



Veolia Codes: PS

QUOTE

Veolia Water Technologies, Inc. (dba Kruger)
1500 Garner Road, Suite C
Raleigh, North Carolina 27610 USA
PHONE 888-578-4378 FAX 919-661-4568

QUOTE NO: 04072025
QUOTE DATE: 4/7/2025
EXPIRATION DATE: 5/2/2025
This quote is valid for 25 days

FROM

Chris Evans

Aftermarket Sales Manager - Hydrotech Filtration, Kruger

919.455.1522

Chris.Evans@veolia.com

Contact Name: Stephen C. Parra

Phone: 831-535-9245

Email: stephen.parra@watsonville.gov

Company: Watsonville WWTP

Address: 401 Panabaker Lane
Watsonville, CA 95076

Sales Person	Job	EQUIPMENT SERIAL #.	Payment Terms	DELIVERY TERMS	DELIVERY SCHEDULE
CLE	Watsonville WWTP	5466	Net 30 Days	DDP, Prepaid & Add Destination*	In Stock Unless Noted
QTY	PART NUMBER	DESCRIPTION		UNIT PRICE	LINE TOTAL
1	PRIPHT374989	SPACER WASHER D235/179X15 - AXIAL BEARING		\$198.32	\$198.32
2	PRIPHT374976	SLIDE BUSHING D178.4		\$1,220.87	\$2,441.74
1	PRIPHT375120	RBR SEAL HSF22/26 REAR BRG		\$81.75	\$81.75
1	PRIPHT361142	RBR SEAL HSF22/26 FRONT BRG		\$111.18	\$111.18
1	CMSPGU313586	GEARBOX,M1B,1762RPM W/ 1.5HP MOTOR,THERMOSTAT (4 - 6 Week Lead Time)		\$5,800.37	\$5,800.37
1	PRIPHT377077	SPACER WASHER D177/166.9X10 - V-RING SLEEVE		\$104.06	\$104.06
1	SEVRRU343948	V-SEALING V-180A INF V-RING		\$48.67	\$48.67
1	PRIPHT361469	SWIV CONN 2 INCH D9-BALL ASSY S32205 W/ STOP SCREW STR NIP		\$1,199.84	\$1,199.84
1	PRIPHT374961	RBR LIP SEAL HSF17/21/2200		\$364.86	\$364.86
1	SEORRU343088	O-SEALING 180X4		\$16.32	\$16.32
1	CFCFGU201095	SCREEN,WIRE,200 MICRON WEAVE		\$162.89	\$162.89
1	PRIPHT370971	HUB SPROCKET DO150 DI45 316L		\$1,296.13	\$1,296.13
1	PRIPHT371733	HUB FLG DO150 DI80 316L		\$286.61	\$286.61
1	PRIPHT375296	SPACER BW WHEEL HSF2200-N		\$417.64	\$417.64
1	PRIPHT375295	WHEEL BW HEADER HSF2200-N		\$379.69	\$379.69
1	PRIPHT377786	SPACER WASHER D340/231X16 PA6		\$494.98	\$494.98
1	FXSCYR337597	SCREW MSK6SS M8X50 A4 DIN916 - SET SCREW FOR HUB		\$4.42	\$4.42
1	FXSCYP337628	SCREW M6S M6X55 A4 - SMALL SCREW ON BW WHEEL		\$0.72	\$0.72
1	PRIPHT377783	SPROCKET Z=12 HSF2200		\$470.25	\$470.25
1	PRIPHT377784	SPROCKET Z=32 HSF2200 (6 - 8 Weeks Lead Time)		\$1,601.91	\$1,601.91
1	PRIPHT364472	CHAIN HT78 47 LINKS 316L/PLASTIC		\$1,322.20	\$1,322.20
1	FXWAYP337486	WASHER RB 6.4X18X1.6 A4 - WASHER BW WHEEL		\$0.25	\$0.25
5	FXSCYZ337620	SCREW M6S M16X120 - SCREW BW WHEEL & REAR CENTER SHAFT PLATE		\$20.71	\$103.55
17	FXWAYT337489	WASHER RB 10.5X20X2 - HUB WASHER		\$0.43	\$7.31
7	PRIPHT369554	WASHER W/ LOCKING DEVICE SET 316L HSF2200/HSF2600		\$160.81	\$1,125.67
7	FXSCYZ337165	SCREW M6S M16X90 - SPROCKET SCREWS		\$75.79	\$530.53
1	SEVRRU343913	V-SEALING NBR V-45A (SEAL ON SEW SHAFT)		\$9.43	\$9.43
8	FXSCYT336408	SCREW M6S M10X60H - HUB SCREWS		\$4.52	\$36.16
8	FXNUYT336018	NUT NYLOC M6NM M10 - HUB NUT		\$1.30	\$10.40
12	FXWAZA337493	WASHER RB 17X30X3		\$1.41	\$16.92
29	FXNUYZ336020	NUT NYLOC M6NM M16		\$4.42	\$128.18
6	FXSCYP337502	SCREW M6S M6X16H (REAR BRG SEAL)		\$0.43	\$2.58
6	FXWAYP337485	WASHER RB 6.4X12X1.6 - REAR HOUSING SEAL WASHER (6 - 8 Weeks Lead Time)		\$0.19	\$1.14
4	FXSCYZ337581	SCREW M6S M16X60 - FRONT INF SHAFT		\$11.73	\$46.92
8	FXSCYP337064	SCREW MK6S M6X16 - REAR HOUSING SEAL SCREW		\$1.73	\$13.84
21	FXSCYZ336887	SCREW M6S M16X65 - SPOKE SCREWS		\$6.54	\$137.34
42	FXWAZB336888	WASHER 18X30X8.0 - SPOKE WASHERS		\$4.42	\$185.64
2	FXSCYP337508	SCREW M6S M6X50		\$0.88	\$1.76
2	FXSCYR337597	SCREW MSK6SS M8X50		\$4.42	\$8.84
1	FXCLGU335924	CPLG TEEKAY STEPPED 304 D154/D168.3		\$775.61	\$775.61
180	EJGUSP322940	NOZZLE TEEJET 6504-VK ASSY CERAMIC (6 - 8 Weeks Lead Time)		\$37.51	\$6,751.80
504	PRMFHT359198	10 UM PE CLOTH FLTR PNL HSF22 PPG FRAME SYM GASKET		\$200.84	\$101,223.36
1	VABLSP201301	3/4" BALL VALVE NPT		\$43.44	\$43.44

