

Quotation

27 Feb 2020

Indian River County
South County WWTF 2500 6th Avenue SW
Vero Beach, FL 32962

Quotation number: 1123806
Revision: Rev 1

Attn:

Project: Replacement SN 11DW08356-01 (Indian River County, FL)
Your reference:

We thank you for your above referenced inquiry, and are pleased to submit our quotation for your consideration.

Please see the next page for a summary of our offer. Full details can be found in subsequent pages.

Rev 1:
Complete Pump Packages Only. Qty 2.

We hope you find our quotation in line with your requirements. However, if you have any questions, please do not hesitate to contact us.

Sincerely,

Robert Haws
Trillium Pumps USA SLC LLC

Quotation Summary

27 Feb 2020

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Quotation number: 1123806
 Revision: Rev 1

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Project: Replacement SN 11DW08356-01 (Indian River County, FL)

Your reference:

The following is a price summary for this quotation. Please see item specific pages for more details.

Item number	Service	Size	Unit Price	Unit Freight	Qty	Extended Price
002: Complete Pump Package Replacement		4" Model C	\$ 21,375	\$ 946	2	\$ 44,642
Grand Total						\$ 44,642

PUMP FEATURES: All Trillium Pumps USA SLC LLC are designed to reduce maintenance costs through greater pump reliability and improved mean time between failure.

SCOPE OF SUPPLY: Only that material detailed in this quotation is being offered. No assumptions should be made that anything not specifically specified is included.

QUALITY STANDARDS: Trillium Pumps USA SLC LLC is an ISO 9001:2015 certified plant.

VALIDITY: This offer is valid for 60 days from date issued. Quoted prices will be held firm through shipment if order is released for manufacture within 60 days from order entry date.

PRICE: Price quoted is for all items purchased at one time. In the event of a partial order, we will review and adjust accordingly.

SHIPMENT: Approximately 12-14 weeks after receipt of approved purchase order and/or final approval of submittal and drawings.

START-UP: Not included.

TERMS AND CONDITIONS: This quotation is conditioned on Buyer's acceptance of the Seller's General Terms and Conditions of Sale (attached hereto as GSD-30, Rev 10.2019) and Seller's Warranty (attached hereto as GSD-31, Rev 10.2019). Any modification to these terms and conditions may result in a price and/or delivery impact.

PAYMENT TERMS: 100% Net 30 days (subject to credit approval). Purchase orders must be made out to Trillium Pumps USA SLC LLC.

Customer Price Sheet

Customer	Indian River County	Size / Stages	4" Model C / 1
Item number	002: Complete Pump Package Replacement	Pump speed	630 rpm
Customer reference		Quote number	1123806

Totals

Grand Total	\$ 44,642	Lead Time Total	N/A
Pump	\$ 44,642	Total unit weight	1,510.0 lb

Pump

Qty	Description	Unit Price	Extended Price
2	<p><i>4" Model C</i></p> <p>General Pump Options</p> <p>Pump Options</p> <ul style="list-style-type: none"> Clockwise rotation (CW) Steel pump hardware <p>Bearing lubrication</p> <ul style="list-style-type: none"> Oil lubricated bearings Nitrile elastomers <p>Case Assembly</p> <ul style="list-style-type: none"> 4x4 Case Vertical Top High chrome case (650+ BHN hardness) No case vent & drain Standard suction connection <p>Rotating Assembly</p> <p>Rotating Assembly</p> <ul style="list-style-type: none"> High chrome impeller (650+ BHN hardness) Static balance Steel shaft Steel impeller bolt <p>Pump Sealing</p> <p>Pump sealing</p> <ul style="list-style-type: none"> Seal Type: Packing Acrylic/graphite packing 416 SST shaft sleeve Cast iron gland housing/backplate Bronze gland <p>Driver</p> <p>Motors</p> <ul style="list-style-type: none"> WSP Supplied Motor: WSP Supplied Motor 10HP 215T 1800RPM Premium Efficiency TEFC Horizontal motor 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. Motor manufacturer - WSP Standard <p>Motor options</p> <ul style="list-style-type: none"> F-2 Conduit Box <p>Baseplate and Drive</p> <ul style="list-style-type: none"> Belt Drive Baseplate - Side Mount Steel Baseplate WSP Standard Baseplate Design Steel Baseplate Hardware 	<p>\$ 22,321</p>	<p>\$ 44,642</p>

