

Saucon Valley School District
Meeting of the Facilities Committee
District Office Conference Room
February 12, 2025 – 5:00 pm
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Welcome to the meeting of the Saucon Valley School Board Facilities Committee. Our objective is to serve the students, parents, and residents of our community. You are an important part of this meeting, and we look forward to your questions and comments. We are all here for the same reason. All opinions are welcomed and equally valuable. Our only request is that we address each other with civility and respect. Our courtesy toward each other is the best way to show our students how much we respect them as well.

The District reserves the right to move agenda items up to other committees as needed.

Committee Members: John Conte, Vivian Demko, Laurel Erickson-Parsons, Jay Santos

- I. Call to the Order** –*John Conte, Committee Chair*
- II. Pledge of Allegiance**
- III. Recording of Attendance** – *David Bonenberger, Committee Secretary*
- IV. Motion to Approve Agenda** –
- V. Approval of Minutes** – December 12, 2024
- VI. Courtesy of the Floor to Visitors – Agenda Items Only** - *Visitors should state their name and address.*
- VII. Update** – District Projects – James Deegan
- VIII. Discussion & Action** – Mobile Technology Graphics – HS Graduation Streaming
- IX. Discussion & Action** – Wenger Corporation – HS Graduation Stage
- X. Discussion & Action** – Center Stage – HS Graduation Backdrop
- XI. New Business** –
- XII. Old Business** –
- XIII. Courtesy of the Floor to Visitors** – *Visitors should state their name and address.*
- XIV. Future Meetings** – March 12, 2025 – District Office Conference Room
- XV. Motion to Adjourn**

A meeting of the Facilities Committee of the Board of Directors of the Saucon Valley School District was held on Wednesday, December 11, 2024, in the District Office Conference Room. Committee Members John Conte, Vivian Demko, Dr. Laurel Erickson-Parsons and Jay Santos were present. Also present were David Bonenberger - Committee Secretary; Jaime Vlasaty, Superintendent; and James Deegan, Director of Campus Operations.

I. Call to the Order – 5:19 pm – *John Conte, Committee Chair*

II. Pledge of Allegiance

III. Recording of Attendance – *David Bonenberger, Committee Secretary*
3-Present, 1-absent (Santos)

IV. Motion to Approve Agenda – Dr. Erickson-Parson, seconded by Mrs. Demko, moved to approve the agenda. Vote: 3-yes, 0-no, 1-absent (Santos)

V. Approval of Minutes – Dr. Erickson-Parsons, seconded by Mrs. Demko, moved to approve the November 13, 2024 minutes. Vote: 3-yes, 0-no 1-absent (Santos)

VI. Courtesy of the Floor to Visitors – Agenda Items Only – None

Mr. Santos arrived at 5:21 p.m.

VII. Discussion & Action: High School Training Room

Dr. Erickson-Parsons, seconded by Mrs. Demko, moved to send this item to the Board for approval. Vote: 4-yes, 0-no

VIII. Discussion & Action: High School Auditorium Water Infiltration Issue

Dr. Erickson-Parsons, seconded by Mrs. Demko, moved to send this item to the Board for approval. Vote: 4-yes, 0-no

Mrs. Demko left the meeting at 5:55 p.m.

X. New Business – Mr. Deegan discussed the need to replace the Boiler tube.

Dr. Erickson-Parsons, seconded by Mr. Santos, moved to approve sending this item to the Board for approval. Vote: 3-yes, 0-no 1-absent (Demko)

XI. Old Business – None

XII. Courtesy of the Floor to Visitors – None

XIII. Future Meetings – January 15, 2024

XIV. Motion to Adjourn – Mr. Conte adjourned the meeting at 6:10 pm

Event Information

Some information about your Event:

Event Name: Saucon Valley High School Graduation

Event Venue & Location: . Saucon Valley High School Stadium

Load-in Date: June 5th,2025

Rehearsal/Show Date(s): June 6th ,2025

Rain Date: June 7th,2025

Strike Date: Post event date

Event Specific Information:

How to use the pricing table below:

Check boxes on the left mean the item or section is Optional. A checkbox in the box indicates it is included in the final price. Pricing will automatically update when check boxes are checked/unchecked.

