



Courtney Bend Water Treatment Plant

Independence, Missouri

Equipment Furnished by

WesTech Engineering, Inc.
3665 South West Temple
Salt Lake City, UT 84115
801.265.1000
801.265.1080 fax

Quote Furnished by

Chris Perry
801.290.6448
cperry@westech-inc.com

David Mortensen
801.290.1877
dmortensen@westech-inc.com

WesTech Represented by

Ray Lindsey Company
Trent Ropp
17221 Bel-Ray Place
Belton, Missouri 64012
816.388.7440
tropp@raylindsey.com

Scope of Supply

Refurbished WesTech DS43 Dual Shaft Drive

WESTECH

WesTech Proposal: 2099128.2
Date: 11 June 2021



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Technical Proposal

Item A – Refurbished WesTech DS43 Dual Shaft Drive

WesTech shall supply a refurbished WesTech DS43 Dual Shaft Drive, Model No. DV8026, to replace the existing drive unit on a 70-foot diameter clarifier at Courtney Bend WTP in Independence, Missouri.

A **Refurbished** drive unit means that WesTech has taken a used WesTech drive, replaced all the moving parts and the torque control device, and recoated the assembled unit. This will make the drive unit “like new”. It will have the same operating and attachment parameters of your existing drive unit (**serial number 18170A**).

Drive Unit will be Furnished Complete with the Following Components:

- A WesTech Dual Shaft Drive Unit for:
 - ✓ 20,000 AGMA 20-year Continuous Torque (ft•lbs)
 - ✓ 0.040 Rake Output Speed (RPM)
 - ✓ Clockwise Direction of Rake Rotation
 - ✓ 16.36 (max.) Impeller Output Speed (RPM)
 - ✓ Counterclockwise Direction of Impeller Rotation
 - ✓ 255,448 Overturning Moment of Both Main Bearing (ft•lbs)
- An epoxy-coated steel drive base. The steel surface preparation shall be a SSPC-SP6/NACE 3 commercial blast; the primer coat shall be Tnemec® Pota-Pox Plus N140F, Beige 1255 Polymidoamine Epoxy, 3 to 9 mils DFT; the finish coat shall be Tnemec® Endura-Shield II 1074U, Dark Blue B5712 Aliphatic Acrylic Polyurethane, 2 to 5 mils DFT; with a total dry film thickness of 5-14 mils.
- Forged alloy steel, contoured-race, locked-ring precision main bearing.
- Grease lubrication of the main gear, pinion, and of the main bearing.
- A direct-coupled cycloidal speed reducer.
- A ½ HP TEFC motor, suitable for 230/460 volt, 3-phase, 60-hertz supply power.
- A direct-coupled helical impeller speed reducer.
- A 15 HP TEFC, VFD-rated impeller motor suitable for 230/460 volt, 3-phase, 60-hertz supply power

- Bridge mounting adapter and output shaft adapters and flanges, all designed and manufactured according to measurements recorded by WesTech.
- All fasteners necessary to attach the drive to the center shaft and the bridge.
- Stainless steel weatherproof WesTech Torkmatic® torque control with a stainless-steel enclosure, visual indicator dial, and two limit switches set at:

Alarm Torque: 100 % Shut Down Torque: 110 %

Warranty

Five (5) years.

Clarifications/Comments

- This proposed drive unit will be refurbished using the OEM specification, and thus, WesTech will not provide a submittal for this project. There are two exceptions, however, the impeller main gear/bearing and pinion gear will be updated to a fine-tooth design; and the mount for the impeller reducer stack will be more robust.
- Installation of the drive unit is to be done by others, unless purchased as part of this proposal.
- One (1) electronic copy of the Operation & Maintenance Manual for the drive unit is included.
- This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.
- All field surface preparation, field paint, touch-up, and repair to shop painted surfaces are not by WesTech.

