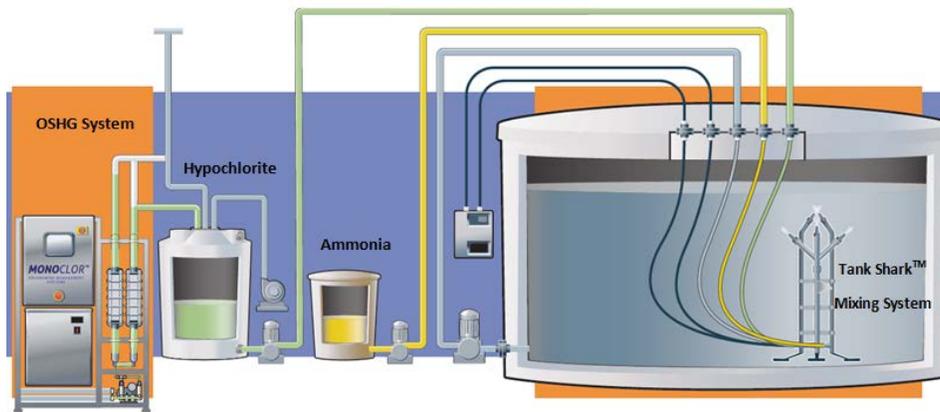


FIRM PROPOSAL
MONOCLOR[®]
RESIDUAL CONTROL SYSTEM
FOR
CITY OF DEER PARK, TX
1MG PASADENA PUMP STATION GST



PSI Water Technologies, Inc. File No.: P18-3381
CA Contractor's License: #877235

Prepared on: September 25, 2018

SALES REPRESENTATIVE
Environmental Improvements, Inc. (EI²)
Blake Royce
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Lewisville, TX 75057
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IMPORTANT NOTICE: All the information in this Proposal is confidential and has been prepared for Buyer's use solely in considering the purchase of the Equipment described. Transmission of all or any part of this Proposal to others or use by Buyer for other purposes is unauthorized without Seller's advance written consent.



September 25, 2018

Nicholas Cook
City of Deer Park, TX

Re: Monoclor® Residual Control System for City of Deer Park, TX
PSI Water Technologies, Inc. File No.: P18-3381

Dear Nicholas,

Thank you for your interest in PSI Water Technologies, Inc. (PSI), a UGSI Solutions company. We have prepared this budgetary proposal for providing a Monoclor® Residual Control System (RCS) for 1MG Pasadena Pump Station GST. Our proposal is based on the following design criteria:

Design Criteria

Reservoir Diameter, ft	74
Reservoir Height, ft	32
Maximum Capacity, MG	1
Average Flow, MGD	1.5
Reservoir Type	GST
Disinfectant	Chloramines (Chlorine gas/ 40% LAS)
Desired Chlorine Residual, ppm	2.0
Minimum Influent Chlorine Residual, ppm	0.5
Chlorine Dose, ppm	1.5
Peak Chlorine Demand, ppd	12.5

System Features & Advantages

The Monoclor® RCS is an intelligent, automated disinfectant boosting system that gives operators the ability to set and control residual levels in water storage tanks and key locations in the distribution system. The Monoclor® RCS utilizes advanced water quality sensors, powerful active mixing, an automated chemical feed system, and advanced control algorithm to set and maintain residual levels in water storage tanks and distribution system. The Monoclor® RCS has been tested and validated through extensive laboratory testing and full-scale installations at several utilities over the last 5 years.

Our Monoclor® RCS consists of all equipment essential for a complete system, including:

1. Accurate chemical dosing at the correct ratio
2. Proper mixing to ensure a homogenous water body that will not stratify
3. High energy mixing that ensures instantaneous reaction of introduced chemicals
4. Real-time monitoring and control logic to maintain or achieve equilibrium by responding to dynamic reservoir conditions



The Monoclor[®] RCS enables operators to:

1. Set and maintain consistent disinfectant levels in storage tanks and key locations in the distribution system
2. Continuously blend disinfectant residual and eliminates thermal and chemical stratification
3. Eliminate costly and labor-intensive manual boosting
4. Quickly counteract adverse water quality changes, such as low residual
5. Optimize and balance disinfectant levels across a water distribution system

The PAX PWM400 mixer is a submersible active mixing system for potable water storage tanks and reservoirs. When operated correctly, the PAX PWM400 mixer can rapidly eliminate thermal stratification, decrease ice formation, rapidly blend and distribute doses of residual disinfectant, and maintain uniform chemical and temperature conditions. Under some conditions, the mixing action can also reduce the rate of residual disinfectant loss and lower volatile disinfection byproduct levels inside the tank when used as part of an in-tank aeration system.

