

DeZURIK Quotation



To: City of Denton Water Reclamation Plant
Rusty Willard
1100 Mayhill Rd.
Denton, TX 76208
USA

Date of Quote: 05-08-2017
Quote Number: 70042
Project Name: Denton Water Reclamation Plant
I.D. (Rep. Use): MRO
Line of Business: 4952 - Sewage Treatment
Mail Order To: DeZURIK, Inc.
C/O Hugh M. Cunningham, Inc.
Brad Feldman
2029 Westgate Dr. Suite 120
Carrollton, TX 75006
USA

Reference:
Invoice Terms: Net 30 Days
Days Valid: 30
Shipping Point: Factory - Freight Included to Denton
Delivery Notes: Estimated Shipment:
Plug Valves: 6-8 weeks A.R.O.
Knife Gate Valves: 6 weeks A.R.O.
Check Valves 10-12 weeks A.R.O.

Currency and Values expressed in USD (\$)

ANY PURCHASE ORDER ISSUED AS A RESULT OF THIS QUOTATION IS SUBJECT TO ALL OF THE MANUFACTURER'S CONDITIONS SET FORTH IN THIS DOCUMENT HEREOF, REASONABLE CONTRACT LANGUAGE NEGOTIATIONS AND FINAL ACCEPTANCE BY DEZURIK AT SARTELL, MN USA.

Line #	Cust. Line # Tag #	Qty	Order Code	Unit Price	Total Price
1		4	24" Knife Gate Valve w/ Enclosed Bevel Gear Handwheel Actuator on Stainless Steel Yoke KGC,24,HD,F1,S1,SMP,S1-CR*MNB-HD16-S1 KGC: Style - Cast Knife Gate Valve 24: Size - 24 Inch (600mm) HD: Body Style - Heavy Duty Valve F1: End Connection - Flanged Drilling; ASME Class 150 S1: Body Material - 304 Stainless Steel Cast SMP: Packing - PTFE Braided Packing to 500° F. (260° C.); (pH Range 0-14) S1: Gate Material - 304 Stainless Steel CR: Seat Material - Chloroprene to 180° F. (83° C.) Coating or Paint: 4G0 - 3 mils minimum (non-stainless steel parts) of Blue DeZURIK Enamel on Exterior and Standard (SP10) surface prep MNB-HD16-S1: Actuator Type - Handwheel; Bevel Gear; 16 In Dia, 304 Stainless Steel Yoke	\$7,170.00	\$28,680.00