Optional Items

Turnkey Installation Service

WesTech will provide the manpower, supervision, and tools to remove the existing drive unit and install the WesTech DS43 Dual Shaft drive unit. The scope of this service includes:

- Site mobilization and demobilization including— personnel, equipment (as needed), and travel time to and from the job site.
- Cranes, mats, rigging equipment as needed.
- Support of super structure as needed.

- Removal of the existing shaft drive unit.
- Installation of the new WesTech shaft drive unit.
- Leveling of drive unit and rake arms.
- Startup Service from a WesTech technician.

Scope does not include:

- Overtime premiums or weekend work.
- Draining and cleaning of the tank.
- Standby time while draining and cleaning the tank.
- Electrical disconnect or connect.
- Offloading and storage of drive units.
- Bypass pumping.
- Disposing of old debris/parts.
- Grease or oil for maintenance lubrication.
- Grout or civil work.

Installation Clarifications

Special Requirements:

- Dehumidification equipment allowances are not included nor anticipated.
- Special considerations for breathing apparatus, air quality monitoring, vacuum evacuation of weld fumes, and fans have not been included.
- Special paint testing (spark, holiday) is not included.

Labor:

1. Price is based on open shop labor practices and rates.
2. WesTech's Project Manager/Representative will be on site at mobilization, at completion, and will make periodic site visits during installation to monitor progress.
3. Price is based on free and easy access to and around tank foundations and tank shell for no less than 12 hours during the daytime for 7 days per week. Although pricing may not include working during all the access time, we require access during these times to maintain schedule due to events that cannot be foreseen.
4. Price is based on one (1) move-in to the jobsite with clear and continuous access to and from the jobsite.

If another move-in is required due to purchaser's delays or if foundations are not complete and stand-by time is required, the costs incurred by WesTech shall be to the purchaser's account and completion date will be delayed, without penalty to WesTech, by the number of days until WesTech crews remobilize on site.

5. Price does not include personnel or equipment (blankets, tenting, hose, etc.) assigned exclusively for the purpose of safety and/or fire watch/protection and/or security and/or quality/inspection unless specifically noted above. OSHA does not require a hole watch and we have assumed the tank is a non-permit-required confined space which does not require a hole watch.
6. We assume the construction parking lot to be close enough to the work site that bussing is not required. If bussing is required, all associated costs shall be for the purchaser's account.
7. If field delays are caused due to non-WesTech errors, standard T&M rates apply to the delay.

General Conditions:

1. Arbitration -Any controversy or claim arising out of or relating to this proposal or breach thereof, shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction.
2. A normal outside work site free of overhead obstructions with reasonably clear access around tanks for crane and equipment is required. Site must be drained and adequately maintained by purchaser. Should conditions at site dictate other than a normal site with reasonably clear access, our price will be adjusted accordingly.
3. All necessary materials for the installation that are to be furnished by others but installed by WesTech shall be unloaded within fifty (50) feet of the applicable area of installation. Any materials received during our erection schedule and installed by WesTech will be unloaded by WesTech.
4. All electrical power for small tools and welding machines (460 v, 3 ph, 200 amps and 110v, 1 ph, 100 amps) along with connection and disconnection to be furnished by others at no cost to WesTech.
5. Work points, center lines, elevations, etc. to be provided by others prior to start of work.
6. WesTech does not take responsibility for damage to concrete floors, roadways, paved surfaces, or landscaping which may occur during normal erection work.
7. WesTech shall not be liable for incidental or consequential damages for any reason whatsoever.
8. No welding is permitted below the minimum metal preheat temperature per API code. WesTech has not included for preheating of the base metal for cold weather conditions nor associated weather delays.
9. WesTech standard inspections apply. Third party inspection and weld maps are not included unless specifically stated in this document.

