



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Waive the Formal Bid Procedure and Approve Purchase Order for a Lightnin Mixer Motor
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Presenter:	Chris Adesso
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Please check appropriate box:

	Government Operations	X	Government Services 05.23.16
	Planning & Development		City Council

Estimated Cost:	\$39,958.00	Budgeted:	YES	X	NO	
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Executive Summary:

The sludge storage tank located at the Main Waste Water Treatment Plant is designed to hold approximately 83,000 gallons of digested sludge and is a key component of the bio-solids processing that takes place at the main plant prior to entering the centrifuges. The mixer that “stirs” the sludge to keep odor at a minimum, and the consistency of the sludge at the appropriate viscosity is the original motor and gearbox from when the storage tank was constructed in 1974. Although this motor was rebuilt in 1991 when the digesters were constructed, it has been in service long past its useful life and is currently operating with the main gearing and high speed shaft bearings failing.

Because all of the associated mounting hardware, support structure and mixer assembly were designed and manufactured to work together as a complete system, only a Lightnin model product will seamlessly integrate into our supporting infrastructure. For this reason, staff has engaged the area Lightnin distributor (Mills-Winfield Engineering Sales, Inc.) and solicited a price to supply a replacement Lightnin motor that can be installed into our system without a retrofit of the supporting infrastructure.

The replacement of this motor will ensure the operations of the Main Waste Water Treatment Plant will be uninterrupted and we will be able to continue to process sludge as it is normally processed and in the same timeframe.

Attachments: *(please list)*

*Bid Waiver *Price Quotation

Recommendation / Suggested Action *(briefly explain):*

Recommendation to Waive the Formal Bid Procedure and approve Purchase Order for a Lightnin Mixer Motor in the amount of \$39,958.00.

For office use only

Agenda Item Number: 4.n

REQUEST FOR WAIVING BID PROCEDURE

We request the City Council to waive the bid procedure and accept the quotation (requiring two-thirds City Council vote) submitted by:

**Mills-Winfield Engineering Sales, Inc.
2002 Bloomingdale Road
Glendale Heights, IL 60139**

For the purchase of: Sludge Storage Tank Mixer Motor

At a cost not to exceed: \$39,958.00

Reason for the request to waive the bid procedure:

Because all of the associated mounting hardware, support structure and mixer assembly were designed and manufactured to work together as a complete system, only a Lightning model product will seamlessly integrate into our supporting infrastructure. For this reason, staff has engaged the area distributor and solicited a price to supply a replacement Lightning motor that can be installed into our system without a retrofit of the supporting infrastructure.

Other Quotations Received: None

Date: May 23, 2016

Requested by: _____

Department Director: _____

Purchasing Manager: _____

Committee Chairman: _____

THIS REQUEST FORM MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING COMMITTEE APPROVAL FOR WAIVING OF THE BID PROCEDURE. REQUESTS FORWARDED DIRECTLY TO THE CITY COUNCIL (AND BYPASSING COMMITTEE) MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING CITY COUNCIL APPROVAL. SUCH REQUESTS ARE TO BE OF AN EMERGENCY NATURE WHERE TIME IS OF THE ESSENCE.



AN SPX BRAND

MILLS-WINFIELD ENGINEERING SALES, INC.
2002 BLOOMINGDALE ROAD GLENDALE HEIGHTS, IL 60139
TEL: 630-924-1208 X119 FAX: 630-924-1380
fschultz@mills-winfield.com

4/15/2016

City of St Charles
2 East Main St
St Charles, IL. 60174
Attention: Matt Wilson
Subject: Replacement for Model 86Q15
Quote Number: 117774971

Matt Wilson,

Thank you for your continue interest in Lightnin Mixers. Currently the City of St Charles is preparing to replace their existing Lightnin Model 86Q15 with serial number 745534 from project number M437357. Listed below are to options for this waste water project. Note for both options, Lightnin would furnish on site a Lightnin Service Technician to assist with the installation of the 86 Size gearbox. With the above in mind, Lightnin quote the following.

Quantity one- (1) 86 exchange reducer with a low speed coupling to operating at 30 RPM. The gearbox is supplied with a 56.2 ratio. The gearbox would be supplied with a new upper and lower bearing member and new upper shaft.