Quantities may be editable and can be increased by the up/down arrows to the right of the quantity number.

Description	Price	Qty	Sub total
VIDEO PRODUCTION			
<input checked="" type="checkbox"/> Panasonic HD Broadcast PTZ Camera Panasonic AW-HE40 Broadcast PTZ Camera 1/2.3-type MOS Sensor 30x Optical Zoom SDI Output / NDI upgradable.	\$375	3	\$1,125 \$95.625 Discount (%) -15
<input checked="" type="checkbox"/> Panasonic HD PTZ Camera Controller Panasonic AW-RP50 PTZ Camera Controller. Basic color functions, Iris/Contrast control. Full Pan, Tilt, Zoom control	\$175	1	\$175 \$148.75 Discount (%) -15
<input checked="" type="checkbox"/> Pipe & Base 10ft Pole with pipe base to mount cameras on from Front of House	\$75	1	\$75 \$60 Discount (%) -20
<input checked="" type="checkbox"/> PTZ Tripod Tripod to mount PTZ camera by side of stage to get angled view of graduates walking to get diploma/ audience camera shot.	\$25	1	\$25
<input type="checkbox"/> Panasonic 4k Broadcast PTZ Camera Panasonic 4k HDR Broadcast AW-UE150 PTZ Camera Supports SRT Protocol for 4K/60p video streaming 20x Optical Zoom + Optical Image Stabilization 75.1° horizontal viewing angle (widest in its class) Various 4K video interfaces (12G-SDI, HDMI, Optical Fiber, IP) with 4K/HD simultaneous video output **Requires PTZ controller	\$925	2	\$1,850 \$1,387.50 Discount (%) -25
<input type="checkbox"/> Panasonic 4k Camera Touchscreen Controller Panasonic 4k AW-RP150 Camera Touchscreen Controller. Color shading Full pan, tilt, zoom control.	\$425	1	\$425 \$318.75 Discount (%) -25

Description	Price	Qty	Sub total
Technical Director/Video Engineer Setups up production equipment and switches video. 10 hour call time. hours outside of 6am-midnight are OT. Non union. Priced per day (1x day for loadin/setup/rehearsal, 1x day for show)	\$725	2	\$1,450
Video playback Laptop Video playback Laptop. Macbook Pro loaded with ProPresenter or PVP3 playback software.	\$425	1	\$425 \$340 Discount (%) -20
PowerPoint Laptop For lower third names	\$325	1	\$325
Medium Video Flypack Mounted in flypack rack: 8input 1 m/e switcher - 4x HDMI, 4x SDI inputs. 17 inch broadcast monitor. Audio monitor speaker 1x Fiber in/out rattler 1x Program Video Disk Recorder	\$825	1	\$825 \$660 Discount (%) -20
Livestream Encoder Teradek Cube Livestream Encoder. Requires client to provide hardwired internet connection. MTG not responsible for transmission fail due to network firewall/filtering settings.	\$125	1	\$125 \$106.25 Discount (%) -15
Podium Mic	\$45	1	\$45 \$33.75 Discount (%) -25
wireless Microphone w/ stand	\$225	2	\$450 \$337.50

Description	Price	Qty	Sub total
<p>Audio services included in this proposal are for basic services only. Does not include a dedicated audio technician. . MTG will provide client with audio output switcher and client will use their internal stadium speakers for in-venue sound. .</p>			
<p>TOTAL (EXCLUDING APPLICABLE TAXES)</p>			<p>\$4,921.25</p>
<p>TOTAL SAVINGS</p>			<p>\$698.75</p>

This proposal total is: \$4,921.25

This proposal expires on May 6th, 2024.

50% deposit required to hold equipment.

Rental Agreement

Payment Policy

A minimum of a 50% deposit payment is required upon booking to hold equipment for your event (Purchase Order Numbers do not constitute a deposit) . The equipment is not secured for the event until deposit payment is received and cleared. The deposit payment may be made in the form of personal/business check, bank wire. Checks should be mailed to main office address located at the end of these terms. Bank wire information will be provided upon request.