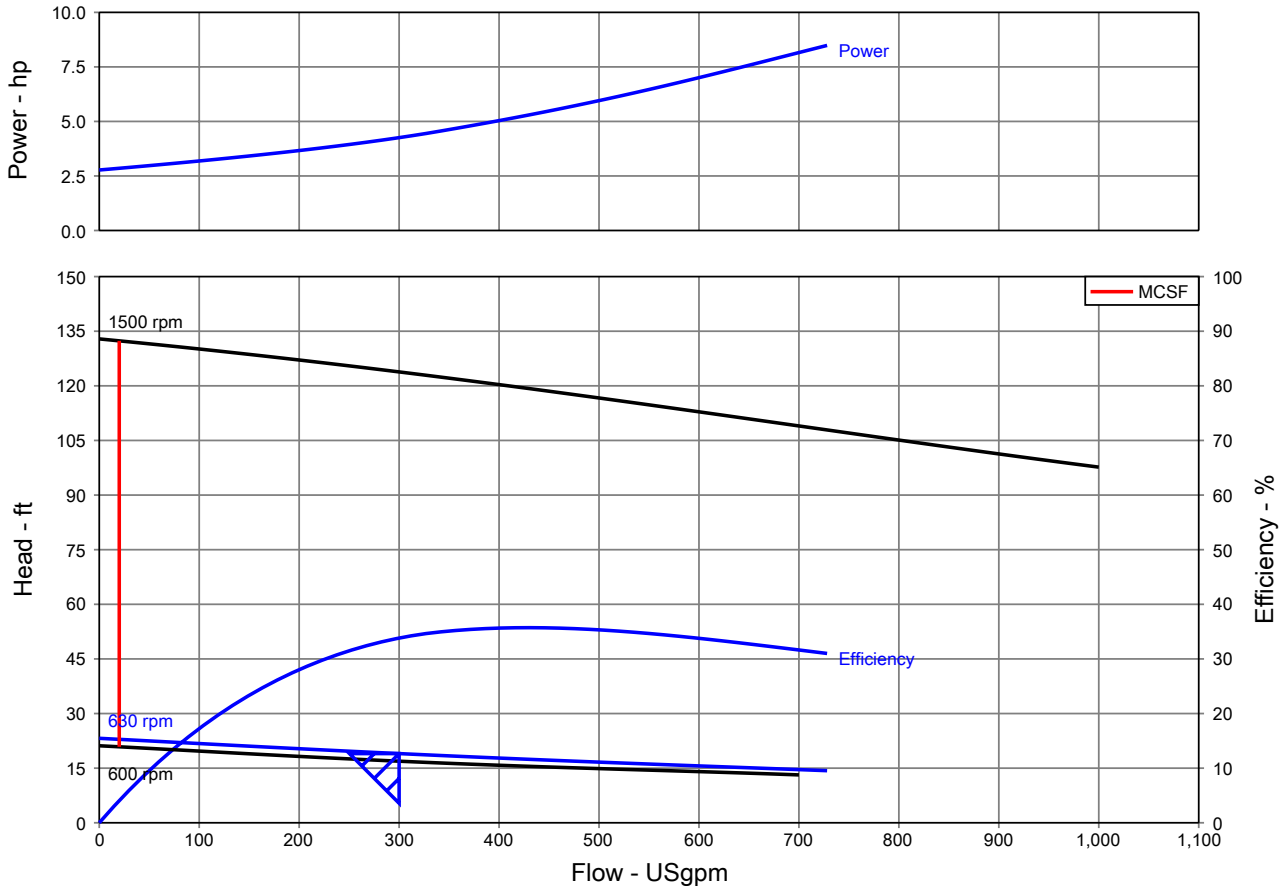
Pump

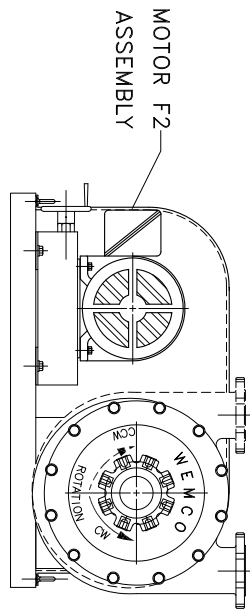
Qty	Description	Unit Price	Extended Price
	Fiberglass/Polyethylene Guards Right Hand Side Mount Motor Belts and Sheaves Variable Speed Belts and Sheaves - Stationary Control Protective Coatings Paint type Epoxy 2 Coat Paint - Blue (Prime and Top Coat) Unless otherwise noted all motors will receive top coat only of specified paint Packing & Shipping Shipping No Boxing WSP Decision Carrier Freight Rates Freight Rates - Florida: Florida Material Testing Material Testing No Hardness Testing No Non-Destructive Testing Testing Testing No Testing Estimated Weights Bareshaft Pump: 890.0 lb Baseplate: 440.0 lb Driver: 180.0 lb Misc. Weight: 0.00 lb Misc. Weight: 0.00 lb Misc. Weight: 0.00 lb Total Per Unit Weight: 1,510.0 lb		

Pump Performance Datasheet

Customer	: Indian River County	Quote number	: 1123806
Customer reference	:	Size	: 4" Model C
Item number	: 002: Complete Pump Package Replacement	Stages	: 1
Service	:	Based on curve number	: 4C_P10C-D56
Quantity	: 2	Date last saved	: 27 Feb 2020 11:34 AM

Operating Conditions		Liquid	
Flow, rated	: 300.0 USgpm	Liquid type	: User defined
Differential head / pressure, rated (requested)	: 19.00 ft	Additional liquid description	:
Differential head / pressure, rated (actual)	: 19.14 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
Frequency	: 60 Hz	Fluid density, rated / max	: 1.000 / 1.000 SG
Performance		Viscosity, rated	: 1.00 cP
Speed, rated	: 630 rpm	Vapor pressure, rated	: 0.00 psi.a
Speed, maximum	: 1500 rpm	Material	
Speed, minimum	: 600 rpm	Material selected	: Standard
Efficiency	: 33.82 %	Pressure Data	
NPSH required / margin required	: - / 0.00 ft	Maximum working pressure	: 10.04 psi.g
Ns (imp. eye flow) / Nss (imp. eye flow)	: 1,830 / - US Units	Maximum allowable working pressure	: 85.00 psi.g
MCSF	: 20.00 USgpm	Maximum allowable suction pressure	: N/A
Head maximum, rated speed	: 23.20 ft	Hydrostatic test pressure	: N/A
Head rise to shutoff	: 22.09 %	Driver & Power Data (@Max density)	
Flow, best eff. point	: 428.9 USgpm	Driver sizing specification	: Rated power
Flow ratio, rated / BEP	: 69.94 %	Margin over specification	: 0.08 %
Speed ratio (rated / max)	: 42.00 %	Service factor	: 1.00
Head ratio (rated speed / max speed)	: 15.35 %	Power, hydraulic	: 1.44 hp
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00	Power, rated	: 4.26 hp
Selection status	: Acceptable	Power, maximum, rated diameter	: 8.49 hp
		Minimum recommended motor rating	: 5.00 hp / 3.73 kW



