



Proposal

April 23, 2021

SUBJECT: EQUALIZATION PUMPING EQUIPMENT
JOB: Cocoa, FL Jerry Sellers WRF
PROPOSAL NO. 283225

Thank you for your inquiry for WEMCO equipment. We are pleased to offer our quotation as described below:

Equalization Pump Replacements: SN 13DP02493-01-02-03

Qty. (3) 10" X 10" MODEL WSP10A60-B pumps complete with:

- Standard ductile iron construction
- Cast 1020 steel impeller
- Ductile iron bearing frame with single mechanical seal Type 2
- 20 HP 324T 900 RPM premium efficient severe duty TEFC horizontal motor, inverter duty EXP Class 1 Division 2 Group D
- Direct drive standard steel baseplate with fiberglass/polyethylene guards
- WSP standard coupling

Conditions of Service: 2,082 GPM against 20' TDH.

Spare Parts

- (1) Set of mechanical seals
- (1) Set of pump bearings
- (1) Set of wear-plates

Please refer to the enclosed Technical Offer 283255 Item 001 for further details.

Following items are included in the scope:

- 300 Series stainless steel fasteners

Following items are NOT included in the scope:

- Pressure gauges, pressure switches, special tools, flush plans/systems, or anchor bolts.
- Controls of any kind, including VFDs, Starters, or panels.
- Lubricants
- Factory testing

Technical Comments:

- Proposed pumps are direct replacements for the existing pumps.

Documentation and Shipment Schedule:

Document submittal:.....2-3 weeks after receipt of order

Shipment:.....14-16 weeks after executed PO and submittal approval

VALVES - PUMPS - SERVICES



Terms and Conditions

Bid Price: Pricing is F.O.B. jobsite, Full Freight Allowed. Detailed receiving inspection is required within 72 hours of delivery and notification of damage claims must occur within 5 working days of delivery. No taxes or duties of any kind are included.

\$88,965.00

Pricing is firm for the shipment(s) indicated, provided the included schedules are maintained.

Payment Terms:

100% Net 30 days. Payment terms in this proposal may not be changed without written authorization from WEMCO. Unauthorized retention of payments by Purchaser for any reason shall be subject to a service charge of 2% per month. **Purchase orders must be made out to Trillium Pumps USA, Inc.**

Bid Validity:

This proposal is valid for an order for 180 days from the bid date and based on

Terms & Conditions: The quotation is conditioned on Buyer's acceptance of the Seller's Terms Conditions of Sale (attached hereto as TFT-20, Rev 09.2020). Any modification to these terms and conditions may result in a price and/or delivery impact.

Thank you for the opportunity of submitting our proposal on WEMCO pumping equipment, and if we may be of further service, please contact our representative in your area:

TSC Jacobs North
24156 SR54, Suite 3
Lutz, FL 33559
Tel: (813) 242-2660, Fax: (813) 242-2597

Or you can contact this office directly.

Sincerely,

Robert Haws
Applications Engineer II
Trillium Pumps USA INC
440 West 800 South (84101)
PO Box 209 SLC Utah 84110-0209
T: 801-530-7861
E: robert.haws@trilliumflow.com

Customer Technical Offer

Customer	TSC-JACOBS NORTH, INC.	Size / Stages	WSP10A / 1
Item number	001	Pump speed	760 rpm
Customer reference		Quote number	283225

Pump

Qty	Description
3	<p>WSP10A60-B</p> <p>General Pump Options</p> <p>Pump Options</p> <p>Standard Ductile Iron Construction</p> <p>Standard Pump Configuration</p> <p>ANSI 125# Flanged Connections (No Spool)</p> <p>Please consult factory to determine the correct values for the reprime lifts of the pump.</p> <p>Pump Sealing</p> <p>Pump sealing</p> <p>Seal Type: Single Mechanical Seal</p> <p>Single Mechanical Seal Type 2</p> <p>Driver</p> <p>Motors</p> <p>Trillium Supplied Motor: Trillium Supplied Motor</p> <p>20HP 324T 900RPM Premium Efficiency TEFC Horizontal Motor</p> <p>All motors are sized and selected in accordance with Hydraulic Institute Grade 2 - 2B performance test acceptance grades and tolerances which adds 8% to the rated horsepower requirement of the pump. This calculation has not changed the rated horsepower or efficiency shown on the Performance Data Sheet. View the link for more information from Hydraulic Institute.</p> <p>Motor manufacturer - Trillium Standard</p> <p>Motor options</p> <p>Inverter-Rated per NEMA MG 1 Part 31.4.4.2.</p> <p>EXP Name Plate Class 1 Div 2 Group D *</p> <p>Baseplate and Drive</p> <p>Direct Drive Baseplate</p> <p>Steel Baseplate</p> <p>Trillium Standard Baseplate Design</p> <p>Stainless Steel Baseplate Hardware</p> <p>Fiberglass/Polyethylene Guards</p> <p>Coupling - WSP Standard</p> <p>Protective Coatings</p> <p>Paint type</p> <p>Enamel 2 Coat Paint - Blue (Epoxy Prime and Enamel Top Coat)</p> <p>Unless otherwise noted all motors will be supplied with manufacturer's standard coating only</p> <p>Packing & Shipping</p> <p>Shipping</p> <p>Trillium Decision Carrier</p> <p>Freight Rates</p> <p>Freight Rates - Florida: Florida</p> <p>Testing</p> <p>Testing</p> <p>Testing Required</p> <p>Performance Testing</p> <p>Certified Test to single customer supplied condition point</p> <p>Spare Parts / Accessories</p> <p>Spare Parts and Accessories Group</p> <p>Spare Parts:</p> <p>(1) Set of Seals,</p> <p>(1) Set of Bearings,</p> <p>(1) Set of Wear Plates.</p>