The remaining balance is due the day of the event (including early load-in days) after setup & initial testing of the video displays are complete using either the client's content or Mobile Technology Graphics' content, whichever is available first. Balance payments will only be accepted in the form of certified bank checks or credit cards (Visa or Mastercard only). Mobile Technology Graphics reserves the right not to repower the equipment after initial testing until the remaining balance is received.

Client Cancellation

If the client decides to cancel for ANY REASON, including, but not limited to inclement weather, poor ticket sales, sponsor pull out, lack of permits, TV blackout, etc... Mobile Technology Graphics will be paid in full according to the terms set forth in this agreement.

If cancellation is within 7 days of the scheduled load-in date listed above in this proposal, Mobile Technology Graphics is paid 100% of the contracted amount. A 50% of the contracted price will be applied to a future event (minus any incurred expenses by the time of cancellation) with the event occurring within 1 year of the scheduled load-in date at the discretion of Mobile Technology Graphics. Between 7 and 30 days prior to the scheduled load-in date, the deposit is non-refundable and Mobile Technology Graphics retains 25% of the deposit with the remaining 25% to be used towards a future event at discretion of Mobile Technology Graphics on equipment scheduling. Cancellation prior to 30 days prior to the scheduled load-in date, the deposit amount is non-refundable and Mobile Technology Graphics will apply the deposit amount to a future event at the discretion of Mobile Technology Graphics on equipment scheduling within 1 year of the original scheduled load-in date.



Equipment Safety


If weather (high winds, electrical storms, etc.) or terrain prohibit the unit's safe use, while on an event site or in route to an event site, the decision to operate the Mobile Technology Graphics LED screen and any accompanying Mobile Technology Graphics equipment shall be at the sole discretion of the Mobile Technology Graphics. The client agrees not to hold Mobile Technology Graphics liable for non-performance due to weather or terrain. If Mobile Technology Graphics exercise its right not to setup/power up its equipment due to safety concerns while the equipment is already onsite or attempting to arrive at the event site, Mobile Technology Graphics will be paid in full.

Security

Client is responsible for providing the necessary security dedicated to the protection of the LED Truck, LED Trailer(s) and/or Modular LED Screen(s) during and outside of the event's normal operating hours. Any damage occurred to Mobile Technology Graphics' equipment while it is on event site is the responsibility of the client and will be billed accordingly back to the client.

Client Copyright Liability And Satellite Terms

Mobile Technology Graphics under no circumstances guarantees that specific Satellite programming feeds/signals/ shows/channels will be available at your event site. If such a feed is mission critical you are advised to contract with a third party satellite provider. If Satellite Receiver is utilized, Client is responsible for all Programming Fees, Public Performance Clearances & Programming Liability. Client warrants that it has the sole legal right to possession and use of all elements delivered to Mobile Technology Graphics. Client assumes all liability, under the copyright laws, and agrees to indemnify and hold Mobile Technology Graphics free and harmless of all suits, claims for damages and other liability and expense, which may arise either directly or indirectly or by reason of services performed by Mobile Technology Graphics for the Client.



System Warranty

Mobile Technology Graphics warrants that the LED screen shall perform in a reasonably acceptable manner. In the event of any breach of such warranty, Mobile Technology Graphics shall promptly correct the problem or shall refund to customer on a prorated basis applicable amount of the contract price or the period of the failure in service. The foregoing shall be customer's sole remedy for damages, and for any claim of any kind whatsoever regardless of legal theory, in the event of any breach of this warranty. Except for the foregoing warranty, Mobile Technology Graphics hereby disclaims and excludes all representations and warranties, express or implied, hereunder or in respect to the LED screens. Notwithstanding anything herein to the contrary, Mobile Technology Graphics shall in no event be liable to customer or to any other third party under any circumstances for any loss of profits or other incidental, indirect, consequential or special damages in connection with the LED screens or this Agreement.

