

**TOMCO Systems**

3340 Rosebud Rd,  
Loganville,  
GA,  
30052-7341,  
tomcosystems.com

Estimate  
ES659

**Service Address**

Lurleen Evans  
Lauderhill WTP  
6567-1 (WT1287)  
2100 NW 49th Ave,  
Lauderhill, Florida, 33319  
levans@lauderdale-fl.gov

**Summary**

Service call to replace multiple components on feed panel working toward making system operational. Quote is for one technician onsite for up to 4 days, travel, and related expenses.

Service & Part	Quantity	List Price	Line Item Amount
Onsite Labor (Standard)	32.0	\$ 225.00	\$ 7,200.00
Travel Hours	11.0	\$ 125.00	\$ 1,375.00
Vehicle Mileage	714.0	\$ 1.25	\$ 892.50
Expenses	6.0	\$ 500.00	\$ 3,000.00
0910-7-ASME, Vaporizer element, 9kw, pre-wired In Stock	1.0	\$ 1,946.00	\$ 1,946.00
8127-24G, 1.5" PVC FLANGE GASKET W/4 HOLES,150# In Stock	4.0	\$ 4.00	\$ 16.00
20728SS, CONBRACO 1/2" BALL CONE CHECK VALVE,SS Lead Time ~1 Week ARO	2.0	\$ 183.90	\$ 367.80
0180-91, WIKA PRESS GAUGE,2.5", 0-160 PSI LIQ. FIL In Stock	4.0	\$ 100.18	\$ 400.72
0180-92, WIKA PRESS GAUGE,2.5", 0-200 PSI LIQ. FIL In Stock	2.0	\$ 100.18	\$ 200.36
038015, REGO SAFETY,1/2",150 PSI, SERIALIZED In Stock	2.0	\$ 90.88	\$ 181.76
42557-1, REGO REGULATOR,1/4",5- 50PSIG,W/ GAUGE In Stock	1.0	\$ 403.90	\$ 403.90
4092001, SWITCH,PRESSURE,UE H100-186,8-200 PSIG In Stock	1.0	\$ 878.00	\$ 878.00
4048-72, FOXBORO MAGNETIC FLOW TUBE SERIES 9300A 971HA-A5440B1330 SERIES *LEAD TIME 6-8 WEEKS*	1.0	\$ 5,944.58	\$ 5,944.58
4048-73, FOXBORO TRANSMITTER #IMT25, NEMA 4X 120V IMT31A-NA5460D1100003 SERIES *LEAD TIME 6-8 WEEKS*	1.0	\$ 3,432.38	\$ 3,432.38

Service & Part	Quantity	List Price	Line Item Amount
443610-10, MICRO MOTION CORIOLIS ELITE SENSOR# CMFS CMFS015M314N2BAECZZ *LEAD TIME 2 WEEKS*	1.0	\$ 20,484.16	\$ 20,484.16
443610-11, MICRO MOTION CORIOLIS MVD#1700I12ABAEZZZ 4700R12ABAAZZZAAA *LEAD TIME 2 WEEKS*	1.0	\$ 10,345.66	\$ 10,345.66
4436-10, 1-1/2" PRESS. FLANGED PRESSURE RED. VALV N378 - 1.5" LFM115-4 150 X Y FOA AOS 2SQL *LEAD TIME 6-8 WEEKS*	1.0	\$ 10,170.00	\$ 10,170.00
4252-1, FISHER 627,3/4",1/4" ORIFICE,70-150 PSI Lead Time ~30 days ARO	1.0	\$ 895.48	\$ 895.48
0060-8NC, 1/2" N.C. SOLENOID VALVE, 120V In Stock	1.0	\$ 93.38	\$ 93.38
411423-1, DIGITAL PH SENSOR CONVERTABLE ,DPD1P1 In Stock	1.0	\$ 3,304.00	\$ 3,304.00
4290-100, BADGER ACTUATOR, SEVA100 (ACTUATOR ONLY) In Stock	1.0	\$ 6,398.00	\$ 6,398.00
SN, Shipping ***TBD***	1.0	\$ 0.00	\$ 0.00

Sub Total	\$ 77,929.68
Adjustment	\$ 0.00
Grand Total	\$ 77,929.68

### Customer Notes

\*\*\* Any parts or additional time required to effect repairs are not included.\*\*\*

### Terms and Conditions

TERMS AND CONDITIONS OF SALE AND LIMITED WARRANTY  
SUPERSEDES ALL PREVIOUS TERMS AND CONDITIONS OF SALE

These terms and conditions form a part of and are incorporated into all sales by TOMCO2 Systems® Company ("Seller") of goods and services.

