

DATE: 5/06/2021

INVITATION TO BID
THIS IS NOT AN ORDER

Page: 5

BID NO.: 50-00134432

JEFFERSON PARISH
PURCHASING DEPARTMENT
P.O. BOX 9
GRETNA, LA. 70054-0009
504-364-2678

VENDOR: 27118 BLANK BID COPY VENDOR

BUYER: RSCOTT

As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. Quotations shall be based on F.O.B. Agency warehouse or jobsite, anywhere within the Parish as designated by the Purchasing Department.

JEFFERSON PARISH reserves the right to cancel all or any part of an order if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH is expecting all products to be new and all work to be done in workman-like manner, according to standard practices. Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

DELIVERY: FOB JEFFERSON PARISH	5/18/2021
INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES	_____
INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK	3
INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK	3

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form by placing the addendum number as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: 1

NUMBER: _____

NUMBER: _____

NUMBER: _____

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) _____

*** ALL BIDDERS MUST COMPLETE SECTION BELOW ***	
FIRM NAME:	Controlworx dba Process Pump & Equipment - a John H. Carter Co.
SIGNATURE: (Must be signed here)	TITLE: Application Engineer
PRINT OR TYPE NAME:	Jeff Parrozzo
ADDRESS:	36558 Hwy 30
CITY, STATE:	Geismar, LA
TELEPHONE:	ZIP: 70734
(225) 677-9292	FAX: ()
EMAIL ADDRESS:	jeff.parrozzo@johnhcarter.com; ppe.orders@johnhcarter.com

TOTAL PRICE OF ALL BID ITEMS: \$ 3,774.00

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00134432

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	1.00	EA	Purchase of (1) Peerless booster pump for the Jefferson Parish Water Dept. 0001 1x1.5-8STP8196 Peerless booster pump Exact - no substitutions Material only - no installs Purpose: new booster pump for the P3 LTM chlorine feed system. Pump must be exact replacement. No substitutions, no piping changes allowed. Ship To: East Bank Plant 3600 Jefferson Hwy, Bldg D Jefferson LA 70121 Attn: Mervin Graves	\$3,624.00	\$3,624.00
			FREIGHT	\$150.00	\$150.00
			TOTAL	\$3,774.00	\$3,774.00

PRICE SUMMARY

Customer : PROCESS PUMPS & EQUIPMENT

Proposal No: PPE211348

Inquiry No: 50-134432

Main Offer

ITEM NO	QTY	MODEL	SIZE	CONSTRUCTION	DRIVER RATING/FRAME	RPM	UNIT TOTAL	GRAND TOTAL
Chlorine Booster Pump	1	3196	1x1.5-8 STi	Ductile iron with 316SS impeller	20.0 hp/		3,774.00	3,774.00
TOTAL 1 units (Main offer) in USD-United States Dollars								3,774.00

PROCESS PUMPS & EQUIPMENT

May 11, 2021

Proposal No: PPE211348
Item No: Chlorine Booster Pump (Base Offer)
Inquiry No: 50-134432

Attn: Rae Lynn Hartman

MODEL: 3196 STi SIZE: 1x1.5-8/5V QTY: 1

Operating Conditions

SERVICE Booster Pump - P3 LTM Chlorine Feed System
LIQUID Sodium Hypochlorite Solution , Rated Temp. 70.0 deg F, SP.GR 1.000, Viscosity 1.000 cp, Rated/Max. suction pressure 0.0 / 0.0 psi g
CAPACITY Rated 65.0 gpm
HEAD 280.0 (ft)

Performance at 3500 RPM per HI 14.6 1B basis power

PUBLISHED EFFY 43.0% (CDS)
RATED EFFY 41.5% with contract seal
RATED POWER 11.0 hp (incl. Mech. seal drag 0.37). (Run out 18.3 hp)
NPSHR 3.3 ft
DISCH PRESSURE (R) 121.3 psi g (124.3 psi g @ Shut off) based on 0.0 psi g rated suction pressure
PERF. CURVE 2100-3 (Rotation CW viewed from coupling end)
SHUT OFF HEAD 287.1 ft
MIN. FLOW Continuous Stable: 19.4 gpm Hydraulic: 19.4 gpm Thermal: N/A

i-FRAME™



PRICE in USD	
Pump Unit	Incl
Driver	
Boxing	
Testing	
Freight	Incl
Total 1 Unit	3,774.00
Shipment: 2-3 DAYS: PPE STOCK	

Materials

CONSTRUCTION Ductile iron with 316SS impeller
CASING Ductile iron (max.casing pressure @ rated temp. 250.0 psi g)
ST.BOX COVER Ductile iron
IMPELLER 316SS - Open (7.8438 in rated, max=8.0000 in, min=5.0000 in)
CASING GASKETS Aramid Fiber with EPDM and Silicate Filler
IMPELLER O-RING Teflon
SHAFT MATERIAL SAE 4140
SHAFT SLEEVE 316SS
LUBRICATION Flood oil
SEAL CHAMBER Taper bore plus with axial ribs
GLAND 316SS Flush quench and drain
BEARINGS 6207 (Inboard) / 3306 (Outboard)

Sealing Method

MECHANICAL SEAL John Crane 5611Q X(1)F(50)1XO(58)1 (Carbon vs Silicon Carbide with Viton) - (Cartridge - Single)

Flanges

150# flat face

Frame Connections

- Bearing frame drain
- Frame cooler access
- Oil fill connection

Frame Features

- Ductile iron frame ring
- Inpro VBXX-D Hybrid Bearing Isolators
- Iron bearing frame
- Premium Severe Duty Thrust Bearings
- i-ALERT@2 Bluetooth Smart Equipment Health Monitor

Assembly and Testing

- Casing & Cover - Standard hydro test
- Impeller balanced to ISO G6.3

Painting

- Goulds Blue standard painting

Warranty

5 Year Extended Warranty (All the components, manufactured by ITT Goulds pumps, in the liquid end and power end are covered).

Noise Level Data

Maximum predicted sound pressures level pump only in Decibels (db) Re 0.0002 microbars measured 3ft horizontally and 5ft from the floor per QCP 580

Noise Level	31.5	63	125	250	500	1k	2k	4k	8k	A
Pump	61.0	58.0	62.0	71.0	63.0	62.0	68.0	60.0	64.0	72.0

Freight

FOB FREIGHT

Weights and Measurements

TOTAL NET UNIT WEIGHT / VOLUME **100.0 lb / 1.3 ft³**
 TOTAL GROSS UNIT WEIGHT / GROSS VOLUME **137.0 lb / 7.3 ft³**

Program Version 1.76.0.0

Drawing Revision Limit

Drawings returned with status approved as noted or revise and re-submit will be corrected and resubmitted only once. Thereafter, additional comments or revisions to these drawings will incur a charge of \$250 per drawing.

This proposal reflects the intended scope from the customer specifications supplied at the time of quotation. Additional specifications, requirements and scope presented at time of award or during order execution outside the original bid scope request, is subject to a change order with a potential cost and lead-time impact. ITT reserves the right to present engineering charges for more than two revision cycles on submittal drawings, provided these two revision cycles cover the intent of the specifications. ITT requires customer to provide all drawing comments applicable to the specification within the first submission return.

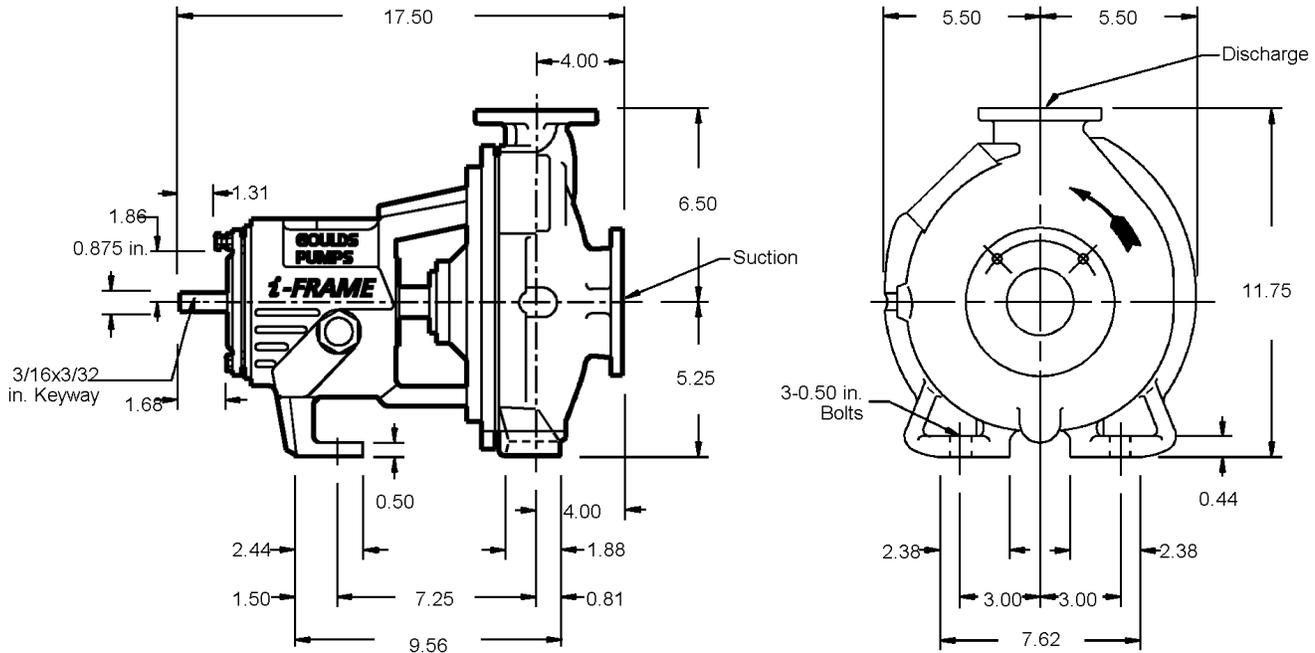
Our offer does not include specific review and incorporation of any Statutory or Regulatory Requirements and the offer is limited to the requirements of the design specifications. Should any Statutory or Regulatory requirements need to be reviewed and incorporated then the Customer is responsible to identify those and provide copies for review and revision of our offer.

Our quotation is offered in accordance with our comments and exceptions identified in our proposal.

ITT Inc. ('ITT') submits this proposal as the coronavirus (COVID-19) pandemic ('COVID-19') is impacting organizations and its supply chains around the world. ITT is carefully monitoring our supply chain and production facilities as it relates to this proposal but, given the fluid nature of this pandemic, shall not be liable for impacts arising from COVID-19 and accordingly shall be entitled to any adjustments as it relates to time or cost impacts which directly or indirectly resulting out of or arise in connection with COVID-19. Notwithstanding anything contained in this proposal to the contrary, ITT Inc. further reserves the right to modify or amend any statement made within this proposal due to any impacts arising from COVID-19.

