



WesTech DC42 Dual Cage Drive

Independence, Missouri

Owner



Plant Location

Courtney Bend WTP
Clarifier #8
14700 Cement City Road
Sugar Creek, Missouri 64057

Quote Furnished by

David Mortensen
801.290.1877
dmortensen@westech-inc.com

Chris Perry
801.897.9544
cperry@westech-inc.com

WesTech Represented by

Ray Lindsey Company
Trent Ropp
17221 Bel Ray Place
Belton, Missouri 64012
816.332.1972
tropp@raylindsey.com

WesTech Proposal: 2299036.2
Date: 3 March 2022

WESTECH



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Overview of WesTech Drive Units

WesTech is well known for providing top-quality process equipment for water treatment and wastewater treatment. WesTech stands behind their equipment, which has proven to meet the toughest of requirements. The WesTech drive unit has helped earn this reputation.

WesTech clarifier and thickener drive units provide the rotational force necessary to turn rake arms in a circular basin, transporting settled solids to the center of the tank for removal. WesTech's drive design takes advantage of direct in-line, high-efficiency reducer and motor stacks. In addition, WesTech provides durable precision bearings, state-of-the-art torque protection, combined as appropriate to result in off-the-shelf but customized designs for various process applications.

The proposed Drive Unit to Include:

Direct Coupling

Direct coupling of motor, reducer, and pinion shaft eliminates chain or belt drive transmissions, thus increasing efficiency and operator safety. This arrangement also allows for direct and accurate torque monitoring with WesTech's Torkmatic™ torque control.

Electric Motor

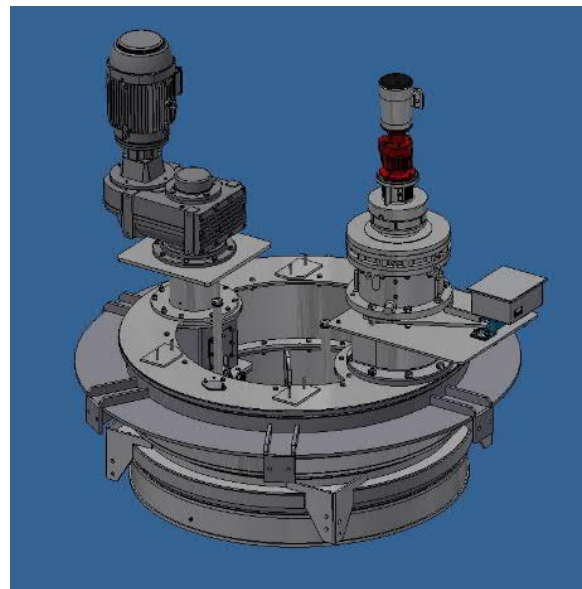
The electric motor, direct coupled to a speed reducer, rotates the internal gear by means of a pinion fastened to the output shaft of the speed reducer. The drive control pointer indicates the torque loading in percentages.

Input Speed Reducer

The speed reducer, driven by the motor, is completely sealed oil or grease lubricated unit. It is of the cycloidal type, which combines extremely high ratios with high efficiency and low wear in a compact unit. Torque transmitting elements roll rather than grinding or sliding, thus achieving efficiencies of 90 percent. Virtually no wear failures have occurred in properly sized WesTech drives.

Torkmatic™ Drive Control, Overload Protection

The Torkmatic drive control indicates and senses the output torque of the drive main gear. At excessively high torques, an alarm will sound, or the motor will stop, thus protecting the drive unit and mechanism. The torque control mechanism is extremely accurate at reading torque and is protected by a NEMA 4X weatherproof enclosure. For an additional fee, the torque control can be equipped with a 4-20 mA signal output for customer convenience and monitoring of the process from a remote location.



Precision Bearing Advantages

Precision Manufacturing Tolerances

The bearings utilized are acceptable for high load, high speed applications and are manufactured by recognized bearing companies. The use of these precision bearings is widespread among larger and more heavily loaded clarifier and thickener mechanisms common to the metallurgical industries.

Exceptional long life and load capacities

Instead of applying the bearing load in four points on the bearing balls as with old-style strip lined bearings, the precision bearing utilizes a full band contact race with hardness equal to that of the strip liners. Calculated bearing life is at least five times that for strip liners of the same ball size and diameter. The need for splitting gears and housings is eliminated because of the superior service life.

