

Please review the attached quotation for a Duplex Bleach Skid. For technical questions regarding this quote, please contact Todd Burnett at 225.573.1355 or tburnett@coastalprocess.net

We look forward to working with you.

Thank you,



Kimberly Chisholm

Project Manager / Inside Sales

kchisholm@coastalprocess.net

Office: 225.567.3120

Website: www.coastalprocess.net

Address: 28750 James Chapel Road North, Holden, LA 70744

Fax: 225.567.3805

Remit To: P.O. Box 1180, Albany, LA 70711

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Guy Palermo
Water & Sewer Superintendent
(985) 277-5962
palermo_gl@hammond.org

 **2022-17260-Hammond, City of.pdf**
894K

Coastal Process, LLC

28750 James Chapel Road N
Holden, LA 70744



Quotation

Date	Quote #	REV
8/15/2022	2022-17260	0

Name / Address			Ship To	
City of Hammond Vernon Banks P.O. BOX 2788 Hammond LA 70404			TBA	
Terms	Rep	FOB	Quoted By	Delivery ARO
Net 30	TB	Shipping Pt	Kimberly Chisholm	TBA

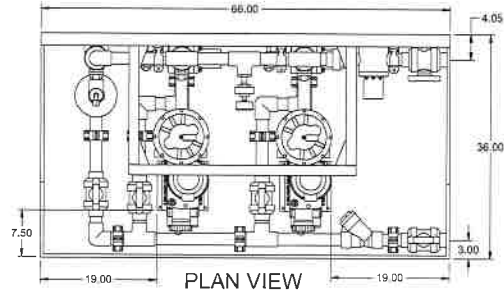
#	Qty	Item	Part Number	Description	Price	Total
01	1	Misc-ProMinent	7749406-INV SUC...	Vernon Banks 985-277-5970 banks_vb@hammond.org Duplex Bleach Skid P/N: 7749406-INV SUCTION-DUAL OUTLET	39,052.14	39,052.14T
1.1	2	Misc-ProMinent	S3CBH070580PV...	Sigma 3 Control Series Pump 177 GPH @ 100 PSI P/N: S3CBH070580PVTS170UD81000EN01		0.00T
1.2	2	Misc-ProMinent	1001301	Control Cable (4-20mA Input)		0.00T
1.3	1	Misc-ProMinent	7745262	2 Pump Terminal Box		0.00T
02	1	Misc-NIP		One Trip / One Day Start Up Services	1,500.00	1,500.00T
03	1	Freight		Estimated Freight Charge to Jobsite	1,500.00	1,500.00

				Subtotal	\$42,052.14
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Coastal Process, LLC Standard Terms and Conditions Shall Apply- Credit Terms confirmed at time of order. Progress payments may apply.	Phone #	225-567-3120	Sales Tax (0.0%)	\$0.00
	Fax #	225-567-3805		

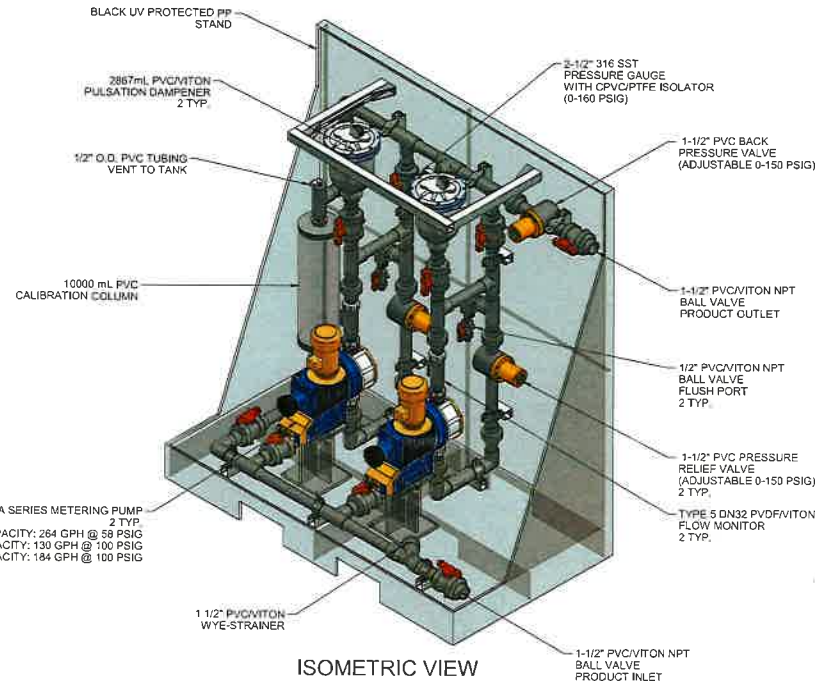
Please send any purchase orders to: orders@coastalprocess.net	E-mail	info@coastalprocess.net	Total	\$42,052.14
	Web Site	www.coastalprocess.net		