Our scope of supply follows in section 1. All pricing is based on our standard system, as outlined in our equipment specifications (available upon request). Section 3 includes our standard Terms and Conditions.

We look forward to working with you on this project. If we can be of any further assistance, please do not hesitate to contact our sales representative, Blake Roye at Environmental Improvements, Inc., or myself at (281) 636-6129.

Sincerely,

John Koch
Regional Sales Manager

Cc: David Shekhtman, PSI Water Technologies, Inc.
Kristine Tolentino, PSI Water Technologies, Inc.
Blake Roye, Environmental Improvements, Inc.

SECTION 1

SCOPE OF SUPPLY

- A. Scope of Supply – Monoclor RCS
- B. Scope of Work by Others
- C. Clarifications
- D. Terms of Sale
- E. Delivery

A. SCOPE OF SUPPLY – MONOCLOR® RCS

The following equipment and services are included in our scope of work. All equipment will be manufactured in accordance with our standard equipment.

<u>No</u>	<u>Item Description</u>	<u>Qty.</u>
1.	Smart Control Center, SCC1000 <ul style="list-style-type: none"> ▪ Human Machine Interface (HMI): Color LCD touch screen ▪ Communication: Ethernet based access to HMI software from computer or smartphone within same network ▪ Battery Back-Up: Up to 15 minutes of battery power ▪ Remote Monitoring Telemetry ▪ Water Quality Station Communication: Two wire twisted cable ▪ Chemical Dosing Controller: RS-485 port for chemical feed system communications ▪ SCADA: Modbus TCP/IP standard, analog output available if necessary ▪ Panel – Mounted Disconnect Switch ▪ Enclosure: Equal to or greater than Type 4 rating 	1
2.	Liquid Ammonium Sulfate (LAS) Storage Tank, including: <ul style="list-style-type: none"> ▪ HDLPE Construction ▪ 55 Gallon Capacity ▪ Ultrasonic Level Control ▪ Dimensions: 22" D x 34" H ▪ Single Pallet LDPE Secondary Containment Skid (62 gallon) ▪ Skid Dimensions: 40" L x 40" W x 12" H 	1
3.	Chemical Feed System - Ammonia, ASP <ul style="list-style-type: none"> ▪ Skid: Black polypropylene ▪ Pump: Watson Marlow Q Dos 30 Peristaltic Pump, 7.93 GPH @ 100 PSI ▪ Piping: PVC schedule 80 ▪ Secondary Containment: 9 gallons secondary containment ▪ Controller - Input/Output: 4 digital inputs, 2 digital outputs, 2 analog inputs, 1 analog output ▪ Communication: Modbus protocol with Smart Control Center ▪ Connection: RS-485 cable ▪ Enclosure: Equal to or greater than Type 3R rating ▪ Pump Control Option: Digital relay, analog (4-20 mA), power switch ▪ Accessories: <ul style="list-style-type: none"> ○ Calibration Column ○ Pressure Relief Valve ○ Backpressure Valve ○ Wye Strainer 	1

No	<u>Item Description</u>	<u>Qty.</u>
4.	Water Quality Station, WQS1000 <ul style="list-style-type: none"> ▪ Water Connection: 3/8" Push-connect ▪ Sampling Flow Rate: 10 GPH ▪ Connectivity: Modbus RS485 Connection ▪ Data Logging: Real-time DAQ on USB flash drive ▪ Measurement - Total Chlorine: Dual Amperometric reagent less online sensor, 0-10 PPM measuring range, 0.01 PPM resolution ▪ Measurement – ORP Sensor (Platinum Extended Tip) ▪ Measurement - Temperature: 32-212° F measuring range, 0.1° F resolution ▪ Measurement - pH: 0-14 measuring range, 0.01 resolution ▪ Measurement - Water Level (optional): pressure transducer, resolution of 1% maximum scale ▪ Enclosure: Equal to or greater than Type 3R rating 	1
5.	I/O Tank Adapter Box, IOB1000 <ul style="list-style-type: none"> ▪ A box that adapts to an existing cathodic protection port to allow chemical lines and mixer power line fed into the tank 	1
6.	PWM400 Mixer Wet Assembly, including: <ul style="list-style-type: none"> ▪ Stainless steel 316 impeller designed to mix up to 1.5 million gallons of water for chemical dosing ▪ Passivated to minimize corrosion ▪ The ability to function continuously regardless of tank cycles ▪ 230V three phase 0.5 horsepower water-cooled motor provided by the PAX Control Center ▪ Chemical Injection Stem Assembly 	1
7.	Control Center Dry Assembly with SCADA Compatibility, including: <p>Nema 3R Enclosure:</p> <ul style="list-style-type: none"> ▪ Lockable and weather resistant ▪ Overall weight of control center 50 lbs. ▪ Green and Red LED Indicator lights to display motor status <p>Motor Controller/VFD:</p> <ul style="list-style-type: none"> ▪ 115VAC single phase, rated to 1.0 HP ▪ Operating temperature range -4 °F to 129 °F (-20 °C to 54 °C) ▪ Manual speed control ▪ Thermal shut-off protection built-in ▪ Current overload protection built-in ▪ 300mA trip level GFCI <p>SCADA outputs included:</p> <ul style="list-style-type: none"> ▪ Digital Output signal indicating motor running ▪ Digital Output signal indicating fault ▪ Digital Input/Output signal for remote motor on/off 	1