#### ACCEPTANCE OF TERMS AND CONDITIONS

The acceptance of the terms and conditions contained herein is an essential prerequisite to any contract of sale made by Seller. NO TERMS OR CONDITIONS OTHER THAN THOSE STATED HEREIN, AND NO AGREEMENT OR UNDERSTANDING, ORAL OR WRITTEN, IN ANY WAY PURPORTING TO MODIFY THESE TERMS AND CONDITIONS, WHETHER CONTAINED IN BUYER'S PURCHASE OR ACCEPTANCE DOCUMENTS, SHIPPING RELEASE FORMS, OR ELSEWHERE, SHALL BE BINDING ON SELLER WITHOUT SELLER'S EXPRESS WRITTEN CONSENT; ANY SUCH ATTEMPTED MODIFICATIONS ARE HEREBY REJECTED BY SELLER. UNDER ANY AND ALL CIRCUMSTANCES, SELLER'S ACCEPTANCE OF BUYER'S ORDER IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO THE TERMS AND CONDITIONS CONTAINED HEREIN, AND SELLER OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BUYER. NO MODIFICATIONS OF THE TERMS AND CONDITIONS CONTAINED HEREIN SHALL BE BINDING UPON SELLER WITHOUT THE EXPRESS WRITTEN CONSENT OF SELLER. Buyer's action in (a) accepting any goods manufactured and delivered hereunder, or accepting any services from Seller, or (b) accepting or confirming any order without disaffirmance of these terms and conditions within three (3) business days of acceptance or confirmation of the order (and in the case of such disaffirmance no contract shall be deemed to exist between the parties), shall constitute an unqualified acceptance by Buyer of the terms and conditions contained herein.

#### PRICES AND PAYMENT TERMS

Prices quoted are valid for thirty (30) days from the date of quote, unless withdrawn or modified earlier by Seller. All prices are otherwise subject to change without notice, until the order is accepted by Seller. Prices do not include applicable local, state, federal or international taxes, tariffs, or duties (all of which shall be Buyer's responsibility), and do not include any freight costs or insurance unless otherwise agreed to in writing between the parties. The purchase price must be paid upon Seller's tender of delivery or completion of performance of the services, or in accordance with terms otherwise expressly agreed between the parties and as reflected on Seller's invoice, without deductions, set-offs, counterclaims, back charges, or any other charges of whatever

nature, unless agreed in writing by Seller. Any credit orders are subject to credit approval. Payment for any agreed upon holdbacks must be paid upon completion of goods or services, but in no event later than nine (9) months after completion. If any invoice or part thereof is not paid when due, Buyer shall pay a finance charge in the amount of 1.5% per month (but not exceeding the maximum interest rate permitted by law). If Seller is required to institute legal proceedings or assign the collection to a collection agency for collection of any invoice or part thereof, Buyer shall be liable for all collection costs including legal fees incurred.

After Seller's confirmation of an order, Seller's costs for manufacturing, selling, or delivery any products or services may increase due to changes in exchange rates, taxes, duties, or other governmental charges or due to any material and unforeseen cost increases for materials, consumables, parts, wages, or insurance, and Seller shall have the right to change the price for the products or services accordingly. Such price changes shall apply for any products or services delivered after the implementation of the price change, irrespective of any separate agreement on price and irrespective of when the order was made. Seller shall notify Buyer of such price increases and Buyer shall be entitled to cancel any orders affected by the price increase, provided that such cancellation is made by written notice to Seller within three (3) business days from Seller's notification.

#### CHANGE ORDERS

Buyers may modify a purchase order only if approved by Seller in writing. Change order requests must be in writing and made through Seller's commercial sales department. Change order requests require review and approval by Seller's engineering, material control, manufacturing, and credit departments. Change orders may be subject to price and/or schedule adjustment. Other change order terms may be set forth in the proposal, such as changes in specifications or scope of services, delivery date, delivery location or quantity of goods. A minimum of \$100 will be charged for each change order processed. Change orders requiring engineering changes will be assessed at a minimum of \$200.

