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TO: Jeremy Walker
REF: Bloomfield, IA – Flow Meter Options
DATE: November 2, 2023

Flow Meter Options

OPTION A:

- One (1) E+H Flow Meter: (ESD 3-4 weeks ARO)
 - Promag W 500 / 12"
 - Approval; Transmitter; Sensor: CSA C/US; Cl.I
 - Div.2,NI; Cl.I Div.2
 - Design: Fixed flange
 - Power Supply: 100-230VAC
 - Output; Input 1: 4-20mA HART
 - Output; Input 2: Configurable I/O default off
 - Output; Input 3: W/o;
 - Output; Input 4: W/o;
 - Display; Operation: 4-line illum.; touch control
 - Integrated ISEM Electronic: Transmitter
 - Transmitter Housing: Alu, coated
 - Sensor Junction Housing: Polycarbonate, sensor fully welded
 - Cable, Sensor Connection: 20m/60ft coil and signal cable
 - Electrical Connection: Thread NPT1/2
 - Liner: Polyurethane
 - Process Connection: Cl.150, carbon steel, flange ASME B16.5
- One (1) Lot of freight, installation, and startup services

Total Selling Price: \$19,175.00 plus tax

OPTION B:

- One (1) ABB Watermaster Flow Meter 12": (ESD 18-19 weeks ARO)
 - Direct Replacement for Existing Flow Meter
- One (1) Lot of freight, installation, and startup services

Total Selling Price: \$27,205.00 plus tax

Please mark which option you would like to proceed with:

Option A

Option B

Note the following:

- Current Estimated Lead Times:
 - Equipment: Noted next to each option.
- Pumps, Anchor bolts, Junction Box, Conduit, Installation of equipment and anything that's not specifically mentioned in this proposal is the responsibility of others

Thank you for your consideration,

Chad Sparks (515) 707-1929
cc: Jake Gray (515) 265-2222

Purchase Agreement:

**Ship to Address:

ATTN: _____

Tagging Instructions: _____

Note the following:

- Return this purchase agreement to Jake Gray at jdgray@electricpump.com or via fax (515) 265-8079

Payment: Net 30 Days – Retainage upon completion

We are pleased to make the following offer to sell the listed Merchandise which is firm for (30) thirty days from the above date, and is automatically withdrawn thereafter without any further notice.

1. Signing and returning this document to Electric Pump's office in Des Moines, IA may accept this offer.
2. This offer and acceptance constitutes the entire Agreement between the parties and may be modified only by a writing signed by both parties.
3. The prices quoted for equipment are valid for (30) thirty days. If the quote includes start up services and it is scheduled by the request of the buyer for a time other than Monday through Friday 8:00 to 5:00 additional charges will be due.
4. Payment terms are NET 30 (thirty days) after the mailing of seller's invoice.
5. Delivery terms are F.O.B. Place of Shipment. Seller agrees to put the merchandise in the possession of the carrier, to make a reasonable contract of carriage for their transportation, to obtain and deliver or tender such documents as may be necessary to enable Buyer to obtain possession, and to promptly notify the Buyer of shipment. After seller has delivered the merchandise to the carrier, the risk of loss of the merchandise will be borne by the Buyer. The prices quoted herein include transportation charges based on existing truckload rates, any change in delivery rates existing at the time of delivery will be billed to your account. Dates of delivery are determined from the date of Seller's acceptance of any order or orders by Buyer and are estimates of approximate dates of delivery, not a guaranty of a particular day of delivery.
6. Sales and use tax are not included.
7. Buyer shall notify seller in writing at Seller's place of business as shown on the reverse side of this page, within twenty (20) days of receipt of merchandise, or any complaint whatsoever buyer may have concerning such merchandise. Failure to give such notice shall constitute a waiver by Buyer of all claims in respect to such goods.
8. If notice of complaints is provided within twenty (20) days of Buyer's receipt of the merchandise, Seller agrees to inspect the merchandise at Seller's place of business during Seller's normal business hours and days. Upon inspection, if the merchandise is determined to be defective in material or workmanship, Seller, at Seller's option, shall repair or replace said merchandise at no cost to Buyer, or Seller may refund the purchase price. If the examined merchandise is found not to be defective or is not for some other reason within the warranty coverage, Seller's service time expended on and off-location will be charged to Buyer.
9. Seller will have no further warranty obligation under this Agreement if the Equipment is subjected to abuse, misuse, negligence or accident or if buyer fails to perform any of its duties set forth in Paragraphs 8 and 9.
10. THE WARRANTY PRINTED ABOVE IS THE ONLY WARRANTY MADE BY THE SELLER REGARDING THIS PURCHASE. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOTHING HEREIN

CONTAINED SHALL LIMIT BUYER'S RIGHTS AGAINST THE MANUFACTURER, WITH RESPECT TO MANUFACTURER'S WARRANTIES, IF ANY.

11. WARRANTY REPAIRS (which fall under the manufacturer's warranty, if any) ARE F.O.B. ELECTRIC PUMP, INC. SERVICE LOCATION. ELECTRIC PUMP, INC. WILL NOT ASSUME ANY EXTENDED WARRANTIES UNLESS APPROVED BY PRIOR WRITTEN CONSENT. THIS INCLUDES SERVICE CALLS TO JOB SITES ON PRODUCT COVERED DURING THE WARRANTY PERIOD. PLEASE REFER TO THE ATTACHED PRODUCT WARRANTY STATEMENT FOR CLARIFICATION.
12. IT IS UNDERSTOOD AND AGREED THAT SELLER'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY BUYER AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE MERCHANDISE IS A CONSIDERATION IN LIMITING SELLER'S LIABILITY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION UNDER THIS AGREEMENT MAY BE BROUGHT BY BUYER MORE THAN ONE-YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.
13. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Iowa. Any dispute or disputes arising between the parties hereunder, insofar as the same cannot be settled by friendly agreement, shall be litigated only in The Iowa District Court for Polk County, in Des Moines, Iowa. Seller also has the right to commence an action against the Buyer in the County of the Buyer's principal place of business.

We need a hard copy of this agreement and/or a Purchase Order to start the submittal process.**

Business Name _____

Street Address _____

City/State/Zip _____

Phone _____ Fax _____

Email _____

Purchase Order Number _____

Purchase Order Amount _____

SIGNATURE _____

DATE _____

**A signed copy of this must be returned with your P.O.

Is Project Taxable? Y or N, if No a tax exempt form must be supplied for our records