Overturning Load Capacity

Strip lined bearings have no inherent overturning load capacity and must rely on the mechanism weight alone to hold the bearing race together. This capacity of the precision bearing makes possible tank settling, misalignment, and lack of precision leveling of the drive during installation and operation a far less determining factor in premature bearing failure.

Main Bearing Protection

WesTech gear housings protect from dirt and contamination using designed neoprene seals and gaskets, whereas strip lined bearings can only use a loose felt seal. WesTech precision gears also allow the bearing to run in a separate sealed grease cavity, which achieves additional protection from contamination.

Item A – WesTech DC42 Dual Cage Drive

WesTech shall supply a replacement WesTech DC42 Dual Cage Drive, Model No. DV8060, to replace the existing drive unit, and install it on a 70-foot diameter WesTech clarifier (#8), Project No. 19219B at Courtney Bend WTP in Independence, Missouri.

Drive Unit Details	
Description	Proposed Used Unit
Drive Type	DC42 Dual Cage Drive
Housing Material	Steel
Duty Rated Torque (ft·lbs)	36,000
Rake Tip Speed (RPM)	0.041
Impeller Speed (RPM)	1.8 – 9.0
Rake Motor Size (HP)	1
Impeller Motor Size (HP)	7½; VFD Rated
Motor Speed/VAC/Hz/Phase	1800 RPM/460V/60Hz/3 Ph
Torque Control Settings (ft·lbs)	Alarm: 36,000 (100%) Motor Cutout: 39,600 (110%)
Main Gear and Pinion Lubrication	Grease
Main Bearing Lubrication	Grease
Attachment Points to Column & Cage	Same as Existing Drive

Warranty

Five (5) years after the date of startup, or five (5) years and six (6) months after the date the product was shipped from WesTech to the purchaser, whichever date occurs first.

Installation of Equipment

On-Site Removal & Erection	
Details	Description
Site Location	14700 Cement City Road, Sugar Creek, Missouri 64057
Equipment Location	open with close access to tank
Labor Type	Non-Union – The foreman will be the crew lead for quality and safety
Work Schedule	50 hours/week, 5 days/week, day shift – site access 24/7
Scope of Items Erected	QTY (1) – DC42 Dual Cage Drive – Remove existing & Install new

ITEM	TASK	Owner	WesTech
1.00	PROJECT SERVICES		
1.20	GA Drawings		✓
1.30	Project Management		✓
1.35	Civil work – Pipe / underground protection	✓	
1.37	Site Training – ½ day allowed	✓	
1.40	Mobilization / Demobilization		✓
1.60	Supervision & Quality control		✓
1.70	Safety and Coordination – any dedicated safety personnel	✓	
1.71	Operation & Maintenance Manuals		✓
1.73	Equipment Check-out and Calibration (if power is connected)		✓
1.78	Storing / Receiving / Transporting to work area	✓	
2.00	SITE WORK		
2.10	Permits – any necessary	✓	
2.11	Gaskets & bolts for interconnecting piping to WesTech nozzles	✓	
2.12	Grouting of floor (if required)	✓	
2.13	Electrical power 440V at 120A or 110V at 240A + 110V at 60A	✓	
2.14	Provide safe working environment	✓	
2.15	Power line spotter if necessary	✓	
2.16	Roll-off dumpsters and disposal of demolished materials	✓	
2.17	Lift plans	✓	
2.18	Remove of existing mechanism (or drive unit if that is the only purchase)		✓
2.19	Installation of new mechanism (or drive unit if that is the only purchase)		✓
2.20	Hydro test water, connections & disposal	✓	
2.21	Tenting, heating – cold weather items	✓	
2.3	Security and/or fencing for job site, including lay down area	✓	

11.00	EQUIPMENT		
11.3.1	Engineering & Design		✓
11.60	Cranes, forklifts for remove /installation		✓
16.00	ELECTRICAL		
16.1.0	Electrical Equipment		
16.1.6	System control panel		✓
16.1.7	Disconnect / Hook-ups / Electrical Wiring, Conduit	✓	

Clarifications/Comments

- This proposed drive unit will be fabricated using the OEM specification from serial number 19219B, and thus, WesTech will not provide a submittal for this project.
- One (1) electronic PDF copy of the Operation & Maintenance Manual for the drive unit is included.
- WesTech will provide a crane and/or other lifting devices during the installation.
- 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.