RETURNS: No returns or credits will be issued for non-returnable parts. Coastal Process, LLC applies a minimum 30% restocking fee to return stocked parts.

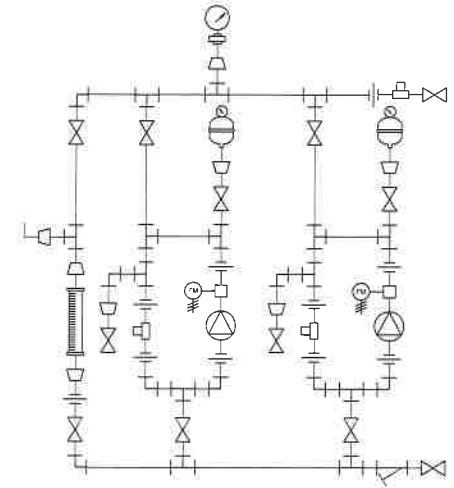


PLAN VIEW

SIGMA SERIES METERING PUMP
2 TYP.
S3CAH040830 MAX. CAPACITY: 264 GPH @ 58 PSIG
S3CAH070410 MAX. CAPACITY: 150 GPH @ 100 PSIG
S3CAH070580 MAX. CAPACITY: 184 GPH @ 100 PSIG



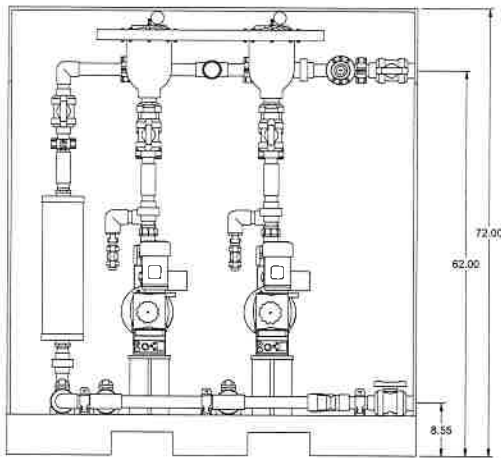
ISOMETRIC VIEW



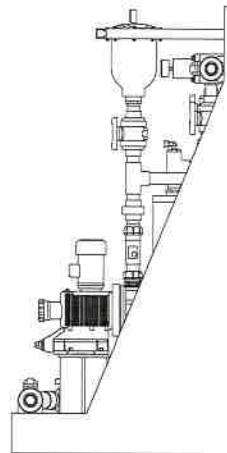
PIPING SCHEMATIC

NOTES:

1. ALL PIPING AND FITTINGS SHALL BE 1-1/2" SCH. 80 PVC SOCKET WELD WITH VITON SEALS UNLESS OTHERWISE REQUIRED BY COMPONENTS.
2. ALL DIMENSIONS ARE IN INCHES AND ARE SHOWN FOR REFERENCE ONLY.



