

Please return contract to your Sales Manager or mail to: BlueTriton Brands, Inc.
Attn: Richard Cardenas
Address: 13109 S Budlong Ave
City: Gardena, CA 90247
Email: richard.cardenas@waters.nestle.com

ReadyRefresh® Sales and Service Agreement

This Sales and Service Agreement (the “Agreement”) is entered into on the Effective Date (as defined below) by and between Customer (as defined below) and BlueTriton Brands, Inc., a Delaware corporation with its principal place of business at 900 Long Ridge Road, Bldg. 2, Stamford, CT 06902-1138 (“BlueTriton”).

Customer: City of Carson

Location: 701 E CARSON ST. CARSON, CA. 90745 and all locations as requested.

Point of Contact: Sander Huang

Effective Date: August 1, 2021

Expiration Date: July 30, 2024

Payment Terms: Net 30

Created		UDG List Price		
June 29, 2021				
Product Code	Product-	Price Per Each Unit Per Month	# of Units	Total for 36 Months
488	BSS HOT & COLD ES2.O - TOUCHLESS DISPENSER (Only cold side is touchless; hot is standard push button)	19.99	37	\$26,626.68
214	REVERSE OMOSIS UNDER THE COUNTER. (Will be combined with touchless dispenser above to provide reverse osmosis water). Combination of both equal \$34.99 quoted price.	15.00	37	\$19,980
	Late fee Exempt (Removed late fee charges within section 13.			
	Pressure Valve (Possible charges upon installation depending on water pressure results) – not included in Contract Sum	\$49.00		
	Preventative Maintenance every 18 months includes sanitization. Optional sanitization @ \$79.99 per dispenser)	No charge		No charge
Contract Sum:				\$46,606.68

READYREFRESH® SALES AND SERVICE AGREEMENT

WHEREAS, BlueTriton manufactures and distributes certain bottled beverages, dispensers and certain other products; and

WHEREAS, Customer desires to become a customer of BlueTriton's ReadyRefresh® Home and Office delivery services.

ACCORDINGLY, the parties agree as follows:

1. SCOPE: Customer will purchase BlueTriton's brands of beverages and other related products (the "Products") as described above, or as Customer may order from time to time. BlueTriton shall lease to Customer dispensers, coolers, filtration systems and other equipment (the "Equipment") as agreed above, or as Customer may order from time to time, as applicable.

2. TERM OF AGREEMENT: This Agreement shall begin on the Effective Date and expire on the Expiration Date listed above (the "Initial Term"). BlueTriton and Customer may terminate this Agreement at any time without cause for any reason whatsoever. Prior to the end of the Initial Term, or any extended term, either party may give a minimum of thirty (30) days' written notice of non-renewal. If no such notice is given, following the Initial Term, this Agreement will continue on a month to month basis until terminated by either party with thirty (30) days' advance written notice.

3. REPRESENTATIONS AND WARRANTIES: Each party hereby represents and warrants to the other that (i) it has the power and authority to enter into this Agreement and to grant the rights granted to the other party hereunder; (ii) this Agreement constitutes a legal and binding obligation on such party and is enforceable in accordance with its terms; (iii) this Agreement is not in conflict with, and will not cause an event of default under, any other agreement to which such party is a party; and (iv) it shall comply with all federal, state and local laws, statutes, regulations and ordinances affecting or relating to its respective activities under this Agreement.

4. INTENTIONALLY OMITTED.

5. EQUIPMENT RENTAL: If Customer requests, BlueTriton will lease to Customer, and Customer will pay to BlueTriton lease payments for the Equipment. Customer acknowledges that this is a true lease, and Customer has no equity or ownership rights in the Equipment. BlueTriton will install the Equipment, as applicable, at Customer's address provided by Customer to BlueTriton. **If Customer's negligence, abuse or misuse causes damage requiring repair or replacement, Customer will pay BlueTriton all such costs on demand.** The Equipment is, and will at all times be, BlueTriton's sole and exclusive property, and Customer will have no right, title or interest except as provided in this Agreement. Customer can purchase the Equipment only if Customer and BlueTriton agree in writing and Customer

assumes responsibility for all repair or replacement costs, unless specified in an applicable warranty, if any. Unless otherwise agreed to in writing by the Parties, if Customer wishes to exchange the Equipment for reasons not related to functional defects, Customer agrees to an additional \$89.99 replacement fee (the "Non-Defect Equipment Replacement Fee") for each piece of equipment that is exchanged. If, upon BlueTriton's inspection of the Equipment, it is determined that the Equipment is in working condition, then the Non-Defect Equipment Replacement Fee will be applied to Customer's account.

