

Weir Specialty Pump

440 West 800 South
Salt Lake City, Utah 84101
USA

P.O. Box 209
Salt Lake City, UT 84110-0209

Tel: 801-359-8731

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www.weirsp.com

Excellent
Power & Industrial
Solutions



Date January 24, 2017

To: New Port Richey, FL

SUBJECT: Sole Source Letter

Dear Mr. Goodwin:

Thank you for your inquiry in regard to WEMCO pumps and equipment.

Weir Specialty Pumps, in Salt Lake City, Utah is the only manufacturer and sole source for WEMCO TORQUE-FLOW recessed impeller pumps, WEMCO HYDROGRITTER grit separation systems, WEMCO Screw Centrifugal pumps and Prerostal Prerotation systems, WEMCO CHOP FLOW chopper pumps, WEMCO SELF PRIMER self priming pumps, WEMCO NON CLOG pumps, and parts for all above listed WEMCO equipment. For assistance and complete information on all WEMCO pumps, equipment, and parts, please contact our exclusive representative in your area:

TSC-Jacobs North
24156 SR 54, Suite 3
Lutz, FL 33559
Tel: 813-242-2660 Fax: 813-242-2597

WEMCO Pump is a product line of Weir Specialty Pumps, formally named Envirotech Pumpsystems. Our Federal I.D. Number, 87-0529231, has not changed. If we are favored with an order, we ask that You issue purchase orders to:

TSC-Jacobs North
24156 SR 54, Suite 3
Lutz, FL 33559

Thank you again for the opportunity to serve you.

Sincerely,

A handwritten signature in blue ink that reads "Robert Haws".

Robert Haws
Municipal Applications Engineer

Cc: TSC-Jacobs North



Quotation Summary

24 Jan 2017

TSC-Jacobs - North Office
24156 SR 54,
Suite 3
Lutz, FL 33559

Quotation number: 583946
Revision: 3

Attn:

Project: Replacement SN 9011193 (New Port Richey, 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	Qty	Extended Price
005: Bare Pump with Tandem Flushless Seal	SN 9011193	SFF10-T Horizontal	\$ 13,000	2	\$ 26,000
Grand Total					\$ 26,000

PUMP FEATURES: All Weir Specialty Pumps 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: Weir Specialty Pumps - Salt Lake City, UT is an ISO 9001-2008 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: Weir Specialty Pumps General Sales Policy (GSD-30) applies.

PAYMENT TERMS: 100% Net 30 days (subject to credit approval)



Customer Price Sheet

Customer	TSC-Jacobs - North Office	Size / Stages	SFF10-T Horizontal / 1
Item number	005: Bare Pump with Tandem Flushless Seal	Pump speed	1,275
Customer reference		Quote number	583946

Totals

Grand Total	\$ 26,000	Lead Time Total	N/A
Pump	\$ 26,000	Total unit weight	1,161.0 lb

Pump

Qty	Description	Unit Price	Extended Price
2	SFF10-T Horizontal	\$ 13,000	\$ 26,000
	Wet End		
	Pump Options		
	Cast Iron Case		
	Liner Material		
	High Chrome Liner (regulable)		
	Grooved Liner		
	Buna Wet End O-rings		
	Steel Pump Hardware		
	High Chrome Impeller		
	Bearing Frame		
	Bearing Frame		
	Cast Iron Bearing Frame		
	BFF2W Bearing Frame		
	Pump Sealing		
	Pump sealing		
	Seal Type: Tandem Mechanical Seal		
	AES Tandem Mechanical Seal		
	Cast iron seal housing		
	Driver		
	Motors		
	No Motor Supplied: No Motor Supplied		
	Baseplate and Drive		
	No Baseplate		
	Protective Coatings		
	Paint manufacturer & type		
	Paint Preparation: Standard paint preparation (clean and blast)		
	WSP Standard Blue Paint - Prime and Top Coat		
	Packing & Shipping		
	Shipping		
	No Boxing		
	Shipping is Pre-Pay and Add.		
	Material Testing		
	Material Testing		
	No Hardness Testing		
	No Non-Destructive Testing		
	Testing		
	No Testing		
	Estimated Weights		
	Bareshaft Pump 1161.lbs		
	Baseplate 0.lbs		
	Driver 0.lbs		
	Misc. Weight 0.lbs		
	Misc. Weight 0.lbs		



Pump			
Qty	Description	Unit Price	Extended Price
	Misc. Weight 0.lbs		
	Total Per Unit Weight 1161.lbs		



EnviroTech Pumpsystems, Inc d.b.a.

Weir Specialty Pumps (Seller)

An Unincorporated Division of THE WEIR GROUP PLC

GENERAL TERMS and CONDITIONS of SALE

1. SCOPE: Unless otherwise agreed in writing, Seller's acceptance of Purchaser's purchase order is conditioned upon Purchaser accepting these terms and conditions. Seller sells its equipment in accordance with the following provisions.

2. PRICES: Prices are EXW. Prices do not include any federal, state or local sales, use or other taxes and taxes may be added to the price.

3. TERMS: Unless otherwise agreed, all invoices are due and payable in full, net-30 days from date of shipment or notification of readiness to ship, whichever is earlier. Credit terms are subject to Purchaser's credit worthiness, 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. Purchaser shall pay the full amount, regardless of any payment schedule between Purchaser and its customer.