Price Each Complete supplied in 6 weeks from receipt of an order \$46,736.00

Price Each Complete supplied in 10-12 weeks from receipt of an order \$39,958.00

Enclosing, I would again like to thank you for your continued interest in Lightnin mixer. After reviewing this proposal should you have additional question about this proposal, please feel free to contact me at your earliest convenience.

Sincerely,
Frank W. Schultz

Series 80 Mixers

HEAVY-DUTY MIXERS



A World Leader In Industrial Mixing Since 1923. Lightnin has 90 years of unrivaled experience in industrial mixing technology, process knowledge, and technological innovation. Lightnin enjoys a global reputation for durable, long-lasting mixers, agitators, aerators, and flocculators for fluid process systems. We offer a full spectrum of impeller designs for diverse applications. In addition, we offer a worldwide service network, mixer repair, gearbox repair, and replacement parts programs. Look to Lightnin for knowledge, technology and service excellence.

Based in Charlotte, North Carolina, SPX Corporation (NYSE: SPW) is a global Fortune 500 multi-industry manufacturing leader with over \$5 billion in annual revenue, operations in more than 35 countries and over 14,000 employees. The company's highly-specialized, engineered products and technologies are concentrated in Flow Technology and energy infrastructure. Many of SPX's innovative solutions are playing a role in helping to meet rising global demand for electricity and processed foods and beverages, particularly in emerging markets. The company's products include food processing systems for the food and beverage industry, critical Flow components for oil and gas processing, power transformers for utility companies, and cooling systems for power plants. For more information, please visit www.spx.com.

The Lightnin Shock Absorber - Series 80

Thousands of Lightnin Mixers with hollow quill drives have been placed in service since we first created the design in the late 1960's to protect the gear train from severe flexures of the shaft. The exclusive hollow quill became part of the Series 80 mixers at that time. Since, then, the design has written a singular record for isolating shaft flexures and assuring longer life in some of the toughest applications imaginable. Series 80 mixers are especially recommended for processes with high fluid forces on the impellers, and long impeller shaft applications. Gearing is the same as used in our Series 70 and 500 mixers. Altogether, there are tens of thousands of these drives at work every day around the world. It's our standard and the standard of the industry.

