



# SEEPEx

## PROPOSAL



**COMPANY:** CITY OF WATSONVILLE  
**ATTENTION:** RUBEN TELLEZ  
**FROM:** ANDREW JONES  
**QUOTE #:** DXP-24-1025-01  
**DATE:** October 25, 2024

Attachment 1  
Page 1 of 21

### ANAHEIM

1340 N. Jefferson St.  
Anaheim, CA 92807  
(866) 472-3959

### BAKERSFIELD

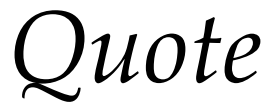
1122 Carrier Parkway Ave.  
Bakersfield, CA 93309  
(661) 322-9800

### RICHMOND

1130 Potrero Ave.  
Richmond, CA 94804  
(510) 236-5481

### SAN DIEGO

2525 Southport Way, Ste A  
National City, CA 91959  
(866) 472-3959



Date: 10/25/2024  
Quote #: **DXP-24-1025-01**  
Expiration: 30 Days

Salesperson	Job	Shipping Method	Shipping Terms	Delivery	Payment Terms	Due Date
AJONES		LTL	Prepaid	5-6 Weeks	30	
				Taxable	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Qty	UOM	Description	Unit Price		Line Total	
		Thickener Pump			\$ -	
1	EA	BN70-12S	\$ 73,545.00		\$ 73,545.00	
					\$ -	
		Primary Sludge/Digester Feed Pumps			\$ -	
7	EA	BN70-6LS	\$ 34,150.00		\$ 239,050.00	
					\$ -	
		Polymer Pump			\$ -	
1	EA	BN10-6L	\$ 16,950.00		\$ 16,950.00	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					Subtotal	\$329,545.00
					Tax	9.75%
Thank you for your business!					Total	\$361,675.64

**Thank you for your business!**

Item: 10  
Product group N  
Standard Pump

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CONVEYING CAPACITY  
**125 USGPM**

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PRESSURE  
**75 psi**

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SPEED  
**169 rpm**

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\* typical image, design may differ

SEEPEX Smart Conveying Technology, SCT, enables full maintenance in place with no pipe-work needing to be removed. The two-part stator and "plug-in" rotor reduces maintenance times adjustable stator means the service life of the pumping elements is extended.

## BN (SCT)

### YOUR ADVANTAGES

- Fast maintenance, easy handling during assembly/dismantling
- Up to 200% longer rotor and stator service life thanks to the integrated retensioning device
- Reduction of maintenance times by 85%
- High productivity thanks to short maintenance downtimes and significantly reduced life-cycle costs
- Smart Seal Housing enables fast maintenance of the mechanical seals and thereby saves even more time during maintenance work (optionally available)
- Very easy to maintain: Work on the two-part Smart Stator can be carried out by just one individual
- Low space requirement for all servicing work, so no space allowance for stator dismantling is required.
- Environmentally friendly, as elastomer and steel components are disposed of separately

10/25/2024

**Item 10****pump to handle thickened sludge**

qty.: 1

**Progressive cavity pump****BN 70-12S / A1-C1-L8-F0-GA****Application data**

Conveyed product	thickened sludge
Flowability	flowable
Viscosity	low viscosity (< 500 cP/mPas)
Solids content	2-5 %
Size of solids	≤ 2 mm
Density	unknown, 1 kg/dm³ assumed
Product temperature	32°F - 113°F
Product temperature (norm.)	113°F
pH value	5-9
Kind of operation	continuous
Operating hours	8 h/day
Location	indoor, dry atmosphere
Altitude of installation	up to 1000 m assumed
Surrounding temperature	normal (32-104 °F)

**Performance data**

	<b>Capacity</b>	<b>Pressure</b>	<b>Speed</b>
	125 USGPM	75 psi	169 rpm
Starting torque	597 lb.ft		
Req. operating power at pump shaft	11.7 HP		
Inlet pressure	flooded suction (up to 0,5bar)		

Tolerances according to SEEPEX standards.

**Materials and executions**

Installation	horizontal
Direction of rotation	counter clockwise (left)
Lantern - Design	with cover plates
Lantern - Material	EN-JL 1040 (gci-25)
Suction casing - Design	cleanouts on both sides
Suction casing - Material	EN-JL 1040 (gci-25)
Pressure branch - Design	standard
Pressure branch - Material	EN-JL 1040 (gci-25)
Position of branch	position 1
Suction connection	NPS 8, drilled acc. to ASME B 16.5, Class 150, RF
Pressure connection	NPS 6, drilled acc. to ASME B 16.5, Class 150, RF
Joint - Design	pin joint with joint sleeve, grease filled
Joint - Material	standard, holding bands 1.4401
Joint - Universal joint sleeve: material	NBR - Perbunan
Coupling rod - Design	standard
Coupling rod - Material	1.4021 / AISI 420
Rotor - Design	Smart Rotor-design
Rotor - Material	1.0503 (C45) / AISI 1045
Rotor - Coating	ductile chromium coating
Stator - Design	smart stator design
Stator - Material	NBR - Perbunan
Shaft sealing	mechanical seal
Code	GA - single acting mechanical seal
Shaft diameter	100 mm
Make	SEEPEX
Rotating/stationary seal face	SiC SiC
Elastomers	FPM
Spring	1.4571 / AISI 316Ti
Metal parts	1.4571 / AISI 316Ti

Type	GA Q1Q1 VGG
Casing - material	1.4408 / ASTM A351 grade CF8M
Casing - connection standard	NPT
Plug-in Shaft - Design	standard
Plug-in Shaft - Material	1.4021 / AISI 420
Bolting - Design	standard
Painting - Number of colors	single-colored standard
Painting - Painted components	complete combination
Painting - Color	Standard Enamel (SEEPEx Blue)
Painting - Surface protection	std. surface protection C2 (NDFT 95 µm)

**Drive**

Type	Gear & Motor
Make	Nord
Model	SK9042.1VF-250TC
Mounting position	B5
Mounting orientation	M4
Ratio (i)	10.21

**Norm**

Speed	170 rpm
Frequency	60 Hz

Make	WEG
Model	01518ET3E254TC-W22PREMIUM EFFICIENCY
Rated output	15 HP
Rated speed	1800 rpm
Mounting position	NEMA C-face/footed
Flange diameter	95
Shaft diameter	41
Starting	DOL (direct on line)
Efficiency class	premium efficiency
Terminal box position acc. to supplier	right
Cable entry position acc. to supplier	not specified

Voltage	3x 230/460 V
Frequency	60Hz
Enclosure	IP55
Thermal class	F

**Baseplate**

Design	baseplate for block pump, design with side feet
Material	steel, painted
GPU Type Code	B-ST-LS

**Packing**

Type of packing	skid (US)
Type of transport	truck
Quantity of pumps per position	1 pump

**Price composition****Optional: Dry running protection device (TSE)**

Design	standard design, complete - sensor sleeve fitted to the stator of the pump with integrated temperature sensor - connection head (IP55) - separate TSE control device suitable for mounting inside a control panel
Voltage	110-115 V / 50-60 Hz
Temperature coefficient	NTC

