

Name	Customer	Proposal#	Due/Bid Date
Cottage Grove, WI - SCADA Upgrades	Cottage Grove, WI	20230669	7/7/2023, 12:00 PM

Scope

L.W. Allen and its Altronex Control Systems division are pleased to provide a quotation for the following equipment and services

The Cottage Grove SCADA System is 18 years old and many of the PLCs and all of the telemetry radios in the system are obsolete and no longer serviceable. Altronex recommends replacing the existing PLCs with new CompactLogix Controllers and updating the system to the latest technology radios.

1. DPW "Master"

SCADA items, Total: \$32,696.00

1. Provide and install a new back panel including:
2. 5069-L3 CompactLogix PLC and necessary I/O (PLC shall be redeveloped to new standards, control strategy shall be the same)
3. Ethernet switch
4. UPS
5. Radio
6. DC power supply
7. Miscellaneous control relays and pilot devices
8. Also, see SCADA Hardware and Software near the end of this proposal for computer and InTouch upgrades suggested for this panel
9. Add a high-speed radio link to South Tower (reuse outdoor rated ethernet cable, there will no longer be a high-speed link "directly" to the South Main Lift Station as that site will now repeat through the South Tower as well)
10. Reuse the existing backup dialer
11. Remove the existing 900 MHZ Radio

2. Well No.2

SCADA items, Total: \$38,612.00

1. Provide a new NEMA 4X control panel including:
2. 5069-L3 CompactLogix PLC and necessary I/O (PLC shall be redeveloped to new standards, control strategy shall be the same except for the added functions listed below)
3. Ethernet switch
4. DC UPS
5. DC power supply
6. 7" Automation Direct Touch Screen
7. Miscellaneous control relays and pilot devices
8. Radio (new antenna and cable)
9. Provide Local Pressure Control (VFD speed command 4-20 mADC signal is existing, Speed Feedback 4-20 mADC signal is future)
10. Provide Chemical pacing logic 4-20 mADC, including new pump start/stop command from LCP (Removed from MCC)

Electrical work (not included)

1. Remove the old Control Panel
2. Antenna mast and antenna installation
3. Control Panel Installation (to be coordinated with Altronex)

3. Well No.3

SCADA items, Total: \$42,928.00

1. Provide a new NEMA 12 Control panel including:
2. 5069-L3 CompactLogix PLC and necessary I/O (PLC shall be redeveloped to new standards, control strategy shall be the same except for the added functions listed below)
3. Ethernet switch
4. DC UPS
5. 7" Automation Direct Touch Screen
6. Miscellaneous control relays and pilot devices
7. Radio
8. DC power supply
9. Provide Local Pressure Control (Add VFD speed command 4-20mADC signal and Speed Feedback 4-20 mADC signal)
10. Provide Chemical pacing logic 4-20 mADC, including new pump start/stop command from LCP (Removed from MCC)
11. Provide Flow indication from SCADA setpoint delivered from the flow meter and remove the flow switch from the control scheme (Flow switch removed by others)
12. Remove Cla-Val control logic from MCC
13. Add a generator status monitoring and alarms
 1. Generator running
 2. Generator Failed
 3. Battery Charger Fail
 4. Low Fuel
 5. Fuel Tank Leak
 6. E-Stop Activated
 7. ATS in Normal Position
 8. ATS in Emergency Position
14. Provide an 8" Badger Magnetic Flow Meter to replace the existing Propeller Flow Meter.

L.W. Allen Mechanical items, Total: \$21,450.00

1. Install One (1) 8" Mag Meter (Furnished by Altronex) and Furnish and Install One (1) Spool. Includes all fittings necessary to install these components
2. Furnish and Install One (1) Swing Check Valve, Ductile Iron Body & Disc, 150# Flanged, Stainless Steel Shaft & Body Seat, BUNAN Disc Seat, with Air Cushion Cylinder. Includes all fittings necessary to install these components

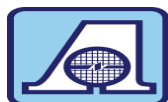
Electrical work **(not included)**

1. Mag meter transmitter installation
2. MCC modifications to connect with the new Generator and ATS (Altronex will update MCC drawings as part of this project)
3. Remove the old Control Panel
4. Control Panel Installation (to be coordinated with Altronex)

