

Date: 6/1/26

Project Name: Victor Valley Slide Gate Replacement - CA

Representative: Vince Ramirez – Southwest Valve – 714-832-1090

Henry Pratt Company, LLC d/b/a Hydro Gate (“Hydro Gate” or “Seller”) is pleased to offer you (the “Buyer”) this Quotation for the Project.

Quantities and descriptions listed in this quotation were based on the following:
Emailed information only. 2 drawings. No specifications

The equipment we have quoted meets or exceeds the specifications with the following clarifications:

NOTE: We have received no addendums for this project.

Conditions of Sale:

1. If awarded to Hydro Gate, we will need to be supplied with a full set of plans and specifications.
2. Prices and lead times quoted are firm for acceptance within 30 days of the bid date and apply to this Quotation only, subject to attached Terms & Conditions. Prices do not include sales or use tax. If this Quote is not accepted within 30 days after bid, Hydro Gate reserves the right to re-quote and price escalation may be necessary.
3. The quoted price may be adjusted within the 30 days quote period for any unexpected cost increase, such as import tariffs.
4. Hydro Gate’s Standard Terms and Conditions of Sale and Limited Warranty apply to this quotation and are attached as Attachment A.
5. Please note these prices are based on receiving the entire order and Buyer’s acceptance of Hydro Gate’s Standard Terms and Conditions and Limited Warranty. Adjustments to item quantities or specifications or requested changes to Hydro Gate’s Standard Terms and Conditions or Limited Warranty may alter the pricing.
6. Prices do not include third party inspection services of gates and equipment unless it is specifically required by specifications that Hydro Gate be responsible for cost of these inspections.
7. Hydro Gate will provide digital copies of all relevant Operation and Maintenance manuals. Contact Hydro Gate should custom manuals be required.

8. Non-machined, submerged ferrous surfaces to be blast cleaned and painted with 2 shop coats of manufacturer's standard epoxy paint.
9. This quotation reflects our policy of sourcing raw materials in the most cost effective manner. Any requirement for specific U.S content shall require a revised quotation.
10. Prices do not include installation of gates and equipment or lubricants for stems, gear units and bearings.
11. Mastic, grout, gaskets and epoxy capsules for anchors not by Hydro Gate.
12. Upon placing an order with Hydro Gate, Buyer must ensure that the approval of equipment be provided to Hydro Gate within 30 days of receiving submittals. Failure to do so may result in an increase of price in relation to market fluctuation of raw material costs.
13. Submittal and Production Lead times are subject to change at the time of order.
14. Field service not included. If field service is needed, a charge of \$2,000.00 will be made for each trip, plus \$1,800.00 for each day including any holidays, weekends or other layovers made at the convenience of the contractor or engineer.
15. Please address all purchase orders to Henry Pratt Company, LLC 633 Chestnut Street - Suite 1200 Chattanooga, TN 37450
16. Purchase orders can be sent to HydroGateOrders@muellerwp.com.

Commercial Terms:

The delivery lead times are based on stock inventory at the time of quotation. Stock quantities and quoted delivery times must be re-evaluated and verified at time of order and/or time of release to manufacturing.

Freight:

F.O.B. shipping point, full freight allowed for standard shipments. Additional freight cost incurred to comply with Buyer's special requirements will be added to the invoice.

Field Service:

Hydro Gate will make every effort to provide a representative to meet your schedule, but due to conflicting requirements a request should be made no later than fourteen (14) days before a representative is required. Where previous commitments have been made, some flexibility in your schedule should be anticipated. All field service trips will require a written confirmation prior to arriving at the site.

Drawings:

Submittal drawing lead time is estimated to be 6 to 8 weeks after formal acceptance of your written purchase order.