[Click here](#) to download the pump Bulletin

[Click here](#) to learn more about the new *i-FRAME™*



Pump Specification

SUCT.FLANGE SIZE	1.5"	DRILLING	ANSI 150#	FACING	FF	FINISH	SERRATED
DISCH.FLANGE SIZE	1"	DRILLING	ANSI 150#	FACING	FF	FINISH	SERRATED
PUMP ROTATION (LOOKING AT PUMP FROM MOTOR)				CW			
TYPE OF LUBRICATION	FLOOD OIL			COOLED	NO		
TYPE OF STUFFING BOX	TAPER BORE PLUS WITH AXIAL RIBS			COOLED	NO		
TYPE OF SEALING	MECHANICAL SEAL						

Weights and Measurements

PUMP	100.0 lb
MOTOR	1b
BASEPLATE	1b
TOTAL	100.0 lb
GR.VOLUME w/BOX	7.3 ft ³
GR.WEIGHT w/BOX	137.0 lb

Motor Specification

MOTOR BY	MOUNT BY	MFG.
FRAME	POWER	20.0 hp
PHASE	FREQUENCY	RPM
INSULATION	S.F.	VOLTS
ENCLOSURE		

Auxiliary Specification

COUPLING BY	CPLG TYPE
CPL GUARD BY	CPLG GUARD MATL
BASEPLATE	
MECH.SEAL	JOHN CRANE 5611Q X(1)F(50)IXO(58)1 (CARBON VS SILICON CARBIDE WITH VITON)

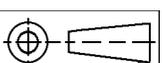
Notes and References

- DISCHARGE FLANGE HAS 4-1/2-13 UNC TAPPED HOLES
FOR PUMP TAPPED OPENINGS REFER TO DWG.: TPPE211348 / Chlorine Booster Pump

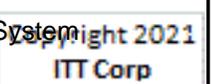
DRAWING IS FOR REFERENCE ONLY.
NOT CERTIFIED FOR CONSTRUCTION UNLESS SIGNED.

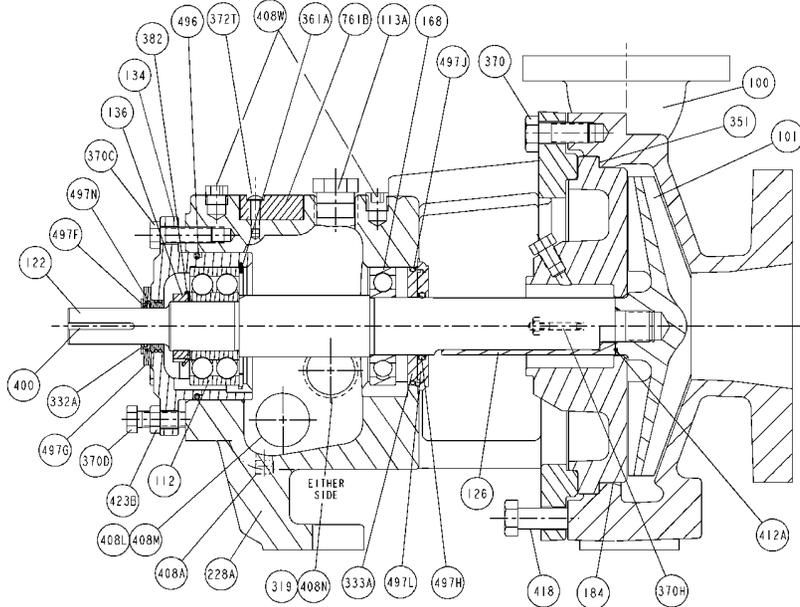
Customer: PROCESS PUMPS & EQUIPMENT
Serial No:
Customer P.O. No:
Item No: Chlorine Booster Pump (Base Offer)
End User: Jefferson Parish Water Department
Service: Booster Pump - P3 LTM Chlorine Feed System

DRAWING NO PPE211348/Chlorine Booster Pump



All dimensions are in inches.
Drawing is not to scale
Weights (lbs) are approximate





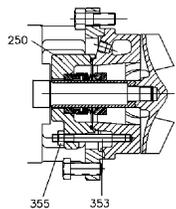
* Recommended spare parts
Items not illustrated