1	VEOLIA HYDROTECH DISCFILTER (QTY 1) VEOLIA TECHS ONSITE TO COMPLETE A 5 YEAR KIT REBUILD, PANELS, & BACKWASH FILTER HOUSING SCOPE TRAVEL TO WATSONVILLE WWTP SAFTEY MEETING LOTO UNIT REHAB DISCFILTER WITH 5 YEAR SERVICE KIT, PANELS, & BACKWASH FILTER HOUSING REMOVE LOTO TEST RUN UNIT TURN UNIT BACK OVER TO PLANT OPERATORS CLIENT RESPONSIBILITES 1. UNIT DRIANED AND WASHED OUT.		\$27,115.52
[[Confidential, Do not share with third parties]]			

ALL PRICES SUBJECT TO COST AND AVAILABILITY AT TIME OF ORDER.

PRICES EXCLUDES PACKAGING, FREIGHT (INTERNATIONAL & DOMESTIC),CUSTOMS, DUTIES, BROKERAGE, FEES AND APPLICABLE TAXES.

PRICES EXCLUDES INSTALLATION LABOR, STARTUP, & TRAINING

SHIPPING CHARGES ARE PREPAID AND ADDED TO THE INVOICE ORYOUR FREIGHT ACCOUNT.

MINIMUM ORDER \$50.00.

SUBTOTAL \$155,080.74

ESTIMATED FREIGHT* \$4,500.00

9.75% CA Sales Tax \$12,476.61

Total USD \$172,057.35

*If customer's shipping method is preferred (FOB), enter your freight carrier & account number:

A SIGNED QUOTATION IS REQUIRED TO PROCESS ORDER. PLEASE SIGN BELOW.