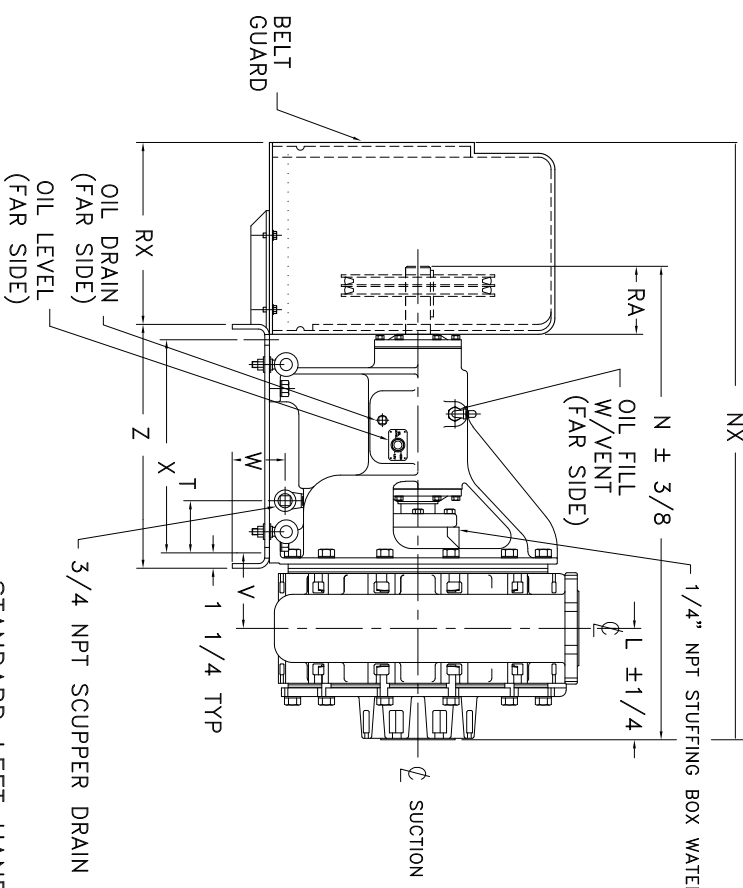


OPTIONAL RIGHT HAND MOTOR MOUNT

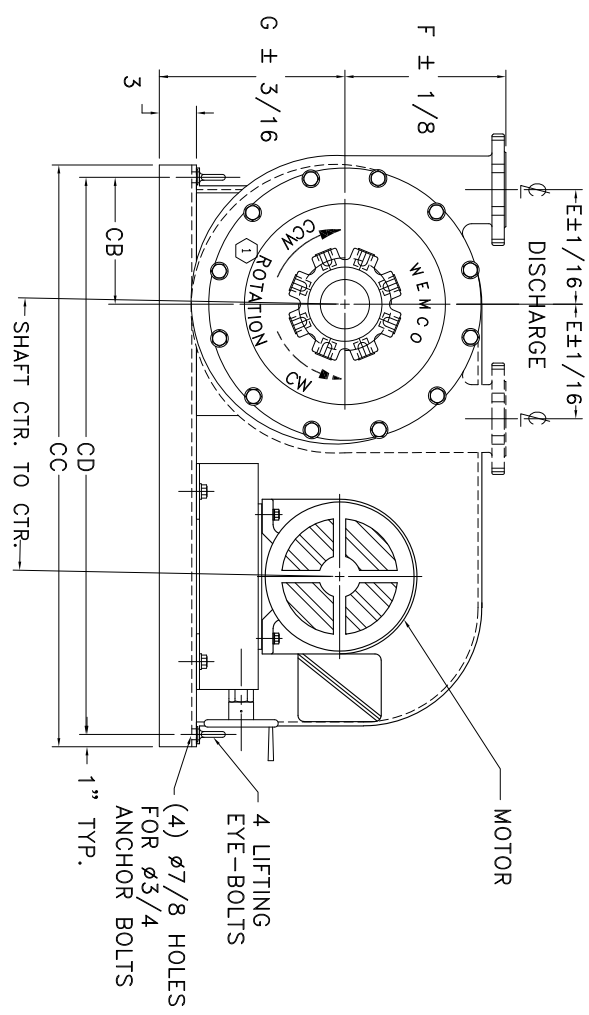
PUMP SIZED BY: SUCTION X DISCHARGE / ALL DIMS. IN INCHES

PUMP SIZE	MOTOR FRAME	E	F	G	L	N	NX	V	X	Z	CB	CC	CD	RA	RX	SHAFT CTR.-TO-CTR.	T	W
4X4 OR 5X4	182T -	9 1/4	13	15	9	38 3/16	48 1/2	5 3/4	17 1/2	20	10 1/4	47	45	5 1/2	15	18 1/8 - 23	4	4 1/16
	286T -																	
6X4	182T -	9 1/4	13	15	12	41 3/16	51 1/2	5 3/4	17 1/2	20	10 1/4	47	45	5 1/2	15	18 1/8 - 23	4	4 1/16
	286T -																	

- NOTES:
- 1 PUMP AS SHOWN IS AS VIEWED FROM SUCTION END. DESIGNATED ROTATION AND MOTOR LOCATION IS AS VIEWED FROM SHAFT END.
 - 2 SUCTION AND DISCHARGE FLANGES MATE WITH STD. 150 LB. ANSI FLANGES.
 - 3 DIMENSIONS ARE NOT FOR INSTALLATION PURPOSES UNLESS CERTIFIED.



STANDARD LEFT HAND MOTOR MOUNT
VERTICAL UP DISCHARGE



THIS DRAWING CONTAINS CONFIDENTIAL INFORMATION AND IS THE EXCLUSIVE PROPERTY OF WEMCO CORPORATION. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT THE EXPRESS WRITTEN PERMISSION OF WEMCO CORPORATION.

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES. TOLERANCES: X ± .06, XX ± .03, FRACTIONS ± 1/16, ANGLES ± .5°.

GENERAL ARRANGEMENT SIDE MOTOR MOUNT WEMCO TORQUE-FLOW PUMP

TRILUM ROTO-JET

DATE: 7-6-93, 1-12-94, 1-18-94

Doc No. 78213-1, SHEET 1 OF 3, Code No. 405/JAA, 320

78213

NO.	REV.	DATE	CHG'D	LC. EN.	NRT. EN.	DESCRIPTION
1	CLM	4/31/89				ADDED NOTE 3 TO SHEET 3, AD BX4 TO TAB
2	CLM	4/30/93				REVISED NOTES ON SHEET 3
3	MO	5/28/10				ADDED PART NUMBERS TO BOM



Trillium Pumps USA SLC LLC (Seller) GENERAL TERMS and CONDITIONS of SALE