PRODUCT BENEFITS AND FEATURES

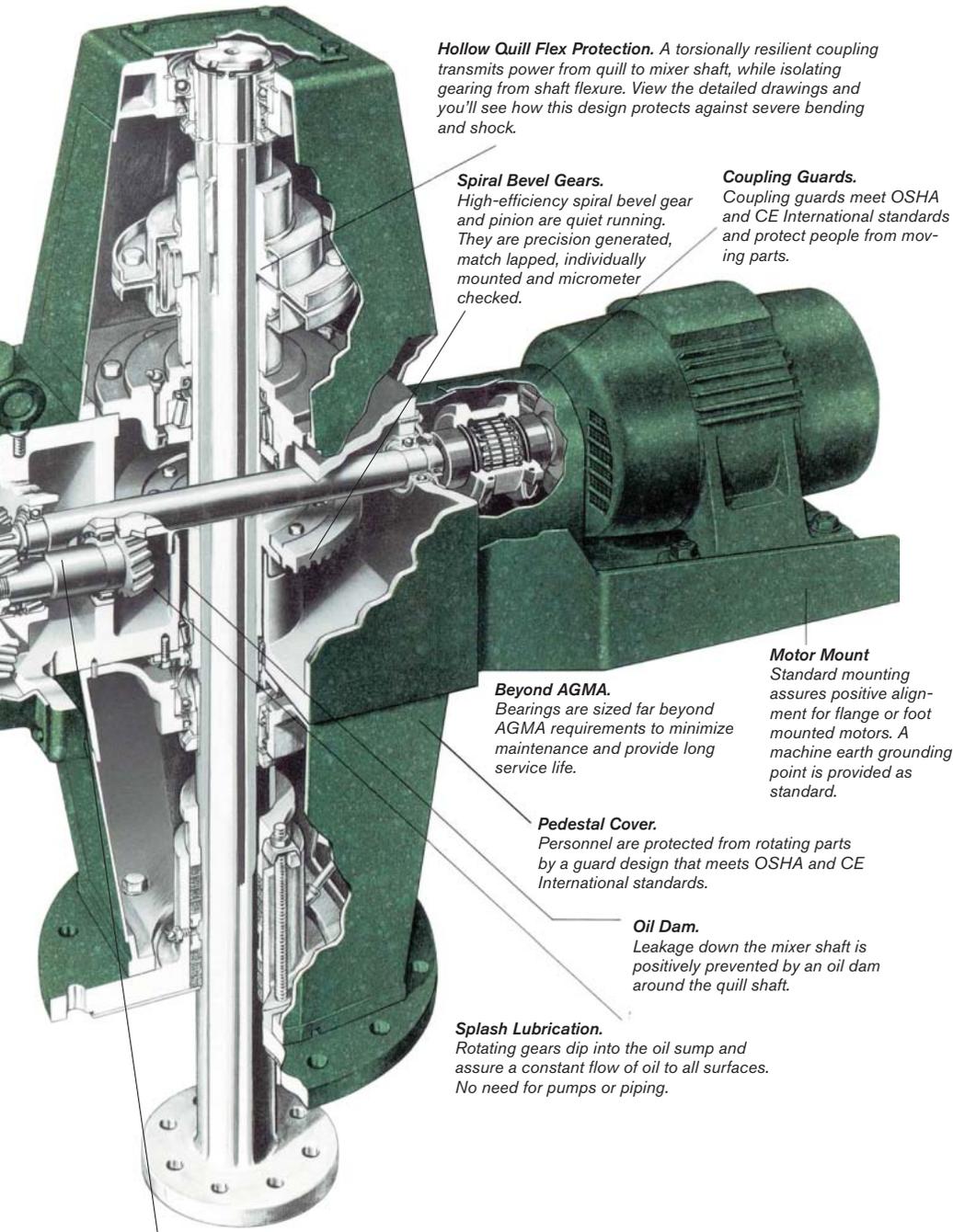
- **1 kW – 150 kW (1 - 200 HP):** Lightnin Series 80 mixers cover the range from 1 kW – 150 kW (1-200 hp). They are available in both double and triple reduction gearing, and come in a full range of standard AGMA speeds from 280 down to 16.5 rpm.
- **Full Spectrum of Impellers:** Series 80 mixers offer a full choice of impellers in order to optimize your process results. Included are the high-flow A310/A510, as well as other high performance and more traditional impellers, so we can match shear and flow to your process requirements exactly.
- **Guaranteed Performance:** Together, we decide what mixing should do to optimize your process. Then, we recommend the impeller, mixer speed, shaft length and other specifications. And we guarantee performance results.
- **Tested 100%:** We employ a non-load test run on every Series 80 before it is shipped.

Open Tank Models- Series 80 models for open tanks require minimum headroom to simplify installation.



Typical product applications

THEORY OF OPERATION:



Hollow Quill Flex Protection. A torsionally resilient coupling transmits power from quill to mixer shaft, while isolating gearing from shaft flexure. View the detailed drawings and you'll see how this design protects against severe bending and shock.

Spiral Bevel Gears. High-efficiency spiral bevel gear and pinion are quiet running. They are precision generated, match lapped, individually mounted and micrometer checked.

Coupling Guards. Coupling guards meet OSHA and CE International standards and protect people from moving parts.

Beyond AGMA. Bearings are sized far beyond AGMA requirements to minimize maintenance and provide long service life.

Pedestal Cover. Personnel are protected from rotating parts by a guard design that meets OSHA and CE International standards.

Oil Dam. Leakage down the mixer shaft is positively prevented by an oil dam around the quill shaft.

Splash Lubrication. Rotating gears dip into the oil sump and assure a constant flow of oil to all surfaces. No need for pumps or piping.

Change Gears. Easily replaceable, helical gears are standard, so speed changes are easily made to meet new process requirements. No special tools. No need to dismantle the mixer or remove it from the tank. Heavy wall pinions provide maximum protection against damage from accidental overloads.

Mechanical Seals. The replaceable cartridge design, a Lightnin original, is standard on Series 80 units. Light-weight. Easy to replace. No other design offers so much convenience. Integral stuffing box and open tank designs also available.

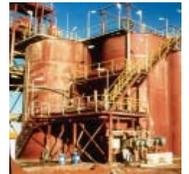
Series 80 Mixers are a highly efficient heavy-duty mixer, suitable for use in a wide range of applications.

