

SULZER

Pumps Equipment
Sulzer Pumps Solutions, Inc.
140 Pond View Drive
Meriden, CT 06450
Phone (203) 238 2700
Fax (203) 238 0738
www.sulzer.com

May 9, 2017

Subject: Southern Sales Inc. as Contracted Sulzer Distributor for ABS type products

To: Mr. Toni Floyd.
Lexington Fayette Urban County Government.

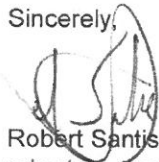
The purpose of this letter is to confirm that **Southern Sales Inc. dba Tencarva Machinery**, located in Nashville, Tennessee, is the contracted Sulzer sole Master Distributor for Sulzer wastewater (formerly ABS) products, including pumps, mixers, blowers and aerators, for the Municipal Wastewater Collection and Treatment market. Their territory includes the entire state of Kentucky.

Nationally we utilize a network of independent distributors/service centers to serve Municipal, Industrial, Building Trades and Dewatering market segments in specific territories. The authorized distributor for Sulzer products in these segments/territories has the expertise, knowledge, training and access to the latest product developments and upgrades, along with genuine OEM parts. **Southern Sales Inc.** is trained in the latest methods in care and start-up of our equipment and has the ability to execute warranty claims.

SULZER also certifies due to its continuous design and development process, our wastewater submersible pump product portfolio have undergone several product changes. Specifically since 2009, the old AFP submersible pump range has been progressively replaced by the new, more advanced XFP pump range. One example of this process is the old ABS pump model AFP1501 M520/4FM, which is not under production anymore, and has been replaced by the new XFP155J-CB2 PE520/4 pump model. Both models are completely interchangeable, from the installation point of view, since they use identical sliding brackets and guide rail assemblies, although the new XFP model has some advantages, like the Premium efficiency motor, or the new contra block plus hydraulic design.

Please do not hesitate to contact me if I can provide any additional information.

Sincerely,



Robert Santiso.

robert.santiso@sulzer.com

203 213 1480

Southeast Business Development Manager.



2937 Kraft Drive
 Nashville, TN 37204
 Office: (615) 254-0066
 Fax #: (615) 254-0791



Quotation

To:	Dallas Taylor	Date:	May 9, 2017
	Lexington Urban Co. Government	Project:	Spare (repl. of AFP1501)
		Owner:	LFUCG
		Engineer:	MSD
		Quote No:	13520KG

Under the terms and conditions herein stated, we are pleased to quote the following equipment:

New Spare Pump

- One (1) **SULZER-ABS XFP155J-CB2 PE520/4 w/ cooling jacket**, 2-vane 310mm ContraBlock impeller, 70Hp, 460/3/60, 1750 rpm premium efficiency, explosion proof motor, 49' power and control cable Standard 5-year pro-rated warranty is included.
- One (1) CA462 temp/seal relay (120v)

Total Selling Price **\$24,300.00**

General Notes:

1. No sales tax included.
2. **Pump directly replacing AFP1501 M520/4FM w/ cooling jacket & 300mm impeller**
3. **Pump to be mounted on existing Pumpex base / bracket**
4. **Delivery:** 12-16 weeks ARO
5. Installation by others.
6. All equipment ship FOB point of manufacture with freight allowed.
7. Payment terms are 100% net due 30 days from invoicing.
8. Any items of equipment or services not specifically outlined in the above to be supplied by others.
9. Please direct all inquires regarding this proposal to Kenny Graham at the phone numbers shown below. If you are unable to reach Kenny, please call the Southern Sales Company Nashville Office.

We appreciate the opportunity to quote you on this project.

SOUTHERN SALES COMPANY, INC.