4. Well No.4

SCADA items, Total: \$45,556.00

1. Provide and install a new NEMA 12 Control panel including:
2. 5069-L3 CompactLogix PLC and necessary I/O (PLC shall be redeveloped to new standards, control strategy shall be the same except for the added functions listed below)
3. Ethernet switch
4. DC UPS
5. 7" Automation Direct Touch Screen
6. Miscellaneous control relays and pilot devices
7. Radio
8. DC power supply



9. Programming to add Booster Pump No.2 (Alternation, lead/lag control, and add to SCADA)
10. Provide Local Pressure Control for the Well pump as well as the Booster Pumps (Add VFD speed command 4-20mADC signal and Speed Feedback 4-20 mADC signal)
11. Provide Chemical pacing logic 4-20 mADC, including new pump start/stop command from LCP (Removed from MCC)
12. Provide Flow indication from SCADA setpoint delivered from the flow meter and remove the flow switch from the control scheme (Flow switch removed by others)
13. Provide a 10" Badger Magnetic Flow Meter to replace the existing Propeller Flow Meter.

Well No.4 MCC Items, Total: \$73,267.00

1. Replace Well No.4 soft start MCC section with a new VFD section, Remove Cla-Val control logic.
2. Add an MCC section with VFDs for the booster pumps **1 and 2.**

L.W. Allen Mechanical items, Total: \$142,357.00

1. Well 4: Install One (1) 10" Mag Meter (Furnished by Altronex) and Furnish and Install One (1) Spool. Includes all fittings necessary to install these components.
2. Well 4: Removal of existing Size 10" Cla-Val
3. Well 4: Furnish and Install One (1) 10" Swing Check Valve, Ductile Iron Body & Disc, 150# Flanged, Stainless Steel Shaft & Body Seat, BUNAN Disc Seat, with Air Cushion Cylinder. Includes all fittings necessary to install these components
4. Booster 1: Removal of existing Size 6" Cla-Val
5. Booster 1: Furnish and Install One (1) 6" Swing Check Valve, Ductile Iron Body & Disc, 150# Flanged, Stainless Steel Shaft & Body Seat, BUNAN Disc Seat, with Air Cushion Cylinder. Includes all fittings necessary to install these components
6. Booster 2: Furnish and Install One Deming Booster pump and motor to match the existing unit.
7. Booster 2: Includes Size 6" Check Valve.
8. Booster 2: Install 304 sch 10 SS suction and discharge piping,
9. Booster 2: Includes new SS header pipes to replace existing DI spool pieces
10. Booster 2: Install (2) new 6" AVK gate valves
11. Booster 2: Includes new SS hardware and gaskets
12. Booster 2: Includes new SS pipe supports

Electrical Work (not included)

1. Remove the old Soft Start MCC section
2. Install and wire the two new MCC sections
3. Remove the old booster pump starter panel
4. Remove the old Control Panel
5. Mag meter transmitter installation and wiring
6. Control Panel Installation (to be coordinated with Altronex)

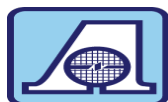
5. North Reservoir-Standpipe Tower Panel, Total: \$17,010.00

1. Modify the existing control panel
2. 5069-L3 CompactLogix PLC and necessary I/O (PLC shall be redeveloped to new standards, control strategy shall be the same)
3. Ethernet switch
4. DC UPS
5. DC power supply,

6. North Reservoir-Standpipe Radio Repeater Panel, Total: \$4,886.00

1. Replace (2) radios

7. South Tower Radio Repeater Panel, Total: \$6,104.00



1. Replace (1) radio
2. Install (1) High-Speed Radio for communication with DPW, South Main, and Vilas L/S Mounted at 60' By Altronex

8. High Zone Elevated Tower Panel, Total \$2,491.00

1. Replace (1) radio

9. Westlawn Estates PRV Station No.1 Control Panel, Total: \$2,491.00

1. Replace (1) radio

10. Business Park Lift Station Control Panel, Total: \$27,710.00

1. Modify the existing control panel
2. 5069-L306 CompactLogix PLC and necessary I/O (PLC shall be redeveloped to new standards, control strategy shall be changed to match Shady Grove Lift Station)
3. 7" Automation Direct Touch Screen
4. Ethernet switch
5. DC UPS
6. DC power supply
7. Miscellaneous control relays
8. Fix panel gasketing on the outer door
9. replace missing ETM

11. Vilas Road Lift Station Control Panel, Total: \$4,025.00

1. Replace (1) radio with a high-speed Radio link to South Tower (Similar to the existing South Main Lift Station)
2. Also, see SCADA Hardware and Software near the end of this proposal for computer and InTouch upgrades suggested for this panel
3. Leave the existing backup PLC in place