<u>No</u>	<u>Item Description</u>	<u>Qty.</u>
	<ul style="list-style-type: none"> ▪ RS-485 or Dry Contact connections 	
8.	Cable 130 ft. , including: <ul style="list-style-type: none"> ▪ Flat-jacketed 4 conductor ▪ Molded 3 wire pump plug 	1
9.	Tripod Assembly, PWM400 , including: <ul style="list-style-type: none"> • Stainless steel 316 legs • Chlorine/chloramine resistant rubber foot pad to avoid scratching tank floor • Stainless steel knobs for tool-less installation 	1
10.	Long Bail Handle & Chain <ul style="list-style-type: none"> • Stainless steel 316 handle to deploy mixer in full tanks 	1
11.	Tank Penetration Accessories <ul style="list-style-type: none"> • Stainless steel strain relief for 4 wire flat-jacketed cable 	1
12.	Equipment Installation <ul style="list-style-type: none"> • Wall mounting of WQS, SCC, and PAX Mixer Control Center in a concrete building near the tank base. • Chemical and sample lines installation • Mixer installation at the center of the tank. • Conduit runs for power, chemical, and sample lines of the PAX equipment from the tank base to the tank hatch penetration. • Wiring and signal connections between the PAX equipment • Installation equipment rental, including equipment unloading on site 	Included
13.	Manufacturer's Field Services (2 Day(s) at the Jobsite) , including: <ul style="list-style-type: none"> • Installation Inspection • System Start-Up • Operator Training 	Included
14.	Design Submittal and Operation & Maintenance Manual as Follows <ul style="list-style-type: none"> ▪ Submittal: Sent Electronically ▪ O&M Manual: Sent Electronically <p><i>Please notify us if an alternate quantity is required so that we can modify our proposal accordingly.</i></p>	Included
15.	FOB Factory, Campbell, CA with Full Freight Allowed to Jobsite, Deer Park, TX	Included
	FIRM PRICE [ITEMS 1-15]	\$126,900

B. SCOPE OF WORK BY OTHERS

1. **Chlorine gas supply.**
2. **Chlorine gas storage vessel with scale.**
3. **Instrumentation for chlorine gas storage vessel, including a 4-20mA actuator and flow valves for flow control.**
4. **Chlorine gas feed system.**
5. **Instrumentation for chlorine gas feed system.**
6. **All trenching and underground conduit runs.**
7. **Electrical power to Control Panels, WQS, and Chemical Feed Skid.**
8. 40% Liquid Ammonium Sulfate supply.
9. Each chemical storage tank must be labeled appropriately according to local regulations. Check with your local regulating agency for requirements.
10. Proper distance between chemical storage tanks must be maintained according to local regulations.
11. All civil works and concrete pad for equipment.
12. Any underground or structural work.
13. Design and supply of anchor bolts and seismic restraints (not required).
14. Any conduit runs from the concrete building housing the equipment to the tank base.
15. Any building or shed upgrades.
16. Any tank recoating services, labor, or parts.
17. Any tank vent modifications.
18. Junction box to connect mixer power cable to electrical conduit.
19. Hatch opening size or location modifications.
20. Heat tracing and insulation of all interconnecting equipment, if required.
21. Room ventilation, air conditioning, or lighting.
22. SCADA integration.
23. Videotaping.
24. All taxes, fees, lien waivers, bonds and licenses.
25. Permitting or regulatory approval.
26. Any items not explicitly listed under Scope of Supply by Process Solutions, Inc.