FRONT VIEW



SIDE VIEW

MAXIMUM TESTING PRESSURE = 150 PSI
MAXIMUM OPERATING PRESSURE = 58-100 PSI
CHEMICAL SERVICE =

DWG No

7749406-200

REV
A

PAGE
1/1

A	09/03/09	REVISED PER UP-DATED PARTS	ALS		
0	01/18/06	FIRST ISSUE	GJS		
REV	DATE	DESCRIPTION	BY	APPD	REVD
REVISIONS					
CUSTOMER					
JOB No	7749406	PURCHASE ORDER No			
TITLE MS2D-A150_FLOOR_PVC/ITON_PD_FM GENERAL ARRANGEMENT					
<small>THIS DRAWING IS THE PROPERTY OF PROMINENT FLUID CONTROLS, INC. AND SHALL NOT BE LOANED, REPRODUCED, COPIED, OR TRANSMITTED WITHOUT THE WRITTEN CONSENT OF PROMINENT FLUID CONTROLS, INC.</small>					
ENGINEERS SEAL					
		ProMinent THE PROMINENT GROUP OF COMPANIES			
PITTSBURGH, PA USA			WWW.PROMINENT.US		
PROMINENT FLUID CONTROLS LTD 481 SOUTHGATE DRIVE SHELBY, ONTARIO, CANADA N3M 6J0 TEL: 519-283-5632 FAX: 519-283-5635		PROMINENT FLUID CONTROLS INC. RIDG PARK WEST 133 INDUSTRY DRIVE, PITTSBURGH, PA, USA 15275 TEL: 724-247-2284 FAX: 724-247-9754			
DESIGNED	GJS	APPROVED			
DRAWN	GJS	SCALE	N.T.S.		
CHECKED	DTH	DATE	01/18/08		

Sigma X: Sigma/3 (S3Cb/S3Ba)

HMI Controller



ProMinent®

The **ProMinent® Sigma/3** is a mechanically-actuated diaphragm metering pump is capable of flow rates from **45.9 to 274.7 gph (174 - 1040 l/h)** and pressures up to **174 psig (12 bar)**. The entire Sigma motor-driven metering pump product range, control type S1Cb/S2Cb/S3Cb, has been equipped with intelligent features to provide a high level of operating convenience, safety and efficiency. The Sigma X features a removable HMI control unit with innovative click-wheel and 4 operating buttons. **Also available in basic (non-microprocessor based version) and explosion-proof models.**

Features & Benefits

- Certified to NSF/ANSI 61 (PVDF liquid ends)
- Variable AC frequency combined with digital stroking frequency
- Removable HMI unit with illuminated LCD, click-wheel and 4 operation buttons
- 3 LED's function as operation indicators, alarm indicator and fault indicator
- Integrated Timer (standard) and Data Logger
- Connection to PROFIBUS-DP interface
- Control via contact or analog signals
- Integrated multilayer safety diaphragm (standard) with visual or electrical rupture indicator

Applications

- Time controlled chemical addition in cooling water circuits
- Proportional chemical addition in water treatment (e.g. Sodium Hypochlorite for drinking water disinfection)
- Measurement dependent chemical addition (e.g. acid & caustic metering for pH neutralization in wastewater treatment)
- Pulse controlled metering from variable flow meters
- Chemical Process, Mining, Petrochemical, Heavy Industrial, Pharmaceutical, Water and Wastewater Treatment

Sigma X: Sigma/3 (S3Cb/S3Ba)

Capacity data: Sigma/ 3 Control Version

Capacity Data														
Pump Version	Capacity at Maximum Backpressure				Max. Stroking Rate	Output per Stroke	Pre-Primed Suction Lift		Max. Suction Pressure		Suction/Discharge Connector		Shipping Weight	
	psig	(bar)	gph	(l/h)			ft	(m)	psig	(bar)	in	(DN)	lbs	(kg)
S3Cb H														
120145 PVT	145	(10)	48.1	(182)	90	33.7	16	(5)	29	(2)	1 MNPT	(25)	49	(22)
120145 SST	174	(12)	48.1	(182)	90	33.7	16	(5)	29	(2)	1 MNPT	(25)	57	(26)
120190 PVT	145	(10)	64.2	(243)	120	33.7	16	(5)	29	(2)	1 MNPT	(25)	49	(22)
120190 SST	174	(12)	64.2	(243)	120	33.7	16	(5)	29	(2)	1 MNPT	(25)	57	(26)
120270 PVT	145	(10)	96.4	(365)	180	33.8	16	(5)	29	(2)	1 MNPT	(25)	49	(22)
120270 SST	174	(12)	96.4	(365)	180	33.8	16	(5)	29	(2)	1 MNPT	(25)	57	(26)
070410 PVT	100	(7)	132.1	(500)	90	95.1	13	(4)	14.5	(1)	1-1/2 MNPT	(32)	53	(24)
070410 SST	100	(7)	132.1	(500)	90	95.1	13	(4)	14.5	(1)	1-1/2 MNPT	(32)	64	(29)
070580 PVT	100	(7)	177	(670)	120	95.1	13	(4)	14.5	(1)	1-1/2 MNPT	(32)	53	(24)
070580 SST	100	(7)	177	(670)	120	95.1	13	(4)	14.5	(1)	1-1/2 MNPT	(32)	64	(29)
040830 PVT	58	(4)	274.7	(1040)	180	95.1	10	(3)	14.5	(1)	1-1/2 MNPT	(32)	53	(24)
040830 SST	58	(4)	274.7	(1040)	180	95.1	10	(3)	14.5	(1)	1-1/2 MNPT	(32)	64	(29)

