

TURBLEX®

a Howden Brand



Proposal

Victor Valley WRA

Howden USA Company

To: Victor Valley WRA
For: Mauricio Marin
Project: Victor Valley WRA Blower

Our reference Howden: 377347 Rev.1
Your ref:
Date: March 19, 2026

Contact: Jim Trace
Tel: +1 765 827 9200
E-Mail: jim.trace@chartindustries.com

Revolving Around You™



Howden
A Chart Industries Company

Proposal

Bid Ref. No.: Victor Valley WRA

Location: Victor Valley, CA

Howden Ref. No.: 377347 Rev.1

Date: 3/19/2026

Represented by: Matt Bentley

Goble Sampson

Riverside, Ca

Phone: 704 650 7332

Email: mbentley@goblesampson.com

KA22SV-GL225 Single Stage Integrally-Geared Centrifugal Blower per Howden's Standard Specification

One (1) Turblex high efficiency single-stage centrifugal air blower, model KA22SV-GL225, accessories and controls with variable diffusers for variable output capacity control and inlet guide vanes to provide a Dual Point Control™ system for efficiency optimization and minimized power consumption. The blower is designed for a capacity of 9,200 scfm at 8 psig.

Standard Major Skid Components (pre-piped and pre-wired):

Turblex blower air-end and integral speed increasing gearbox

500 HP Prem. Eff. main drive electric motor:

- 460v/60hz/3ph
- 3600 RPM
- TEFC enclosure
- Antifriction bearings
- 40°C ambient rated motor
- 1.15 Service Factor
- Suitable for 60% reduced voltage start

Coupling and guard

Oil lube system with electrical and mechanical oil pump, water-to-oil cooler with motorized cooling water shut-off ball valve & thermostatic mixing valve, and duplex oil filter

Standard Skid Instrumentation (pre-piped and pre-wired):

Blower gearbox RTD's

Blower gearbox vibration X-Y-Z probe/transmitters

Blower gearbox velometer

Motor bearing RTD's

Motor bearing velometer, Each End

Oil filter restriction indicator/switch

Inlet temperature transmitter

Oil reservoir temperature transmitter

Inlet pressure transmitter

Discharge pressure transmitter

Motor current transmitter

Low/Low-Low oil pressure switch

Surge switch

Low oil level switch

Reverse rotation switch

Inlet temperature gauge

Oil temperature gauge

Water in temperature gauge

Water out temperature gauge

Discharge pressure gauge

Oil pressure gauge

Shipped Loose Components (for each blower, shipped loose for field mounting and wiring by others):

Main drive motor starter, NEMA 12

Set of vibration isolators, seismically rated

Turblex design, 2 stage local inlet filter/silencer

Inlet flex connector, Howden standard, galv.

Discharge expansion joint, EPDM

Discharge cone silencer, CS

Blow-off valve, 480v/60hz/3ph electric-actuated, wafer

Turblex style blow-off silencer

Discharge isolation valve, 480v/60hz/3ph electric-actuated, wafer

Discharge check valve, wafer

Inlet filter differential pressure switch/gauge assembly (1 per stage)

Tools and Spare Parts:

One (1) Set of special tools

Local Control Panels (shipped loose for field mounting by contractor):

Each blower includes a remote mounted NEMA 12 Local Control Panel with A-B CompactLogix programmable logic controller that will contain the start-stop permissive sequence, surge alarms, all safety monitoring and shutdown controls. Starters and controls for variable vanes and electric oil pump are included. Panel door mounted items include Panelview Plus 7, 10.4" operator interface monitor, main disconnect, and emergency stop. Hourmeter on blower termination enclosure. A 480v/60hz/1ph 30 amps power supply is required (and the panel is a UL listed assembly).

Paint:

Manufacturer's standard finish.

Start-up and Onsite Services:

Start-up and operator training is included per Howden standards. Additional service is available per Howden Service Rate schedule.

- One (1) trip - Three (3) days total onsite (assume 8 hr days, Mon-Fri) for startup and commissioning of the blower.

Factory Tests (Non-witnessed): (for additional or witness testing, contact Howden)

Factory Standard Test - air-end/gearbox, Frankenthal, Germany – Non-witnessed

Functional Control Panel Test – Beasley, TX – Non-witnessed

Lubrication System Mechanical Run Test – Beasley, TX – Non-witnessed

Main Drive Motor Routine Test – Motor Manufacturer Facility – Non-witnessed

Payment Terms:

25% upon PO acceptance

10% upon release of submittal to customer

20% upon receipt of raw materials, including: gearing, casings, and impellers

25% upon successful completion of air-end mechanical factory test in Frankenthal, Germany

10% at time of final shipment

10% at time of start-up, not to exceed 6 months after final shipment.

Terms are 100% of invoiced value without deduction and are due net 30 days. Payment shall not be dependent on Contractor being paid by any third parties. The equipment shall be deemed accepted in the event that the Seller's equipment is placed into commercial operation other than for any required testing and commissioning. Supplier retains the right to file a lien on the equipment or suspend the work in progress due to non-payment by Contractor. Quote is subject to an acceptable credit check.

Drawings and Shipment:

Submittal for approval will be in 10-12 weeks after acceptance of the order by Howden. Howden requires that comments/approval are made in no more than 3 weeks to not compromise project scheduling. Shipment will be 42-46 weeks after approved submittal.

Extended Shipment:

Add one percent (1%) escalation for each partial or full quarter that shipment is extended beyond one year after order acceptance.

Warranty:

Warranties will expire eighteen (18) months after shipment or twelve (12) months after start-up (which shall be the Howden certified date the equipment is available for beneficial use), whichever occurs first. Under no circumstances will the warranty begin upon "beneficial use", completion of the project, or acceptance of the equipment as determined by the engineer or end user. Any and all warranty terms and conditions detailed in the proposal herein shall supersede and/or supplement the warranty language denoted in the Howden standard terms and conditions.

Order of Precedence:

In the case of conflict and/or ambiguity between any sections of this proposal, the following shall be the priority:

- a) Howden Proposal dated March 19th, 2026.
- b) Howden North American Standard Terms & Conditions.

Items Not Included:

Installation, duties, taxes, loading or unloading, flow meters, gaskets or hardware for piping or valve installation, anchor bolts or embedded anchors, seismic calculations, interconnecting wiring for remote LCP, oil accumulator, interconnecting pipe, louvers, starters or VFDs, temporary items required for field acceptance tests (temporary instruments, devices, piping, motors, utilities etc), fittings, bolts, nuts, gaskets, wiring, valves, oil and lubricants (other than listed above), or any other items not specifically listed above.

Notes/Clarifications:

1. Howden's new standard IGV & VD actuator arrangement uses internal position transmitters which eliminates the necessity of external limit switches, and eliminated the associated calibrated dial position indicator.
2. Howden's offer includes both Inlet and Discharge Pressure indicating transmitters (IFM). The LCP logic will display the differential pressure using the outputs of these devices. Differential pressure transmitter is not included.
3. Due to the upcoming administration changes, the proposed quote price and lead time is subject to adjustment by Howden for the increase in material/shipping costs and other costs, including, but not limited to, increased costs of raw materials, increased freight costs, and new or increased tariffs. Any adjustments to the final contract price due to these matters shall be established by Howden and borne by buyer.
4. Transfer of title will happen at time of final milestone payment.
5. Construction per Howden's standard design and materials.
6. Electronic O&M is included in this proposal
7. Howden's standard IFM transmitters are provided.
8. Seismically rated vibration isolators are included. Anchor bolts and PE seismic calculations are not included.
9. Master Control Panel and aeration equipment require further discussion and an adder to be provided later.
10. Quantity 24 Flow Control valves (6") provided as an adder for reference. Project 3081T P&ID's originally includes a total of 12 valves (four 8" valves and eight 6" valves). Further discussion is required to be able to accurately quote.
11. Factory Standard Testing provided. PTC-10 is not provided.
12. Benshaw RVSS provided as ABB is unable to handle the full-load amps required for this application.

Price:

Price is **\$656,089**, Terms of Delivery DAP Jobsite per INCOTERMS 2020. This proposal is valid for 60 days. This proposal is based upon the attached Howden terms and conditions as further restricted or limited to the conditions of this proposal.

Proposal

Optional Items:

Flow Control Valve • Quantity: 24 • 6" Auma/Bray Electrically-actuated Valves for modulation • 3081T P&ID's originally includes a total of 12 valves (four 8" valves and eight 6" valves). Further discussion is required to be able to accurately quote.	\$118,860
Master Control Panel (shipped loose for field mounting by contractor): One (1) NEMA 12 Master Control Panel with A-B CompactLogix programmable logic controller, inputs and outputs to control the on-line blowers and other specified equipment. Panel door mounted items include color Allen Bradley PanelView color operator interface monitor and main disconnect. A 120v/60hz/1ph 30 amp power supply is required (and the panel is a UL listed assembly). MCP to match the same functionality as existing panel. MCP control is assumed as per the marked-up P&ID.	\$124,371
Field Services One (1) trip - eight (8) days total onsite (assume 8 hr days, Mon-Fri) for basin tuning.	\$23,098

Name: Jim Trace, Environmental Sales Director
Phone: +1 765 827 9200
Email: jim.trace@chartindustries.com