1. **SCOPE:** Unless otherwise agreed in writing, Seller's Acceptance of Buyer's purchase order is conditioned upon Buyer accepting these terms and conditions. Seller shall produce and vend its equipment in accordance with the following provisions.

Seller's Scope of Supply shall be limited to supplying those Goods (i) listed in Buyer's Purchase Order, and (ii) tendered in Seller's Proposal and (iii) described (including deviations/exceptions) in its Approved Submittals. Goods so supplied shall be accepted as fulfilling Seller's obligation to Buyer to supply Goods under Buyer's Purchase Order.

Seller shall supply only those safety devices, if any, described in the order or in its proposal and drawings, and shall comply with those provisions of the federal Occupational Health and Safety Act of 1970. Purchase and Seller shall have identified safety device items as specifically applicable to the manufacture of the goods.

2. **PRICES:** All prices are based on an Ex-Works shipping term. Prices do not include any federal, state, or local sales, use, or other taxes. Taxes may be added to the price.
3. **PAYMENT TERMS:** Unless otherwise agreed, all invoices are due and payable in full, net-30 days from the date of shipment or notification of readiness to ship, whichever occurs first. Credit terms are subject to Buyer's creditworthiness, which shall be determined solely by Seller.

Late payments shall be charged interest at the rate of 1.5% per month or the highest rate allowable under law, whichever is less. Buyer shall pay the full amount due, regardless of any payment schedule between Buyer and its customer.