Capacity data: Sigma/ 3 Basic Version

Capacity Data														
Pump Version	Capacity at Maximum Backpressure				Max. Stroking Rate	Output per Stroke	Pre-Primed Suction Lift		Max. Suction Pressure		Suction/Discharge Connector		Shipping Weight	
	psig	(bar)	gph	(l/h)			ft	(m)	psig	(bar)	in	(DN)	lbs	(kg)
S3Ba H														
120145 PVT	145	(10)	45.9	(174)	86	33.7	16	(5)	29	(2)	1 MNPT	(25)	49	(22)
120145 SST	174	(12)	45.9	(174)	86	33.7	16	(5)	29	(2)	1 MNPT	(25)	57	(26)
120190 PVT	145	(10)	66.3	(251)	124	33.7	16	(5)	29	(2)	1 MNPT	(25)	49	(22)
120190 SST	174	(12)	66.3	(251)	124	33.7	16	(5)	29	(2)	1 MNPT	(25)	57	(26)
120270 PVT	145	(10)	92.7	(351)	173	33.8	16	(5)	29	(2)	1 MNPT	(25)	49	(22)
120270 SST	174	(12)	92.7	(351)	173	33.8	16	(5)	29	(2)	1 MNPT	(25)	57	(26)
070410 PVT	102	(7)	129.9	(492)	86	95.1	13	(4)	14.5	(1)	1-1/2 MNPT	(32)	53	(24)
070410 SST	102	(7)	129.9	(492)	86	95.1	13	(4)	14.5	(1)	1-1/2 MNPT	(32)	64	(29)
070580 PVT	102	(7)	183.8	(696)	124	95.1	13	(4)	14.5	(1)	1-1/2 MNPT	(32)	53	(24)
070580 SST	102	(7)	183.8	(696)	124	95.1	13	(4)	14.5	(1)	1-1/2 MNPT	(32)	64	(29)
040830 PVT	58	(4)	264.1	(1000)	173	95.1	10	(3)	14.5	(1)	1-1/2 MNPT	(32)	53	(24)
040830 SST	58	(4)	264.1	(1000)	173	95.1	10	(3)	14.5	(1)	1-1/2 MNPT	(32)	64	(29)

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LOCATION
28750 James Chapel Rd. North
Holden, Louisiana 70744

OFFICE
225.567.3120

ONLINE
www.coastalprocess.net

NOTICE OF POTENTIAL DELAY AND RESERVATION OF RIGHTS

March 31, 2020

Re: COVID-19 Pandemic

To Whom It May Concern:

We are all aware of the ongoing outbreak of the Coronavirus 2019 (COVID-19), which was recently declared a pandemic by the World Health Organization. Although the situation continues to evolve rapidly, Coastal Process remains fully committed to pursuing the completion of our work in a safe, diligent and reasonable manner under the current circumstances. We must recognize, however, there is a strong likelihood that we will encounter certain delays as a result of this pandemic.

We anticipate our work will be delayed and our productivity will be negatively impacted by the cumulative effect of this outbreak. Potential impacts may include, but are not limited to, labor shortages due to infection or quarantine as well as material shortages and significant delays in lead times as a result of factory closings across the globe. In addition, we are monitoring whether there will be a mandatory shut down. At this time, it is not be possible to quantify the delay or compute the impact costs.

While this notice may seem premature, to the extent our contract requires that we furnish you written notice of any delays, please consider this correspondence to be our formal notice of likely delays to our performance through no fault of our own and that are beyond our control.

We will continue to keep your project representatives informed of these delays and their effect on overall job completion. We will diligently seek to minimize to the best of our ability, the effects of these delays on our work. Your cooperation in minimizing these impacts are appreciated as work our way through this unprecedented event.

