

Vapex Firm Proposal  
AZ, San Luis  
Merrill Ave Sewage Lift Station



**Vapex Environmental Technologies, LLC**  
**February 6, 2018**



Address

Vapex Environmental Technologies, LLC  
2971-A Oxbow Circle  
Cocoa, Florida 32926  
USA

<b>To:</b>	<b>Bruce Loring</b>	<b>Date:</b>	<b>February 6, 2018</b>
<b>Company:</b>	James, Cooke and Hobson	<b>From:</b>	Stephanie Kasanicky
<b>cc:</b>	Eric Loring		
<b>Subject:</b>	Firm Proposal - Merrill Ave Sewage Lift Station – San Luis		

Dear Mr. Loring,

Thank you for your interest in the Vapex™ Radical Odor Control System. Based upon the data provided for this project, we developed the unit sizing described in this proposal. We are confident that the Vapex™ NANO not only provides the most effective solution for this municipality in terms of installed, operational and maintenance cost but also provides the most effective solution to eliminate odors.

In addition to eliminating odor, the Vapex™ technology has also been shown to neutralize pH thereby reducing wet well and equipment corrosion. The NANO will also break down some forms of fats, oils and greases.

We look forward to working with you on this project. Should you have any questions or need clarifications, please feel free to contact me. Thank you.

Kind Regards,

*Stephanie Kasanicky*

**Stephanie Kasanicky**  
**Regional Sales Manager**  
C: 303-396-2154

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## 1. DESIGN BASIS

<b>Application:</b>	Lift Station/Wet Well
<b>Treatment Area Dimensions:</b>	7 ft Length 24ft Depth
<b>Treatment Area Volume:</b>	924 ft <sup>3</sup>
<b>Peak H<sub>2</sub>S Level:</b>	300 ppm
<b>Installation Location:</b>	Outdoors

## 2. EQUIPMENT SUPPLIED

1	NANO
1	LV Nozzle - Flexible Install
100 ft	Oxidant Tubing
100 ft	Water Tubing
100 ft	LV Air Tubing
75 ft	2.5" Zipper Cable Sheath
2	IOM Manuals
1	I&O Kit - NANO - 1 LV Nozzle
1	Spare Parts Kit - NANO
1	Modem
1	Communications - 3 Years
1	Remote Monitoring - 3 Years

## 3. SERVICES

Vapex will furnish the following services:

- One (1) factory representative for two (2) days during one (1) trip to assist in:
  - Installation inspection,
  - Start-up supervision
  - Operator training
- Three (3) years Cellular communications
- Three (3) years Remote Monitoring

## 4. PATENTS

The Equipment and/or Process quoted herein may operate under one or more U.S. patents. The Purchase Price includes a one-time royalty payment (if any), which provides the Buyer with immunity to operate the Equipment specified in the Quotation under any applicable patents.

## 5. PURCHASE PRICE

All of the above listed for .....\$ **63,888.00** USD  
F.O.B. Jobsite, Freight Allowed, Taxes Exclude

### 5.1 Validity

**PROPOSAL:** This proposal is valid for 90-days from proposal date. All prices are guaranteed for one year from date of Vapex™ acceptance of a Purchase Order. This quote does not include applicable sales and use taxes, which will be applied to the final invoice. Please provide tax exemption certificate(s) if applicable.

**ACCEPTANCE:** To accept this proposal send a Purchase Order to Vapex™ Corporate Headquarters – OR – complete the acceptance information below. All Purchase Orders shall include:

- a. Purchase Price quoted in this document
- b. Ship-to address, contact name, and phone number
- c. Bill-to address, contact name, phone number and fax number
- d. Requested delivery date

Tax exemption information if applicable

### 5.2 Payment terms

Net 30-Days, FOB Cocoa, Florida. Sales and or Use tax is not included in this proposal. Please provide tax exemption information. Applicable tax is invoiced with purchase on date of shipment.

**ORDERS:** Orders are subject to credit evaluation and acceptance. All orders are subject to Vapex™ terms and conditions stated in this document.

**PRODUCTION:** Vapex requires 6 to 8 weeks from the receipt of approved submittals or waiver of submittals for shipment.

**LATE PAYMENT PENALTY:** Invoices not paid 31 days after the invoice date are subject to a Service Charge of 1½ % per month (.05% per day) on the unpaid balance. The equivalent interest rate per annum is 18%.

**TITLE:** Title to Vapex™ Radical Odor Control Systems and supplied equipment (the Goods) shall remain vested in Vapex™, and shall not pass to the buyer until the purchase price for the Goods has been paid in full and received by Vapex™ Environmental Technologies, Inc.

**START-UP:** Start-up services include equipment start-up, warranty certification and on-site equipment operation & maintenance training. Trip fees may apply for additional training visits, multi-phase start-up or non-standard installations. Prior to scheduling the Vapex™ technician, the Customer shall verify that the site is prepared for start-up. If the site is not prepared when the technician arrives and the start-up is rescheduled, the customer will be responsible for payment of additional trip fees for the technician at current Vapex™ trip rates.