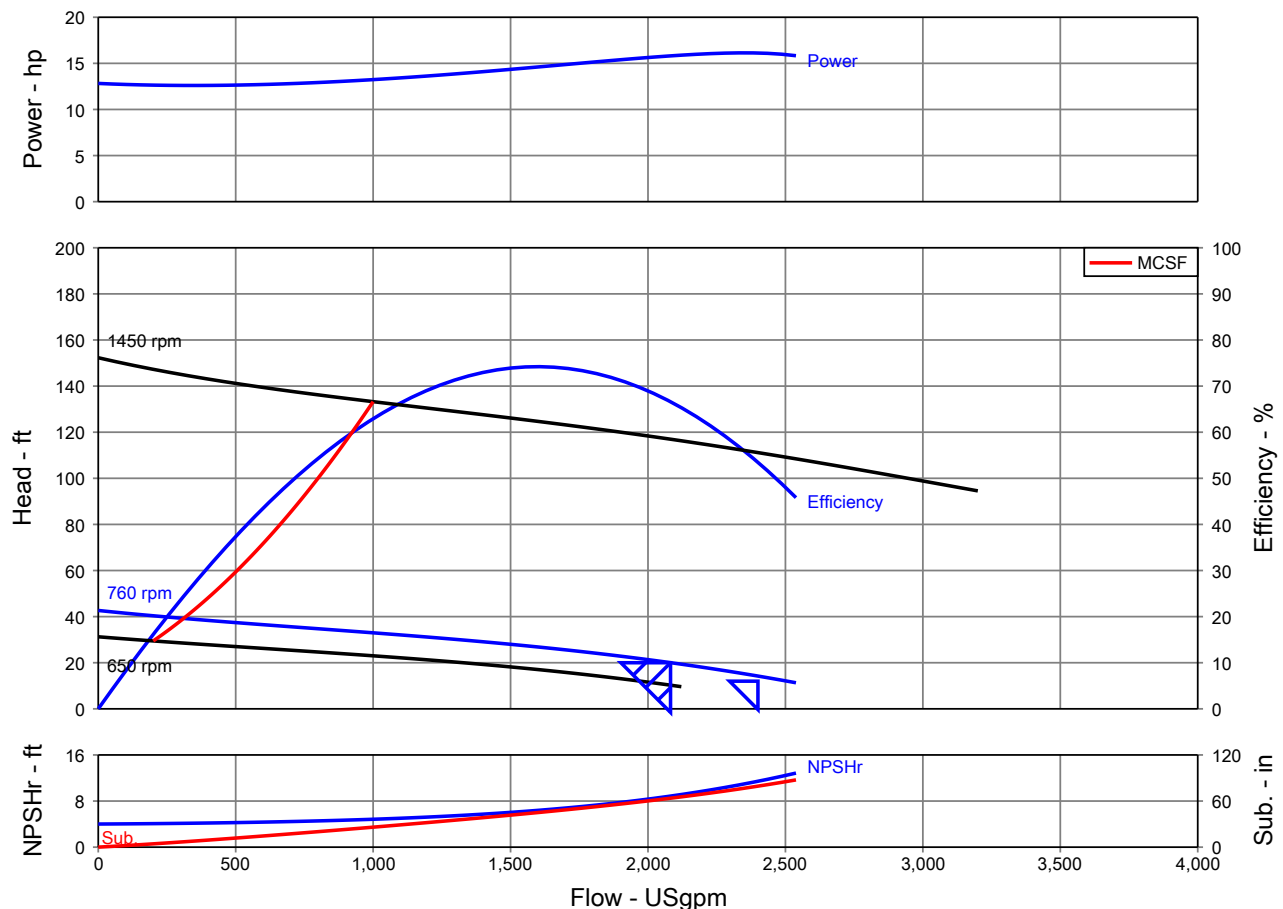
Pump

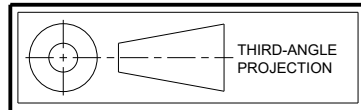
Qty	Description
	Estimated Weights
	Bareshaft Pump: 1,570.0 lb
	Baseplate: 500.0 lb
	Driver: 530.0 lb
	Misc. Weight: 0.00 lb
	Misc. Weight: 0.00 lb
	Misc. Weight: 0.00 lb
	Total Per Unit Weight: 2,600.0 lb

Pump Performance Datasheet

Customer	: TSC-JACOBS NORTH, INC.	Quote number	: 283225
Customer reference	:	Size	: WSP10A60-B
Item number	: 001	Stages	: 1
Service	: Equalization Pumps	Based on curve number	: WSP10A
Quantity	: 3	Date last saved	: 23 Apr 2021 3:07 PM

Operating Conditions		Liquid	
Flow, rated	: 2,082 USgpm	Liquid type	: User defined
Differential head / pressure, rated (requested)	: 20.0 ft	Additional liquid description	:
Differential head / pressure, rated (actual)	: 19.9 ft	Solids diameter, max	: 0.00 in
Suction pressure, rated / max	: 0.00 / 0.00 psi.g	Solids concentration, by volume	: 0.00 %
NPSH available, rated	: Ample	Temperature, max	: 68.00 deg F
Site Supply Frequency	: 60 Hz	Fluid density, rated / max	: 1.000 / 1.000 SG
Performance		Viscosity, rated	: 1.00 cP
Speed criteria	: Synchronous	Vapor pressure, rated	: 0.00 psi.a
Speed, rated	: 760 rpm	Material	
Speed, maximum	: 1450 rpm	Material selected	: Standard
Speed, minimum	: 650 rpm	Pressure Data	
Efficiency	: 66.60 %	Maximum working pressure	: 18.47 psi.g
NPSH required / margin required	: 8.86 / 0.00 ft	Maximum allowable working pressure	: 120.0 psi.g
Submergence, minimum required	: 63.69 in	Maximum allowable suction pressure	: N/A
Ns (imp. eye flow) / Nss (imp. eye flow)	: 3,342 / 6,801 US Units	Hydrostatic test pressure	: N/A
MCSF	: 311 USgpm	Driver & Power Data (@Max density)	
Head maximum, rated speed	: 42.7 ft	Driver sizing specification	: Rated power
Head rise to shutoff	: 113.05 %	Margin over specification	: 0.00 %
Flow, best eff. point	: 1,597 USgpm	Service factor	: 1.00
Flow ratio, rated / BEP	: 130.34 %	Power, hydraulic	: 10.53 hp
Speed ratio (rated / max)	: 52.41 %	Power, rated	: 15.81 hp
Head ratio (rated speed / max speed)	: 17.12 %	Power, maximum, rated diameter	: 16.14 hp
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00	Minimum recommended motor rating	: 20.00 hp / 14.91 kW
Selection status	: Acceptable		