BILL OF MATERIAL

ITEM	QTY	PART NAME	MATERIAL	ASTM#
100	1 *	CASING	Ductile Iron	A395-88 GRADE 60-40-18
101	1 *	IMPELLER W/O-RING	Austenitic Stainless Steel 31	A744 GRADE CF-8M
112	1 *	BALL BEARING OUTBOARD		
113A	1 *	PIPE, PLUG OIL FILL	CARBON STEEL	
122	1 *	SHAFT	Calcium-Aluminum Treated	A434 GRADE 4140, CLASS BC
126	1 *	SHAFT SLEEVE	316 Stainless Steel	A276 TYPE 316
134	1 *	BEARING HOUSING	Gray Iron	A48 CLASS 25B
136	1 *	BEARING LOCK NUT	STEEL	
168	1 *	BALL BEARING (INBOARD)		
184	1 *	ST BOX COVER	Ductile Iron	A395-88 GRADE 60-40-18
228A	1 *	FRAME	Ductile Iron	A536-84 GRADE 60-42-10
319	1 *	SIGHT WINDOW		
332A	1	LAB SEAL OB		
333A	1	LAB SEAL IB		
351	1 *	CASE GASKET	Aramid Fibers with EPDM R	
353	4 *	GLAND STUD	304 Stainless Steel	A276/F594 TYPE 304
354	4 *	GLAND WASHER	304 Stainless Steel	A276/F594 TYPE 304
355	4 *	HEX NUT (GLAND STUD)	304 Stainless Steel	A276/F594 TYPE 304
357K	2 *	NUT, HEX (COVER TO ADAPT)	304 Stainless Steel	A276/F594 TYPE 304
358N	3 *	GLAND PLUG	316 Stainless Steel	A276 TYPE 316
361A	1	RETAINING RING BRG HSG	CARBON STEEL	
370	8 *	H CAP SCREW (FRAME-CASE)	Chromium-Molybdenum/ Xyl	A193 GRADE B7
370B	4 *	H CAP SCREW (FRAME-ADPTR RING)	304 Stainless Steel	A276/F594 TYPE 304
370C	3 *	H CAP SCREW (BRG HSG-FRAME)	304 Stainless Steel	A276/F594 TYPE 304
370D	3 *	H CAP SCREW (IMPLR ADJ)	304 Stainless Steel	A276/F594 TYPE 304
370H	2 *	STUD (COVER TO FRAME)	304 Stainless Steel	A276/F594 TYPE 304
382	1	BEARING LOCKWASHER	STEEL	
383	1 *	MECHANICAL SEAL		
400	1	SQ END KEY (CPLG)	Carbon Steel	A108 GRADE 1018-B1112/GRADE 1020-
408A	1 *	PIPE PLUG (OIL DRAIN)	STEEL	
408L	1 *	PIPE PLUG (COOLING INLET)	MAL IRON	
408M	1 *	PIPE PLUG (COOLING OUTLET)	MAL IRON	
408N	1 *	PIPE PLUG (SIGHT WINDOW)	MAL IRON	
412A	1 *	O-RING IMPLR	PTFE	GRADE 6C
418	2 *	H TAP BOLT	304 Stainless Steel	A276/F594 TYPE 304
423B	3 *	JAM NUT (BRG HSG)	304 Stainless Steel	A276/F594 TYPE 304
496	1 *	O-RING BRG HOUSING	Nitrile	
497F	1 *	O-RING LAB SEAL	Fluorocarbon, Viton	
497G	1 *	O-RING LAB SEAL	Nitrile	
497H	1 *	O-RING LAB SEAL	Fluorocarbon, Viton	
497J	1 *	O-RING LAB SEAL	Nitrile	
497L	1 *	O-RING	Fluorocarbon, Viton	
497N	1 *	O-RING	Fluorocarbon, Viton	
503	1	ADAPTER, RING	Ductile Iron	A536-84 GRADE 60-42-10
761B	1 *	i-ALERT		
902	1 *	KIT, MAINTENANCE		
906	1 *	KIT, REPAIR		

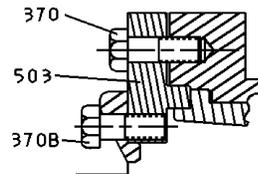
SEAL CHAMBER

TAPER BORE-TM PLUS



REFER TO SEAL DRAWING NO. HSP-38062

FRAME/CASING



Customer: PROCESS PUMPS & EQUIPMENT
Serial No:
Customer P.O. No:
Item No: Chlorine Booster Pump (Base Offer)
End User: Jefferson Parish Water Department
Service: Booster Pump - P3 LTM Chlorine Feed System

Copyright 2021
ITT Corp

DRAWING NO PPE211348/Chlorine Booster Pump

Job/Inq.No. : 50-134432
 Purchaser : PROCESS PUMPS & EQUIPMENT
 End User: Jefferson Parish Water Department Issued by : Jeff Parrozzo
 Item/Equip.No. : Chlorine Booster Pump (Base Offer) Quotation No. : PPE211348 Date : 05/11/2021
 Service : Booster Pump - P3 LTM Chlorine Feed System
 Order No. : Certified By : Rev. : 0