Rights Of Ownership, Marketing Rights

Mobile Technology Graphics has the right to use selected excerpts of productions for its own promotional purposes and to represent its production capabilities unless the Client has notified Mobile Technology Graphics, in writing, that it may not. Mobile Technology Graphics retains all rights of ownership of any animation or results/scoring/ timing software developed under this agreement.

Power Sources

Mobile Technology Graphics shall not be responsible for charges related to acquiring, arranging or accessing house or generated power, including tie-in and any related house labor charges. Mobile Technology Graphics is responsible for distribution of power to Mobile Technology Graphics equipment only. (Unless otherwise noted in this agreement) A self-contained generator supplies power for the LED screen. If for any reason Client declines the use of generated power, outside power sources and associated charges will be the Client's responsibility.

Permits

Client is responsible for acquiring and paying for all permits, licenses, or fees for the right to have an LED screen at the designated location.

Client To Provide The Following:

- Mobile Technology Graphics personnel to receive proper event accreditation.
- A secure parking facility for MTG trucks while onsite for load-in, show and load-out.
- All Additional On-Site Expenses, In & Out Handling Charges, Weight Tickets, Union Labor, Customs, Import/Export Costs, Etc...will Be Paid For And Arranged by The Client Subject to The Terms And Conditions Set Forth By Each Venue.
- Event Critical Communications (radios, phone line, clear com, internet connections).

QUOTE VALID FOR 30 DAYS OR EXPIRATION DATE LISTED BELOW PRICING Equipment is subject to availability based on the time of deposit received.

This proposal outlines products and services offered in this proposal by

Mobile Technology Graphics in the total of \$4,921.25

Additional Comments/Notes by Saucon Valley School District :

Additional comments/notes can be entered here



SIGNATURE

Bob Frey

**Bob Frey,
Saucon Valley School District**

Mike Estojak, Mobile Technology Graphics

Wenger Corporation
 555 Park Drive
 Owatonna, MN 55060-4940
 United States



Phone: 507-455-4100
 Fax: 507-455-4258

Quote Number: 3347787

(24) 6pks of 24" Versalite Legs, (2) 2-step stairways and skirting

QUOTE

Date: 02/05/2025
 Page: 1 of 2
 Cust #: 00167064

<p>Quote To: Robert Frey Saucon Valley Sr High School 2100 Polk Valley Rd Hellertown PA 18055-2499 United States</p> <p>Phone: (610) 838-7001 Fax: 610-838-5594 E-Mail: robert.frey@svpanthers.org</p>	<p>Date: 2/5/2025 Expires: 3/7/2025 Reference: Terms: Net 30 Days Created By: Patty Kulla</p> <p>Salesperson: Nolan Sauerzopf Phone: E-Mail: Nolan.Sauerzopf@wengercorp.com</p>
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Quote Comments:

* Wenger Corporation is approved for COSTARS-034-E22-126. State contract pricing on this quotation includes a 5% product discount for COSTARS members. To take advantage of this pricing, indicate "COSTARS-34" on your purchase order.

Customer to check and verify all items before ordering.

Freight quoted is for a one-time shipment. As a result, once orders placed, delivery dates may change. Customer-requested split shipments will result in an additional freight charge.

Wenger Corporation expressly incorporates by reference all of the terms and conditions as specified at: (www.wengercorp.com/terms-and-conditions.php) and makes them part of this quotation.

Current estimated lead-time is 2-3 weeks plus transit, subject to change.

Assembly Required

** DRAPERY CANNOT BE CHANGED OR CANCELLED ONCE ORDERED. Please verify before ordering *** Drapery ships separately from the legs and stairway**

Line	PartNum/Description	Qty	Net Price	Ext. Price
1.00	133B030.14 Versalite Fixed Height Leg Set 24" 6-Pack	24 EA	\$142.50	\$3,420.00
2.00	281A100 StageTek 2-Step Stairway 16/24" With Rail	2 EA	\$656.45	\$1,312.90
4.00	011200270 Stage Skirting, Black, Wyndham, Accordion pleat, 96"L x 24"H (actual dimensions: 96"L x 23.0"H, 96" Velcro hook side included, DWG 011D702/Rev: 3	5 EA	\$145.94	\$729.71