Extended Warranty:

Seller's Limited Warranty is for a period of 24 months from shipment. An extended warranty may be purchased at the following rates:

- Add 2% of order value for a 36 month warranty
- Add 3% of order value for a 48 month warranty
- Add 5% of order value for a 60 month warranty

Quotation Number: 2606010

Item Number : 01
Location : Influent Channel
Designation : 2001HEAD.002-SG
Qty/Size : 01 – 45"x45"
Gate : Fabricated slide gate Model HG561 with type 304 stainless steel frame and slide, and stainless steel fasteners. Self-contained frame, polymer bearing bars in guide grooves and UHMW seals.
Mounting : Channel mounted with stainless steel anchor bolts.
Lift : Yoke mounted electric actuator for 460 Volt, 3-Phase, 60 hertz power, local electrical control station. Type 304 stainless steel stem and plastic stem cover with mylar position indicator.
Frame Height : 6.63' (from centerline)
Gate Ship : 14-16 weeks after drawing and credit approval.
Actuator Ship: TBD
Price Each : \$ _____

Item Number : 02
Location : Influent Channel
Designation : 2001HEAD.010, 2001HEAD.016-SG
Qty/Size : 02 – 36"x45"
Gate : Fabricated slide gate Model HG561 with type 304 stainless steel frame and slide, and stainless steel fasteners. Self-contained frame, polymer bearing bars in guide grooves and UHMW seals.
Mounting : Channel mounted with stainless steel anchor bolts.
Lift : Yoke mounted electric actuator for 460 Volt, 3-Phase, 60 hertz power, local electrical control station. Type 304 stainless steel stem and plastic stem cover with mylar position indicator.
Frame Height : 6.63' (from centerline)
Gate Ship : 14-16 weeks after drawing and credit approval.
Actuator Ship: TBD
Price Each : \$ _____

Total price for items listed above: \$

Thank you for your interest in our product. If any questions arise regarding this quotation, please contact Hydro Gate.