Kenny Graham

(502) 551-4750 Mobile
 (800) 843-5523 Nashville office - toll free
 (615) 254-0791 Nashville office – fax

Rick Messamore

SOUTHERN SALES COMPANY TERMS AND CONDITIONS

Date: 5-10-17

1. **ACCEPTANCE.** This contingent proposal is submitted by Southern Sales Company, as Seller, to Buyer subject to the terms and conditions hereinbefore and hereinafter set forth, and is contingent on Seller's final approval of additional factors such as Buyer's credit. This proposal may only be accepted on the exact terms set forth herein, and no additional terms or modifications shall be accepted. This proposal shall become an agreement binding on Buyer and Seller when signed by Buyer and then later approved in writing by Seller, and shall become the entire and sole agreement of the parties pertaining to the subject matter of the agreement, mutually withdrawing, canceling, or otherwise waiving, terminating, and excluding any and all oral, written, express, or implied representations, guarantees, warranties, agreements, or understandings not set forth in full herein, or in the general provisions or specifications made a part of this agreement. All of Seller's obligations are subject to Buyer's continued credit acceptability by Seller through the time of shipment. Each individual signing this document warrants that he or she has proper authority to do so.
2. **PRICES.** Prices quoted in this proposal are firm for a period of 3 months from the date hereof, provided (a) Seller has not revoked the price or proposal, (b) a Buyer's signature below constituting an acceptable order is received by Seller within 30 days from date of proposal, (c) anytime after 30 days of Seller's approval, Buyer agrees to accept delivery of any or all of the equipment on a "when-ready" basis, and (d) Buyer agrees to make payment for all equipment listed herein on terms and conditions set forth herein for all partial and/or complete shipments. Otherwise, prices may be revised to reflect Seller's selling prices in effect on the date of shipment. If shipment is, for any reason, deferred beyond 12 months from the date of Buyer's acceptance, the prices set forth herein are subject to change to conform to Seller's prices prevailing on the date of shipment but not to exceed an escalation of 2% per month from the expiration of the aforesaid period to the date of shipment.
3. **ITEMS INCLUDED.** This proposal includes only those items specified herein and does not include installation, field erection, accessory or related materials such as controls, piping, printed matter, etc., nor any other item not specifically listed herein.
4. **SUPERVISION AND SERVICE.** If Buyer desires field service for checking the installation and/or instruction in operation of the equipment in excess of that set forth in this proposal, Buyer agrees to pay a **per diem rate of \$1,000.00** including travel time and **\$0.70 per mile travel expense** (from Seller's Nashville office).
5. **DELIVERY.** Buyer shall pay delivery costs "**FOB POINT OF SHIPMENT.**" All claims for damage, delay and/or shortage arising from such shipment shall be made by Buyer directly solely against the Carrier. Buyer agrees that shipment schedules and/or delivery dates set forth in this proposal represent nothing more than Seller's best estimate of time required to ship after receipt of acceptable order and final approval data. No liability, direct or indirect, is assumed by Seller for failure to ship as scheduled. Buyer grants Seller the right to make partial shipments and Buyer agrees to pay promptly according to the terms of this agreement for all material or equipment shipped. Buyer shall notify Seller of any nonconformity within 15 days after receipt of the equipment or within 15 days after the nonconformity could have been reasonably discovered, whichever date is earlier.
6. **CANCELLATION, SUSPENSION OR DELAY.** Orders resulting from this proposal may be canceled, suspended or delayed at any time prior to shipment - but only upon Buyer's prior payment to Seller of Seller's reasonable charges for cancellation, suspension or delay, which charges shall include expenses already incurred, costs incurred by Seller to cancel, suspend or delay, and Seller's anticipated profit.
7. **BACKCHARGES.** Buyer agrees that Seller will not owe backcharges for labor, materials or other costs incurred by Buyer or others in adjustment, modification, service or repair of material or equipment furnished unless such backcharges previously have been authorized in writing by Seller.
8. **TAXES.** All applicable taxes or other Government charges upon the production, sale, shipment, installation and/or use of equipment covered by this proposal shall be added to the total price specified in this proposal and shall be paid by Buyer.
9. **TERMS OF PAYMENT.** Credit is subject to acceptance by Seller and subject to Buyer's continued credit acceptability by Seller through the time of shipment. Buyer agrees to pay on terms of "**NET 30 DAYS FROM DATE OF SHIPMENT**" of each item. Buyer also agrees to pay interest on past due accounts at the rate of one and one-half percent per month (both pre-judgment and post judgment), plus all costs of collection, including reasonable attorney fees.
10. **WARRANTY.** In cases where Seller is the manufacturer of new equipment, such equipment is warranted by Seller to be free from defects in material and workmanship under normal use and service for a period of one year from date of shipment. In the event of such a defect in material or workmanship within one year of shipment, Seller may (at Seller's option) repair or replace any part(s) provided that such parts are, upon request, returned to the point specified by Seller, transportation prepaid by Buyer. This warranty does not cover parts damaged by decomposition from chemical action or damaged by wear caused by abrasive materials; nor does it cover damage resulting from misuse, accident, or neglect, or from improper operation, maintenance, installation, modification, or adjustment. Nor does this warranty cover parts repaired by entities other than Seller without written approval from Seller.