PROPOSAL DRAWING

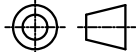
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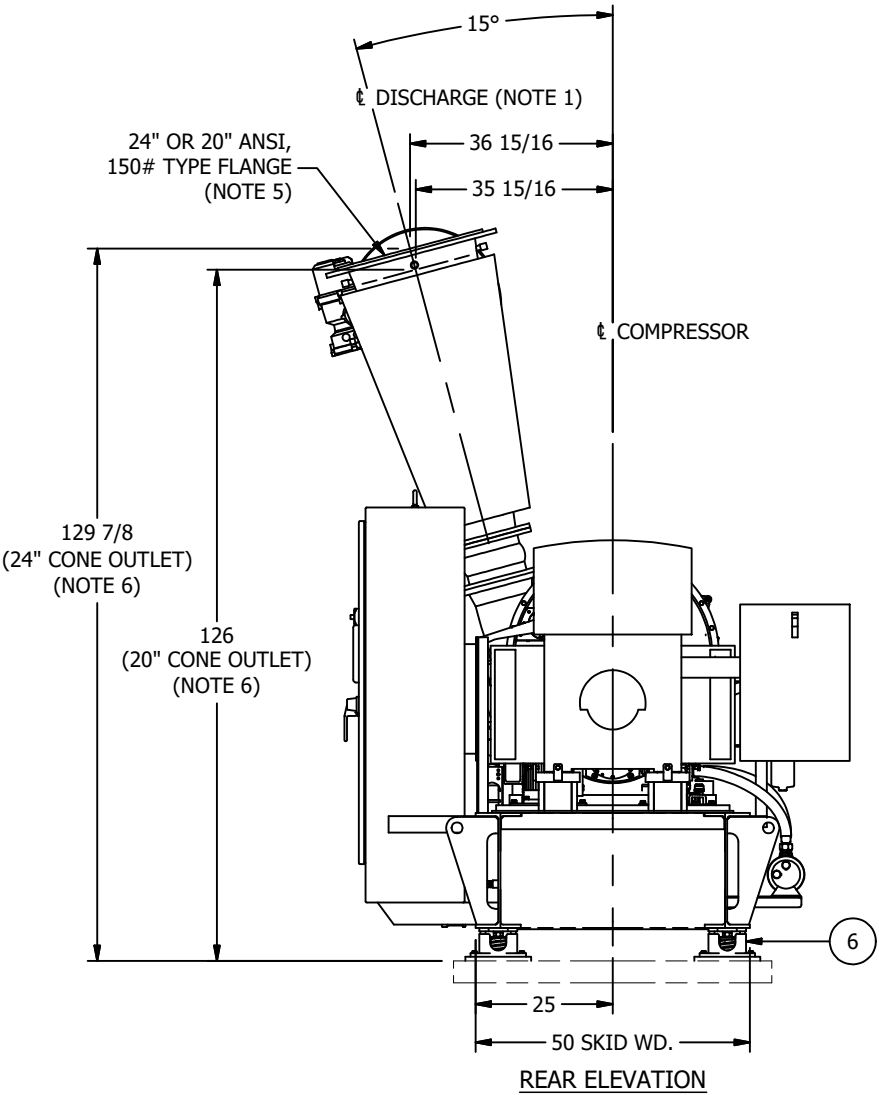
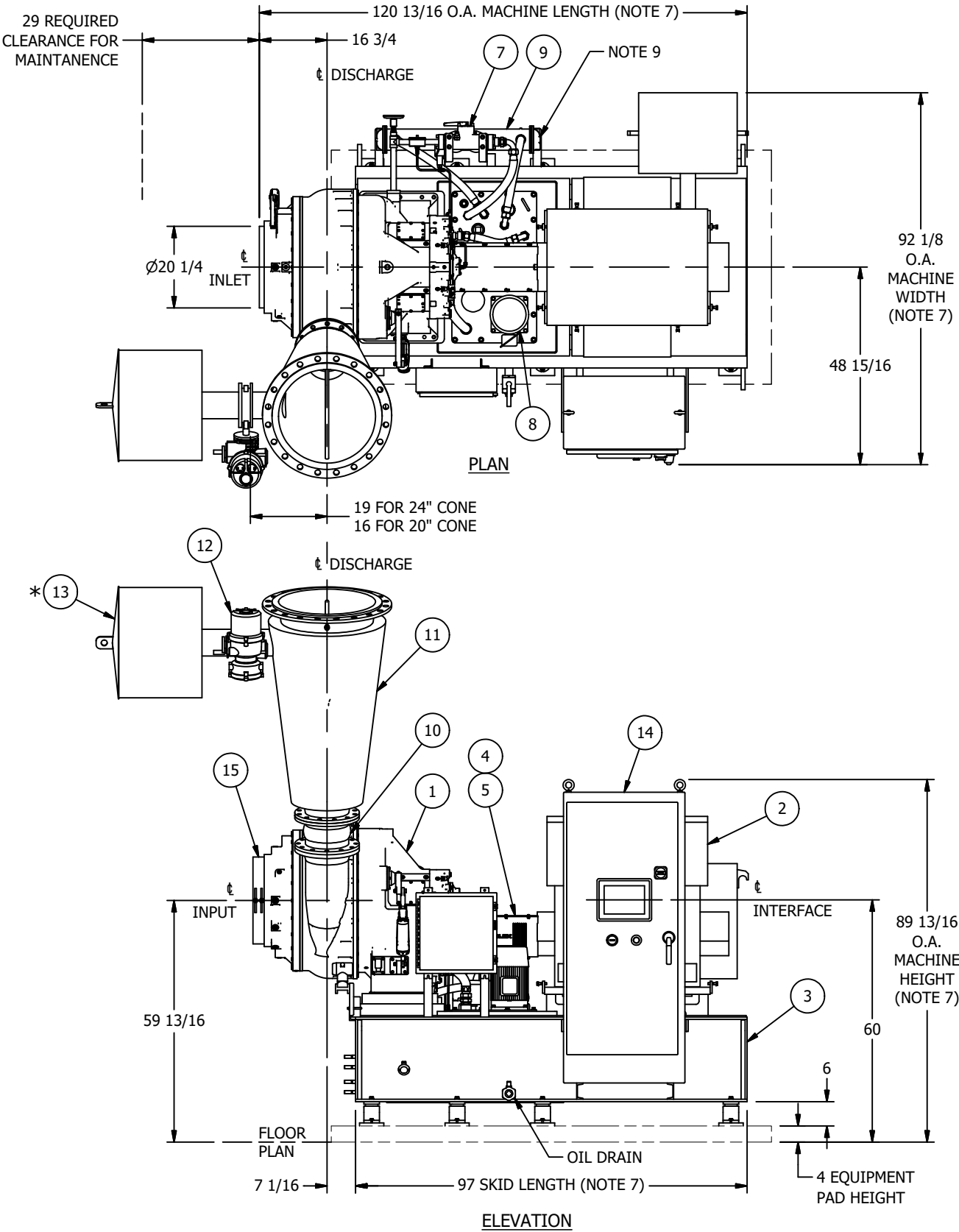
PARTS LIST			
ITEM	QTY	DESCRIPTION	LBS.
1	1	COMPRESSOR, KA22SV-GL225	4024
2	1	MOTOR	4200
3	1	COMPRESSOR BASE / OIL RESERVOIR	3620
4	1	COUPLING FOR COMPRESSOR AND MOTOR SHAFT	50
5	1	COUPLING GUARD	26
6	8	VIBRATION ISOLATOR	240
7	1	FILTER, OIL	30
8	1	PUMP, OIL	249
9	1	COOLER, OIL-WATER	116
10	1	DISCHARGE EXPANSION JOINT, 10"	34
11	1	CONE, DISCHARGE, 10 X 24 X 6, CS	348
12	1	BLOW-OFF VALVE/ACTUATOR	35
* 13	1	SILENCER, BLOW-OFF, 6", CS	199
14	1	LOCAL CONTROL PANEL	500
15	1	CONNECTOR, INLET FLEX	9

NOTES:

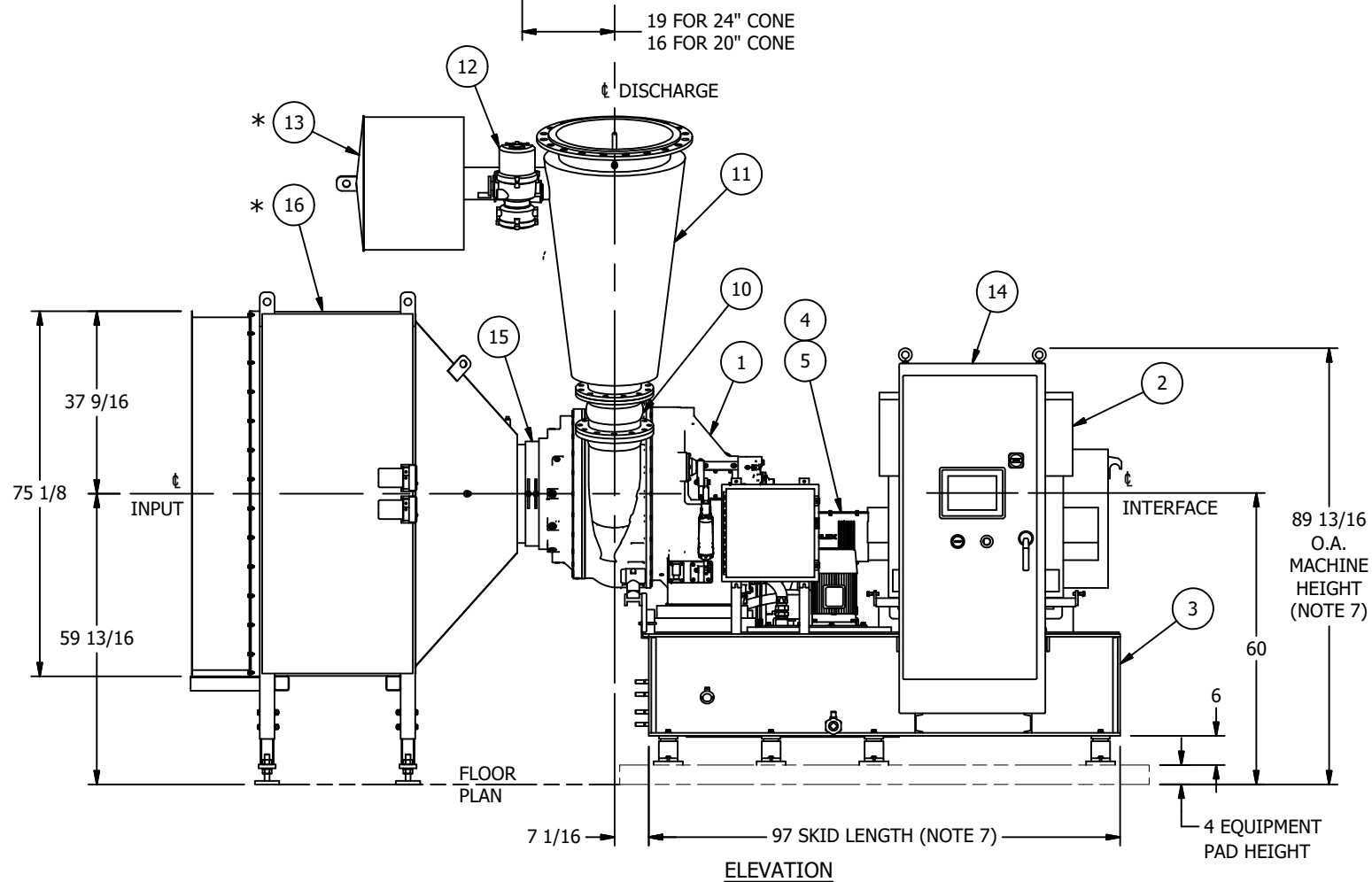
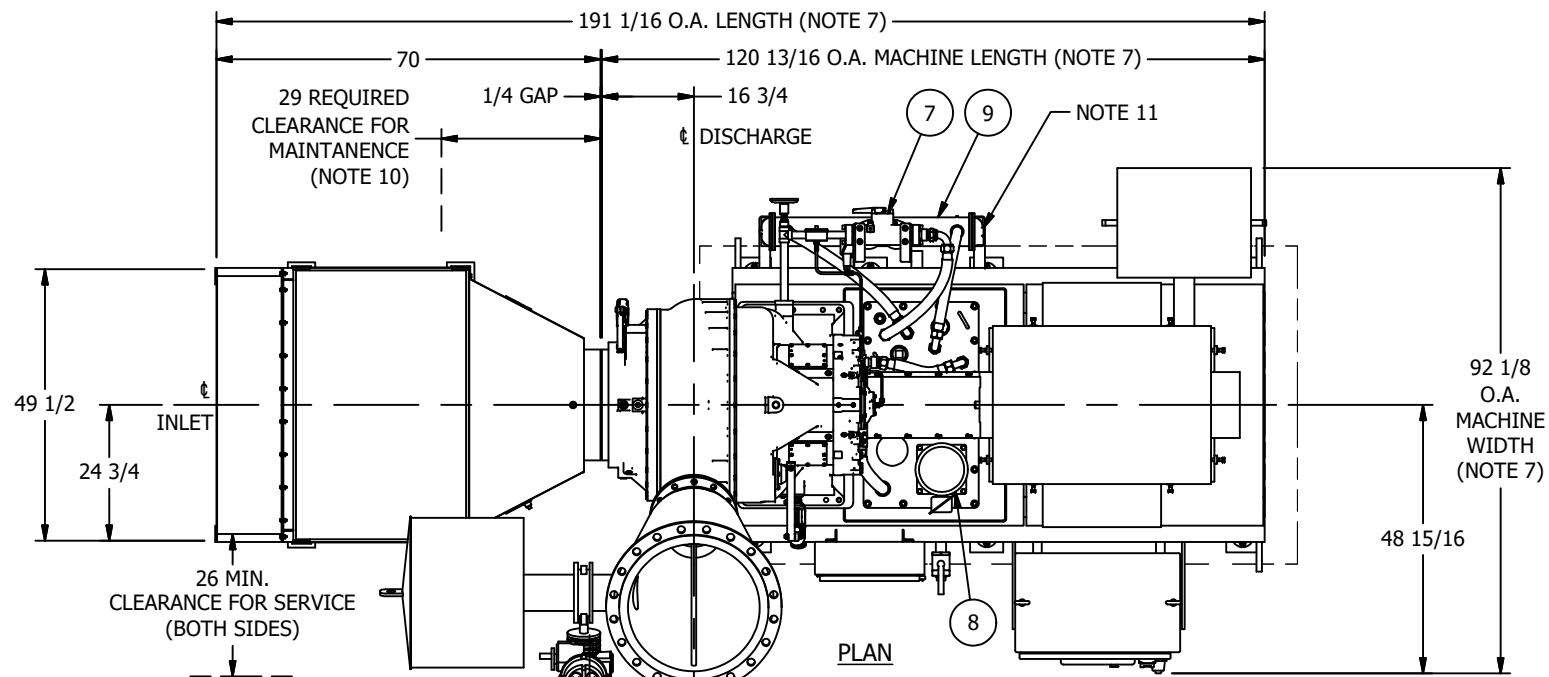
- AIR DISCHARGE FLANGE CAN BE ROTATED IN 15° INCREMENTS.
- COMPRESSOR INLET DIAMETER: 20-1/4" [514mm].
- COMPRESSOR OUTLET DIAMETER: 10", ANSI CL. 125#.
- BLOW-OFF DIAMETER: 6", ANSI CL. 150#.
- DISCHARGE CONE OUTLET DIAMETER: 20" OR 24", ANSI CL. 150#.
- DIMENSION VARIES DEPENDING ON DISCHARGE CONE SIZE AND ORIENTATION.
- DIMENSION VARIES DEPENDING ON ACTUAL MOTOR SIZE.
- ESTIMATED COMPRESSOR SKID PACKAGE WEIGHT: 15,000 LBS. MAY VARY DEPENDING ON ACTUAL MOTOR SIZE.
- STANDARD CUSTOMER WATER PIPING CONNECTION IS AT COOLER. OTHER OPTIONS AVAILABLE.

