

**SMITH
PUMP
COMPANY, INC.**

Bill to ..: City of Coppell
P. O. Box 9478
Coppell, TX 75019

Contact :
Phone ...: 972 462 0022
Fax.....: 972 304 3673

Ship to : City of Coppell
Utility Department
Coppell, TX 75019
816 S. Coppell Road

Contact : Glenn Hollowell
Phone ...: 972-462-5150
Fax.....: 972-462-5199

Remit to: 4624 Martin Luther King Frwy
Fort Worth, TX 76119

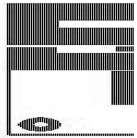
Phone: (817) 589-2060
Fax: (817) 589-4900

Quotation

Number.....: SQ012521-1 Page...: 1 of 4
Sales order: Date...: 4/4/2014
Your ref.: Flowserve 0003MS Our ref: 187
Requisition: Paymer Net 30 Days
Quotation deadline.: 5/4/2014 Sales...:
Delivery Term: FOB Shipping Poin Name.: John A. Mingle, III

<u>Item number</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit price</u>	<u>Ship date</u>	<u>Disc. pct.</u>	<u>Discount</u>	<u>Amount</u>
0972	Casing 300-LNN-576 Serial 0003MS001226-1	1.00	EA	21,600.00	5/9/2014			21,600.00
0972	Harware/Gasket Kit for Above	1.00	EA	1,896.00	5/9/2014			1,896.00

Sales balance	Total discount	Misc. charges	Sales tax	Round-off	Total
23,496.00	0.00	0.00	0.00	0.00	23,496.00 USD



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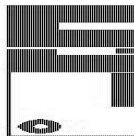
TERMS AND CONDITIONS

1. **Applicability** Z These Terms and Conditions of Sale (Terms) shall govern all sales of equipment or services to Customer. These Terms supersede any prior written or oral agreement, understanding, representation or promise and any pre-printed or standard terms and conditions contained in Customer's request for quote, purchase order, invoice, order acknowledgement or similar document. These Terms may not be amended, supplemented, changed or modified except by concurrent or subsequent written agreement signed by an authorized representative of both Smith Pump Company (SPCO) and Customer. SPCO's acknowledgement of Customer's purchase order shall not constitute acceptance of any terms or conditions contained therein which are in any way inconsistent with the Terms. Any additional or different terms or conditions included in any acceptance of this quotation are expressly disclaimed and rejected in advance, and unless there is prior mutual agreement otherwise, shall not become a part of any contract resulting from this quotation.

2. **Price** Z Unless otherwise stated in this quotation, all prices are FOB shipping point. All transportation, insurance and similar charges incident to delivery shall be borne by the customer. This quotation is valid for thirty (30) days only. Shipping dates are approximate and are based on prompt receipt of all necessary information. In the case of delay in furnishing complete information to SPCO, dates of shipment may be extended for a reasonable time. In the event SPCO provides transport services, these will be quoted as a lump sum price based on destination and shipping mode.

3. **Warranty** Z SPCO warrants new equipment or parts to be free from defects in materials and workmanship for a period of eighteen (18) months from the date of shipment or twelve (12) months from the date of startup or initial use, whichever comes first. SPCO SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR LIQUIDATED DAMAGES. NO EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. Repairs performed by SPCO are warranted against defects in workmanship and/or materials for a period of twelve (12) months from the date of shipment. SPCO will not be responsible for any removal or reinstallation charges or transportation charges in cases where equipment has failed under these warranty conditions. SPCO's sole obligation and Customer's sole remedy under this warranty is repair or replacement at SPCO's election. Customer agrees to provide SPCO reasonable and clear access to any equipment covered by this warranty which may include removal or materials or structures as well as supplying any equipment, materials or structures which are necessary to provide reasonable access to the equipment being repaired or replaced. Costs to remove and/or reinstall equipment for warranty purposes shall be the responsibility of Customer.