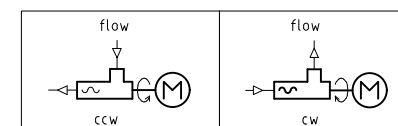
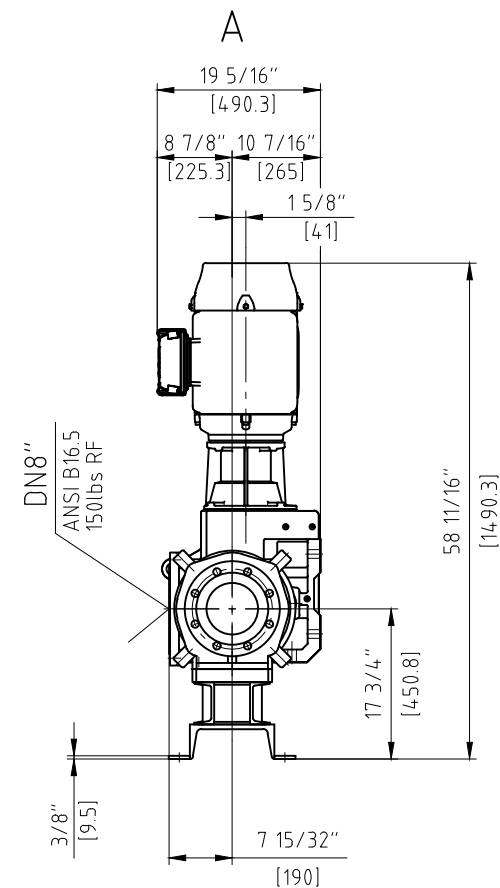
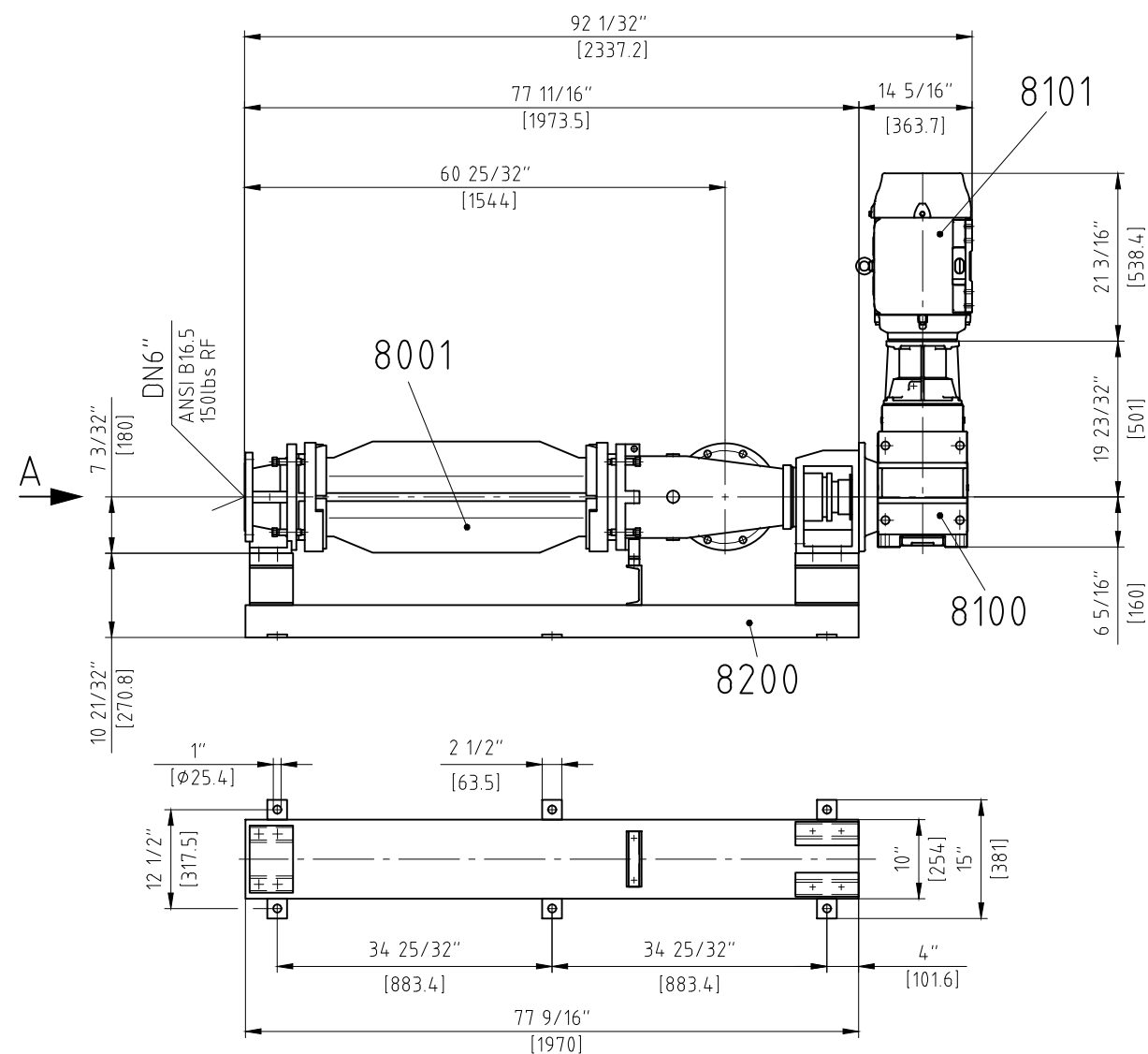
Material sensor sleeve  
Material connection head

1.4404 / AISI 316L  
aluminium

**Optional: Accessories**  
Design

Concentric Reducer  
Cast Iron 8" x 6" @ 150lb


not binding drawing for offer



dimensions in [...] are in millimeter

1		8200	baseplate: Var: 801-200/0700-F-			~190
1		8101	drive: WEG 01518ET3E254TC-W22			114
1		8100	gear: Nord SK9052.1F-250TC			226
1		8001	pump: BN 70-12S			450
Unit	Standard	Item	Denomination Drawing-Number	Material	Remark	Weight kg

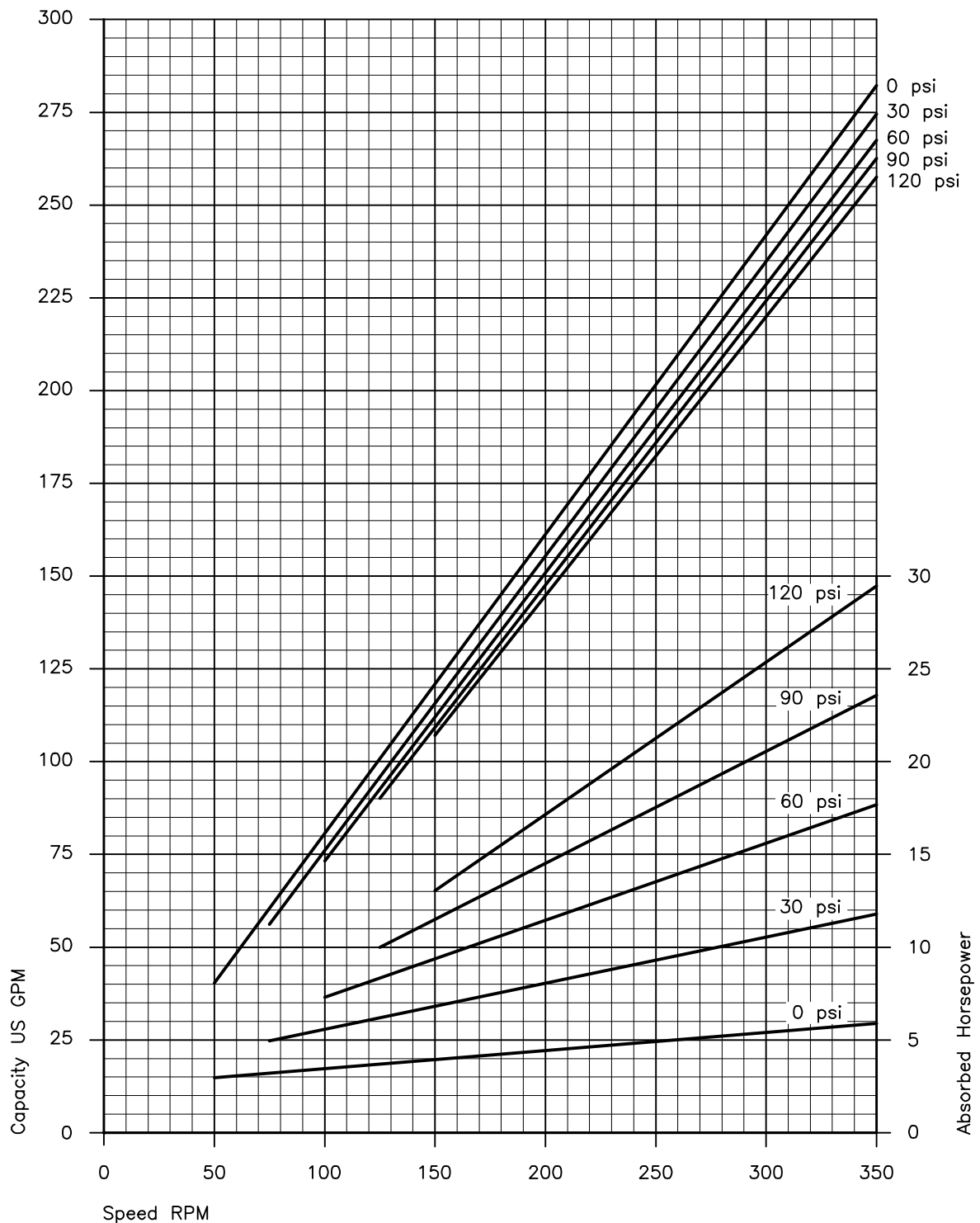
**SEEPEX.**  
**ALL THINGS FLOW**

General tolerances for dimensions without specified tolerances DIN ISO 2768-v	Issue	Modification	Name	Date	Scale 1:20		Material	Weight ~980 kg
	_____	_____	_____	_____	Denomination			
	_____	_____	_____	_____	dimensional drawing			
	_____	_____	_____	_____				
					Drawing-Number			
Drawn			Name	Date	262-C20/0700-F-700A3			
Checked			jar	10.03.2017	EDP-No. 161508.dwg			

Protection of Copyright: This drawing is our property and is protected acc. to the law referring to copyright and related protective laws.