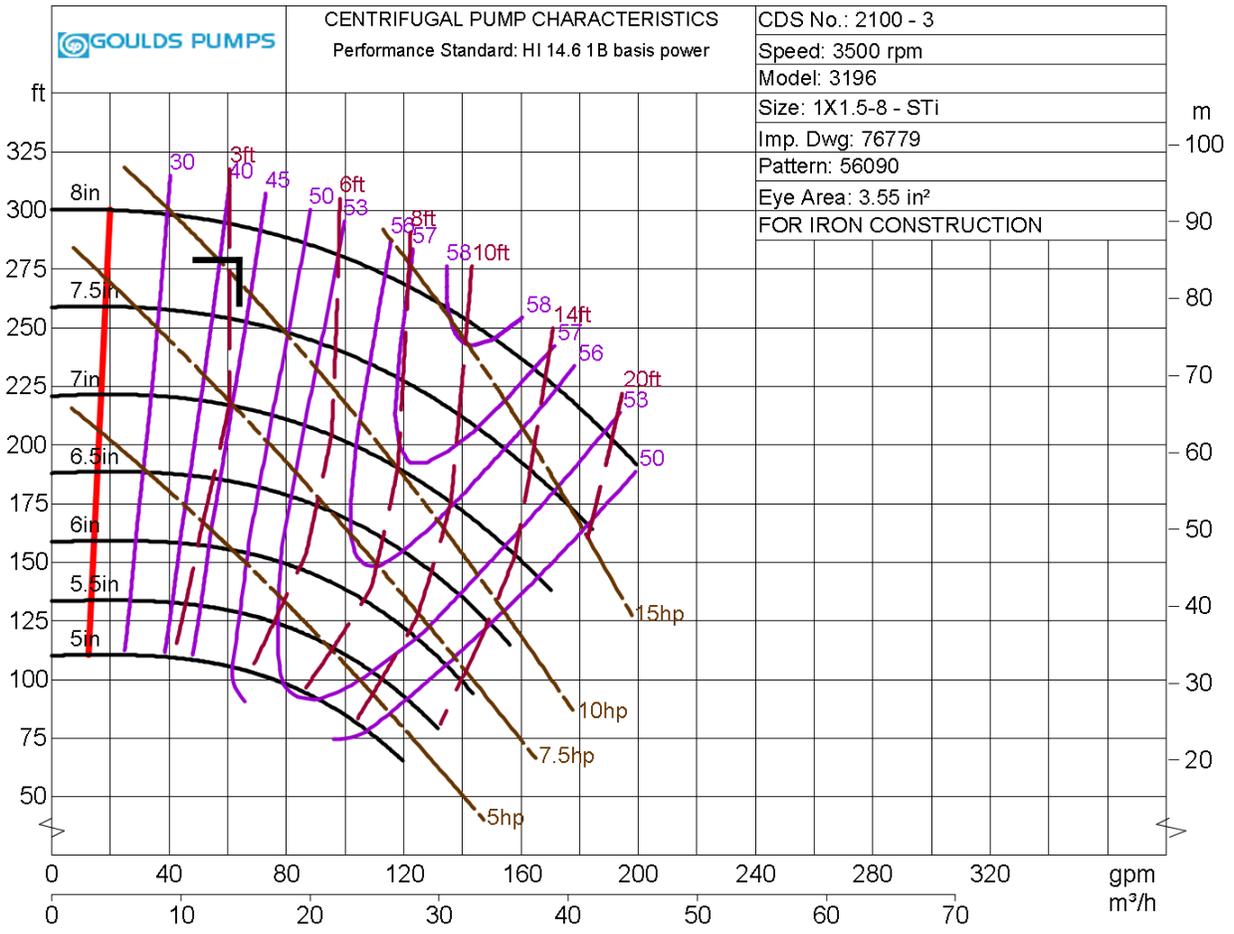
Operating Conditions

Liquid: Sodium Hypochlorite Solution
 Temp.: 70.0 deg F
 S.G./Visc.: 1.000/1.000 cp
 Flow: 65.0 gpm
 TDH: 280.0 ft
 NPSHa:
 Solid size:
 % Susp. Solids (by wtg):

Pump Performance

Published Efficiency: 43.0 %
 Rated Pump Efficiency: 41.5 %
 Rated Total Power: 11.0 hp
 Non-Overloading Power: 18.3 hp
 Imp. Dia. First 1 Stg(s): 7.8438 in
 NPSHr: 3.3 ft
 Shut off Head: 287.1 ft
 Vapor Press:
 Suction Specific Speed: 6,693 gpm(US) ft
 Min. Hydraulic Flow: 19.4 gpm
 Min. Thermal Flow: N/A
 Max. Solids Size: 0.3440 in

- Notes:**
1. Power and efficiency losses are not reflected on the curve below.
 2. Curve shown is at ambient temperature conditions.



Job/Inq.No. : 50-134432
 Purchaser : PROCESS PUMPS & EQUIPMENT
 End User : Jefferson Parish Water Department Issued by : Jeff Parrozzo Rev. : 0
 Item/Equip.No. : Chlorine Booster Pump (Base Offer) Quotation No. : PPE211348 Date : 05/11/2021
 Service : Booster Pump - P3 LTM Chlorine Feed System

Order No. : Certified By :

Operating Conditions

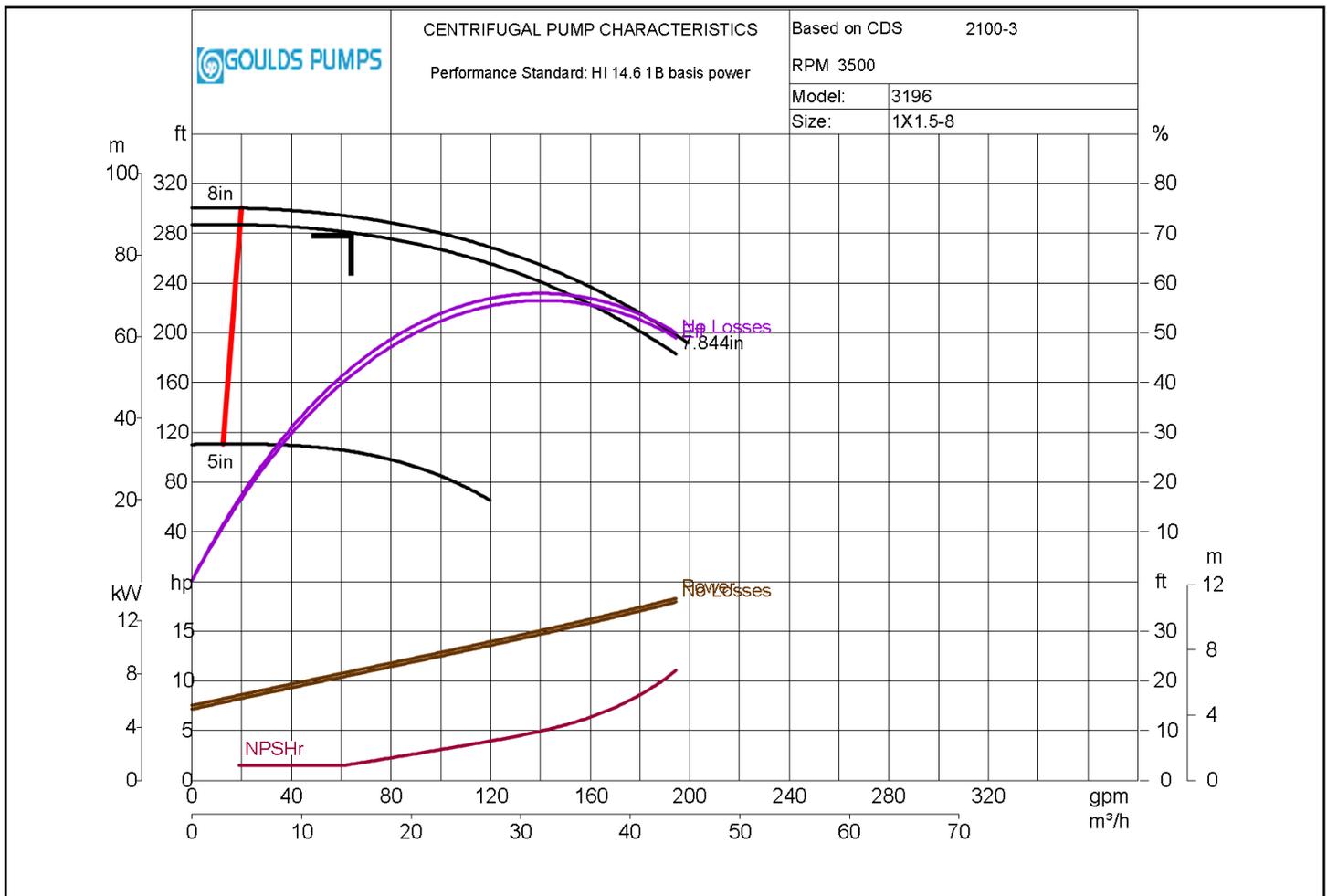
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 Rated Total Power: 11.0 hp Min. Thermal Flow: N/A
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 Imp. Dia. First 1 Stg(s): 7.8438 in
 NPSHr: 3.3 ft Shut off Head: 287.1 ft
 Max. Solids Size: 0.3440 in % Susp. Solids (by wtg):

