

# AIRGAS SPECIALTY PRODUCTS INC

## Service Proposal / Sales Agreement

Upon acceptance by the customer of the terms and conditions hereof, AIR-GAS agrees to provide service(s) to the customer and to assume the responsibilities as set forth in this agreement.

<b>Customer Name:</b> Webb County Water Utility			
<b>Customer Address:</b> 1110 Washington Street			
<b>City:</b> Laredo	<b>State:</b> TX	<b>Zip Code:</b> 78040	
<b>Contact:</b> Tomas Sanchez	<b>Phone:</b> 956-523-5586		
<b>P.O. #</b> Pending	<b>Date:</b> 07/28/14		

### Job Site Information

<b>Customer Name:</b> Webb County Water Utility			
<b>Customer Address:</b> 513 Martha Drive			
<b>City:</b> Rio Bravo	<b>State:</b> TX	<b>Zip Code:</b> 78046	
<b>Contact:</b> Tomas Sanchez	<b>Phone:</b> 956-523-5586		
<b>Date:</b> To Be Determined	<b>Time:</b> TBD		

**Evacuate 1000 gallon NH3 tank and re-valve/re-gauge & evaluation/repair of leaks in existing production piping/valves**

Product Code	Description	Unit Price	Quantity	Extended Price
	1. Pump out rig mobilization rate:	\$5,838.00	1	\$5,838.00
	a. Airgas Specialty Products Inc will remove all ammonia from the tank or unit and will provide all labor and tools required to complete the service.			
	b. Ammonia removed from the tank or unit will not be put back into the tank or unit nor will it be replaced with new ammonia as part of this agreement.			
	c. This does not include repair or replacement of valves or other system components that are defective and must be repaired or replaced prior to the execution and/or completion of service. Repair or replacement of components will be invoiced at the then current time and material rates.	\$285 /hr Mon-Fri on-site	48	\$13,680.00
	d. Customer will provide on-site technical assistance if requested by Airgas Specialty Products	HAZMAT FEE	1	\$25.00
	2. On-site hourly rate (final amount will depend on actual time required to complete pump-out as defined above).			
	3. Service truck mobilization rate:	\$3,660.00	1	\$3,660.00
	a. On site rate:			
	4. Fuel surcharge;	\$576.00	2	\$576.00
	5. Parts: Replacement valves/gauges/prod piping:	\$6,880.00	as needed	\$6,880.00
<b>TOTAL</b>				<b>\$30,659.00</b>
<b>Payment Terms Net 30 days upon invoice TO BE DETERMINED:</b>				

### GENERAL TERMS AND CONDITIONS

- 1 **PAYMENT** - Net 30 days upon invoice
- 2 **EXCLUSIONS** - AIR-GAS will not be responsible for failure or delay, or the consequences thereof, in rendering service(s) occasioned by an circumstance beyond its reasonable control.
- 3 **LIMITATION OF LIABILITY** - AIR-GAS is not an insurer and shall not be liable for any damage or loss resulting from the failure of the equipment to function properly, no warranties, expressed or implied, are made by AIR-GAS except as herein expressed and in no event shall AIR-GAS be liable for any special, incidental or consequential damages for any reason whatsoever. If AIR-GAS fails to perform hereunder, the customer's sole remedy is to terminate this agreement and/or receive a refund of the agreement fee for service not performed.

4 WARRANTY - AIR-GAS assumes no liability for the performance or non-performance of the equipment serviced by it or for the parts furnished in connection herewith. AIR-GAS MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH REGARD TO ITS WORK OR PARTS, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, except as stated in the following sentence. AIR/GAS sole responsibility shall be to remedy any defects in its workmanship or parts furnished by it on this service call, without charge to the customer, provided it shall be notified of the same within thirty (30) days following the date of service performance. In no event shall AIR-GAS be liable for consequential damages.

5 Recovered ammonia becomes the property of AIR/GAS when it is pumped into AIR-GAS transport vehicle. AIR-GAS will use or sell the recovered ammonia in a normal commercial application. The ultimate disposition of the recovered ammonia will depend on the quality of the ammonia recovered. The most likely case is: AIR-GAS will transport the recovered ammonia from customer's site to the AIR-GAS facility located at 6260 I-35 Waxahachie Tx 75165, where the recovered ammonia will be converted into aqua ammonia. The aqua ammonia will in turn be sold in the commercial market for routine use. Any oil that may be contained in the recovered ammonia will be collected and ultimately delivered to a certified oil recycler for reprocessing.

6 CUSTOMER CERTIFICATION - Customer certifies that "based on knowledge of the system and its history", the system does not contain anything but ammonia, and small percentages of water and oil. Any oil that may be contained in the ammonia, (1) does not contain PCBs (Polychlorinated biphenyls), (2) contains less than 1,000 ppm total halogens (chlorine, bromine, iodine, and fluorine), and (3) does not contain more than 5 ppm arsenic, 2 ppm cadmium, 10 ppm chromium or 100 ppm lead.

7 AIRGAS SPECIALTY PRODUCTS CERTIFICATION - AIR-GAS certifies that ammonia will be removed from the system without loss of significant amounts of ammonia to the atmosphere. The recovered ammonia will be transported, stored, processed, and sold in compliance with all laws and regulations.

AIRGAS SPECIALTY PRODUCTS		Webb County Water Utility	
Signature:		Signature:	
Print Name:	David Casteel: 281-381-0661	Print Name:	Mr. Tomas Sanchez: 956-523-5586
Print Name:	Greg Stout: 469-853-3984	Date:	
Date:	07/28/14		