TERMS AND CONDITIONS OF SALE

1. **General.** These Terms & Conditions of Sale (these "Terms") apply to all sales of products, including products, equipment and parts, or services (together, "Products") sold by Henry Pratt Company, LLC ("Seller") to any buyer (the "Buyer") order, unless otherwise governed by a superseding executed agreement ("Agreement"), to the extent such Agreement conflicts with these Terms. Seller may change these Terms at any time and any such change will be effective when posted to Seller's website. These Terms may not be amended, supplemented, changed or modified, except by an authorized Seller representative. Seller's Order acknowledgement of Buyer's purchase order will not constitute acceptance of any terms and conditions contained therein, regardless of how such terms and conditions may be prefaced or described. These Terms supersede any prior written or oral agreement, representation or promise, and any pre-printed or standard terms and conditions contained in Buyer's request for quote, purchase order, invoice, or similar document.
2. **Orders.** Buyer's order (each, an "Order") takes place when Seller communicates its acceptance of such Order through Seller's website, facsimile, email, Order acknowledgment, or as provided in the Agreement. Once accepted by Seller, Buyer may cancel or change an Order only upon Seller's prior written consent, which may require a reasonable cancellation fee. Orders for Products that involve special material, special manufacture, engineering, or which are not normally inventoried by Seller ("Non-Catalog Products") will require payment of a reasonable cancellation charge payable by Buyer. The determination of Products considered to be Non-Catalog Products, along with the amount of the cancellation charge, shall be determined in Seller's sole discretion and will be provided to Buyer prior to the accepted cancellation of the Order. Certain third-party products, such as actuation, cannot be cancelled. Buyer may request modifications to its Order by a written change request. Seller may, in its sole discretion, accept or deny a written change request to an Order whereupon if it accepts, Seller will advise Buyer of any change to Product pricing or schedule, after which Buyer may issue a revised Order.
3. **Standard Prices.** The Product price is the then-current price in effect at the time of the Order. Seller reserves the right to change Product pricing at any time, even during the quote period, due to any costs incurred beyond its control, such as tariffs or other sub-tier cost changes. In addition, Seller may increase Product pricing if a shipment is delayed beyond the scheduled shipping date due to Purchaser's delay, and Seller may add to the Product pricing any applicable taxes or excises imposed by any governmental authority. Seller's Product pricing, unless otherwise agreed, does not include, and Seller is not responsible for, payment of any tax levied for sales, use, excise, value-added, goods and services, business (franchise or privilege) or any duties, charges or other such taxes.
4. **Non-Catalog Product Specialty Prices:** Section 3 is hereby qualified in that the Pratt® and Hydro Gate® specialty valve and gate Non-Catalog Product pricing is valid for Product shipped within one (1) year from the date of Order. If the Order does not have a scheduled release and shipment date within one (1) year from date of Order issuance, or the Product receives a release date beyond one (1) year, Seller will apply a price adjustment made in accordance with the percentage change in the Producer Price Index by Industry: Metal Valve Manufacturing (PCU33291-33291-Not Seasonally Adjusted). The primary official source of PPI data is the BLS Website. Price adjustments shall always use the latest version of the PPI data published at the time of shipment and will be determined by comparing base rate from the index at the time of Order to the rate on the date of the shipment and determining the positive percentage change between those two dates. This percentage change will be applied to increase the Product purchase price. In addition, Seller reserves the right to apply a storage price increase against the Product price if shipment is delayed beyond the scheduled shipping date due to Buyer's delay as follows: 2% per month for Product delayed 60 days from ship date, and 4% per month for Product delayed more than 60 days. If an Order does not ship after 120 days from the ship date, Seller may invoice Buyer for the full amount due including all storage fees.