If Buyer is in default of any payment Seller may offset any monies of Buyer available to Seller or in Seller's possession; declare all payments for completed work immediately due and payable; stop all further work until payments are brought current, and/or require advance payment for future shipments.

4. **SECURITY INTEREST:** To the extent allowable under applicable law, Seller retains a security interest in, and right of repossession, to the goods until Purchase has paid in full. Buyer will not encumber, nor permit others to encumber, the goods by any liens or security instruments. In the event legal action is necessary to enforce Buyer's obligations under any order, Seller shall be entitled to recover its court costs and reasonable attorney's fees if it prevails. Buyer shall provide insurance for Seller's benefit to protect Seller's interest against loss or damage until the goods are fully paid for.
5. **SHIPMENTS, TRANSFER OF TITLE/RISK, AND DELIVERY SCHEDULE:** Unless otherwise agreed in the order, shipment shall be EXW (Incoterms 2010). Title to goods shall pass upon payment in full. Risk shall transfer upon delivery. Buyer and Seller shall mutually establish the equipment ship date(s) and understand that these may change as required by construction and manufacturing schedules, and any requested change in schedules shall require Seller's agreement. Buyer must provide Seller all necessary information and instructions regarding its requested delivery schedule, including any required drawing approvals, and Seller shall use reasonable efforts to meet the shipment dates in the order. However, any such dates are estimates only and are neither guaranteed nor a term of this agreement. Seller shall have no liability to Buyer or its customer for any damages, whether direct or indirect, for any delay in shipment or delivery, regardless of the severity of the delay.
6. **TERMINATION:** In the event Buyer elects to terminate this agreement for its convenience, Buyer shall pay Seller all amounts properly due for the goods and/or services provided before the date of termination plus (i) any costs and expenses actually incurred or irrevocably committed to in good faith related to any goods and/or services not yet provided under the purchase order and (ii) any costs, losses, and expenses actually incurred directly resulting from the termination.
7. **DELAYS AND SUSPENSION:** If Buyer requests a suspension, or delays Seller's work, Buyer shall pay Seller all reasonable and necessary costs incurred due to the suspension or delay, including storage, demobilization and re-mobilization costs, plus Seller's overhead and reasonable profit, incurred as a result of the suspension and, if the suspension or delay continues for more than 30 days, Buyer shall make an interim payment for work completed. Additionally, all charges and risks for storage, disposition, and/or resumption of work shall be borne solely by Buyer.
8. **STORAGE:** In the event Buyer requires storage of equipment after completion of Work, and prior to shipment, Buyer agrees to the terms of Seller's "Bill and Hold Agreement", and shall pay the storage charges up to a maximum of one-and-a-half percent (1.5%) of the Purchase Order value per month of storage.

9. **TEST REPORTS:** If applicable, Buyer shall obtain the project engineer's approval of test reports within two weeks from submission. In no instance, however, shall delay approval be grounds to withhold payment for completed work or delay shipment of the goods. In the event Buyer requires an extension of time to receive approval, the provisions of sections 7 and 8 shall apply.
10. **FORCE MAJEURE:** Seller shall not be liable to Buyer nor be deemed to have defaulted under or breached this agreement for Seller's delay in fulfilling any of its obligations under this agreement if such delay is caused by events beyond its reasonable control (Force Majeure). Seller shall give Buyer notice within a reasonable time of the Force Majeure event and shall use reasonable efforts to end the delay and minimize the effects of Force Majeure. Should there ever be any time of performance, it shall be automatically extended for a time period equal to the period of Force Majeure and its consequences.
11. **WARRANTY:** In accordance with its Limited Warranty (GSD-31), Seller warrants its products to be free from defects in materials and workmanship when operated under the normal conditions for which the products were designed. Seller makes no other warranties, express or implied through GSD-31, and disclaims all implied warranties including, without limitation, any warranty of fitness for a particular purpose, merchantability, and any implied warranty that could arise from course of dealing or usage of trade. Seller also disclaims all statutory warranties.
12. **PATENTS AND INTELLECTUAL PROPERTY:** Buyer agrees that it shall indemnify the Seller against all claims, demands, damages, penalties, costs and expenses to which the Seller may become liable by reason of any infringement or alleged infringement of a patent or patents arising out of performance of this order if the equipment is constructed in accordance with Buyer's detailed drawings or designs submitted to Seller.