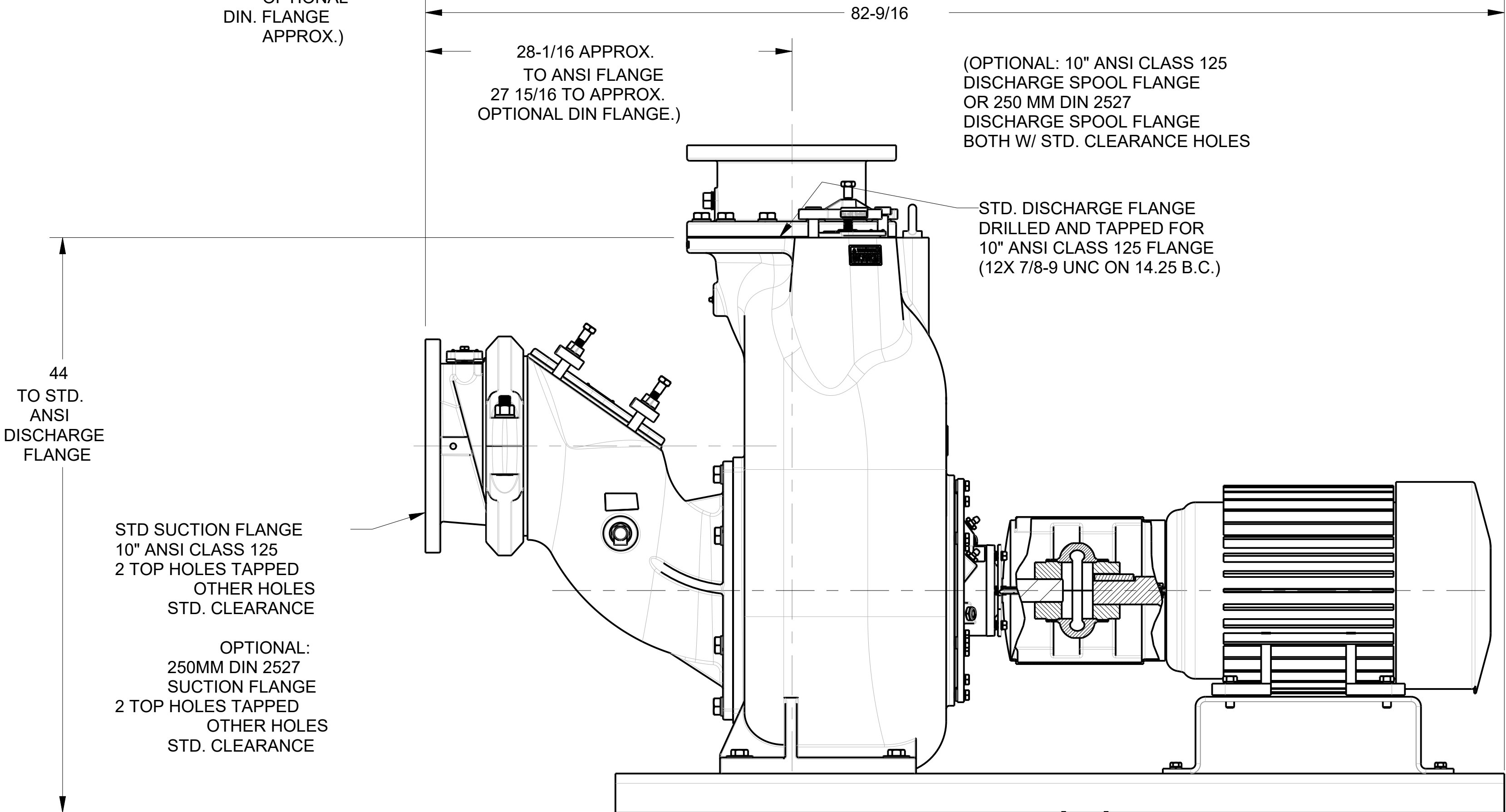
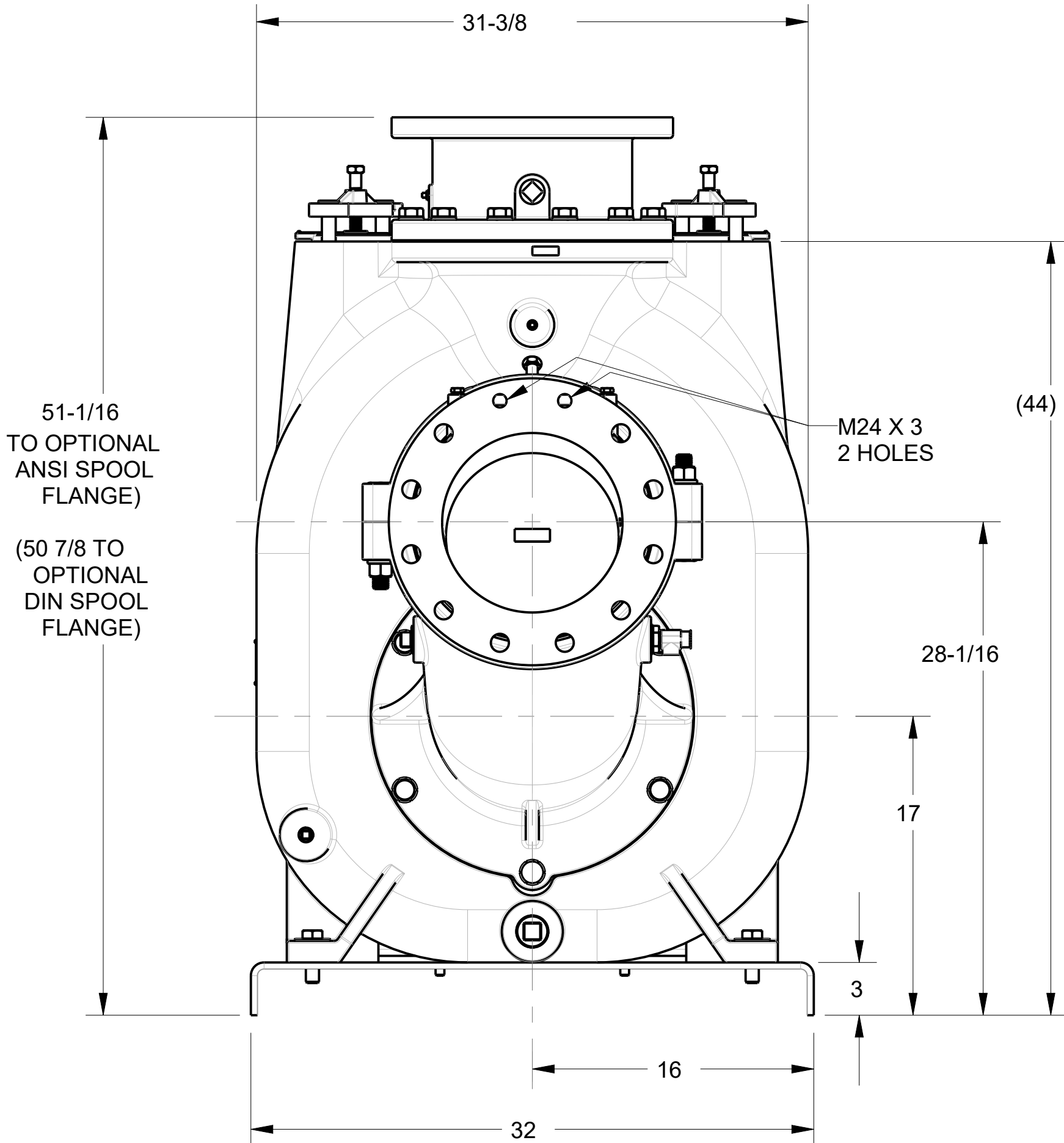