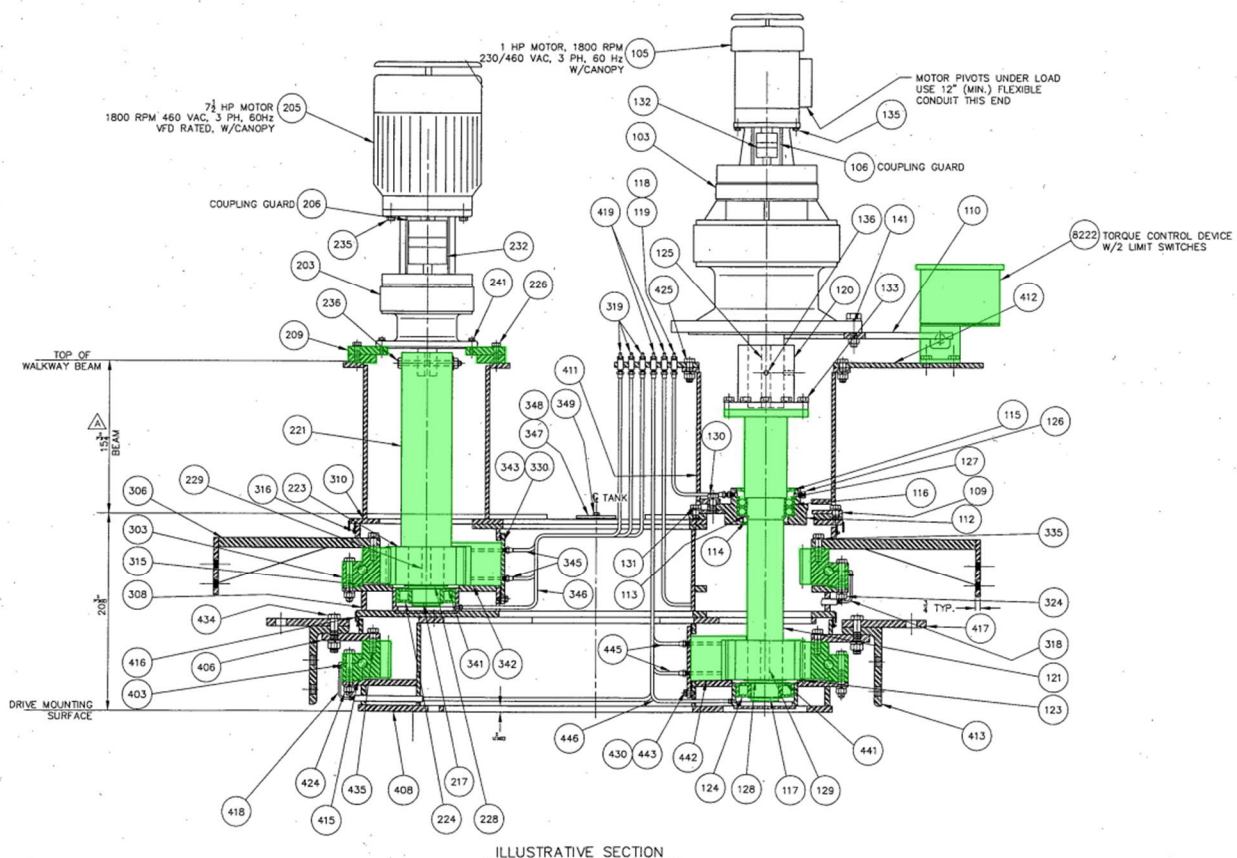
Item B – Rebuild the Existing Drive Unit Onsite

WesTech shall remove the existing WesTech DC42 dual cage drive, rebuild the drive unit onsite, and then reinstall the rebuilt drive unit on the 70-foot diameter clarifier.

