

Customer agrees to perform maintenance and repairs of equipment as recommended by equipment manufacturer or mechanical contractor. If repairs to the system are required to permit the water treatment products to effectively protect Customer's equipment, Customer agrees to cause such repairs to be made at its expense. Customer agrees to inform ABM of modifications to the system or any design elements in the system such as dead legs that would affect the flow of water through the equipment.

The water treatment program for biological growth is for the purpose of reducing the risk of that growth causing damage to the equipment, or otherwise interfering with the operation of the system, and is not meant to protect against health risks from exposure to biological growth.

This contract does not include Legionella risk assessments or a Legionella risk management program. The only services provided are described in this agreement, and no services relating to Legionella Risk Management beyond normal minimization of biological fouling.

ABM has no responsibility for damages to the system or conditions such as scale or corrosion, which existed prior to the start of the water treatment program, or for damages due to customer's failure to properly operate, maintain or repair equipment. ABM is not responsible for damages due to Customer's failure to implement recommendations made by ABM. Neither party shall be liable for any consequential, indirect, or incidental losses of any type, including lost profits, loss of business, loss of use, or loss of data.

This agreement may be escalated up to 5% upon each agreement anniversary.

