



July 17, 2025

To: Virgin Island Water and Power  
Richmond Power Plant  
St. Croix VI

cc: H. Van – Evoqua/Xylem  
File – 32560 x5

Attention: Mr. Don Gregoire

**Subject: Virgin Island Water and Power, Richmond Power Plant  
316 Stainless Steel Traveling Water Screens Replacement  
Evoqua Water Technologies LLC Proposal No. 32560 x5**

Evoqua Water Technologies LLC is pleased to offer this Proposal on the subject project in response to your inquiry. Our Proposal details the equipment being offered and we trust it meets with your approval.

Should additional information be required, please do not hesitate to contact me at (423) 718-3243 (mobile), [david.clark@xylem.com](mailto:david.clark@xylem.com). Evoqua Water Technologies LLC also invites you to visit its web site at <http://www.evoqua.com>.

Should this proposal receive your favorable consideration, Evoqua Water Technologies LLC will work with you to reach a mutual agreement on the Terms and Conditions of Sale.

A signed Purchase Order along with mutually agreed upon Terms and Conditions must be in our possession before engineering and manufacturing of equipment begins. All purchase orders are to be addressed to Evoqua Water Technologies LLC, 2155 112<sup>th</sup> Ave., Holland, MI 49424.

If delivery is critical and/or if this proposal including our terms and conditions are acceptable as the basis of our agreement, then this proposal should be signed below by your authorized representative and attached to your signed Purchase Order.

Very truly yours,

David "Dean" Clark  
Regional Sales Manager  
Evoqua Water Technologies LLC

Accepted by:

Purchaser Name:	Evoqua Water Technologies LLC
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

# PROPOSAL

PROPOSAL NUMBER: 32560 x5

DATE: July 17, 2025

To: Virgin Island Water and Power  
Richmond Power Plant  
St. Croix VI

FROM: David "Dean" Clark  
Regional Sales Manager  
Evoqua Water Technologies LLC

Attention: Mr. Don Gregoire

**Subject: Virgin Island Water and Power, Richmond Power Plant  
316 Stainless Steel Traveling Water Screens Replacement  
Evoqua Water Technologies LLC Proposal No. 32560 x5**

Evoqua Water Technologies LLC proposes and hereby offers to contract with your company, in accordance with the specifications and subject to the terms and conditions stated herein, to furnish, and sell certain equipment to you:

**Base:**

**Two (2) Standard Thru-Flow Traveling Water Screens with 316 Stainless Steel Construction to replace our existing traveling water screens supplied on US Filter Contract CHI1009 (2006) and Siemens Contract CHI1087 (2007) 7'-0" Wide Basket x 14'-0" Centers**

**One (1) Standard Thru-Flow Traveling Water Screens with 316 Stainless Steel Construction to replace our existing traveling water screens supplied on Link-Belt Contract JK1920 (1973) 4'-0" Wide Basket x 17'-0" Centers; 4 post**

**Options:**

**Option 1: Adder for Anti-friction Roller bearings**

**Option 2: Adder for Smooth Tex wire mesh**

**Option 3: Adder for Dual Spray Headers including Isolation Shut Off valve**

**Option 4: Spare Parts**

All the information in this proposal is confidential and has been prepared for your use solely in considering the purchase of the equipment described. Transmissions of all or any part of this information to others or use by you for other purpose is unauthorized without our written consent.

The equipment will conform to the technical specifications and descriptions contained herein:

**NO SPECIFICATION**

## 1.0 SCOPE

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### 1.1 Traveling Water Screen

#### 1.1.1 Description of Operation

The Thru-Flow Traveling Water Screen consists of a series of overlapping inclined screen baskets fastened to two strands of chain. The chain will operate over head sprockets mounted on a structural steel frame and complete with spray system, splash housing and drive. Intake water passes through the submerged screen baskets and deposits suspended and floating debris on the screen cloth and the basket's lower member, which forms a shelf for lifting large quantities of debris. When the screen is operated, the baskets are lifted from the intake well and debris is removed at the head section by high-pressure water spray. Spray water washes the debris into a trough and flushes away the solid matter for disposal.

Special attention has been given to the following fundamentals of good screen design to insure high efficiency and low maintenance costs.

- A. The overlapping inclined screen baskets are constructed to offer minimum practical obstruction to free passage of water. This greater screening area results in lower water velocities and head losses for a given screen width.
- B. Close sealing between moving baskets is provided to assure cleanest water. The overlapping feature of the screen baskets maintains close sealing regardless of chain wear during the life of the screen.
- C. Spray nozzles deliver overlapping water sprays across the entire back of the screen baskets, removing accumulated refuse from the baskets as they are lifted from the well.
- D. Low maintenance costs are assured by the proper selection of well designed chains suitable for operation in water.
- E. The drive is mounted on the screen head frame where it is readily accessible. The head frame is of sturdy construction, complete with lugs for lifting the entire screen from the well.



## 1.1.2 Design Criteria

### 1.1.2.1 Screen 7'-0" basket width x 14'-0" sprocket center

Based in information provided

Type of Screen.....	Thru-Flow
Width of well at Screen (existing) .....	8'-2"
Depth of well at Screen (existing).....	12'-6"
Flow Capacity (Total for Intake).....	15,000 gpm
Extreme Low water depth.....	6'-6"
High water depth .....	10'-6"

### 1.1.2.2 Screen 4'-0" basket width x 17'-0" sprocket center

Based in information provided

Type of Screen.....	Thru-Flow
Width of well at Screen (existing) .....	5'-2"
Depth of well at Screen (assuming).....	15'-4"
Flow Capacity.....	20,000 gpm
Low water depth (drawing JK1920-01) .....	10'-0"
High water depth .....	12'-0"

## 1.1.3 Water Differential Criteria

The screen drive design is based on any imposed loads, as specified for the site, and the following differential heads at high water depth.

Running:.....	1'-0"
Starting:.....	2'-6"

The screen structural design is based on any imposed loads, as specified, and a 5'-0" differential head at high water depth. It is the customer's responsibility to make provisions to shut down pumps before this limit is reached.

#### 1.1.4 BASIC SCREEN DATA FOR EACH SCREEN

##### 1.1.4.1 Screen 7'-0" basket width x 14'-0" sprocket center:

Two (2) Standard Model Traveling Water Screens conforming to the following specifications:

Width of screen well .....	8'-2"
Depth of screen well.....	12'-6"
Width of baskets .....	7'-0"
Screen centers .....	14'-0"
Capacity (per screen) .....	15,000 GPM
Low water depth.....	6'-6"
High water depth.....	10'-6"
Average velocity at low water depth with 100% clean screen .....	1.51 fps
Nominal speed of screen baskets.....	10 fpm
Horsepower of motor .....	1.0 HP
Wire cloth specifications .....	14 ga (0.080" dia) 316 Stainless Steel Wire with 3/8" Square Openings

Estimated Wash water volumes and pressures:

- 139 GPM at 40 PSI for small amount of refuse.
- 170 GPM at 60 PSI for leaves and general refuse.
- 195 GPM at 80 PSI for refuse clinging to baskets.