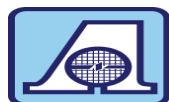
12. South Main Lift Station Control Panel, Total: \$634.00

1. Re-aim high-speed radio to point at the South Tower.
2. Also, see SCADA Hardware and Software near the end of this proposal for computer and InTouch upgrades suggested for this panel

13. Trillium Lift Station Control Panel (Formerly Arrow Wood Lift Station) control strategy is to match the Shady Grove Lift Station

SCADA items (Control Panel), Total: \$63,108.00

1. 240V single-phase 3W Service
2. Nema 3R stainless steel control panel rated 25KAIC
3. Panel condensation heater
4. Convenience receptacle
5. 120vac control and auxiliary breakers as needed
6. Main Breaker (Interlocked with Generator Breaker)
7. Generator Breaker (Interlocked with Main Breaker)
8. Reuse generator receptacle (salvage from existing manual transfer switch)
9. Two pump circuit breakers
10. Two VFDs sized for 10 HP three-phase pumps and phase conversion
11. Hand-Off-Auto selector switches
12. LED, push to test indicators: Run, Overload, Motor High Temperature, Seal Fail
13. Control relays and time delay relays as needed
14. 24VDC uninterruptable power supply
15. 5069-L3 CompactLogix PLC and necessary I/O
16. 7" Automation Direct Touch Screen
17. Radio, antenna cable, and antenna



18. Four wetwell float switches with one suspension kit and anchor
19. Submersible Pressure transducer and one suspension kit
20. Intrinsic safe circuit relays for submersible pressure transducer and float switches
21. Backup float control logic
22. Miscellaneous control relays and pilot devices
23. Alarm light
24. Alarm horn
25. Control panel UL label
26. Training
27. One-year warranty from startup

Mechanical items, Total: \$39,885.00

1. Furnish and Install Two (2) Hydromatic Model S4MVXP1000CC . 10 HP 3 phase, 230 Volt, 1750 RPM Solids Handling sewage pump. This pump will be equipped with dual tandem mechanical seals and a seal failure probe located between the seals. Pump Sealing Flange, Lifting Bracket are included.

Note- It is assumed that the base elbow guide rail system and all the required piping and valves are already installed at the lift station. These components are not included in this scope of supply.

Electrical Work (not included)

1. Remove the old lift station control panel
2. Pour a new concrete pad and Install the new lift station control panel and conduits
3. Antenna mast and antenna installation

14. Arrow Wood Green Lift Station RTU, Total: \$0.00

1. Will not be upgraded, the city will have this site removed from the SCADA
2. Equipment will be abandoned in place, no work will be done at this site.

15. Shadey Grove Lift Station Control Panel, Total: \$2,491.00

1. Replace (1) radio

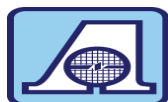
16. SCADA Hardware and Software, Total: \$72,120.00

The existing 4 SCADA computers are a mix of Windows 7 and 10, Windows 7 is out of support and Microsoft will discontinue support of Windows 10 starting October 14th, 2025, Altronex recommends the following.

DPW SCADA Workstation Computer:

1. Replace the computer with a new model Dell computer and the latest Microsoft operating system (Includes peripherals)
2. Replace the 4:3 resolution monitor with a new widescreen version and rescale the InTouch HMI graphics to fit the new widescreen (4:3 screens are no longer readily available)
3. AVEVA Intouch runtime license upgrade to the current version (formally Wonderware InTouch)
4. Replace Win911 with TopView Alarm Software (Altronex Control Systems no longer supports Win911)
5. VNC Server/Client network remote control software
6. Backup software for external hard drive
7. Cottage Grove is currently on the latest version of Hach Wims and Hach Job and they should convert over if we provide new computers today but if they are no longer the latest version at the time of installation please budget an additional \$16,300 to upgrade that software.
8. After the proposed upgrade all InTouch applications will be the same as they will utilize the high-speed radio link through the south tower so the PLCs can communicate directly with each SCADA PC.