DeZURIK Quotation



2	1	<p>36" Flanged Eccentric Plug Valve w/ Manual Buried Actuator & 2" Op. Nut</p> <p>PEC,36,F1,CI,NBR,CR,GE*MGB-WR4L-N</p> <p>PEC: Style - DeZURIK Eccentric Plug Valve, Rectangular Port 36: Size - 36 Inch (900mm); (Standard Port), Stainless Steel Bearings, Welded-In Nickel Seat (Except Stainless Steel Bodies) F1: End Connection - Flanged, Drilled to ASME Class 125/150 CI: Body Material - Cast Iron, ASTM A126, Class B; (.5"-12" Pressure Rating 175 psi (1210 kPa); (14"& larger Pressure Rating 150 psi (1030 kPa) NBR: Packing - .5" - 3" Acrylonitrile-Butadiene Reinforced filler in a PTFE U-ring; 4" & Larger Acrylonitrile-Butadiene Reinforced Multiple V-Ring with External Adjustment, -20 to 250° F. (-29 to 121° C.) CR: Plug Facing - Chloroprene; -20 to 180°F (-29 to 83°C) Coating or Paint: 4G0 - 3 mils minimum (non-stainless steel parts) of Blue DeZURIK Enamel on Exterior and Standard (SP10) surface prep GE: Option - Grit Excluders MGB-WR4L-N: Actuator Type - MG-Series Buriable Worm Gear with 2 Inch Square Nut Operator</p>	\$24,424.00	\$24,424.00
3	2	<p>20" Flanged Eccentric Plug Valve w/ Manual Handwheel Actuator</p> <p>PEC,20,F1,CI,NBR,CR,GE*MG-WR1L-HD30</p> <p>PEC: Style - DeZURIK Eccentric Plug Valve, Rectangular Port 20: Size - 20 Inch (500mm); (Standard Port), Stainless Steel Bearings, Welded-In Nickel Seat (Except Rubber Lined or Stainless Steel Bodies) F1: End Connection - Flanged, Drilled to ASME Class 125/150 CI: Body Material - Cast Iron, ASTM A126, Class B; (.5"-12" Pressure Rating 175 psi (1210 kPa); (14"& larger Pressure Rating 150 psi (1030 kPa) NBR: Packing - .5" - 3" Acrylonitrile-Butadiene Reinforced filler in a PTFE U-ring; 4" & Larger Acrylonitrile-Butadiene Reinforced Multiple V-Ring with External Adjustment, -20 to 250° F. (-29 to 121° C.) CR: Plug Facing - Chloroprene; -20 to 180°F (-29 to 83°C) Coating or Paint: 4G0 - 3 mils minimum (non-stainless steel parts) of Blue DeZURIK Enamel on Exterior and Standard (SP10) surface prep GE: Option - Grit Excluders MG-WR1L-HD30: Actuator Type - MG-Series Worm Gear with Handwheel Operator</p>	\$5,966.00	\$11,932.00

DeZURIK Quotation



4		1 20" Flanged Swing Check Valve w/ Outside Lever & Spring CVS,20,6000,F1,DI,DI-S11-ALB-NBR*LS CVS: Style - Swing Check Valves 20: Size - 20 Inch (500mm) 6000: Body Style - Series 6000 Swing Check Valve F1: End Connection - Flanged; ASME 125/150 DI: Body Material - Ductile Iron DI: Disc - Ductile Iron S11: Shaft - 303 Stainless Steel ALB: Body Seat Material - Aluminum Bronze NBR: Disc Seat Material - Acrylonitrile-Butadiene (NBR) Coating or Paint: S40SD0 - 12 mils minimum (non-stainless steel parts) of Blue DeZURIK Epoxy (NSF Std. 61) on Interior and Standard (SP10) surface prep AND 12 mils minimum (non-stainless steel parts) of Blue DeZURIK Epoxy (NSF Std. 61) on Exterior and Standard (SP10) surface prep LS: Actuator Type - Lever & Spring	\$13,449.00	\$13,449.00
Total				\$78,485.00

MANUFACTURER'S CONDITIONS

These conditions apply to all quotations, orders and contracts for DeZURIK, Inc. ("we," "us" or "our")

1. **CONSTRUCTION AND LEGAL EFFECT:** Our sale to you, as the purchaser of goods from us, is limited to and expressly made conditional on your assent to these typed and printed terms and conditions of sale, the face and reverse side hereof ("These Terms"), all of which form a part of the agreement to sell and which supersede and reject all prior writings (including your order), representations, negotiations with respect hereto and any conflicting terms and conditions of yours, any statement therein to the contrary notwithstanding. The sending of the purchase order for the goods referred to herein, whether or not signed by you, or your acceptance of the goods or payment operates as acceptance by you of These Terms. In case of conflict between These Terms and the terms of your purchase order or acceptance, These Terms govern; any different or conflicting terms submitted by you in any purchase order or acceptance shall be deemed objected to by us and shall be of no effect unless specifically agreed to by us in writing. We will furnish only the quantities and goods specifically listed on the face hereof or the pages attached hereto. We assume no responsibility for other terms or conditions or for furnishing other equipment or material shown in any plans and/or specifications for a project to which the goods quoted or ordered herein pertain or refer. Our published or quoted terms and conditions are subject to change without notice prior to acceptance of order.

