

9123-115 Monroe Road
Charlotte, N.C. 28270
Tel: 704.845.1190
Fax: 704.845.1902
E-Mail: info@bhs-filtration.com
Website: www.bhs-filtration.com

BHS-Filtration Inc.
Solid-Liquid Separation,
Cake Washing & Drying
Technologies

BHS Belt Filter Rental Contract-2010
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- Machine:** Filter Type: BF 2.5/2.4 with 0.6m² of filter area
- Specifications:** Active width = 0.25 meters; active length = 2.4 meters
- Materials:** Vacuum trays: 316Ti SS or polypropylene
Vacuum tray inserts: 316Ti SS or polypropylene
Vacuum header (filtrate collecting pipe): 316Ti SS or polypropylene
Filtrate and vent valves: Hastelloy C with EPDM seals
Filter Media to be discussed (priced separately)
1 x slurry feed device, oscillating design
3 x cake wash, overflow distribution or spray nozzle system
3 x filtrate valves
1 x cake pressing device
Automatic pneumatic control system (6 barg air pressure required)
- Lease:** This is a week-to-week lease and not a sale. Title remains at all times with Lessor (BHS-Filtration Inc.).
- Weekly Rental:** \$ 1,650 / week * weeks 1- 4
\$ 1,750 / week * weeks 5-8
\$ 2,050 / week * weeks 9+
- Lease term begins when filter arrives onsite and ends when rental filter is received and accepted in good repair by Lessor. Client (Lessee) is required to give 5 days notice prior to shipment so Lessor can arrange to receive and inspect the unit. All payments are net 30 days. Late payments carry interest at 1% per month.
- * Vacuum Skid:** **Skid with vacuum pump, hoses, polypropylene separator tanks (3) and diaphragm pumps and the like is not included but can be provided at an additional rental fee of \$350 / week.**
NOTE: The vacuum requirements are approximately 300 m³/hour at 300 mbar absolute.
- Spare Parts:** Any spare parts required during the rental period will be ordered by the Lessee through BHS-Filtration. Costs for the spare parts will be the responsibility of the Lessee.

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- BHS Assistance:** Fees include the time only for one start-up visit (5 days); customer is responsible for all actual expenses; additional days and visits charged according to the BHS Service Conditions Rate Sheet for time and expenses.
- Validity:** Through calendar year 2010
- Rental Period:** To be agreed
- Dispatch:** All shipping expenses and risk of loss to/from Lessor's designated points are Lessee's sole responsibility.
- Terms:** BHS-Filtration Inc., "Terms and Conditions of Sales and Service"
- Cleaning Procedures:** To be provided by Lessee. The rental unit is to be cleaned with zero residual product. This would entail flushing the lines, valves, disposing of the filter cloth, etc. BHS will not accept equipment that contains residual product and would decline to have the truck unload the filter. All costs of the return shipment and other associated costs will be borne by the Lessee.
- Installation:** Equipment will be delivered to the client's site. Equipment may not be moved or encumbered by any lien. Client is responsible for installation and all process connections and piping.
- Use and Maintenance:** Lessee will use the Equipment only in accordance with Lessor's operating, maintenance and safety instructions and, at its expense, will keep the Equipment in good repair and working order, reasonable wear and tear excepted, replacing all parts as necessary only with spare parts purchased from Lessor. Lessor may inspect the Equipment during normal business hours.
- Warranty:** The Equipment is leased AS IS. Lessor does not extend any warranty, express or implied, including the implied warranties of title, fitness for a particular purpose and merchantability.

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Liability and

Indemnification: Lessor shall not be liable in damages to Lessee for any amount for any reason. Lessee shall indemnify and, at Lessor's request, defend Lessor against any and all liability and expense, including attorneys' fees, incurred as a result of any claim arising out of or related to Lessee's use of the Equipment.

Insurance and Risk: All risk of loss or damage is Lessee's responsibility. Lessee shall insure the Equipment against loss and liability for its Replacement Value and not less than \$225,000, respectively, and shall have Lessor named as loss payee/additional insured as appropriate.

Remedies on

Default: Lessor may enter on Lessee's premises and repossess the Equipment at any time in the event Lessee fails to observe any obligation hereunder in addition to any other remedy available.

Miscellaneous: Lessee may not assign or sublet this Agreement. This is the complete agreement between the parties. All disputes shall be governed by North Carolina and adjudicated exclusively in the North Carolina General Courts of Justice, Superior Court Division, Charlotte, NC and each party consents to its jurisdiction.

Agreed to by:

BHS-Filtration Inc.
Barry A. Perlmutter
Managing Director

Date:
