



Headquarters:
800 Busse Rd.
Elk Grove Village, IL 60007
Toll Free: 1.847.364.3700

Manufacturing:
12601 S. Homan
Ave.
Blue Island, IL 60406
1.708.489.4900

Advanced Valve Technologies

Quotation

Quote Number Q-00349597 Created Date 5/14/2024

To

Bill To Name	City Of Seguin	Ship To Name	City Of Seguin
Bill To	205 North River Street Seguin, TX 78155 USA	Ship To	3027 North Austin Street Seguin, TX 78155 USA
Contact Name	Josh Trent	Expiration Date	6/13/2024
Phone	(830) 401-2406		
Email	jtrent@seguintexas.gov		
Description	GBU for 6in For SDR 21 ID 5.955 for 8in GBU ID 7.754		

AVT would like to thank you for your interest in our products and services. AVT is pleased to submit the following information on the cost of products listed below. AVT looks forward to serving you now, and in the future.

Product	Quote Line Item Description	Sales Price	Price Each	Quantity	Total Price
040EZVOL500	4" EZ VALVE, OPEN LEFT, CI,DI,	USD 4,033.00	USD 4,033.00	2.00	USD 8,066.00
060EZVOL710	6" EZ VALVE, OPEN LEFT, CI,DI,	USD 4,459.01	USD 4,459.01	3.00	USD 13,377.03
060EZVOL710-GBU	6" EZ VALVE, OPEN LEFT, CI,DI,	USD 4,972.54	USD 4,972.54	2.00	USD 9,945.08
080EZVOL915	8" EZ VALVE, OPEN LEFT, CI,DI,	USD 4,969.94	USD 4,969.94	3.00	USD 14,909.82
080EZVOL915-GBU	8" EZ VALVE, OPEN LEFT, CI,DI,	USD 5,483.48	USD 5,483.48	2.00	USD 10,966.96
120EZVOL1330	12" EZ VALVE, OPEN LEFT, CI,DI	USD 9,742.13	USD 9,742.13	2.00	USD 19,484.26
EZ-AP-1	EM MOUNTING BOLTS	USD 22.92	USD 22.92	4.00	USD 91.68
EZ-AP-6	STOP-PIN	USD 74.48	USD 74.48	1.00	USD 74.48
EZ-AP-7	U-GAUGE LEVEL INDICATOR	USD 61.87	USD 61.87	1.00	USD 61.87
EZ-GR-3	AVT FDA FOOD-GRADE TAPE	USD 30.93	USD 30.93	2.00	USD 61.86
EZ-GR-6	1 GALLON CAN OF AVT FDA ULTRA-LUBE	USD 178.74	USD 178.74	8.00	USD 1,429.92
EZ-RA-21	DRIVE UNIT BOLT	USD 80.21	USD 80.21	2.00	USD 160.42

Total Price USD 78,629.38

****Freight on Buyer from Elk Grove Village****

**** Terms and Conditions of Sale apply ****



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ACCEPTANCE IS EXPRESSLY MADE CONDITIONAL ON PURCHASER'S ASSENT TO THE ADDITIONAL OR DIFFERENT TERMS CONTAINED IN AVT'S T&C'S