5. **Delivery.** With the exception of Pratt® and Hydro Gate® specialty valve and gate Non-Catalog Products, which include uniquely quoted freight terms, all continental domestic U.S. Orders are shipped FOB Seller's premises, full freight allowed, for any net Product minimum Order value of \$15,000 or greater for all other Products; a 3% fee will be applied to any net Order value below these minimums at the time of invoicing. Buyer has 48 hours to add more Product to any accepted Order for the purpose of meeting the minimum value for full freight allowance. Delivery terms for international or non-contiguous U.S. Orders are Ex Works (EXW) Seller's premises unless it meets or exceeds the foregoing domestic net Order values necessary for full freight allowed, in which case international Buyers will receive delivery terms of EXW Buyer's U.S. port or designated freight forwarder. An Order that specifies a future shipping date will be shipped on or near the date specified. Any requested change to the shipping date must be made at least 30 days prior to the specified shipping date. In the event Buyer requests a delay or suspension in completion and/or shipment of the Products or any part thereof for any reason, any cost and/or scheduling impact of such delay and all such costs will be assessed to Buyer's account. Any delay period beyond 30 days after the original scheduled shipment date will require Buyer to take title and risk of loss of Products and make arrangements for storage at its cost.
6. **Payment.** All invoices are due and payable net thirty (30) days from date of invoice. The invoice will be issued the date of Product shipment. Payment is not contingent on payment from or approval of any third party, and no retainage or portion of the amount due may be withheld. Failure to pay a valid invoice shall cause Buyer to pay all collection costs, attorney fees and expenses incurred in collecting payment, including interest on the amount due at the maximum legal rate. Any taxes and excises levied by any governmental or municipal authority involving the sale of transportation of Products must be borne by the Buyer. Depending on the value of the order, Seller may, at its sole discretion, require progress payments. If Buyer's financial condition is or becomes unsatisfactory to Seller in Seller's sole discretion, Seller reserves the right to: (a) require payment from Buyer on a cash-in-advance basis; (b) require a letter of credit or other acceptable security before shipment; or (c) cancel shipment at any time prior to delivery of Products without further obligation or liability. All amounts that Buyer owes Seller under an Order will be due and payable according to the terms of the Order. Buyer may not set-off such amounts or any portion thereof, whether or not liquidated, against sums that Buyer asserts are due it or any of its affiliates under other transactions with Seller or any of its affiliates.
7. **Returns.** No Product returns will be accepted by Seller without Buyer first obtaining Seller's written consent. Unused standard catalog items, delivered as ordered, may be returned, with proper authorization, for credit. Non-Catalog Products or specially manufactured Products, delivered as ordered, may not be returned, unless Seller can reasonably locate an alternative purchaser. All authorized returns are subject to inspection to verify merchantability and will be assessed a minimum 20% restocking charge.
8. **Limited License.** For certain technology Products that include software embedded in the Product ("Firmware") Seller grants to Buyer a limited, non-exclusive, non-sublicensable, nontransferable, perpetual, irrevocable license to use and execute the Firmware for its internal business purposes in connection with such Product. Buyer shall not (and shall not permit a third party) to copy, in whole or in part, any Firmware, make error corrections or otherwise modify, decompile, decrypt, reverse engineer, disassemble or otherwise reduce all or any portion of any Firmware to human-readable form, or transfer, sublicense, rent, lease, distribute, sell, or create derivative works of any Firmware. Certain technology products are subject to Seller's Software as a Service Agreement, provided separately from these Terms. All rights not expressly provided to Buyer herein are expressly reserved by Seller.
9. **Force Majeure.** Seller will not be liable for delay in delivery due to causes beyond its reasonable control, including, but not limited to, acts of God,