Signed By: _____ Date: _____

Click or browse to URL(s) below for applicable Terms and Conditions

<https://www.veoliawatertech.com/sites/g/files/dvc3601/files/document/2023/05/Parts%20and%20Service%20Terms.pdf>



QUOTE NO: 04072025

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Company information - Please complete this section if you have not previously provided this information.

Company Name:	_____
Shipping Address:	_____
City/State/Zip:	_____
Telephone number:	_____
Fax number:	_____

(OPTIONAL) Credit Card Section - Please complete this section if you prefer to pay by credit card.

<input type="checkbox"/> Visa	<input type="checkbox"/> MasterCard	<input type="checkbox"/> AMEX
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I/We understand that the part(s), invoice(s) or sales orders(s) ordered / listed above will be charged to the credit card noted upon order acknowledgement. Additionally, items ordered will not be processed until confirmation/authorization of charge is made. If the charge is for labor, a charge confirmation/authorization will be performed prior to labor commencement. If the credit card is denied, Kruger will notify the cardholder to obtain an alternative form of payment prior to processing the order

Card Number:	_____
Expiration Date:	_____
Authorization (CID) #:	_____
3 digit # located on back of card	
Card Holder Name:	_____
Card Holder Phone #:	_____
Company Name:	_____
Billing Address:	_____
City/State/Zip:	_____

My signature below is my company's acknowledgement and acceptance of this order including all stated terms and conditions, is an acknowledgement that I am authorized to sign this document on behalf of my company, and further authorizes Kruger to use the information entered in this section (if any) to process credit card payment for this order.

Signed by: _____	Date: _____
Printed Name: _____	Title: _____

•IF YOU SUBMIT A PO, PLEASE REFERENCE VEOLIA WATER TECHNOLOGIES, INC. (DBA KRUGER) QUOTATION NUMBER TO PROCESS ORDER.
•The Buyer is responsible for inspecting the equipment upon delivery and documenting any damage in writing on the delivery tickets. Signing delivery tickets without the notation of damage or missing items deems the equipment acceptable.
•The pricing is expressly contingent upon the items in this quotation & is subject all terms stated herein, including all attached Veolia Water Technologies, Inc. (dba Kruger) Standard Terms of Sale. No additional terms contained within Owner's and/or Engineer's Plans, Specifications & Purchase Orders shall apply to nor become a part of this Quote.
•Except in the case where there are active, applicable, and mutually executed terms and conditions in place between Veolia and Purchaser prior to issuance of this Quotation, the Parts and/or Services provided are subject to the terms and conditions linked above. These terms and conditions will not change, but please print and include with your records if necessary.



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ESTIMATED FREIGHT* \$4,500.00

9.75% CA Sales Tax \$12,476.61

Total USD \$172,057.35

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A SIGNED QUOTATION IS REQUIRED TO PROCESS ORDER. PLEASE SIGN BELOW.

Signed By: _____ Date: _____

Click or browse to URL(s) below for applicable Terms and Conditions

<https://www.veoliawatertech.com/sites/g/files/dvc3601/files/document/2023/05/Parts%20and%20Service%20Terms.pdf>



QUOTE NO: 04072025

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Company information - Please complete this section if you have not previously provided this information.

Company Name:	_____
Shipping Address:	_____
City/State/Zip:	_____
Telephone number:	_____
Fax number:	_____

(OPTIONAL) Credit Card Section - Please complete this section if you prefer to pay by credit card.

<input type="checkbox"/> Visa	<input type="checkbox"/> MasterCard	<input type="checkbox"/> AMEX
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I/We understand that the part(s), invoice(s) or sales orders(s) ordered / listed above will be charged to the credit card noted upon order acknowledgement. Additionally, items ordered will not be processed until confirmation/authorization of charge is made. If the charge is for labor, a charge confirmation/authorization will be performed prior to labor commencement. If the credit card is denied, Kruger will notify the cardholder to obtain an alternative form of payment prior to processing the order

Card Number:	_____
Expiration Date:	_____
Authorization (CID) #:	_____
3 digit # located on back of card	
Card Holder Name:	_____
Card Holder Phone #:	_____
Company Name:	_____
Billing Address:	_____
City/State/Zip:	_____

My signature below is my company's acknowledgement and acceptance of this order including all stated terms and conditions, is an acknowledgement that I am authorized to sign this document on behalf of my company, and further authorizes Kruger to use the information entered in this section (if any) to process credit card payment for this order.