#### DELIVERY

Seller shall use reasonable efforts to adhere to the delivery or project completion schedule specified on the order acknowledgment, but delivery or project completion may be subject to change. Delivery of all goods is EXWORKS (Incoterms 2020) Seller's Loganville, GA factory. Risk of loss and title shall transfer to Buyer upon delivery to carrier. If Seller believes it will be unable to comply with the delivery or completion schedule, Seller will promptly notify Buyer of the probable length of any anticipated delay and the reason for it and shall continue to notify Buyer of any material change in the delivery. Seller shall not be liable for any damage caused by a delay in delivery or completion, irrespective of the cause of delay. If Seller is unable to comply with the delivery or completion schedule, Seller will exercise reasonable efforts to expedite routing or other factors to minimize such a delay. Any changes in the method of shipment (such as by air freight) will be at Buyer's written direction and expense.

#### CANCELLATION

Cancellation of any order or portions thereof will not be accepted after material has been purchased or fabrication has started and will subject Buyer to special, direct, indirect, and consequential damages.

#### CLAIMS

Seller will not be responsible for handling, storage, demurrage or any other transportation or accessorial service on orders for shipment outside the United States.

#### TOLERANCE & VARIATIONS

Unless otherwise expressly agreed by Seller in writing, all goods will be subject to tolerances and variations consistent with usual trade practices regarding dimensions, straightness, section, composition and mechanical properties and normal variations in surface and internal conditions and quality and will also be subject to deviations from tolerances and variations consistent with practical testing and inspection methods.

#### FILINGS

Buyer has no property interest in the goods until shipped. Seller retains purchase money security interest in goods sold to Buyer until the purchase price is paid in full, and Buyer agrees and authorizes Seller to file a financing statement or any other document(s) that may be necessary to perfect or provide other record notice of Seller's interest in the goods.

#### INSPECTION AND ACCEPTANCE

Buyer will inspect the goods (or any services) immediately upon delivery to the first shipment destination (or the completion of any services) and notify Seller in writing not later than five (5) days after delivery (or the completion of any services, if applicable) of any defects or non-conformities. All goods are deemed to have been accepted if timely notice is not given. Buyer shall notify Seller in writing of any disputes relating to any invoice within fifteen (15) days after the invoice date, specifying the nature of the disputed item. All invoices are deemed to be accepted and undisputed if timely notice is not given.

#### LIMITED WARRANTY

Seller warrants to the first end use purchaser of all goods sold by Seller or services performed hereunder, that: (i) such goods will be free from defects in materials and workmanship and will perform in accordance with Seller's standard specifications under normal conditions of installation and use; and (ii) such services will conform to the contract specifications, for claims that first arise and are reported to Seller within the applicable warranty period as set out below. All warranty coverage periods run from the date of shipment of the goods to the original purchaser or the completion of any services.

Wastewater Treatment Equipment: for a period of twelve (12) months from date of invoice;

Bulk, Microbulk and PLCs: for a period of twelve (12) months or five (5) years for vacuum, from invoice if used, operated, and maintained according to Seller's written instructions.

All other Equipment: for a period of twelve (12) Months from date of invoice, except pelletizers, block presses, reformers and CM-35 pump, if used, operated, and maintained according to Seller's written instructions will be warranted based on hour usage (2,000 hours).

Other: All other parts, components, accessories, and services are warranted by the Seller for a period of ninety (90) days.

This limited warranty does not cover damage caused by 1) improper installation (except when installation is done by Seller) or

operation, the failure to follow Seller's instructions, or the failure to comply with applicable industry or commercial practices relating to the use of any goods or implementation of (or reliance on) any services; 2) misuse or negligence; excessive wear and tear; dents or deformation of the outer jacket, neck tube, and foot ring; corrosion, fire, or heat; 3) shipping damage; 4) repairs or attempted repairs by any person other than an authorized service technician; 5) repairs using spare parts not provided by Seller; 6) failure of Buyer or its end user to conduct normal and routine maintenance on goods or components in accordance with the operations manual; 7) improper or unauthorized modifications to goods or components; or 8) accident, catastrophe, or act of God. Further, this limited warranty does not cover or apply to any services, goods, accessories, parts, or attachments which are provided or manufactured by any party other than Seller (such as valves and related fittings, regulators, gauging devices, hoses, and hose-end connections and similar equipment), except that Seller assigns (without recourse) any manufacturers or third-party warranty applicable to such goods.