DPW Master Telemetry Panel SCADA Computer Touchscreen:



1. Replace the computer with a new model Dell computer and the latest Microsoft operating system (Includes peripherals)
2. Replace the 4:3 resolution Touchscreen with a new widescreen version and rescale the InTouch HMI graphics to fit the new widescreen
3. AVEVA Intouch runtime license upgrade to the current version (formally Wonderware InTouch)

Vilas Road Lift Station Control Panel SCADA Computer Touchscreen:

1. Replace the computer with a new model Dell computer and the latest Microsoft operating system (Includes peripherals)
2. Replace the 4:3 resolution Touchscreen with a new widescreen version and rescale the InTouch HMI graphics to fit the new widescreen
3. AVEVA Intouch runtime license upgrade to the current version (formally Wonderware InTouch)

South Main Lift Station Control Panel SCADA Computer Touchscreen:

1. Replace the computer with a new model Dell computer and the latest Microsoft operating system (Includes peripherals)
2. Replace the 4:3 resolution Touchscreen with a new widescreen version and rescale the InTouch HMI graphics to fit the new widescreen
3. AVEVA Intouch runtime license upgrade to the current version (formally Wonderware InTouch)

Clarifications:

1. **If it is discovered during the project that any antennas or antenna cables cannot be reused it will be an additional charge to replace them.**
2. **Deduct (\$2,270.00) to remove local pressure control from Well No.2 scope**
3. **Deduct (\$2,270.00) to remove local pressure control from Well No.3 scope**
4. **Deduct (\$2,270.00) to remove local pressure control from Well No.4 scope**
5. **Deduct (\$2,890.00) to remove local pressure control from Well No.4 booster pump scope**

Proposed Invoicing Schedule:

Item	% of Contract
1. Release to Manufacturing (engineering complete)	30%
2. Shipment of Equipment (production and programming complete)	60%
3. Startup	10%
TOTAL	100%

Items specifically not included in this proposal

1. Sales or use tax
2. Liquidated Damages of any kind
3. Installation of equipment and job site labor other than as specified
4. Installation materials, brackets, wire, clamps, piping, junction boxes, etc., not specifically described in our material list
5. Performance, payment, or equipment bond of any kind
6. Permits or Bonding
7. Fiber optic cable, connectors, patch panels, termination and/or testing
8. Electrical testing services
9. Flow meter spare spools
10. Local control panels, unless specifically listed on this scope of work
11. Field Instrumentation, unless specifically listed on this scope of work
12. Altronex's sole obligation shall be the provision of those items specified within the "included" items listed above. The lack of an explicit exclusion does not imply inclusion



Proposal Amount \$ 639,821.00 USD
Freight Terms: FOB Origin, Freight Prepaid and Add

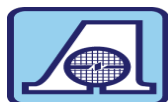
Respectfully submitted by,



Alan Clemens
Business Development Manager
alan.clemens@sjeinc.com
6082101471

Acceptance of Proposal (Purchase Order or Signature) – The preceding prices, specifications and attached terms and conditions of sale are satisfactory and hereby accepted. You are authorized to proceed.

Signature	Name Print/Type	Official Position	Date
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Standard Terms and Conditions

Controlling Provisions: The terms and conditions and supplemental exhibits contained herein (the "Terms and Conditions") shall supersede any provisions, terms, and conditions contained on any purchase order or other written form any direct buyer ("Buyer") may use or provide (whether received by S.J. Electro Systems, Inc. or any of its subsidiaries or affiliates (collectively, "SJE") prior or subsequent to the date hereof), and the rights of the parties shall be governed exclusively by the Terms and Conditions as described herein. SJE sells certain services, products, replacement parts and related software (collectively, the "Goods"). The purchase of the Goods is governed by the Terms and Conditions. Any communication by Buyer to SJE to purchase Goods will be treated by SJE as a request to purchase the Goods. The response, however communicated, will be understood by all parties as an agreement by SJE to sell to Buyer the requested Goods pursuant to the Terms and Conditions. **SJE specifically opposes any terms or conditions that are in addition to or different from the Terms and Conditions, unless specifically agreed to in each instance in writing by SJE.**

Quotations, Acceptance, and Agreements: Any quotation is a good faith estimate. To the extent that SJE has been provided by or on behalf of Buyer any specifications, description of operating conditions or other data and Information In connection with the selection or design of the Goods, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by SJE, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

Acceptance of a quotation, whether by a separate purchase order or by other means, shall constitute an acknowledgement and approval of the quotation as written and an acceptance of the Terms and Conditions. Written quotations which have not been finalized by a binding purchase order shall expire on the date specified in the quotation or, in the absence of such specification, thirty (30) calendar days from the date issued. SJE may revise or withdraw a quotation at any time prior to the finalization of a binding purchase order.

