



# QUOTE

QUOTE NO. 110714

DATE: 11/07/2014

Kruger Inc.  
 1500 Garner Road  
 Raleigh, North Carolina 27610 USA  
 PHONE 888-578-4378 FAX 919-661-4568  
 EMAIL: [krugerincsupport@veoliawater.com](mailto:krugerincsupport@veoliawater.com)

EXPIRATION DATE: 12/07/2014  
 This quote is valid for 30 days

TO Contact Name: Tomas Sanchez  
 Company: Webb County Water Utility  
 Address: 515 Martha Drive  
 Rio Bravo, Texas 78046  
 Phone: 956-523-5590  
 Email or Fax: 956-724-7906

FROM: Lane Chilton  
 Parts and Services Product Manager  
[lane.chilton@veolia.com](mailto:lane.chilton@veolia.com)  
 CELL 919-455-1522

SALESPERSON	JOB	PAYMENT TERMS	DELIVERY TERMS	DELIVERY SCHEDULE
ALC	Kruger Field Service	Net 30 Days	F.O.B. Prepaid & Add Destination	2 Weeks ARO
QTY	PART NUMBER AND DESCRIPTION	UNIT PRICE	LINE TOTAL	
* NOTE: The attached Kruger Quotation is for Parts Only. The pricing is expressly contingent upon the items in this quotation & are subject to I. Kruger Inc. 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	I&C Field Service Audit and Evaluation to include one (1) I&C Engineer (4) five (8) eight hour days onsite, including (1) travel day, and travel with living expenses. Audit to include process automation evaluation and repair with in the allotted time. If additional time is needed it will be added to the per unit price hourly rate, see attached contract specifications for details		\$9,921.67	
1	Process Field Service to include one (1) Process Engineer to assist with Process audit, evaluation, and optimization of hydro-cyclones. Inclusive of (3) two (8) eight hour days onsite, including (1) travel day and travel with living expenses. Audit to include evaluation of each hydro-cyclone unit to include operational suggestions and replacement parts as needed. If additional time is needed it will be added to the per unit price hourly rate, see attached contract specifications for details		\$6,519.67	

SUBTOTAL \$16,441.34

LESS 15% DISCOUNT Included

PROCESSING FEE Included

ESTIMATED FREIGHT N/A

SALES TAX n/a

TOTAL US \$16,441.34

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: Lane Chilton

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!

**I Kruger Inc. - Standard Terms of Sale - Parts Only Orders (Rev. 1/4/2010) FOLLOWS**

Kruger Inc.  
 4001 Weston Parkway  
 Cary, NC 27513 USA  
 tel. +1 919-877-8310 • fax +1 919-877-0082  
[www.krugerusa.com](http://www.krugerusa.com)

## TERMS AND CONDITIONS OF SALE - I. KRUGER INC. - Aftermarket Service

**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, cartage, 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 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 effected 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-conformances 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 monies 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 officer 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.

Aftermarket Field Service Contract Specifications

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 normal rate of \$165.00/hr 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.

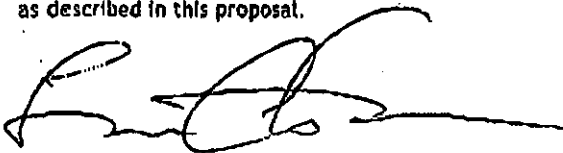
**NOTICE:** After we receive your authorized purchase order, a minimum of TWO WEEKS notice is required to schedule field service work and to make travel arrangements, if at all possible.

**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.

**INSTALLATION:** Kruger is only responsible for the installation of mechanical equipment as described in this proposal.



Lane Chilton

~~Parts and Services Product Manager~~

J. Kruger Inc. 401 Harrison Oaks Blvd. Cary, NC 27513

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