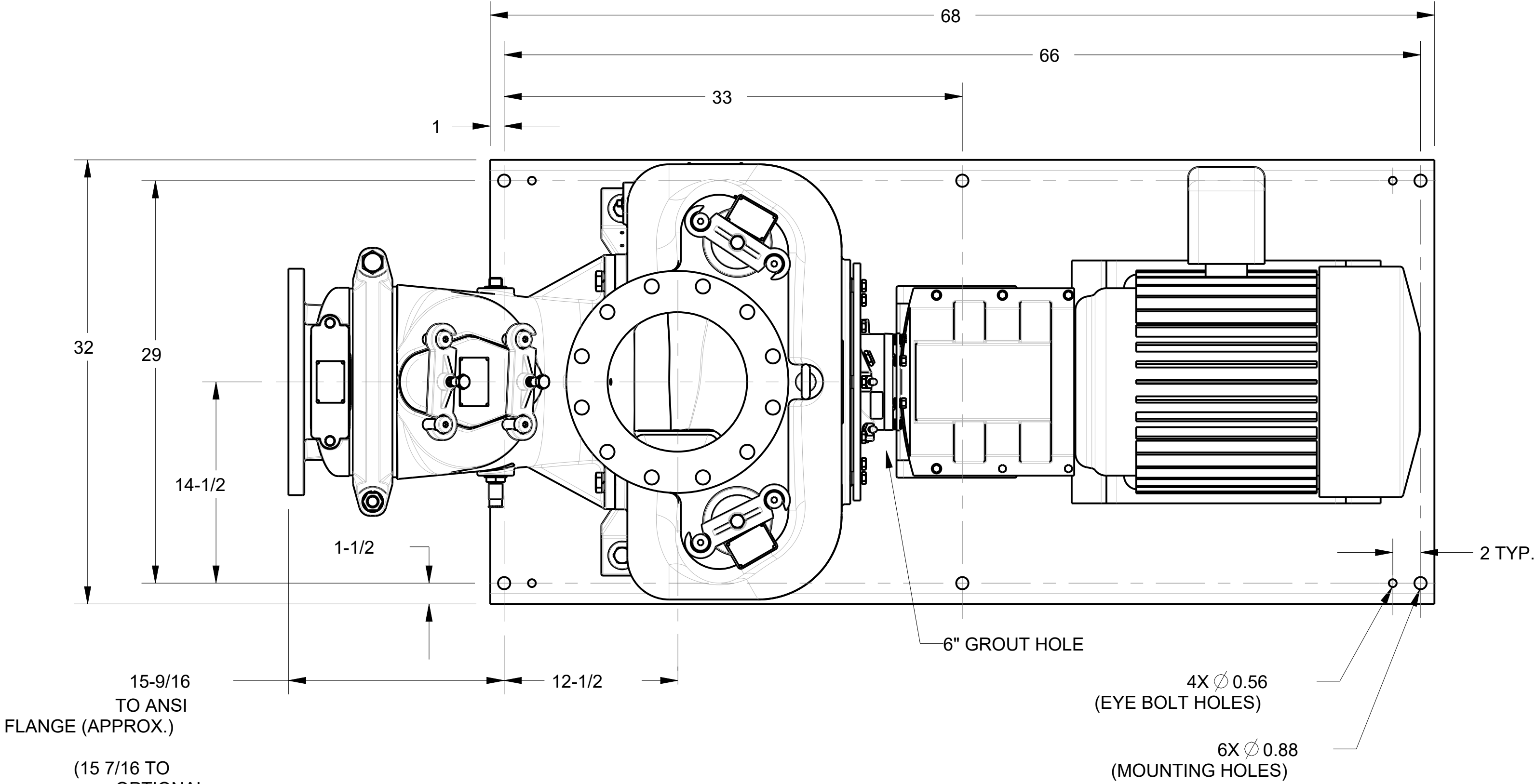




