WATERSURPLUS
MANAGING THE WORLD'S WATER

## Watersurplus.com Quote

George Linngren
Blaine, City of
763-785-6137

Date: 01/15/2021
Quote Number: 20901258702
Quote Expires: 02/14/2021
Salesman: Jim Groose

| Manufacturer/Model/Description | Quantity | Quote Price | Item Total |
|---|---|---|---|
| MED4700003N<br>WaterSurplus - OxiPlus75<br>Catalytic Filter Media (115 lbs/cf, sold in 60 pound bags) | 1336 ea | $105.07 | $140,373.52 |
| TKP3250020N<br>D6018-29-072-01<br>LATERAL SCH 80 PVC 2.000 X 29.000 OAL, 0.020 SLOTS 3/16 SPACING 2 SIDED CUT | 238 ea | $71.65 | $17,052.70 |
| TKP3250021N<br>D6018-27-072-01<br>LATERAL SCH 80 PVC 2.000 X 20.000 OAL, 0.020 SLOTS 3/16 SPACING 2 SIDED CUT | 12 ea | $66.42 | $797.04 |
| MED2250017N<br>Garnet - #16 Garnet<br>Garnet #16 in 50 pound bags, 136 lbs. per cubic foot. | 380 cf | $18.00 | $6,840.00 |
| MED1130082N<br>Garnet - #8 Garnet<br>Garnet #8 in 50 pound bags, 150 lbs. per cubic foot. | 1096 ea | $18.00 | $19,728.00 |

Item Total: $184,791.29
Shipping: $10,575.00
Total: $195,366.29

**Lead time on OxiPlus75 is 2-3 weeks, lead time on garnet is 4-5 weeks, and lead time on filter laterals is 3-4 weeks.**

Payment Terms: Payment terms are FOB factory, net 30 days.

Freight Terms: Freight is FOB Factory and is for the media freight only. Freight for the laterals will be billed prepay and add via UPS. A total of 6 trucks is required.

Thank You,

Jim Groose
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## STANDARD TERMS AND CONDITIONS

Products and Services furnished by Surplus Management, Inc. (SMI) are sold only on the Terms and Conditions stated herein. Notwithstanding any terms and conditions on Customer's order, SMI's performance of any contract is expressly made conditional on Customer's agreement to SMI's Terms and Conditions of Sale unless otherwise specifically agreed to in writing by SMI. In the absence of such agreement, commencement of performance and/or shipment shall be only for Customer's convenience and shall not be deemed or construed to be acceptance of Customer's Terms and Conditions or any part thereof. If a contract is not previously formed by mutual written agreement, acceptance of any Product or Service shall be deemed acceptance of the Terms and Conditions stated herein. All contracts for the Sale of Products shall be construed under and governed by the law of the location of SMI at Rockford, Illinois, USA.

### Quotations and Prices

All quotations are subject to the Terms and Conditions stated herein as well as any additional Terms and Conditions that may appear on the face hereof. In the case of a conflict between the Terms and Conditions stated herein and those appearing on the face hereof, the latter shall control. SMI quotations and prices are subject to the following:

a.) All pricing is subject to change without notice.

b.) Unless otherwise stated in writing, all quotations expire thirty (30) days after date thereof and are subject to withdrawal, change or prior sale without notice. Further budgetary quotations and estimates are for preliminary information only and shall neither constitute offers, nor impose any obligation or liability upon SMI.

c.) Unless otherwise stated in writing, all prices quoted shall be exclusive of crating or packaging for shipment, transportation, insurance, taxes, license fees, customs fees, duties and other charges related thereto and shall be the responsibility of Customer. All prices quoted are F.O.B. Point of Shipment.

d.) Stenographic, typographical and clerical errors are subject to correction.

### Terms of Payment

Terms of Payment are net cash in United States Dollars prior to shipment, unless otherwise specified in writing. Where credit is granted, all payments shall be due in full thirty (30) days from the date of invoice. Past due balances shall be subject to a service charge of 1-1/2% per month (18% annually), but not more than the amounts allowed by law. Partial shipments will be invoiced as made and payments thereof are subject to the above terms. SMI may cancel or delay delivery of Products in the event Customer fails to make prompt payment therefore, or in the event of an arrearage in Customer's account with SMI.