All devices, processes, confidential information, designs (including drawings, plans and specifications), inventions (whether patented or not), ideas, concepts, equipment, technology, improvements, estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights in and to Seller's property and improvements thereof, ("Seller's Intellectual Property"), shall remain exclusively owned by Seller. Seller grants Buyer a revocable, non-exclusive, non-transferable license to use any such material solely for Buyer's and Owner's operation and maintenance of the goods and services. Such license shall exclude the right to reproduce, have reproduced, or sell such intellectual property. Buyer shall not disclose any such material to third parties (other than the Owner) without Seller's prior written consent.

13. **LIMITATION OF LIABILITY:** NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT TO THE CONTRARY, SELLER SHALL NOT BE LIABLE, WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS INTENDED OR ESSENTIAL PURPOSES, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY, OR ANY OTHER LEGAL THEORY FOR LOSS OF USE, REVENUE, SAVINGS, OR PROFIT; COSTS OF CAPITAL; SUBSTITUTE USE OR PERFORMANCE, INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; CLAIMS BY BUYER FOR DAMAGES OF BUYER'S CUSTOMERS; OR ANY OTHER LOSSES OR COSTS OF SIMILAR TYPE. "Consequential Damages" shall mean loss or deferral of production, loss of product, loss of use, exclusion, and loss of revenue, profit or anticipated profit, cost of capital, overhead, cost of substitute products or services, downtime costs, increased cost of working, loss of contract or business interruption, facility, vessel or rig downtime, costs related to cleanup, removal, release or response to any hazardous material, inability to use property and equipment, losses resulting from failure to meet other contractual commitments, claims of a party's customers for any of the foregoing, and special, incidental, punitive, and speculative damages, as well as indirect losses or damages of any type no matter how characterized.

SELLER'S AGGREGATE LIABILITY TO BUYER FOR ALL CLAIMS ARISING OUT OF OR RELATED TO GOODS SOLD OR SERVICES PROVIDED OR OTHERWISE RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, SHALL NOT EXCEED FIFTY PERCENT (50%) OF THE TOTAL VALUE OF THE ORDER UNDER WHICH THE CLAIM AROSE. THE FOREGOING LIMITATION SHALL APPLY EVEN IF THE BUYER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

14. **CHANGES AND BACK CHARGES:** Seller shall not be obligated to make any changes in or additions to the scope of the work unless Seller and Buyer first agree in writing to the details of the change and any resulting price, schedule, or other contractual modifications. Any change to any law, rule, regulation, order, code, standard, or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.

Buyer agrees not to return goods or back charges for labor, materials, or other costs incurred in modification, adjustment, service, or repair of goods unless previously approved in writing by an authorized agent of Seller.

15. **CHANGES IN DESIGN:** Upon written notification to Buyer, Seller may modify the design and construction of the goods in order to incorporate improvements or to substitute material equal, or superior, to that originally specified. No charge shall be made to the Buyer for modifications made at Seller's option.
16. **DUAL USE ITEMS:** 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 start once Seller has obtained such approval. If the government denies an export license the order will be considered to have been terminated by Force Majeure.