acts of government, acts of Buyer, fires, labor disputes, boycotts, floods, pandemics, epidemics, quarantine restrictions, war, insurrection, terrorism, riot, civil or military authority, freight embargos, transportation shortages or delays, unusually severe weather, or inability to obtain necessary labor, materials or manufacturing facilities. In the event of a delay, the date of delivery will be extended for a length of time equal to the period of the delay.

10. **Insurance and Indemnity.** Buyer shall look exclusively to Buyer's insurer to recover for injuries or damage in the event of any loss or injury and Buyer releases and waives all right of recovery against Seller arising by way of subrogation. Buyer agrees to indemnify, hold harmless and defend Seller, including its affiliates, officers, employees, agents, subcontractors, suppliers and representatives, against any and all judgments, losses, damages, expenses, costs, including defense costs and legal fees, arising from any and all lawsuits, demands, or claims for personal injury, death, property damage, or other liability arising or claimed to arise from any act or omission of the Buyer or Seller in any way related to this Order or the purchased Products, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability, failure to comply with any applicable law, or other allegation of fault. To the extent the aforesaid obligation is prohibited by law, such obligation will automatically, to extent of such prohibition, be null and void and the remainder of such obligation will remain fully enforceable.
11. **Limitation of Liability.** The remedies set forth herein are exclusive, and the total liability of Seller, including its affiliates, officers, employees, agents, subcontractors, suppliers and representatives with respect to this Order or any breach thereof, whether based on contract warranty, tort, indemnity, strict liability or otherwise, will not exceed the Order price of the specific Products which gives rise to the claim. In all cases where Buyer claims damages allegedly arising out of defective or nonconforming Products, Buyer's exclusive remedies and Seller's sole liability will be those specifically provided for under the Warranty section of these Terms. IN NO EVENT, WHETHER ARISING BEFORE OR AFTER COMPLETION OF ITS OBLIGATIONS UNDER THE CONTRACT, WILL SELLER BE LIABLE FOR SPECIAL INDIRECT, CONSEQUENTIAL, INCIDENTAL, LIQUIDATED OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOSS OF USE, REVENUE OR PROFITS, INVENTORY OR USE CHARGES, COST OF CAPITAL OR CLAIMS OF CUSTOMERS) INCURRED BY BUYER OR ANY THIRD PARTY.
12. **Warranty.** Subject to the Limitation of Liability section in these Terms, Seller warrants that for the duration of the Warranty Period each Product will be free from defects in materials and workmanship under normal use, installation and service conditions, and that the media on which any software is furnished will be free of defects in materials and workmanship under normal use. Additional limitations and the "Warranty Period" for any Product will be as specified in the then-current applicable Limited Warranty statement available on Seller's website at <https://www.muellerwaterproducts.com/terms-conditions>.
13. **Non-Disclosure and Non-Use of Information.** Buyer and Seller agree that in connection with this Order and their relationship, each may share Confidential Information. The receiving party shall at all times keep in trust and confidence all such Confidential Information and shall not use such Confidential Information other than as expressly authorized by the disclosing party under this Order, nor shall the receiving party disclose any such Confidential Information to third parties without the disclosing party's written consent. Notwithstanding the above, Seller shall be authorized to disclose Buyer's Confidential Information to contractors or employees of Seller who have a business need to have access to such information.
14. **Trade Compliance.** Buyer must comply with all applicable import and export control laws and/or regulations, including without limitation those of the United States and/or other jurisdictions from which Products may be supplied or to which Products may be shipped. In no event will Buyer use, transfer, release, import, export or re-export Products in violation of such laws and/or regulations.
15. **Governing Law, Jurisdiction and Venue.** The laws of the State of Georgia (without giving effect to conflict of law rules) will govern the construction and enforcement of these Terms and any dispute between the parties. The United Nations Convention on Contracts for the International Sales of Goods will not apply to any Order. The parties agree to submit any disputes arising hereunder to the United States District Court for the Northern District of Georgia or any court of general jurisdiction in the State of Georgia and each party hereby submits to the jurisdiction of such courts and waives any objection that any such court is an inconvenient forum.
16. **Compliance with Laws/Ethical Practices.** Seller and Buyer agree to comply with all applicable laws, regulations, codes and standards, including but not limited to those of the United States and other jurisdictions where the parties conduct business. Additionally, Buyer has not and will not offer, promise authorize or make, directly or indirectly, any payments (in money or any other item of value), contributions or gifts to any non-U.S. government agency, department official or government owned or controlled entity in order to obtain or retain business, or secure any other Improper business advantage, which would violate the U.S. Foreign Corrupt Practices Act and/or any other applicable anti-bribery laws. In the event Seller has reason to believe that a breach of any of the covenants listed above has occurred or will occur, (a) Seller may withhold further delivery of Products to Buyer until such time as it has received confirmation to its satisfaction that no breach has occurred or will occur, and Seller will not be liable to the undersigned for any claim, losses or damages whatsoever related to its decision to withhold delivery under this provision, and (b) Seller will have the right to audit Buyer in order to satisfy itself that no breach has occurred, and Buyer will cooperate in such audit.
17. **Miscellaneous.** Buyer will not assign an Order or any portion thereof without Seller's written consent. No suit or cause of action or other proceeding will be brought against either party more than 1 year after accrual of the cause of action or 1 year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract or any other legal theory. Failure by Seller to assert all or any of its rights upon any breach of an Order will not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor will any waiver be implied from the acceptance of any payment of Product or service. No waiver of any right will extend to or affect any other right Seller may possess, nor will such waiver extend to any subsequent similar or dissimilar breach. If any portion of these Terms is determined to be illegal, invalid or unenforceable for any reason, then such provision will be deemed stricken for purposes of the dispute in question and all other provisions will remain in full force and effect.

LIMITED WARRANTY

2-Year Warranty

Henry Pratt Company, LLC ("Seller") warrants that each of its products branded PRATT or HYDRO GATE supplied hereunder is free from defects in materials and workmanship (the "Warranty") for a period of twenty-four (24) months from the date of shipment from Seller to Buyer (the "Warranty Period"). Seller agrees, at its sole option, and at Buyer's sole and exclusive remedy, to repair, replace, or refund the unit purchase price of any product which is non-conforming to the Warranty due to Seller's defective workmanship or defective material of which Warranty non-conformance Buyer notifies Seller in writing during the Warranty Period. Buyer shall give written notice within fifteen (15) calendar days of the discovery of any alleged Warranty non-conformance to Seller's Field Service Supervisor, and prior to any repair or replacement work being performed on the non-conforming product, in order to maintain this product Warranty (i.e., otherwise Buyer voids the Warranty). Seller shall have the right to inspect the product for which a Warranty claim is made. Buyer shall return the product to Seller upon Seller's request for such inspection. Buyer shall assume all responsibility and expense for removal, reinstallation, and shipping charges in connection with this Warranty. Seller's obligations hereunder are conditioned upon prompt written notice of the alleged defect from the Buyer.