6. BLUETRITON'S POINT OF USE WATER FILTRATION EQUIPMENT INSTALLATION: If Customer is using BlueTriton's Point of Use Water Filtration Equipment (the "POU System"), then BlueTriton will provide standard installation of the POU System. This includes one hour of labor and the installation of the POU System (included within 25 feet of the water/drain source; beyond that distance the cost will be charged to Customer as per BlueTriton's established price list) and repairs to damage caused solely by BlueTriton's faulty installation or equipment failure of the POU System while it is in Customer's location; provided, however, that BlueTriton shall not be responsible for damages caused by Customer's negligence, willful misconduct or breach of this Agreement. Customer shall be responsible for providing approval for and preparing the location for the installation of the Equipment, including without limitation, drilling holes, connections to plumbing, access to the POU System for servicing and removal. Customer agrees that the POU System and related installation components remain the property of the BlueTriton and may be removed by BlueTriton upon the termination or expiration of this Agreement. Use of copper or other material specified by the Customer, or installations that require that BlueTriton contract with third party vendors, may result in additional installation or service fees. Any early termination of this Agreement by Customer will also result in a charge of \$150 for the installation and removal of the POU System. Customer may request that BlueTriton assist in maintaining the unit, at BlueTriton's established service pricing. This does not include external cleaning of unit. Non-scheduled or emergency service as well as any replacement parts will be billed in accordance with BlueTriton's established service pricing.

7. THIRD-PARTY VENDORS: BlueTriton may enter a third party relationship with a third party vendor which may service Customer on behalf of BlueTriton.

8. ADDITIONAL CLEANING SERVICE: As set forth on Exhibit A, attached hereto and made a part hereof, BlueTriton recommends that water dispenser(s) be professionally cleaned every three months. If Customer requests, BlueTriton or its third party vendors, will clean the Equipment at Customer's location at an agreed upon time and place and at a price determined by BlueTriton and accepted by Customer (the "Cleaning Service"). If Customer elects to have the Equipment

cleaned by BlueTriton, the Cleaning Fee set forth in Exhibit A shall be per unit cleaned per cleaning cycle.

9. INTENTIONALLY OMITTED.

10. USE OF LEASED EQUIPMENT, INCLUDED EQUIPMENT:

Customer will at all times operate and maintain the Equipment in a safe, sanitary and proper manner, including but not limited to cleaning the Equipment periodically. Customer will (i) not remove the Equipment from Customer's location without BlueTriton's prior written consent, (ii) not alter the Equipment in any manner, (iii) permit only BlueTriton or its third party vendors to repair the Equipment, (iv) notify BlueTriton immediately if the Equipment is stolen, lost, damaged or destroyed, and (v) keep the Equipment free and clear of, and promptly notify BlueTriton of, any levies, liens and encumbrances. Customer agrees and acknowledges that BlueTriton may enter Customer's premises at reasonable times to inspect and repair and clean the Equipment, with prior City consent.

11. DISPUTES AND SERVICES: (a) In the event Customer requires repair services or other similar requests, all such requests shall be made by calling the BlueTriton's customer service number, which shall be provided by the BlueTriton Account Manager. In such cases, all service requests will be handled within three business days. BlueTriton may, at its option, replace defective Equipment with a comparable reconditioned unit if it deems that repair is not feasible on location. (b) In the event that the Customer is dissatisfied with the servicing of the Equipment, the Customer agrees to attempt a resolution with the BlueTriton's Customer Service Department. If the dispute is not resolved, the Customer agrees to contact the BlueTriton Account Manager for further assistance. (c) If Customer thinks that any invoiced amount is incorrect, it shall follow the instructions listed on the back of its invoice, which include without limitation, submitting the dispute to BlueTriton's Customer Service Department by phone or in a written letter. All disputes must be submitted no later than forty-five (45) days after the date of the first bill on which the error or problem first appeared. Customer is obligated to promptly pay all undisputed fees, surcharges and deposits.

12. DEFAULT BY CUSTOMER; BLUETRITON'S REMEDIES:

Customer will be in default if: (a) it fails to pay any amount when due (subject to properly notifying BlueTriton of a bona fide dispute and provided BlueTriton first gives written notice to Customer and provides a reasonably opportunity to cure such default); (b) it fails to perform or violates any other term or condition of this Agreement and fails to cure or commence prosecution to cure, such violation within thirty (30) days after receiving written notice of the default; (c) it abandons or abuses the Equipment ; or (d) there is a voluntary or involuntary institution of a proceeding in bankruptcy against the Customer. Upon any default, BlueTriton will have the right to exercise any or all of the following cumulative remedies and any other rights or remedies it may have at law or in equity: (i) terminate this

Agreement without relieving Customer of its accrued and continuing obligations; (ii) declare immediately due and payable as liquidated damages and not as penalty, all outstanding charges plus the balance of the Equipment, if applicable; and (iii) repossess the Equipment (Customer hereby waives notice, legal process, or liability for trespass by BlueTriton or its agents); and/or, (iv) if the Equipment cannot be recovered by BlueTriton after commercially reasonable attempts or is damaged to the extent that the cost to repair it either equals or exceeds the cost to replace it, BlueTriton may declare the Equipment a total loss, and Customer will pay BlueTriton its replacement value. Customer will pay all accrued and outstanding obligations associated with Customer's default.

