be liable for delays in delivering the Equipment. Kaiser shall not be liable for any delays, loss, or damage in transit unless otherwise stated in the Order Acknowledgement. If for any reason Buyer fails to accept delivery of any of the Equipment on the date fixed pursuant to Kaiser's notice that the Equipment has been delivered at the Delivery Point, or if Kaiser is unable to deliver the Equipment at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Equipment shall pass to Buyer; (ii) the Equipment shall be deemed to have been delivered to Buyer; and (iii) Kaiser, at its option, may store the Equipment until Buyer picks it up and Buyer shall be liable for all related costs and expenses (including, without limitation, storage, and insurance).

**SECURITY INTEREST.** As collateral security for the payment of the purchase price of the Equipment, Buyer hereby grants to Kaiser a lien on and security interest in the Equipment and any proceeds therefrom. The security interest granted under this provision constitutes a purchase money security interest under the Colorado Uniform Commercial Code. Kaiser shall have the right to repossess without court order, all Equipment and Proceeds (as defined in the Colorado Uniform Commercial Code) for which payment in full has not been timely received. Buyer expressly authorizes Kaiser to file a financing statement with the appropriate governmental authority to perfect this security interest. Buyer agrees to pay costs and expenses, including attorney's fees resulting from actions taken to repossess Equipment.

**BUYER'S RESPONSIBILITY -- INSURANCE AND TAGS.** Buyer acknowledges that unless prohibited by applicable law or otherwise stated in the Order Acknowledgement, any insurance coverage, license, tags, plates or registration maintained by Kaiser on the Equipment shall be canceled upon delivery of the Equipment to Buyer at the Delivery Point.

**PAYMENT TERMS; DOWN PAYMENT.** Buyer shall pay all invoiced amounts due to Kaiser in accordance with the terms of the Order Acknowledgement. Buyer shall make all payments in US dollars in immediately available funds or as specified in the Order Acknowledgement. If not otherwise stated in the Order Acknowledgement, all invoiced amounts shall be due upon receipt of the invoice. All prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and

charges of any kind imposed on any amounts payable by Buyer unless otherwise specified in the Order Acknowledgement. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Kaiser. If Kaiser requires a down payment in connection with any order of Equipment, Buyer shall pay such down payment to Kaiser upon Kaiser's issuance of the Order Acknowledgement to Buyer. Any down payment will be credited by Kaiser to the purchase price of the applicable Equipment upon delivery of the Equipment to Buyer at the Delivery Point. Except as specified in the applicable Order Acknowledgement, Buyer shall forfeit, and Kaiser shall have the right to retain Buyer's down payment upon Buyer's cancellation of the applicable Equipment order. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Kaiser for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms and Conditions or at law (which Kaiser does not waive by the exercise of any rights hereunder), Kaiser shall be entitled to suspend the delivery of any Equipment if Buyer fails to pay any amounts when due hereunder.

**FORCE MAJEURE.** If Kaiser shall be unable to perform hereunder by reason of the occurrence of any contingency beyond its control, or if such performance has been made commercially impracticable for any reason, performance shall be excused and Kaiser shall not be liable therefore. Contingencies beyond Kaiser's control include but are not limited to, acts of God, fires, floods, pandemics, epidemics, wars, civil commotion, sabotage, accidents, labor disputes or shortages, government laws, ordinances, rules, and regulations including, but not limited to, import or export prohibitions or limitations, priorities, requisitions, allocations and price control restrictions and inability to obtain material, equipment, or transportation. If such contingency or commercial impracticability results in curtailment or suspension of Kaiser's supply of equipment, deliveries may at Kaiser's option be cancelled or may be allocated among its customers as Kaiser may deem fair and reasonable.

**LIMITED WARRANTY; DISCLAIMER OF WARRANTY.** Equipment sold by Kaiser to Buyer is subject to the applicable Kaiser Premier Limited Warranty (the "Kaiser Warranty") delivered to Buyer or available on Kaiser Premier's Web site at [www.kaiserpremier.com](http://www.kaiserpremier.com). Buyer's sole and exclusive remedy for breach of warranty is limited to the terms and remedies set forth in the Kaiser Warranty. THE KAISER WARRANTY CONSTITUTES KAISER'S EXCLUSIVE OBLIGATION AND KAISER MAKES NO OTHER WARRANTY OF ANY KIND WITH RESPECT TO THE EQUIPMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. THE REMEDIES SET FORTH IN THE KAISER WARRANTY ARE THE SOLE REMEDIES AVAILABLE TO ANY PERSON OR ENTITY FOR BREACH OF WARRANTY OR FOR BREACH OF ANY OTHER COVENANT, DUTY, OR OBLIGATION ON THE PART OF KAISER. IT IS EXPRESSLY AGREED THAT THE KAISER WARRANTY DOES NOT FAIL OF ITS ESSENTIAL PURPOSE.