In cases where Seller is not the manufacturer or where the equipment is not new, Buyer agrees that Seller is not liable for any warranty whatsoever, and Buyer's sole recourse for defects in material or workmanship shall be under the terms of the manufacturer's written warranty, if any.

No warranties have been made by Seller in reference to this equipment unless expressly included in this written agreement.

THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SELLER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR OF FITNESS FOR A PARTICULAR PURPOSE.

11. TITLE. Title to this equipment passes to buyer at the time of shipment, but pursuant to the Uniform Commercial Code, Buyer agrees (should Seller request it) to promptly execute security agreements and financing statements granting to Seller a security interest in the contract amount of this agreement in either (1) all of the equipment covered by this agreement, or (2) Buyer's entire inventory, equipment, accounts receivable and their proceeds, plus after-acquired additions and substitutions.

12. COMPLIANCE WITH LAWS. Buyer shall be solely responsible for securing any necessary permits under (and for compliance with) all safety, health and sanitation laws, ordinances and regulations in connection with the installation and operation of the equipment. Buyer agrees to provide Seller, upon request, evidence of the securing of any permits and of compliance with any such laws, ordinances and regulations, although Seller may rely exclusively on Buyer's representations, hereby made, that it shall secure such permits and comply with such laws, ordinances and regulations.

13. INDEMNIFICATION. It is understood that Seller has relied upon data furnished by and on behalf of Buyer with respect to the safety aspects of the installation and use of the equipment and that it is Buyer's responsibility to assure that the equipment will, when installed and put to use, be in compliance with safety requirements fixed by law and otherwise legally adequate to safeguard against injuries or damage to persons or property. Buyer hereby agrees to defend, indemnify and hold harmless Seller, its agents and employees, against any and all losses, costs, damages, claims, liabilities or expenses, including but not limited to, reasonable attorney's fees arising out of or resulting from any injury or damage to any person or property caused by inadequacy of safety features, devices or characteristics in the equipment or in the installation, use or operation of same, except claims for repair or replacement of defective parts as provided herein.

14. DISCLAIMER OF CONSEQUENTIAL DAMAGES, LIQUIDATED DAMAGES OR PENALTIES. BUYER AGREES THAT SELLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES. CONSEQUENTIAL DAMAGES FOR THE PURPOSES OF THIS AGREEMENT SHALL INCLUDE BUT NOT BE LIMITED TO, LOSS OF USE, INCOME OR PROFIT, OR LOSS OF OR DAMAGE TO PROPERTY (INCLUDING, BUT WITHOUT LIMITATION, PRODUCTS MANUFACTURED, PROCESSED OR TRANSPORTED BY THE USE OF THE EQUIPMENT) OCCASIONED BY OR ARISING OUT OF THE OPERATION, USE, INSTALLATION, REPAIR OR REPLACEMENT OF THE EQUIPMENT. SELLER SHALL NOT BE LIABLE FOR ANY PENALTY OR LIQUIDATED DAMAGES BASED UPON OR RELATING TO FAILURE OR INABILITY TO SHIP WITHIN A SPECIFIED TIME.

15. COMPLETE AGREEMENT. The complete agreement between SOUTHERN SALES COMPANY and the Purchaser is contained herein and is not subject to modifications except in a writing signed by an authorized officer of each party.

PURCHASER'S NAME: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____ TITLE _____ DATE _____

PURCHASER'S TAXPAYER IDENTIFICATION NUMBER: _____

PURCHASER IS A: CORPORATION _____ PARTNERSHIP _____ PROPRIETORSHIP _____

ACCEPTED BY SOUTHERN SALES COMPANY _____ ON (DATE): _____

SIGNATURE OF SOUTHERN SALES COMPANY REPRESENTATIVE: _____