*1.1.4.2 Screen 4'-0" basket width x 17'-0" sprocket center:*

One (1) Standard Model Traveling Water Screens conforming to the following specifications:

Width of screen well .....	5'-2"
Depth of screen well.....	15'-4"
Width of baskets .....	4'-0"
Screen centers .....	17'-0"
Capacity (per screen) .....	20,000 GPM
Low water depth.....	10'-0"
High water depth .....	12'-0"
Average velocity at low water depth with 100% clean screen .....	2.25 fps
Nominal speed of screen baskets.....	10 fpm
Horsepower of motor .....	1.0 HP
Wire cloth specifications.....	14 ga (0.080" dia) 316 Stainless Steel Wire with 3/8" Square Openings

Estimated Wash water volumes and pressures:

- 84 GPM at 40 PSI for small amount of refuse.
- 100 GPM at 60 PSI for leaves and general refuse.
- 119 GPM at 80 PSI for refuse clinging to baskets.

### 1.1.5 MAJOR COMPONENTS OF TRAVELING WATER SCREEN

Baskets .....	High Strength Composite
Splash Housing .....	Fiberglass or Stainless Steel
Basket Chain.....	24 Pitch, Lubricated
• Sidebars .....	316 Stainless Steel
• Rollers .....	17-4 PH Stainless Steel
• Pins .....	17-4 PH Stainless Steel
• Bushings.....	Non-Metallic
Head Sprockets .....	A36 Welded Carbon Steel
Head Shaft.....	1045 Carbon Steel
Head Shaft Bearings .....	Bronze Bushed with Cast Steel Housing
Head Shaft Bearing Take-up Screw .....	Stainless Steel
Foot Section Style .....	Roll-Around Boot Section
Foot Shaft .....	No Foot Shaft
Drive Gear Box .....	In-line Gear Reducer
Drive Motor HP .....	1.0 HP
Spray Pipe Configuration .....	Single U Shaped / Style for Flushing
Spray Piping.....	316 Stainless Steel
Spray Nozzles.....	Delrin
Frame Style.....	2 Post
Frame Material .....	316 Stainless Steel
Fasteners .....	316 Stainless Steel

## 1.1.6 REDUCED MAINTENANCE FEATURES

### 1.1.6.1 LOW MAINTENANCE HIGH STRENGTH COMPOSITE (HSC) BASKETS

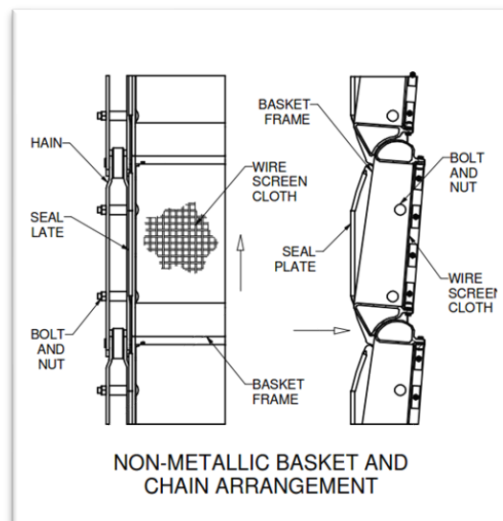
Evoqua Water Technologies is including our screen baskets constructed of High Strength Composite (HSC) materials consisting of pultruded cross beams and compression molded end plates. The cross beams shall be reinforced polyester and the end plates shall be glass reinforced vinylester. The screen mesh retainer tabs shall be nylon and all hardware shall be stainless steel.

The advantages of an HSC basket design (compared to stainless steel) are:

- Maximum Debris Lifting Capacity: lower edge of the HSC basket has a 6 inch wide pultruded cross beam, which is the largest offered in the industry today
- Lightweight frame is about 50% of the weight compared to carbon steel
- Corrosion-resistant basket frame.
- Easy-to-handle, install and remove

In addition, the lighter basket (compared to stainless steel) significantly reduces hanging weight (the weight of the baskets as they hang statically on the other machinery).

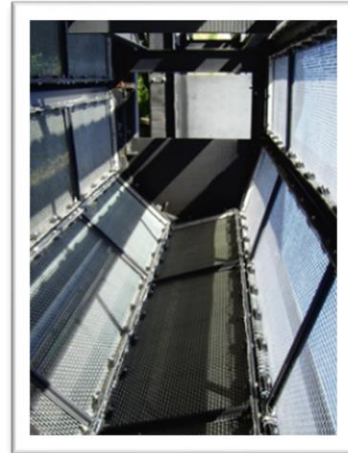
The reduction in hanging weight will reduce the wear on components such as head shaft take-up bearings, sprocket tooth inserts and chain joints.





### 1.1.6.2 LOW MAINTENANCE ROLL-AROUND FOOT TERMINAL (Foot Section)

We are providing a foot terminal which will utilize a roll-around chain track design. In this design the screen carrier chain is guided through the foot terminal by a semi-circular replaceable chain track. Thus the foot shaft, foot shaft sprockets and bushings are eliminated, thereby reducing maintenance parts, time and costs.



#### **Roll-Around Foot / Boot Terminal – No Foot Shaft or Sprockets**

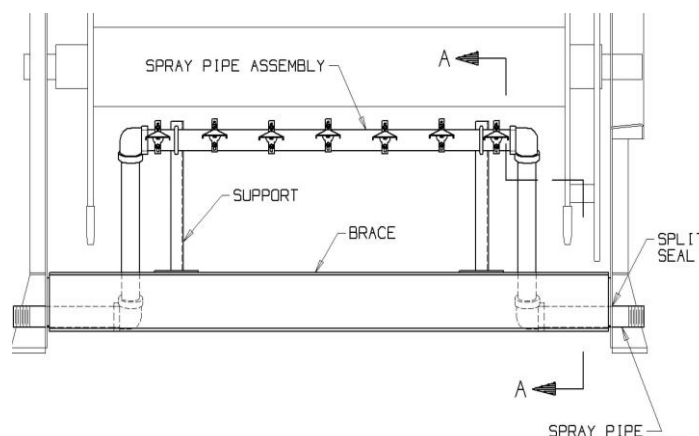
### 1.1.6.3 SPRAY PIPES (U-STYLE / SHAPED SPRAY HEADER)

The head section of the screen is equipped with a set of feed pipes, spray pipes and non-clogging, spray nozzles to project fan-shaped overlapping sprays across entire width of the screen panels. Spray piping will extend out one side of screen. Screen will be washed on ascending run. The recommended gpm and pressure are stated on Page 1-3 of this Proposal.