**THIRD-PARTY PRODUCTS.** Products manufactured by a third party ("Third Party Products") may constitute, contain, be contained in, incorporated into, attached to, or packaged together with, the Equipment. Third-Party Products are not covered by the Kaiser Warranty. For the avoidance of doubt, KAISER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING 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.

**LIMITATION OF LIABILITY.** KAISER SHALL HAVE NO LIABILITY FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR PENAL DAMAGES, WHETHER DAMAGES

ARISE OUT OF OR ARE AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT KAISER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL KAISER'S TOTAL LIABILITY HEREUNDER EXCEED THE PURCHASE PRICE OF THE EQUIPMENT WHICH GAVE RISE TO SUCH LIABILITY.

**TERMINATION FOR BREACH.** In addition to any remedies that may be provided in these Terms and Conditions or any related agreements or documents, Kaiser, at its option, may suspend or terminate these Terms and Conditions (including, without limitation, any obligation to deliver Equipment) with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under these Terms and Conditions; (ii) has not otherwise performed or complied with any of these terms of these Terms and Conditions, and such failure continues for five (5) days after receiving notice of such failure; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

**CONFIDENTIAL INFORMATION.** All non-public, confidential or proprietary information of Kaiser, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Kaiser to Buyer, 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," is confidential, solely for use in connection with the Equipment and may not be disclosed or copied unless authorized by Kaiser in writing. Kaiser shall be entitled to injunctive relief for any violation of this section. This section shall not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party who is not under any obligation of confidentiality to Kaiser.

**KAISER'S INTELLECTUAL PROPERTY.** Buyer acknowledges and agrees that any and all Kaiser's intellectual property rights (the "Rights") are the sole and exclusive property of Kaiser or its licensors, and Buyer shall use the Rights solely for purposes of using the Equipment and only in accordance with these Terms and Conditions. Buyer shall not (i) take any action that interferes with any of the Rights; (ii) challenge or misappropriate any right, title or interest of Kaiser in or to the Rights; (iii) make any claim or take any action adverse to Kaiser's ownership of the Rights; (iv) register or apply for registrations, anywhere in the world, for Kaiser's trademarks or that incorporates Kaiser's trademarks; or (v) alter, obscure or remove any Kaiser's trademarks, or trademark or copyright notices or any other proprietary rights notices placed on the Equipment, marketing materials or other materials that Kaiser may provide.

**INDEMNIFICATION.** Buyer shall indemnify, defend and hold harmless Kaiser and its officers, directors, managers, members, employees, agents, affiliates, successors and permitted assigns (collectively, the "Kaiser Indemnified Parties") against any and all damages including, without limitation, reasonable attorneys' fees, incurred by a Kaiser Indemnified Party, relating to/arising out of or resulting from any claim of a third party occurring in connection with the Equipment (unless such claim is as a result of Kaiser's violation of the Kaiser Warranty), or Buyer's gross negligence, willful misconduct or breach of these Terms and Conditions.

**LAWS; REGULATIONS.** Buyer shall comply with all applicable laws, regulations and ordinances and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to use the Equipment. Buyer shall comply with all export and import laws of all countries involved in the sale of the Equipment under these Terms and Conditions or any resale of the Equipment by Buyer. Buyer assumes all responsibility for shipments of Equipment requiring any government export or import clearance.

**MISCELLANEOUS.** Buyer may not assign or delegate any of its rights or obligations under these Terms and Conditions without the prior written consent of Kaiser. The relationship between the

parties is that of independent contractors. Kaiser's failure to enforce any provision of these Terms and Conditions will not be construed as a waiver of such provision nor affect the validity of these Terms and Conditions or Kaiser's right to enforce any provision thereafter. Each provision of these Terms and Conditions is severable and if any provision will be finally determined to be invalid, illegal, or unenforceable in any jurisdiction, the remaining provisions will not be affected thereby. No amendment, waiver, modification of these Terms and Conditions shall be valid unless in writing signed by both parties; provided, however, Kaiser may modify these Terms and Conditions for future orders of Equipment upon notice to Buyer or may provide new or additional terms and conditions in connection with such future orders. Kaiser's rights under these Terms and Conditions are in addition to, and not in lieu of, any other remedies available under the Uniform Commercial Code, at law or in equity. These Terms and Conditions are governed by and subject to the laws of the state of Colorado without regard to conflict of law principles. The District Court of the City and County of Denver, State of Colorado, shall have exclusive jurisdiction and shall be the exclusive venue for any and all controversies and claims arising out of or relating to these Terms and Conditions.