



# QUOTE

QUOTE NO. 042517b rev3

DATE: 08.10.17

Kruger  
 1500 Garner Road  
 Raleigh, North Carolina 27610 USA  
 PHONE 888-578-4378 FAX 919-661-4568  
 EMAIL: usmunicipalsupport@veolia.com

EXPIRATION DATE: 09.10.17  
*This quote is valid for 30 days*

To Kevin Gibson  
 Indian River County Utilities  
 Central WWTP  
 3550 49th Street  
 Vero Beach, FL 32967  
 Ph 772.770.5244  
 kgibson@ircgov.com

FROM: Tony Cook  
 Customer Solutions Manager  
 Southeast Region  
[tony.cook@veolia.com](mailto:tony.cook@veolia.com)  
 CELL 919-931-9044

SALESPERSON	JOB	PAYMENT TERMS	DELIVERY TERMS	DELIVERY SCHEDULE
AAC	IRC Central WWTP	Net 30 Days	F.O.B. Prepaid & Add Destination	1 in stock

QTY	PART NUMBER AND DESCRIPTION	UNIT PRICE	LINE TOTAL
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**\* NOTE: The attached Kruger Quotation is for Parts Only. The pricing is expressly contingent upon the items in this quotation & are subject to Kruger Standard Terms of Sale for Parts Orders as detailed herein. No add'l terms contained within Owner's and/or Engineer's Plans & Specifications shall apply to nor become a part of this Quote.**

1	VWS# CMSPGU201301 - UM250 gearbox with DS-250 coupling. Right hand orientation. Motor not included. Component of Kruger Rotor Drive System.		\$33,877.65
1	Gearbox alignment verification post installation by factory authorized representative. Required to validate 1 year warranty. Kruger to provide verification services only. The equipment must be properly aligned before Kruger's arrival. If alignment verification fails the test, the Kruger technician can either wait while your team corrects the alignment or reschedule a second trip.  <i>Field Service to include one (1) Field Engineer to perform a post installation alignment verification. If additional time is needed it will be added to the per unit price hourly rate, see attached contract specifications for details. Inclusive of (1) one, (8) eight hour days onsite and travel expenses.</i>  *CONFIDENTIAL, Not to be shared with a third party*	\$165/hr plus travel expenses	Estimated \$1,500.00

ESTIMATED SUBTOTAL \$35,377.65

LESS 15% DISCOUNT Included

PROCESSING FEE WAIVED

FREIGHT \$350.00

SALES TAX IF APPLICABLE

ESTIMATED TOTAL \$35,727.65

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

PRICES QUOTED ABOVE DO NOT INCLUDE SHIPPING, BROKERAGE, CUSTOMS DUTIES & FEES, START UP SERVICES, APPLICABLE TAXES.

MINIMUM ORDER \$50.00.

Quotation prepared by: Tony Cook

To accept, sign here and return\*: \_\_\_\_\_

PLEASE NOTE:  
A signed Quotation is required to process order. If you submit a PO, please reference Kruger's Quotation number to process order.

THANK YOU FOR YOUR BUSINESS!

**Kruger – Standard Terms of Sale – Aftermarket Service (Rev. 1/4/2010) FOLLOWS**

**KRUGER - STANDARD TERMS OF SALE - AFTERMARKET SERVICE** (REV. 1/4/2010)

**1. APPLICABLE TERMS.** These terms govern the purchase and sale of the goods and related services, if any (the "Goods"), referred to in Customer's purchase order or Seller's quotation, proposal or order acknowledgment, as the case may be. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Customer's assent to these terms. Seller rejects all additional or different terms in any of Customer's forms or documents. If Customer submits a form with contrary terms or conditions, such order shall be considered as confirmation only and in no way amend, prevail over, supplement, or supersede any provision herein.

**2. PAYMENTS.** Unless otherwise agreed to by Seller in writing, all amounts payable hereunder shall be due to Seller within thirty (30) days of invoice date. Late payments shall bear interest at the rate of 18% per annum or the highest rate permitted by law; whichever is less. All prices are exclusive of and Customer shall pay all expenses including insurance, freight, carriage, and warehousing unless otherwise agreed in writing by Seller.