We guarantee, 100%, that every mixer will do the job we say it will do. We guarantee the desired mixing result, and we give you a full mechanical guarantee.

Aeration



High Solids Concentration
Mineral Processing



Tall Tanks



Gassed Processes



SPX INDUSTRIAL PROCESSES

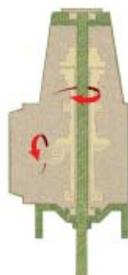
EXCLUSIVE HOLLOW QUILL CONSTRUCTION:



Hollow quill assembly with bevel gear is mounted in its own heavy-duty bearings.



Mixer shaft is supported independently. It is mounted in separate bearings that carry only the mixer shaft loads.



Mixer shaft is flexibly coupled to the quill. A torsionally resilient coupling transmits power from quill to mixer shaft, through a steel taper grid member that freely adjusts to shaft flexure.



Shaft flexure is isolated from gears. The drawing shows in exaggerated fashion how the mixer shaft can flex dramatically in the hollow quill with no effect on the drive, gearing is protected to add years of service.

Global locations

USA

SPX GLOBAL HEADQUARTERS

13515 Ballantyne Corporate Place
Charlotte, NC 28277
United States of America
+1 704 752 4400

APAC

SPX ASIA PACIFIC

2F, Treasury Building
1568 Hua Shan Road
Shanghai 20000523
Peoples Republic of China
+86 21 2208 5888

EMEA

SPX EUROPE

Ocean House
Towers Business Park
Wilmslow Road
Manchester, M20 2LY England
+44 (0) 161 2491170

SPX FLOW TECHNOLOGY

135 Mt. Read Blvd.
Rochester, NY 14611
P: (888) 649-2378 (MIX-BEST), US and Canada) or +1 (585) 436-5550
F: (585) 436-5589
E: lightnin@spx.com • www.lightninmixers.com

For other Sales locations click

www.lightninmixers.com/contacts/where-to-buy/
or use your SmartPhone and the QR Code



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Design features, materials of construction and dimensional data, as described in this bulletin, are provided for your information only and should not be relied upon unless confirmed in writing. Please contact your local sales representative for product availability in your region. For more information visit www.spx.com.

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ISSUED 01/2014 B-551

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SPXFLOW

STANDARD TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale ("Terms") shall govern all quotations, orders and contracts for the sale of goods and services of SPX FLOW to Buyer. These Terms supersede any prior written or oral agreement, understanding, representation or promise, and any pre-printed or standard terms and conditions contained in Buyer's request for quote, purchase order, invoice, order acknowledgement, contract or other similar document. These Terms may not be amended, supplemented, changed or modified except by concurrent or subsequent written agreement, signed by an authorized representative of SPX FLOW and Buyer. SPX FLOW's acknowledgment of Buyer's purchase order shall not constitute acceptance of any terms and conditions contained therein, regardless of how such terms and conditions may be prefaced or described.

1. DEFINITIONS: "SPX" means the SPX FLOW, Inc. entity named in the order which is providing the goods and/or services. "Buyer" means the company who accepted Seller's offer or is named in the order.

2. PRICES: Unless otherwise mutually agreed to in writing, prices are net, INCOTERM FCA carrier, SPX factory. Stenographic, clerical and mathematical errors are subject to correction. Prices are exclusive of expenses related to special packaging or procedures to cover unique circumstances of shipment or storage unless specifically noted. Until acceptance of order on these Terms, quoted prices are subject to change.