This Warranty does not apply to products that have defects or failures resulting from (a) Buyer's design; (b) accident, disaster, neglect, abuse, misuse, improper handling, testing, storage or installation by any party other than Seller; (c) external forces, such as, but not limited to, acts of God or the elements, vandalism, accident, vehicular or other impact, societal disruption (for example, war, terrorism, riot, civil unrest), application of excessive torque to the operating mechanism, presence of foreign matter, or frost heave; (d) the products not being installed or maintained as required by Seller's instructions, common practice, and/or applicable laws; (e) the defect arises, in whole or part, because Buyer failed to follow Seller's instructions or local codes as to the storage, installation, commissioning, use or maintenance of the products; (f) Buyer makes any further use of such products after giving such notice and (g) unauthorized alterations, modifications or repairs by any party other than Seller. Seller does not warrant water-operated metallic cylinders against damage caused by corrosion, electrolysis or mineral deposits.

Seller will not be responsible for the Warranty unless: (i) Buyer gives prompt written notice of the alleged defect, reasonably described, to Seller from when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such products, and Buyer (if requested to do so by Seller) returns such products to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the products are defective.

THE REMEDIES SET FORTH IN THIS WARRANTY SHALL CONSTITUTE BUYER'S SOLE AND EXCLUSIVE REMEDY, AND SELLER'S SOLE AND EXCLUSIVE OBLIGATIONS, FOR A NON-CONFORMING PRODUCT UNDER THIS WARRANTY. THE WARRANTY IS IN LIEU OF, AND SELLER EXPRESSLY DISCLAIMS, AND BUYER EXPRESSLY WAIVES, ALL OTHER WARRANTIES WHATSOEVER WHETHER EXPRESS, IMPLIED, STATUTORY, ARISING BY COURSE OF DEALING OR PERFORMANCE OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR INFRINGEMENT OR MISAPPROPRIATION OF ANY RIGHT, TITLE OR INTEREST OF BUYER OR ANY THIRD PARTY, OR OTHERWISE. NO ORAL OR WRITTEN STATEMENT OR REPRESENTATION BY SELLER, ITS AGENTS OR EMPLOYEES SHALL CONSTITUTE OR CREATE A WARRANTY OR EXPAND THE SCOPE OF ANY WARRANTY HEREUNDER.

UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO BUYER OR TO ANY OTHER PERSON UNDER ANY CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHER LEGAL OR EQUITABLE CLAIM OR THEORY FOR ANY SPECIAL, INCIDENTAL, LIQUIDATED, CONSEQUENTIAL, OR INDIRECT DAMAGES, OR FOR ANY AND ALL OTHER DAMAGES, LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES WHETHER SUCH PARTY WAS INFORMED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. NOTWITHSTANDING THE FOREGOING OR ANY OTHER CLAIM OR OBLIGATION, SELLER'S MAXIMUM AGGREGATE OBLIGATION TO BUYER SHALL NOT EXCEED THE UNIT PURCHASE PRICE OF THE PRODUCT GIVING RISE TO THE WARRANTY CLAIM.

Products manufactured by a third party ("Third-Party Product") may constitute, contain, be contained in, be incorporated into, be attached to or packaged together with, the products. Third-Party Products are not covered by the Warranty. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY, AND SELLER EXPRESSLY DISCLAIMS ANY, WARRANTY OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF TITLE, OR AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; WHETHER ANY OF THE FOREGOING ARE (OR ARE BELIEVED TO BE) EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

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