Taxes, Codes, and Permits:

1. Although it is our intent to comply with all state and local laws, ordinances, codes, and regulations, due to the large marketing area we service, it is not feasible for us to attempt to research all these requirements. We are not aware of any special state or local codes that would require changes in this proposal design, however, the associated costs would be for the purchaser's account.
2. Federal, state, and local permits to be by others at no cost to WesTech.
3. Unless otherwise stated in this proposal, all sales and/or use taxes are excluded from this proposal.

Responsibilities of the Purchaser:

The following items are listed to clearly define the responsibilities of the Purchaser/General Contractor (P/GC) and are not the responsibilities of WesTech Engineering, Inc.

1. Special construction procedures or devices may be required to protect WesTech's employees from the work of others or to protect employees of others from the work of WesTech, in order to comply with applicable safety and health laws. The cost of providing such special construction procedures or devices will be borne by the P/GC.
2. Provide a clear, well-drained, and open space adjacent to the proposed tank location adequate for receiving and storing materials and construction equipment. If dewatering and/or stabilizing materials are required, they are the sole responsibility of the P/GC.
3. Provide and maintain an unobstructed roadway to, and access around the construction site and foundation of the tank, suitable for heavy trucks and construction equipment. If dewatering and/or stabilizing materials are required, they are the sole responsibility of the P/GC.
4. Provide access to facilities for emergency medical assistance in the event of a job accident.
5. Provide all lubricants.
6. Before construction is started and without cost to WesTech, the P/GC shall remove or make safe any conditions at the construction site which present a safety hazard to workmen or equipment including, but not limited to electric or telephone wires, pipe lines, flames, smoke, flammable gases, fumes, steam, poison, noxious chemicals, and hazards from other contractors working above or below the construction work. The P/GC shall have the sole responsibility for replacement and protection of all underground piping and facilities.
7. The PURCHASER shall be responsible for responsibilities outlined for the controlling entity within OSHA 29 CFR 1926.1400 (Cranes And Derricks). WesTech acknowledges the revised OSHA Crane and Derrick Standards but does not consider itself the controlling entity as defined in Section 1926.1401.
8. PURCHASER is to provide a dedicated spotter that is in contact with our crane operator if there are power lines within our crane's operating radius per OSHA 29 CFR 1926.1408. WesTech can provide the dedicated spotter at an additional cost if the owner does not provide one. As a safety precaution, WesTech's

construction forces do not operate hoisting equipment or install rigging within 15 feet of live electric power lines of 220 volts or greater.

9. All the terms and conditions of this proposal become an integral part of a resultant order.

Note: Any Item Not Listed Above to Be Furnished by Others.

Items Not by WesTech:

Electrical wiring, conduit or electrical equipment, piping, valves, or fittings, lubricating oil or grease, field painting or touch painting, field welding, erection, detailed shop fabrication drawings, performance testing, unloading, storage, concrete work, field service, (except as specifically noted).

This proposal has been reviewed for accuracy and is approved for issue:

By: **DavidFMortensen**

Date: 11 June 2021

Commercial Firm Proposal

Quote Name: Courtney Bend WTP

Proposal Number: 2099128.2

Date: 11 June 2021

WesTech Reference Project #: 18170A

1. Bidder's Contact Information

Company Name	WesTech Engineering, Inc.
Contact Name	David Mortensen
Phone	801.290.1877
Email	dmortensen@westech-inc.com
Address: Number/Street	3665 S West Temple
Address: City, State, Zip	Salt Lake City, UT 84115

2. Pricing

Currency US Dollars

Scope of Supply

Item A – Refurbished WesTech DS43 Dual Shaft Drive	\$ 38,128
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Option: Installation	\$ 34,442
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Prices are for a period not to exceed 30 days from date of proposal.

Taxes (sales, use, VAT, IVA, IGV, duties, import fees, etc.)	Not Included
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3. Payment Terms

Net due 30 days after shipment	100%
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All payments are net 30 days. Partial shipments are allowed. Other terms per WesTech proforma invoice.