#### **Spray Pipe Specifications**

Spray Pipes .....	316 Stainless Steel
Nozzles .....	Delrin

Evoqua can provide our Traveling Water Screen with a U-Style / Shaped Spray Header that allows flushing of the spray header for cleaning of the spray header pipe and nozzles.



### 1.1.7 GUIDEWAYS

Wall guides are existing and are to be reused. If it is found that any of the original wall guides need to be replaced, Evoqua will quote separately.

### 1.1.8 PAINTING

All ferrous structural shapes, plates and castings, except machinery, machined items and main basket chains, will have surface preparation in accordance with SSPC-SP10 followed by two (2) shop coats of Tnemec Series 21 Epoxoline black epoxy paint, or Evoqua defined equivalent, at 5-6 mils D.F.T. each coat for a total system finish D.F.T of 10-12 mils.

This paint is certified to meet the applicable health effects of NSF/ANSI/CAN Standard 61 for potable water contact applications.

The main basket chain will not be painted, but lubricated and dipped in a rust preventative solution before shipment.

Stainless steel items will not be painted.

Motor and reducer to have manufacturer's standard finish.

### 1.1.9 STANDARD ASSEMBLY

Standard shop assembly includes assembly of the head section frame and shaft components for shipment as a unit. The drive assembly and spray pipe (header) will be shipped separately for assembly in the field.

The foot section frame and shaft components (if included) will be assembled and shipped as a unit.

Intermediate frame parts will be shipped as unit parts to be assembled with the head and foot sections in the field. Baskets will be assembled with cloth and retainer bars for field assembly to the chains.

Basket main chain is shipped separately for assembly to the Traveling Water Screen in the field.

Splash housings are shipped separately for assembly to the head section in the field.

This shop assembly is entirely adequate for commercial carrier shipping requirements and it facilitates field assembly with a minimum amount of equipment.

NOTE: Field erector must check all sub-assemblies described above to assure that alignment was not disturbed or distorted in shipment, and correct any dimensional variations before installing.

## 1.2 OPTIONS

### 1.2.1 Option 1: Adder for Anti-Friction Roller Bearing

As an option, we are providing an Adder for Six (6) Anti-Friction Roller Bearings. These bearings will be using on Three (3) new replacement traveling water screens.

Head Shaft Bearings .....Anti-Friction Roller Bearings

### 1.2.2 Option 2: Adder for Smooth Tex Wire Mesh

As an option, we are providing and Adder for Total (63) pieces of Smooth Tex wire mesh in lieu of standard wire mesh. These Smooth Tex wire mesh will be using on Three (3) new replacement traveling water screens.

Wire cloth specifications ..... 14 ga (0.080" dia)  
 316 Stainless Steel  
**Smooth Tex** Wire with 3/8"  
 Square Openings

**Note:** The total 63 pieces wire mesh are including 40 pieces of wire mesh for Two (2) 7 ft basket width traveling water screens, 23 pieces wire mesh for One (1) 4 ft basket width traveling water screen.

### 1.2.3 Option 3: Adder for Dual Spray Header and Isolation Shut-Off valve

As an option, we are providing an Adder for Three (3) sets of Dual Spray Header and Three (3) Isolation Shut-Off valve. These Dual Spray Headers will be using on Three (3) new replacement traveling water screens.

Spray Pipe Configuration .....	Dual U shapes
Spray Pipes .....	316 Stainless Steel
Nozzles .....	Delrin

### 1.2.4 Option 4: Spare Parts

#### Traveling Water Screens

4	7 ft basket including mesh
2	4 ft baskets including mesh
6	Sets of baskets to chain fasteners
20	Ft main chain (10ft LH + 10ft RH)
12	Tooth Inserts
12	Sets of Tooth Insert hardware
6	Spray nozzles
12	Seal plates
6	Shear pins

## 2.0 DRAWINGS

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We will furnish general arrangement drawings of the equipment to assist you in its installation.

## 3.0 SELECTION OF COMPONENTS

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Where equipment specified herein is identified as that of a particular manufacturer, whether or not followed by the words "or equal", we reserve the right to furnish the equipment as specified or of equivalent specification by another manufacturer. Your preference for a manufacturer, other than selected by us, will be considered, but will make the price subject to review.

## 4.0 WORK NOT INCLUDED IN THIS PROPOSAL

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The following work is not included in this proposal; however, if required it is to be provided by the Purchaser:

- Screen wells, concrete troughs and grouting.
- Anchor bolts and installation of anchor bolts.
- Building alterations and concrete alterations.
- Electrical controls including motor starters.
- Differential head controls.
- 460 volt, 3 PH, 60 Hertz current for screen motor.
- 460 volt, 3 PH, 60 Hertz current for differential head control.
- Electrical wire, conduit and electrical wiring.
- 3-Pole main-line lockable disconnect switch for each motor in accordance with the latest N.E.C. code if the motor is out of sight of the motor starter.
- Emergency stop button located in the immediate vicinity of each screen which overrides all other controls.
- Control power or air for solenoid control.
- Cleaned and dried air supply for differential control bubbler lines.
- Air bubbler lines between differential control panel and well.
- Spray water pumps.
- Spray water supply lines to the water screen.
- Spray water as recommended in this proposal.
- Drilled holes in fiberglass housings to match the head section.
- Field touch-up paint and painting.
- Unload, store, assemble and erect in place all material covered in this proposal.
- All required lubricants including first fill of all equipment covered in this proposal.
- Field check of dimensions and alignment of factory assembled sections before installing.
- It will be the purchaser's responsibility to check quantities and conditions of all materials immediately upon receipt of at the jobsite and to inform Evoqua Water Technologies LLC of any shortages or damaged components within 15 days after receipt of any shipment.