### Assignments and Terminations

Any assignment by Customer of any contract hereupon without the express written consent of SMI is void. No order may be terminated by Customer except by mutual written agreement. Terminations by mutual agreement are subject to the following: a.) Customer will pay, at applicable contract prices, for all Products which are completely manufactured and allocable to Customer at the time of SMI's receipt of notice of termination.

b.) Customer will pay all costs, direct and indirect, which have been incurred by SMI with regard to Products which have not been completely manufactured at the time of SMI's receipt of notice of termination.

c.) Customer will pay a termination charge on all other determined costs and other charges. To reduce termination charges, SMI will divert completed parts, material or work-in-progress from terminated contracts to other Customers whenever, at SMI's sole discretion, it is practical to do so.

d.) A 25% restocking fee will be applied to returned items that are standard inventory items.

e.) Any custom products or systems will be at the sole discretion of SMI.

### Performance

SMI will make all reasonable effort to observe its dates indicated for performance. However, SMI will not be liable for failure to perform hereunder due to any contingency beyond its reasonable control, including, without limitation, acts of God, fires, flood, wars, riots, sabotage, accidents, labor disputes or shortages, government laws, regulations, ordinances or codes, inability to obtain material, material equipment or transportation and any similar or different contingencies. In no event, whether as a result of breach of contract or warranty or tort (including negligence), will any penalty clause of any kind be effective, nor will SMI be liable for any incidental or consequential damages including, but not limited to, damages for loss of revenue, cost of capital, claims of customers for service interruptions or failure of supply, and costs and expenses incurred in connection with labor, overhead, transportation installation or removal of products or substitute facilities or supply sources.

### Warranty

Used or Surplus Items - Customer shall have the right to inspect all items during normal business hours at the item's location prior to the time of shipment. The purchase of any used or surplus item is "as is" and "with all faults." The equipment or merchandise is sold as is and without warranty. SMI neither makes nor assumes any liability under any warranty, whether statutory, by operation of law or otherwise, including, but not limited to, implied warranties or merchantability and fitness for a particular purpose. SMI does not warrant that such equipment or merchandise conforms with any plans or specifications of Customer or others or meets any requirements of federal, state, or local laws, regulations or ordinances pertaining to safety or insurance requirements.

New Items - Where manufacturer's warranties exist, such warranties and all such Terms and Conditions thereof shall be passed to Customer. SMI neither makes nor assumes any liability under any warranty, whether statutory, by operation of law or otherwise, including, but not limited to, implied warranties or merchantability and fitness for a particular purpose. SMI does not warrant that such equipment or merchandise conforms with any plans or specifications of Customer or others or meets any requirements of federal, state, or local laws, regulations or ordinances pertaining to safety or insurance requirements.

### Customer's Responsibility and Indemnity

It shall be the Customer's responsibility to ensure that any equipment or item purchased from SMI is installed and operated in a proper and safe manner. Customer also acknowledges that it may have to install or change guards, safeties, warnings, or other components to ensure that the machine will conform to all laws, regulations, ordinances, codes, insurance requirements and industry standards. Customer agrees to defend, indemnify and hold harmless SMI from and against all suits, claims, costs and expenses, including, but not limited to, reasonable attorney's fees, for personal injury, death, or property damage arising from the purchase, ownership and use of the equipment or item purchased by the Customer, Customer's agent, employees or independent contractors.

### Damages and Liabilities

SMI's liability for damages shall not exceed the payment, if any, received by SMI for the unit of product or service furnished or to be furnished which is the subject of claim or dispute. Failure to give notice of claim within thirty (30) days from the date of delivery or the date fixed for delivery (in the case of non-delivery), shall

constitute a waiver by Customer of all claims in respect of such product or service. In no event will SMI be liable for incidental, consequential or special damages of any kind, however caused, arising out of, or in any way connected with, the product or service furnished by SMI to Customer.

If Customer should default in the performance of any obligations herein, then, in addition to any and all other rights or remedies SMI may have against Customer, Customer shall be liable to SMI for all court costs and attorney's fees incurred in enforcing the terms and provisions of this agreement.

**Disputes**

All disputes under any contract between SMI and Customer shall be submitted first to a mutually agreed, non-binding arbitration procedure for resolution. All disputes under any contract concerning Products, not otherwise resolved between SMI and Customer, shall be resolved in a court of competent jurisdiction for the location of SMI at Rockford, Illinois, USA, and no other place. Provided that, at SMI's sole discretion, such action may be heard in some other place designated by SMI, if necessary to acquire jurisdiction over third parties, so that the dispute can be resolved in one action. Customer hereby consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof. No action, regardless of form arising out of, or in any way connected with, the Products or Services furnished by SMI, may be brought by Customer more than one (1) year after the cause of action has occurred. If any part, provision or clause of the Terms and Conditions of Sale, or the application thereof to any person or circumstances, is held invalid, void or unenforceable, such holding shall not affect and shall leave valid all other parts, provisions, clauses or applications of the Terms and Conditions remaining, and to this end the Terms and Conditions shall be treated as severable.