13. CHARGES, SURCHARGES, FEES AND DEPOSITS:

Customer will pay all charges for the Products, Equipment, and all applicable surcharges, taxes and fees.

14. DISCLAIMER OF WARRANTY:

BLUETRITON DOES NOT MANUFACTURE THE EQUIPMENT PROVIDED TO CUSTOMER, IF ANY, AND, UNLESS OTHERWISE SPECIFICALLY SET FORTH IN WRITING BY BLUETRITON, BLUETRITON HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS SUITABILITY OR FITNESS FOR ANY PURPOSE OR MERCHANTABILITY. CUSTOMER ACCEPTS THE EQUIPMENT "AS IS."

15. RISK OF LOSS; HOLD HARMLESS:

Customer assumes the risk of loss or damage to the Equipment in Customer's possession and will be responsible for all liability resulting from their use and operation. Customer will pay BlueTriton, upon demand, costs to repair or replace any lost, stolen, damaged or destroyed Equipment, as reasonably determined by BlueTriton; provided, however, that BlueTriton shall first furnish proof of cost to Customer. BlueTriton shall indemnify, defend and hold Customer harmless against any and all liabilities, losses, damages, costs and expenses of whatever kind (including reasonable attorneys' fees in actions brought by third parties) arising out of the gross negligence or willful misconduct of BlueTriton or otherwise in connection with this Agreement.

16. ASSIGNMENT:

Customer may not directly or indirectly transfer any of its rights under this Agreement and will not allow any third party to take possession of the Equipment without BlueTriton's prior written consent. Customer will keep the Equipment free and clear of levies, liens and encumbrances and will promptly notify BlueTriton of any third party seizure, levy, lien, or encumbrance with respect to the Equipment. BlueTriton may assign this Agreement, at any time, to any subsidiary or affiliate of BlueTriton or in connection with any sale, merger, transfer or other disposition of all or substantially all of BlueTriton's business or assets.

17. POST-AUDITS: Customer may only request a post-audit

during the one (1) year period commencing from the date of a disputed invoice. BlueTriton shall have at least sixty (60) days from the receipt of any post-audit request to investigate such request. All post-audit requests submitted by Customer must include documentation and other information to substantiate such claim and Customer shall provide such other materials and information as BlueTriton may reasonably request. Post-audit requests that do not meet the requirements of this Section may be considered unauthorized deductions by Customer and, in such event, Customer shall promptly pay to BlueTriton all amounts owed.

18. NOTICE: All notices required or permitted to be given hereunder shall be in writing and personally delivered or sent by United States registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at the addresses set forth above with a copy addressed to BlueTriton Brands, Inc., Attention: General Counsel, Legal Department, 900 Long Ridge Road, Building 2, Stamford, CT 06902 and to such other addresses as may be supplied in writing by one party to the other. Notice shall be deemed given when received as evidenced by the return receipt or the date such notice is first refused, if that is the case.

19. SEVERABILITY: If any provision of this Agreement is held invalid, the remainder of this Agreement will not be invalidated or affected.

20. ENTIRE AGREEMENT: This Agreement (including any and all exhibits and schedules hereto) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and undertakings of the parties with respect to the subject matter hereof. This Agreement may not be modified except by written instrument executed by both parties.

21. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. CONFIDENTIALITY: The terms of this Agreement as well as all information regarding the business operations, policies and practices of each party (the "Confidential Information") acquired or learned in connection with this Agreement shall be deemed confidential and shall be kept in strict confidence by the other party. The term Confidential Information, as used herein, does not include any information that (i) was lawfully in a party's possession prior to any disclosure by the other party or (ii) is or becomes generally available to the public other than as a result of disclosure in violation of this Agreement. Upon termination or expiration of this Agreement, any Confidential Information of either party held by the other party shall be returned to the disclosing party. Notwithstanding anything else to the contrary, this Agreement is subject to the California Public Records Act.