3. DELIVERY AND PERFORMANCE: All goods shall be shipped INCOTERM 2010 FCA (SPX facility), and title and risk of loss shall pass to Buyer when the goods depart SPX's facility. Dates for the furnishing of services and/or delivery or shipment of goods are approximate only and are subject to change, and SPX shall use commercially reasonable efforts to meet such dates; provided, however, that SPX shall not be liable in damages or otherwise, nor shall Buyer be relieved of its performance hereunder, because of SPX's failure to meet them. Additionally, SPX shall not be liable, directly or indirectly, for any delay in or failure to perform caused by carriers or suppliers, labor difficulties, shortages, strikes or stoppages of any sort; difficulty in obtaining materials, customer requested order changes; fires, floods, storms, accidents, or acts of God; any statute, sanction, injunction or other governmental restraint; or other causes beyond SPX's reasonable control. In the event of any such delay, the date of delivery shall be extended for a length of time at least equal to the period of the delay. All goods for which SPX does not receive notice of rejection for within seven (7) days after receipt, will be deemed accepted. If Buyer fails to perform any of its obligations under this Agreement, SPX shall be entitled to suspend its performance under the Agreement until such time as Buyer performs such obligations, and any dates for the delivery of goods or performance of services shall be extended for an amount of time determined in SPX's discretion. If Buyer does not take delivery of the goods within seven (7) days of notification that they are ready for delivery or SPX is unable to deliver the goods because Buyer has not provided appropriate instructions, licenses, authorizations or other documentation, SPX shall be entitled to place the goods in storage at Buyer's expense, and risk of loss in the goods, if it has not passed earlier, shall pass to Buyer. Delivery of the goods to storage shall constitute delivery to Buyer, and SPX shall become entitled to payment upon such delivery. All other rights and claims of SPX resulting from Buyer's delay shall remain unaffected.

4. SHORTAGE, DAMAGE, ERRORS IN SHIPMENT: SPX's responsibility ceases upon delivery to carrier. Buyer shall note receipt for goods that are not in accordance with bill of lading or express receipt and Buyer shall make claim against such carrier for any shortage, damage or discrepancy in the shipment per the ICC Code for Freight Claims promptly.

5. TAXES: SPX prices do not include sales, use, VAT, excise, occupation, processing, transportation or other similar taxes which we may be required to pay or collect with respect to any of the materials covered hereby under existing or future law. All taxes shall be paid by Buyer, or Buyer shall provide SPX with a tax exemption certificate acceptable to the appropriate taxing authorities. Buyer shall also assume and pay any import or export duties and taxes, with respect to the materials covered by the order, and shall hold harmless, indemnify, and reimburse SPX therefrom.

6. CREDIT AND PAYMENT: Unless otherwise noted on the face hereof, payment of goods shall be net thirty (30) days, in US dollars. Pro-rated payments shall become due with partial shipments. SPX retains all remedies for Buyer's insolvency including, but not limited to, the right to stop delivery, reclaim any goods delivered, or withhold delivery except for cash. Failure to pay invoices at maturity date, at SPX's election, makes all subsequent invoices immediately due and payable and SPX may withhold all subsequent deliveries until the full account is settled and SPX shall not, in such event, be liable for non-performance of contract in whole or in part. Buyer agrees to pay, without formal notice, one and one-half percent (1.5%) per month of the amount not paid when due, or, if such rate is in excess of applicable governing law, Buyer agrees to pay the maximum permitted rate. No deduction, whether by way of set-off, counterclaim or otherwise, shall be made by Buyer. If prerequisites for any payment (such as delivery, completion or formal acceptance) cannot be satisfied due to Buyer's breach, such payment shall nevertheless become due and payable at the time agreed to and SPX's further right to seek damages shall remain unaffected.

7. CANCELLATIONS AND CHANGES: In the event of Buyer's cancellation, Buyer shall be liable for a cancellation charge equal to the greater of (i) twenty-five percent (25%) of the purchase price and (ii) any loss or cost incurred by SPX, including, but not limited to, cost of materials, labor, engineering, reconditioning and a reasonable profit margin. Buyer is responsible for all reasonable storage, insurance, and all other expenses incurred by SPX as a result of Buyer's cancellations and/or changes. No changes to the specification or the order are accepted without the prior written consent of both parties. In the event Buyer requests a change, SPX will provide a quotation to Buyer within ten (10) days detailing the corresponding change in delivery, price, materials, and similar. SPX shall not be obligated to implement the requested change until the quotation is agreed by the parties.