If Purchaser is in default of any payment Seller may offset any monies of Purchaser 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. ITEMS INCLUDED: Each sale includes only the equipment described in the 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 that Purchaser and Seller have identified as specifically applicable to the manufacture of the goods. .

5. SECURITY INTEREST: To the extent allowable under applicable law, Seller retains a security interest in, and right of repossession, to the goods until Purchaser has paid in full. Purchaser 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 Purchaser's obligations under any order, Seller shall be entitled to recover its court costs and reasonable attorney's fees if it prevails. Purchaser shall provide

insurance for Seller's benefit to protect Seller's interest against loss or damage until is the goods are fully paid for.

6. SHIPMENTS AND DELIVERY: Purchaser must provide Seller all necessary information and instructions regarding its requested delivery schedule, including any required drawing approvals, and Seller shall use its 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 Purchaser or its customer for any damages, whether direct or indirect, for any delay in shipment or delivery, regardless of the severity of the delay.

Unless otherwise agreed, all shipments are EXW Seller's factory, Incoterms 2010, and Purchaser shall make all claims for damage, delay, or shortage arising from any shipment directly against the carrier. When shipments are specified EXW, Purchaser shall inspect the goods, and notify Seller of any damage or shortage within seven days of receipt. Purchaser agrees that failure to so notify Seller shall be deemed as acceptance of the goods.

Unless agreed otherwise in the order, Seller may make partial shipments of completed items for partial payment under the terms of the order.

7. WARRANTY: Seller warrants the goods in accordance with its current applicable Seller's Product warranty, which is incorporated by reference here.

8. PATENTS: Purchaser 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 Purchaser's detailed drawings or designs submitted to Seller.

9. SUSPENSION OR DELAY: If Purchaser requests a suspension, or delays Seller's work, Purchaser shall pay Seller all reasonable and necessary costs incurred due to the suspension or delay, plus Seller's overhead and reasonable profit. Additionally, ail charges and risks for storage, disposition, and/or resumption of work shall be borne solely by Purchaser.



10. 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 PURCHASER FOR DAMAGES OF PURCHASER'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 relating to cleanup, removal, release or threatened release, remediation, or disposal of or any 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 PURCHASER 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 PURCHASER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

11. CHANGES AND BACKCHARGES: Seller shall not be obligated to make any changes in or additions to the scope of the work unless Seller and Purchaser 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.

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

12. CHANGES IN DESIGN: Upon written notification to Purchaser, 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 Purchaser for modifications made at Seller's option.

13. 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 that approval. If the government denies an export license the order will be considered to have been terminated by Force Majeure.

14. PROPRIETARY INFORMATION: All information furnished by Seller is solely for Purchaser'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.

15. FORCE MAJEURE: Seller shall not be liable nor responsible to Purchaser, nor be deemed to have defaulted under or breached this agreement, for Seller's failure or delay in fulfilling or performing any of its obligations under this agreement if such failure or delay is caused by, or results from, (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities; or (j) other events beyond the reasonable control of Seller ("Force Majeure"). Seller shall give Purchaser notice within a reasonable time of the Force Majeure event and shall use reasonable efforts to end the failure or delay and ensure the effects of Force Majeure are minimized. Should there ever be any time of performance it shall be extended for a time period equal to the period of Force Majeure and its consequences.

16. 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. Purchaser shall comply with all applicable laws. Seller and Purchaser irrevocably and unconditionally consent to, and submit themselves to, the exclusive jurisdiction of the state or federal courts of Salt Lake County, Utah, as the exclusive jurisdiction and venue for the resolution of conflicts arising from or pursuant to this agreement.



17. INDEMNITY: Seller shall indemnify, defend and hold Purchaser harmless from any claim, cause of action or liability incurred by Purchaser 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 Purchaser (a) promptly, within the warranty period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

18. U.S. EXPORT COMPLIANCE: Furthermore, as Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal, and usage of the goods provided under the order, including any export license requirements. Purchaser agrees that such goods shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner that will result in non-compliance with 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. Purchaser agrees to comply with all applicable export laws and regulations of the U.S. Commerce, Treasury, State and Defense Departments or other agency regulating exports from the United States. Purchaser agrees it will not export, re-export or permit the re-export of any Seller good to an ultimate destination of a restricted and/or embargoed country listed by the Department of State, Department of Commerce or the Department of Treasury and/or restricted 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 Nationals List or any other U.S. government list. Nor will Customer export, re-export or permit the re-export of any Seller good for any prohibited uses under the U.S. export laws.

To the extent that Purchaser subcontracts its services or utilizes agents or third-parties with respect to the provision of the Services to Seller, Purchaser 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 Purchaser with agents, affiliates, or third-parties, must also include a specific requirement to comply with all laws and regulations (including U.S. export laws).

PURCHASER 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.

19. 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.



EnviroTech Pumpsystems, Inc d.b.a.

Weir Specialty Pumps (WSP)

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LIMITED WARRANTY

COVERAGE: WSP (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, WSP'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 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 alteration 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.

GSD-31 Rev. June 2014