The term rebuild means WesTech will:

- Replace the rake and turbine pinion shaft
- Replace the rake and turbine pinion gear
- Replace the rake main gear/bearing and the turbine main gear/bearing
- Replace all the bearings, seals, and keys connected to the rake pinion stack and the turbine pinion stack
- Replace the turbine adapter plate
- Replace the torque control device
- Replace the grease guides
- Clean grease lines

The housings, the speed reducers, and the motors will all be reused. WesTech can replace any of the “planned” reused parts for an additional fee. Only the parts replaced are warranted for 90 days.



Item C – Select Parts for a WesTech DC42 Dual Cage Drive

The purchaser requested the prices for parts they selected to have quoted. WesTech shall supply these parts at the price and lead time listed.

Requested Parts for DC42 Dual Cage Drive

Parts List Item Number	Part Number	Description	Lead Time	Unit Cost
209	109-336B	Adapter Plate	5 weeks	\$1,925
217	RR-0027A	Retaining Ring	1 week	\$17
221	121G144C	Turbine Pinion Shaft	5 weeks	\$7,975
223	123G006B00	Turbine Pinion Gear	5 weeks	\$2,668
224	BR-0001A	Cylindrical Roller Bearing	1 week	\$176
228	RR-0003A	Retaining Ring	1 week	\$44
229	--	Key for Pinion Gear	2 weeks	\$206
341	445-068A01	Pinion Bearing Grease Retention Plate	5 weeks	\$275
342	445-091D00	Pinion Grease Guide	5 weeks	\$2,614

Clarifications/Comments

- This list of parts is based on parts that were requested by the purchaser and, when installed, may or may not fix the reason for the request.
- The parts have a warranty of 90 days from the date of shipment. The warranty is void if the parts are not installed properly.
- Installation of these parts is to be done by others.

Commercial Clarifications

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.

Damages: WesTech does not take responsibility for damage to concrete floors, roadways, paved surfaces, or landscaping which may occur during normal erection work. WesTech will not be liable for incidental or consequential damages for any reason whatsoever.

Escalation: If during the performance of the contract, the price of labor, material, freight, and other costs significantly increase, through no fault of WesTech, the price shall be equitably adjusted and subject to escalation. A significant price increase shall mean any price increase from proposal date to material procurement greater than 2.5% from stated prices. Delays and costs associated with a Force Majeure event shall also be equitably adjusted and subject to a change in price and/or schedule. Escalation to be based on cost increases, (without additional profit, overhead or margin) and shall include labor, material, freight, and other costs to WesTech that occur in the specified time period. Any revisions or changes requested by the customer will be priced on a case-by-case basis. Such price increases shall be documented through third party sources. Carbon material escalation will be based on the US Midwest Domestic Index, current flats and longs indexes, in effect at the time of bid. Stainless material escalation will be based the Argus Metals Stainless Steel ex works US base price plus surcharge for flat and bar (per design specified alloy), in effect at the time of bid.

Taxes, Codes, and Permits: It is WesTech's intent to comply with all state and local laws, ordinances, codes, and regulations. Due to the large marketing area WesTech services, it is not feasible to attempt to research all these requirements. WesTech is 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. Federal, state, and local permits to be provided by and paid for by the Purchaser.

Backcharges: WesTech will not accept any responsibility or charge for modifications, repair, servicing, adjustment unless approved in writing by WesTech prior to any work being performed.

Integration of Order: All the erection clarifications of this proposal shall 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: 03 March 2022

Commercial Firm Proposal

Quote Name: Courtney Bend WTP Clarifier #8

Proposal Number: 2299036.2

Date: 03 March 2022

WesTech Reference Project #: 19219B

1. Bidder's Contact Information

Company Name	WesTech Engineering LLC
Contact Name	David Mortensen
Phone	801.290.1877
Email	dmortensen@westech-inc.com
Address	3665 S West Temple, Salt Lake City, Utah 84115

2. Pricing

Currency	US Dollars	
Scope of Supply		
Item A –WesTech DC42 Dual Cage Drive		\$ 225,646
	Drive Unit	\$ 143,300
	Installation	\$ 82,346
Item B – Rebuild the Existing Drive Unit Onsite		\$ 159,477
Item C – Select Parts for WesTech DC42 Dual Cage Drive		\$ 15,900
Taxes (sales, use, VAT, IVA, IGV, duties, import fees, etc.)		Not Included

3. Payment Terms

Net due 30 days after shipment, partial shipments are allowed.	100%
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4. Schedule

Item A: The estimated time to shipment after PO is received.	16 weeks
Item B: The estimated time to completion after PO is received.	8 weeks
Item C: The estimated time to shipment after PO is received.	5 weeks

5. Freight

FOB Shipping Point, with the freight cost to the jobsite included in the price.