2. **PRICES:** Unless otherwise noted on the face hereof, prices are net, FCA carrier, our factory. Stenographic, clerical and mathematical errors are subject to correction. Until acceptance of order on These Terms, quoted prices are subject to change.

3. **DELIVERY:** Dates for the furnishing of services and/or delivery or shipment of goods are approximate only and are subject to change. Quoted lead times are figured from the later of date of acceptance of order on These Terms or from the date of receipt of complete technical data and approved drawings as such may be necessary. We shall not be liable, directly or indirectly, for any delay in or failure to perform caused by carriers or suppliers or delays from labor difficulties, shortages, strikes or stoppages of any sort, failure or delay in obtaining materials, customer requested order changes, fires, floods, storms, accidents, causes designated acts of God or force majeure by any statute or court of law or other causes beyond our reasonable control.

4. **SHORTAGE, DAMAGE, ERRORS IN SHIPMENT:** Our responsibility ceases upon delivery to carrier. Risk of loss, injury or destruction of property, shall be borne by you from and after our delivery to carrier, and such loss, injury or destruction shall not release you from the obligation to pay the purchase price. You shall note receipt for goods that are not in accordance with bill of lading or express receipt and you shall make claim against such carrier for any shortage, damage or discrepancy in the shipment per the ICC Code for Freight Claims promptly. You shall inspect and examine all items and goods covered by the order when unpacking crated or boxed goods, and if damage is discovered, leave as is until the carrier's agent makes examination and notation on freight or express bill of concealed damage. We will render reasonable assistance to help trace and recover lost goods and collect just claims as a business courtesy, but without obligation. We do not guarantee safe delivery.

5. **TAXES:** Our prices do not include sales, use, 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. Consequently, in addition to the price specified herein, such taxes shall be paid by you, or you shall provide us with a tax exemption certificate acceptable to the appropriate taxing authorities. You 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 and reimburse us therefrom.

6. **CREDIT AND PAYMENT:** Unless otherwise noted on the face hereof, payment of goods shall be (30) days net in US dollars. Prorated payments shall become due with partial shipments. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in our sole opinion, your financial condition so warrants. Failure to pay invoices at maturity date, at our election, makes all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled and we shall not, in such event, be liable for non-performance of contract in whole or in part. You agree to pay, without formal notice, 1.5% per month of the amount not paid when due, provided that, if such rate is in excess of applicable governing law, you agree to pay the maximum permitted rate.

7. **CANCELLATIONS AND CHANGES:** Orders which have been accepted by us are not subject to your cancellation or changes in specifications, except upon our written consent, and we may require, as a condition of such consent, appropriate adjustments in price, delivery schedule and other relevant terms, and in the case of cancellation, cancellation charges. In the event we accept your cancellation, you shall be liable for a cancellation charge equal to the higher of (i) 25% of one purchase price or (ii) any loss or cost incurred by us, including cost of materials, labor, engineering, reconditioning and our profit margin.

8. **DEFERRED SHIPMENT:** If shipment is deferred at your request, payment of the contract price shall become due when you are notified that the equipment is ready for shipment. If you fail to make payment and furnish shipping instructions we may either extend time for so doing or cancel contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay shall be payable by you.