**3. TAXES AND PRICING.** All prices quoted are subject to change without notice and are exclusive of taxes. Customer shall pay all taxes resulting from transactions, including without limitation occupation, property, ad valorem, excise, sales, or use tax, but excluding any taxes based on the income of Seller. The purchase price, including applicable taxes, shall be subject to increase based on Seller's established price at the date of actual shipment, if shipment is delayed thirty (30) days, or more, beyond the scheduled shipment date, and such delay is caused in whole or in part by circumstances beyond the reasonable control of Seller as provided in paragraph 10.

**4. SHIPMENT.** Scheduled shipment date(s) are an estimate only. On or after the scheduled shipment date(s), Customer shall accept shipment upon notification by Seller; or if Customer refuses shipment, then Seller is authorized to have the Goods transported and warehoused, at the Customer's expense and risk, which act shall constitute shipment to Customer, in which event, Seller may declare as immediately due all amounts due upon shipment. Seller's shipping weights will govern for each shipment or partial shipment. Should Customer dispute the shipping weight of any shipment or partial shipment, Customer will promptly notify Seller in writing of the reasons for such dispute and provide to Seller all necessary documentation to substantiate the difference.

**5. TITLE/RISK OF LOSS/INSURANCE.** Title to and risk of loss of the Goods shall pass from Seller to the Customer when the Goods or any component parts thereof are placed in the possession of the carrier for shipment to Customer. Customer shall provide insurance to be for no less than the total amount owing to Seller with loss first payable to Seller.

**6. ACCEPTANCE OF GOODS.** Customer shall inspect or test all Goods upon receipt. Customer shall be deemed to have affected final acceptance of the Goods on the earlier of (i) fifteen (15) days from the date of initial shipment, unless written notice of any non-conformance is received by Seller within such period; or (ii) on the date when used or otherwise placed in commercial operation.

**7. WARRANTY.** (a) Seller warrants that title to the Goods sold shall be free from any third party encumbrance, and will conform to the description contained on Seller's invoice; (b) Seller warrants that any Goods shall conform to the description set forth in Seller's proposal and be free from defects in materials and workmanship; (c) SELLER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THERE ARE NO REPRESENTATIONS OR WARRANTIES EXCEPT AS SET FORTH HEREIN.

**8. REMEDY AND LIMITATION OF LIABILITY.** Seller's sole responsibility and liability and Customer's exclusive remedy for the supply of Goods not conforming to the warranty ("Defective Goods") shall be limited to the repair or replacement of the Defective Goods (Seller's shipping point), or, at Seller's option, to the return of the Goods and refund of the purchase price of the Goods, without interest. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR LOSS OF ACTUAL OR ANTICIPATED REVENUES OR PROFITS OR INCREASED COSTS OF OPERATION. Seller shall not be liable to Customer, under any circumstances, for any amount in excess of the replacement cost of the Defective Goods. The foregoing limitations of liability apply regardless of whether any such claim arises out of breach of contract, tort (including professional negligence) strict liability or any other legal theory. Seller's obligation hereunder is subject to receipt of written notice of rejection of the Goods from Customer within thirty (30) days after such alleged defect shall be reasonably apparent to Customer.

**9. RETURNS.** Returned Goods will be accepted only if Seller has given prior written consent thereto. Except in the case of Defective Goods, a handling, inspection, restocking, and invoicing charges also may be assessed against Customer. All returns allowed must be shipped at Customer's expense and must be in excellent resale condition.

**10. DELAY OR NONPERFORMANCE.** Seller shall not be liable for failure or delay in performance hereunder due in whole or in part to strikes, work stoppages, fires, acts of terrorism, accidents, wars, rebellions, civil commotion, public strife, acts of any government, whether legal or otherwise, acts of public enemies, force majeure, shortages of transportation or qualified labor, or any other causes beyond the reasonable control of Seller; this specifically includes delays or inability to obtain product or raw materials because of the actions of Seller's suppliers.

**11. DEFAULT.** If Customer fails to make any payments when due, or if there is a breach by Customer of any other obligation hereunder, or if reasonable grounds for insecurity arise with respect to the performance of Customer and Customer fails to provide adequate assurance of its due performance within ten (10) days after its receipt of a written demand from Seller, then Customer shall be deemed in default and Seller shall have, at its option, the right to take immediate possession of the Goods, and/or declare all unpaid amounts immediately due and payable and/or suspend shipments to Customer. Seller shall be entitled to set off any amount owed by Customer against any amount payable to Seller in connection with any unpaid moneys due to Seller. Seller's rights and remedies expressed herein are in addition to any other rights and remedies available at law or equity. Waiver by Seller of any breach or default shall not constitute a waiver of any subsequent breach or default.

**12. CANCELLATION.** Upon receipt of written notice from Customer, Seller shall cancel any orders as instructed, subject to Seller's (or its subcontractors) right to continue processing raw or finished material to the point at which processing can be halted with the least disruption and cost to Seller. Customer shall be responsible for all costs associated with the cancellation and completion of processing of material.

**13. MODIFICATION OF TERMS AND CONDITIONS.** These Terms and Conditions may only be modified if in writing and signed by an authorized office of Seller; each of these terms and conditions shall remain in effect unless the provision(s) are explicitly contradicted by the aforesaid writing.

**14. ASSIGNMENT.** Neither Seller nor Customer may assign any of its rights nor delegate any of its duties hereunder without the prior written consent of the non-assigning party. Any attempted assignment in violation hereof is void.

**15. GOVERNING LAW.** The supply of the Goods hereunder shall be governed by North Carolina law, exclusive of its provisions concerning conflicts of law.

**16. MATERIAL SAFETY DATA SHEETS.** To the extent legally required each shipment of Goods is accompanied by a Material Safety Data Sheet in compliance with the OSHA Hazard Communication Standard. If for any reason one is not immediately available, a copy will be sent upon request via electronic mail as soon as practicable. Seller strongly recommends that Customer use this information to ensure proper use and that the health and safety of all are protected.

**KRUGER - STANDARD TERMS OF SALE - PARTS ONLY ORDERS (REV. 1/4/2010)**

**1. APPLICABLE TERMS.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.

**2. PAYMENT.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.

**3. DELIVERY.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are F.O.B. Seller's facility.

**4. OWNERSHIP OF MATERIALS.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.

**5. CHANGES.** Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.

**6. WARRANTY.** Subject to the following sentence, "Supplier warrants to Purchaser that the Equipment shall materially conform to the description in Supplier's RFP and shall be free from defects in material and workmanship. Supplier shall have no other liability to Purchaser under warranty, tort or any other legal theory. If Purchaser gives Supplier prompt written notice of breach of this warranty within ninety days (90) on electrical supplies, one (1) year on mechanical supplies from delivery, (the "Warranty Period"). Supplier shall, at its sole option and as Purchaser's sole remedy, repair or replace the subject parts or refund the purchase price thereof. If Supplier determines that any claimed breach is not, in fact, covered by this warranty, Purchaser shall pay Supplier its then customary charges for any repair or replacement made by Supplier and there shall be a thirty-five percent (35%) re-stocking charge. Supplier's warranty is conditioned on Purchaser's (a) operating and maintaining the Equipment in accordance with Supplier's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Supplier. Supplier's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation. **THE WARRANTIES SET FORTH IN THIS SECTION ARE SUPPLIER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY BELOW. SUPPLIER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.** "

**7. 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 the defense of any claim.

**8. FORCE MAJEURE.** Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.

**9. CANCELLATION.** If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.

**10. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

**11. MISCELLANEOUS.** If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of North Carolina without regard to its conflict of laws provisions.

## **TERMS AND CONDITIONS FOR AFTER MARKET FIELD SERVICES**

This After Market Field Service quotation is an **ESTIMATE** only.

**TIME:** If, in fact, the work is completed in less time, the final invoice will reflect the savings. If additional time is required, customer will be notified and billed at the rates listed below plus expenses. Any overtime work will be billed at 1 ½ times the normal rate (after 8 hrs. and Saturdays). Sunday and Holiday work will be billed at 2 times the normal rate.

**NOTICE:** After we receive your authorized purchase order, **a minimum of TWO WEEKS notice is required to schedule field service work** and to make travel arrangements, if at all possible.

**RESCHEDULING:** After the field service work is agreed upon, it is scheduled at the convenience of both parties. If, in fact, the Field Service Engineer arrives on site and for unknown reasons beyond the control of Kruger, the field service work is canceled, or re-scheduled, customer will be billed for incurred expenses.

**OUTSIDE EQUIPMENT RENTAL/LEASE:** Kruger is not responsible for scheduling nor paying for outside equipment, i.e., crane, boom truck, etc.

**LUBRICANTS:** Kruger is not responsible for supplying lubricants of any kind.

**LABOR RATES:** Normal (8 hrs) = \$165.00/ hour