Terms & Conditions

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

1. Specifications: WesTech Engineering LLC 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 LLC is not a party to or bound by the terms of any contract between WesTech Engineering LLC's customer and any other party. WesTech Engineering LLC's undertakings are limited to those defined in the contract between WesTech Engineering LLC 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 LLC 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 LLC of any damage or shortage within forty-eight hours of receipt, and failure to so notify WesTech Engineering LLC shall constitute acceptance by Purchaser, relieving WesTech Engineering LLC 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 LLC 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 LLC's Credit Department. If the financial condition of the Purchaser at any time is such as to give WesTech Engineering LLC, in its judgment, doubt concerning the Purchaser's ability to pay, WesTech Engineering LLC 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 LLC 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 LLC that occur in the time period between quotation and shipment by WesTech Engineering LLC. 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 LLC, which exceed the above escalation calculation, will be passed along by WesTech Engineering LLC to Purchaser based upon the actual increase in price to WesTech Engineering LLC for the period from the date of quotation to the date of shipment by WesTech Engineering LLC. 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 LLC supplying any equipment shall be such complete approval.

9. Installation Supervision: Prices quoted for equipment do not include installation supervision. WesTech Engineering LLC recommends and will, upon request, make available, at WesTech Engineering LLC'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 LLC or installed in accordance with WesTech Engineering LLC's instructions, and inspected and accepted in writing by WesTech Engineering LLC, rests entirely with Purchaser; and any work performed by WesTech Engineering LLC personnel in making adjustment or changes must be paid for at WesTech Engineering LLC's then current per diem rates plus living and traveling expenses.

WesTech Engineering LLC will supply the safety devices described in this proposal or shown in WesTech Engineering LLC's drawings furnished as part of this order but excepting these, WesTech Engineering LLC 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 LLC 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 LLC 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 LLC 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 LLC 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 LLC until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering LLC's title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering LLC 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 LLC 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 LLC'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 LLC's best estimate but no liability, direct or indirect, is assumed by WesTech Engineering LLC for failure to ship or deliver on such dates.

WesTech Engineering LLC 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 LLC 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 LLC that the equipment is ready for shipment; and thereafter any storage or other charge WesTech Engineering LLC incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than WesTech Engineering LLC or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond WesTech Engineering LLC's reasonable control and occurring at a location other than WesTech Engineering LLC or its supplier's shipping points, WesTech Engineering LLC assumes no liability in delivery delay. If Purchaser refuses such delivery, WesTech Engineering LLC 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 LLC 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 LLC SHALL NOT BE LIABLE ANY CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.

16. Patents: WesTech Engineering LLC 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 LLC 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 LLC needed information, assistance, and authority to enable WesTech Engineering LLC so to do. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering LLC 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 LLC 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 LLC's request. The foregoing states the entire liability of WesTech Engineering LLC, with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering LLC 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 LLC 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 LLC 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 LLC will be painted with that manufacturer's standard paint system. It is WesTech Engineering LLC'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 LLC encourages the Purchaser to order these components without primer.

WesTech Engineering LLC'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 LLC requests that Purchaser's order advise of the paint selection. WesTech Engineering LLC 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 LLC, 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 LLC 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 LLC'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 LLC without WesTech Engineering LLC's prior written permission. Said permission may be withheld by WesTech Engineering LLC at its sole discretion.

20. Backcharges: WesTech Engineering LLC 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 LLC-furnished materials unless such back charge has been authorized in advance in writing by a WesTech Engineering LLC employee, by a WesTech Engineering LLC purchase order, or work requisition signed by WesTech Engineering LLC

21. Indemnification: Purchaser agrees to indemnify WesTech Engineering LLC 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 LLC 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 LLC 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: _____