23. GOVERNING LAW; VENUE; JURISDICTION; ARBITRATION: This Agreement is governed by the substantive laws of the state of California, excluding its conflicts of law provisions. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AND BLUETRITON AGREE TO SUBMIT EXCLUSIVELY ANY CLAIM, CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATING TO PRODUCTS, LEASED EQUIPMENT, INCLUDED EQUIPMENT, THIS AGREEMENT OR ANY OTHER POLICIES OR OTHER TERMS INCORPORATED THEREIN (INCLUDING THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION, ENFORCEABILITY, VALIDITY, OR RIGHTS UNDER ANY OF THE FOREGOING) (EACH, A "DISPUTE") FOR RESOLUTION BY CONFIDENTIAL, INDIVIDUAL, BINDING ARBITRATION, EXCEPT THAT CUSTOMER MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF CUSTOMER'S CLAIMS QUALIFY. IN THE EVENT THAT ARBITRATION IS NOT PERMITTED BY APPLICABLE LAW: (I) THE PARTIES EXPRESSLY AGREE THAT ANY DISPUTE WILL BE BROUGHT AND HEARD SOLELY AND EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF COMPETENT JURISDICTION LOCATED IN CALIFORNIA. IN THE EVENT THAT ANY PROVISION OF THE AGREEMENT TO ARBITRATE IS HELD INVALID OR UNENFORCEABLE, ALL OTHER TERMS WITHIN THE AGREEMENT TO ARBITRATE SHALL REMAIN IN FULL FORCE AND EFFECT. To the extent Customer has in any manner violated or threatened to violate BlueTriton's intellectual property rights or disclose any of BlueTriton's Confidential Information, then, in addition to all of its other rights, BlueTriton may seek injunctive or other appropriate equitable relief in any state or federal court, and Customer consents to exclusive jurisdiction and venue in such courts.

24. FORCE MAJEURE: If either party is prevented from complying with any of the terms or provisions of this Agreement by reason of fire, flood, storm, strike, lockout or other labor trouble, riot, war, rebellion, accident or other acts of God, then upon written notice to the other party, the affected provisions and/or requirements of this Agreement shall be suspended during the period of such disability. If the disability continues for more than ten days, the non-disabled party shall have the right to terminate this Agreement, and neither party shall thereafter have any further rights or obligations hereunder provided that Customer shall provide BlueTriton payment for already delivered products or equipment.

25. NO WAIVER: Any failure by either party to enforce a provision of this Agreement does not waive that party's rights to enforce that provision on another occasion, unless the waiving party waives its rights for another occasion in a writing signed by the waiving party.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Sales and Service Agreement as of the Effective Date.

CUSTOMER:

CITY OF CARSON:

Print Name: _____

Title: _____

Signature: _____

Date: _____

Phone: _____

Fax: _____

ATTEST:

John W. Carroll, Sr., Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

BLUETRITON:

BLUETRITON BRANDS, INC.

Sales Manager: Richard Cardenas

Zone Sales Manager: Rob Griffith

Reference Number:

<i>For Internal Use</i>
Sales Person Name: Richard Cardenas
Email Address: richard.cardenas@waters.nestle.com

Exhibit A: Professional Bottled Water Dispenser Cleaning Service

ReadyRefresh recommends that you have your water dispenser(s) professionally cleaned every three months. ReadyRefresh Professional Cleaning Service is available in most geographies for customers with rented or customer-owned water dispensers. Check for availability in your area. Our dedicated ReadyRefresh Technicians use professional-grade cleansers and equipment to ensure that your water dispenser is thoroughly cleaned and properly dispenses our great-tasting bottled water.

- Professional Cleaning Service is convenient, reliable, and you can trust that your dispensed water is of high quality.
- We use specialized cleansers to service all parts that come in contact with water, including delicate internal parts.
- Just make an appointment that fits your schedule, and we'll take care of the rest.

Professional Water Dispenser Cleaning Service ("PCS") standard pricing:

PCS fee: \$79.99 per dispenser Code: #866

*Please note, customers not taking advantage of our Professional Cleaning Service are responsible for regular dispenser cleaning every three months.

Water dispenser self-cleaning steps:

Getting ready:

- Unplug the dispenser from its power outlet. Remove the empty water bottle from the dispenser.

Cleaning:

- Fill the reservoir with clean, boiled water. Let the water cool.
- Wearing rubber gloves, use a clean scrub brush or cleaning pad to gently clean the reservoir and baffle (the white plastic piece that sits in the reservoir).
- Drain the water in the dispenser completely by pressing down on the dispensing levers.
- Wipe the outside of the dispenser, including the faucets.
- Drain the reservoir completely.

Finishing up:

- Place a new full bottle of water on top of the dispenser unit.
 - Press down on the hot water lever until water flows freely from the faucet.
- Plug in the power cord and, in less than an hour, your hot and cold water will be ready to use.