NOTES:

1. DIMENSIONS ARE NOT FOR INSTALLATION PURPOSES UNLESS CERTIFIED.
2. PUMP SIZE, MODEL AND SERIAL NUMBER MUST BE SPECIFIED WHEN ORDERING SPARE PARTS.

3 CLOCKWISE ROTATION WHEN VIEWED FROM SHAFT END.
CCW IS NOT AVAILABLE.



SECTION A-A

NO.	BY	DATE	CHKD	LCL EGN	INTL EGN	DESCRIPTION
0	JWN	05/08	JGS	57540		NEW DRAWING

NO.	BY	DATE	CHKD	LCL EGN	INTL EGN	DESCRIPTION

REFERENCE	DWG. NO.	DESCRIPTION

THIS DRAWING CONTAINS CONFIDENTIAL INFORMATION AND IS THE EXCLUSIVE PROPERTY OF TRILLIUM PUMPS USA SLC LLC. IT MAY NOT BE COPIED OR REPRODUCED IN ANY FORM WITHOUT THE EXPRESS WRITTEN AUTHORITY OF TRILLIUM PUMPS USA SLC LLC.		UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES	
MACHINED SURFACES		TOLERANCES	
125		X	± .06
		.XX	± .02
		.XXX	± .010
		FRACTIONAL	1/16
		ANGULAR	0° -30°
DRAWN BY	JWN	DATE	05/19/08
CHECKED	eng	DATE	05/19/08
APPROVED	eng	DATE	05/19/08

		WEMCO® ROTO-JET®	
GENERAL ARRANGEMENT 10" SELF PRIMING PUMP DIRECT CONNECT; 324-326T MTR. FRM WSP PUMPS			
CAD NO.	703302-1	SHEET 1 OF 3	PART NO.
SCALE	3/20	DWG NO.	703302
REVISION	0		

Trillium Pumps USA, Inc. ("Seller")
TERMS AND CONDITIONS OF SALE



1. SCOPE. These Terms and Conditions of Sale (these "Terms") apply to the sale of goods and ancillary services (collectively, "Goods") by Seller to its customer (the "Buyer"). These Terms are the only terms and conditions, oral or written, applying to the sale of Goods to Buyer except for additional terms consistent with these Terms regarding prices, quantities, and the description of the Goods as set forth in an order form accepted by Seller ("Order"). Seller expressly rejects any additions to or modifications of these Terms, or terms and conditions in Buyer's purchase Order(s). Buyer's assent to these Terms is conclusively established by Buyer's: (i) issuance or placement of a purchase Order or (ii) acceptance of any of the Goods covered by these Terms. Seller and Buyer may be referred to herein collectively as the "Parties" and individually as a "Party."

2. PRICE. Unless expressly provided otherwise in Seller's quotation, transportation charges, customs duties, insurance charges, packaging costs, consular fees, and any other similar charges are not included in the quotation or the sales price. Unless expressly provided otherwise in Seller's quotation, Buyer shall be responsible for all taxes (other than taxes based on the income of Seller), charges and assessments levied or imposed by any foreign governmental entity, or by any local, state, or federal governmental entity of the United States on the sale of the Goods. In the event Seller is required to pay any such tax, charge, or assessment, Buyer agrees to promptly reimburse Seller for said amount.

3. PAYMENT. Subject to credit approval, Buyer shall pay for the Goods in U.S. dollars thirty (30) days net from date of invoice. If, in Seller's sole judgment, the financial condition of Buyer at any time does not justify an extension of credit, Seller may require full or partial payment in advance of production or delivery. If requested by Seller, Buyer shall obtain a bond or irrevocable Letter of Credit to provide guarantees of payment to the Seller. If Buyer fails to timely pay its account when due, Seller and its parent, subsidiary, and affiliated companies, may set off against Buyer's, and its parent's, subsidiaries', and affiliated companies' account balance(s) declare all payments for completed Goods immediately due and payable, stop all performance with respect to the Goods until payments are brought current, and/or require advance payment for future shipments under the applicable Order, hold further Orders, charge late payment fees and interest on past due amounts, perfect its interest in the Goods and/or Buyer's property by filing the appropriate liens or other documents, and/or foreclose any and all applicable liens in an effort to secure payment from Buyer. All past due amounts shall bear interest at the lesser of 18% per annum (1.5% per month) or the maximum rate allowed by law from the date due until paid. The rights and remedies herein reserved to Seller shall be cumulative and in addition to all other rights and remedies available to Seller under applicable law.

4. DELIVERY. Unless expressly provided otherwise in Seller's quotation, the delivery, pricing, and terms of sale for Goods are Incoterms 2010 EXW Seller's place of manufacture. Title to the Goods transfers to Buyer upon Seller's receipt of payment in full. Risk of loss transfers to Buyer upon delivery. Seller's notification of readiness to ship from the place of manufacture shall constitute delivery to the Buyer for all purposes. Seller does not guarantee delivery on or before the delivery dates given. Specifically, time shall not be considered of the essence for any Order. In the event that Buyer does not accept delivery of conforming Goods when tendered, or if shipment is delayed pursuant to Buyer's instructions or for any reason beyond Seller's reasonable control, Buyer agrees that Seller may invoice Buyer and Buyer shall pay for all Goods tendered for delivery and shall pay all costs associated with Buyer's failure to accept conforming Goods, including without limitation, any storage or transportation costs. If Buyer has not paid Seller in full prior to any shipment of Goods hereunder, Seller shall be named as the loss payee on any insurance policy covering the Goods for the amounts due and owing to Seller.