4. **Payment** Z All prices are net cash to be paid thirty (30) days after date of invoice. Customer agrees to make payment within that period. Discounts will apply only as



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Sales order: Date ...: 4/4/2014
Your ref.: Flowserve 0003MS Our ref: 187
Requisition: Paymer Net 30 Days
Quotation deadline.: 5/4/2014 Sales...:
Delivery Term: FOB Shipping Poin Name.: John A. Mingle, III

stated on the invoice. Invoices unpaid for thirty (30) days after issuance shall bear interest at the highest lawful rate due and payable on any invoiced account, which is delinquent and not paid within the stated terms. Should Customer for any reason fail to pay in accordance with these terms, Customer agrees to pay all collection costs, attorney's fees and expenses incurred in collecting payment.

A If Customer's financial condition is or becomes unsatisfactory to SPCO, SPCO reserves the right to (a) require payment from Customer on a cash in advance basis, (b) require a letter of credit or other acceptable security before shipment, (c) cancel shipment at any time prior to delivery without further obligation or liability on SPCO's part, (d) terminate any contract or obligation on the part of SPCO, or (e) require other special payment terms acceptable to SPCO to assure payment. All extensions of credit are subject to the approval of SPCO's credit department and management.

5. Taxes Z The amount of all federal, state or local taxes applicable to the sale, use, delivery or transportation of the equipment or services sold hereunder and all duties, imports, tariffs, and other similar levies shall be added to the contract price and paid by the Customer except where the Customer shall furnish an appropriate certificate of exemption.

6. Property Damage Z SPCO shall not be responsible for damage to topsoil or groundcover in connection with the work or service performed under this contract. SPCO shall not be responsible for claims arising from the pumping of water onto the ground which is necessary in connection with the service or work provided by SPCO. The customer agrees to hold SPCO harmless from claims arising out of damage caused by the pumping of water onto the ground.

7. Startup Z If the equipment supplied pursuant to this quotation has a warranty requirement, qualified SPCO personnel must be present during the initial equipment startup and commissioning. Failure to request and assure the presence of qualified SPCO personnel will void any warranty herein. Requests for startup must occur at least seven (7) days prior to the scheduled date of the startup.

8. Limitation of Liability Z The remedies set forth herein are exclusive and the total liability of SPCO with respect to this quotation, and any contract for goods or services arising from this quotation, or for any breach thereof, whether based on contract, warranty, torts (including negligence), indemnity, strict liability or otherwise, shall not exceed the quotation or sales price of the specific equipment or service which gives rise to the claim.

9. Setoff Z All amounts that Customer owes SPCO under this quotation shall be due and payable in accordance with the terms of the quotation. Customer shall not setoff such amounts or any portion thereof, whether or not liquidated, against sums which Customer asserts are due to it, its parent, affiliates, subsidiaries or other division under other transactions with SPCO.

10. Customer Cancellation Z Customer may cancel this order only upon written notice and payment to SPCO of reasonable and proper cancellation charges. In the event of cancellation, Customer must pay for all material, expense and labor costs incurred by SPCO in connection with the materials and services to be provided pursuant to this quotation, as well as all expenses relating to any specially fabricated materials and restocking charges.

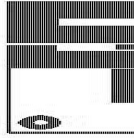
11. Assignment Z Neither party may assign this order or any portion thereof without the advance, written consent of the other party, which consent shall not be unreasonably withheld.

12. Waiver/Severability Z Failure by SPCO to assert all or any of its rights upon any breach by Customer shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment. No waiver of any right shall extend to or affect any other right Customer may possess nor shall such waiver extend to any subsequent similar or dissimilar breach.

A If any portion of these Terms are determined to be illegal, invalid or unenforceable for any reason, such provision shall be deemed stricken for the purposes of the dispute in question and all other provisions shall remain in full force and effect.

13. Applicable Law Z The contract involving the sale of the equipment and services covered by this quotation shall be interpreted in accordance with the laws of the State of Texas. This contract is performable in McLennan County, Texas and venue for any court action in any way relating to or arising out of this contract shall be McLennan County, Texas.

ACCEPTED BY:
COMPANY NAME: _____



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Your ref.	Flowserve 0003MS	Our ref:	187
Requisition		Paymer Net	30 Days
Quotation deadline..:	5/4/2014	Sales..:	
Delivery Term	FOB Shipping Poin	Name .:	John A. Mingle, III

PROJECT REFERENCE: _____

SIGNED ON DATE: _____

SIGNED: _____

PRINTED NAME: _____