17. **PROPRIETARY INFORMATION:** All information furnished by Seller is solely for Buyer's use in connection with the maintenance and operation of the goods and shall not be disclosed to any third party without Seller's prior, written consent.
18. **GOVERNING LAW:** This agreement shall be interpreted in accordance with the laws of the State of Utah, U.S.A., without regard to its conflicts of laws rules. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. Buyer shall irrevocably and unconditionally consent to, and submit themselves to, the exclusive jurisdiction of the state or federal courts of Sale Lake County, Utah, as the exclusive jurisdiction and venue for the resolution of conflicts arising from or pursuant to this agreement.
19. **INDEMNITY:** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action, or liability incurred by Buyer as a result of third party claims for personal injury, death, or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying seller of any claim, and (b) providing reasonable cooperation in defense of any claim.
20. **U.S. EXPORT COMPLIANCE:** Furthermore, as Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal, and the usage of the goods provided under the order, including any export license requirements. Buyer agrees that such goods shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in such a manner that will result in non-compliance of such applicable export laws and regulations. It shall be a condition of Seller's continuing performance of its obligations that compliance with such export laws and regulations be maintained at all times. The buyer agrees to comply with all applicable export laws and regulations of the U.S. Commerce, Treasury, State and Defense Departments, or other agencies regulating exports from the United States. Buyer agrees it will not export, re-export, or permit the re-export of any Seller good to an ultimate destination of restricted and/or embargoed country listed by the Departments of State, Treasury, Commerce, Defense, and/or individuals on the Directorate of Defense Trade Controls' Debarred List and Nonproliferation Sanction List, Bureau of Industry and Security's Denied Person's List, Entity List and Unverified List, and the Office of Foreign Assets Control's Specially Designated Nations List or any other U.S. government list; nor will Buyer's Customer export, re-export, or permit the re-export of any Seller good for nay prohibited uses under the U.S. export laws.

To the extent that Buyer subcontracts its services or utilized agents or third-parties with respect to the provision of the Services to Seller, Purchase shall incorporate the obligations of this provision with respect to export compliance into its respective subcontracts and agreements with such sub-contracted agents and third-parties. All contracts entered into by Buyer with agents, affiliates, or third-parties must also include a specific requirement to comply with all laws and regulations (including U.S. export laws).

BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

21. **ENTIRE AGREEMENT:** This proposal expresses the entire agreement between the parties hereto and supersedes any previous communications, representations, or agreements, whether oral or written, and is not subject to modification except in writing, signed by an authorized officer of each party.



Trillium Pumps USA SLC LLC (Seller)

LIMITED WARRANTY

COVERAGE: Seller warrants its products to be free from defects in materials and workmanship when operated under the normal conditions for which the products were designed.

WARRANTY PERIOD: This warranty covers a period of twelve (12) months from the date product was placed into service, or eighteen (18) months from the date of shipment, whichever occurs first.

REMEDIES: If the product fails due to defective materials or workmanship within the warranty period, Trillium's sole obligation after verification of the defect, shall be, at its discretion, the repair or replacement of the product. **THIS PARAGRAPH PROVIDES THE EXCLUSIVE REMEDIES FOR ALL CLAIMS BASED ON FAILURE OF OR DEFECT IN A PRODUCT, WHETHER THE FAILURE OR DEFECT ARISES BEFORE, DURING, OR AFTER THE APPLICABLE WARRANTY PERIOD AND WHETHER A CLAIM, HOWEVER DESCRIBED, IS BASED ON CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND IS SUBJECT TO ALL LIMITATIONS OF LIABILITY FOUND HERE OR ELSEWHERE IN THE TERMS AND CONDITIONS.**

OWNER'S OBLIGATIONS: Owner shall notify Seller of a defect within ten (10) days of its discovery. At the Owner's expense, the defect may be verified at Owner's site, at Seller's authorized facility, or by returning the product to Seller's factory.

EXCLUSIONS: This warranty does not apply to consumable items that are normally replaced during maintenance; and defects resulting from improper installation, operation, maintenance, storage, neglect, or accident. This warranty does not cover any expense for repairs or alterations performed outside Seller's factory without Seller's prior authorization. Equipment and accessories not manufactured by Seller are warranted only by the original manufacturer's warranty. Seller shall not be liable for costs of removal, transportation, or reinstallation of products. Seller shall not be liable for any consequential, special, incidental, or indirect damages or delays resulting from or related to defective products.

SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND ANY IMPLIED WARRANTY THAT COULD ARISE FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER ALSO DISCLAIMS ALL STATUTORY WARRANTIES.