9. **LIMITED WARRANTY:** Products, auxiliaries and parts thereof that we manufacture are warranted to the original purchaser for a period of twenty-four (24) months from date of shipment from factory, against defective workmanship and material, but only if properly installed, operated and serviced in accordance with our recommendations. Repair or replacement, at our option, for items we manufacture will be made free of charge, (FOB) our facility with removal, transportation and installation at your cost, if proved to be defective within such time, and this is your sole remedy with respect to such products. Equipment or parts manufactured by others but furnished by us will be repaired or replaced, but only to the extent provided in and honored by our original manufacturers warranty, in each case subject to the limitations contained therein. No claim for transportation, labor or special or consequential damages or any other loss, cost or damage shall be allowed. You shall be solely responsible for determining suitability for use and in no event shall we be liable in this respect. We do not guarantee resistance to corrosion, erosion, abrasion or other sources of failure, nor do we guarantee a minimum length of service. Your failure to give written notice to us of any alleged defect under this warranty within twenty (20) days of its discovery, or attempts by someone other than us or our authorized representatives to remedy the alleged defects therein, or failure to return product or parts for repair or replacement as herein provided, or failure to install and operate said products and parts according to instructions we furnished, or misuse, modification, abuse or alteration of such product, accident, fire, flood or other Act of God, or failure to pay entire contract price when due shall be a waiver by you of all rights under this warranty. The foregoing guarantee shall be null and void if, after shipment from our factory, the item is modified in any way or a component of another manufacturer, such as but not limited to, an actuator is attached to the item by anyone other than our Factory Service personnel. All orders accepted shall be deemed accepted subject to this limited warranty, which shall be exclusive of any other or previous Warranty, and this shall be the only effective guarantee or warranty binding on us, despite anything to the contrary contained in the purchase order or represented by any of our agents or employees, in writing or otherwise, notwithstanding, including but not limited to implied warranties.

THE FOREGOING REPAIR AND REPLACEMENT OBLIGATIONS ARE IN LIEU OF ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES, INCLUDING ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY OR OTHERWISE, EXPRESSED OR IMPLIED IN FACT OR BY LAW, AND STATE OUR ENTIRE AND EXCLUSIVE LIABILITY AND YOUR 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.

10. **INTELLECTUAL PROPERTY:** We shall indemnify and hold you harmless from any amount that you are required to pay to a third-party pursuant to final, non-appealable court order as a result of such third-party's claim that a product sold hereunder infringes any United States patent or copyright of such third party; provided that our obligation of indemnification is contingent upon (a) your notifying us of any such claim within 20 days of receipt thereof, (b) your providing us with exclusive control of the defense and/or settlement thereof, and (c) your cooperating with us in such defense and/or settlement. In the event of such a successful infringement claim by the third party, at our option, we shall either (i) modify the product sold hereunder so that it performs comparable functions without infringement, (ii) obtain a royalty-free license for you to continue using the infringing product or (iii) refund to you the then-depreciated fair market value of the infringing component. We shall have no obligation under this Section to the extent a claim is based upon (a) the combination, operation or use of the product with equipment, products, hardware, software, systems or data that was not provided by us, if such infringement would have been avoided in the absence of such combination, operation or use, or (b) your use of the product in any manner inconsistent with our written materials regarding the use of such product. This Section states our entire liability and your exclusive remedy with respect to any alleged infringement arising from the use of the products sold hereunder or any part thereof and is subject to the other limitations contained in These Terms.

11. **LIMITATION OF LIABILITY:** IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, AND OUR LIABILITY, UNDER NO CIRCUMSTANCES, WILL EXCEED THE CONTRACT PRICE FOR THE GOODS AND/OR SERVICES FOR WHICH LIABILITY IS CLAIMED, ANY ACTION FOR BREACH OF CONTRACT BY YOU, OTHER THAN RIGHTS RESPECTING OUR LIMITED WARRANTY DESCRIBED IN SECTION 9 ABOVE, MUST BE COMMENCED WITHIN THE EARLIER OF 12 MONTHS AFTER THE DATE OF SALE.