## 5.0 GENERAL NOTES AND CLARIFICATIONS

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1. Evoqua is the Original Equipment Manufacturer (OEM) for Chain-Belt, Rex®, Envirex, Link Belt®, FMC, Royce, USFilter, and Siemens Water Technologies Traveling Water Screens. As the OEM for the existing FMC Traveling Water Screens supplied on our US Filter Contract CHI1009 (2006), Siemens Contract CHI1087 (2007) and Link-Belt JK1920 (1973), we are proposing our “Modern-Day” Thru-Flow Traveling Water Screen to replace the existing older style Water Screen. Our proposed new screen will fit into the existing well opening and wall guides with no modifications to the existing well and guides.
2. Spray wash piping will terminate approximately 6” outside of the screen head section. Spray wash water pumps and spray wash water supply piping from the spray wash water pumps to the traveling water screen are not included in our proposal. Spray wash valves are also not included.
3. The spare parts are interchangeable for different size of screens that we are proposing in this proposal except the baskets.
4. The Traveling Water Screen included in this proposal is a modern-day replacement Traveling Water Screen which will not require modifications to the existing well civil structure or embedded cast iron wall guides.
5. The existing embedded wall guides will be re-used.
6. Please aware that we are not including the following items:
  - Electrical Controls
  - Pressure Switch
  - Spare Parts
  - Wall Guides
  - Spray wash pump
  - Spray wash valve
  - Field service

## 6.0 PURCHASE PRICE

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The price for the equipment covered in this Proposal shall be:

### **Base:**

Two (2) Thru-Flow Traveling Water Screens (316SS construction)	
7'-0" Basket Width x 14'-0" Centers .....	\$ 526,820.00
One (1) Thru-Flow Traveling Water Screens (316SS construction)	
4'-0" Basket Width x 17'-0" Centers .....	\$ 271,440.00

### **Option:**

Option 1: Adder for Anti-Friction Roller Bearings .....	\$ 9,950.00
Option 2: Adder for Smooth Tex Wire Mesh .....	\$ 4,220.00
Option 3: Adder for Dual Spray Headers and Shut-Off valves .....	\$ 13,900.00
Option 4: Spare Parts (for 3 Screens) .....	\$ 14,400.00
(Spare Parts Pricing if Purchased with New Traveling Water Screens)	

Sales and use tax is not included in the price quoted. Such taxes will be added unless the purchaser provides a direct pay permit or a tax exemption certificate with the purchase order.

Prices are FCA, Factory, INCOTERMS 2020. Costs for freight to the jobsite are NOT included in our pricing. Refer to our SHIPPING POINT section of this proposal for more detailed information and an estimated budget freight cost.

## 6.1 PROPOSAL VALIDITY

This quotation is valid for a period of thirty (30) days unless extended in writing by Evoqua Water Technologies LLC.

## 6.2 MATERIAL ESCALATION

**Right to requote:** Due to current raw material price fluctuation, Evoqua reserves the right to requote the equipment proposed herein at the time of award.

**Post- award:** Due to the volatility in material costs, Evoqua may adjust the price after contract award to reflect changes in the Metal and Metal Products Index (MMPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. The most recent published MMPI is 328.373 for May 2025. If the MMPI increases by 4% or more *at the time of material purchase*, then the total price will be increased by the same percentage as the MMPI factor.

[https://data.bls.gov/timeseries/WPU10?amp%253bdata\\_tool=XGtable&output\\_view=data&include\\_graphs=true](https://data.bls.gov/timeseries/WPU10?amp%253bdata_tool=XGtable&output_view=data&include_graphs=true)

### 6.3 TARIFF ESCALATION

In the event tariffs are imposed and/or adjusted during the term of this agreement, we reserve the right to implement a price adjustment to reflect the actual cost impact of the tariffs. Any pricing changes resulting from these potential tariffs will be communicated promptly when known with adequate documentation to justify any required changes in the agreement price.

### 6.4 DOMESTIC COMPLIANCE

Xylem/Evoqua accepts the BABA (Build America Buy America) compliance requirement for products offered in this proposal.

### 6.5 EXPORT COMPLIANCE

Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Equipment or Services provided under the Contract, including any export license requirements. Buyer agrees that such Equipment or Services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all time. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

### 6.6 PURCHASER NOTE

Our prices include only the specific items detailed in this proposal. Items specified in the Owner's specifications and not included herein are to be furnished by others. Please refer to the General Information section of this proposal for a list of items generally furnished by others.

### 6.7 CONDITIONS OF SALE

We propose to use Evoqua Water Technologies LLC ("EWT") Standard Terms of Sale effective January 2025 attached and these terms of sale shall become part of any contract resulting from this proposal. EWT reserves the right to review the commercial Terms and Conditions of Sale with you to reach a mutual agreement at the time of any resultant Purchase Order.

EWT shall not be liable for liquidated damages or any penalty or damages relating to failure or inability to ship within the agreed schedule.

### 6.8 PERFORMANCE OR PAYMENT BONDS (IF REQUIRED)

Evoqua Water Technologies LLC's obligation to provide a Performance or Payment bond (in the event of any Contract/Purchase Order resulting from this RFQ), is contingent on the following: The Beneficiary or Obligee (Buyer) is required as part of the PO/Agreement to return the original bond to the surety company upon completion of the Principal's (Evoqua Water Technologies LLC) obligations under the PO/Agreement. If the original bond is unavailable for any reason, the Beneficiary or Obligee will complete a release letter addressed to the surety company stating that Principal's (Evoqua Water Technologies LLC) obligations under the PO/Agreement have been satisfied and the surety company is released of any further obligations under the surety bond.



## 6.9 SHIPPING POINT

Shipping Terms are FCA, Factory, Holland, Michigan, INCOTERMS 2020. Actual freight, plus 10% handling fee, can be prepaid and added to an additional invoice.

For reference the estimated ROUGH budget freight cost is \$57,120.00 based on current market costs. For clarity, freight cost is NOT INCLUDED in our price as per FCA Incoterms.

## 6.10 SHIPMENT INFORMATION

On any ensuing contract, we shall mutually agree upon a production schedule. Based upon our current backlog, we estimate the following project schedule:

Submittal Drawings: ..... Within 3 weeks after receipt and acceptance of a complete written agreement, including complete information necessary to prepare our submittal.

Receipt of Submittal Approvals: ..... Within 3 weeks from the date of our Submittal Transmittal letter.

Shipment of Equipment: ..... Within 22 weeks following receipt of final approved submittal drawings.

NOTE: The above schedule is based on current lead time projections. However, we are experiencing significant and dynamic supply chain challenges that could impact our overall proposed schedule. Upon award we will work with you to best define a schedule that is mutually agreeable.

If Submittal Drawing Reviews/Approvals are not received by Evoqua in accordance with the project schedule noted above, Evoqua shall be entitled to a reasonable extension of the "Shipment of Equipment" times and/or a reasonable increase in the contract price to cover costs incurred as a result of Submittal Drawing Review/Approval delays unless the delay is the fault of Evoqua.