Vapor Press:

Notes: 1. Curve shown is at ambient temperature conditions.



Viscosity corrections have been performed in accordance with HI 9.6.7-2015

CANCELLATION SCHEDULE

Planned Shipment (weeks)	Elapsed Time - Date of Order to Date of Cancellation (weeks)																	
	0 to 2	2.01 to 4	4.01 to 6	6.01 to 8	8.01 to 12	12.01 to 16	16.01 to 20	20.01 to 24	24.01 to 28	28.01 to 32	32.01 to 36	36.01 to 40	40.01 to 44	44.01 to 48	48.01 to 52	52.01 to 56	56.01 to 60	60.01 to 64
Up to 8	20	50	75	100														
8.01 to 12	15	40	60	80	100													
12.01 to 16	10	25	45	60	85	100												
16.01 to 20	10	15	25	45	65	85	100											
20.01 to 24	10	10	20	25	50	70	90	100										
24.01 to 28	10	10	15	20	25	50	70	90	100									
28.01 to 32	10	10	10	15	20	35	60	75	90	100								
32.01 to 36	10	10	10	15	20	25	50	60	85	95	100							
36.01 to 40	10	10	10	10	15	25	50	60	70	85	95	100						
40.01 to 44	10	10	10	10	15	25	45	55	65	80	90	95	100					
44.01 to 48	10	10	10	10	15	25	45	55	60	65	80	90	95	100				
48.01 to 52	10	10	10	10	15	20	40	50	55	60	70	85	90	95	100			
52.01 to 56	10	10	10	10	15	20	35	50	55	60	70	80	85	90	95	100		
Above 56	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*

Note: The above cancellation rates apply to manufactured equipment only. Any sub-supplier cancellation charges are not reflected above, and would apply accordingly.

* to Be Assigned

JOHN H. CARTER CO., INC.

CONTROLWORX, L.L.C.

Terms And Conditions Of Sale

NOTE: These Terms and Conditions of Sale control the rights and responsibilities of the parties in connection with goods and/or services sold to any customer or purchaser of goods or services hereunder (hereinafter, "Buyer") by John H. Carter Co., Inc, its affiliates and/or its subsidiary, ControlWorx, L.L.C. (individually and/or collectively "Seller"). Please read this document carefully because of its significant legal consequences.

1. ACCEPTANCE: Acceptance by Seller of Buyer's order or proposal is expressly made conditional on assent to these Terms and Condition of Sale, either by written acknowledgement or by conduct by Buyer that recognizes the existence and controlling nature of these Terms and Conditions of Sale.

2. FORM OF CONTRACT AND NO WAIVER: Seller will not be deemed to have accepted any proposal or sales order through course of dealing, performance, implied consent, or waiver. Specifically, but without limitation, Seller's (i) supplying products or performing services in response to Buyer's purchase order or proposal, and/or (ii) failing to complain of Buyer's non-compliance with these Terms and Conditions of Sale or the presence of any conflicting terms and conditions in any other purchase order or similar document, and/or (iii) accepting payment for products or services, shall not be construed as acceptance of any terms and conditions proposed by Buyer. No attempted modification by Buyer of these Terms and Conditions of Sale will be effective against Seller unless expressly accepted in a writing signed by Seller's competent authority who has the express authority by Seller to make such agreements.

3. CONFLICTING PROVISIONS VOID: Seller hereby objects to and rejects any terms and conditions included in Buyer's purchase order or other writing or modification that conflict with these Terms and Conditions of Sale. Any inconsistent terms and conditions contained in Buyer's purchase order, terms and conditions, or any other writing that represents Buyer's offer are not a part of the agreement between Seller and Buyer and shall have no effect.

4. PAYMENT: Payment terms are net cash twenty (20) days from the date of Seller's invoice. Should a single order of a group of orders for a single project (from a single Buyer) exceed \$100,000, progress payments will be required. Such progress payments will be made on the basis of one third of the total price being due upon acceptance of order, one third due upon 50% completion, and one third due at completion, unless otherwise agreed in writing. If payment is not made when due, the unpaid balance will be subject to a finance charge of two percent (2%) of the unpaid balance per month or at the highest interest rate allowed by law, whichever is lesser. The amount of all finance charges will be added to the balance owed to Seller. If Buyer fails to pay any invoice when due, or if the financial condition or credit of Buyer becomes unsatisfactory to Seller, Seller, at its sole option and without affecting any other lawful remedy, may change the terms of payment or suspend work and further deliveries, or both, until Buyer provides security or other assurances of performance as demanded by Seller. In the event Seller institutes legal or collection action against Buyer for non-payment, Buyer shall be liable to Seller for all reasonable costs and attorney's fees incurred by Seller in connection therewith. In the event of a dispute between Seller and Buyer regarding any separate sale(s), purchase(s), project(s), or service(s), Buyer shall not be entitled to withhold payments due Seller as a setoff for claims based on separate sale(s), purchase(s), project(s), or service(s).