5. CHANGE ORDERS, CANCELLATION, SUSPENSION, DELAY, TERMINATION.

(a) Change Orders. Cancellation, Suspension, Delay. Buyer or Seller shall be entitled to propose changes in the Goods, subject to agreement of the Parties. If such change impacts the scope, schedule, price, or other material term, then the Parties shall agree to such impacts, in writing (which may take the form of an email or other communication) ("Change Order"). Seller is entitled to proceed with its performance under the original scope of Goods until such Change Order is mutually agreed in writing, without regard to the impact to the Goods. In the event Buyer requests or causes a cancellation, suspension, or delay in any of the Goods, Buyer shall pay the Seller all appropriate charges, including but not limited to any cost, expenses, cancellation costs or charges or other commitments incurred or to be incurred by Seller up to the date of receipt of notice of such cancellation, suspension or delay, plus Seller's overhead and reasonable profit which will be calculated as shown in the table below:

Percentage of Order value to calculate charge	Last performance milestone achieved by date of notice of cancellation
15%	Prior to completion of submittals
30%	After submission of submittals
60%	Release to manufacturing
90%	Prior to start of factory testing
100%	After performance of factory testing

If shipment is delayed on account of Buyer, the purchase price shall be due and payable as if delivery had been made. Additionally, all charges related to storage, disposition, and/or resumption of Goods, at Seller's plant or elsewhere, shall be charged to the Buyer, and all risks thereto shall be assumed by Buyer. In no event shall suspension last longer than sixty (60) days. After sixty (60) days, Seller reserves the right to (i) terminate the Agreement or (ii) enter into good faith negotiations with Buyer to determine any additional costs to extend the suspension. Such costs include but are not limited to storage, maintenance, and escalation.

(b) Termination for Default. Either Party may terminate the Agreement and all work upon written notice if: (i) a Party breaches any provision of the Agreement and fails to cure such breach within five (5) days after being notified thereof; (ii) a Party becomes insolvent or enters into a voluntary or involuntary bankruptcy or receivership; or (iii) a Party makes an assignment for the benefit of creditors or consents to or acquiesces in the appointment of a receiver, liquidator, fiscal agent, or trustee. In the event of termination by Seller, in addition to any other remedies of Seller provided herein or by law, the Buyer shall remain responsible for all outstanding payments due and, in addition, shall pay the Seller for all cost, expenses, and commitments incurred by Seller up to the date of receipt of notice of such termination, plus Seller's overhead and reasonable profit to be calculated per the table above.

6. LIMITED WARRANTY.

(a) The Goods by Seller. Subject to the limitations contained herein and subject to the operation of the Goods in strict compliance with (i) the operating conditions specified by Buyer when the Order was placed and (ii) Seller's written operating and storage instructions, if any, Seller warrants Goods of its manufacture to be free from defective workmanship for a period of (i) (with respect to Goods) one (1) year after the Goods are first put into operation or eighteen (18) months after the date of shipment, whichever occurs earlier; or (ii) (for field services) the date of completion. Buyer shall notify Seller of any alleged defect within ten (10) days of its discovery. Verification of the alleged defect is required. Buyer may choose to have the alleged defect verified at the job or project site, at the Seller's authorized facility, or at Seller's factory. At the job or project site: Buyer must verify the defect by providing Seller with satisfactory evidence of the defect, including all relevant data and documentation needed to make an assessment. If a defect is confirmed, Seller will deliver replacement parts (or Goods), freight prepaid to the job or project site. At Seller's authorized facility/factory: Buyer must return allegedly defective parts or Goods for inspection, freight prepaid, to an

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authorized service center designated by Seller, or to Seller's factory. If the defect is confirmed, Seller will deliver repaired or replaced parts or Goods, freight prepaid, and reimburse the prepaid freight that Buyer paid to deliver the defective parts or Goods. In all instances above, repaired or replaced parts or Goods and re-performed services shall remain under warranty for the unexpired portion of the original warranty period, as warranty Goods shall not extend the warranty period. If Seller determines that a claim is not, in fact, covered by this warranty, Seller shall make available to Buyer its labor, repair, or replacement services at its then-standard rates. In addition to the above, Seller's obligation under this warranty is limited to, at Seller's sole option, either: (i) the repair or replacement of any Goods that prove to be defective upon inspection or the re-performance of any services found to be defective; or (ii) the issuance of credit to Buyer for that portion of the Goods found to be defective upon inspection. Seller does not warrant the repair or replacement of soft goods such as packing or gaskets. Unless otherwise agreed, Seller warrants that any replacement part(s) are made to specification of the original part(s) and does not take into account changes due to wear, corrosion, or damage done to valve bodies or other component parts. Seller's warranty does not cover any cost or expense incurred in gaining access to such defective Goods, making Goods available for repair, deinstalling, reinstalling, or packing the Goods, all of which shall be the sole responsibility of the Buyer. Buyer shall cover any cost or expense related to the transportation of the defective Goods to Seller, as detailed above, subject to reimbursement for prepaid freight as also set forth above. This warranty does not apply to any Good that has been repaired or altered by any person other than Seller or that has been subjected to misuse or neglect. Further, this warranty does not apply to parts or Goods that have been improperly stored, maintained, installed or operated. The above warranty shall constitute Buyer's exclusive remedy with respect to any Goods provided by Seller.