## 6.11 PAYMENT AND PRICE TERMS

30% due upon Approval of Drawings payable net 30 days from the date of the invoice.

70% balance due upon Shipment payable net 30 days from the date of invoice for the value of material as shipped (or as ready for shipment, if shipment is deferred by you).

Purchaser shall notify Evoqua of any dispute with the invoice within ten (10) days after receipt of Evoqua invoice. Evoqua and Purchaser shall promptly resolve any disputed items. Payment on undisputed invoices amounts is due upon receipt of invoice by Purchaser and is past due thirty (30) days from the date of invoice. Purchaser agrees to be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date. If payment remains past due sixty (60) days from the date of invoice, then Evoqua will have the right to suspend all work under this Purchase Order, without prejudice. Purchaser shall pay all demobilization and other suspension costs. Purchaser agrees to pay all legal and other collection costs incurred by Evoqua in pursuit of past due payments.

## 6.12 GENERAL INFORMATION

Evoqua Water Technologies LLC prices do not include sales, use, excise, or other similar taxes, and all such taxes shall be paid by the Purchaser. Our price does not include the cost of premiums for any bonds which the purchaser may be required to furnish.

Operation and Maintenance Manuals are electronically housed and available 24/7 on Evoqua's secure ToolDOXTM portal, see [www.evoqua.com/intake-tooldox](http://www.evoqua.com/intake-tooldox) for additional information including Terms and Agreements. Hard copy manuals can be printed from the ToolDOX site or purchased for \$50.00/copy.

The attached Standard Conditions of Sale form a part of this proposal. ALL ORDERS ARE SUBJECT TO EVOQUA WATER TECHNOLOGIES LLC CREDIT APPROVAL.

## 7.0 ADDITIONAL SERVICES

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### 7.1 INSTALLATION REPRESENTATIVE

At your request and subject to the availability of personnel at the time of requirement, we will provide the services of a competent person to advise you during the installation of the equipment covered by this Proposal. These services are not supervisory; but are advisory only, and are offered subject to the express understanding that our function and responsibility are limited to:

1. Interpretation of assembly drawings and identification for their proper location in the equipment or system layout.
2. Provide liaison service between the Owner and our Manufacturing Plant.
3. Assist Owner's Construction Contractor's Superintendent in preparing material shortage lists.
4. Expedite delivery materials required at job site.
5. Aid in scheduling of contractor's field work.
6. Advise on machinery setting techniques, bearing setting and clearance, etc.

The services are offered on a no risk basis by Evoqua Water Technologies LLC.

### 7.2 PER DIEM RATE

The per diem charge for the Check-Out or the Installation Representative is the current rate then in effect at the time the representative is furnished for each normal working day, or fraction thereof, that our representative is absent from our plant on your business. The normal working day is eight (8) hours between 8:00 AM and 4:30 PM Monday thru Friday exclusive of holidays. All services performed by our representative, at your request, in addition to the normal working day are classified as overtime work, payable at the current overtime rate. If circumstances dictate that our representative work exclusively during hours other than those of the normal working day, special arrangements can be made. Travel time will also be charged at the current rate. All transportation and living expenses incurred by our representative while absent from our plant on your business will be invoiced to you at actual costs.

If the payment price already includes days for service, training and trips, there is no credit for using less days or trips than the maximum.

- 1. Agreement, Integration and Conflict of Terms.** “**Proposal**” means the Seller’s quotation, proposal and/or sales form, including any special conditions expressly incorporated by reference, and these terms and conditions. “**Seller**” means the applicable affiliate of Xylem Inc. that is party to the Agreement. “**Buyer**” means the entity that is party to the Agreement with Seller. “**Agreement**” means the definitive agreement, comprised of the Proposal and any other documents expressly included or incorporated by reference will govern the Buyer and Seller relationship. Seller’s Proposal is expressly conditioned on Buyer’s acceptance of these terms and conditions. Any additional or different terms and conditions contained in Buyer’s purchase order or other communication will have no effect on the Agreement unless specifically agreed to in writing by the parties; and Seller hereby objects, and any such proposed modifications will not constitute Seller’s acceptance of any such modifications. Seller’s commencement of performance or delivery will not be deemed or construed as acceptance of Buyer’s additional or different terms and conditions. In the case of any conflict among the foregoing documents, these terms will take precedence with the exception of (i) price and delivery, which will be governed by the order acknowledgment (if any) and invoice; and (ii) the Warranty, which will be governed by Seller’s product documentation. This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties and, further, can only be altered, modified or amended with the express written consent of Seller.
- 2. Proposal, Withdrawal, Expiration.** Unless otherwise stated in writing, Proposals are valid for thirty (30) calendar days from the date of issuance, unless otherwise provided therein. Seller reserves the right to cancel or withdraw the Proposal at any time with or without notice or cause prior to acceptance by Buyer to the Proposal terms, or after Buyer’s acceptance if Buyer fails to complete any actions required by the Proposal for Seller to proceed. Seller nevertheless reserves its right to accept any contractual documents

received from Buyer after this 30-day period.

- 3. Prices.** Prices apply to the specific quantities stated in the Proposal. Prices include handling fees and standard packing according to Seller’s specifications for delivery. Buyer will, as an additional charge, pay all costs and taxes for special packing requested by Buyer, including packing for exports. To the extent allowed under law, prices are subject to change without notice. The price for the goods does not include any applicable sales, use, excise, Goods and Services Tax, Value Added Tax, or similar tax, duties, tariffs, or other governmental charges. Buyer will have the responsibility for the payment of all such applicable levies.
- 4. Payment Terms.** Seller reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms should Buyer’s credit standing not meet Seller’s acceptance. Unless different payment terms are expressly set forth in the applicable Proposal or order acknowledgment or Sales Policy Manual, goods will be invoiced upon shipment. Buyer’s payment must be in Seller’s local currency, as determined by Seller’s office location to which the order has been submitted. Any payment amount made by Buyer via credit card will be subject to a 3.0% charge. Payment in full is due within thirty (30) days from the invoice date (“**Payment Due Date**”), unless otherwise stated in Seller’s documentation. Any Buyer-requested delivery delay solely affects delivery date and will not in any way alter the original Payment Due Date. If Buyer fails to make payment when due, Buyer agrees that Seller may apply a service or finance charge of the lesser of (i) one and one-half percent (1.5%) per month (eighteen percent (18%) per annum), or (ii) the highest rate permitted by applicable law, on the unpaid balance of the invoice from and after the invoice due date. Buyer is responsible for all costs and expenses associated with any checks returned due to insufficient funds. All credit sales are subject to prior approval of Seller’s credit department. Export shipments will require payment prior to shipment or an appropriate Letter of Credit. If, during the