Agreement	<p>This sales order (including all attachments hereto and any amendments or modifications made in accordance with the terms hereof, collectively the "Order") constitutes an expression of intent by Advanced Valve Technologies LLC ("Seller") to sell the goods, machinery, equipment and services specified on the face hereof (collectively the "Goods") at the price(s) and with the delivery date(s) so specified, upon the terms and conditions set forth herein and in accordance with any specifications on the face hereof and in any attachments, schedules, exhibits, designs or drawings attached hereto (collectively the "Specifications"). This Order shall not constitute an acceptance of any provisions in any purchase order or confirmation of Purchaser that add to or conflict with the terms hereof. This Order shall constitute the entire contract between Purchaser and Seller, notwithstanding any such varying provisions or any form or electronic message sent by Purchaser after the date hereof. Any proposal to vary any of the terms hereof is hereby objected to and rejected, and shall not form a part of the contract. Technical documents, including but not limited to any drawings, descriptions, illustrations or designs, whether supplied by Seller or Purchaser, and whether or not included as part of the Specifications, shall serve only to provide approximations and general guidance as to the characteristics of the Goods and shall not bind either party. There are no oral understandings between Purchaser and Seller, and no agreements other than those embodied herein. This Order may not be amended or modified except in writing signed by an authorized representative of Seller.</p>
Cancellation	<p>Purchaser may not cancel this Order, or any part thereof, without Seller's written consent. If Purchaser wrongfully cancels this Order, Purchaser shall be liable to Seller for any and all of the following expenses incurred by Seller:</p> <ul style="list-style-type: none">(i) direct costs in connection with the ordering or purchase of materials or parts in connection herewith(ii) engineering and labor costs in connection herewith(iii) administrative and overhead costs allocable to work already performed in connection herewith and(iv) costs and expenses to which Seller has been committed prior to cancellation of this Order. <p>The amount payable by Purchaser as set forth above shall be reduced by the amount of any payments made by Purchaser in respect of the Goods prior to the date of cancellation. In addition to the above, Purchaser agrees to pay Seller an amount equal to 15% of the total amount payable as set forth above, to compensate Seller for its anticipated profits lost as a result of Purchaser's cancellation. All sums owing pursuant to this paragraph shall be payable in full immediately upon Purchaser's receipt of written notice thereof from Seller.</p>
Price	<p>All prices are quoted Ex Works ("EXW", as defined in INCOTERMS) Seller's fulfillment center in the United States of America, United Kingdom, Germany or Greece unless otherwise specified in Seller's written order acknowledgement. Without limiting the foregoing, except for Seller's internal costs with respect to inspection and compliance with governmental laws and regulations, prices do not include any costs of freight, insurance, special packaging or installation, any costs of inspection, permits or other compliance with governmental laws and regulations, any sales, use, excise, value-added, customs or other taxes, duties or fees, or any other charges, all of which must be paid by Purchaser. In the event Seller includes any such charges in any price herein, Seller may adjust such charges at any time prior to payment thereof by Seller on Purchaser's behalf in respect of any applicable changes in governing laws or regulations; and Purchaser agrees to pay any additional charges incurred as a result of any such adjustment. In addition, Purchaser will be responsible for all additional costs and expenses incurred by Seller, including storage fees, if the goods are transferred to a storage facility as further described in Section 5 below. Any changes made by Purchaser to an order 24 hours after the Order Acknowledgment is sent will be charged a \$300 change fee plus any additional costs incurred to facilitate such request. This includes modifications to packing configurations, product labeling, and shipping paperwork.</p>
Contingency Materials	<p>Contingency Materials are materials shipped to a Purchaser's onshore or offshore jobsite where Seller is the Installer. Contingency Materials exceed the Purchaser's order quantity to allow for any changes in the project scope or unforeseen challenges. Contingency Materials will be clearly marked on all packing lists. Upon completion of a project the Purchaser will be notified by the Seller of any contingency stock that has been used and the Purchaser will be required to provide a revised purchase order within five (5) days to ensure purchase order and invoice correlate. The Purchaser is required to return any unused Contingency Materials to the Seller within one (1) calendar month of de-mobilization. Contingency</p>



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Materials must be returned to the Seller in the same condition as shipped, unopened and undamaged. The Seller reserves the right to invoice the Purchaser for any Contingency Material which is not returned within the timeframe specified and/or is returned damaged and/or opened.