(b) BUYER EXPRESSLY WAIVES, AND SELLER EXPRESSLY DISCLAIMS, ANY AND ALL OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. ANY STATUTORY WARRANTIES THAT ARE INCONSISTENT WITH THE WARRANTY PROVIDED ABOVE ARE EXPRESSLY DISCLAIMED BY SELLER AND WAIVED BY BUYER. THE REMEDIAL OBLIGATIONS CONTAINED IN THIS SECTION 6(a) SHALL CONSTITUTE SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY WITH RESPECT TO THE GOODS AND THE ACTIVITIES INVOLVED IN SELLER'S PERFORMANCE, IRRESPECTIVE OF SELLER'S FAULT, NEGLIGENCE OR LIABILITY WITHOUT FAULT.

(c) Third-Party Products. Buyer acknowledges that the Goods purchased by Buyer under the Agreement may contain, be contained in, incorporated into, attached to, or packaged together with products manufactured by a third party ("Third-Party Products"). Third-Party Products are not covered by the warranty above. For the avoidance of doubt, Seller makes no representations or warranties with respect to any Third-Party Products, and Seller's sole liability, and Buyer's exclusive remedy, regarding Third-Party Products is limited to the assignment by Seller, where assignable, of manufacturer's warranties, if any. SELLER DOES NOT WARRANT AND EXPRESSLY DISCLAIMS, AND BUYER WAIVES, ANY WARRANTY OF ANY CHARACTER OR KIND RELATING TO THIRD-PARTY PRODUCTS. THE ASSIGNMENT OBLIGATIONS CONTAINED IN THIS SECTION 6(b) SHALL CONSTITUTE SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY WITH RESPECT TO THIRD-PARTY PRODUCTS.

7. CONFIDENTIALITY AND INTELLECTUAL PROPERTY.

(a) Any and all information, including all drawings, plans, designs, images, specifications and technical data ("Confidential Information") prepared, furnished or disclosed by Seller shall be considered confidential and shall not be divulged to any person, except to Buyer's authorized representative(s). Seller retains titles to all Confidential Information.

(b) Any inventions, patents, trademarks, copyrights, design rights and other intellectual property rights in and to Seller's Confidential Information and any other documents or information prepared, furnished or disclosed by Seller or arising from the execution of the Agreement ("Seller's Intellectual Property") remain the exclusive property of Seller. Seller grants Buyer a revocable, non-exclusive, non-transferrable license to use Seller's Intellectual Property to the extent necessary to enable Buyer to operate and maintain the Goods. Notwithstanding any other provision to the contrary in the Agreement, no license is granted to Buyer to copy or use any of Seller's Intellectual Property to make or have made spare parts for the Goods. The documentation referred to herein or as otherwise related to Seller's Intellectual Property shall not be disclosed to third parties without Seller's prior written consent.

8. LIMITATION OF LIABILITY.

(a) NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, SELLER SHALL NOT BE RESPONSIBLE OR HELD LIABLE TO BUYER OR THIRD-PARTY IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR WARRANTY, FOR SPECIAL, PUNITIVE, EXEMPLARY, DELAY, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFIT, LOSS OF PRODUCT OR BUSINESS INTERRUPTIONS OR OTHER SIMILAR DAMAGES (WHETHER SUCH DAMAGES ARE CHARACTERIZED AS DIRECT OR INDIRECT), REGARDLESS OF WHETHER SELLER WAS INFORMED OF THE POSSIBILITY OF SUCH, AND HOWEVER SAME MAY BE CAUSED, INCLUDING THE BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING SOLE NEGLIGENCE), OR STRICT LIABILITY OF SELLER.

(b) NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, THE MAXIMUM AGGREGATE LIABILITY, IF ANY, OF SELLER (WHETHER ARISING IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY, BREACH OF CONTRACT OR OTHERWISE) UNDER OR IN CONNECTION WITH THE AGREEMENT OR THE PERFORMANCE OF WORK SHALL BE LIMITED TO AN AMOUNT EQUIVALENT TO ONE HUNDRED PERCENT (100%) OF THE TOTAL PAYMENTS RECEIVED FOR THE APPLICABLE ORDER FROM WHICH THE CLAIM ARISES, AND BUYER HEREBY RELEASES SELLER FROM ALL FURTHER LIABILITY, LOSS, COST AND EXPENSE IN EXCESS OF SUCH AMOUNT HOWEVER SAME MAY BE CAUSED, INCLUDING THE BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING SOLE NEGLIGENCE), OR STRICT LIABILITY OF SELLER.

9. FORCE MAJEURE. Neither Party will be liable for any failure to perform its obligations under the Agreement if such performance has been delayed, interfered with or prevented by an event of Force Majeure. As used in this Section, "Force Majeure" means any circumstances whatsoever which are not within the reasonable control of the Party affected thereby, including without limitation an act of God, war, insurrection, riot, strike, lockout, or labor dispute, shortage of materials, pandemic, fire, explosion, flood, government requisition or allocation, embargo, boycott, order or act of civil or military authority, legislation, regulation or administrative rules (including without limitation any Executive Order issued by the President of the United States), or any inability to obtain or maintain any governmental permit or approval. The Party who declares Force Majeure will give prompt notice to the other Party of such declaration. If the performance of any obligation (except the obligation to pay amounts due) has been delayed, interfered with, or prevented by an event of Force Majeure, then the Party affected by such event will take such actions as are reasonably available to remove the event of Force Majeure or to mitigate the effect of such occurrence. If an event of Force Majeure occurs, the obligations of the Parties under this Agreement will be suspended during, but not longer than, the continuance of the event of Force Majeure. If such event (alone or extended by another event of Force Majeure) continues so that the obligations of the Parties remain suspended for a period of twenty (20) continuous days and, at the end of such period or at any time thereafter during which such suspension continues uninterrupted, any Party, in the exercise of reasonable judgment, concludes that there is no likelihood that the event of Force Majeure will be removed in the

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immediate future, then any Party may terminate this Agreement without further liability to the other Party by giving to the other Party five (5) days written notice of its intention to terminate.