* OPTIONAL EQUIPMENT

B	9/19/2023	MPC	UPDATED TITLE BLOCK	
A	1/8/2019	MPC	UPDATE WITH BASELINE DESIGN	
REV	DATE	BY	DESCRIPTION	
REVISION HISTORY				
HOWDEN CHART INDUSTRIES CORPORATION 10000 HARTMAN AVENUE NORTH DAKOTA 58503	DIMENSIONS ARE IN INCHES, EXCEPT WHERE UNITS ARE SHOWN. TOLERANCES ARE ± 1/16 EXCEPT: ANGULAR (DEGREES): ± .5° DECIMAL: TWO PLACES: ± .010 THREE PLACES: ± .001		 Howden <i>A Chart Industries Company</i>	
	THIRD ANGLE PROJECTION			
				
DRAWING NUMBER			REV.	
022L225A			B	



DRAWN BY:	DSH	THIS DRAWING AND ITS CONTENTS ARE THE PROPRIETARY PROPERTY OF HOWDEN GROUP LIMITED AND/OR ITS AFFILIATED ENTITIES (COLLECTIVELY "HOWDEN"). THE DRAWING IS PROVIDED SOLELY FOR CONFIDENTIAL USE BY BUYER OF THE EQUIPMENT TO WHICH THE DRAWING PERTAINS AND MUST BE RETURNED AT HOWDEN'S REQUEST. USE OF THIS DRAWING OR PORTIONS THEREOF FOR PROCURING PARTS FROM OTHER THAN HOWDEN IS STRICTLY PROHIBITED. © THIS DRAWING IS PROTECTED BY INTERNATIONAL COPYRIGHT. COPYING OF THIS DRAWING IN HARD COPY, ELECTRONIC OR ANY OTHER FORM WITHOUT EXPRESS WRITTEN APPROVAL OF HOWDEN IS STRICTLY PROHIBITED. STANDARD PROPOSAL GA
DATE:	10/19/2011	
CHECKED BY:		
APPROVED BY:		
SCALE:	N.T.S.	
TITLE		TYPICAL GENERAL ARRANGEMENT DRAWING FOR KA22SV-GL225



PROPOSAL DRAWING

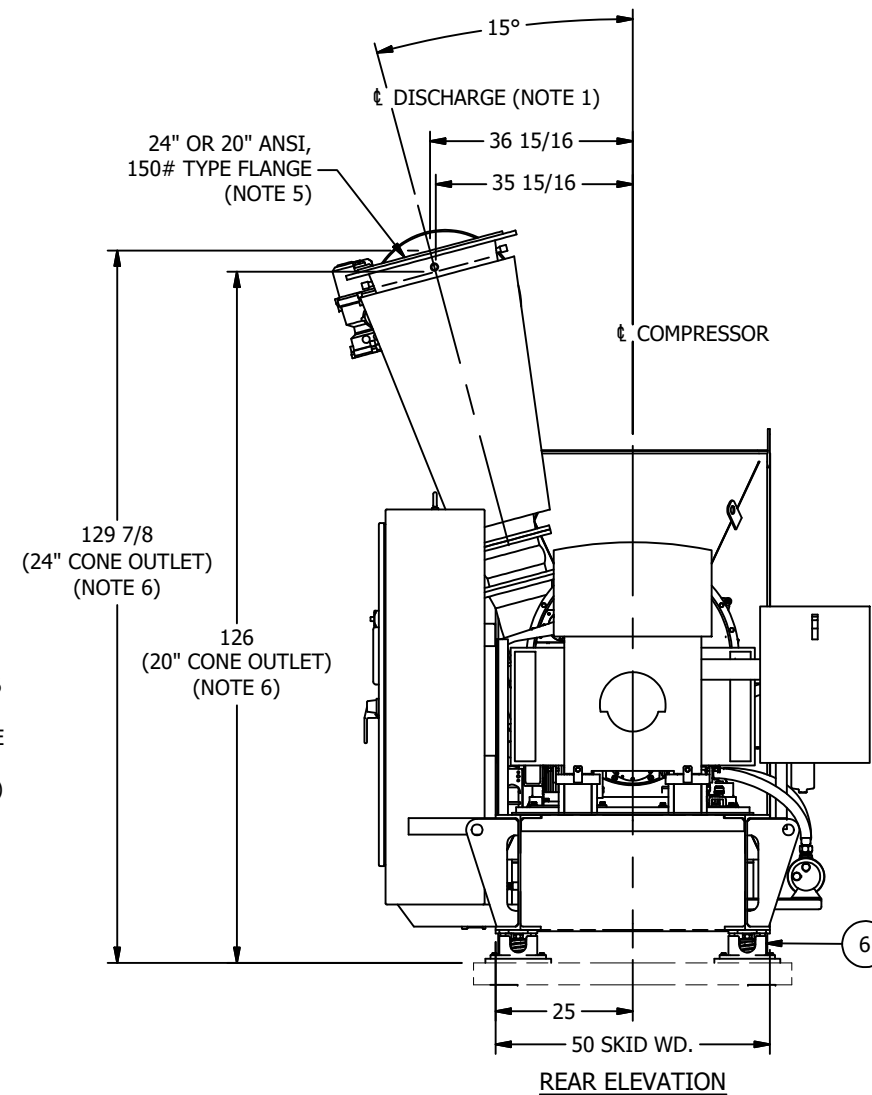
~NOT FOR CONSTRUCTION~

PARTS LIST			
ITEM	QTY	DESCRIPTION	LBS.
1	1	COMPRESSOR, KA22SV-GL225	4024
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7	1	FILTER, OIL	30
8	1	PUMP, OIL	249
9	1	COOLER, OIL-WATER	116
10	1	DISCHARGE EXPANSION JOINT, 10"	34
11	1	CONE, DISCHARGE, 10 X 24 X 6, CS	348
12	1	BLOW-OFF VALVE/ACTUATOR	35
* 13	1	SILENCER, BLOW-OFF, 6", CS	199
14	1	LOCAL CONTROL PANEL	500
15	1	CONNECTOR, INLET FLEX	9
* 16	1	INLET FILTER/SILENCER (IFS)	1334

NOTES:

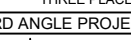
- AIR DISCHARGE FLANGE CAN BE ROTATED IN 15° INCREMENTS.
- COMPRESSOR INLET DIAMETER: 20-1/4" [514mm].
- COMPRESSOR OUTLET DIAMETER: 10", ANSI CL. 125#.
- BLOW-OFF DIAMETER: 6", ANSI CL. 150#.
- DISCHARGE CONE OUTLET DIAMETER: 20" OR 24", ANSI CL. 150#.
- DIMENSION VARIES DEPENDING ON DISCHARGE CONE SIZE AND ORIENTATION.
- DIMENSION VARIES DEPENDING ON ACTUAL MOTOR SIZE.
- INLET FILTER/SILENCER IS RATED @ 12,000 SCFM.
- ESTIMATED COMPRESSOR SKID PACKAGE WEIGHT: 15,000 LBS. MAY VARY DEPENDING ON ACTUAL MOTOR SIZE.
- IFS SHROUD IS BOLTED TO SILENCER HOUSING AND IS REMOVABLE FOR MAINTENANCE ACCESS TO FRONT OF COMPRESSOR. ALTERNATIVELY, THE IFS MAY BE MOVED AS AN ASSEMBLY.
- STANDARD CUSTOMER WATER PIPING CONNECTION IS AT COOLER. OTHER OPTIONS AVAILABLE.

* OPTIONAL EQUIPMENT



B	9/19/2023	MPC	UPDATED TITLE BLOCK
A	1/8/2019	MPC	UPDATE WITH BASELINE DESIGN
REV	DATE	BY	DESCRIPTION

REVISION HISTORY

DRAWN BY:	DSH	THIS DRAWING AND ITS CONTENTS ARE THE PROPRIETARY PROPERTY OF HOWDEN GROUP LIMITED AND/OR ITS AFFILIATED ENTITIES (COLLECTIVELY "HOWDEN"). THE DRAWING IS PROVIDED SOLELY FOR CONFIDENTIAL USE BY BUYER OF THE EQUIPMENT TO WHICH THE DRAWING PERTAINS AND MUST BE RETURNED AT HOWDEN'S REQUEST. USE OF THIS DRAWING OR PORTIONS THEREOF FOR PROCURING PARTS FROM OTHER THAN HOWDEN IS STRICTLY PROHIBITED. © THIS DRAWING IS PROTECTED BY INTERNATIONAL COPYRIGHT. COPYING OF THIS DRAWING IN HARD COPY, ELECTRONIC OR ANY OTHER FORM WITHOUT EXPRESS WRITTEN APPROVAL OF HOWDEN IS STRICTLY PROHIBITED.	DIMENSIONS ARE IN INCHES, EXCEPT WHERE UNITS ARE SHOWN. TOLERANCES ARE ± 1/16 EXCEPT: ANGULAR (DEGREES): ± .5° DECIMAL: TWO PLACES: ± .010 THREE PLACES: ± .001		 Howden <i>A Chart Industries Company</i>
DATE:	10/19/2011		THIRD ANGLE PROJECTION		
CHECKED BY:					
APPROVED BY:					
SCALE:	N.T.S.				
TITLE		DRAWING NUMBER			REV.
STANDARD PROPOSAL GA		022L225B			B
TYPICAL GENERAL ARRANGEMENT DRAWING FOR KA22SV-GL225					

HOWDEN

Turbo Performance data

28-07-25 : 17:47:48

ID: 2025-07-28_174748-684

DOC-H

Project: Victor Valley

Turblex Environmental Compressor: KA22SV-GL225

Power Supply: E-motor, RPM = 3600

with Variable diffuser: for Flow regulation

and with Variable Guidevanes: for minimizing Power consumption.

Inlet Conditions:

Pressure: see Table, Temperature: see Table., Relative Humidity: see Table.

Volume flow: 9200 scfm (@14.7 psia, 36 % rh, 68 deg. F)

press. press. P0 P2 psia psia		Inlet- flow %	Compressor Performance and Power consumption on the Motor shaft at Inlet conditions:							
			115.00 °F 15 %		68.00 °F 70 %		20.00 °F 70 %		°F %	
			acfm	hp	acfm	hp	acfm	hp	acfm	hp
13.350	21.350	100.0	11127	442.6	10230	416.8	9160	384.7		
13.350	21.350	75.0	8345	331.6	7673	308.0	6870	289.8		
13.350	21.350	60.0	6676	271.1	6138	254.0	5496	238.1		
13.350	21.350	45.0	5007	217.3	4604	202.3	4122	190.1		

- Inlet pressure drop 0.150 psig
- All losses incl. mech. oil pump are included.
- For ASME PTC-10 TORQUE METER TEST
with power tolerance of + 0% /- 4%.

Preliminary

CONFIDENTIAL

TURBLEX

Howden Turbo

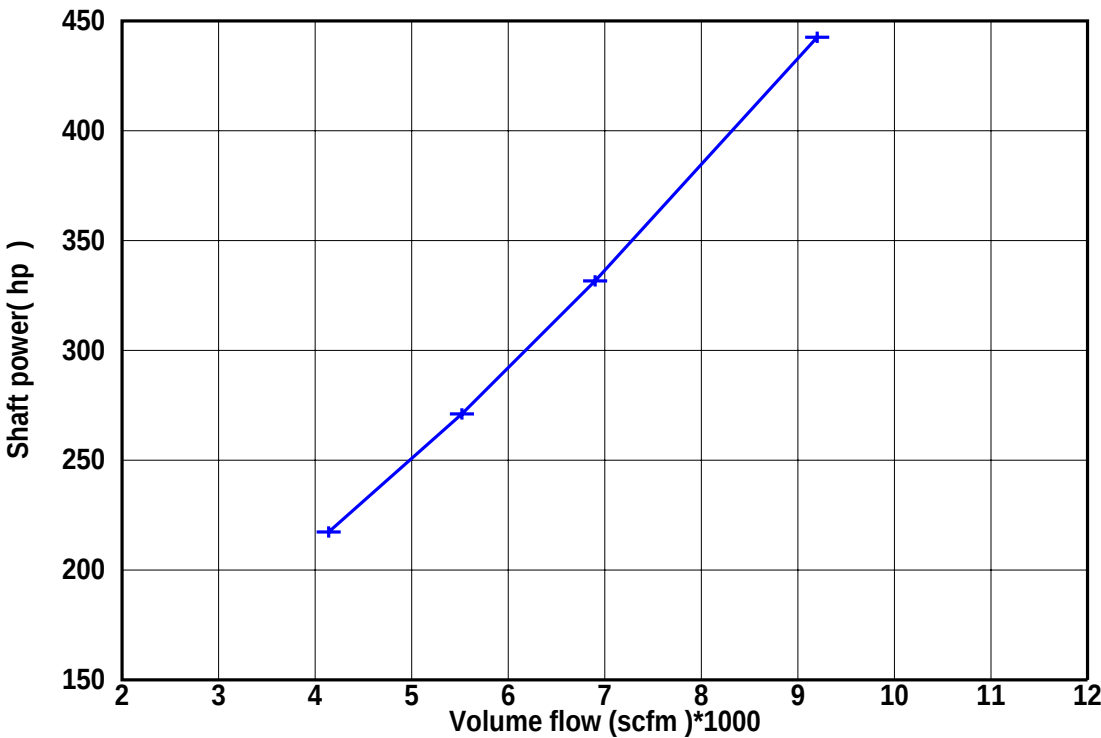
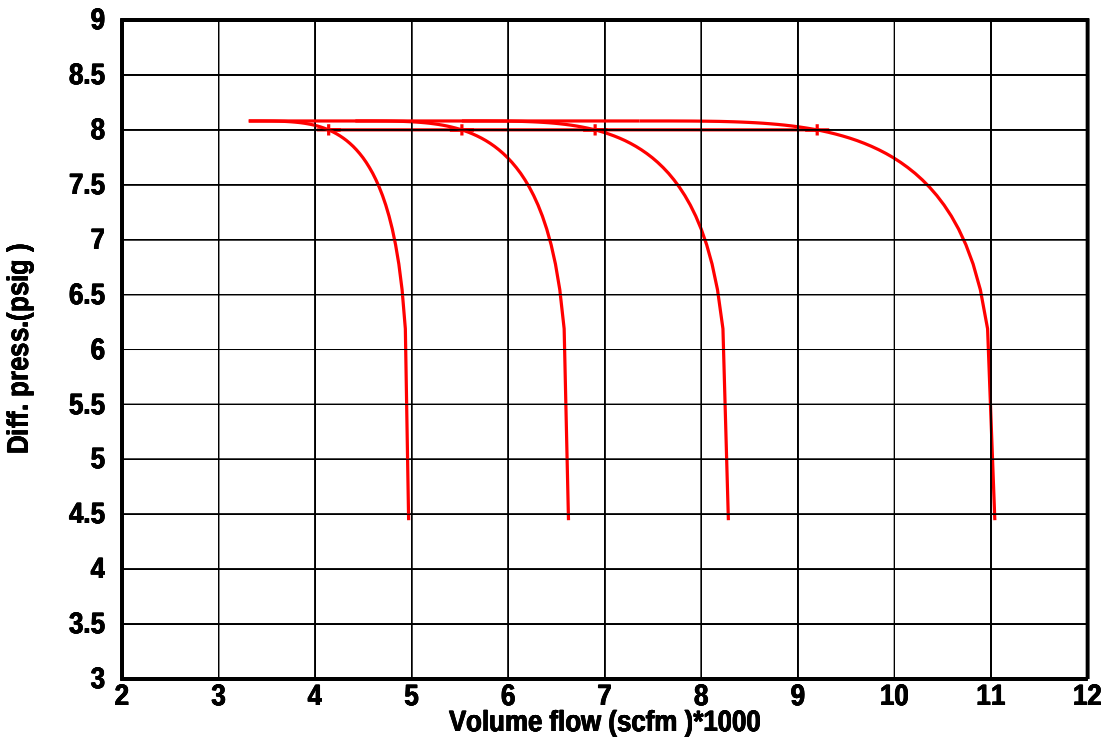
PV-Plot

Site: Victor Valley
Client: Victor Valley
ID: 2025-07-28_174748-684

Sign: _____

HV-TURBO
Environmental Compressor
KA22SV-GL225

Curves valid for nominal conditions:
Inlet Pressure: 13.350psia
Inlet Temperature: 115.00F
Relative Humidity: 15. %



Howden Turbo

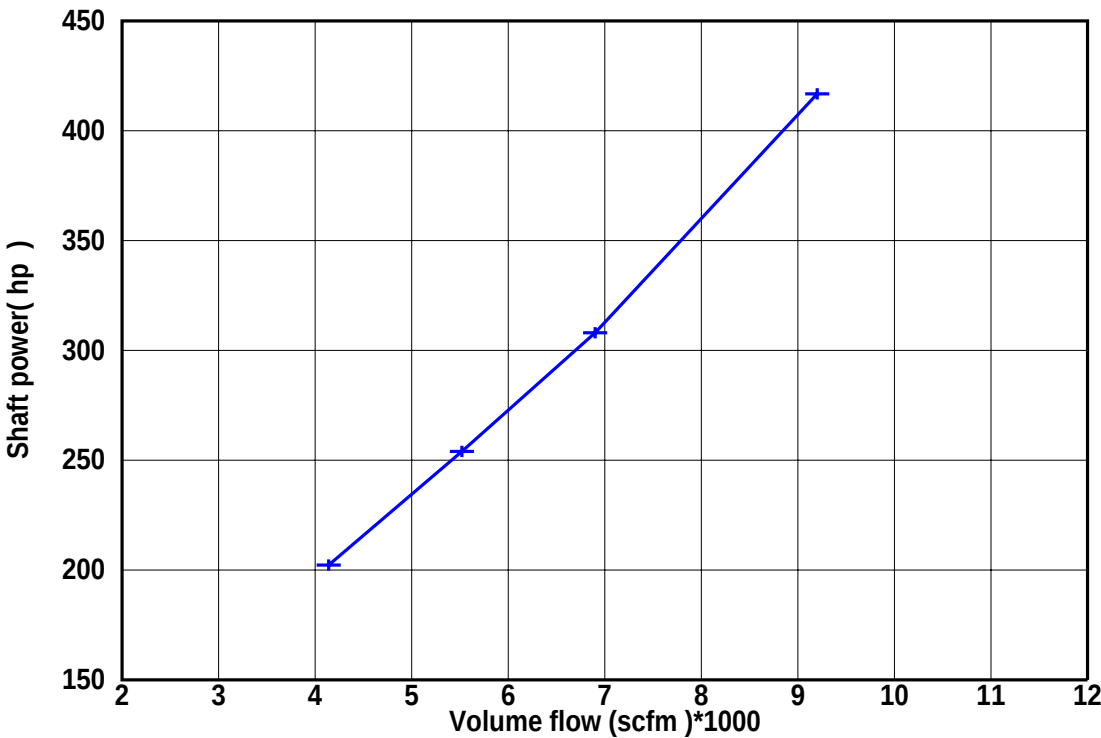
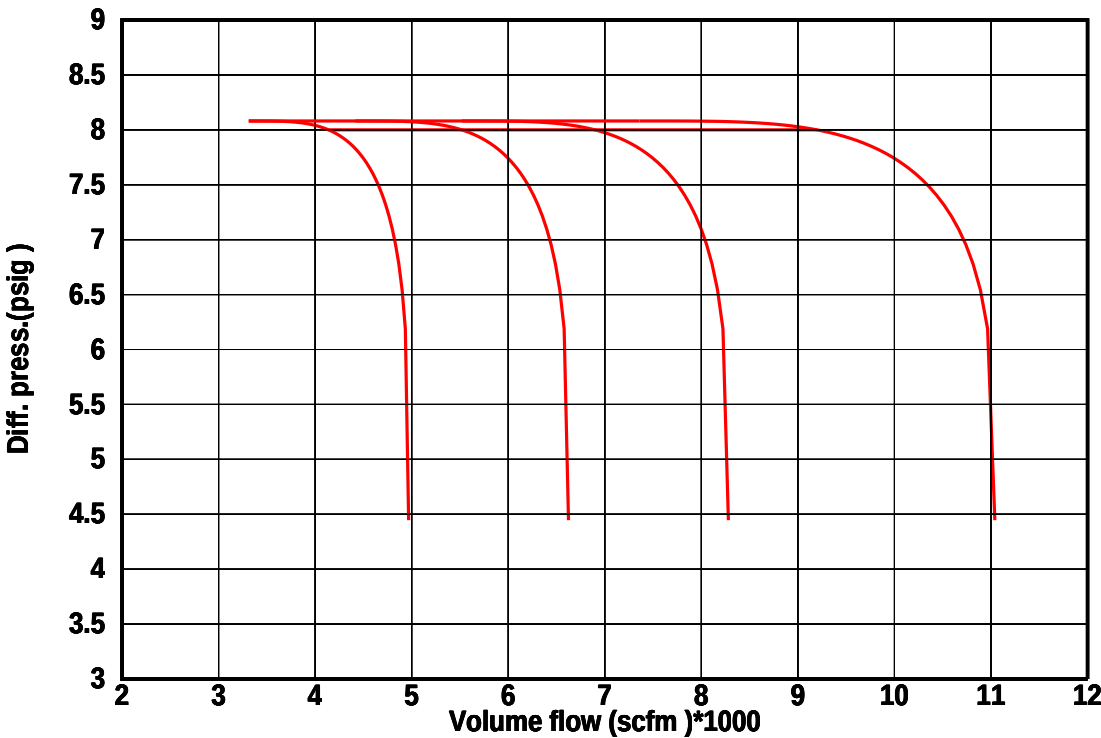
PV-Plot

Site: Victor Valley
Client: Victor Valley
ID: 2025-07-28_174748-684

Sign: _____

HV-TURBO
Environmental Compressor
KA22SV-GL225

Curves valid for nominal conditions:
Inlet Pressure: 13.350psia
Inlet Temperature: 68.00F
Relative Humidity: 70. %



Howden Turbo

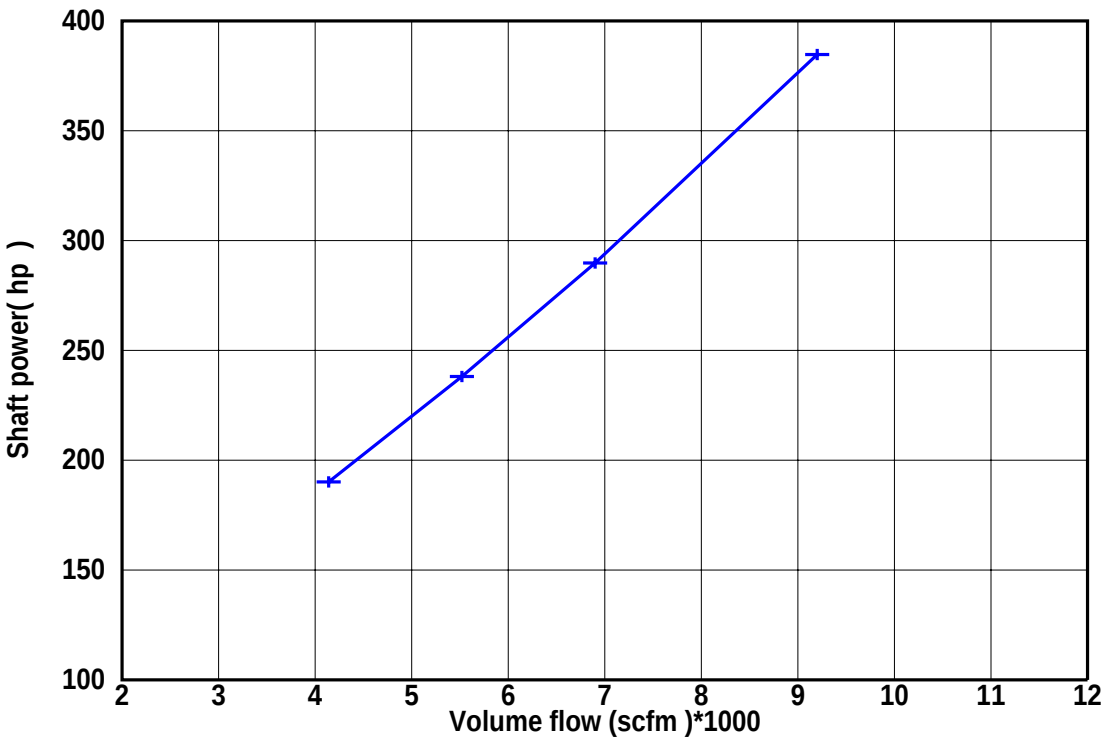
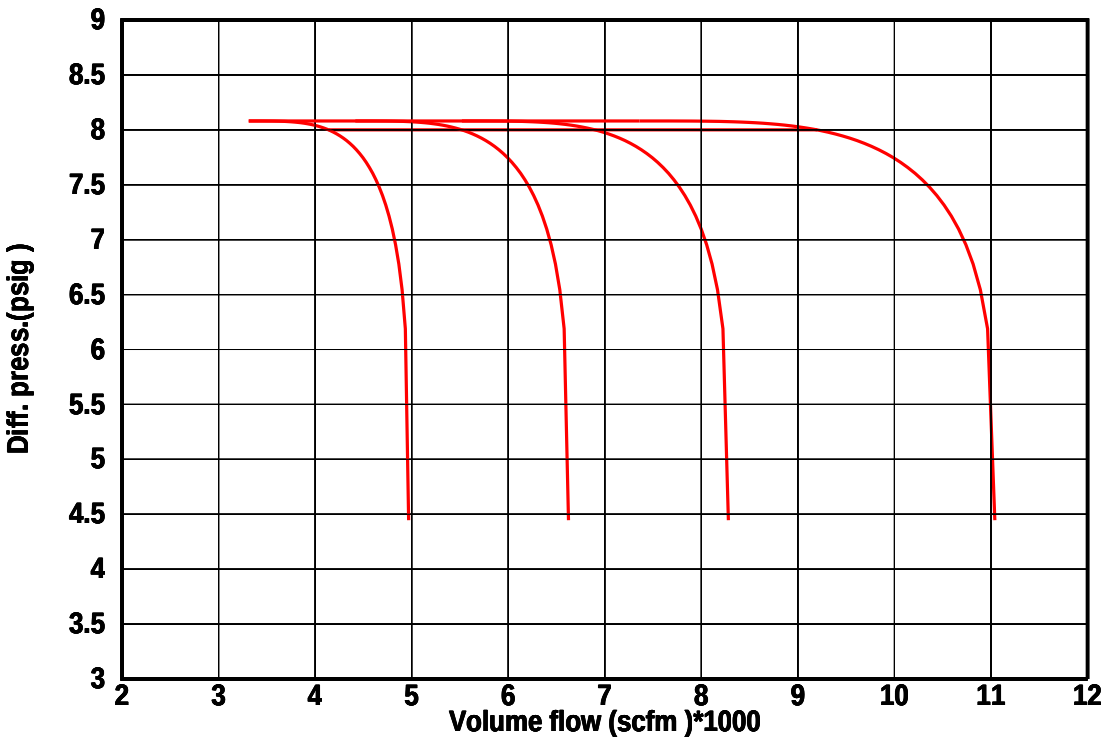
PV-Plot