Sincerely yours,
Coastal Process LLC

Coastal Process, LLC (“Seller”)
TERMS AND CONDITIONS OF SALE AND SERVICE

1. *Complete Agreement.* These terms and conditions, with any other documents attached by Seller, are the sole and complete agreement between Buyer and Seller and supersede all prior oral and written understandings. Seller rejects those provisions of any previous order, purchase order, offer, or other communication from Buyer that are additional to or different from these terms and conditions. No purchase order, offer or other request by Buyer shall create any contract between Buyer and Seller unless accepted in writing, signed by an executive officer of Seller. Buyer accepts these terms and conditions by any statement, act, or course of conduct that constitutes acceptance under applicable law, including acceptance of delivery of the goods. Payment made by or on behalf of Buyer shall constitute Buyer’s acceptance of the goods, work, and services performed. No modification, alteration, or amendment of these terms and conditions or any additional or different terms shall be binding unless approved in writing and signed by an executive officer of Seller. Neither Seller’s delivery of the goods nor any other action at any time on the part of Seller shall constitute acceptance of any such additional or different terms and conditions.
2. *Prices.* All Seller quotations (including, but not limited to, price, availability and schedule) automatically expire thirty (30) days from the date of quotation, if not accepted by Buyer or otherwise cancelled by Seller prior to the expiration of the thirty (30) days. After expiration or other cancellation, prices are subject to change without notice. Unless a fixed price or specific rate is agreed upon in writing, Buyer shall pay for service work at the rates currently in effect at the time of performance. Service rates are subject to periodic adjustment without prior notice to Buyer.
3. *Claims, Liens, and Privileges.* Seller reserves all rights with respect to any and all applicable liens, privileges, security interests, and claims that may be asserted under and in accordance with the law in its capacity as a contractor, laborer, seller, lessor, material supplier, consultant, or otherwise on account of any service, goods or materials supplied and/or work performed. Seller’s acceptance of any partial payment shall not constitute a waiver of any lien rights or claims by Seller.
4. *Compliance with Laws.* Buyer warrants that it is currently, and shall remain, in compliance with all applicable federal, state, and local laws, rules, building codes, and regulations.
5. *Safety.* Seller shall take reasonable precautions to ensure the safety of its workers. However, Buyer shall provide Seller with safe ingress, egress, and work space, and shall indemnify and hold harmless Seller, and shall reimburse Seller for any loss or damage Seller may incur, including all attorneys’ fees and related costs and expenses, arising, directly or indirectly, from any conditions on or about the jobsite.
6. *Indemnification.* Buyer shall indemnify, defend and hold harmless Seller, including all attorneys’ fees and related costs and expenses, arising, directly or indirectly, from or in connection with: (i) the installation, operation, transportation, storage, use, or alteration by Buyer, its agents, employees, contractors, or subcontractors, of any equipment, goods, or materials supplied by Seller; (ii) any sole or concurrent negligence or willful misconduct of Buyer, its agents, employees, or contractors; or (iii) any failure by Buyer or its agents, employees, contractors, or subcontractors to comply with these Terms and Conditions and/or any applicable laws, rules, building codes, and regulations. Buyer further agrees that it will protect, indemnify, and save harmless Seller from any and all claims, demands, and causes of action arising, in whole or in part, out of acts or omissions of any employee, contractor or agent of Buyer.
7. *Entering Seller’s Premises.* If Buyer enters on or into Seller’s premises for any reason, Buyer shall comply with all directions, warnings, posted safety rules and other requirements of Seller.
8. *Insurance.* Buyer bears all risk of loss of or damage to goods or materials after delivery to the carrier FCA. Buyer shall provide and maintain adequate insurance to fully protect Seller for loss or damage by fire or other causes to the goods, equipment or materials during the time between delivery and final payment or acceptance, whichever is later. Loss or damage by fire or other causes to goods, equipment or materials during the time between delivery and final payment shall not relieve Buyer from its obligation to pay the purchase price in full. Buyer shall maintain insurance with coverage for property damage, loss of use, Workmen’s Compensation, Comprehensive General Liability, Contractual Liability, and Automobile Liability Insurance. Certificates confirming this insurance coverage shall be provided upon request.

9. *Payment and Credit Terms.* Unless different terms are expressly stated in the invoice or quote from Seller, payment in full for services rendered shall be made within thirty (30) days of invoice. Any different terms of payment for services are subject to the prior written approval of Seller's Credit Department.

For the purchase of goods and equipment, Seller may extend credit terms at its sole discretion. Absent approved credit, advance payment is required prior to shipping.