THE ABOVE EXPRESS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY SELLER, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE ARE EXCLUDED AND DISCLAIMED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

Unless expressly agreed to in writing by Seller, this limited warranty extends only to the first-end purchaser and is not thereafter assignable. Any transfer of the goods by the first-end use purchaser during the limited warranty period voids this limited warranty.

#### BUYER'S REMEDIES

The SOLE AND EXCLUSIVE REMEDY under the Limited Warranty is the repair or replacement of the goods (or refund of the purchase price if Seller deems the repair or replacement of the goods to be impracticable), or the correction of the services (or a refund of the purchase price if Seller deems such corrections to be impracticable), at Seller's sole option. Goods should not be returned, repaired, or discarded without Seller's prior written consent.

#### LIMITATIONS ON LIABILITY

THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR OTHER COSTS, EXPENSES OR DAMAGE, INCLUDING WITHOUT LIMITATIONS, LOSS OF USE, LOST BUSINESS OR REVENUE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR FROM ANY OTHER CAUSE WHATSOEVER) SHALL SELLER'S LIABILITY EXCEED THE ORIGINAL PURCHASE PRICE OF THE GOODS OR SERVICES (LESS ANY UNPAID PORTION THEREOF). BY ACCEPTING DELIVERY OF THE GOODS OR SERVICES SOLD HEREUNDER, THE BUYER ACCEPTS THESE LIMITATIONS AS REASONABLE AND ENFORCEABLE.

#### STORAGE FEES

Buyer is responsible for all storage fees incurred to store completed goods or in-process goods that are delayed by Buyer at the then current rate for monthly storage. Extended storage will not be allowed without a temporary storage agreement wherein Buyer acknowledges (i) the storage rate, (ii) length of storage and (iii) that Seller has no obligation or responsibility for goods other than to keep said goods segregated for Buyer. Payment of goods pursuant to the original purchase order, along with the first month's storage fees, must be provided by Buyer upon signing the storage agreement. Storage is subject to availability. If Buyer breaches such temporary storage agreement, Seller may exercise all rights and purchase money or storage liens it may have under the law. Buyer will be responsible for all insurance on the goods and property tax. The Limited Warranty period is as defined in this document and is NOT extended while the goods are in storage.

#### WARRANTY CLAIMS

To make a claim under the limited warranty, the Buyer must 1) give Seller written notice within three (3) business days after discovery of a claimed defect; 2) immediately discontinue use of the goods or reliance on the services; and 3) if instructed to do so, return such goods freight prepaid within twenty (20) days to the location specified by Seller for evaluation to validate the warranty claim.

Prior to returning goods to Seller, a returned good authorization (RGA) number must be obtained from the Customer Service Department. Goods must be returned with prepaid transportation charges to:

TOMCO SYSTEMS COMPANY  
3340 Rosebud Road  
Loganville, GA 30052 USA

Returned goods packages must include the following information: 1) Company Name; 2) Company address; 3) Contact name; 4) Contact telephone number/email; 5) Quantity, description, model number and, if applicable, a serial number of each item being returned; 6) reason for return; 7) original Seller sales order number, invoice number or Buyer purchase order number; and 8) RGA number must appear on the shipping label and packing slip.

#### INTELLECTUAL PROPERTY

All copyrights, patents, trademarks, trade secrets, know-how and other intellectual property or proprietary rights pursuant to the laws of any jurisdiction worldwide ("IP Rights") associated with or relating to the goods shall belong solely and exclusively to Seller. Seller will retain all IP Rights used to create, embodied in, used in, and otherwise relating to the goods and any of their component parts manufactured by Seller, and Buyer shall not acquire any ownership interest in any of Seller's IP Rights. Buyer shall use Seller's IP Rights only in accordance with these terms and conditions of sale and any instructions of Seller. If Buyer acquires any IP Rights in or relating to any goods by operation of law or otherwise, such rights are deemed and are hereby irrevocably assigned to Seller without further action. Buyer shall, at Seller's expense, execute such documents and do such things as are necessary to enable Seller to protect its IP Rights.