Signed by: _____	Date: _____
Printed Name: _____	Title: _____

•IF YOU SUBMIT A PO, PLEASE REFERENCE VEOLIA WATER TECHNOLOGIES, INC. (DBA KRUGER) QUOTATION NUMBER TO PROCESS ORDER.
•The Buyer is responsible for inspecting the equipment upon delivery and documenting any damage in writing on the delivery tickets. Signing delivery tickets without the notation of damage or missing items deems the equipment acceptable.
•The pricing is expressly contingent upon the items in this quotation & is subject all terms stated herein, including all attached Veolia Water Technologies, Inc. (dba Kruger) Standard Terms of Sale. No additional terms contained within Owner's and/or Engineer's Plans, Specifications & Purchase Orders shall apply to nor become a part of this Quote.
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Aftermarket Sales Manager - Hydrotech Filtration, Kruger
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Email: stephen.parra@watsonville.gov

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1	PRIPHT361142	RBR SEAL HSF22/26 FRONT BRG	\$111.18	\$111.18	
1	CMTRHT349415	S77DRN90S4/TF M1A 220/460V PT CE/UR 50/60HZ -20° +60° 9.8 RPM (10 - 12 Week Lead Time)	\$6,972.36	\$6,972.36	
1	PRIPHT377077	SPACER WASHER D177/166.9X10 - V-RING SLEEVE	\$104.06	\$104.06	
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2	FXSCYR337597	SCREW MSK65S M8X50	\$4.42	\$8.84	
1	PRIPHT362098	STRN 3" ASSY 316L PN16 W/ DN80 FLG	\$5,893.58	\$5,893.58	
180	EJGUSP322940	NOZZLE TEEJET 6504-VK ASSY CERAMIC (6 - 8 Weeks Lead Time)	\$37.51	\$6,751.80	
504	PRMFHT359198	10 UM PE CLOTH FLTR PNL HSF22 PPG FRAME SYM GASKET	\$200.84	\$101,223.36	

1	VEOLIA HYDROTECH DISCFILTER (QTY 1) VEOLIA TECHS ONSITE TO COMPLETE A 5 YEAR KIT REBUILD & PANELS SCOPE TRAVEL TO WATSONVILLE WWTP SAFTEY MEETING LOTO UNIT REHAB DISC FILTER WITH 5 YEAR SERVICE KIT & PANELS REMOVE LOTO TEST RUN UNIT TURN UNIT BACK OVER TO PLANT OPERATORS CLIENT RESPONSIBILITES 1. UNIT DRIANED AND WASHED OUT. [[Confidential, Do not share with third parties]]		\$27,115.52
ALL PRICES SUBJECT TO COST AND AVAILABILITY AT TIME OF ORDER. PRICES EXCLUDES PACKAGING, FREIGHT (INTERNATIONAL & DOMESTIC),CUSTOMS, DUTIES, BROKERAGE, FEES AND APPLICABLE TAXES. PRICES EXCLUDES INSTALLATION LABOR, STARTUP, & TRAINING SHIPPING CHARGES ARE PREPAID AND ADDED TO THE INVOICE ORYOUR FREIGHT ACCOUNT. MINIMUM ORDER \$50.00.		SUBTOTAL	\$161,323.41
		ESTIMATED FREIGHT*	\$4,500.00
		9.75% CA Sales Tax	\$13,085.27
		Total USD	\$178,908.68

*If customer's shipping method is preferred (FOB), enter your freight carrier & account number:

A SIGNED QUOTATION IS REQUIRED TO PROCESS ORDER. PLEASE SIGN BELOW.

Signed By: _____ Date: _____

Click or browse to URL(s) below for applicable Terms and Conditions

<https://www.veoliawatertech.com/sites/g/files/dvc3601/files/document/2023/05/Parts%20and%20Service%20Terms.pdf>



QUOTE NO: 04072025

QUOTE

Company information - Please complete this section if you have not previously provided this information.

Company Name:	_____
Shipping Address:	_____
City/State/Zip:	_____
Telephone number:	_____
Fax number:	_____

(OPTIONAL) Credit Card Section - Please complete this section if you prefer to pay by credit card.