- a. With approved credit, payments are required for all orders of goods totaling \$50,000.00 or more, but below \$100,000.00, according to the following schedule: Fifty percent (50%) due at time of order, and fifty percent (50%) due thirty (30) days from shipment. If the remaining amount owed is paid ten (10) days from final shipment, Seller will reduce the remaining amount Buyer owes by two percent (2%). If any required payment has not been received by Seller thirty (30) days from shipment, Buyer shall pay an additional two percent (2%) of the total amount of the order(s), exclusive of taxes, with interest (Prime Rate plus two percent (2%) per annum) accruing on the amount owed until paid in full, compounded monthly.
- b. With approved credit, payments are required for all orders of goods totaling \$100,000.00 or more according to the following schedule: Thirty percent (30%) due at time of order, fifty percent (50%) due at one-half shipment schedule, and twenty percent (20%) due thirty (30) days from shipment. If the remaining amount owed is paid ten (10) days from final shipment, Seller will reduce the remaining amount Buyer owes by two percent (2%). If any required payment has not been received by Seller thirty (30) days from shipment, Buyer shall pay an additional two percent (2%) of the total amount of the order(s), exclusive of taxes, with interest (Prime Rate plus two percent (2%) per annum) accruing on the amount owed until paid in full, compounded monthly.
- c. Credit and payment terms for highly specialized equipment or equipment custom engineered by the manufacturer must be approved in writing in advance on a case-by-case basis.

Any and all payments not made within sixty (60) days of the due date shall accrue interest at Prime Rate plus two percent (2%) per annum. In addition, Buyer shall reimburse Seller for all costs incurred in collecting any sums due, including without limitation interest, attorneys' fees and court costs. There is no cash discount given for cash or prompt payment unless specifically agreed upon in writing.

10. *Taxes and Permits.* Buyer shall pay Seller, in addition to the purchase price, the amount of all applicable sales, use, privilege, occupation, excise, and other taxes, federal, state, local, or foreign in connection with furnishing goods or services to Buyer. Buyer shall, at its own expense, secure any work permit, labor permit, or any other authorization which may be required to permit Seller to perform requested services. If special certification, pre-qualification or other examinations are provided or obtained by Seller, all cost incurred by Seller shall be reimbursed by Buyer. Any loss or delay of services pending the procurement of any such permit, authorization, certification, or examination shall be at Buyer's risk.
11. *Shipping.* Unless otherwise designated by Seller, in writing, point of shipment shall be FCA Seller's facility, and such delivery to carrier will constitute delivery to Buyer. Title and risk of loss of equipment shall pass to Buyer at point of shipment. Buyer shall pay Seller, in addition to the purchase price, freight charges which may be required in shipping equipment from the point of manufacture or storage to Buyer. If freight charges are included in the quotation, Buyer shall pay Seller, in addition to the purchase price, any transportation charges increase, either because of increased transportation rates or because of a change in the method of transportation.
12. *Shipping Dates.* The quoted shipment time herein is approximate and estimated from the date of receipt of order with complete manufacturing information and approval of drawings as may be necessary. Seller relies upon information supplied by manufacturers and will endeavor to maintain quoted shipment times but Seller will not be liable for any special, indirect, or consequential damages arising from delay in shipment, irrespective of the reason thereof.
13. *Inspection and Notification of Non-conforming Goods or Performances.* Buyer shall inspect all shipments within twenty-four (24) hours of arrival. Buyer shall notify Seller, in writing, of any shipments that do not conform to this Agreement. Buyer shall inspect all installations within twenty-four (24) hours of completion. Buyer shall notify Seller, in writing, of any installations that do not conform to this Agreement.

14. *Suspension and Cancellation.* Should Buyer elect to suspend any work or service, Seller shall be notified at least seven (7) days in advance of the suspension date and Seller shall be entitled to a price adjustment for reasonable expenses and delays resulting from such suspension. This Agreement cannot be cancelled or modified after Buyer's acceptance of the goods or after the goods or materials become Seller's work-in-process, whichever occurs first, unless Seller gives prior written consent. Buyer may request Seller's written consent to cancel an order, which may be granted in Seller's sole discretion and only upon written notice to Seller and payment of reasonable cancellation charges including actual administrative and other expenses, and a cancellation fee determined using the chart below based on the time elapsed between the order date and the cancellation date as a percentage of the time from the order date to the scheduled shipment date. The cancellation fee is a percentage of the total order value as follows:

Time	Fee
0-10%	5%
11-20%	15%
21-30%	25%
31-40%	35%
41-50%	45%
51-60%	55%
61-70%	65%
71-80%	75%
81-90%	85%
91-100%	95%

15. *Restocking.* No merchandise may be returned to Seller without Seller's written consent and shipping instructions first being provided by Seller. Upon Buyer's request to return merchandise, Buyer shall pay reasonable restocking charges to Seller, which will be determined by Seller and provided to Buyer upon Buyer's request.