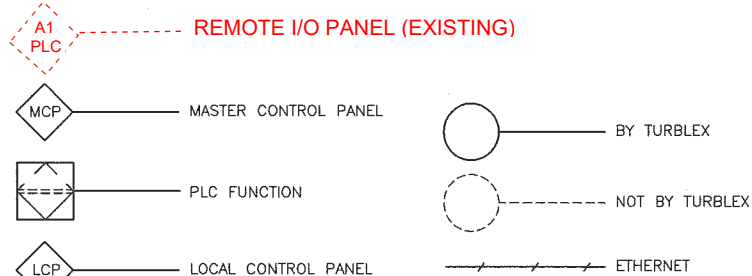
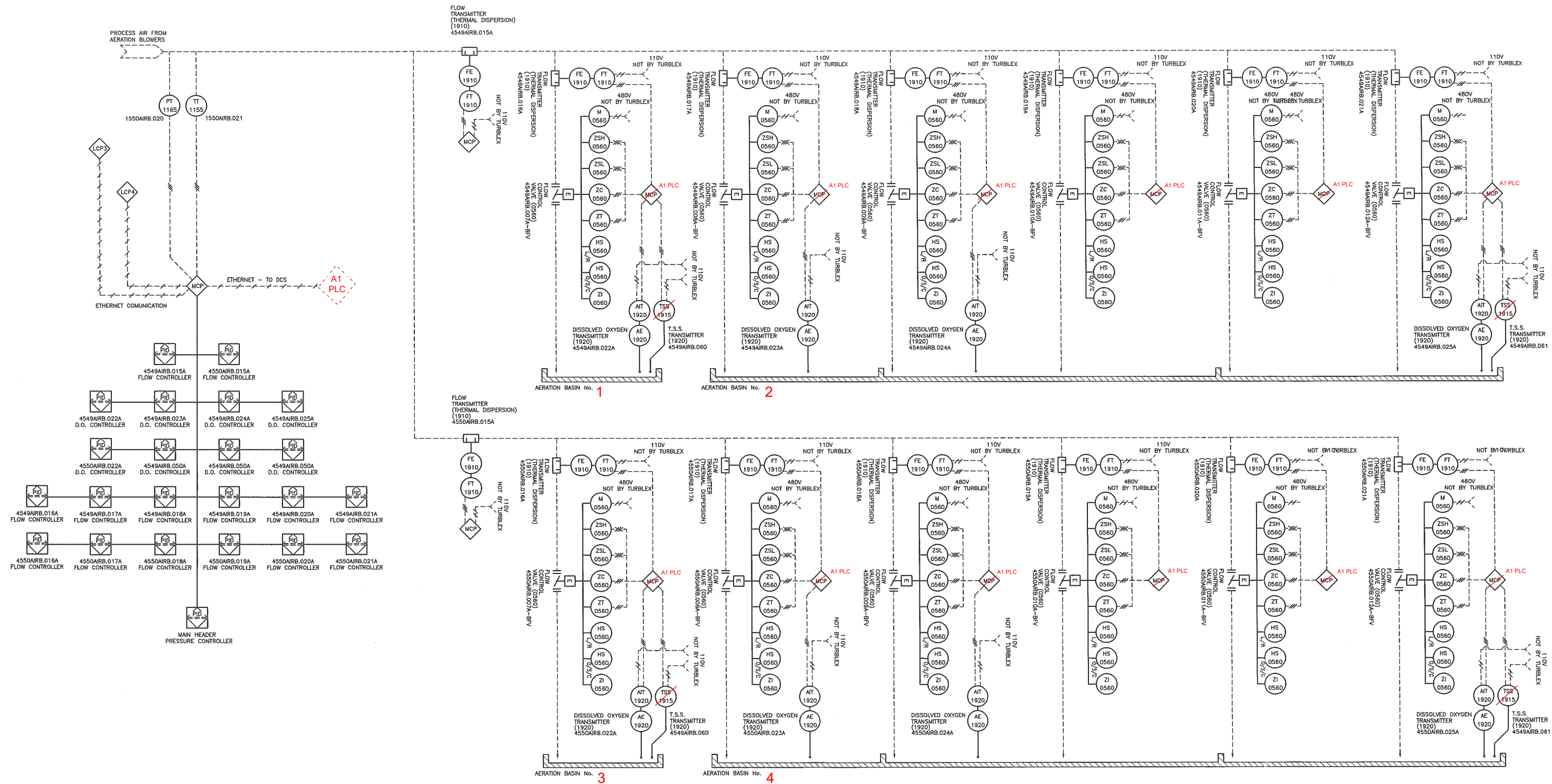
Site: Victor Valley
Client: Victor Valley
ID: 2025-07-28_174748-684

Sign: _____

HV-TURBO
Environmental Compressor
KA22SV-GL225

Curves valid for nominal conditions:
Inlet Pressure: 13.350psia
Inlet Temperature: 20.00F
Relative Humidity: 70. %

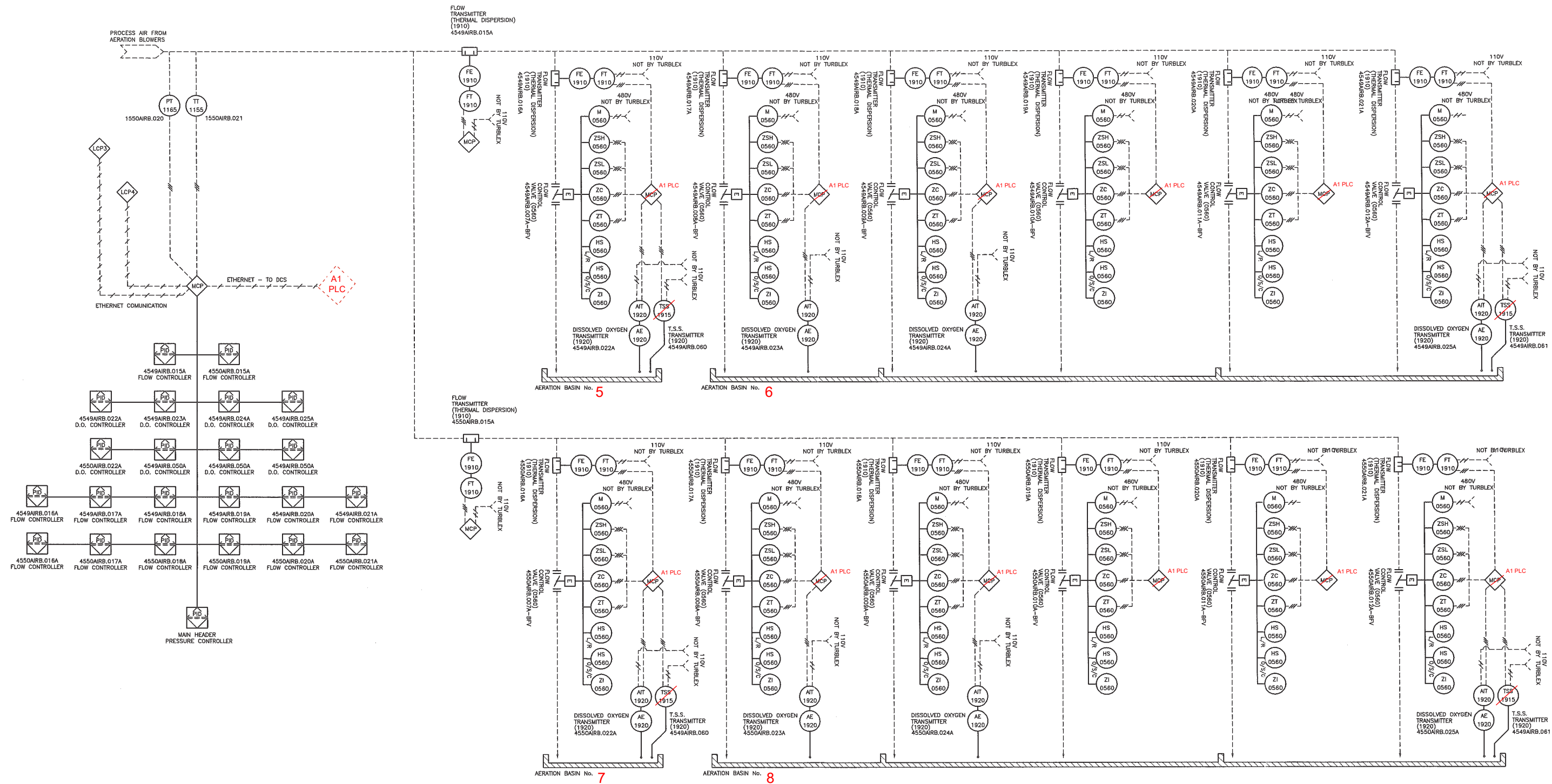




AS BUILT

A	07/29/08	RJE	AS BUILT
REV	DATE	BY	DESCRIPTION
TURBLEX			
TITLE: PROCESS & INSTRUMENTATION			
CUSTOMER: VICTOR VALLEY RWWRF 18MGD EXPANSION			
STD/REV:	CHECKED BY:		
DRAWN BY: EBS	APPROVED BY: <i>BWP</i>		
DATE: 09/07/05	SCALE: NTS		
DRAWING NO.	3081T-PD02B02		

ITEM D



A1----- REMOTE I/O PANEL (EXISTING)

 MCP — MASTER CONTROL PANEL

PLC FUNCTION

 LOCAL CONTROL PANEL

BY TURBLEX

NOT BY TURBLEY

 ETHERNETELECTRICAL POWER ~~///~~ELECTRICAL-DIGITAL ~~_____~~ELECTRICAL-ANALOG ~~///~~

AS BUILT

A	07/29/08	RJE	AS BUILT
REV	DATE	BY	DESCRIPTION
TURBLEX			
TITLE:		PROCESS & INSTRUMENTATION	
CUSTOMER:		VICTOR VALLEY RWWRF 18MGD EXPANSION	
STD/REV:		CHECKED BY: <i>BLM</i>	
DRAWN BY: EBS		APPROVED BY: <i>BLM</i>	
DATE: 09/07/05		SCALE: NTS	
DRAWING NO.		3081T-PD02B02	

1. DEFINITIONS

Buyer: means the purchaser, whose name is set out in Howden's quote or as shown in Howden's acceptance of the Buyer's order.

Contract: means the agreement arising as a result of the Buyer's acceptance of Howden's quote, or Howden's acceptance of the Buyer's order, incorporating these terms and conditions.

Contract Price: means the total sum payable as specified in the Contract.

Direct Costs: means such direct costs borne and incurred by Howden associated with the Contract up to and including the date of suspension and/or termination, including but not limited to manufacturing costs, salaries, third party supplier costs and reasonable overhead and profit margin.