4. Schedule

The estimated time to shipment after a purchase order is received.	8 weeks
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5. Freight

FOB Shipping Point Prepay & Add, with the freight cost to the jobsite prepaid by WesTech and added to the invoice.

Terms & Conditions

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on WesTech Engineering Inc. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

1. Specifications: WesTech Engineering Inc. is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

2. Items Included: This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

3. Parties to Contract: WesTech Engineering Inc. is not a party to or bound by the terms of any contract between WesTech Engineering Inc.'s customer and any other party. WesTech Engineering Inc.'s undertakings are limited to those defined in the contract between WesTech Engineering Inc. and its direct customers.

4. Price and Delivery: All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. WesTech Engineering Inc. or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying WesTech Engineering Inc. of any damage or shortage within forty-eight hours of receipt, and failure to so notify WesTech Engineering Inc. shall constitute acceptance by Purchaser, relieving WesTech Engineering Inc. of any liability for shipping damages or shortages.

5. Payments: All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when WesTech Engineering Inc. is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

6. Payment Terms: Credit is subject to acceptance by WesTech Engineering Inc.'s Credit Department. If the financial condition of the Purchaser at any time is such as to give WesTech Engineering Inc., in its judgment, doubt concerning the Purchaser's ability to pay, WesTech Engineering Inc. may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by the WesTech Engineering Inc. until such payment has been received.

7. Escalation: If shipment is, for any reason, deferred by the Purchaser beyond the normal shipment date, or if material price increases are greater than 5% from proposal date to material procurement date, stated prices set forth herein are subject to escalation. The escalation shall be based upon increases in labor and material and other costs to WesTech Engineering Inc. that occur in the time period between quotation and shipment by WesTech Engineering Inc. Purchaser agrees to this potential escalation regardless of contradicting terms in the contract, except when an agreed upon escalation adder is included in the price.

(a) The total quoted revised price is based upon changes in the indices published by the United States Department of Labor, Bureau of Labor Statistics. Labor will be related to the

Average Hourly Earnings indices found in the Employment and Earnings publication. Material will be related to the Metal and Metal Products Indices published in Wholesale Prices and Prices Indices.

(b) Price revision for items furnished to, and not manufactured by WesTech Engineering Inc., which exceed the above escalation calculation, will be passed along by WesTech Engineering Inc. to Purchaser based upon the actual increase in price to WesTech Engineering Inc. for the period from the date of quotation to the date of shipment by WesTech Engineering Inc. Any item that is so revised will be excluded from the index escalation calculations set forth in subparagraph (a) above.

8. Approval: If approval of equipment submittals by Purchaser or others is required, a condition precedent to WesTech Engineering Inc. supplying any equipment shall be such complete approval.

9. Installation Supervision: Prices quoted for equipment do not include installation supervision. WesTech Engineering Inc. recommends and will, upon request, make available, at WesTech Engineering Inc.'s then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by WesTech Engineering Inc. or installed in accordance with WesTech Engineering Inc.'s instructions, and inspected and accepted in writing by WesTech Engineering Inc., rests entirely with Purchaser; and any work performed by WesTech Engineering Inc. personnel in making adjustment or changes must be paid for at WesTech Engineering Inc.'s then current per diem rates plus living and traveling expenses.

WesTech Engineering Inc. will supply the safety devices described in this proposal or shown in WesTech Engineering Inc.'s drawings furnished as part of this order but excepting these, WesTech Engineering Inc. shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless WesTech Engineering Inc. from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by WesTech Engineering Inc. or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

10. Acceptance of Products: Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by WesTech Engineering Inc. within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by WesTech Engineering Inc. unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

11. Taxes: Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

12. Title: The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering Inc. until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering Inc.'s title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering Inc. may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering Inc. may suffer from any cause.

13. Insurance: From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for WesTech Engineering Inc.'s benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.