performance of the Agreement, the financial responsibility or condition of Buyer is such that Seller in good faith deems Buyer insecure, Seller may: (a) request financial assurances; (b) suspend performance and will not be obligated to continue performance under the Agreement; (c) stop goods in transit and defer or decline to make delivery of goods, except upon receipt of satisfactory security or cash payments in advance; and/or (d) terminate the order per Article 11. Seller also retains any/all rights to enforce payment defaults to the full price of the work completed and in process. Upon default by Buyer in payment when due, if Buyer fails to immediately and without demand pay to Seller the entire amount in default for any and all shipments made to Buyer, irrespective of the applicable terms and/or contract under which those shipments were as a debt due to Seller, Seller may withhold all subsequent shipments until the full amount in default is settled. Acceptance by Seller of less than full payment will not be a waiver of any of its rights hereunder. Buyer may not assign or transfer this Agreement or any interest in it, or monies payable under it, without the prior written consent of Seller and any assignment made without this consent will be null and void.

**5. Title, Delivery, Risk of Loss, Delay.**

Delivery dates are estimates, and time is not of the essence. Unless otherwise specified by Seller, delivery and transfer of risk of loss for shipments to Buyers that are not Related Party Buyers will be made Ex Works (Incoterms 2020), Seller’s plant or Distribution Center. Title will pass when risk of loss transfers. If Seller is required to warehouse or store goods on behalf of Buyer, due to a Buyer delay or request (see Article 23), warehouse and storage fees will be applied and payable upon invoice, as will any required maintenance throughout the delay. Risk of loss for all stored goods will be borne by Buyer from the start of this period. Seller has no obligation to the Buyer to arrange insurance while Buyer’s goods are in storage at named place, with all such responsibility and insurance to be borne by Buyer accordingly. Seller will not be responsible to Buyer for any loss, whether direct, indirect, incidental or

consequential in nature, or for any loss of profits or revenue, or liquidated damages, arising out of or relating to any failure of the goods to be delivered by the specified delivery date. In the absence of specific instructions, Seller will select the carrier. Buyer will reimburse Seller for the additional cost of its performance resulting from inaccurate or lack of delivery instructions, or by any act or omission on Buyer's part. Any such additional cost may include storage, insurance, protection, re-inspection and delivery expenses. Buyer further agrees that any payment due on delivery will be made on delivery into storage as though goods had been delivered in accordance with the order.

**"Related Party Buyers"** means Buyers, directly or indirectly, owned more than fifty percent (50%) by Xylem Inc. or under significant or joint control by Xylem Inc. For export shipments from the U.S.A. to Related Party Buyers, delivery and transfer of risk of loss for the goods will be DAP (Incoterms 2020), port of destination unless otherwise specified. Related Party Buyer will be importer of record for any customs clearance. For shipments to Related Party Buyers that are not export shipments from the U.S.A., delivery and transfer of risk of loss will be FCA (Incoterms 2020), Seller's plant or Distribution Center unless otherwise specified. For all Related Party Buyer transactions, title will pass to Buyer when risk of loss passes to Buyer.

Buyer grants to Seller a continuing security interest in and a lien upon the goods supplied by Seller under this Agreement and the proceeds thereof (including insurance proceeds), as security for the payment of all such amounts and the performance by Buyer of all of its obligations to Seller under the Agreement and all such other sales, and Buyer will have no right to sell, encumber or dispose of the goods. Buyer's respective insurance policy for any such Seller claim will include a waiver of subrogation in favor of Seller. Buyer will execute any and all financing statements and other documents and instruments and do and perform any and all other acts and things which Seller may consider necessary, desirable, or appropriate to establish, perfect or protect

Seller's title, security interest and lien. In addition, Buyer authorizes Seller and its agents and employees to execute any and all such documents and instruments and do and perform any and all such acts and things, at Buyer's expense, in Buyer's name and on its behalf. Such documents and instruments may also be filed without the signature of Buyer to the extent permitted by law.

**6. Warranty.** Except as provided above, for goods sold by Seller to Buyer(s) that are used by Buyer for personal, family or household purposes, Seller warrants the goods to Buyer on the terms of Seller's limited warranty available on Seller's website. For any other purpose, Seller warrants that the goods sold to Buyer under the Agreement (with the exception of software, membranes, seals, gaskets, elastomer materials, coatings and other "wear parts" or consumables all of which are not warranted except as otherwise provided in the Proposal) will be (i) built in accordance with the specifications referred to in the Proposal, if such specifications are expressly made a part of the Agreement, and (ii) free from defects in material and workmanship for a period of one (1) year from the date of installation or eighteen (18) months from the date of shipment (which date of shipment will not be greater than thirty (30) days after receipt of notice that the goods are ready to ship), whichever occurs first, unless a longer period is specified in the product documentation (the **"Warranty"**). For services, the warranty period will be three (3) months from the date the services are performed unless otherwise expressly set forth in the Proposal or sales form or order acknowledgment.

Seller will, at its option, either repair or replace any goods which fails to conform with the Warranty; provided, however, that under either option, Seller will not be obligated to remove the defective goods or install the replaced or repaired goods and Buyer will be responsible for all other costs, including service costs, shipping fees and expenses.

Buyer's failure to comply with Seller's repair or replacement advice will constitute a

waiver of Buyer's rights and render all warranties void. Any parts repaired or replaced by Seller under the Warranty are warranted only for the remaining balance of the warranty period. The Warranty is conditioned on Buyer giving written notice to Seller of any defects in material or workmanship of warranted goods within ten (10) days, or shorter period as dictated by the issue, of the date when any defects are first manifest. Seller will have no warranty obligations to Buyer with respect to any goods or parts of the goods that: (a) have been repaired by third parties other than Seller or without Seller's written approval; (b) have been subject to misuse, misapplication, neglect, alteration, accident, or physical damage; (c) have been used in a manner contrary to Seller's instructions for installation, operation and maintenance; (d) have been damaged from ordinary wear and tear, corrosion, or chemical attack; (e) have been damaged due to abnormal conditions, vibration, failure to properly prime, or operation without flow; (f) have been damaged due to a defective power supply or improper electrical protection; (g) have been damaged resulting from the use of accessory equipment not sold by Seller or not approved by Seller in connection with goods supplied by Seller hereunder; or (h) not sold by Seller or its authorized supplier. In any case of goods not manufactured by Seller, there is no warranty from Seller; however, Seller will extend to Buyer any warranty received from Seller's supplier of such goods.