Payment and Inspection

The Order will be invoiced the earlier of when the goods are picked-up or 5 days after the Seller advises the Purchaser of the firm date the Goods will be available for pick-up (see Section 5 below). Purchaser may inspect Goods delivered hereunder upon receipt at final destination. Within ten (10) business days thereafter, Purchaser shall give written notice to Seller of any alleged defect in the condition or quality of such Goods, or of any alleged nonconformities with the Specifications, and shall indicate the basis of its claim in detail. Purchaser's failure to furnish such notice within 10 days shall constitute irrevocable acceptance of the Goods. Purchaser agrees to pay interest on any overdue payment on this Order at a rate of 18% per annum, computed on the basis of a 360-day year and the actual days elapsed and to accrue from the date such payment is due until paid in full; provided, however, that if such rate exceeds the maximum rate permitted under applicable law, then interest shall be charged at the maximum rate permitted under such law. In addition, Purchaser agrees to pay all costs, including reasonable attorneys' fees, incurred by Seller in the enforcement of any obligation of Purchaser hereunder.

Delivery

(i) Goods are sold Ex Works Seller's fulfillment center in the United States of America, United Kingdom, Germany or Greece. Unless otherwise specified in Seller's written order acknowledgement, Purchaser shall select the method of, and arrange for, transportation to final destination. The delivery date specified on the face hereof represents Seller's estimate of the date the Goods will be made available to Purchaser's carrier and is based, in part, on information supplied by Purchaser. Accordingly, Seller will attempt in good faith, but does not guarantee or covenant, to make the Goods available by such estimated shipping date; and Seller shall not be obligated to take any extraordinary steps to meet such date (including the use of overtime labor) nor shall Seller be liable for any damages suffered by Purchaser as a result of Seller's inability to meet the estimated shipping date.

(ii) Once the Seller advises the Purchaser of the firm date that the Goods will be available, Seller must arrange for such Goods to be picked up and transported from Seller's fulfillment center within five (5) days of the date specified by Seller. If the Goods are not removed from Seller's fulfillment center by 5 p.m. local time on the fifth (5th) day after the date specified by Seller, then Seller may, in its sole discretion, transfer the Goods to a third party storage facility. Purchaser shall be responsible for: (a) all costs and expenses incurred by Seller in connection with such transfer, including without limitation all applicable transport and storage fees, and (b) an additional storage administration fee of 1% per calendar week pro-rated to the amount of days the shipment remains at a CSNRI location beyond the completion date listed on the Order Acknowledgement. For clarity, risk of loss passes to the Purchaser as soon as Seller makes the Goods available on the date the Seller specifies. From that point forward (including during transfer to and following delivery to a third party storage facility), the Purchaser shall be responsible for the Goods, including obtaining any insurance thereon, and if the Goods are lost, damaged or destroyed at any time thereafter (including during transport or while at a storage facility), the Seller will not replace them or refund any payments.

Passage of Title and Security Agreement Title to Goods delivered hereunder shall pass to Purchaser when the Seller makes the Goods available on the date the Seller specifies, and Purchaser agrees to assume all risk of loss of the Goods at that time. Purchaser hereby grants to Seller a security interest in all such Goods to secure payment of all sums due Seller hereunder. Purchaser authorizes Seller to file an initial financing statement, and any applicable amendments thereto and continuations thereof, with any office that Seller may determine to be necessary or appropriate, in order to evidence Seller's interest in the Goods.

Limited Warranty

(i) The Goods are warranted to be free from manufacturing and materials defects, in accordance with Seller's internal quality control standards, at the time of their delivery to Purchaser's carrier by Seller. Goods purchased from Seller which are defective at the time of their delivery to Purchaser's carrier by Seller will be replaced or repaired by Seller, in Seller's discretion, provided Purchaser has notified Seller of such defects in writing on or prior to the earlier of (a) TEN (10) BUSINESS DAYS from the discovery of the defect, or (b) ONE (1) YEAR from the date the Goods are delivered to Purchaser's carrier. Goods constituting epoxies, adhesives, fillers and other chemicals used for installation are warranted to have a remaining shelf life of at least six (6) months from the date the Goods are delivered to Purchaser's carrier.