C. CLARIFICATIONS

1. All equipment excluding PAX Mixer must be installed in an indoor location. A shed or enclosure is not included in the proposal.
2. Water sampling piping from Mixer to Water Quality Station should not exceed a length of 300 ft. Flow to analyzer is 10 GPH.
3. Reservoir Low Water Level must be above 10' for PAX to function properly.
4. The water sample after passing the Water Quality Station is assumed to be drained to a nearby drain.
5. The performance of the Monoclor[®] RCS design reported in this document is dependent on the tank operations data provided in the design criteria and may vary significantly under different operating conditions and/or scenarios.
6. Installation inspection, start-up and operator training can be provided by a PSI representative for a mutually agreed fee if they are not included in PSI's Scope of Work above. Whether or not PSI is providing start-up services, PSI will provide a start-up checklist.
7. PSI requires a minimum of two (2) weeks notification prior to performing onsite installation inspection, system start-up and training. PSI will work with you to attempt to accommodate your scheduling needs.
8. Once the on-site service has been scheduled, PSI requires a minimum of one (1) week notification in the event of a delay. Notice of delay received less than one (1) week prior to a scheduled site visit may result in a change fee.
9. Do not mix hypochlorite and ammonia as toxic vapors will be produced.

D. TERMS OF SALE

- PSI Water Technologies will provide a Schedule of Values which will be mutually agreed upon at the time the Purchase Order is issued. This schedule of values will become part of the Terms and Conditions of the issued Purchase Order.
- Net 30 Days
- Price Valid for 90 Days

E. DELIVERY

- Design Submittal: 2 – 4 Weeks After Receipt of Fully Executed Order
- Equipment Shipment: 4 – 6 Weeks After Approval of Submittals

SECTION 2

PROPOSAL ACCEPTANCE
Monoclor® Residual Control System
PSI Water Technologies, Inc. File No.: P18-3381

- 1) PSI Water Technologies, Inc. (Seller) proposes to furnish materials, and/or equipment for the product identified at the beginning of this proposal. Any items not shown above as detailed under (i) 'SCOPE OF SUPPLY', (ii) 'SCOPE OF ENGINEERING', or (iii) other attachments to this proposal, are EXCLUDED. In addition:
 - a. Seller's price will be held valid for a period of 90 days from the date of this proposal ("Proposal Date"). Seller shall have the right to reprice this proposal if the Buyer's order is received more than 90 days beyond the Proposal Date or delivery more than 365 days after commercial agreement.
 - b. Prices are in US Dollars.
 - c. Local or state taxes are not included in this proposal.
- 2) This proposal by Seller is contingent upon: (i) Seller's written acceptance of the signed proposal, a purchase order, or other document issued by the Buyer in response to this proposal; and (ii) Buyer's assent to the terms and conditions contained in this proposal, such terms to take precedence in the event of conflict with any other terms or documents incorporated into the contract arising out of this proposal unless otherwise agreed in a writing, signed by "Seller" (iii) satisfactory completion of an anti-corruption due diligence review, if applicable.
- 3) All of the information supplied by Seller in connection with this proposal (including drawings, designs and specifications) (the "Information") is confidential and/or proprietary and has been prepared for Buyer's use solely in evaluating the purchase of the equipment and/or services described herein. Transmission of all or any part of the Information to others, or use by Buyer for any purpose other than such evaluation, is expressly prohibited without Seller's prior written consent.
- 4) Please return a signed copy of this proposal or address and send your purchase order to:

PSI Water Technologies, Inc.
1077 Dell Ave, Suite A
Campbell, CA 95008
Attn: Guy Chadwell
Phone: 408.819.3043
Fax: 408.866.4660
E-mail: gchadwell@ugsicorp.com

Thank you for your interest in PSI Water Technologies, Inc. We are committed to meeting your expectations.

Proposal Acceptance

An authorized signature indicates Buyer's acceptance of this proposal, including without limitation Seller's Standard Terms and Conditions of Sale below.