8. LIMITED WARRANTY: Unless otherwise mutually agreed to in writing, (a) SPX goods, auxiliaries and parts thereof are warranted to the original purchaser against defective workmanship and material for a period of twelve (12) months from date of installation or eighteen (18) months from date of shipment from factory, whichever expires first, and (b) SPX services are warranted to Buyer to have been performed in a workmanlike manner for a period of ninety (90) days from the date of performance. If the goods or services do not conform to the warranty stated above, then as Buyer's sole remedy, SPX shall, at SPX's option, either repair or replace the defective goods or re-perform defective services. If Buyer makes a warranty claim to SPX and no actual defect is subsequently found, Buyer shall reimburse SPX for all reasonable costs which SPX incurs in connection with the alleged defect. Third party goods furnished by SPX will be repaired or replaced as Buyer's sole remedy, but only to the extent provided in and honored by the original manufacturer's warranty. Unless otherwise agreed to in writing, SPX shall not be liable for breach of warranty or otherwise in any manner whatsoever for: (i) normal wear and tear; (ii) corrosion, abrasion or erosion; (iii) any good or services which, following delivery or performance by SPX, has been subjected to accident, abuse, misapplication, improper repair, alteration, improper installation or maintenance, neglect, or excessive operating conditions; (iv) defects resulting from Buyer's specifications or designs or those of Buyer's contractors or subcontractors other than SPX; or (v) defects resulting from the manufacture, distribution, promotion or sale of Buyer's products, (vi) damage resulting from the combination, operation or use with equipment, products, hardware, software, firmware, systems or data not provided by SPX, if such damage or harm would have been avoided in the absence of such combination, operation or use; (vii) any labor, dismantling, re-installation, transportation or access costs, or other expense associated with the repair or replacement, or, (viii) Buyer's use of the product in any manner inconsistent with SPX's written materials regarding the use of such product.

THE WARRANTIES CONTAINED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES AVAILABLE TO BUYER AND SPX HEREBY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, THE FOREGOING REPAIR, REPLACEMENT AND REPERFORMANCE OBLIGATIONS STATE SPX'S ENTIRE AND EXCLUSIVE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM IN CONNECTION WITH THE SALE AND FURNISHING OF SERVICES, GOODS OR PARTS, THEIR

DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATIONS.

9. INTELLECTUAL PROPERTY: In the event of a successful infringement claim by a third party, at SPX's option, SPX shall either (i) modify the goods sold hereunder so that they perform comparable functions without infringement, (ii) obtain a royalty-free license for Buyer to continue using the infringing goods or (iii) refund to Buyer the then-depreciated fair market value of the infringing component. SPX shall have no obligation under this Article to the extent a claim is based upon (a) the combination, operation or use of the goods with equipment, products, hardware, software, systems or data that was not provided by SPX, if such infringement would have been avoided in the absence of such combination, operation or use, or (b) Buyer's use of the product in any manner inconsistent with SPX's written materials regarding the use of such product or (c) infringement resulting from Buyer's specifications or designs or those of Buyer's contractors or subcontractors other than SPX. This Section states SPX's entire liability and Buyer's exclusive remedy with respect to any actual or alleged infringement arising from the use of the goods or services sold hereunder or any part thereof and is subject to the other limitations contained in these Terms.

10. LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN: (A) IN NO EVENT SHALL SPX BE LIABLE FOR ANY EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (COLLECTIVELY DEFINED AS "CONSEQUENTIAL DAMAGES"), WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION, THIRD PARTY CHARGES AND COSTS, LOST PROFITS, PRODUCT, PRODUCTION, BUSINESS OR BUSINESS OPPORTUNITY, REGARDLESS OF THE CAUSE, INCLUDING WITHOUT LIMITATION, THE NEGLIGENCE ACTS OR OMISSIONS, BREACH OF CONTRACT, WARRANTY (EXPRESS OR IMPLIED) OR DUTY (STATUTORY OR OTHERWISE) OR STRICT LIABILITY OF SPX GROUP OR ANY OTHER THEORY OF LEGAL LIABILITY; AND (B) SPX'S AGGREGATE LIABILITY ARISING FROM OR IN CONNECTION WITH ALL ORDERS AND CONTRACTS FOR GOODS AND SERVICES UNDER THESE TERMS SHALL NOT EXCEED THE CONTRACT PRICE FOR THE GOODS AND/OR SERVICES FOR WHICH LIABILITY IS CLAIMED. ANY ACTION FOR BREACH OF CONTRACT BY BUYER MUST BE COMMENCED WITHIN 12 MONTHS AFTER THE DATE OF SALE. BUYER SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL AGREEMENTS MADE WITH THIRD PARTIES THAT ARE OUTSIDE THE SCOPE OF THESE TERMS AND WHICH ARE CONTRARY TO THE LIMITATIONS OF LIABILITY AND/OR WARRANTY INCLUDED HEREIN.