(ii) At Seller's option, Seller may inspect allegedly non-conforming Goods at Purchaser's facility. If Seller determines in its



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sole discretion that there has been no breach of the warranty described above, then Purchaser will reimburse Seller for all costs, including without limitation, travel and related expenses, as well as salary and related fringe benefits for such inspectors, incurred and expended during the period of such travel. If Seller determines in its sole discretion that there has been a breach of the warranty described above, then Seller will repair such non-conforming Goods, or issue a Return Merchandise Authorization Number for return of the Goods. Goods properly returned by Purchaser pursuant to this paragraph shall be shipped to Seller on a Delivered Duty Paid ("DDP", as defined in INCOTERMS) basis, and Seller will ship to Purchaser, as available, repaired or replacement Goods therefor. Repaired or replacement Goods will be shipped to Purchaser EXW Seller's fulfillment center in the United States of America, United Kingdom, or Greece.

(iii) At Seller's option, Seller may reimburse to Purchaser the original purchase price of the returned, non-conforming Goods less any and all discounts and commissions accorded Purchaser. Reimbursement shall be paid by Seller in U.S. Dollars by wire transfer to a bank account designated by Purchaser.

The foregoing limited warranty does not cover failure to function or damage to the Goods caused by or resulting from accident, misuse, unreasonable use or abuse of the Goods, failure to maintain or use of improper maintenance, acts of God or other acts normally considered as "force majeure" or unauthorized repair or alteration. In no event shall Seller's liability under this warranty exceed the original purchase price of the Goods which are the subject of a proper notice of defects.

Limitation of Remedies

The foregoing limited warranty is limited to repair or replacement of defective Goods, is non transferable, is contingent upon proper use of the Goods covered, and does not cover Goods which have been subject to unusual stress or modified or altered in any way. The warranty and remedies set forth above are exclusive and in lieu of all others, oral or written, expressed or implied. SELLER MAKES NO WARRANTIES OR REPRESENTATIONS AS TO PERFORMANCE OF THE GOODS OR AS TO SERVICE TO PURCHASER OR TO ANY OTHER PERSON, EXCEPT AS SET FORTH ABOVE. SELLER RESERVES THE RIGHT TO CHANGE THE WARRANTY AND SERVICE POLICY SET FORTH HEREIN AT ANY TIME WITHOUT NOTICE OR LIABILITY TO PURCHASER OR ANY OTHER PERSON. EXCEPT AS SET FORTH ABOVE, ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, SUSTAINED OR INCURRED IN CONNECTION WITH THE GOODS OR CAUSED BY PRODUCT DEFECTS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN.

Engineering Services

Unless otherwise agreed in writing, Purchaser shall be responsible for the erection, installation and start-up of the Goods, and shall pay all related expenses. Seller at its option may provide the services of its personnel in connection with or subsequent to the erection, installation or start-up of the Goods if Purchaser so desires, and Purchaser shall pay all related expenses incurred by Seller, including but not limited to traveling and living expenses of Seller's personnel, as well as a fee for labor performed by Seller's personnel in connection therewith, based on Seller's normal hourly rates. In the event Seller furnishes any installation services, Purchaser shall at its expense furnish the required installation space for all Goods, and shall timely comply with all applicable specifications for installation up to and through the date of completion of installation.

Confidential Information

Purchaser acknowledges that Seller has a proprietary interest in all information, technical data, designs, specifications and memoranda relating to the Goods and any processes and methods with respect to the operation thereof (collectively the "Information"), that the Information is a unique and valuable business asset of Seller, and that Seller would be seriously and irreparably harmed by its wrongful disclosure or other misuse. Purchaser therefore agrees not to use any of the Information for any purpose other than the installation, servicing and operation of the Goods, not to copy any of the Information or disclose any part thereof to any person or entity other than its employees (and then only to the extent required in the performance of their work), and to return all of the Information in its possession to Seller upon request. Purchaser agrees not to disassemble or reverse engineer or permit any of its employees, agents, or any other person or



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entity to disassemble or reverse engineer the Goods. Purchaser hereby acknowledges that these restrictions apply to any and all employees, agents, successors and assigns of Purchaser, and Purchaser shall take all reasonable measures to ensure compliance with this restriction.