#### COMPLIANCE WITH LAWS

Buyer agrees to abide by all federal, state and local laws, ordinances and regulations, licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations hereunder, including but not limited to Section 1502 of the Dodd-Frank Act relating to conflict minerals; all provisions of the Copeland Anti-Kickback Act, 18 U.S.C. § 874, as supplemented by the Department of Labor's regulations, 29 C.F.R. part 3; the Foreign Corrupt Practices Act, 15 U.S.C. §§ 78 and other similar anti-bribery laws,

including without limitations, the OECD Antibribery Convention and the UK Bribery Act. Buyer warrants and represents that it is familiar with the requirements of the aforementioned laws, that it has not and will not violate those laws as may be amended from time to time, and that it neither has nor will it offer, make or agree to make, directly or indirectly, any gift or payment of any kind or any political contribution in violation of such laws. Buyer agrees to indemnify and hold Seller harmless from and against any and all damages and expenses, including attorneys' fees, resulting from Buyer's violation of the requirements referenced in this section.

Moreover, to the extent where applicable, the parties agree to comply with the following: Federal Labor Standard Act of 1938, as amended; Executive Order 11246, as amended; EEO-1 Reporting; Vietnam Era's Veterans Readjustment Assistance Act; Affirmative Action and Equal Opportunity for Workers with Disabilities, 48 C.F.R. § 52.222-36 and 41 C.F.R. § 60-741.5 and Utilization of Small Business Concerns, 48 C.F.R. § 52.219-8 et. seq., and the implementing rules and regulations of the Office of Federal Contract Compliance including the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected Veteran status or disability, prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Likewise, when applicable, Seller and/or its covered subcontractors agree to comply with the provisions of 29 CFR Part 471, Appendix A to Subpart A.

#### CONFLICT MINERALS

Seller warrants and certifies that: (a) all items supplied or delivered to Buyer under this Purchase Order do not contain one or more identified Conflict Minerals (including but not limited to, coltan, niobium, tantalum, tin, gold, or tungsten), as defined under the Dodd-Frank Wall Street Reform and Consumer Protection Act; (b) sub-suppliers from whom Seller purchases items do not sell items that contain one or more identified Conflict Minerals; and (c) if the items that Seller supplies or delivers to Buyer do contain one or more identified Conflict Minerals, such Conflict Minerals do NOT originate from the Democratic Republic of Congo or an adjoining country. In the event the items Seller supplies or delivers to Buyer contain one or more identified Conflict Minerals, then Seller shall promptly notify Buyer of such.

#### IMPORT AND EXPORT

The parties have and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits needed to carry out their obligations under the purchase order. The parties shall comply with all export and import laws of all countries involved in the sale and transportation of goods under this purchase order.

#### NOTICE

Notice required hereunder shall be deemed properly made if in writing and delivered by mail or email (the receipt of which is expressly acknowledged) to the email address set forth in the Purchase Order, by certified U.S. mail (return receipt requested), or by recognized courier service (UPS, FedEx, etc.). Any notice shall be deemed given one (1) business day after being sent.

#### JURISDICTION AND VENUE

The validity, performance and interpretations of this agreement shall be governed by the substantive laws of the State of Georgia (USA), and without reference to principles of conflicts or choice of laws or the United Nations Convention for the International Sale of Goods. The parties agree that the sole and exclusive jurisdiction and venue for any dispute relating to or arising under this agreement shall be the federal or state courts in the State of Georgia, and both parties hereby submit and consent to the personal jurisdiction of said courts as to any such matters.

#### FORCE MAJEURE

In the event of any delay in Seller's performance or Seller's inability to perform due to acts of God, war, riot, embargo, acts of civil or military authorities, acts of government, quarantine restriction, pandemic, epidemic, fire, flood, explosion, mill conditions, plant machinery breakdown, differences with workmen, shortage of vehicles, fuel, utility, facility, material or labor, delay in transportation, breakdown or accident, compliance with any other action taken to carry out the intent or purpose of any law or regulation, or other causes beyond Seller's reasonable control, Seller shall not be liable for any direct or indirect damages or loss due to any such causes. In the event of any of the foregoing, Seller may apportion its production and all the materials among its customers as Seller, in its sole discretion, considers equitable.

#### ENTIRE AGREEMENT

These terms and conditions of sale constitute the entire agreement of the parties and supersede all discussions, arrangements, negotiations, representations, and warranties, if any, relating to the goods or services covered hereby.