5. LIMITED WARRANTY: Subject to the limitations contained below, Seller warrants that goods manufactured by Seller or consumables and services provided by Seller will be free from defect in materials and workmanship under normal care and use until the expiration of the applicable warranty periods hereafter set forth. Said goods are warranted for eighteen (18) months from the date of shipment or twelve (12) months from date of initial operation, whichever is the lesser. Said consumables and services are warranted for a period of ninety (90) days from the date of shipment or provision. If Buyer discovers any warranty defects and notifies Seller thereof in writing and during the applicable warranty period, Seller shall, at its sole discretion, promptly correct any errors that are found by the Seller in the services, or repair or replace at its manufacturing or service facility that portion of the goods found by Seller to be defective, or refund the purchase price of the defective goods/services. All replacements or repairs necessitated by inadequate maintenance, normal wear and usage, unsuitable environmental conditions, accident, misuse, or by improper installation, modification, repair, storage, or handling, or any other cause not the fault of Seller, are not covered by this limited warranty, and shall be at Buyer's expense. Seller shall not be obligated to pay any costs or charges incurred by Buyer or any other party except as may be agreed upon in writing and in advance by an authorized Seller representative. All costs of transportation and time and expenses of Seller's personnel for site travel and diagnosis under this warranty clause will be borne by Seller if it is determined to be a warrantable repair. If Seller determines that it is not a warrantable repair, these same costs shall be borne by the Buyer. Goods repaired and parts replaced during the warranty period shall be warranted for the remainder of the original warranty period or ninety (90) days, whichever is longer. This limited warranty is the sole warranty made by Seller and can be amended only in writing signed by an authorized representative of Seller.

Products purchased by Seller from a third party for resale to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. Buyer agrees that Seller has no liability for Resale Products other than making a reasonable commercial effort to arrange for procurement and shipping of the Resale Products. OTHER THAN AS EXPRESSED ABOVE, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AT LAW, BY CONTRACT, OR OTHERWISE, AS TO THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO ANY OF THE GOODS, CONSUMABLES OR SERVICES.

6. LIMITATION OF REMEDY AND LIABILITY: In no event, regardless of the form of the claim or cause of action (including but not limited to claims based in contract, patent or trademark infringement, negligence, strict liability, other tort, or otherwise), shall Seller's liability to Buyer and/or its affiliates exceed the contract price. The parties agree that in no event shall either party's liability to the other and/or their affiliates extend to include incidental, consequential, punitive, or exemplary damages. The term "consequential damages" shall include, but not be limited to, lost or deferred production, loss of anticipated profits, loss of use, loss of revenue, and cost of capital.

7. DELIVERY: Seller's obligation is to deliver the goods F.O.B. Seller's warehouse, place of manufacture, or other place from which the goods are actually shipped within the U.S.A., at which point risk of loss shall pass to Buyer. Freight will be prepaid and added to invoice. Delivery dates given to Buyer in any manner are approximate. Seller will not be liable for failure to make delivery or delay in making delivery that directly or indirectly results from or is contributed to by any cause beyond Seller's reasonable control, including but not limited to: fire, flood or other acts of God; strikes or other labor disagreements; accidents; acts or requirements of government or civil authorities; riot; war; embargo; shortages of labor, material or energy; delays in transportation; failures or delays by subcontractors or suppliers; or necessary changes in production or shipment schedules. In the event of such delay, Seller will have the right to apportion available supplies among its customers, including Buyer, in any manner that Seller decides to be fair and reasonable, and any delivery date will be postponed for a period of time equal to the delay. If shipments are held at Seller's premises at request of Buyer, invoices will be rendered for all completed goods as though actually shipped, and Buyer will also pay Seller for all extra expenses incurred.

8. CANCELLATION BY BUYER: Buyer may cancel its order, or any part of it, by sending written notice of cancellation to Seller and by paying Seller a reasonable cancellation fee. The reasonable cancellation fee will be determined by Seller and will reflect, among other factors: the expenses already incurred, other commitments made by Seller, sales and administrative overhead, and profits. If Buyer has received any price discounts due to the quantity of goods ordered by Buyer, but has not purchased the applicable quantity at the time of cancellation, Buyer must also pay to Seller the difference between the price Buyer paid and the price it would have been paid had Seller's price been based on the quantity actually purchased.

8b. RETURNS: Credit for returned goods can only be considered for material returned with our permission and issuance of a John H. Carter Company returned goods authorization number (RGA#). Credit will be subject to our inspection and confirmation that the material is new, unused and in the original packaging. Returns must be made within 90 days of receipt by customer. Credit can only be allowed for items normally carried in JHC inventory. If material is special-ordered at the customer's request, credit for return will be subject to the discretion and policies of the respective vendor or factory involved.

9. PRICES: Unless otherwise specified by Seller, Seller's prices for the goods shall remain in effect for thirty (30) days from the date of Seller's quotation or acceptance of the order for the goods, whichever occurs first; provided an unconditional, complete authorization for the immediate manufacture and shipment of the goods pursuant to Seller's standard invoicing procedures is received and accepted by the Seller from the Buyer within such time period. After such thirty (30) day period, Seller shall have the right to revise the price of the goods up to Seller's price in effect for the goods at the time the order is released by Buyer and Seller prior to final manufacture and shipment; provided, however, that any such price revision for goods manufactured by the Seller shall not exceed seven percent (7%) during the six (6) month period following the date of Buyer's order or Seller's quotation, whichever occurs first. The price for any Resale Products shall be Seller's price in effect at the time of shipment to Buyer.