Per company policy, a separate written agreement signed by both parties or a purchase order accepted and acknowledged by SJE is required to form any legally binding agreement.

Intellectual Property: All devices, patents, designs (including drawings, plans and specifications), software existing or to be developed, estimates, prices, notes, memos, summaries, electronic data and other documents or information prepared or disclosed by SJE shall remain the sole intellectual property of SJE. Following acceptance and final payment, SJE shall grant to Buyer a non-transferable, non-exclusive license for use and sale of the Goods.

Credit Approval: The credit terms granted on each order are subject to SJE's continuing approval of Buyer's credit. SJE may withdraw the extension of credit and require modified payment terms if, in SJE's sole judgment, Buyer's credit or financial standing is impaired such that SJE in good faith deems payment insecure.

Prices and Taxes: All prices are FOB shipping point, unless otherwise stated or referenced in attached exhibits. All prices are subject to any commercially reasonable additions that may be necessary to cover any duties, taxes or charges. All prices are in U.S. Dollars. Prices may be subject to change without notice.

Shipping Policy: Shipping and handling charges cover the transportation of the Goods from SJE's warehouse to Buyer, unless otherwise specified. Standard shipping rates are assessed upon placement of order. SJE uses many methods of shipment including UPS shipping services but reserves the right to substitute carriers without notice. UPS next-day air, UPS second-day air, UPS three-day ground, UPS Express and UPS Expedited are services available to Buyer for expediting orders. Expedited orders will be shipped based on the method Buyer selects. These services may not be available for shipment into all countries.

While SJE will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by SJE, all shipping dates are approximate and not guaranteed. SJE reserves the right to make partial shipments. SJE, at its option, shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions and other required information. If the shipment of the Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse SJE for any and all storage costs and other additional expenses resulting therefrom. The actual shipping weights may vary.

Title, Risk of Loss, Inspection of Equipment: Title and risk of loss to the Goods shall pass to Buyer upon delivery of the Goods to the respective delivery carrier. Buyer shall immediately inspect the Goods upon receipt and any damage must be noted on the delivery carrier's bill of lading at time of receipt. SJE is not liable for any damages caused by shipping. SJE is not liable for any shortages or nonconformance unless notified by Buyer within two (2) business days of Buyer's receipt of the Goods.

Operations/Maintenance Manuals: Installation, maintenance and operation manuals will be furnished to Buyer in the number of copies specified at the time of quotation or order. Additional copies subject to charges as outlined in attached exhibits.

Installation and Use: Buyer will be solely responsible for the proper application, installation and service of the Goods. Installation instructions are supplied by SJE and must be followed.

Export/Import: Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including, but not limited to, those of the United States and the European Union, and the jurisdictions in which SJE and Buyer are established or from which Goods may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, or export Goods in violation of such applicable laws, regulations, orders or requirements.

Payment: Buyer shall pay SJE the full purchase price as set forth in the respective order between SJE and Buyer. Unless otherwise agreed to in writing between SJE and Buyer, freight, storage, insurance, taxes, duties, and any governmental charges relating to the Goods shall be paid by Buyer. If SJE is required to pay any such charges, Buyer shall immediately reimburse SJE upon notice from SJE of same. All payments are due within approved credit terms. Buyer may be charged the lower of 1.5% interest per month or the maximum legal rate on all amounts not received by the due date described therein.

Security Interest: SJE shall retain a security interest in the Goods until the full purchase price has been paid. Buyer's failure to pay any amounts due, including interest, shall give SJE the right to possession and removal of the Goods after providing ten (10) days written notice to Buyer. SJE's taking of such possession shall be without prejudice to any other remedies SJE may have.

Changes, Cancellations, Returns: Buyer may request changes or additions to the Goods consistent with SJE's specifications and criteria. In the event such changes or additions are accepted by SJE, SJE shall have the absolute right to revise the prices and dates of delivery, and to add charges for work and materials rendered unnecessary by such changes or additions. All changes, cancellations, or returns must have SJE prior written approval and subject to restocking fees and service charges. Authorized returns must be packaged and shipped prepaid to SJE.