**8.0 THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE GOODS PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. BUYER'S EXCLUSIVE REMEDY AND SELLER'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE**



**FOREGOING WARRANTIES ARE LIMITED TO REPAIRING OR REPLACING THE GOODS AND WILL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE BUYER HEREUNDER.**

**7. Inspection.** Buyer will have the right to inspect the goods upon their receipt. When delivery is to Buyer's site or to a project site, Buyer will notify Seller in writing of any apparent shipment shortages, damages, or nonconformity of the goods within three (3) days from receipt by Buyer, unless a shorter period is required in Seller's Proposal. For all other deliveries, Buyer will notify Seller in writing of any nonconformity with this Agreement within fourteen (14) days from receipt by Buyer. Failure to give such applicable notice will constitute a waiver of Buyer's right to inspect and/or reject the goods for nonconformity and will be equivalent to an irrevocable acceptance of the goods by Buyer. Claims for loss of or damage to goods in transit must be made to the carrier, and not to Seller unless different terms are expressly set forth in Seller's Proposal

**8. SELLER'S LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT WILL SELLER'S LIABILITY EXCEED THE AMOUNT PAID BY BUYER UNDER THIS AGREEMENT. SELLER WILL HAVE NO LIABILITY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, LOSS OF REPUTATION, LIQUIDATED, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, TREBLE, OR EXEMPLARY DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY WILL BE EFFECTIVE WITHOUT REGARD TO SELLER'S ACTS OR OMISSIONS OR NEGLIGENCE OR STRICT LIABILITY IN PERFORMANCE OR NON-PERFORMANCE HEREUNDER.**

To the extent the Agreement provides a specified remedy for a default or breach, the given remedy will be Seller's sole liability and Buyer's sole and exclusive remedy for the default or breach to the

exclusion of any and all other remedies that may be available at law, in equity, or otherwise. The terms of this Article 8 survive expiry or termination of the Agreement and prevail over all other provisions contained in the Agreement.

**9. USED GOODS. USED GOODS ARE SOLD IN AN AS IS, WHERE IS CONDITION. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE NATURE, QUALITY OR CONDITION OF THE GOODS, OR ITS SUITABILITY FOR ANY USE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS EXPRESSLY AGREED UPON IN WRITING BETWEEN THE PARTIES. SELLER WILL HAVE NO LIABILITY TO BUYER HEREUNDER OR IN CONNECTION WITH THE GOODS, INCLUDING WITHOUT LIMITATION, FOR LOSS OF PROFIT, LOSS OF INCOME, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES.**

**10. Force Majeure.** Seller may cancel, terminate, or suspend this Agreement and Seller will have no liability for any failure to deliver or perform, or for any delay in delivering or performing any obligations, due to acts or omissions of Buyer and/or its contractors, or due to Force Majeure. "Force Majeure" means any event or circumstance beyond Seller's reasonable control, including but not limited to: (A) acts of God, such as natural disasters, drought, fire, flood, earthquake, tsunami; (B) war (declared or undeclared), riots, insurrection, rebellion, acts of the public enemy, acts of terrorism, sabotage, blockades, governmental authorities acts or inactions, embargoes; (C) disease, pandemics, epidemics; (D) currency restrictions; and (E) labor shortages or disputes, unavailability of components, materials, or parts, fuel, power, energy or transportation facilities; failures of suppliers or subcontractors to effect deliveries. In all such cases, the time for performance will be extended in an

amount equal to the period necessary for Seller to recover from the event, provided that Seller will, as soon as reasonably practicable after it has actual knowledge of the beginning of any excusable delay, notify Buyer of the delay and of the anticipated duration and consequence thereof; and, to the extent the Force Majeure impacts the pricing specified in the Proposal or Agreement, as the case may be, Seller will notify Buyer of the revised pricing and its basis. Should Buyer reject any such Force Majeure-related pricing increase, the parties will resolve in accordance with the Agreement's dispute resolution process. Seller will resume performance of its obligations hereunder with the least possible delay.

**11. Cancellation; Termination.** Except as otherwise provided in this Agreement, no order may be cancelled on special or made-to-order goods or unless otherwise requested in writing by either party and accepted in writing by the other. If a cancellation is requested by Buyer, Buyer will, within thirty (30) days of such cancellation, pay Seller a cancellation fee, which will include all costs and expenses incurred by Seller prior to the receipt of the request for cancellation including, but not limited to, all commitments to its suppliers, subcontractors and others, all fully burdened labor and overhead expended by Seller, plus a reasonable profit charge. Return of goods will be in accordance with Seller's most current Return Materials Authorization and subject to a minimum fifteen percent (15%) restocking fee, unless otherwise specified.

Notwithstanding anything to the contrary in the Agreement, if the commencement by or against Buyer of any voluntary or involuntary proceedings in bankruptcy or insolvency, or if Buyer will be adjudged bankrupt, make a general assignment for the benefit of its creditors, or if a receiver will be appointed on account of Buyer's insolvency, Seller may, upon providing Buyer notice that has immediate effect upon issuance, terminate the Agreement. If Buyer fails to make any payment when due under this Agreement, or if Buyer does not correct or, if immediate correction is not

possible, commence and diligently continue action to correct any default of Buyer to comply with any of the provisions or requirements of this Agreement within ten (10) calendar days after being notified in writing of such default by Seller, Seller may, by written notice to Buyer, without prejudice to any other rights or remedies which Seller may have, terminate its further performance of this Agreement. If any termination under this Article 11, Seller will be entitled to receive payment as if Buyer has cancelled the Agreement as per the preceding paragraph immediately and without notice as a debt due. Seller may nevertheless elect to complete its performance of this Agreement by any means it chooses. Buyer agrees to be responsible for any additional costs incurred by Seller in so doing. Upon termination of this Agreement, the rights, obligations and liabilities of the parties which will have arisen or been incurred under this Agreement prior to its termination will survive such termination.

**12. Drawings.** All drawings are the property of Seller. Seller does not supply detailed or shop working drawings of the goods; however, Seller will supply necessary installation drawings. The drawings and bulletin illustrations submitted with Seller's Proposal show general type, arrangement and approximate dimensions of the goods to be furnished for Buyer's information only and Seller makes no representation or warranty regarding their accuracy. Unless expressly stated to the contrary within the Proposal, all drawings, illustrations, specifications or diagrams form no part of this Agreement. Seller reserves the right to alter such details in design or arrangement of its goods which, in its judgment, constitute an improvement in construction, application or operation. After Buyer's acceptance of this Agreement, any changes in the type of goods, the arrangement of the goods, or application of the goods requested by Buyer will be made at Buyer's expense.