11. GOODS FOR EXPORT: Buyer acknowledges that the goods may be subject to export restrictions, and that Buyer will to comply with all such applicable laws and regulations. If the goods are intended for export, Buyer shall designate country of destination on its purchase order. In the event that Buyer purchases goods for export without so notifying SPX, SPX reserves the right to cancel the contract at no penalty or liability for breach in the event that SPX objects to the ultimate destination of the goods. Buyer will have sole liability and shall defend, indemnify and release SPX for any loss or damage (including without limitation, claims of governmental authorities) arising from the export or import of such goods, including, without limitation, those related to packaging, labeling, marking, warranty, contents, use, or documentation of the goods. Buyer has sole responsibility for obtaining any required export licenses. Buyer will not take, and will not solicit SPX to take, any action which would violate any anti-boycott or export or import statutes or regulations of the applicable governmental authorities and shall defend, indemnify, and reimburse SPX for any loss or damage arising out of or related to such actions. To the extent SPX is required to obtain an export license for any goods: (1) SPX obligation to fulfill an order with goods requiring such a license will be directly subject to the granting of the license; (2) SPX will use commercially reasonable effort to obtain such license; and, (3) Buyer shall make available all necessary information and documentation required for SPX to obtain such license.

12. PROPRIETARY INFORMATION: SPX shall retain title to all engineering and production prints, drawings, technical data, and other intellectual property, information and documents that relate to the goods or services sold to Buyer. All such information and documents disclosed or delivered by SPX to Buyer: (i) shall be deemed proprietary to SPX; (ii) shall not be disclosed to any third party for any reason without the express prior written consent of SPX; and (iii) shall be used by Buyer solely for the purpose of inspection, installation, and maintenance of the goods and services sold to Buyer under these Terms, and not for any other purpose.

13. APPLICABLE LAW; VENUE; ARBITRATION: The rights and duties of the parties shall be governed by the laws of the State of North Carolina, United States of America, excluding its conflicts law and choice of laws principles. This provision shall apply regardless of whether the goods and services were provided within North America. For sales of goods sold or to be delivered or services to be performed within North America, any action or proceeding with respect to this order shall be brought only in any state court in Mecklenburg County, North Carolina or the Federal courts of the Western District of North Carolina, United States of America, and Buyer and SPX submit to and accept generally and unconditionally the jurisdiction of those courts with respect to such party's person and property. Buyer and SPX hereby irrevocably waive any objection to the laying of venue of any such action or proceeding in the above-described courts. For sales of goods sold or to be delivered or services to be performed outside of North America, any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration administered by the International Chamber of Commerce International Court of Arbitration, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The venue for such proceedings shall be London, England.

14. RESALE: Buyer further agrees that upon resale of the goods, it will include in the contract for resale provisions which limit recoveries against SPX in accordance with these Terms. If Buyer fails to include such provisions in any such contract for resale, (a) SPX may reject Buyer's order related to such contract for resale, and (b) Buyer shall indemnify, defend and hold harmless SPX against any claim, liability, loss, cost, damage, or expense (including reasonable attorney's fees) arising out of or resulting from such failure.

15. NO OTHER CONTRACT PROVISIONS; OTHER: No dealer, broker, branch manager, agent, employee or representative of SPX has any power or authority except to take orders for SPX goods or services and to submit the same to SPX, at SPX's factory, for SPX's approval and acceptance on the terms herein or rejection. There are no representations, agreements, obligations, or conditions, expressed or implied, statutory or otherwise, relating to the subject matter hereof, other than herein contained herein. SPX shall refer to SPX and its affiliates. These Terms constitute a completely integrated agreement and cannot be modified unless modifications are accompanied by signed writing approved by SPX. If any provision hereof is invalid or not enforceable under applicable law, the remaining provisions shall remain in full force and effect. SPX reserves the right to transfer or assign its obligations, rights and responsibilities hereunder, so long as such successor or assign agrees to these Terms. Any assignment of Buyer's rights hereunder without SPX's consent (which shall not be unreasonably withheld) shall be void. SPX's failure to require Buyer's performance of any of these Terms shall not serve as a waiver of or diminish SPX's rights to require strict performance of these Terms.