10. COMPLIANCE WITH APPLICABLE LAWS. Buyer shall comply with all laws, regulations, and ordinances applicable to the transaction. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under the Agreement.

11. U.S. EXPORT COMPLIANCE.

(a) Buyer agrees to comply fully with all applicable laws and regulations of the United States pertaining to the export of any hardware, software, defense service, information, or technical data provided by, through, or with the cooperation of the Buyer in the performance of the Agreement, whether in the United States or abroad. The Agreement may involve information or items that are subject to the International Traffic in Arms Regulations (ITAR) or Export Administration Regulations (EAR), and that may not be released to Foreign Persons inside or outside the United States without the proper export authority.

(b) The ITAR defines a "Foreign Person" as any person who is not a lawful permanent resident as defined by 8 USC 1101(a)(20), or a protected individual as defined by 8 USC 1324b(a)(3). Foreign Person is also defined as a corporation, a business, an association, a partnership, or any other entity that is not incorporated or organized to do business in the United States and as international organizations, foreign governments, and any agency or subdivision of foreign governments (e.g., diplomatic missions).

(c) Buyer further agrees that it will not export or re-export, directly or indirectly, any hardware, software, defense service, information or technical data provided by, through, or with the cooperation of Seller, to any Foreign Person, including persons employed by or associated with, or under contract with, Buyer or Buyer's lower-tier suppliers without the prior written consent of Seller and without first obtaining any required export license or other approval.

(d) Buyer shall comply with the registration requirements of the ITAR at 22 CFR §122.1, as applicable.

(e) Buyer represents that neither Buyer nor any parent, subsidiary, or affiliate of Buyer is included on any of the restricted party lists maintained by the government of the United States. Buyer shall promptly notify Seller in writing if Buyer is, or becomes, listed in any Restricted or Denied Parties List or if Buyer's export privileges are otherwise denied, suspended, or revoked in whole or in part by any governmental authority.

(f) Buyer shall include paragraphs (a) through (f) or equivalent provisions in all lower tier subcontracts for any items that will be included in or delivered as goods to Buyer.

(g) Buyer shall indemnify and hold Seller harmless for all claims demands, damages, costs, fines, penalties, attorneys' fees, and other expenses arising or resulting from Buyer's failure to comply with this Article 11.

(h) Buyer shall complete and sign an End User Certificate before Buyer receives the product or services.

(i) In accordance with current U.S. government export rules, items made from Hastelloy C-22 alloy, Hastelloy C-276 alloy, and Inconel 718 alloy, forming part of any Order fall into the category of "dual-use" for which Seller is required to obtain an export license. If an Order includes a dual-use alloy, the Order will not be considered accepted until the U.S. government has issued an export license. Furthermore, the delivery schedule for any good requiring regulatory approval shall only begin once Seller has obtained such approval. If the U.S.

government denies an export license, the Order will be considered to have been terminated as a result of Force Majeure.

12. INSPECTION. Inspections and/or tests to be witnessed by Buyer or its designated representative(s) shall be specified at the time of the Order placement. If no specifications are specified, or if Buyer or its designated representative(s) does not arrive within the specified time, Seller may proceed with tests and/or shipment in accordance with Seller's standard practices. Should Buyer's inspector fail to arrive within the specified testing time, Seller does not assume costs for repeat testing or for disassembly for inspection purposes.

13. DRAWINGS AND PROCEDURES. Buyer shall promptly furnish Seller all data that has been reviewed by Buyer for full operations conditions, information, instructions, procedures, and drawings requisite to the execution of the Order requirements. Seller shall furnish Buyer the general arrangement or outline drawings only for the equipment, as are necessary. These documents shall be furnished in accordance with Order requirements. Where required, Buyer shall promptly return one (1) set of these documents marked with his/her approval. Approval delays can result in delayed fabrication, extended shipping dates, and increased costs to Buyer. For the avoidance of doubt and notwithstanding any other provisions in the Agreement, Seller shall not be required to provide to Buyer, and no license is granted under the Agreement to use shop or manufacturing drawings nor any of Seller's confidential manufacturing drawings, designs, in-house standards or know-how nor the confidential details of manufacturing practices, processes or operations belonging to Seller.

14. NUCLEAR. If Goods purchased by Buyer are to be installed in a nuclear facility, the terms, and conditions defined in Attachment "N" will supplement the Agreement.

15. GOVERNING LAW. The Agreement will be governed by and construed in accordance with the laws of the State where the applicable Seller facility from which the Goods were ordered is located (i.e., Seller's Deer Park, Texas facility, Seller's Salt Lake City, Utah facility, or Seller's Fresno, California facility), without giving effect to any choice of law or conflict provision or rule (whether of such State or any other jurisdiction) that would cause the laws of any other jurisdiction to be applied. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

16. SEVERABILITY. All terms contained herein are severable, and any provision of the Agreement held to be invalid, illegal, or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality, or unenforceability without affecting the validity, legality, and enforceability of the remaining provisions hereof or thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

17. ASSIGNMENT. Buyer may not assign the Agreement without the prior written approval of Seller. In the case of assignment, the assigning Party shall not be released from any of its liabilities or obligations arising under the Agreement prior to such assignment.

18. ENTIRE AGREEMENT. These Terms, together with the applicable Order constitute the entire agreement of the Parties (the "Agreement") as to the subject matter herein and therein and supersedes all prior oral or written agreements or representations. Buyer acknowledges that it has not relied on any representations other than those contained in the Agreement. The Agreement shall not be varied, supplemented, qualified, or interpreted by any prior course of dealing between the Parties or by any usage of trade and may only be amended by a written agreement executed by both Parties.