12. **EXPORT CONTROL COMPLIANCE:** You agree and acknowledge that the products are sold in accordance with U.S. export control and sanctions laws, regulations and orders, as they may be amended from time to time. You agree to ascertain and comply with all applicable export and re-export obligations and restrictions, including without limitation, U.S. export and re-export controls under the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), and all regulations and orders administered by the U.S. Department of Treasury, Office of Foreign Assets Control (collectively, "U.S. Export Control Laws"). If you are conducting the export from the United States or the re-export from a country outside the United States, you shall comply with such U.S. Export Control Laws and obtain any license or other authorization required to export or re-export the products and related technology. We shall reasonably cooperate and exercise reasonable efforts, at your expense, to support you in obtaining any necessary licenses or authorizations. You shall not export or re-export the products and/or related technology to any country or entity to which such export or re-export is prohibited, including any country or entity under sanction or embargoes administered by the United States. Any diversion contrary to the law of the United States is prohibited. You will not take, and will not solicit us to take, any action that would violate any anti-boycott or any export or import statutes or regulations of the United States or other governmental authorities, and shall defend and indemnify us for any loss or damage arising out of or related to such actions.

13. **GENERAL COMPLIANCE WITH LAWS:** In addition to your obligations under Section 12 above, you represent and warrant that, in performing your duties under this Agreement, you will comply with, at your sole expense, all applicable laws and regulations of any governmental authority, including your duties involving any required registrations, requirements as to product contents, packaging and labeling, restraint of trade, consumer laws, data privacy and environmental laws. You have had an opportunity to obtain legal advice regarding, and currently comply with, all applicable legal requirements that prohibit unfair, fraudulent or corrupt business practices, including the U.S. Foreign Corrupt Practices Act (FCPA) as well as U.S. and other legal requirements that are designed to combat terrorism and terrorist activities. In addition, neither you nor any of your equity interest owners, officers or directors are named as a "specially designated national" or "blocked person" as designated by the United States Department of the Treasury's Office of Foreign Assets Control under the U.S. PATRIOT Act.

14. **INDEMNIFICATION BY YOU:** You will indemnify, defend and hold us and our corporate parents and other affiliates and their respective officers, directors, stockholders, members, insurers, attorneys, employees, agents, successors, predecessors, assigns, heirs and personal representatives harmless against any and all liability, claims, suits, actions, losses, liabilities, damages, costs and legal fees arising out of or related to: (i) any conduct of you or any related party as described in Sections 12 or 13 above; or (ii) your breach of any other provision herein.

15. **PROPRIETARY INFORMATION:** We retain title to all engineering and production prints, drawings, technical data, and other intellectual property, information and documents that relate to the goods and services sold to you. Unless advised by us in writing to the contrary, all such information and documents disclosed or delivered by us to you are to be deemed proprietary to us and shall be used by you solely for the purpose of inspection, installation, and maintenance and not used by you for any other purpose.

16. **ARBITRATION:** Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, 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 St. Cloud, MN.

17. TEXAS WAIVER OF CONSUMER RIGHTS: If you are entitled to its protection, you hereby agree to waive your rights under the Deceptive Trade Practices-Consumer Protection Act, Section 17.41 et seq., Business & Commerce Code, a law that gives consumers special rights and protections. You warrant that, after consultation with an attorney of your own selection, you voluntarily consent to this waiver.

18. **APPLICABLE LAW:** The rights and duties of the parties shall be governed by the laws of the State of Minnesota.

19. **NO OTHER CONTRACT PROVISIONS; OTHER:** This is the entire agreement with respect to the products. Terms and conditions of your order shall be without force and effect, except to the extent identical herewith. No dealer, broker, branch manager, agent, employee or representative of ours has any power at authority except to take orders for our products and to submit the same to us, at our factory, for our 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. DeZURIK, Inc. and related terms (we, us and our) shall refer to DeZURIK, Inc. and its affiliates. If any provision hereof is invalid or not enforceable under applicable law, the remaining provisions shall remain in full force and effect. Any assignment of your rights hereunder without our consent (which shall not be unreasonably withheld) shall be void. These Terms shall be binding on your successors and assigns. Our failure to require your performance of any of These Terms shall not serve as a waiver of or diminish our rights to require strict performance of such provision or These Terms.