14. Shipments: Any shipment of delivery dates recited represent WesTech Engineering Inc.'s best estimate but no liability, direct or indirect, is assumed by WesTech Engineering Inc. for failure to ship or deliver on such dates.

WesTech Engineering Inc. shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, WesTech Engineering Inc. may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from WesTech Engineering Inc. that the equipment is ready for shipment; and thereafter any storage or other charge WesTech Engineering Inc. incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than WesTech Engineering Inc. or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond WesTech Engineering Inc.'s reasonable control and occurring at a location other than WesTech Engineering Inc. or its supplier's shipping points, WesTech Engineering Inc. assumes no liability in delivery delay. If Purchaser refuses such delivery, WesTech Engineering Inc. may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

15. Warranty: WESTECH ENGINEERING INC. WARRANTS EQUIPMENT IT SUPPLIES ONLY IN ACCORDANCE WITH THE WARRANTY EXPRESSED IN THE ATTACHED COPY OF "WESTECH WARRANTY" AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS WHICH IS MADE A PART HEREOF. SUCH WARRANTY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED OR STATUTORY, WESTECH ENGINEERING INC. SHALL NOT BE LIABLE ANY CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.

16. Patents: WesTech Engineering Inc. agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided WesTech Engineering Inc. is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give WesTech Engineering Inc. needed information, assistance, and authority to enable WesTech Engineering Inc. so to do. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering Inc. shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. WesTech Engineering Inc. will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at WesTech Engineering Inc.'s request. The foregoing states the entire liability of WesTech Engineering Inc., with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering Inc. assumes no responsibility for process patent infringement.

17. Surface Preparation and Painting: If furnished, shop primer paint is intended to serve only as minimal protective finish. WesTech Engineering Inc. will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. WesTech Engineering Inc. assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other

touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

Motors, gear motors, and other components not manufactured by WesTech Engineering Inc. will be painted with that manufacturer's standard paint system. It is WesTech Engineering Inc.'s intention to ship major steel components as soon as fabricated, often before drive, motors, and other manufactured components. Unless Purchaser can ensure that shop primed steel shall be field painted within thirty (30) days after arrival at the job site, WesTech Engineering Inc. encourages the Purchaser to order these components without primer.

WesTech Engineering Inc.'s prices are based on paints and surface preparations as outlined in the main body of this proposal. In the event that an alternate paint system is selected, WesTech Engineering Inc. requests that Purchaser's order advise of the paint selection. WesTech Engineering Inc. will then either adjust the price as may be necessary to comply or ship the material unpainted if compliance is not possible due to application problems or environmental controls.

18. Cancellation, Suspension, or Delay: After acceptance by WesTech Engineering Inc., this proposal, or Purchaser's order based on this proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by WesTech Engineering Inc. to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at WesTech Engineering Inc.'s plant or elsewhere, shall be for Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.

19. Return of Products: No products may be returned to WesTech Engineering Inc. without WesTech Engineering Inc.'s prior written permission. Said permission may be withheld by WesTech Engineering Inc. at its sole discretion.

20. Backcharges: WesTech Engineering Inc. will not approve or accept backcharges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of WesTech Engineering Inc.-furnished materials unless such back charge has been authorized in advance in writing by a WesTech Engineering Inc. employee, by a WesTech Engineering Inc. purchase order, or work requisition signed by WesTech Engineering Inc.

21. Indemnification: Purchaser agrees to indemnify WesTech Engineering Inc. from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

22. Entire Agreement: This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, and is not subject to modification except by a writing signed by an authorized officer of each party.

23. Motors and Motor Drives: In order to avoid shipment delays of WesTech Engineering Inc. equipment, the motor drives may be sent directly to the job site for installation by the equipment installer. Minor fit-up may be required.

24. Extended Storage: Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

25. Liability: Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of \$100,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by WesTech Engineering Inc. against which a claim is sought.

26. Arbitration Negotiation: Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: _____

Customer Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