Force Majeure	Each party shall be excused from the duty to render timely performance of any obligation hereunder if such inability to perform is caused directly or indirectly by act of God, flood, war, riot, fire, accident, explosion, strikes or labor trouble, act of government, delay or default by subcontractor or supplier of materials or services, transportation difficulty, the existence of any circumstance making performance commercially impracticable or any other cause beyond the party's reasonable control; provided, however, that the obligation to make any payment due and owing under this Order shall not be excused for any reason whatsoever. In the event of a Force Majeure event Seller's schedule shall be adjusted accordingly and the contract price shall be adjusted to include any additional costs, overhead and reasonable profit.
Waiver of Compliance; Severability	Waiver by either party of a breach by the other of any provision of this Order shall not be deemed a waiver of such party's subsequent ability to exercise that right. If any provision contained in this Order (or application thereof to any person or circumstance) shall to any extent be held void or invalid by a court of competent jurisdiction, the remainder of this Order (or the application of such provision to persons or circumstances other than those as to which it is held or invalid) shall not be affected thereby, and each provision of this Order shall be valid and enforced to the fullest extent permitted by law.
Jurisdiction	The Seller and the Purchaser hereby irrevocably consent and submit to the exclusive jurisdiction of any Texas state court or Federal court sitting in Houston, Texas in any action or proceeding of any type whatsoever arising out of or relating to this Order. The Seller and the Purchaser hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in any such court. Each of the parties hereto hereby irrevocably waive, to the fullest extent they may effectively do so, and agree not assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that they are not personally subject to the jurisdiction of the above-named courts, or any defense of an inconvenient forum or improper venue, or that the subject matter hereof may not be enforced in or by such court. The Seller and the Purchaser hereby irrevocably consent to the service of the summons and complaint and any other process which may be served in any such action or proceeding by mailing of copies thereof to the Seller and the Purchaser at their addresses specified in the opening paragraph to this Agreement. The Seller and the Purchaser agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
Assignment	Neither this Order nor any associated order acknowledgement may be assigned by the Purchaser, or its contents publicized by the Purchaser, without the written consent of Seller. Seller shall have the right to assign, transfer or sublicense all or any part of this Order or any associated order acknowledgement to another at any time and without the consent of Purchaser.
Miscellaneous	This Order and any associated order acknowledgement and the terms and conditions contained herein and therein constitute the entire understanding of the parties with respect to the purchase and sale of the Goods, and any prior agreements, with respect thereto, whether written or oral, are superseded hereby. This Order and any associated order acknowledgement shall be binding on the parties and their respective successors and any permitted assigns
Electronic Data Interchange	The parties may execute an order acknowledgement by transmitting and receiving the data contained in the order acknowledgement electronically rather than in paper form. To provide the legal validity and enforceability of such order acknowledgement, the parties further agree that the data transmitted therein will be considered "in writing" and to have been "signed." The parties agree not to contest the validity or enforceability of an order acknowledgement because of the electronic origination, transmission, storage or handling of such order acknowledgement. Any computer printout of the data contained in the order acknowledgement will be considered an "original" when maintained in the ordinary course of business and will be admissible as between the parties to the same extent and under the same conditions as other business records maintained in documentary form. The parties agree to properly use those security procedures which are reasonably sufficient to ensure that a transmission of the data contained in an order acknowledgement is authorized and to protect its business records and data from improper sources.
Export Restrictions	Buyer shall not export or re-export Goods in violation of any applicable laws or regulations of the United States, United



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Kingdom, Germany, Greece, or the country in which Purchaser obtained them.

***** If an overnight order is placed for same day shipping, a 10% expedite fee will be applied *****

***** A restocking fee of 10% is applicable if order is cancelled after 7 days of PO issue date. *****

***** A restocking fee of 10% is applicable on expedited order if cancelled after PO issue date. *****