**13. Confidential Information.** Seller's designs, illustrations, drawings, specifications, technical data, catalogues,

"know-how", economic or other business or manufacturing information (collectively, "**Confidential Information**") disclosed to Buyer will be deemed proprietary and confidential to Seller. Buyer agrees not to disclose, use, or reproduce any Confidential Information without first having obtained Seller's written consent. Buyer's agreement to refrain from disclosing, using or reproducing Confidential Information will survive completion of the work under this Agreement. Buyer acknowledges that its improper disclosure of Confidential Information to any third party will result in Seller's suffering irreparable harm. Seller may also seek injunctive or equitable relief to prevent Buyer's unauthorized disclosure.

**14. Installation and Start-up.** Unless otherwise agreed to in writing by Seller, installation will be the sole responsibility of Buyer. Where start-up service is required with respect to the goods purchased hereunder, it must be performed by Seller's authorized personnel or agents; otherwise, the warranty is void. If Buyer has engaged Seller to provide an engineer for start-up advisory services such engineer will function in an advisory capacity only and Seller will have no responsibility for the quality of workmanship of the installation. In any event, Buyer understands and agrees that it will furnish, at Buyer's expense, all necessary foundations, supplies, labor and facilities that might be required to install and operate the goods.

**15. Specifications; Back-charges.** Changes in specifications requested by Buyer are subject to Seller's written approval. If such changes are approved, the price for the goods and the delivery schedule will be changed to reflect such changes. Buyer will not make purchases, nor will Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

**16. Buyer's Warranty.** Buyer warrants the accuracy of any and all information relating to the details of its operating conditions, including influent quality, temperatures,

pressures, and where applicable, the nature of all hazardous materials. Seller can justifiably rely upon the accuracy of Buyer's information in its performance. Should Buyer's information prove inaccurate, Buyer agrees to reimburse Seller for any losses, liabilities, damages and expenses that Seller may have incurred as a result of any inaccurate information provided by Buyer to Seller.

**17. Product Recalls.** In cases where Buyer purchases for resale, Buyer will take all reasonable steps (including those measures prescribed by the Seller) to ensure: (a) all customers of the Buyer and authorized repairers who own or use affected goods are advised of every applicable recall campaign of which the Buyer is notified by the Seller; and (b) modifications notified to Buyer by Seller by means of service campaigns, recall campaigns, service programs or otherwise are made with respect to any goods sold or serviced by Buyer to its customers or authorized repairers. Should Buyer fail to perform any of the actions required under this obligation, Seller will have the right to obtain names and addresses of the Buyer's customers from Buyer and Seller will be entitled to get into direct contact with such customers.

**18. GOVERNING LAW.** THE TERMS OF THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE JURISDICTION WHERE SELLER'S OFFICE IS LOCATED TO WHICH THIS ORDER HAS BEEN SUBMITTED (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS). THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER WILL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. THIS ARTICLE 18 WILL SURVIVE ANY TERMINATION, CANCELLATION, OR EXPIRATION OF THE AGREEMENT.

**19. DISPUTE RESOLUTION.** Prior to the commencement of any litigation, in the event of any dispute between the Buyer and Seller arising out of or in connection

with the Agreement or the good or services contemplated therein; Buyer and Seller agree to first make a good faith effort to resolve the dispute informally. The first attempt at dispute resolution shall be made by the technical project managers (or equivalent) of the parties. Should resolution not be reached within ten (10) business days, senior management of both parties will attempt to resolve the dispute. If the parties are still unable to resolve the dispute, the dispute will be sent to litigation. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT

- 20. Export Regulation.** Seller's goods, including any software, documentation and any related technical data included with, or contained in, or utilized by such goods or deliverables, may be subject to applicable export laws and regulations, including United States Export Administration Regulations and Buyer will comply with all such applicable laws and regulations. In particular, the Buyer will not, and will not permit any third parties to, directly or indirectly, export, re-export or release any goods to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any goods is prohibited by applicable law, regulation or rule. The Buyer will be responsible for any breach of this Article 20.

- 21. Privacy and Customer Data.** Buyer acknowledges that Seller may collect and process personal data for the purposes outlined in the Agreement. Seller's data privacy policy is available at <https://www.xylem.com/en-us/support/privacy/>. Buyer acknowledges that it has read and understood Seller's privacy policy and agrees to the use of personal data outlined herein. The collection and use of personal data by Buyer is Buyer's responsibility. Some Seller goods are equipped with cloud communication capability resulting in these goods automatically transmitting, on an encrypted basis, data to Seller's X-

Cloud. Unless otherwise specified in the Agreement, Buyer agrees and authorizes Seller to indefinitely store any data collected from Seller goods ("**Customer Data**") on Seller's hardware, software, networking, storage, and related technology. Buyer grants Seller and Seller's affiliates a worldwide, royalty-free, non-exclusive, irrevocable right and license to access, store and use such Customer Data to: (a) provide services; (b) analyze and improve services; (c) analyze and improve any Seller or affiliate goods or software; and (d) for any other internal use, provided any such internal use is limited to using the Customer Data in an aggregated and anonymized manner that cannot be reconstituted as Buyer's Customer Data.

- 22. Titles; Waiver; Severability.** The article titles are for reference only and will not limit or restrict the interpretation or construction of this Agreement. Seller's failure to insist, in any one or more instances, upon Buyer's performance of this Agreement, or to exercise any rights conferred, will not constitute a waiver or relinquishment of any such right or right to insist upon Buyer's performance in any other regard. The partial or complete invalidity of any one or more provisions of this Agreement will not affect the validity or continuing force and effect of any other provision.

- 23. Changes.** Any requested change(s) to the work set forth in this Agreement, including to the delivery schedule, requires the parties to enter into a written change order that contains a description of the change(s) and all other applicable terms, including change in price, storage fees, and/or delivery schedule ("**Change Order**"). A Change Order may be requested by either party. For any Buyer-related change to the delivery schedule, including any due to a Buyer delay, the parties will enter into a Change Order and any such Change Order will state the revised delivery date(s), the revised Agreement price, storage and maintenance fees, and all other respective revisions. Seller will not be obliged to proceed with any change and no such

change will be binding or have any effect on Seller or this Agreement unless/until the parties enter into a Change Order; provided, however, that if Seller must store goods due to a buyer delay, all associated risk, expenses, and fee will nonetheless be borne by Buyer from the beginning of the delay period. Should Seller's ability to proceed with the work be altered by Buyer's delay in entering into a Change Order, Seller also will be entitled to assess late fees and suspend performance of all work for the period of delay.