16. *Limited Warranty and Exclusive Remedy.* As a distributor for various manufacturers, Seller is dependent upon representations and promises made by these manufacturers as to the quality of material, performance data, and delivery schedules of goods. Seller passes on to Buyer any warranties that may be available from the manufacturer of the goods involved. If there are no warranties from the manufacturer to pass on to Buyer, Seller only warrants items of original manufacture of Seller for six (6) months after date of shipment against defects in material and workmanship. All warranty claims must be made in a timely fashion by written notice to Seller, and Seller or the manufacturer shall have the option to require the return of the defective good(s), transportation prepaid to establish the claim.

THE REMEDIES SET FORTH IN THIS SECTION ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY FAILURE OF SELLER TO COMPLY WITH ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION.

THERE ARE NO OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND OF FITNESS FOR ANY PURPOSE NOR ANY AFFIRMATION OF FACTS OR REPRESENTATION WHICH EXTENDS BEYOND THE DESCRIPTION OF THE PRODUCTS BY THE MANUFACTURER.

This warranty shall be void and Seller shall have no responsibility to repair or replace defective or damaged products, equipment or component parts resulting directly or indirectly from (1) the use of repair or replacement parts not from manufacturer or approved by manufacturer, (2) Buyer's storage, installation, maintenance, use and operation of the products, equipment and goods sold, or (3) Buyer's failure to follow manufacturer's or Seller's written instructions, drawings and/or good engineering practice. Deterioration and wear occasioned by chemical and abrasive action or excessive heat, corrosion, erosion, and normal wear and tear shall not constitute defects. All costs of transportation of products claimed not to be warranted and of replacement products, both to and from Seller's or manufacturer's service facility, shall be borne to Buyer. The warranty provided under these terms does not cover or assure uninterrupted operation. Seller does not assume and disclaims any liability for damages caused by any delays in use due to warranty work.

The warranty provided herein does not apply to any components or equipment sold by others.

Seller warrants to Buyer that the services supplied will be performed in a competent, diligent manner and in accordance with generally accepted standards for such services in the location where the services are performed. This warranty for services does not extend to equipment or parts manufactured or furnished by Seller. Such equipment or parts furnished by Seller shall be subject only to Seller's equipment or parts warranty as set forth above. Parts or components furnished, but not manufactured, by Seller are warranted only to the extent of the original manufacturer's warranty to Seller, and Seller shall have no responsibility for such warranty.

All services provided by Seller shall be promptly inspected and accepted by Buyer upon completion and prior to Seller's leaving Buyer's premises. At such time Buyer must assert in writing any obvious claims in connection with the work performed or such claims are waived.

All claims for defective services hereunder must be made in writing immediately upon discovery and, in any event, within ninety (90) days from the date of completion of said services. Defective work must be unmodified and held for Seller's inspection. Routine items such as but not limited to minor control adjustments, are not considered warrantable. Upon submission of a claim and substantiation thereof, Seller may, at its option, either (i) repair, re-perform or replace the defective work, including repair or replacement, FCA Seller's facility (as described herein) of any defective or damaged parts furnished by Seller in connection with such services upon return thereof, FCA Seller's facility, within the warranty period, or (ii) refund an equitable portion of the contract price. **THE FOREGOING SERVICE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY. SELLER MAKES NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE.**