Characteristic Curves  
Size  
70-12S

**SEEPEx.**  
**ALL THINGS FLOW**



Values based upon water 68°F ; For notes on drive selection refer to PER

CHA.70-12S\_8, B 01.18us



Item: 21  
Product group N  
Standard Pump

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**CONVEYING CAPACITY****75 - 240 USGPM**

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**PRESSURE****25 psi**

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**SPEED****102 - 314 rpm**

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\* typical image, design may differ

SEEPEX Smart Conveying Technology, SCT, enables full maintenance in place with no pipe-work needing to be removed. The two-part stator and "plug-in" rotor reduces maintenance times adjustable stator means the service life of the pumping elements is extended.

## BN (SCT)

### YOUR ADVANTAGES

- Fast maintenance, easy handling during assembly/dismantling
- Up to 200% longer rotor and stator service life thanks to the integrated retensioning device
- Reduction of maintenance times by 85%
- High productivity thanks to short maintenance downtimes and significantly reduced life-cycle costs
- Smart Seal Housing enables fast maintenance of the mechanical seals and thereby saves even more time during maintenance work (optionally available)
- Very easy to maintain: Work on the two-part Smart Stator can be carried out by just one individual
- Low space requirement for all servicing work, so no space allowance for stator dismantling is required.
- Environmentally friendly, as elastomer and steel components are disposed of separately

10/25/2024

**Item 21**

qty.: 7

**pump to handle thickened sludge****Progressive cavity pump****BN 70-6LS / A1-C1-L8-F0-GA****Application data**

Conveyed product	thickened sludge
Flowability	flowable
Viscosity	low viscosity (< 500 cP/mPas)
Solids content	2-5 %
Size of solids	≤ 2 mm
Density	unknown, 1 kg/dm³ assumed
Product temperature	32°F - 113°F
Product temperature (norm.)	113°F
pH value	5-9
Kind of operation	continuous
Operating hours	8 h/day
Location	indoor, dry atmosphere
Altitude of installation	up to 1000 m assumed
Surrounding temperature	normal (32-104 °F)

**Performance data**

	<b>Capacity</b>	<b>Pressure</b>	<b>Speed</b>
	75 USGPM	25 psi	102 rpm
	240 USGPM	25 psi	314 rpm
Starting torque	290 lb.ft		
Inlet pressure	flooded suction (up to 0,5bar)		

Tolerances according to SEEPEX standards.

**Materials and executions**

Installation	horizontal
Direction of rotation	counter clockwise (left)
Lantern - Design	with cover plates
Lantern - Material	EN-JL 1040 (gci-25)
Suction casing - Design	standard
Suction casing - Material	EN-JL 1040 (gci-25)
Pressure branch - Design	standard
Pressure branch - Material	EN-JL 1040 (gci-25)
Position of branch	position 1
Suction connection	NPS 6, drilled acc. to ASME B 16.5, Class 150, RF
Pressure connection	NPS 5, drilled acc. to ASME B 16.5, Class 150, RF
Joint - Design	pin joint with joint sleeve, grease filled
Joint - Material	standard, holding bands 1.4401
Joint - Universal joint sleeve: material	NBR - Perbunan
Coupling rod - Design	standard
Coupling rod - Material	1.4021 / AISI 420
Rotor - Design	Smart Rotor-design
Rotor - Material	1.0503 (C45) / AISI 1045
Rotor - Coating	ductile chromium coating
Stator - Design	smart stator design
Stator - Material	NBR - Perbunan
Shaft sealing	mechanical seal
Code	GA - single acting mechanical seal
Shaft diameter	80 mm
Make	SEEPEX
Rotating/stationary seal face	SiC SiC
Elastomers	FPM
Spring	1.4571 / AISI 316Ti
Metal parts	1.4571 / AISI 316Ti

<b>Type</b>	GA Q1Q1 VGG
<b>Casing - material</b>	1.4408 / ASTM A351 grade CF8M
<b>Casing - connection standard</b>	NPT
<b>Plug-in Shaft - Design</b>	standard
<b>Plug-in Shaft - Material</b>	1.4021 / AISI 420
<b>Bolting - Design</b>	standard
<b>Painting - Number of colors</b>	single-colored standard
<b>Painting - Painted components</b>	complete combination
<b>Painting - Color</b>	Standard Enamel (SEEPEx Blue)
<b>Painting - Surface protection</b>	std. surface protection C2 (NDFT 95 µm)

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**Drive**

<b>Type</b>	Gear & Motor at freq. inv. (Inverter is not included)		
<b>Make</b>	Nord		
<b>Model</b>	SK42F-250TC		
<b>Mounting position</b>	B5		
<b>Mounting orientation</b>	M1		
<b>Ratio (i)</b>	5.75		
	<b>Norm</b>	<b>Min</b>	<b>Max</b>
<b>Speed</b>	353 rpm	102 rpm	314 rpm
<b>Motor speed</b>	1800 rpm	518 rpm	1600 rpm
<b>Frequency</b>	60 Hz	17 Hz	53 Hz
<b>Make</b>	WEG		
<b>Model</b>	01518ET3E254TC-W22PREMIUM EFFICIENCY		
<b>Rated output</b>	15 HP		
<b>Rated speed</b>	1800 rpm		
<b>Mounting position</b>	NEMA C-face/footed		
<b>Flange diameter</b>	95		
<b>Shaft diameter</b>	41		
<b>Starting</b>	direct on frequency inverter		
<b>Efficiency class</b>	premium efficiency		
<b>Terminal box position acc. to supplier</b>	right		
<b>Cable entry position acc. to supplier</b>	not specified		
<b>Voltage</b>	3x 230/460 V		
<b>Frequency</b>	60Hz		
<b>Enclosure</b>	IP55		
<b>Thermal class</b>	F		

The frequency inverter has to follow a linear U/f characteristic curve (constant torque).  
It's essential to have a minimum overload capability of 150% for at least 60 seconds. (see technical data sheet)

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**Baseplate**

<b>Design</b>	extended - with motor support
<b>Material</b>	steel, painted
<b>GPU Type Code</b>	B-ST-LS-EM

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**Packing**

<b>Type of packing</b>	skid (US)
<b>Type of transport</b>	truck
<b>Quantity of pumps per position</b>	1 pump