<input type="checkbox"/> Visa	<input type="checkbox"/> MasterCard	<input type="checkbox"/> AMEX
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I/We understand that the part(s), invoice(s) or sales orders(s) ordered / listed above will be charged to the credit card noted upon order acknowledgement. Additionally, items ordered will not be processed until confirmation/authorization of charge is made. If the charge is for labor, a charge confirmation/authorization will be performed prior to labor commencement. If the credit card is denied, Kruger will notify the cardholder to obtain an alternative form of payment prior to processing the order

Card Number:	_____
Expiration Date:	_____
Authorization (CID) #:	_____
3 digit # located on back of card	
Card Holder Name:	_____
Card Holder Phone #:	_____
Company Name:	_____
Billing Address:	_____
City/State/Zip:	_____

My signature below is my company's acknowledgement and acceptance of this order including all stated terms and conditions, is an acknowledgement that I am authorized to sign this document on behalf of my company, and further authorizes Kruger to use the information entered in this section (if any) to process credit card payment for this order.

Signed by: _____	Date: _____
Printed Name: _____	Title: _____

•IF YOU SUBMIT A PO, PLEASE REFERENCE VEOLIA WATER TECHNOLOGIES, INC. (DBA KRUGER) QUOTATION NUMBER TO PROCESS ORDER.
•The Buyer is responsible for inspecting the equipment upon delivery and documenting any damage in writing on the delivery tickets. Signing delivery tickets without the notation of damage or missing items deems the equipment acceptable.
•The pricing is expressly contingent upon the items in this quotation & is subject all terms stated herein, including all attached Veolia Water Technologies, Inc. (dba Kruger) Standard Terms of Sale. No additional terms contained within Owner's and/or Engineer's Plans, Specifications & Purchase Orders shall apply to nor become a part of this Quote.
•Except in the case where there are active, applicable, and mutually executed terms and conditions in place between Veolia and Purchaser prior to issuance of this Quotation, the Parts and/or Services provided are subject to the terms and conditions linked above. These terms and conditions will not change, but please print and include with your records if necessary.

VEOLIA WATER TECHNOLOGIES, INC. (DBA KRUGER) - STANDARD TERMS OF SALE - SERVICE ORDERS

The terms and conditions set forth below govern all work or services requested by Client as described and set forth in the Quote of Veolia Water Technologies, Inc. ("Veolia") attached hereto. The provisions of said Quote govern the scope of services to be performed, including the time schedule, compensation, and any other special terms.

These terms and conditions shall apply unless expressly stated to the contrary or inconsistent with said Quote.

1. **COMPENSATION.** For services performed on a lump sum basis, Client agrees to compensate Veolia in accordance with the payment schedule (milestone payments or otherwise) specified in the Quote.
2. **INVOICES AND PAYMENT.** Unless otherwise stated in the Quote, invoices will be submitted as work is performed and payment is due within thirty (30) days of the invoice. Payment of invoices shall be in U.S. dollars. Client shall notify Veolia within fifteen (15) days of receipt of invoice of any charges associated with the invoice that Client disputes and contends that Client does not owe to Veolia. If Client so notifies Veolia, and if only a portion of the invoice is disputed, Client shall pay the undisputed portion within thirty (30) days of receipt or such portion shall be deemed delinquent. Any charges disputed by Client in good faith will not be deemed delinquent. However, should Veolia have to resort to legal action to collect disputed charges and Veolia is successful in such action, then Veolia will be entitled to recover its legal fees and expenses and collect interest at the rate of one and one-half (1-1/2%) percent per month on the collected disputed charges beginning thirty (30) days after receipt by Client of the invoice first containing the collected disputed charge. Client will be charged interest at the rate of one and one-half (1-1/2%) percent per month on the unpaid balance on all delinquent invoices. In the event that Client terminates or suspends Veolia's services or work prior to completion, Client shall pay, upon demand by Veolia, all outstanding invoices. Invoices not paid on demand when services are terminated or suspended shall be deemed delinquent. All costs and expenses, including reasonable legal fees and personnel costs incurred by Veolia to collect charges associated with delinquent invoices, or which are in dispute between Client and Veolia, shall be paid by Client. Veolia reserves the right to cease or suspend any or all work or services under this Agreement, upon five (5) days' written notice to Client, in the event Client fails to pay Veolia's invoices to Client when due and payable under this Agreement or if, in the Veolia's reasonable opinion, Client's financial condition or other circumstances reasonably suggest a future inability to pay and, thus, do not warrant Veolia's ongoing performance of its work or services.
3. **INDEPENDENT CONTRACTOR.** Veolia shall be an independent contractor and shall be fully independent in performing the services or work and shall not act or hold itself out as an agent, servant or employee of Client. This paragraph applies equally to Client.
4. **VEOLIA'S LIMITED WARRANTY FOR SERVICES.** The sole and exclusive warranty which Veolia makes with respect to the services is that the same shall be performed in accordance with generally accepted professional practices, and in compliance with the specifications provided to Veolia by Client; but only to the extent disclosed to and accepted by Veolia. Claims for defects, deficiencies, errors or omissions or any other claims for defective services must be made in writing within thirty (30) business days of Client's discovery of such alleged defect, deficiency, error or omission or other claim (including defects that would have been discovered by a reasonably prudent investigation). In the event Veolia's performance of the services or any portion thereof, fails to conform to the above stated limited warranty, Veolia shall expeditiously initiate re-performance of the nonconforming services, or upon the mutual agreement of the parties, refund the amount of compensation paid to Veolia for such nonconforming services.