USD

Wenger Corporation
555 Park Drive
Owatonna, MN 55060-4940
United States



Phone: 507-455-4100
Fax: 507-455-4258

Quote Number: 3347787

(24) 6pks of 24" Versalite Legs, (2) 2-step stairways and skirting

QUOTE

Date: 02/05/2025
Page: 2 of 2
Cust #: 00167064

z freight

3.00	Freight	1 EA	\$875.47	\$875.47
	Freight Services			

TAILGATE DELIVERY:

Freight reflected in this quotation is for common carrier shipment with tailgate delivery. Tailgate delivery will require your staff to unload the truck, move the product into the building and complete any assembly or installation.

DO YOU REQUIRE INSIDE DELIVERY, LIFTGATE DELIVERY, OR INSTALLATION SERVICES?

If you do not have a loading dock or staff available to unload the products from the common carrier trailer, then contact your Wenger sales representative to discuss these delivery methods and to find out the additional charges.

If you are a tax-exempt organization and quote includes tax, please send a copy of your tax-exempt certificate and we will remove the sales tax. Thank you.

Lines Total	\$6,338.08
Total Taxes	\$0.00
Quote Total	\$6,338.08



MUSIC EDUCATION AND PERFORMING ARTS

Owatonna Office: Phone 800.4WENGER (493-6437) Worldwide +1.507.455.4100 | Parts & Service 800.887.7145 | wengercorp.com | 555 Park Drive, PO Box 448 | Owatonna | MN 55060-0448

Syracuse Office: Phone 800.836.1885 Worldwide +1.315.451.3440 | jrclancy.com | 7041 Interstate Island Road | Syracuse | NY 13209-9713

ATHLETICS Phone 800.493.6437 | email gearboss@wengercorp.com | gearboss.com | 555 Park Drive, PO Box 448 | Owatonna | MN 55060-0448



Wenger Corporation Terms and Conditions (www.wengercorp.com/terms-and-conditions.php)

Controlling Provisions: These terms and conditions and supplemental exhibits contained herein (the "Terms and Conditions") govern the sale by WENGER CORPORATION ("WENGER CORP") and purchase by any direct buyer ("Buyer") of certain services, products, replacement parts and related software (collectively, the "Goods"). These Terms and Conditions comprise the entire agreement between the parties (collectively, the "Agreement") and supersede all prior or contemporaneous understandings, agreements, or representations, whether oral or written. These Terms and Conditions shall supersede any provisions, terms, and conditions contained on any purchase order or other written form Buyer may use or provide prior or subsequent to the date of the Agreement, unless otherwise specifically agreed to in writing by WENGER CORP. Fulfillment by WENGER CORP of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms and Conditions.

Quotations: Any quotation is a good faith estimate. 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 these 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, 30 calendar days from the date issued. WENGER CORP may revise or withdraw a quotation at any time prior to the finalization of a binding purchase order.

Shipping: While WENGER CORP will use commercially reasonable efforts to maintain the delivery date(s) acknowledged or quoted by WENGER CORP, all shipping dates are approximate and not guaranteed. WENGER CORP reserves the right to make partial shipments. WENGER CORP, 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. The actual shipping weights may vary.

A minimum of two weeks' advance notice is required when Buyer requests any delays in shipment, delivery, or installation beyond WENGER CORP'S acknowledged ship date. The costs of storage, rehandling, additional freight, and additional installation or labor costs will be billed to Buyer. If the Goods require storage, transfer to storage will be deemed as shipment to Buyer for all purposes, including but not limited to, invoicing and payment.

Title, Risk of Loss, Inspection of Goods: Title to the Goods and risk of loss for the Goods shall pass to Buyer upon WENGER CORP'S delivery of the Goods to the shipping point. 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. If Buyer arranges a delivery carrier, WENGER CORP shall not be held liable for any damages caused after WENGER CORP provides product to Buyer's delivery carrier. WENGER CORP is not liable for any shortages or nonconformance unless notified by Buyer within two business days of Buyer's receipt of the Goods.

Installation and Use: Buyer will be solely responsible for the proper application, installation, and service of the Goods. Installation instructions are supplied by WENGER CORP and must be followed. WENGER CORP may provide installation services upon request for an additional fee.

Buyer's Acts or Omissions: If WENGER CORP'S performance of its obligations under the Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, WENGER CORP shall not be deemed in breach of its obligations under the Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

Price; Payment Terms: All prices are FOB shipping point, unless otherwise stated or referenced. Prices may be subject to change without notice. Instruments and accessories displayed with Goods throughout WENGER CORP'S catalog shall be priced separately.

Buyer shall pay WENGER CORP the purchase price as set forth in the respective order between WENGER CORP and Buyer. All prices are in U.S. Dollars and are exclusive of all freight, storage, insurance, sales, use, and excise taxes, import taxes and duties, and any other similar charges of any kind imposed by any governmental authority. Unless otherwise agreed to in writing between WENGER CORP and Buyer, Buyer shall be responsible for all such charges, costs, and taxes. If WENGER CORP is required to pay any such charges, costs, and taxes, Buyer shall immediately reimburse WENGER CORP upon notice from WENGER CORP of same.

All payments are due within approved credit terms. The credit terms granted on each order are subject to WENGER CORP'S continuing approval of Buyer's credit. WENGER CORP may withdraw the extension of credit and require modified payment terms if, in WENGER CORP'S sole judgment, Buyer's credit or financial standing is impaired such that WENGER CORP in good faith deems payment insecure.

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Buyer shall make all payments in immediately available funds and in U.S. Dollars. Buyer may be charged the lower of 1.5% interest per month or the maximum legal rate, calculated daily and compounded monthly, on all amounts not received by the due date. Buyer shall reimburse WENGER CORP for all costs or charges, including reasonable attorneys' fees, incurred by WENGER CORP in the collection of any past due amounts from Buyer. In addition to any other remedies available under these Terms and Conditions or at law, WENGER CORP shall be entitled to defer performance hereunder until such default is resolved.

Changes and Cancellations: Buyer may request in writing changes or additions to the Goods consistent with WENGER CORP'S specifications and criteria. In the event such changes or additions are accepted by WENGER CORP, WENGER CORP 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. In the event Buyer requests the changes within 15 days of shipment, a 25% fee may apply.

Buyer may at any time cancel all or any part of the Goods by written notice to WENGER CORP. Upon termination, Buyer will pay WENGER CORP an amount equal to the sum of: (a) the price for that portion of the Goods furnished, accepted, and delivered prior to cancellation; plus (b) 25% of the cost of any non-custom Goods subject to the Agreement but not yet delivered; and (c) 100% of the cost of any custom Goods subject to the Agreement but not yet delivered; provided, however, that in no event will the amount paid by Buyer exceed the total purchase price under the Agreement, less any payments previously made.

Return Policy: WENGER CORP must approve in writing any and all returns and will only accept Goods returned within six months from the date of manufacture, un-used, and current production models. All authorized returns are subject to a minimum 20% restocking/rehandling fee. Buyer must obtain from WENGER CORP a Returned Material Authorization ("RMA") number for any Goods Buyer wishes to return for credit. Buyer is responsible for payment of return shipping fees unless such returned Goods result from a WENGER CORP order processing error. WENGER CORP will not accept returns for Goods that are custom-built or installed for Buyer, as such items cannot be resold by WENGER CORP.

Warranty and Disclaimer: The terms and conditions of WENGER CORP'S warranty with respect to the Goods is available at: https://www.wengercorp.com/Lit/Wenger_Product%20Warranty.pdf.

WENGER CORP MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS IS SPECIFICALLY SET FORTH IN THESE TERMS AND CONDITIONS. WENGER CORP EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitations of Liability. IN NO EVENT SHALL WENGER CORP BE RESPONSIBLE FOR ANY LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT, OTHER THAN DIRECT LOSSES ARISING SOLELY AS A RESULT OF WENGER CORP'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. ACCORDINGLY, IN NO EVENT SHALL WENGER CORP BE REQUIRED TO PAY OR BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES, OPPORTUNITY COSTS, LOSS OF USE, OR LOST PROFITS, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL WENGER CORP'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT PAID BY BUYER TO WENGER CORP FOR THE GOODS.