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**Price composition**

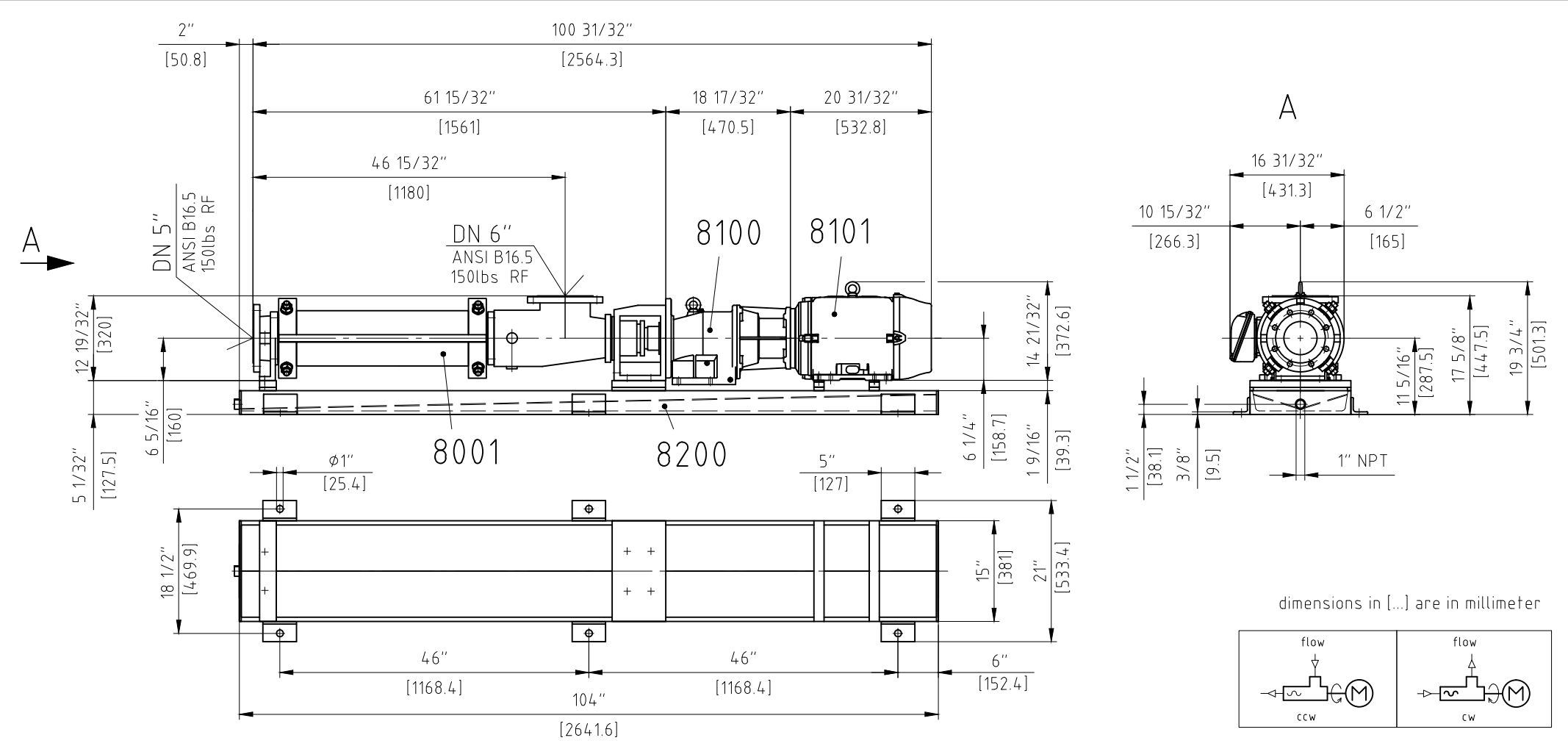
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**Optional: Dry running protection device (TSE)**

<b>Design</b>	standard design, complete - sensor sleeve fitted to the stator of the pump with integrated temperature sensor - connection head (IP55) - separate TSE control device suitable for mounting inside a control panel
<b>Voltage</b>	110-115 V / 50-60 Hz
<b>Temperature coefficient</b>	NTC
<b>Material sensor sleeve</b>	1.4404 / AISI 316L
<b>Material connection head</b>	aluminium

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<b>Optional: Accessories</b>	Concentric Reducer Quantity 1
<b>Design</b>	Ductile Iron 5" x 6" @ 150lb
	Concentric Reducer Quantity 1
	Ductile Iron 8" x 6" @ 150lb
	Concentric Reducer Quantity 1
	Ductile Iron 5" x 8" @ 150lb

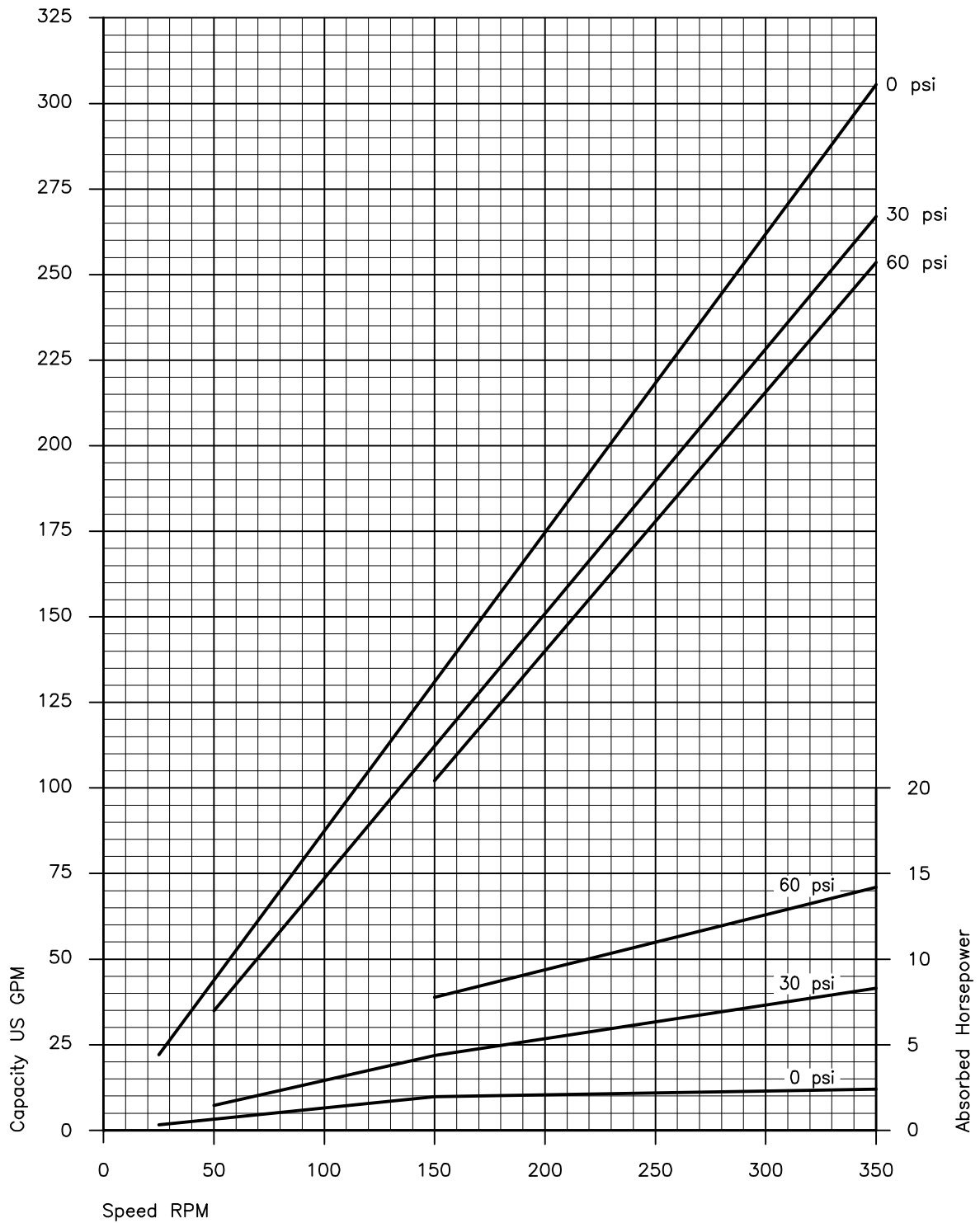


1	baseplate:	8200		Var.: 801-200/0350-C-	~250
1	motor: WEG 01518ST3QIE254 TC-W22	8101			114
1	gear: Nord SK42XF-250TC	8100			94
1	pump: BN 70-6LS	8001			230
Quant.	Denomination	Item	Material	Note	Weight / kg

2015	Name	Day	Scale	Note	Denomination	Attachment 1
Drawn	lsh	28.09.	⊙ 1:20	Weight	dimensional drawing	Page 13 of 21
Checked	jar	29.09.	EDP-No. 148980.dwg		Drawing-no.	262-C65/0700-S-711A4

Characteristic Curves  
Size  
70-6LS

**SEEPEx.**  
**ALL THINGS FLOW**



Values based upon water 68°F ; For notes on drive selection refer to PER

CHA.70-6LS\_4, D 01.18us

Item: 40  
Product group N  
Standard Pump

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CONVEYING CAPACITY

**5 - 25 USGPM**

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PRESSURE

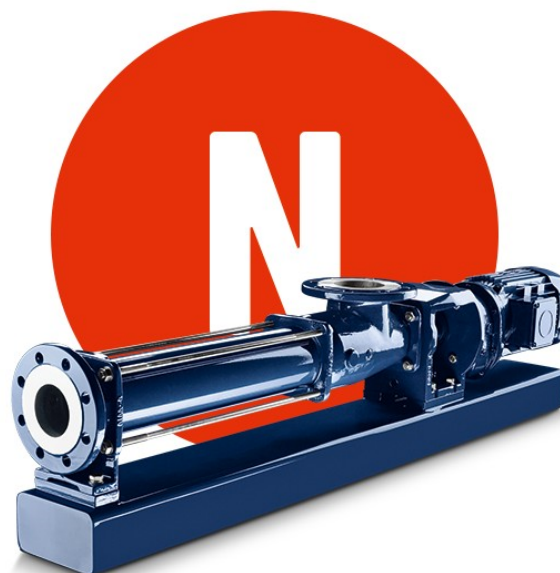
**60 psi**

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SPEED

**62 - 405 rpm**

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\* typical image, design may differ

SEEPEx pumps from the BN range are used across all industries for pumping fluids that are free flowing up to more viscous products with or without solids. It has compact design featuring many ease of maintenance features designed by SEEPEx

## BN

### YOUR ADVANTAGES

- Compact, space-saving design with directly flange-mounted drive (block design)
- Reduced capital cost, as it has fewer parts associated with the drive
- Easy to maintain with the use of the plug-in-shaft connection between the rotating unit and drive
- Flexibility, it can be mounted vertically or horizontally and run in either direction

Multiple flange connection positions are possible

10/25/2024

Item 40

qty.: 1

**pump to handle polymer solution**

**Progressive cavity pump**

**BN 10-6L / A6-J0-J0-H5-GA**

## Application data

Conveyed product	polymer solution
Flowability	well flowable
Viscosity	25,000 - 40,000 CP (Shear Thinning)
Solids content	3.9-4.5 %
Size of solids	not applicable
Concentration	≤ 1 %
Density	unknown, 1 kg/dm <sup>3</sup> assumed
Product temperature	32°F - 113°F
Product temperature (norm.)	113°F
pH value	5-9
Kind of operation	continuous
Operating hours	8 h/day
Location	indoor, dry atmosphere
Altitude of installation	up to 1000 m assumed
Surrounding temperature	normal (32-104 °F)

## Performance data

Performance data	<b>Capacity</b>	<b>Pressure</b>	<b>Speed</b>	
	5 USGPM	60 psi	62 rpm	- Speed adjusted for viscosity
	25 USGPM	60 psi	405 rpm	- Speed adjusted for viscosity
				- Speed adjusted for viscosity
<b>Starting torque</b>	66 lb.ft			
<b>Inlet pressure</b>	flooded suction (up to 0,5bar)			
	Tolerances according to SEEPEX standards.			

## Materials and executions

Installation	horizontal
Direction of rotation	counter clockwise (left)
Lantern - Design	with cover plates
Lantern - Material	EN-JL 1040 (gci-25)
Suction casing - Design	standard
Suction casing - Material	1.4408 / ASTM A351 grade CF8M
Pressure branch - Design	standard
Pressure branch - Material	1.4408 / ASTM A351 grade CF8M
Position of branch	position 1
Suction connection	NPS 3, drilled acc. to ASME B 16.5, Class 150, RF
Pressure connection	NPS 2½, drilled acc. to ASME B 16.5, Class 150, RF
Joint - Design	pin joint with joint sleeve, grease filled
Joint - Material	standard, holding bands 1.4401
Joint - Universal joint sleeve: material	FPM
Coupling rod - Design	standard
Coupling rod - Material	1.4404 / AISI 316L
Rotor - Design	standard
Rotor - Material	1.4404 / AISI 316L
Stator - Design	standard
Stator - Material	FPM special
Shaft sealing	mechanical seal
Code	GA - single acting mechanical seal
Shaft diameter	45 mm
Make	SEEPEX
Rotating/stationary seal face	SiC SiC
Elastomers	FPM



Spring	1.4571 / AISI 316Ti
Metal parts	1.4571 / AISI 316Ti
Type	GA Q1Q1 VGG
Casing - material	1.4408 / ASTM A351 grade CF8M
Casing - connection standard	NPT
Plug-in Shaft - Design	standard
Plug-in Shaft - Material	1.4404 / AISI 316L
Bolting - Design	completely stainless steel
Painting - Number of colors	single-colored standard
Painting - Painted components	complete combination
Painting - Color	Standard Enamel (SEEPEX Blue)
Painting - Surface protection	std. surface protection C2 (NDFT 95 µm)

## Drive

Type	Gear motor at freq. inv. (Inverter is not included)		
Make	Nord		
Model	SK32F-112MP/4		
Mounting position	Flange design		
Mounting orientation	M1		
Ratio (i)	4.43		
Speed	390 rpm		
	<b>Norm</b>	<b>Min</b>	<b>Max</b>
Speed	390 rpm	62 rpm	405 rpm
Motor speed	1730 rpm	275 rpm	1794 rpm
Frequency	60 Hz	10 Hz	62 Hz
Rated output	5 HP		
Power factor	0.8		
Rated speed	1730 rpm		
Starting	direct on frequency inverter		
Efficiency class	premium efficiency		
Terminal box position acc. to supplier	1		
Cable entry position acc. to supplier	I		
Voltage	3x 230/460 V		
Frequency	60Hz		
Enclosure	IP55		
Thermal class	F		

The frequency inverter has to follow a linear U/f characteristic curve (constant torque).  
It's essential to have a minimum overload capability of 150% for at least 60 seconds. (see technical data sheet)

## Baseplate

Design	baseplate for block pump, design with side feet
Material	steel, painted
GPU Type Code	B-ST-LS

## Packing

Type of packing	skid (US)
Type of transport	truck
Quantity of pumps per position	1 pump

## Price composition

## Optional: Dry running protection device (TSE)

**Design**

standard design, complete  
- sensor sleeve fitted to the stator of the  
pump with integrated temperature sensor  
- connection head (IP55)  
- separate TSE control device suitable for  
mounting inside a control panel