17. *Limitation of Liability.* Seller shall not be liable for any damage, personal injury, death, or delay caused by any defects in the good(s) or equipment sold. Buyer shall promptly inspect all goods and equipment upon delivery. Seller's liability to Buyer, except as to title, arising out of supplying the service, good(s) or equipment, or use of the good(s) or equipment, whether based upon warranty, contract, or negligence, shall be limited and shall not in any case exceed the cost of correcting defects in the good(s) or equipment or the purchase price, whichever is less. Upon expiration of the warranty period, all such liability shall terminate. Seller shall not be liable for any special, indirect, or consequential damages, under any circumstances. Buyer understands that Seller shall not be utilized by Buyer as a supervisor of Buyer's employees, subcontractors or agents. Seller shall not be responsible for any acts, omissions or workmanship of employees, contractors, subcontractors, or agents of Buyer or for their failure to follow the advice or instructions of the Seller, or for performing any work or giving any advice in respect to equipment supplied by Buyer or manufactured or supplied by others. Seller has no responsibility for the suitability of the installation site, the appropriateness and compatibility of the installation with respect to the remainder of Buyer's facility or the ability of Buyer's personnel to correctly adjust, operate and maintain Seller's products.
18. *Scope of Work and Changes.* It is recognized that the nature of service is such that changes in the scope of the service as originally contemplated may occur. Seller will undertake additional services upon request, but reserves the right to require Buyer to confirm in writing any extension of the services originally ordered. Seller shall be entitled, however, to rely upon oral orders, including instructions of Buyer's representative at the site. Any additional services performed by Seller shall be paid at Seller's standard service rates or as otherwise agreed to in writing between the parties.
19. *Commissioning Services.* Seller's services as relates to commissioning of equipment, are limited to assisting customer with the commissioning of only the equipment supplied by Seller, and does not include commissioning of Buyer's systems or facilities or the commissioning of any equipment supplied by others. Commissioning is limited to verifying that the equipment meets the required specifications and appears to be operating as designed. Seller is not the designer of the equipment or Buyer's systems, and Seller's services are not a safety audit or inspection of the design or use of any electrical, mechanical, or any other portions of the Buyer's facilities or systems. Seller is not reviewing the operations, processes, sequences, or any other aspects of Buyer's operations or its intended use of equipment. Seller is not assessing whether OSHA, MSHA, or any other safety standards apply or have been met regarding any of Buyer's facilities, systems, processes, operations or use of the equipment being commissioned.
20. *Assignment.* Buyer shall not assign this Agreement, or any part thereof, without Seller's prior written consent. Such consent shall not release Buyer from its obligations and liabilities under this Agreement.
21. *Confidential Information.* All pricing and payment terms of this Agreement are confidential and shall not be disclosed to others by Buyer, its agents, employees, or subcontractors without Seller's prior written consent.

22. *Default.* If Buyer breaches this Agreement or fails to perform any of its obligations under this Agreement, Seller may exercise any and all rights and remedies provided by law. Buyer shall pay Seller all reasonable costs of collection, including reasonable attorneys' fees, incurred by Seller in collecting any amounts owed by Buyer hereunder. The remedies reserved herein shall be cumulative and additional to any other remedies available by law or in equity.
23. *Waiver of Breach.* No waiver of or exception to any of the terms, conditions, or provisions contained in this Agreement shall be valid unless specifically agreed to in writing by Seller. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach, or of such provision. No failure by Seller to exercise, or delay in exercising, any rights, remedies, powers, or privileges arising from this Agreement shall operate or be construed as a waiver thereof.
24. *Force Majeure.* Seller shall not be liable to Buyer for delays or failure to perform under this Agreement due to acts of God, acts of governmental authority, acts of terrorism, war, fires, floods, epidemics, public health emergencies, strikes, or causes or contingencies reasonably beyond Seller's control.
25. *Consequential Damages.* Buyer and Seller mutually waive any claims against each other for any consequential damage(s) that may occur due to a breach of this Agreement or otherwise.
26. *Relationship between the Parties.* Nothing contained herein shall be construed as creating any agency, partnership, employment, or fiduciary relationship between Buyer and Seller. Neither party shall have authority to bind the other party in any manner whatsoever.
27. *Notices.* All notices, requests, consents, claims, demands, waivers, and other communications herein (each, a "Notice") shall be in writing and addressed to the parties at the addresses designated by the parties in writing. All Notices shall be delivered by electronic mail **and** nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
28. *Governing Law.* This Agreement and performance hereunder is to be construed according to the laws of the state of Louisiana, notwithstanding any conflicts of law provisions.
29. *Jurisdiction and Venue.* Buyer hereby irrevocably consents to the exclusive jurisdiction and venue of any court of proper jurisdiction located within the state of Louisiana in connection with any matter arising out of this Agreement or the transactions contemplated under this Agreement.
30. *Severability.* If any term or provision of this Agreement is found invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term of this Agreement, or invalidate or render unenforceable such term in any other jurisdiction.
31. *Captions and Headings.* The captions and headings of each section or subsection of this Agreement are for reference purposes only and shall not affect, in any way, the meaning or interpretation of this Agreement.