10. PATENTS: Seller warrants that goods manufactured by Seller and sold pursuant to these Terms and Conditions of Sale, or their use as provided below, do not infringe any valid U.S. Patent in existence as of the date of delivery. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and if Seller is affected, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller's warranty as to use only applies to infringements arising solely out of the inherent operation (i) of such goods or (ii) of any combination of goods sold hereunder in a manner designed by Seller. This warranty shall not apply to goods manufactured by Seller specifically for Buyer according to Buyer's specifications.

11. INSTALLATION: All goods shall be installed by and at the expense of the Buyer.

12. TAXES: Any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling, or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax or Gross Receipts Tax may, at Seller's option, be added to the price hereinafter specified.

13. SOFTWARE AND FIRMWARE: Notwithstanding any other provision herein to the contrary, Seller or applicable third party owner shall retain all rights of ownership and title in its respective firmware and software, including all copyrights relating to such firmware and software and all copies of such firmware and software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, royalty free license to use firmware and software, and copies of firmware and software, incorporated into the Goods only in conjunction with such Goods and only at the Buyer's plant site where the Goods are first used. Buyer may negotiate with Seller separate licenses to use such copies and firmware and software at other plant sites. Buyer's use of certain firmware (as specified by Seller) and all other software shall be governed exclusively by Seller's and/or third party owner's applicable license terms.

14. COMPLIANCE WITH CERTAIN LAWS: Unless otherwise expressly provided herein, the goods shall be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, and Executive Order 11246 the provisions of which are incorporated herein by reference.

15. ASSIGNMENT: Buyer shall not (by operation of law or otherwise) assign its rights or delegate its performance hereunder without the prior written consent of Seller, and any attempted assignment or delegation without such consent shall be void.

16. INDEMNIFICATION: Buyer shall release, defend, indemnify, and hold Seller harmless against liability or obligation, whether in contract, tort (including but not limited to negligence and strict liability) or otherwise, with respect to any expense, loss, injury or damage to Buyer and to any other person or entity resulting from goods subjected to: (a) improper installation or storage; (b) accident, damage, abuse or misuse; (c) abnormal operating conditions or applications; (d) operating conditions or applications above the rated capacity of the goods; (e) operating conditions or applications not made known to or contemplated by Seller at the time of the agreement; or (f) a purpose or application other than or varying in any degree from that for which the goods were designed.

17. GOVERNING LAW: The validity, interpretation, and performance of these Terms and Conditions of Sale and any dispute connected therewith shall be governed and construed in accordance with the laws of the State of Louisiana, excluding its conflicts of laws rules.

18. ENTIRE AGREEMENT AND SAVINGS CLAUSE: These Terms and Conditions of Sale (and any of Seller's purchase or work orders in connection therewith) constitute a complete and exclusive statement of the agreement between Seller and Buyer. These Terms and Conditions of Sale control over any conflicting provision in any purchase or work order issued by Seller. There are no other promises, conditions, understandings, representations or warranties. All provisions are severable, and if any of these Terms and Conditions of Sale are found by a court of competent jurisdiction to be unenforceable, then the Terms and Conditions of Sale shall be deemed modified only to the extent necessary to make them enforceable.

19. EXPORT CONTROLS STATEMENT: The items that are sold and shipped to Buyer pursuant to any order/invoice are subject to the export laws of the United States and perhaps other countries as well. Seller and its subsidiaries are committed to compliance with all relevant export control laws. Buyer shall cooperate with any U.S. and foreign regulatory requirement or any government inquiry, audit, investigation or other inquiry, upon notice to Buyer by Seller or any relevant government or government agency, department, or division. If Buyer intends to resell or re-export these products to another country(ies), Buyer is hereby notified and aware that these products are sold and/or exported by Seller in accordance with U.S. export control laws. Buyer is hereby notified and aware that compliance with these laws is mandatory on all parties anywhere in the world under U.S. law and diversion of products or acts contrary to U.S. relevant foreign export laws is prohibited and may subject Buyer to significant penalties and other sanctions. Moreover, Buyer shall release, defend, indemnify and hold Seller harmless from are against any liability or obligation (including, but not limited to, penalties, other sanctions, and defense costs) arising from or in any way connected to Buyer's failure to comply with such laws or to cooperate with such government entities.

20. HIRING OF EMPLOYEES: Buyer agrees that during the execution of the Services by Seller, and for a period of 24 months after completion of the Services, Buyer will not directly or indirectly, individually or as a shareholder, investor, advisor, partner, member, manager, owner, director, officer, employee, consultant or agent of any corporation, partnership, limited liability company, or any other entity (a) solicit, encourage or have contact with any of Seller employees for the purpose of encouraging them to end their employment with Seller; (b) hire any employee of Seller; (c) solicit, encourage or have contact with any of Seller contractors or their employees for the purpose of encouraging them to end their relationship with Seller; or (d) hire any Seller contractor or employee of a Seller contractor.

If Buyer breaches this Section 20, in addition to any and all other remedies available to Seller in law or equity, Buyer shall pay as damages, and not as a penalty, \$125,000 for each breach. The parties agree that the foregoing damages shall not preclude Seller from obtaining any further damages, in law or in equity, in connection with any and all breaches in this Section 20. In addition Buyer agrees that in the event that Seller institutes or becomes involved in any action to enforce or defend this Section 20, Seller shall be entitled to recover from Buyer its reasonable attorney's fees and costs related to such action.