**Voltage**

110-115 V / 50-60 Hz

**Temperature coefficient**

NTC

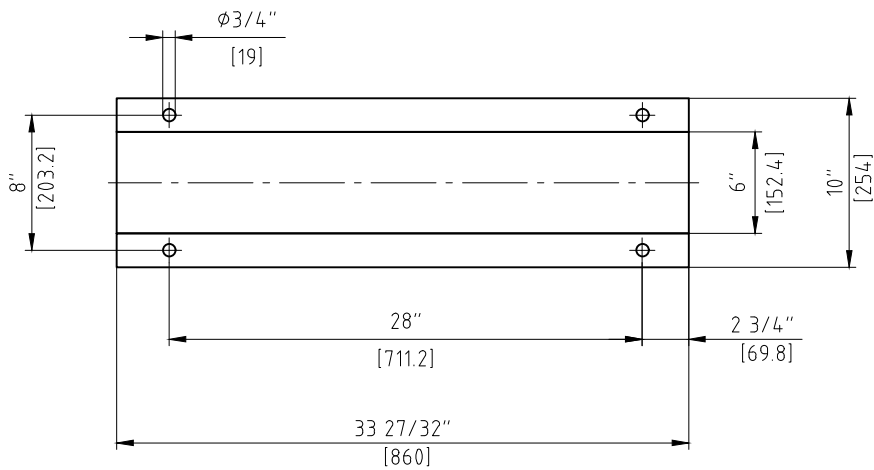
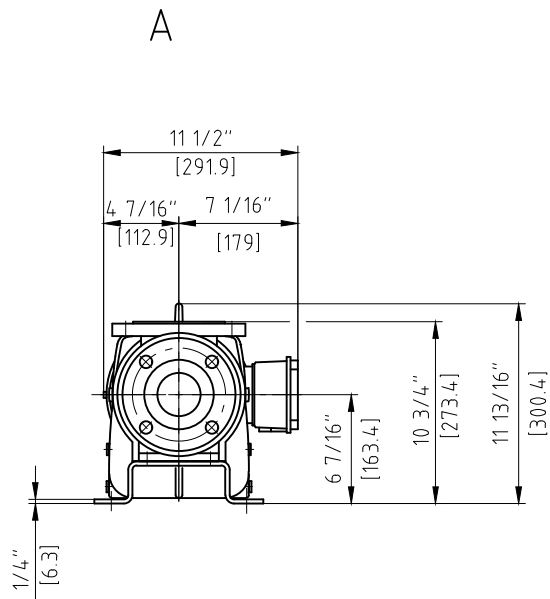
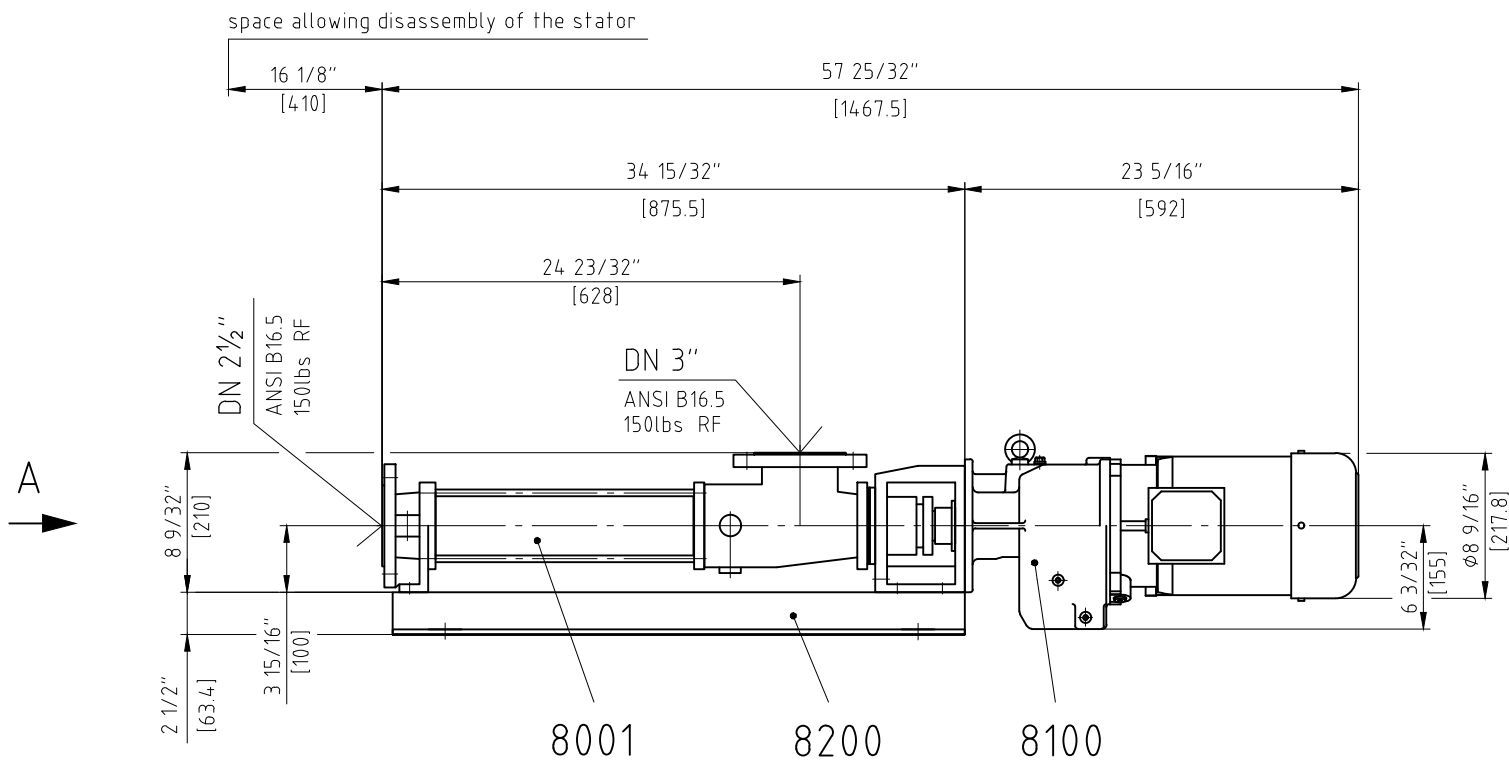
**Material sensor sleeve**

1.4404 / AISI 316L

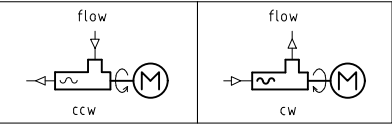
**Material connection head**

aluminium

not binding drawing for offer




dimensions in [...] are in millimeter

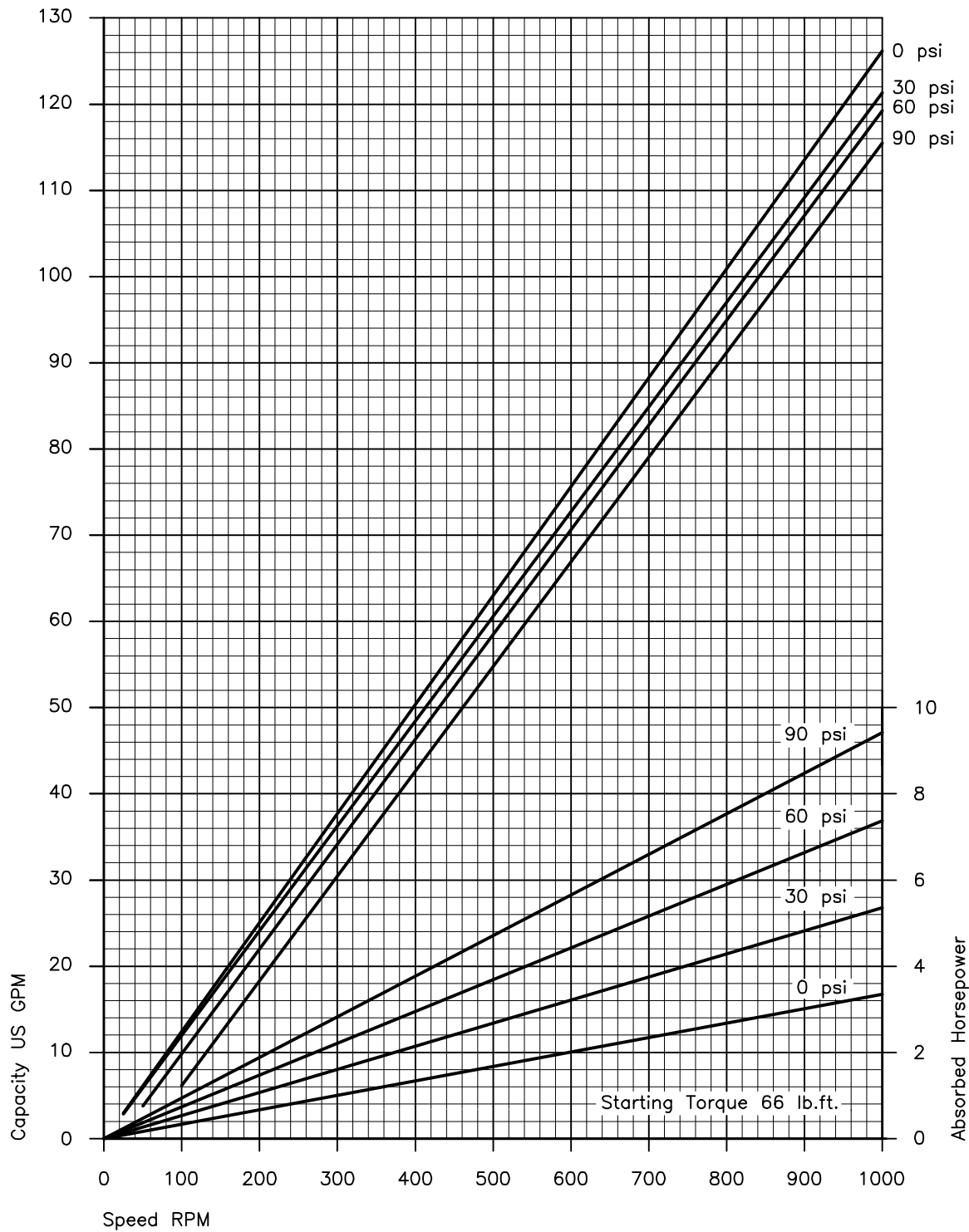


1		8200	baseplate: 801-200/0050-C-100			15
1		8100	gear: SK32F-112MP			54
1		8001	pump: BN 5-12 / 10-6L / 15-6LT / 8-12T			37
Unit	Standard	Item	Denomination Drawing-Number	Material	Remark	Weight kg

**SEEPEX.**  
**ALL THINGS FLOW**

General tolerances for dimensions without specified tolerances DIN ISO 2768-v	Issue	Modification	Name	Date	Scale 1:10		Material	Weight 106 kg
	_____	_____	_____	_____	_____		_____	_____
	_____	_____	_____	_____	_____	Denomination	_____	_____
	_____	_____	_____	_____	_____	dimensional drawing	_____	_____

Characteristic Curves  
Size  
10-6L



Values based upon water 68°F ; For notes on drive selection refer to PER

CHA.10-6L\_6, B 12.02us

**TERMS AND CONDITIONS OF SALE**  
(Unless Otherwise Specified in Writing)  
**NET DUE 30 DAYS FROM DATE OF INVOICE**

These Terms and Conditions are part of each purchase order entered into with DXP Enterprises, Inc., whether or not attached to such Purchase Order (collectively "Order"). No terms or conditions, other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this Order, whether contained in Buyer's purchase or shipping release form, or elsewhere, shall be binding on DXP Enterprises, Inc., its affiliates, parents or subsidiary entities ("Seller") and any such attempted modifications are hereby rejected by Seller. All proposals, negotiations, and representations, if any, made prior, and with reference hereto, are merged herein and superseded hereby.

**1. Payment and Taxes:** Payment shall be made at par in legal tender of the United States of America and all charges are payable within net 30 days of the date of invoice. The amount of compensation payable to Seller shall be that set forth in Seller's current price book at the time services are performed, unless otherwise agreed in writing by the parties. Prices quoted by Seller do not include sales, VAT, use or similar taxes and such taxes, where applicable shall be added to the quoted prices and invoiced accordingly. All Orders are subject to the continued review of the Seller and if, in its opinion, the financial position of the Buyer has so changed prior to delivery as to render the Seller insecure, the Seller may suspend production and/or refuse to make delivery pending satisfactory modification of the terms of payment. In the event the Buyer's account with Seller becomes delinquent, Seller has the right to revoke any and all discounts previously applied in arriving at the net invoice price. Upon revocation, the full invoice price without discount shall become immediately due and owing and subject to collection, with interest at the maximum rate allowed by law. In the event it becomes necessary to place the account in the hands of an attorney for collection, Buyer agrees to pay reasonable attorney's fees incurred by the Seller. All federal, state, dominion, provincial or municipal taxes now or hereafter imposed in respect to the goods sold by the Seller and/or the processing, manufacture, delivery, transportation and/or proceeds of the goods herein specified shall be for the account of the Buyer and if taxes are required to be paid by the Seller, the amount thereof shall be added to and become part of the price payable by the Buyer.

**2. Agreement, Integration and Conflict of Terms:** These terms and conditions, together with any special conditions expressly incorporated thereto in the quotation or sales form, are to govern any sale by the Seller ("Seller") identified on the other side of this form or on the purchase order attached to these terms and conditions (collectively, the "Order"). This writing is an offer or counteroffer by Seller to sell the goods and/or services set forth on the order and is expressly made conditional on Buyer's acceptance of these terms and conditions. Acceptance by Buyer is expressly limited to these terms and conditions. Any additional or different terms and conditions contained in Buyer's purchase order or other communication shall not be effective or binding upon Seller unless specifically agreed to in writing by Seller; Seller hereby objects to any such conditions, and the failure of Seller to object to specific provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these terms and conditions nor an acceptance of any such provisions. This Order supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties and, further, can only be altered, modified, or amended with the express written consent of Seller.

**3. Quotation, Withdrawal, Expiration:** Quotes are valid for thirty (30) days from the date of issuance unless otherwise provided therein. Seller reserves the right to cancel or withdraw the quotation at any time with or without notice or cause prior to acceptance by Buyer.

**4. Prices:** Prices apply to the specific quantities stated on the quotation or sales form. Unless otherwise agreed to in writing by Seller, all prices are Ex Works Seller's shipping location (as defined in accordance with the latest version of Incoterms), and do not include transportation costs or charges relating to transportation, which costs and charges shall be solely the responsibility of Buyer unless otherwise agreed in writing by Seller.

**5. Delivery, Risk of Loss:** Delivery dates are estimates, and time is not of the essence for the delivery dates. All shipments will be made Ex Works Seller's shipping location unless otherwise specified. Seller shall not be responsible to Buyer for any loss, whether direct or indirect, arising out of or relating to any failure of the goods to be delivered by the estimated delivery date. In the absence of specific instructions, Seller will select the carrier for shipment. Risk of loss for services shall pass to Buyer at completion of services. Title and risk of loss for goods shall pass to Buyer upon completion of the agreed Incoterm. Buyer shall reimburse Seller for the additional cost of Seller's performance resulting from inaccurate or lack of delivery instructions, or by any act or omission on Buyer's part. Any such additional cost may include, but is not limited to storage, insurance, protection, re-inspection and delivery expenses. Buyer further agrees that any payment due on delivery shall be made on delivery into storage as though the goods had been delivered in accordance with the order.

**6. Warranty:** Seller warrants that the goods manufactured by Seller sold to Buyer hereunder (with the exception of "wear parts" or consumables all of which are not warranted except as otherwise provided in the quotation or sales form) will be (i) of the quantity and type agreed in the order, (ii) built in accordance with the specifications referred to in the quotation or sales form, if such specifications are expressly made a part of this Agreement, and (iii) free from defects in material and workmanship (the "Warranty"). The Warranty shall be in effect for a period of the earlier of twelve (12) months from the date of installation or eighteen (18) months from the date of shipment (which date of shipment shall not be greater than thirty (30) days after receipt of notice that the goods are ready to ship), and services shall be warranted against defects in workmanship for thirty (30) days from completion of services (the "Warranty Period").

Seller shall, at its option and expense, either repair, replace, or refund amounts paid for any goods that fail to conform to the Warranty. Seller shall, at its option and expense, either re-perform or refund amounts paid for any services that fail to conform to the Warranty. In no case shall Seller be obligated to remove the defective goods or install the replaced or repaired goods, and Buyer shall be responsible for providing ready access to the goods and areas for warranty work, and all other associated costs, including, but not limited to, service costs, shipping fees, and expenses. Seller shall have complete discretion as to the method or means of repair or replacement. Buyer's failure to comply with Seller's repair or replacement directions shall constitute a waiver of its rights and render all warranties void. Any goods repaired or replaced under the Warranty are warranted only for the balance of the Warranty Period on the goods that were repaired or replaced. The Warranty is conditioned on Buyer giving written notice to Seller of any goods that fail to meet the Warranty within ten (10) days of the date when any defects first become apparent. Seller shall have no warranty obligations to Buyer with respect to any goods or parts of a good that: (a) have been repaired by parties other than Seller or without Seller's written approval; (b) have been subject to misuse, misapplication, neglect, alteration, accident, or physical damage; (c) have been used in a manner contrary to Seller's or the manufacturer's instructions for installation, operation and maintenance; (d) have been damaged from ordinary wear and tear, corrosion, or chemical attack; (e) have been damaged due to abnormal conditions, vibration, failure to properly prime, or operation without flow; (f) have been damaged due to a defective power supply or improper electrical protection; or (g) have been damaged resulting from the use of accessory equipment not sold by Seller or not approved by Seller in connection with goods supplied by Seller hereunder. In any case of goods not manufactured by Seller, there is no warranty from Seller; however, Seller will extend to Buyer any warranty received from Seller's supplier of such goods.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS, ORAL, OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE GOODS AND SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. BUYER'S EXCLUSIVE REMEDY AND SELLER'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES ARE LIMITED TO THE REPAIR, REPLACEMENT, RE-PERFORMANCE, OR REFUND.

**7. Inspection:** Buyer shall have the right to inspect the goods upon their receipt. Buyer shall notify Seller in writing of any nonconformity of the goods with this Agreement within three (3) days from receipt by Buyer, and Seller shall promptly remedy the non-conformance in accordance with section 6 herein. Failure to give such applicable notice shall constitute an irrevocable acceptance of the goods by Buyer.

**8. Indemnity:** Buyer shall release, indemnify, defend, and hold harmless Seller, its parent, subsidiaries, and related companies, and the employees, agents, consultants, representatives, and officers, respectively ("Seller Group"), from and against any and all claims, demands, and causes of action for personal injury (including death) and property damage to the extent caused by the negligent acts or omissions of Buyer Group. Seller shall release, indemnify, defend, and hold harmless Buyer, its parent, subsidiaries, and related companies, and the employees, agents, consultants, representatives, and officers, respectively ("Buyer Group"), from and against any and all claims, demands, and causes of action for personal injury (including death) and property damage to the extent caused by the negligent acts or omissions of Seller Group.

**9. Seller's Limitation of Liability:** IN NO EVENT SHALL SELLER'S LIABILITY ARISING UNDER OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT PAID BY BUYER UNDER THIS AGREEMENT. SELLER SHALL HAVE NO LIABILITY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, LOSS OF USE, LOSS OF REPUTATION, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, HOWSOEVER ARISING, WHETHER IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF BREACH OF CONTRACT OR BREACH OF WARRANTY, OR WHETHER SELLER HAS BEEN APPRISED OF SUCH LOSSES IN ADVANCE.

**10. Force Majeure:** Seller may cancel or suspend this Agreement and Seller shall have no liability for any failure to deliver or perform, or for any delay in delivering or performing any obligations, due to acts or omissions of Buyer and/or its contractors, or due to circumstances beyond Seller's reasonable control, including but not limited to acts of God, fire, flood or other natural disasters, war and civil disturbance, riot, acts of governments, terrorism, disease, pandemics, epidemics, currency restrictions, labor shortages or disputes, unavailability of materials, fuel, power, energy or transportation facilities, or for failures of suppliers or subcontractors to effect deliveries, in which case the

time for performance shall be extended in an amount equal to the excused period, provided that Seller shall have, as soon as reasonably practicable after it has actual knowledge of the beginning of any excusable delay, notified Buyer of such delay, of the reason therefor and of the probable duration and consequence thereof. Seller shall use its commercially reasonable efforts to eliminate the cause of the delay, interruption or cessation and to resume performance of its obligations hereunder without undue delay.

**11. Cancellation:** Except as otherwise provided in this Agreement, no order may be cancelled unless requested in writing by either party and accepted in writing by the other. In the event of a cancellation by Buyer, Buyer shall, within thirty (30) days of such cancellation, pay Seller a cancellation fee, which shall include all costs and expenses incurred by Seller up to the receipt of the request for cancellation including, but not limited to, all commitments to its suppliers, subcontractors and others, all fully burdened labor and overhead expended by Seller, plus a reasonable charge for profit. Return of goods shall be in accordance with Seller's most current Return Materials Authorization and subject to a minimum twenty percent (20%) restocking fee. Notwithstanding the foregoing, all items that are ordered are subject to the manufacturer's return policy and not returnable after a period of 1 year. Restock and order cancellation fees will apply.

Notwithstanding anything to the contrary herein, should the financial responsibility or condition of Buyer is such that Seller in good faith deems itself insecure, if Buyer becomes insolvent, if a material change in the control of Buyer occurs, if Buyer fails to make any payments in accordance with the terms of its contract with Seller, in the event of the commencement by or against Buyer of any voluntary or involuntary proceedings in bankruptcy or insolvency, or in the event Buyer shall be adjusted bankrupt, make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of Buyer's insolvency, or in the event Buyer does not correct or, if immediate correction is not possible, commence and diligently pursue the cure of any default of Buyer to comply with any of the provisions or requirements of this Agreement within ten (10) days after being notified in writing of such default by Seller, Seller may, by written notice to Buyer, without prejudice to any other rights or remedies which Seller may have, terminate its further performance of this Agreement. In the event of such termination, Seller shall be entitled to receive payment as if Buyer had cancelled the Agreement as per the preceding paragraph. Seller may also cease the performance of services or stop goods in transit and defer or decline to make delivery of goods, except upon receipt of satisfactory security or cash payments in advance. Seller may nevertheless elect to complete its performance of this Agreement by any means it chooses. Buyer agrees to be responsible for any additional costs incurred by Seller in so doing. Upon termination of this Agreement, sections 9 and 10 herein and the other rights, obligations, and liabilities of the parties which shall have arisen or been incurred under this Agreement prior to its termination shall survive such termination.

**12. Drawings:** All drawings are the property of Seller. Seller does not supply detailed or shop working drawings of the goods; however, Seller will supply necessary installation drawings. The drawings and bulletin illustrations submitted with Seller's quotation show general type, arrangement, and approximate dimensions of the goods to be furnished for Buyer's information only and Seller makes no representation or warranty regarding their accuracy. Unless expressly stated to the contrary within the quotation or sales form, all drawings, illustrations, specifications, or diagrams form no part of this Agreement.

**13. Proprietary Information, Injunction:** Seller's designs, illustrations, drawings, specifications, technical data, catalogues, "know-how," economic or other business or manufacturing information (collectively "Proprietary Information") disclosed to Buyer shall be deemed proprietary and confidential to Seller. Buyer agrees not to disclose, use, or reproduce any Proprietary Information without first having obtained Seller's express written consent. Buyer's agreement to refrain from disclosing, using or reproducing Proprietary Information shall survive completion of the Agreement. Buyer acknowledges that its improper disclosure of Proprietary Information to any third party will result in Seller's suffering irreparable harm. Seller may seek injunctive or equitable relief to prevent Buyer's unauthorized disclosure. Information disclosed by Buyer hereunder shall not be considered confidential or proprietary to Buyer unless otherwise agreed to in writing by Seller prior to Buyer's disclosure.

**14. Installation and Start-up:** Unless otherwise agreed to in writing by Seller, installation shall be the sole responsibility of Buyer. Where start-up service is required with respect to the goods purchased hereunder, it must be performed by Seller's authorized personnel or agents; otherwise, the Warranty is void. Notwithstanding anything herein to the contrary, in the event Buyer has engaged Seller to provide any personnel for start-up supervision, such personnel will function in a supervisory capacity only and Seller shall have no responsibility for the quality of workmanship of the installation. In any event, Buyer understands and agrees that it shall furnish, at Buyer's expense, all necessary foundations, supplies, labor, and facilities that might be required to install and operate the goods.

**15. Specifications:** Changes in specifications requested by Buyer are subject to approval in writing by Seller. In the event such changes are approved, the price for the goods and the delivery schedule shall be changed to reflect such changes.

**16. Buyer Warranty:** Buyer warrants the accuracy of any and all information relating to the details of its operating conditions, including temperatures, pressures, and where applicable, the nature of all hazardous materials. Seller can justifiably rely upon the accuracy of Buyer's information in its performance. Should Buyer's information prove inaccurate, Buyer agrees to reimburse Seller for any losses, liabilities, damages, and expenses that Seller may have incurred as a result of any inaccurate information provided by Buyer to Seller.

**17. Product Recalls:** Buyer shall take all reasonable steps (including, without limitation, those measures prescribed by the Seller) to: (a) ensure that all customers of the Buyer and authorized service personnel who own or use affected products are advised of every applicable recall campaign of which the Buyer is notified by the Seller; and (b) ensure that modifications of which the Buyer is notified by the Seller, by means of service campaigns, recall campaigns, service programs or otherwise, are made with respect to any products sold or serviced by Buyer to its customers or authorized service personnel. The reimbursement of Buyer for parts and labor used in making those modifications shall be as set forth in the campaign or program instructions. Except as described herein, the Buyer shall not disclose to any other third party the information contained in service campaign, recall campaign or service program literature without the prior consent of the Seller. Should Buyer fail to perform any of the actions required under this section, Buyer shall be liable to Seller for any costs, liabilities, and damages resulting therefrom.

**18. Governing Law:** THE TERMS OF THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS). THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

**19. California Safe Drinking Water and Toxic Enforcement Act (commonly known as "Prop 65"):** If Seller provides Buyer with a warning label or notice showing that the goods provided herein contain any of the chemicals listed by the State of California and the Safe Drinking Water and Toxic Enforcement Act to be determined to cause cancer, birth defects or other reproductive harm ("Warning Notice"), Buyer agrees to maintain any Warning Notice that may be affixed to the goods and to provide all such Warning Notices to all Buyer's customers, if any. Buyer agrees to defend, indemnify and hold Seller harmless for any claim, damage, loss, expenses, fines, penalties, legal fees and any other additional cost arising out of Buyer's breach of the obligations set forth in this section 14.

**20. Titles:** The section titles are for reference only and shall not limit or restrict the interpretation or construction of this Agreement.

**21. Waiver:** Seller's failure to insist, in any one or more instances, upon Buyer's performance of this Agreement, or to exercise any rights conferred, shall not constitute a waiver or relinquishment of any such right or right to insist upon Buyer's performance in any other regard.

**22. Severability:** If any term herein should prove invalid or otherwise unenforceable, such term shall be excluded to the extent of such invalidity or unenforceability but shall not affect the validity or continuing force and effect of any other provision of this Agreement. Such term shall be deemed modified and replaced by a valid and enforceable term that most closely expresses the intent of the parties.

**Additional Conditions Applicable to Export Sales**

Seller will not provide any certification or other documentation nor agree to any contract provision or otherwise act in any manner which may cause Seller to be in violation of United States law, including but not limited to the Export Administration Act of 1979 and regulations issued pursuant thereto. This Order shall be construed in accordance with United States law.

All Orders shall be conditional upon granting of export licenses or import permits which may be required. Buyer shall obtain at its own risk any required export license and import permits and Buyer shall remain liable to accept and pay for material if licenses are not granted or are revoked.

Unless otherwise specified on the face hereof, all international sales shall be EXW Seller's premises (INCOTERMS 2010), as modified by this Order.