Goods: means the equipment, parts or materials as specified in the Contract.

Howden: means the Howden business unit, which bids for, or accepts an order from the Buyer.

Services: means, as set forth in the Contract: (i) Construction Services: the supply of equipment, subcontracted craft labor supplied by and under the direct supervision of Howden, including on-site technical support in a variety of applicable trades and disciplines, to accomplish equipment installation and maintenance service; and/or (ii) Technical Services: supervisory and/or on-site technical support services supplied by Howden.

2. GENERAL

- 2.1** The Contract shall be subject to these terms and conditions as stated in or referred to in Howden's quote/proposal. Acceptance is made expressly subject to and conditioned upon acceptance of these North American Standard Terms and Conditions for Goods and Services. Any conflicting or additional terms submitted by Buyer in any request for quote, inquiry, purchase order or other contract document are expressly objected to without the need of any further notice of objection and they shall not, under any circumstances, be binding upon Howden unless expressly accepted in writing by Howden. In the event of any conflict with Buyer's order terms, these terms shall in all cases prevail. Acceptance shall not be delayed due to additions, minor omissions or defects that do not materially affect the use of the Goods.

3. PERFORMANCE

- 3.1** Any figures quoted by Howden for performance are based on Howden's experience and are such as Howden expects to attain on test. Howden will accept no liability for failure to attain any such figures unless Howden has specifically guaranteed them, subject to any tolerances specified or agreed to by Howden. If Howden specifically agrees in writing to guarantee performance, Howden is only responsible for proven performance deficiencies after Howden has been given notice and a reasonable opportunity to correct the deficiencies, and only if, and to the extent, Howden has agreed in writing to a liquidated damage clause which shall not in any event result in Howden incurring liability in excess of the Contract Price.

4. INSPECTIONS AND TESTS

- 4.1** Howden products are carefully inspected and where practicable, subject to Howden's standard tests before dispatch. If tests other than those specified in Howden's quote or tests in the presence of the Buyer or the Buyer's representative are required, these will be at additional cost to the Buyer. In the event the Buyer delays in carrying out any inspection or attending such tests after being given at least forty-eight (48) hours' notice that Howden is ready to test, the inspection or tests will proceed in the Buyer's absence and shall be deemed to have been made in the Buyer's presence and the results accepted by the Buyer.

5. DELIVERY

- 5.1** Unless otherwise agreed, delivery shall be Ex-Works in accordance with Incoterms 2020, and partial deliveries shall be acceptable to the Buyer.
- 5.2** In the event that Howden is unable to achieve the agreed Incoterms for reasons attributable to the Buyer within fourteen (14) days from notification of Goods readiness, Howden shall be entitled to invoice the Buyer and receive payment. Furthermore, after this fourteen (14) day period, storage costs will be chargeable to the Buyer in accordance with Section 6.1.

6. STORAGE

- 6.1** If the Buyer, for reasons not attributable to or beyond the control of Howden, is unable to: (i) take delivery of the Goods; (ii) arrange storage; or (iii) where applicable, give Howden its forwarding instructions to enable the dispatch of the Goods within fourteen (14) days from notification of Goods readiness, Howden may provide for storage of the Goods or arrange warehousing on the Buyer's behalf, in each instance at the Buyer's risk and cost. All such charges shall be due and payable by the Buyer on receipt of a simple receipt from Howden or the warehouse keeper as evidence of such storage or warehousing.

7. TITLE AND RISK

- 7.1** Legal and beneficial ownership (title) of the Goods shall remain vested in Howden until full payment of the Contract Price has been made by the Buyer.
- 7.2** The Goods will be at the Buyer's risk from the date of delivery, or if delivery is delayed by the Buyer for any reason, risk will transfer to the Buyer from the date that delivery should have taken place.

8. SUBCONTRACTING

- 8.1** At its option, Howden may arrange for the manufacture of proprietary and subcontracted Goods and/or assembly, testing or any site related Services to be carried out by Howden (Howden manufacturing facilities operate Quality Management Systems compliant with EN ISO 9001), and/or Howden's choice of approved subcontractor. Any assignment by Buyer of the Contract without the express written permission of Howden shall be null and void.

9. TERMS OF PAYMENT

- 9.1** Unless otherwise agreed, payment shall be made within thirty (30) days from the date of Howden's invoice by electronic funds transfer (EFT) or automated clearing house (ACH) transaction.

- 9.2** Should any payment fall into arrears, Howden is entitled to postpone or cancel performance of the Contract wholly or in part and to be paid immediately for performance of the Contract to date (without obligation for liquidated damages, if applicable, incurred due to such termination).
- 9.3** Howden reserves the right to charge late fees at the lesser of the rate of 1.5% per month (18% per annum) or the maximum amount permitted by law, and require Buyer to pay all of Howden's collection costs.
- 9.4** No claim by the Buyer under warranty or otherwise shall entitle the Buyer to any deduction, retention or withholding of any part of the Contract Price. The terms of payment must be adhered to and any such claims handled separately.
- 9.5** For milestone payments required under this Contract, Howden may invoice on the original milestone completion date if the milestone is not met due to Buyer's fault, untimely response or unreasonable delay. In the event that Buyer seeks to modify the Contract, Buyer agrees to make payments in accordance with the original contract terms until such time as modification is mutually agreed upon. Howden only waives claims for payment to the extent that such payments have been received by Howden. If, in Howden's reasonable opinion, Buyer's financial condition may jeopardize full or timely payment, Howden may: (i) require full or partial payment as a condition to commencing or continuing its performance (including in advance of any shipment); or (ii) recover Goods from the carrier, if shipment has been made.
- 9.6** Buyer shall be responsible for all sales, use, value added and similar taxes ("Sales Taxes") required on the Goods and Services, which shall be in addition to the consideration payable for such Goods and Services. If Howden invoices Buyer for such Sales Taxes, then Buyer shall pay such amounts to Howden concurrent with the payment of the consideration upon which such Sales Taxes are calculated. If Howden does not invoice Buyer for such Sales Taxes, Buyer shall report and remit such Sales Taxes directly to the appropriate taxing authority within the time period required by law and shall provide evidence of such remittance to Howden upon request. Buyer shall be responsible for all import, export, customs duties, fees and similar charges ("Duties") in respect of the Goods and Services, and if Howden is required to pay any amount of Duties in respect of the Goods and Services, then Buyer shall reimburse Howden for such amount upon request.
- 9.7** Howden reserves the right to adjust the Contract Price if Howden incurs extra costs due to changes or delays caused by Buyer. If, during the performance of this Contract, the price of raw materials significantly increases through no fault of Howden, the price of the Goods shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any raw material increase in price exceeding 5% experienced by Howden from the date of the Contract. Where the delivery of Goods is delayed through no fault of Howden, as a result of the shortage or unavailability of raw materials, Howden shall not be liable for any additional costs or damages associated with such delay(s). If a supplier increases the price of its equipment incorporated into the Goods during production, Buyer acknowledges that Howden may increase the price of the Goods accordingly. Such price increases shall be documented through quotes, invoices, or receipts.

10. CONTRACT CHANGES

- 10.1** In the event of a change to the Contract ("CO") resulting in an extension to the delivery date(s) which will impact Howden's invoice schedule, Howden reserve the right to invoice the Buyer for the original Contract Price in accordance with the most recent project plan, prior to the CO. Previous invoice milestones will be adjusted pro-rata and invoiced upon Howden's acceptance of the CO. Howden shall be entitled to an equitable adjustment for any increased cost and an adequate extension of time required by Howden to complete the Contract in accordance with any CO.
- 10.2** If Howden deems it necessary to vary any aspect of the Goods and/or the Contract due to an unforeseen change in any applicable law, local regulation or standard becoming effective or taking place after conclusion of the Contract, Howden shall inform the Buyer in writing defining explicitly the changes deemed necessary. In this case, Howden shall be entitled to an equitable adjustment for any increased cost and an adequate extension of time required by Howden to complete the Contract in accordance with any applicable law, local regulation or standard.

11. LIABILITY FOR DELAY

- 11.1** Any lead times quoted by Howden shall run from Howden's acceptance of the Buyer's order and/or on Howden's receipt of all necessary information to enable Howden to commence work under the Contract, whichever is later, and shall be subject to continued and timely performance from the Buyer.
- 11.2** Should Howden agree in the Contract to pay Buyer any liquidated damages, such liquidated damages shall be the Buyer's sole and exclusive remedy in the event of Howden's delay.
- 11.3** If Howden is delayed in its performance of the Contract solely attributable to the fault of the Buyer, the Buyer's agent and/or other contractors, Howden is entitled to receive payment at the time Howden was originally scheduled to be paid notwithstanding the delay. Shipments held beyond the scheduled date at the request or fault of Buyer may be billed immediately to Buyer including reasonable expenses incident to such delay, and Buyer shall assume the risk of loss thereof.

12. SERVICES

12.1 Technical Services. The following provisions shall apply where the Contract includes Technical Services:

- (i) Buyer shall be responsible for furnishing all fully qualified labor, equipment, materials, tools and supplies for implementation of such Technical Services required at site as specified in the Contract.
- (ii) Howden's sole responsibility in providing Technical Services shall be to provide suitably qualified supervisor(s) who shall give the Buyer the benefit of their technical expertise with the Goods or similar installations and who shall advise the Buyer's personnel as to the installation in an efficient manner. It shall be the Buyer's sole responsibility to carry out installation and to achieve the desired work schedules, timescales and quality of workmanship for installation using appropriately qualified workmen in sufficient numbers to achieve the task.
- (iii) Howden shall not be responsible for any overruns in the installation and the Buyer shall not be entitled to instruct Howden's supervisor(s) to undertake any work in addition to supervision, whether or not necessary to achieve such installation.
- (iv) If, due to any overruns in the timescales for installation, Howden is required to keep its supervisor(s) on site for longer than anticipated, Howden shall be entitled to charge for the further site attendance at Howden's standard daily rate.

- (v) If the Technical Services work is suspended by the Buyer or for any reason beyond Howden's control for more than two (2) working days, Howden shall be entitled to withdraw its supervisor(s) from site. If the Buyer requires Howden's attendance on site thereafter, the Buyer will pay the supervisor(s) return travel fares (business class) and any other reasonable costs Howden incurs due to the withdrawal from, and the return to, the site.

12.2 Construction Services. The following provisions shall apply where the Contract includes Construction Services:

- (i) Howden shall provide specialized and trained subcontractor craft labor to perform the Construction Services work under the direct supervision and management of Howden.
- (ii) Fixed price or time and material contracts are quoted separately based on a specific individual statements of work.

13. ALL SERVICES

- 13.1** Unless specified in the Contract, Howden is only the supplier of the Goods and shall have no responsibility for the assembly and installation of Goods.
- 13.2** For all Services provided by Howden, Buyer agrees to the following: (i) where the site is offshore or otherwise inaccessible or is located overseas, provide all necessary transportation facilities to and from site; and (ii) obtain all necessary statutory and other consents, approvals, licences and permissions for Services, for the work to proceed, and for Howden personnel to travel to and from the site.
- 13.3** The Buyer shall indemnify Howden against any loss, damage or injury including death suffered by the person or property of Howden, its subcontractor, the Buyer, or respective personnel or any third party and against any claims, liability, costs or expenses associated therewith or arising out of the Buyer's performance of Services or the Buyer's failure to perform or otherwise, except as expressly provided under Section 17.1, including, but not limited to, that which was caused by faulty lifting tackle, scaffolding, equipment and/or other facilities provided by the Buyer.
- 13.4** Howden's on site personnel, subcontractors and/or representatives shall be given unobstructed access to the site and the work. If there are delays caused by anyone other than Howden, the time and expense of the same shall be charged to the Buyer.
- 13.5** Howden is an independent contractor and is not responsible for any oversight for completion of the Services, or for the property or employees of the Buyer or others, including, without limitation, matters such as health and safety, or security.
- 13.6** Howden shall comply with applicable Canadian, U.S. and/or provincial/territorial/state/local statutes, acts, ordinances, regulations, codes, and laws that apply to Howden's performance of the Services. Howden shall comply with job/site requirements as mutually agreed upon by the parties. Buyer shall advise Howden's personnel in advance of all known and/or suspected hazardous/unsafe conditions and risks that may be encountered while on-site, including proper Material Safety Data Sheets (MSDS). Howden's personnel shall not be required to take any action, or to enter or remain in any area where he/she reasonably determines that it would be unsafe. In such instance, Howden shall be excused from site attendance and the event will be considered a Force Majeure.
- 13.7** Any associated Goods shall be considered accepted at the earlier of: (i) when Services is complete and the Goods have completed such tests as are specified in the Contract or otherwise are to Howden's reasonable satisfaction; and (ii) forty five (45) days after the Goods have been delivered by Howden, although not installed or successfully commissioned or tested due to reasons attributable to the Buyer or to industrial action or anything beyond Howden's reasonable control.