Compliance with Law: Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all licenses, permissions, authorizations, consents, and permits necessary to carry out its obligations under the Agreement. Buyer shall comply with all applicable import and export laws, regulations, orders, and requirements of all countries involved in the sale of the Goods; provided, however, that WENGER CORP shall obtain any applicable export approvals and pay any customs duties, taxes, and other fees as may be required by the U.S. government in connection therewith. Unless otherwise expressly agreed in writing by WENGER CORP, any and all customs, duties, taxes, and other fees in any form which may be charged or assessed with respect to the importation into any foreign country of any Goods or technical data related thereto shall be for the account of and paid for by Buyer. WENGER CORP may terminate the Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Goods.

Termination: In addition to any remedies that may be provided under these Terms and Conditions, WENGER CORP may terminate the Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under the Agreement; (b) has not otherwise performed or complied with any of these Terms and Conditions, in whole or in part; or (c) 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.

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Intellectual Property: All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "IP Rights") in and to the Goods (other than intellectual property provided by Buyer or a third party) shall be owned by WENGER CORP. Following Buyer's acceptance and final payment, WENGER CORP shall grant to Buyer a non-exclusive, non-transferable, non-sublicensable license to use the IP Rights solely to the extent necessary to enable Buyer to operate, maintain, and repair the Goods pursuant to the terms of the Agreement and any applicable end user agreement(s).

Confidential Information: All non-public, confidential or proprietary information of WENGER CORP, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by WENGER CORP 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" in connection with the Agreement, is confidential, solely for the use of performing the Agreement, and may not be disclosed or copied unless authorized in advance by WENGER CORP in writing. Upon WENGER CORP'S request, Buyer shall promptly return all documents and other materials received from WENGER CORP. WENGER CORP shall be entitled to injunctive relief for any violation of this paragraph. This paragraph does 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.

Force Majeure: WENGER CORP shall not be liable or responsible to Buyer, nor be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement, when and to the extent such failure or delay is caused by or results (directly or indirectly) from acts beyond WENGER CORP'S reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, explosion, or natural disasters; (c) war, invasion, hostilities (whether war is declared or not), cyber-attacks, sabotage, terrorist threats or acts, riot or other civil unrest; (d) foreign or domestic government order, law, or actions; (e) actions, embargoes or blockades in effect on or after the date of the Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) public health emergencies; (i) strikes, labor stoppages or slowdowns or other industrial services (provided WENGER CORP has exercised commercially reasonable efforts to avoid it); (j) failures of utilities or public services; (k) sub-supplier delays caused by any of the above provided the same are not caused or contributed to by the negligence or fault of WENGER CORP; or (l) any other cause beyond the reasonable control of WENGER CORP.

Applicable Law and Forum: Any disputes between Buyer and WENGER CORP shall be in the state and federal courts of Steele County, Minnesota or the county and state in which the project is located, as mutually agreed to in writing by the parties. 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 or the county and state in which the project is located, as mutually agreed to in writing by the parties, without giving effect to any choice or conflict of law provision or rule.

Miscellaneous: No amendment to the Agreement or waiver of the rights or obligations of either party shall be effective unless in writing signed by the parties. Any provision of the Agreement that by its express terms or by its nature is intended to survive the expiration or termination of the Agreement will survive any such expiration or termination, including, without limitation, paragraphs "Warranty and Disclaimer," "Limitations of Liability," "Compliance with Law," "Intellectual Property," "Confidential Information," "Applicable Law and Forum," and "Miscellaneous." If any provision of the Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of the Agreement will remain in full force and effect. Any provision of the Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. A party's failure to insist on compliance or enforcement of any provision in the Agreement will not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or any other provision in the Agreement. Unless otherwise set forth in the Agreement, the Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. The parties are independent contractors, and nothing in the Agreement or otherwise will be deemed or construed to create any other relationship, including one of employment, joint venture, or agency.

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