Company Name

Buyer's Name (printed)

Buyer's Authorized Signature

Date

SECTION 3

TERMS AND CONDITIONS Monoclor® Residual Control System

1. Applicable Terms. These terms govern Seller's sale, and Buyer's purchase, of the products and/or services referred to in Seller's proposal or quotation (collectively, the "Products"). The front page of Buyer's purchase order (disregarding any reference to terms and conditions and any provisions that conflict herewith), if any, together with the description of the Products in Seller's proposal or quotation and these terms and conditions comprise the complete and exclusive agreement between the parties (the "Agreement") related to the purchase and sale of the Products. All prior communications, documents, negotiations and representations, if any, are merged herein. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Any additional, different or conflicting terms contained in Buyer's request for proposal, specifications, purchase order or any other written or oral communication from Buyer shall not be binding in any way on Seller, whether or not they would materially alter this document, and Seller hereby objects thereto. All orders are subject to prior credit approval by Seller.

2. Pricing. The prices shall be as stated in Seller's proposal or order acknowledgment.

3. Payment. Unless otherwise stated, all payments shall be net 30 days from invoice date payable in United States Dollars. If Buyer fails to make any payment to Seller when due, Buyer's entire account(s) with Seller will become immediately due and payable without notice or demand. Buyer will pay 1½% interest per month, compounded monthly, on all amounts not received by the due date. Buyer hereby grants Seller a purchase money security interest in the Products until such time as Seller is fully paid. Buyer will assist Seller in taking action to perfect and protect Seller's security interest. Seller may make partial shipments, in which case, Buyer shall pay for each shipment in accordance with the terms hereof.

4. Taxes, Shipping, Packing Except to the extent expressly stated otherwise in these terms, prices do not include any freight, storage, insurance, taxes, excises, fees, duties or other government charges, and Buyer shall pay such amounts or reimburse Seller for any such amounts Seller pays. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs, and penalties arising out of same. Prices include the costs of Seller's standard domestic packing only. Any deviation from standard packing (domestic or export) shall result in extra charges. Any and all increases, changes, adjustments, or surcharges (including fuel surcharges) which may arise in connection with the freight charges, rates or classification included as part of these terms, shall be for the Buyer's account.

5. Delivery. Products shall be delivered F.O.B. Seller's point of shipment. All delivery dates are estimated and are dependent in part upon prompt receipt of all necessary information from Buyer, including submittal approvals, if applicable, and all required commercial documentation. Seller will make a good faith effort to complete delivery of the Products on the date and to the location specified in writing by Buyer, but Seller assumes no liability for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to Seller. If Buyer causes or requests a shipment delay, or if Seller ships or delivers the Products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or representatives, storage and all other additional costs and risks will be borne solely by Buyer. Any claims for Products damaged or lost in transit ("Transit Losses") must be made by Buyer to the carrier and reported to Seller within one business day following delivery to Buyer.

6. Inspection and Acceptance. Buyer will have seven days from the date Buyer receives any Products to inspect such Products for defects and nonconformance which are not due to Transit Losses, and to notify Seller, in writing, of any defects, nonconformance or rejection of such Products. After such seven-day period, Buyer will be deemed to have irrevocably accepted the Products, if not previously accepted. After such acceptance, Buyer will have no right to reject or revoke acceptance of the Products for any reason.



7. Returns and Cancellation. Buyer may not return custom engineered Products. Buyer may return other Products only with Seller's prior written approval, which may be withheld in Seller's sole discretion. Any authorized return will be subject to payment of a restocking charge and will be allowed only if the subject Product: (i) is in new condition, suitable for resale, and (ii) has not been used, installed, modified, altered or damaged. The restocking charge for authorized returns will be no less than (x) 25% of the purchase price, net of any freight charges included in the purchase price, plus (y) 100% of freight costs incurred by Seller. Buyer is responsible for the payment or reimbursement of return freight charges. Returns will be shipped F.O.B. Seller's location. Seller may, but will not be obligated to, treat any cancellation of an accepted order as an authorized return.

8. Force Majeure. Seller will have no liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government, or any other cause beyond Seller's reasonable control.

9. Warranty. (a) **Basic Warranty.** Seller warrants for a period of 36 months from the date of start-up of the Products, or 42 months from the date of shipment of the Products, whichever is earlier (the "Basic Warranty Period"), that the Products and the components thereof will be free from defects in material and workmanship (the "Basic Warranty"). If the claimed defect is verified by Seller, then, as the sole and exclusive remedy of the Buyer or the end-user of the Products (the "Customer") for breach of the Basic Warranty, Seller will, at Seller's sole option (i) repair the defective Product or component free of charge, or (ii) replace the defective Product or component free of charge F.O.B. Buyer's facility. The warranty on repaired or replaced Products or components is limited to the remainder of the Basic Warranty Period.