THE FOREGOING ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY VEOLIA, AND ARE IN LIEU OF ALL OTHER WARRANTIES. VEOLIA MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER STATUTORY, WRITTEN OR ORAL. VEOLIA DISCLAIMS, AND CLIENT WAIVES, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

5. **CLIENT'S WARRANTY.** Client warrants that a) it will provide to Veolia all available information regarding the site, structures, facilities, buildings and land involved with the work and that such information shall be true and correct; b) that all work (which it performs that is likely to affect Veolia's work, if any) shall be performed in accordance with generally accepted professional practices; c) and it has title to or will provide right of entry or access to all property necessary to perform the work.
6. **INDEMNITY.** Subject to the limitations set forth in Section 8 below, Veolia shall indemnify, defend and hold Client harmless from any claim, cause of action or liability incurred by Client as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Veolia's negligence or willful misconduct. Veolia shall have the sole authority to direct the defense of and settle any indemnified claim. Veolia's indemnification is conditioned on Client (a) promptly notifying Veolia of any claim, and (b) providing reasonable cooperation in the defense of any claim. Subject to the limitations set forth in Section 8 below, Client agrees to indemnify, defend and hold Veolia harmless from and against any claim, cause of action or liability incurred by Veolia as a result of death or bodily injuries to any person, destruction or damage to any tangible property caused by Client's negligence or willful misconduct.
7. **ENVIRONMENTAL INDEMNIFICATION PROVISION.** Client agrees to indemnify, defend, and hold harmless Veolia from and against all losses, liabilities, claims, suits, costs, damages, investigation and clean-up costs, fines, penalties, including reasonable attorneys' fees, resulting from or relating to the actual alleged or threatened discharge, escape or release of toxic, hazardous, offensive, or dangerous materials, substances, chemicals or wastes at, on, into, or from the Property or facilities, except to the extent that any such loss is caused by the negligence or willful misconduct by Veolia or its officers, directors, or employees. This provision shall survive the expiration or termination of this Agreement and the Contract for any reason.
8. **CONSEQUENTIAL DAMAGES/LIMITATION OF LIABILITY.** Neither Party shall be liable to the other for loss of anticipated or actual profit, loss of revenue, loss of use, loss of production, business interruption or any similar damage or for indirect, special, incidental, consequential, exemplary or punitive damages of any kind whether arising in contract, in tort (including negligence), or by operation of law. Veolia's total liability, whether arising from or based upon breach of warranty, breach of contract, tort, including negligence, errors and omissions, strict liability, indemnity or any other cause or basis whatsoever, is expressly limited to the net fee received by Veolia. This provision limiting Veolia's liability shall survive the termination, cancellation or expiration of the Agreement.

9. INSURANCE. During the performance or services or work under this Agreement, Veolia will, at its own expense, carry Workers' Compensation Insurance/Employer's Liability Insurance within limits required by law; Commercial General Liability Insurance for bodily injury and for property damage; and Comprehensive Automobile Liability Insurance for bodily injury and property damage. At Client's request, Veolia shall provide a Certificate of Insurance demonstrating Veolia's compliance with this section. Such Certificate of Insurance shall provide that said insurance shall not be reduced in coverage or canceled until at least ten (10) days after written notice has been provided to Client.

10. FORCE MAJEURE. Neither party shall be responsible or liable to the other for default or delay in the performance of any of its obligations hereunder (other than the payment of money for services already rendered) caused in whole or in part by strikes or other labor difficulties or disputes; governmental orders or regulations; war, riot, fire, explosion; terrorism, acts of God; extreme weather, storms named by NOAA, or any other causes which are beyond the reasonable control of the respective party. In the event of delay in performance due to any such cause, the time for completion will be extended by a period of time reasonably necessary to overcome the effect of the delay. The party so prevented from complying shall within a reasonable time of its knowledge of the disability advise the other party of the effective cause, the performance suspended or affected and the anticipated length of time during which performance will be prevented or delayed and shall make all reasonable efforts to remove such disability as soon as possible, except for labor disputes, which shall be solely within said party's discretion. The party prevented from complying shall advise the other party when the cause of the delay or default has ended, the number of days which will be reasonably required to compensate for the period of suspension and the date when performance will be resumed. Any additional costs or expenses accruing or arising from the delaying event shall be solely for the account of Client.

COVID-19: Veolia shall not be held liable in the event of a non-compliance with its obligations set forth herein to the extent such non-compliance is due to the consequences of the Covid-19 pandemic including without limitation (i) obligation to comply with the legislation enacted or measures taken by the authorities to address the Covid-19 pandemic (including mandatory closures, requisitions, transport limitations, social distancing requirements), (ii) observance of hygiene and security rules and recommendations resulting from the Covid-19 pandemic, (iii) inability to supply or distribute to relevant personnel appropriate personal protective equipment for the tasks to be performed, as a result of shortages of supply resulting from the Covid-19 pandemic, (iv) inability of a Veolia subcontractor or supplier to comply with its obligations for the reasons mentioned above; and to the extent the resulting impediments cannot be reasonably overcome."

In the event such consequences of the Covid-19 pandemic render Veolia's performance hereunder more onerous than could have been anticipated at the date hereof the parties shall negotiate alternative contractual terms, including for delivery/performance dates or service levels, which reasonably allow for the impact of the consequences of the Covid-19 pandemic referred to hereinabove.

11. NOTICE. Any notice, communication, or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given when delivered in person or sent by United States mail or email, to the physical or email address of the party for whom it is intended, or to such other address for either party as the party may by written notice designate.

12. ASSIGNMENT/SUBCONTRACT. Neither party hereto shall assign this Agreement or any part thereof or any interest therein without the prior written approval of the other party hereto (except in the event that substantially all of the assets of the Client's facility are sold). Veolia shall have the right to subcontract any portion of the work.

13. MODIFICATION. In the event modifications and/or changes are requested by Client after services have been performed, which, modifications and/or changes are through no fault of Veolia, or in the event additional work not covered by the Agreement is requested by Client, Veolia shall have the right to review such requests and notify Client of the effect on price, schedule or any other obligations assumed by Veolia under this Agreement. Subject to the availability of required resources and on a schedule compatible with Veolia's other schedules and commitments, Veolia shall initiate work on any such changes.

14. DELAYED AGREEMENTS AND INFORMATION. The performance by Veolia of its obligations under this Agreement is contingent upon the Client performing its obligations in a timely manner and cooperating with Veolia to the extent required for completion of the work. Delays by Client in providing information or approvals, or performing its contractual obligations may result in an adjustment of contract price and schedule.

15. CONSTRUCTION PHASE. To the extent the work is related to or followed by construction work by others, Veolia shall not be responsible for the means, methods, techniques, schedule, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto, and shall not be responsible for the construction contractor's failure to perform the work in accordance with its contractual requirements. Veolia will not direct, supervise or control the work of Client's contractors or Client's subcontractors.

16. REPORTS, DOCUMENTS AND INFORMATION. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Veolia, and all related intellectual property rights, shall remain Veolia's property. Veolia grants Client a non-exclusive, non-transferable license to use any such material solely for Client's use of the work. Client shall not disclose any such material to third parties without Veolia's prior written consent.

17. LIMITED USE OF REPORT. Any report prepared as part of the work will be prepared solely for the use of Client. Third parties are not to rely upon the report, unless both Veolia and Client consent in writing to such reliance. In the event that Client provides the report to a third party without Veolia's written consent, Client will indemnify Veolia for any resulting loss or harm.

18. DISPOSAL OF CONTAMINATED MATERIAL. It is understood and agreed that Veolia is not, and has no responsibility as, a generator, operator, owner, treater, or storer of pre-existing substances or wastes found or identified at work sites. Veolia shall not directly or indirectly assume title to such substances or wastes and shall not be liable to third parties alleging that Veolia has or had title to such materials. Client will indemnify and hold harmless Veolia from and against all incurred losses, damages, costs and expenses, including but not limited to attorneys' fees arising or resulting from actions brought by third parties alleging or identifying Veolia as a generator, operator, storer, treater or owner of substances or wastes found or identified at work sites.

- 19. SUSPENSION OR TERMINATION.** In the event the work is terminated or suspended by Client prior to the completion of the services contemplated hereunder, Veolia shall be paid for: (i) the services rendered to the date of termination or suspension, (ii) the demobilization costs, (iii) the costs incurred with respect to non-cancelable commitments, and (iv) reasonable services provided to effectuate a professional and timely project termination or suspension.
- 20. GOVERNING LAW.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of North Carolina. Any litigation shall be heard in a state or federal court in Wake County, North Carolina.
- 21. HEADINGS AND SEVERABILITY.** Headings preceding the text of enumerated sections are inserted solely for convenience and shall not constitute a part of the Agreement nor affect the meaning, content, effect or construction of this Agreement. Every part, term or provision of this Agreement is severable from all others. Notwithstanding any possible future finding by a duly constituted authority that a particular part, term or provision is invalid, void or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby.
- 22. MISCELLANEOUS.** Veolia takes all issues surrounding probity and confidentiality very seriously in all of its dealings with competitors and stakeholders. In this spirit and for the sake of transparency, we inform you that the publicly traded parent company Veolia Environnement S.A., recently acquired a 29.9% interest in Suez S.A ("Suez") and launched a public bid for the remainder of Suez' share capital. Consistent with our commitment to competition law compliance, Veolia will continue to act entirely independent of Suez until all relevant antitrust approvals of Veolia's acquisition of Suez have been obtained and we will of course let you know if this would change before the end of the tender proceedings. Specifically, none of Veolia's representatives sit on the board of Suez, Veolia has no influence over the strategy or operations of Suez, and Veolia has no access to competitively sensitive information about Suez's operations. Accordingly, Veolia's ongoing project to acquire Suez will have no effect on our participation in, or response to, this tender.
- 23. ENTIRE AGREEMENT.** The terms and conditions set forth herein, along with the Quote, constitute the entire Agreement and understanding of the parties relating to the work or services provided by Veolia to Client, and merge and supersede all prior agreements, commitments, representations, writings and discussions between them, and shall be incorporated in all work orders, purchase orders and authorizations unless otherwise so stated by typed or handwritten, but not by pre-printed, words therein. The terms and conditions may be amended only by a written instrument signed by both parties.
- 24. ESCALATION.** If during the performance of the contract, the price of labor, material, freight, and other costs significantly increase, through no fault of Veolia, the price shall be equitably adjusted and subject to escalation. A significant price increase shall mean any price increase from proposal date to material procurement greater than 2.0% from stated prices. Delays and costs associated with a Force Majeure event shall also be equitably adjusted and subject to a change in price and/or schedule. Escalation to be based on cost increases, (without additional profit, overhead or margin) and shall include labor, material, freight, and other costs to Veolia that occur in the specified time period. Any revisions or changes requested by the customer will be priced on a case-by-case basis. Such price increases shall be documented through third party sources.