Return Policy: SJE will only accept Goods returned within one (1) year from the date of manufacture, un-used, and current production models. Returned Material Authorization ("RMA") numbers must be assigned to any Goods Buyer wishes to return for credit. To obtain an RMA, Buyer must contact SJE's Service Center at 218-847-1317 or toll free at 888-342-5753. Buyer is responsible for payment of return shipping fees unless such returned Goods result from an SJE order processing error. Upon return, SJE shall reimburse Buyer for the return freight resulting from the return of Goods due to such SJE order processing error. In the event of any return in compliance with this paragraph, SJE will provide Buyer credit for the returned Goods and work to reship correct Goods to Buyer. SJE reserves the right to refuse acceptance of returned Goods after inspection. SJE will not accept returns for Goods that are custom-built for Buyer as such items cannot be resold by SJE; however, custom-built Goods remain subject to applicable warranty provisions in each case.

Notwithstanding the foregoing (and so long as the return is not due to an order processing error of SJE), a restocking fee shall be charged to Buyer for returned Goods as outlined in the attached Exhibits.

Force Majeure: SJE shall not be liable or responsible to Buyer, nor be deemed to have defaulted under or breached any agreement with Buyer, for any failure or delay in fulfilling or performing any term of any agreement with Buyer, when and to the extent such failure or delay is caused by or results (directly or indirectly) from acts beyond SJE's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of any subject agreement between SJE and Buyer; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial services; or (i) any other cause beyond the reasonable control of SJE.

Indemnification and Default: In addition to all other amounts due hereunder, Buyer shall reimburse SJE in full for all collection costs or charges, including reasonable attorney fees, which SJE may incur in the collection of any past due amounts from Buyer, including applicable interest on overdue accounts. If Buyer is in default under this or any other agreement with SJE, SJE may defer performance hereunder until such default is resolved. SJE shall have no obligation to provide factory startup assistance or factory training (when requested) until all invoices (including retentions) for equipment have been paid in full. Furthermore, SJE shall have no liability to Buyer to the extent Buyer damages, or any damages are suffered by, or claims are made against Buyer as a result of Buyer's negligence, willful misconduct, misrepresentation of any Goods, or failure to utilize the Goods properly.

Warranty and Liability: During the warranty period, Buyer's exclusive remedy will be either repair or replacement, at the sole discretion of SJE and subject to the Terms and Conditions of any component which proves to be defective due to defective materials or workmanship of SJE.

SJE DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND SJE SHALL NOT, IN ANY MATTER, BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, OR PENALTIES THAT RESULT FROM A BREACH OF CONTRACT, BREACH OF WARRANTY (EXPRESS OR IMPLIED), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. IN NO EVENT SHALL SJE'S LIABILITY TO BUYER OR ANY OTHER PARTY EXCEED THE LESSER OF (i) THE COST OF REMEDIATING ANY DEFECT OR DEFICIENCY IN THE PERFORMANCE OF SJE HEREUNDER OR (ii) THE PURCHASE PRICE OF THE GOODS IN RESPECT OF WHICH THE CLAIM IS MADE.

ANY ELECTRICAL WIRING AND SERVICING OF THE GOODS MUST BE PERFORMED BY A LICENSED ELECTRICIAN. WARRANTY CLAIMS FOR GOODS WHICH WERE AT ANY TIME WIRED OR SERVICED BY ANYONE OTHER THAN A LICENSED ELECTRICIAN SHALL NOT BE HONORED IN WHOLE OR PART BY SJE.

Furthermore, this warranty shall not apply to: (a) damage due to any weather-related or other conditions beyond the control of SJE; (b) defects or malfunctions resulting from the Goods not installed, operated, or maintained in accordance with instructions provided, applicable local codes, ordinances, or accepted trade practices; (c) failures resulting from abuse, misuse, accident, or negligence; or (d) Goods repaired and/or modified without prior written authorization from SJE.

Some states do not allow limitations on implied warranty duration, as such, this limitation may not apply to Buyer. Some states do not allow the exclusion or limitation of incidental or consequential damages, as such, these limitations or exclusions may not apply to Buyer. The above-described warranty gives Buyer specific legal rights, and Buyer may also have other rights which vary from state to state.

TO OBTAIN WARRANTY SERVICE: Buyer shall assume all responsibility and expense for removal, reinstallation, and freight associated with any warranty service. Any Goods to be repaired or replaced under this warranty must be returned to SJE, or such place as designated by SJE. Buyer can contact SJE Service Center at 218-847-1317 or toll free at 888-342-5753 for an RMA on any Goods being submitted for a warranty claim.

Applicable Law and Forum: Any disputes between Buyer and SJE shall be venued in Becker County District Court in the State of Minnesota. Buyer agrees to submit to such jurisdiction and agrees that the dispute shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule.