**IMPORTANT NOTES:** Regarding Vapex™ Radical Odor Control system Wet Well Installations: If the system is treating a wet well (or lift station) all access for cables, wires or sample tubing shall be sealed. All conduit connections into the well must be sealed. If a vent is required, a Vapex™ supplied vent must be installed. Vapex™ strongly recommends that all ferrous metal hardware within the well be epoxy coated to prevent premature rusting from increased humidity. Pump and/or Grinder cables coated in natural rubber will deteriorate. If there are pump and/or grinder cables located inside the wet well they must be of a material compatible to sulfuric acid >10% and ozone or the pump cables must be sleeved with a PVC jacket (not provided by Vapex™ unless listed in the Equipment Supplied Section of this document). Cables must be sleeved by the customer/contractor prior to equipment start-up. Contact Vapex™ for additional information.

## 6. WARRANTY

### Limited Mechanical Warranty Policy

Vapex™ Equipment is limitedly warranted to be free from defective material and workmanship, under normal use and service and when installed, operated and maintained in accordance with installation, operation and maintenance instructions. This policy and maintenance/operating procedures as follows:

- **Vapex™ NANO – 18 months from shipment or 12 months from startup whichever occurs first**

To make claim under this Warranty, Buyer must notify Vapex™ within ten (10) business days after the date of discovery of any nonconformity and make the affected Equipment immediately available for inspection by Vapex™ or its service representative.

Vapex™ Equipment may be deemed nonconforming only by an authorized Vapex™ representative. **Returns will not be accepted unless Vapex™ has authorized said return in writing.** If the Vapex™ inspection indicates nonconforming materials and/or workmanship, the Equipment will, at Vapex™'s option, either be repaired or replaced without charge. Upon receipt of Vapex™'s written consent, Equipment may be promptly returned to the Vapex™ factory, F.O.B. However, under certain circumstances, Vapex™ may decide, in its sole discretion, to repair or replace the Equipment at the Project site. Buyer hereby agrees to provide Vapex™, its employees and/or representatives, free of charge, on-site access to the Project site, and any necessary utilities and plant personnel needed by Vapex™ for the purpose of repairing and/or replacing nonconforming Equipment per this Warranty.

#### **The following will void this Warranty:**

1. Equipment is used for purposes other than those for which it was designed;
2. Equipment is not used in accordance with generally approved practices;
3. Disasters, whether natural or manmade, such as fire, flood, wind, earthquake, cave-in, lightning, war, or vandalism;
4. Unauthorized alterations to or modifications of the Equipment not approved by Vapex™, in writing;

5. Abuse, neglect or misuse of Equipment, including without limitation, operation of Equipment after a defect is discovered;
6. Operation of Equipment by persons not properly trained for that purpose;
7. Failure to operate the Equipment in accordance with Vapex™'s specifications, O&M manuals or other written guidelines; and/or
8. Failure to perform regular cleaning, inspection, adjustment and/or preventative maintenance.

**Notes:**

- Vapex™ is not liable for any corrective work or expenditure that has not been authorized by Vapex™ in writing prior to the commencement of such work and prior to committing to such expenditures.
- Inspection service calls, requested by Buyer, where no evidence of nonconforming materials and/or workmanship is found, will be invoiced to the Buyer at Vapex™'s current per diem, plus all travel and living expenses.
- Onsite labor and freight are not covered by this Warranty.
- This Warranty does not cover normal wear and tear.
- Following a Warranty claim, verification of proper operation and maintenance is required.
- Physical damage due to external forces and/or accident is not covered by this Warranty.
- The effects of corrosion and unforeseeable environmental characteristics are excluded from this Warranty.
- Actions by 3<sup>rd</sup> parties in causing nonconformity of the Equipment are not covered under this Warranty.

**THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES OF ANY KIND WHATSOEVER, WRITTEN, ORAL OR IMPLIED; ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.**

VAPEX™ SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE, OR IMPUTED NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR DAMAGE TO THE EQUIPMENT, PROPERTY DAMAGE, LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, ADDITIONAL COSTS INCURRED BY BUYER (FOR CORRECTION OR OTHERWISE) OR ANY OTHER INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE OR INABILITY TO USE THE EQUIPMENT.

This exclusion applies even if the Warranty fails of its essential purpose and regardless of whether such damages are sought for breach of warranty, breach of contract, negligence or strict liability in tort or under any other legal theory.

This document constitutes the sole Warranty in its entirety and no other provisions express or implied exist. Any modification of this Warranty must be in writing and signed by an authorized representative of Vapex. An adjustment made per this Warranty does not void the Warranty, nor does it imply an extension of the Warranty Period. Equipment repaired during the Warranty Period carries the un-expired portion of this original Warranty only. This Warranty is governed by the laws of the state of Florida.

## 7. ACCEPTANCE

	<b>Vapex™ Environmental Technologies, LLC</b>	
Name:	Stephanie Kasanicky	
Title:	Regional Sales Manager	
Signature:	<i>Stephanie Kasanicky</i>	
Date:	February 6, 2018	