14. SUSPENSION

- 14.1** The Buyer shall have the right to suspend the Contract. If the suspension period should exceed thirty (30) days, Howden has the right to consider the Contract terminated for convenience and be compensated in accordance with Section 15.1. Upon resumption of performance, Howden shall have the right to equitable relief as necessary in accordance with Section 10.

15. TERMINATION

- 15.1** Buyer may terminate this Contract, in whole or in part, upon at least seven (7) calendar days advanced written notice to Howden. In the event of termination for Buyer's convenience, Howden shall be reimbursed for the reasonable Direct Costs incurred by Howden in performing the Contract until termination and for its costs in effecting such termination notwithstanding any other provision of the Contract. Any Goods or Services sold by Howden that are incomplete shall be deemed to be sold "AS IS," and "WITHOUT WARRANTY OR GUARANTEE OF ANY KIND."
- 15.2** If Howden fails to cure a material breach within a reasonable time after receipt of notice of breach from Buyer, and on Howden's acceptance of such breach, Buyer shall have the right, at its option, to terminate the Contract upon payment to Howden for work performed until the time of termination.
- 15.3** Howden may cancel this Contract, in whole or in part, at any time if: (i) Buyer suspends work or delays delivery in accordance with Section 14.1 beyond 45 days without it being mutually agreed upon in advance; (ii) Buyer breaches any material term of this Contract; and/or (3) Buyer files bankruptcy or otherwise fails to either make full and timely payments, meet its obligations, or provide further assurances.

16. WARRANTY

- 16.1** Howden warrants that: (i) any Goods provided hereunder will be of good material and workmanship; (ii) any Services provided by Howden shall be performed by competent and qualified personnel in a professional and workmanlike manner in accordance with generally established industry standards; and (iii) the Goods and/or Services supplied by Howden hereunder will conform to any applicable technical specifications and/or drawings that have been agreed upon between the parties as set forth in the Contract.
- 16.2** In the event that defects appear in the Goods under proper use, Buyer's sole and exclusive remedy thereof shall be that Howden will repair or replace such Goods at Howden's option and cost (but not including transportation, removal, reinstallation, and decontamination) within the warranty period set forth in the Contract. Unless otherwise expressly agreed, the warranty for Goods shall be whichever period expires earlier: (i) twelve (12) months from first operation of any such Goods; or (ii) eighteen (18) months from Howden's delivery date (at the applicable Incoterms point of delivery quoted by Howden).

- 16.3** Howden's warranty on Services performed by Howden will be in effect: (i) until ninety (90) days after the date of performance of any Technical Services; and (ii) one year after the date of performance of any Construction Services. The Buyer's sole and exclusive remedy for breach thereof shall be the re-performance of such Services by Howden.
- 16.4** Howden's warranty shall exclude liability for defects arising from: (i) installation, commissioning and/or operation, not in accordance with Howden's O&M manual or good industry practice; (ii) use of unapproved spares, unauthorized modification or alteration of the Goods; (iii) normal wear and tear; (iv) the failure of Buyer and/or the end-user to provide adequate storage; or (v) use of the equipment otherwise than in accordance with the agreed operational parameters (including composition, pressure and temperature of the feed gas). No part shall be deemed defective by reason of its failure to resist fouling and the action of erosive or corrosive gases.
- 16.5** Any warranty repair or replacement of Goods or re-performance of Services shall be warranted by Howden for the remainder of the original warranty period. No "evergreen" or "in-place" warranty is being provided.
- 16.6** Howden shall have the sole right to specify the manner and timeframe for such repair/replacement/ re-performance. Defective/non-conforming parts(s)/Goods must be returned to Howden free of all contaminants and, in the event of replacement, will become the property of Howden unless Howden instructs otherwise. If Howden opts to perform any warranty obligations in-place, Buyer shall, without cost to Howden, during a specified time period agreed upon by the parties, provide access by disassembling, removing, replacing, and reinstalling any equipment, structures, or other obstructions to the extent necessary to permit Howden to perform its warranty obligations.
- 16.7** **THERE ARE NO WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OR REMEDIES THAT EXTEND BEYOND THESE TERMS AND CONDITIONS. ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OR REMEDIES EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE (INCLUDING ANY CONDITION OR WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE) NOT EXPRESSLY SET FORTH HEREIN, ARE FULLY DISCLAIMED AND EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. HOWDEN'S WARRANTIES DO NOT COVER ANY GOODS OR SERVICES THAT HAVE BEEN ALTERED OR SUBJECTED TO ACCIDENT OR IMPROPER STORAGE, INSTALLATION, ASSEMBLY, COMMISSIONING, MAINTENANCE, USE OR APPLICATION. HOWDEN DOES NOT WARRANT THAT THE GOODS WILL RESIST THE ACTION OF EROSION OR CORROSIVE GASES, LIQUIDS, OR SOLIDS, OR PRODUCE RESULTS IN COMPLIANCE WITH ANY LAWS, DECREES, OR OTHER STANDARDS.**
- 17. LIABILITY FOR ACCIDENTS AND DAMAGE**
- 17.1** Howden will indemnify Buyer from non-nuclear claims brought by third parties against Buyer for (i) bodily injury (including death) and (ii) property damage, each only to the extent directly caused by the Gross Negligence of Howden, Howden's subcontractors or agents while working on site, but not otherwise by making good such damage to property or compensating personal injury.
- 18. INSURANCE**
- 18.1** Howden shall maintain the following insurance coverage: (1) Commercial General Liability with limits of \$1,000,000 combined single limit occurrence for Bodily Injury, Physical Property Damage of third party property, and Contractual Liability coverage, subject to an annual aggregate of \$2,000,000; (2) Automobile Liability – Bodily Injury/Physical Property Damage in the amount of \$1,000,000 combined single limit each occurrence; and (3) Workers Compensation Insurance – statutory, as to Howden's employees. If requested, Howden will provide an ACORD form of certificate confirming such coverage. Howden's provision of a certificate of insurance in accordance with Buyer's site requirements does not constitute Howden's acceptance of Buyer's terms of purchase. Howden shall have no other or further obligations related to insurance or coverage.
- 19. LIMITATION OF LIABILITY AND EXCLUSION OF CONSEQUENTIAL DAMAGES**
- 19.1** Notwithstanding anything to the contrary contained herein or elsewhere in the Contract and save to the extent this limitation is prohibited by law:
- (i) Howden's total liability pursuant to this Contract whether by way of indemnity, for breach of Contract, warranty or guarantee obligations or by reason of any tort, statute or otherwise shall in no event exceed the Contract Price.
 - (ii) Howden shall not be liable to Buyer, end-user or any third party, for any indirect, punitive or consequential damages of any kind or nature whatsoever, or for loss of profits/revenue or loss of production, regardless of whether such damages are based upon Contract, tort, strict liability in tort, negligence or indemnity.
- This Section shall survive any termination, default, cancellation or any other discontinuance of this Contract.
- 19.2** Any duty to indemnify under these terms and conditions/the Contract is conditioned upon Buyer: (i) making no statement prejudicial to Howden; (ii) providing prompt and detailed notice to Howden of any such claim; (iii) tendering the defense/settlement to Howden with sole control over the same; and (iv) providing full cooperation, authority, and assistance to Howden.
- 19.3** Buyer's rights and remedies shall be deemed sole and exclusive and in place of those at law and equity. The exclusions and limitations set forth in these terms and conditions shall control at all times and survive any breach or termination of the Contract. If any provision of these terms and conditions of this Contract or part thereof shall be held by judicial determination to be invalid or unenforceable they shall be severed from this Contract and the valid or enforceable parts of these terms and conditions shall continue in full force and effect.
- 20. NO HAZARDOUS SUBSTANCES**
- 20.1** Howden warrants to the Buyer that no Hazardous Substance will be used or is contained in the manufacture and supply of the Goods. For the purpose of this Section 20.1, a "Hazardous Substance" means asbestos or any material containing asbestos that is capable of causing harm to the natural and man-made environment including all or any of the following media: air (including air within buildings and other natural or man-made structures above or below the ground), water, land, and any ecological systems and living organisms (including man) supported by those media, and in the case of people, this includes offense caused to any of their senses or harm to their property.
- 21. INTELLECTUAL PROPERTY**
- 21.1** Howden will indemnify the Buyer against any claim for infringement of copyright, patent, registered design or trade mark (published at the date of the Contract) by the use or sale of any Goods supplied by Howden to the Buyer and against all

costs and damages which the Buyer may incur in any action for such infringement or for which the Buyer may become liable in any such action. This indemnity shall not apply to any infringement which is due to: (i) Howden having followed a design, process or instruction furnished or given by the Buyer; (ii) the use of such article or material in a manner, or for a purpose, or in a country, not specified or disclosed to Howden; or (iii) the use of such article or material in association or combination with any other article or material not supplied by Howden. This indemnity is conditional on the Buyer giving Howden the earliest possible notice in writing of any claim being made or action threatened or brought against the Buyer and on the Buyer permitting Howden, at its own expense, to conduct any litigation that may ensue and all negotiations for a settlement of the claim. The Buyer warrants that any design or instruction furnished or given by the Buyer shall not cause Howden to infringe any copyright, letters patent, registered design or trademark in the execution of the Contract. If as a result of any such claim of infringement, the continued use of the Goods for the purpose intended is enjoined by any court of competent jurisdiction, Howden shall, at its option and expense: (i) procure for Buyer the right to continue using such Goods; (ii) replace or modify the Goods so that the Goods become non-infringing; or (iii) refund the purchase price of the infringing Goods. The foregoing is the sole remedy of Howden with respect to infringement.

- 21.2** All patents, copyright and other intellectual property rights in or relating to the Goods or their design or the specifications, drawings, manuals or information prepared or supplied by Howden, or which arise under or in the course of Howden's performance of the Contract, are, shall be and shall remain Howden's absolute property and shall not be used or reproduced without Howden's consent in writing. Howden shall grant the Buyer a royalty free licence to use such intellectual property rights for the sole purpose of operating and maintaining the Goods. Notwithstanding any other provisions or requirements of this Contract, except as set forth in this Section 21.1, no intellectual property or proprietary information is being sold, granted, transferred, licensed, or assigned; there are no works-made-for-hire or unrestricted use (any government rights shall be "limited rights"). Buyer shall not reverse engineer or otherwise attempt to re-create the Goods/Services.

22. CONFIDENTIALITY

- 22.1** Any specifications, drawings, manuals, information or particulars supplied with Howden's quote or under the Contract are supplied by Howden in confidence. They shall not be used by the Buyer except for the purposes of the Contract and for the proper use of the Goods and shall not be disclosed by the Buyer to any third party (except the Buyer's employees having a need to know for the aforesaid purposes) for any other purpose whatsoever without Howden's prior written agreement. The foregoing shall not apply to information which is or becomes public knowledge without fault or failure by the Buyer or its employees.

23. EXPORT CONTROL

- 23.1** The Buyer agrees that it will not participate directly or indirectly in the sale, resale, export, transfer or disposal of Howden products or technology ("Products") to any entity, to the Russian Federation or to any other country in breach of applicable export control and sanctions laws including but not limited to those of the US, Canada or other countries (together "Export Control and Sanctions Rules") and the Buyer will not sell, resell, export, transfer, dispose or otherwise deal with the Products to any country, destination or person without first obtaining any required export licence or other governmental approval, and completing such formalities as may be required by Export Control and Sanctions Rules. The Buyer shall (i) undertake its best efforts to ensure that the purpose of this clause is not frustrated by any third parties further down the commercial chain, including by possible resellers and (ii) set-up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including possible resellers, that would frustrate the purpose of this clause. The Buyer shall immediately inform Howden about any problems in complying with this clause or applying obligations (i) and (ii) detailed above, including any relevant activities by third parties that could frustrate the purpose of this clause, and shall make available to Howden information concerning compliance stated herein within five (5) business days of the request of such information. The Buyer shall not put the Products in their entirety or in part to any use in connection with any prohibited or illicit end use including, but not limited to, use in nuclear, chemical or biological weapons, rocket, or missile applications. Upon Howden's request, the Buyer shall provide information in response to any reasonable request (including a written certification) regarding compliance with applicable laws, rules or regulations and/or in connection with any applications made by Howden to the authorities in connection with the export or supply of the Products. Failure by the Buyer to comply with the terms of this clause shall constitute a material breach of the Contract and Howden shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of the Contract, and (ii) reimbursement of and indemnification for all fines, penalties, costs, damages, claims, liabilities, losses, settlements, lawsuits, actions and expenses due to Buyer's violation of this clause. Howden reserve the right to refuse to enter into or to perform any order, to cancel any order, or to void any warranty concerning the Products, if Howden determines, at its sole discretion, that the entry into such order or the performance of the transaction to which such order relates would be unlawful or be at risk of prohibition by any Export Control and Sanctions Rules. Howden shall be excused from performance, and not be liable for damages or costs of any kind including, but not limited to, liquidated damages and/or penalties for late delivery, for failure to deliver or delay in delivering the Products, or for delay or refusal to repair or replace under any warranty, resulting from Howden's exercise of its rights pursuant to this clause.
- 23.2** **Buyer warrants that it or any ultimate end user does not intend to use the Goods and/or Services in any atomic/nuclear installation or activity. If such use is intended, Buyer shall notify Howden before entering into any contract with Howden and shall agree to standard nuclear indemnity obligations related thereto. Any breach of this warranty shall release Howden from performance and any and all liabilities of any nature under the Contract and obligate Buyer to execute an amendment to the Contract incorporating such nuclear indemnity obligations prior to any performance by Howden.**

24. FORCE MAJEURE

- 24.1** Neither party shall be considered in default or in breach of its obligations under the Contract to the extent that performance of such obligations is prevented or delayed by any circumstances outside its reasonable control including, without limitation: strikes, lock-outs or other industrial disputes, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, embargoes, economic or trade sanctions, including any amendments to such embargoes and economic and trade sanctions, accidental breakdown of plant or machinery, fire, flood, storm, disease outbreak or epidemic and/or any resulting quarantine restrictions ("Force Majeure"). Either party shall be entitled to terminate the Contract if the Force Majeure situation continues, or it is obvious that it will continue, for more than one hundred and eighty (180) days without liability to the other party. Furthermore, should both parties agree that they want to continue the Contract when reasonably practicable to do so, notwithstanding the aforementioned 180 day period being reached, the parties will agree in good faith to renegotiate any necessary Contract amendment(s) to allow the Contract to continue

25. LAW AND JURISDICTION

- 25.1** The Contract shall in all respects operate and be governed by New York law if the Howden business's principal office is located in the US and Ontario if the Howden business's office is located in Canada.
- 25.2** The official language of this Agreement is English. It is the express wish of the parties that this Agreement and any related documents be drafted and executed in English. Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant soient rédigés et signés en anglais.
- 25.3** **If the Howden business's principal office is located in the United States:** All disputes arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration conducted in accordance with the rules and procedures of the American Arbitration Association and any award or adjudication rendered thereby shall be final, non-reviewable, non-appealable and binding upon the parties. The language to be used in the arbitral proceedings shall be the English language. The arbitration shall take place in the City of New York in the State of New York.
- If the Howden business's principal office is located in Canada:** All disputes arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration conducted in accordance with the Ontario Arbitration Act, S.O. 1991, c.17 and the rules and procedures of the Canadian Arbitration Association then in effect. The award or adjudication rendered by the Arbitrator shall be final and binding upon the parties, with no right of appeal. The language to be used in the arbitral proceedings shall be the English language. The arbitration shall take place in the City of Toronto in the Province of Ontario.
- 25.4** The Uniform Law on the International Sale of Goods shall not apply to any Contract arising from any order placed under these terms and conditions.

26. ENTIRE AGREEMENT

- 26.1** This Contract contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, contracts, commitments, and writings with respect thereto. There are no oral understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Contract

27. DATA PROTECTION

- 27.1** The personal data disclosed by a party under the course of the Contract does not belong to the recipient of such data. The data must be protected and shall not be disclosed to any third party, or altered, violated or used except for the purposes of the Contract. Either party may require the destruction of this data upon the end of the relationship between the parties. The parties undertake to comply with all applicable laws on the protection of personal data.

Howden USA Company Field Service Rates

Turblex – US dollars (USD)



**All intellectual property rights are reserved to HUSA and/or the respective owner(s) (if different).*

Services Provided: ☐ Inspections ☐ Maintenance ☐ Field Repairs ☐ Balancing ☐ Site Supervision ☐ Project Management ☐ Start Up ☐ Installation Supervision

A. Rates for service in Continental North America U.S. Dollars (USD):

Days	Field Service Technician		Engineering Personnel	
Monday thru Saturday (except holidays)	First 40 Hours	\$208/hour	First 40 Hours	\$307/hour
	Over 40 Hours	\$312/hour	Over 40 Hours	\$460/hour
Sunday, and locally recognized holidays	All Hours	\$416/hour	All Hours	\$614/hour

B. Rates for service outside Continental North America U.S. Dollars (USD):

Days	Field Service Technician		Engineering Personnel	
Monday thru Saturday (except holidays)	First 40 Hours	\$250/hour	First 40 Hours	\$317/hour
	Over 40 Hours	\$375/hour	Over 40 Hours	\$475/hour
Sunday, and locally recognized holidays.	All Hours	\$500/hour	All Hours	\$634/hour

C. Service and Travel Standards (USD)

1. The minimum time off for a person during any 24-hour period must be ten (10) consecutive hours.
2. Travel time, whether during first 40 hours or over 40 hours, will be invoiced at the Monday through Saturday Field Service Technician rates in Tables "A" & "B". Travel in Continental North America is invoiced actual travel time. Travel outside Continental North America is invoiced actual travel time. Actual travel time on holidays or to the jobsite on Sundays will be at the Field Service Technician Sunday and Holiday rate in Tables "A" & "B".
3. Standby time at job site, locally on call, training, or meetings will be invoiced as time worked and be based on Tables "A" & "B". Weekend waiting rate will be 8 hours per day invoiced at the Field Service Technician first 40-hour rate in Tables "A" & "B".
4. Rates apply from time and date of departure home base to time and date of return home base.
5. Minimum daily charge is eight (8) hours at "First 40 Hours" rate listed above in sections A and B.
6. When a project is expected to exceed 5 continuous weeks, then after 3 weeks the Buyer will allow an extended weekend leave or rotation of personnel. Travel fees shall be by Buyer.
7. Air travel on flight segments exceeding 12 hours will be business class and shall be paid by Buyer. Air travel on flight segments exceeding 4 hours will be premium economy and shall be paid by Buyer.
8. Payments shall be in U.S. funds unless otherwise agreed in writing.
9. Rates quoted are subject to adjustment without notice to conform to Seller's published rates in effect at the time service is performed.
10. Howden may offer a priority service when the relevant Howden personnel are available, for emergency or breakdown callouts. An additional 30% of the applicable labor rate will be charged where Howden personnel are requested and able to be mobilized within 24 hours of the request being received.

D. Expenses (USD)

1. Meals will be \$90/day per diem to be charged from the day of travel start to the day of travel end.
2. Lodging, incidental expenses, transportation to and from the city nearest the jobsite, plus local transportation will be invoiced at cost plus 10% administrative fee. Receipt(s) to be provided when any expense exceeds \$60.00.
3. Transportation to and from the city nearest the jobsite, plus local transportation will be charged at cost plus 10% administrative fee. The mileage allowance for personal car use will be current U.S. government rate per mile.
4. Tool usage, when required, will be charged at a rate of \$350 per trip.
5. Expenses for Airline travel shall be charged at cost Plus a 10% administrative fee (Administrative fee shall not exceed \$500).

E. Terms and Conditions

The sale of services by Howden Roots LLC ("Seller") is subject to Seller's Terms for Sale of Goods and if such terms differ in any way from Buyer's order, or if such terms are construed as an acceptance or confirmation acting as an acceptance, then Seller's acceptance is expressly made conditional on Buyer's assent to any terms or conditions contained in Seller's terms that are different from or additional to those contained in Buyer's writing. Further, this quote shall be deemed notice of objection to such terms and conditions of Buyer. If this quote is construed as the offer, acceptance of same is expressly limited to the terms and conditions contained herein. In any event, Buyer's order of the services shall constitute and manifest Buyer's assent to Seller's Terms for Sale of Goods.



**All intellectual property rights are reserved to HUSA and/or the respective owner(s) (if different).*

KA Series

Technical Data Sheet

Product Type

Single-Stage Integrally-Geared Centrifugal Blower

Product Name

KA Series

Control Methodologies

Single point control uses variable diffuser vanes located at the discharge of the impeller, acting as an extension of the impeller blades. The variable pitch diffuser vanes modify the flow of air in the blower internals, allowing flow modulation from 100% to <45% capacity minimizing losses.

Dual Point Control™ uses inlet guide vanes and variable diffuser vanes, located on the discharge of the impeller, acting as an extension of the impeller blade. The variable pitch diffuser vanes modify the flow of air in the blower internals and independently manage the two variables of power consumption via several continuously monitored process and environmental variables. This control methodology maintains the base isentropic efficiency at or near its maximum relative value across a wider range of flow and inlet temperature conditions, and significantly increases blower stability, allowing for wider turndown without surge. The direction of rotation and shape of the vanes are such that the capacity of the machine can be varied from 100% to 45% with virtually no decrease of efficiency.

Uncompromised Efficiency

All parts are manufactured to minimize noise and vibration, maximize efficiency, and reduce power consumption through aerodynamic design and process variable control. Rather than throttling, like inlet valve or guide vanes,

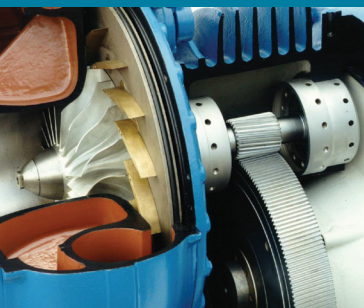


the variable diffusers actually alter the flow pattern of the air exiting the blower. Blower efficiency is not significantly affected, as the capacity is reduced. Our blowers are the industry's most successful high-speed blower with more than 40 years of design evolution, and more than 6,000 working installations.

Integrated Package

The KA Series is driven by an electric motor through a speed increasing gearbox. It is furnished as a complete unit with internal variable control vanes, integral speed increasing gearbox, driver, lubrication system and intuitive controls. Packages are available in standard configuration with pre-designed options or custom configurations.

Geared Blower



Construction Material

Volute Casing
Close-grain cast iron

Gear Drive Housing
Close-grain cast iron
vertically split

Impeller
Forged hiduminium
aluminum alloy material
milled on 5-axis milling
machine

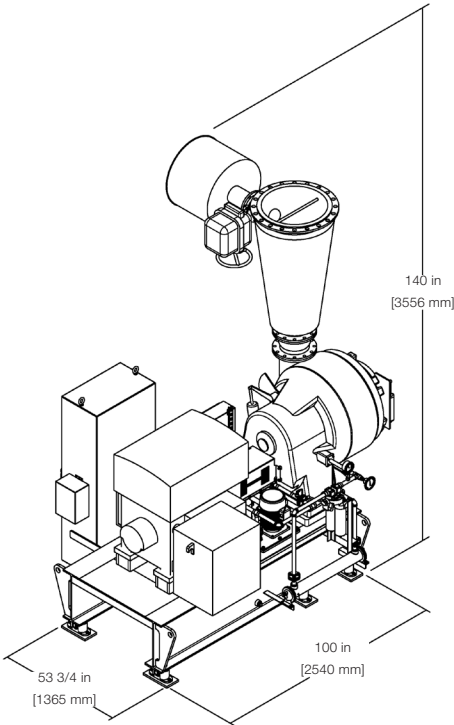
Internal Vanes
Die cast aluminum or
stainless steel

Bearings
Bronze journal bearings

Motor
Horizontal, constant
speed, WPII squirrel cage
induction

Baseplate
Fabricated structural
steel, integral welded box
fully self-supporting and
mounted on vibration iso-
lators

KA Series Technical Specification



Technical Parameters

Medium	Air
Design pressure range	0.275 to 2.068 bar(g) / 4 to 30 psi(g)
Design flow range	9,420 to 25,120 Nm ³ /hr / 6,000 to 16,000 scfm
Turndown range	100%-45%
Fast shaft operating speed range	7,000 to 17,000 rpm
Motor power rating	260 to 930 KW / 350 to 1,250 HP
Vibration	<3 mm/s / <0.118 in./sec
Discharge	Rotatable in 90 degree increments
Blow-off valve	Electrically operated
Impeller	Radial type with open and backward leaning blades
Air seals	Non-contact, multi-point and labyrinth type
Bearings	Bronze, journal
Motor	Two pole (3,600 rpm) or four pole (1,800 rpm)
Input power	460 volt, 60/50 Hz or higher
Control panel	Touch panel with integral PLC
Cooling	Air or water
Weight	5,222 kg / 14,000 lbs.
Distance b/t units	1,397 mm / 55 in. clearable 914 mm / 3 ft . on front of inlet