(b) **Warranty Attachment.** The warranties in this Section 9 are subject to the provisions, and to compliance with the warranty claim procedure, set forth on the Warranty Attachment hereto, which is incorporated herein by this reference.

(c) **SOLE WARRANTY.** THE WARRANTIES SET FORTH IN THIS SECTION 9 ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE PRODUCTS AND SELLER'S WARRANTIES ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, OR ANY WARRANTIES THAT MIGHT ARISE FROM COURSE OF DEALING OR USAGE OF TRADE.

10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE PRODUCTS WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCTS. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY. THE REMEDIES SET FORTH IN THIS AGREEMENT ARE INTENDED TO CONSTITUTE A COMPLETE ALLOCATION OF THE RISKS BETWEEN THE PARTIES, AND BUYER ACKNOWLEDGES THAT IT IS KNOWINGLY LIMITING THE REMEDIES THAT MIGHT OTHERWISE BE AVAILABLE TO BUYER. BECAUSE THIS AGREEMENT AND THE PRICE PAID REFLECT SUCH ALLOCATION, THE REMEDIES PROVIDED TO BUYER HEREUNDER WILL NOT HAVE FAILED OF THEIR ESSENTIAL PURPOSE EVEN IF THEY OPERATE TO BAR RECOVERY FOR CERTAIN DAMAGES THAT BUYER MAY INCUR.

11. Remedies of Seller. Any of the following will constitute an event of default which will enable Seller, at its option and without liability to Buyer, to cancel any unexecuted portion of the order that is the subject of this Agreement and to exercise any other right or remedy expressed herein or otherwise available at law or in equity: (i) the failure of Buyer to make any payment required hereunder when due ("Payment Default") or to perform any other term or condition contained herein; (ii) the insolvency of Buyer or its failure to pay its debts as they mature, an assignment by Buyer for the benefit of its creditors, the appointment of a receiver for Buyer or for the materials covered by this Agreement, or the filing of any petition to adjudicate Buyer bankrupt; (iii) a failure by Buyer to provide adequate assurance of performance within ten days after a justified demand by Seller; or (iv) if Seller, in good faith, believes that Buyer's prospect of performance



under this Agreement is impaired. Seller's obligations under Section 9 hereof will be suspended during the pendency of any Payment Default. No such suspension will extend Seller's obligations under Section 9 beyond the period provided therein. Seller's election of any remedy in the event of a default by Buyer will not preclude Seller from exercising any other remedy available to Seller hereunder or at law or in equity for the same or any other default. In the event it becomes necessary to incur any expense for collection of any overdue account, Seller's collection charges, including attorneys' fees and expenses, will be added to the balance due and Buyer will pay all such charges together with interest thereon from the date incurred in accordance with Section 3.

12. Equal Employment Opportunity. Seller is an equal opportunity employer. The parties shall, as applicable, abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), 41 CFR 60-741.5(a) and Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A) (relating to the notice of employee rights under federal labor laws), and these laws are incorporated herein by reference.

13. Export Compliance. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal, and usage of the Products provided under the Agreement, including any export license requirements. Buyer agrees that such Products shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner which will result in non-compliance with such export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER WILL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

14. Miscellaneous. No part of this Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. As used in this Agreement, "including" and its variants mean "including without limitation" and its variants. No course of dealing or performance, usage of trade, or failure to enforce any term will be used to modify the Agreement. Buyer acknowledges that it has not relied upon any letters of intent, agreements, promises, negotiations, statements or representations other than those expressly set forth in this Agreement and that no such extraneous document or other communication shall be of any force or effect. Buyer agrees and warrants that in entering into this Agreement, Buyer is relying solely upon the information contained in this Agreement and not in reliance upon any other information. If any of these terms is unenforceable, such term will be limited only to the extent necessary to make it enforceable, and all other terms will remain in full force and effect. Buyer may not assign this Agreement without Seller's prior written consent. This Agreement will be governed by the laws of the State of California without regard to its conflict of laws provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. Any bond issued by Seller in connection with the sale of the Products shall remain in effect for a maximum of two (2) years after acceptance of the Products, and the only warranty, guaranty or Product performance obligations covered thereby shall be those at Section 9 above. All Product performance obligations of Seller are contingent on the condition of the influent and raw materials being as specified by Seller and will be considered satisfied and discharged upon successful completion of the initial Product performance testing. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY.