

Clearwater Gas

ANGI Quotation Number **QS0228728 Rev. 0 BUDGETARY** | December 21, 2018

Attention: Bob Jaeger

Submitted by email: [bob.jaeger@clearwatergas.com](mailto:bob.jaeger@clearwatergas.com)



*Note: Photos are for reference only and may not reflect exactly actual equipment offered.*

## 1. ANGI NG300G Portable Trailer Package

### 1A. ANGI NG300G Simplex Compressor Package

- Ariel JGQ/2, 4 stage reciprocating compressor
- 682 SCFM capacity @ 98 PSIG compressor inlet pressure (236 HP) 4500 PSIG discharge – design 1/maximum
- 377 SCFM capacity @ 50 PSIG compressor inlet pressure (155 HP) 4500 PSIG discharge – design 2
  - 342 SCFM flow capacity @ 43 PSIG compressor inlet pressure (147 HP) – minimum
- Flows calculated at 105 deg F ambient
- Gas cooling to 15 deg F above ambient temperature
- Standard ANGI enclosure & exhaust design
- **Inlet pressure regulated by others as required**
- 276 BHP, Caterpillar Model 3406TA natural gas engine with electric starting system, 120V lube oil heater, and 120V coolant heater
- Allen Bradley CompactLogix PLC with Red Lion 7" color touch screen interface
  - Centralized control of equipment
  - Incorporated communication panel with data logging, fault notification and web hosted remote monitoring via cellular modem
- Protective enclosure includes sound attenuation, interior light, and gas detector
- Standard operating temperatures -20 to 105°F
- Complete trailer package weight TBD

**NOTES:** The Caterpillar engine factory emission rating is US EPA Stationary use and NSPS (New Source Performance Standard) compliant by utilizing a three-way catalyst and air fuel ratio controller with NOx emissions levels of 0.25 g/HP/hr, CO emissions levels of 0.30 g/HP/hr and NMNEHC emissions levels of 0.20 g/HP/hr. It is the customer's responsibility to coordinate and complete local site emissions testing to demonstrate compliance to the US EPA NSPS. The customer **MUST** confirm the emissions values for this engine meet the permit, and it is their responsibility to ensure that they are in compliance with the applicable regulation or permit.

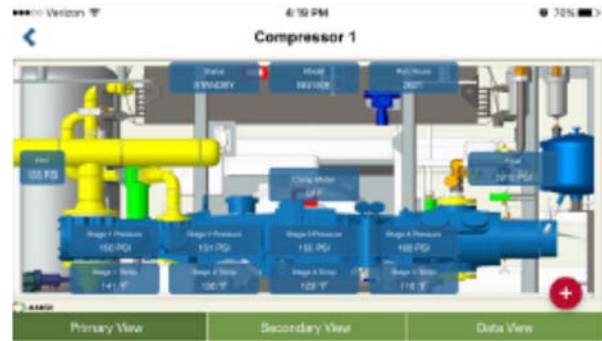
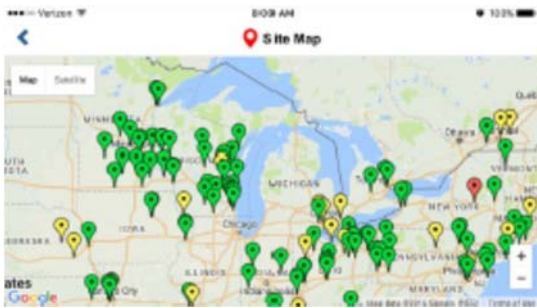
Pricing for any additional local, state, or federal air quality requirements, permits, or certificates, if applicable, are not included in this proposal and are the responsibility of the customer.

This compressor package does not have 3<sup>rd</sup> party certification as standard. This certification can be provided for additional cost. Recommended spare parts are shown in the optional equipment section, not included in the base proposal.

ANGI Contact: Graham Barker – (203) 394-7889 [gbarker@angienenergy.com](mailto:gbarker@angienenergy.com)

ANGI Energy Systems, LLC p 800 955 4626 w [angienenergy.com](http://angienenergy.com) e [sales@angienenergy.com](mailto:sales@angienenergy.com)

P.O. Box 5216 Janesville, WI USA 53547-5216



- For current and future ANGI Energy customers, the **ANGI CNG Live** application makes checking the status of your ANGI compressed natural gas (CNG) equipment easier than ever. The application provides you with 24/7 remote access to the operating status of your ANGI CNG sites from anywhere in the world. See brochure for more details.



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- 1B. CNG Dryer
- Single non- regen tower with dewpoint sensor
  - Rated 750 SCFM at 100 PSIG
  - Estimated 2 PSI pressure drop at above flow
  - Mounted on trailer - unenclosed

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- 1C. Compressor Discharge Buffer Storage
  - Small volume storage vessels to help prevent the compressor from “deadheading” during fueling
  - Mounted on trailer - unenclosed
- 1D. ANGI Fast Fill Hose Post
  - Single 1" line supply
  - Single OPW CT1000 nozzle
  - 15' Hose Length with retractor included (3/8" fill with 3/8" vent)
  - Hose assembly is pressure tested
  - Pressure/temperature compensation
  - ESD pushbutton located close to fill hose
  - Mounted on trailer - unenclosed
- 1E. Valve Panel
  - One (1) unmetered compensated fast fill hose post outlet
  - One (1) unmetered/uncompensated trailer outlet connection for connection to existing site valve panels
  - Equipped with manual isolation valves and ESD valves
  - Mounted on trailer
- 1F. Power Distribution Panel
  - One (1) 120V power distribution panel in a NEMA 3R enclosure with circuit breakers/fuses for all on skid components.
  - Mounted on trailer
- 1G. Remote ESD Button
  - One (1) ESD button attached to a 25' cord to comply with NFPA 52.
- 1H. Battery Charger
  - One (1) Class 1, Division 1 Explosion Proof battery charger.
- 1I. ANGI Trailer Integration:
  - All the above equipment is factory mounted and integrated onto a common trailer
  - Includes piping and supports along with skid wiring for all components
  - Off-skid plumbing required by contractor for gas service to and from the trailer
  - Off-skid electrical required by contractor to the trailer
- 2. **Trailer Connection Materials**
  - One 3" x 20' long flexible quick connect hose for compressor inlet
  - One ¾" x 20 long flexible quick connect hose for compressor outlet to site
  - Does not include site pressure regulator and relief valve, isolation valves etc.

## 3. Estimated Start-up and Orientation

All ANGI Commissioning Services contained in this proposal are based upon a Time & Materials format. The dollar amount included in the pricing sheet is an **ESTIMATED ALLOWANCE** amount anticipated for this service. It is based upon travel, expenses and labor for one (1) ANGI technician and one (1) local CAT technician for three (3) days onsite. All work is planned to be undertaken during normal working hours.

Plumbing, Electrical and other appropriate contractors must be present or readily available during startup, and vehicles will be required during the commissioning period. As there are many site conditions outside of ANGI's control, the actual cost to perform this service will be invoiced based upon the technicians' and engineer's time on site, expenses etc. in accordance with ANGI Published Service Rates.

Commissioning of the ANGI supplied equipment will include the following:

- Review/check installation by site contractor
- Verify wiring and communication between all components
- Start compressor and fill a vehicle/trailer
- Verify operation of safety systems
- Perform basic station orientation/training

## 4. Estimated Shipping to Site of All Listed Equipment

- This cost covers towing the trailer from Janesville, WI to Clearwater, FL.

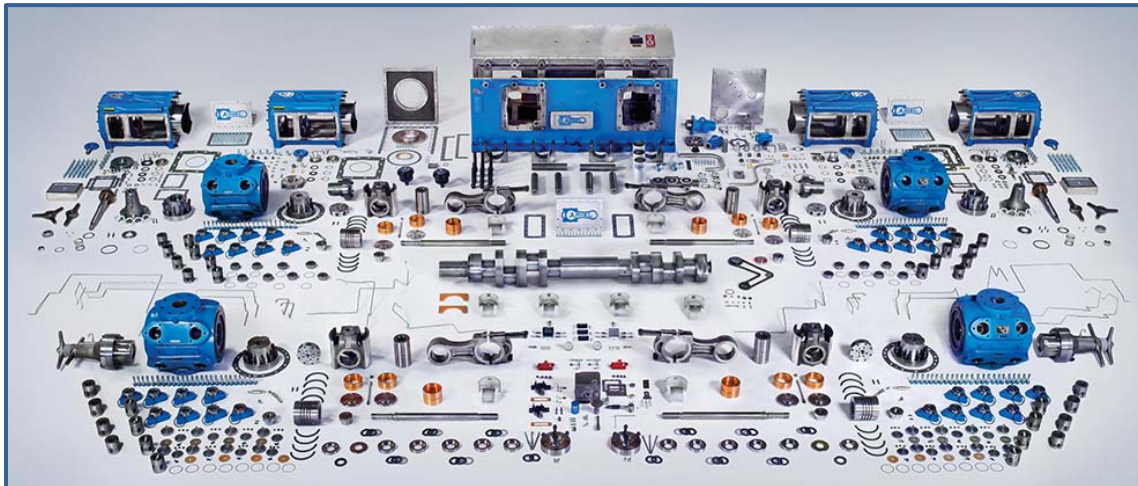
## 5. Instruction Manuals

- One (1) electronic copy (Electronic Manual Delivery) is provided as standard via ANGI Share Point
- Additional copies, other formats or customized content available upon request (may be subject to additional charges)

## 6. Tariff and Material Surcharge

- Included in pricing

## OPTIONAL EQUIPMENT



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7. **NG300E Spare Parts Kit Options for Ariel 4-Stage Compressor Configuration:**
- **Recommended Startup Consumables:**
    - Oil (5-gallon pail), Oil Filter, Inlet Filter Element, Interstage Filter Elements, Final Filter Elements, O-Ring SAE Kit and O-Ring Seal-Lok Kit
  - **Level 1 Spare Parts:**
    - Includes Consumables (see list above), Compressor Valves w/gaskets and O-rings, Compressor Valve Rebuild Kit, Pressure Transducers, Control Pressure Regulator and RTD
  - **Level 2 Spare Parts:**
    - Includes Level 1 Spare Parts Kit (see list above), Compressor Piston Rings, 3-way Solenoid valve, Packing Rebuild Kit, Distribution Block Set w/Prox Switch, Purge Tool and Receiver Regulator
  - **Interval Inspection Gaskets and Seals:**
    - Top Cover, Side Cover, Suction/Discharge Valve Cap Gaskets and Seals
  - **ANGI is pleased to offer a 25% discount on any Spare Part Kits listed below when combined with your new equipment purchase. (Sell price below reflects 25% discount) \*\*Order must be received within 30 days of equipment purchase\*\***

## WARRANTY:

ANGI is offering our standard one (1) year parts only warranty described in our Standard Terms and Conditions of Sale – which does not cover consumable components or labor. The equipment must be maintained in accordance with the instructions in the operations manual and utilize ANGI supplied spare parts to maintain warranty. In addition, ANGI passes through any major component warranties.

## EQUIPMENT CERTIFICATIONS:

ANGI Industrial Control Panels are supplied as standard with MET Laboratories, Inc. 3rd party certification with our Listing Number E212521, and are designed/certified to:

- UL 508A Industrial Control Panels
- CSA 22.2 14 - 10 Industrial Control Equipment
- UL 698A Industrial Control Panels Relating to Hazardous (Classified) Locations
- UL 1203 Explosion-Proof and Dust-Ignition-Proof Electrical Equipment for Use in Hazardous Locations
- CSA C22.2 No. 30-M1986 (R2012) Explosion-Proof Enclosures for Use in Class I Hazardous Locations
- NFPA 496 - 2013 Standard for Purged and Pressurized Enclosures for Electrical Equipment

**\*Note\*** ANGI Industrial Control Panels are also UL Listed under one of several UL Certifications. These Control Panels are utilized on the Compressor Skids, Motor Starter Panels, Valve panels, etc.

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## PRICING FOR PROPOSAL QS0228728 Budgetary REV. 0 - Clearwater

ITEM	EQUIPMENT DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
<b>BASE PROPOSAL</b>				
1	Trailer Mounted, Engine Driven Portable Compressor	1	\$946,806.00	\$946,806.00
1A	ANGI NG300G Engine Driven Compressor	1	Included	Included
1B	ANGI Single Tower, Non- Regen Dryer	1	Included	Included
1C	Discharge Buffer Storage	1	Included	Included
1D	ANGI Unmetered Fast Fill Hose	1	Included	Included
1E	Valve Panel, 1IN 2OUT	1	Included	Included
1F	120V Power Distribution Panel	1	Included	Included
1G	Remote ESD Button	1	Included	Included
1H	On Skid Battery Charger	1	Included	Included
1I	Trailer Integration	1	Included	Included
2	Compressor Connection Materials	1	\$6,221.00	\$6,221.00
3	<b>Estimated</b> Commissioning	1	TBD	TBD
4	<b>Estimated</b> Freight	1	TBD	TBD
5	Manuals	1	Included	Included
6	Tariff & Material Surcharge	1	Included	Included
<b>TOTAL BASE PRICE:</b>				<b>\$953,027.00</b>
<b>OPTIONAL EQUIPMENT</b>				
7A	Start Up Consumable Spares	1	\$2,050.00	\$2,050.00
7B	Level 1 Spares	1	\$7,570.00	\$7,570.00
7C	Level 2 Spares	1	\$13,915.00	\$13,915.00
7D	Interval Inspection Spares	1	\$90.00	\$90.00

Qualifications:

- Proposal is firm and valid for 60 days.
- All prices are in US Dollars.
- Prices do not include any applicable taxes.
- Start-up by an ANGI certified technician is shown as a separate line item but is required to validate warranty
- System will be designed in accordance with US requirements.
- Drawings included with this proposal are for information only
- Met Lab electrical certification is included only for the items listed under "Equipment Certifications" above. Additional item certification or alternate certification is available (additional costs would apply).
- Delivery: 28 – 30 weeks from accepted purchase order. Schedule may vary due to production schedule, submittal review by end-user, inspection holds initiated by end user and availability of long lead items, and will be confirmed at time of order.
- This quotation subject to ANGI Energy's standard warranty and comments and exceptions to the IFB transmitted with this proposal.
- This quotation does not include any civil work, installation, underground piping, site design, permitting, or bonding. ANGI's scope includes only CNG related equipment and services, specifically identified.
- Ariel compressor flow rates are estimated per Ariel run program qualifications, which include plus or minus 6% variance.
- If your project experiences construction related delays after completion of your order, ANGI will hold your equipment for up to 60 days at ANGI's facility if we have a signed bill and hold letter from your company. This added service is free of charge. However, after 60 days, due to space constraints ANGI can no longer store the equipment and therefore you will need to ship the equipment to your jobsite or to your designated storage location. ANGI can provide recommended offsite storage location information.

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Company: Ariel Corporation  
Quote:

## Ariel Performance

Customer:



7.7.6.0

Case 3: 97 High Design @ 105 Amb

Inquiry:

Project: Clearwater Gas

### Compressor Data:

Elevation, ft:	318.00	Barmtr, psia:	14.526	Ambient, F:	105.00
Frame:	JGQ/2	Stroke, in:	3.00	Rod Dia, in:	1.125
Max RL Tot, lbf:	20000	Max RL Tens, lbf:	10000	Max RL Comp, lbf:	11000
Rated RPM:	1800	Rated BHP:	280.0	Rated PS FPM:	900.0
Calc RPM:	1800.0	BHP:	236	Calc PS FPM:	900.0

### Driver Data:

Type:	Nat. Gas
Mfg:	Caterpillar
Model:	G3406 TA
BHP:	276
Avail:	276

### Services

Gas Model

### Service 1

VMG-APRNL2

### Stage Data:

	1 (SG)	2	3	4
Target Flow, SCFM	650.000	650.000	650.000	650.000
Flow Calc, SCFM	682.903	682.904	682.913	682.904
BHP per Stage	60.9	46.5	68.8	54.0
Specific Gravity	0.5900	0.5903	0.5903	0.5903
Ratio of Sp Ht (N)	1.2800	1.2795	1.2824	1.2803
Comp Suct (Zs)	0.9789	0.9612	0.9321	0.8455
Comp Disch (Zd)	0.9744	0.9595	0.9520	0.9978
Pres Suct Line, psig	98.00	N/A	N/A	N/A
Pres Suct Flg, psig	98.00	292.49	546.53	1686.11
Pres Disch Flg, psig	298.16	556.53	1704.04	4545.14
Pres Disch Line, psig	N/A	N/A	N/A	4500.00
Pres Ratio F/F	2.779	1.860	3.063	2.681
Temp Suct, F	60.00	120.00	120.00	120.00
Temp Clr Disch, F	120.00	120.00	120.00	120.00

### Cylinder Data:

	Throw 2	Throw 2	Throw 1	Throw 1
Cyl Model	8SP-HE	4-3/8SP-CE	3-5/8SG-CE	1-3/4SG-FS-HE
Cyl Bore, in	7.500	4.375	3.625	1.750
Cyl RDP (API), psig	400.0	850.0	2318.2	5545.5
Cyl MAWP, psig	440.0	935.0	2550.0	6100.0
Cyl Action	HE	CE	CE	HE
Cyl Disp, CFM	138.1	43.9	29.1	7.5
Pres Suct Intl, psig	88.36	257.81	516.29	1674.44
Temp Suct Intl, F	66	124	125	123
Pres Disch Intl, psig	322.01	626.92	1807.95	4646.95
Temp Disch Intl, F	221	244	308	269
HE Suct Gas Vel, FPM	9698	0	0	2687
HE Disch Gas Vel, FPM	8660	N/A	N/A	4904
HE Spcrs Used/Max	0/2	N/A	N/A	N/A
HE Vol Pkt Avail	1.49+67.99	N/A	N/A	No Pkt
Vol Pkt Used	0.00 (V) %	N/A %	N/A %	No Pkt
HE Min Clr, %	23.56	N/A	N/A	24.32
HE Total Clr, %	25.05	N/A	N/A	24.32
CE Suct Gas Vel, FPM	0	11624	7917	0
CE Disch Gas Vel, FPM	N/A	11104	8091	N/A
CE Spcrs Used/Max	N/A	1/2	N/A	N/A
CE Min Clr, %	N/A	16.57	22.12	N/A
CE Total Clr, %	N/A	25.46	22.12	N/A
Suct Vol Eff HE/CE, %	63.3/N/A	N/A/79.9	N/A/63.8	74.1/N/A
Disch Event HE/CE, ms	5.6/N/A	N/A/8.7	N/A/6.2	6.2/N/A
Suct Pseudo-Q HE/CE	7.9/N/A	N/A/10.3	N/A/6.5	0.9/N/A
Gas Rod Ld Comp, %	70.5 C	70.5 C	97.2 C	97.2 C
Gas Rod Ld Tens, %	77.5 T	77.5 T	85.1 T	85.1 T
Gas Rod Ld Total, %	77.5	77.5	96.0	96.0
Xhd Pin Deg/%RvrsI lbf	134/77.8	134/77.8	172/58.8	172/58.8
Flow Calc, SCFM	682.903	682.904	682.913	682.904
Cyl BHP	60.9	46.5	68.8	54.0



Company: Ariel Corporation  
 Quote:  
 Case 2: 50 Design @ 105 Amb

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### Compressor Data:

Elevation,ft:	318.00	Barmtr,psia:	14.526	Ambient,F:	105.00
Frame:	JGQ/2	Stroke, in:	3.00	Rod Dia, in:	1.125
Max RL Tot, lbf:	20000	Max RL Tens, lbf:	10000	Max RL Comp, lbf:	11000
Rated RPM:	1800	Rated BHP:	280.0	Rated PS FPM:	900.0
Calc RPM:	1800.0	BHP:	155	Calc PS FPM:	900.0

### Driver Data:

Type:	Nat. Gas
Mfg:	Caterpillar
Model:	G3406 TA
BHP:	276
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Gas Model

### Service 1

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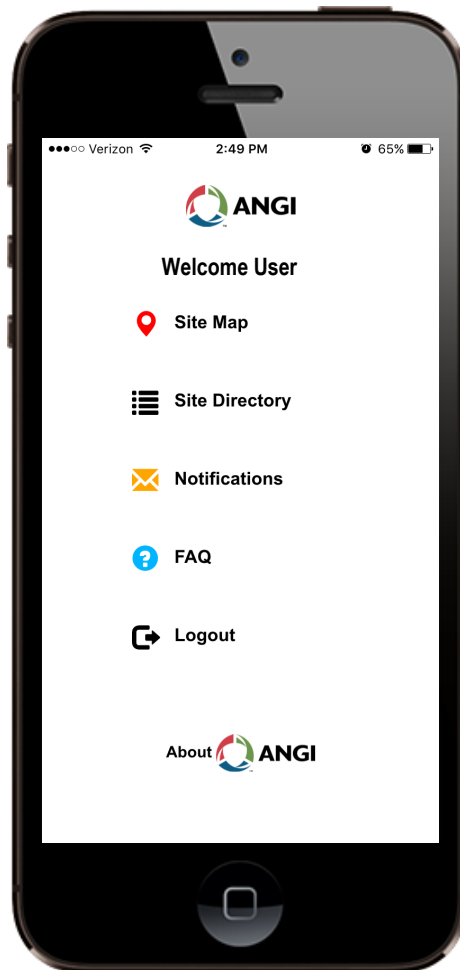
### Stage Data:

	1 (SG)	2	3	4
Target Flow, SCFM	650.000	650.000	650.000	650.000
Flow Calc, SCFM	377.205	377.205	377.204	377.209
BHP per Stage	34.9	29.0	42.9	41.9
Specific Gravity	0.5900	0.5897	0.5897	0.5897
Ratio of Sp Ht (N)	1.2754	1.2718	1.2738	1.2801
Comp Suct (Zs)	0.9879	0.9768	0.9552	0.8721
Comp Disch (Zd)	0.9847	0.9745	0.9626	1.0191
Pres Suct Line, psig	50.00	N/A	N/A	N/A
Pres Suct Flg, psig	50.00	165.94	343.45	1211.58
Pres Disch Flg, psig	170.94	353.45	1227.19	4545.14
Pres Disch Line, psig	N/A	N/A	N/A	4500.00
Pres Ratio F/F	2.874	2.039	3.469	3.719
Temp Suct, F	60.00	120.00	120.00	120.00
Temp Clr Disch, F	120.00	120.00	120.00	120.00

### Cylinder Data:

	Throw 2	Throw 2	Throw 1	Throw 1
Cyl Model	8SP-HE	4-3/8SP-CE	3-5/8SG-CE	1-3/4SG-FS-HE
Cyl Bore, in	7.500	4.375	3.625	1.750
Cyl RDP (API), psig	400.0	850.0	2318.2	5545.5
Cyl MAWP, psig	440.0	935.0	2550.0	6100.0
Cyl Action	HE	CE	CE	HE
Cyl Disp, CFM	138.1	43.9	29.1	7.5
Pres Suct Intl, psig	44.53	145.91	324.66	1203.44
Temp Suct Intl, F	66	124	126	125
Pres Disch Intl, psig	184.87	397.40	1299.87	4637.70
Temp Disch Intl, F	224	254	323	324
HE Suct Gas Vel, FPM	9698	0	0	2687
HE Disch Gas Vel, FPM	8660	N/A	N/A	4904
HE Spcrs Used/Max	0/2	N/A	N/A	N/A
HE Vol Pkt Avail	1.49+67.99	N/A	N/A	No Pkt
Vol Pkt Used	0.00 (V) %	N/A %	N/A %	No Pkt
HE Min Clr, %	23.56	N/A	N/A	24.32
HE Total Clr, %	25.05	N/A	N/A	24.32
CE Suct Gas Vel, FPM	0	11624	7917	0
CE Disch Gas Vel, FPM	N/A	11104	8091	N/A
CE Spcrs Used/Max	N/A	1/2	N/A	N/A
CE Min Clr, %	N/A	16.57	22.12	N/A
CE Total Clr, %	N/A	25.46	22.12	N/A
Suct Vol Eff HE/CE, %	61.5/N/A	N/A/76.3	N/A/56.6	58.5/N/A
Disch Event HE/CE, ms	5.4/N/A	N/A/8.1	N/A/5.6	4.7/N/A
Suct Pseudo-Q HE/CE	7.8/N/A	N/A/10.2	N/A/6.3	0.9/N/A
Gas Rod Ld Comp, %	42.4 C	42.4 C	98.6 C	98.6 C
Gas Rod Ld Tens, %	50.7 T	50.7 T	65.1 T	65.1 T
Gas Rod Ld Total, %	48.7	48.7	86.8	86.8
Xhd Pin Deg/%RvrsI lbf	177/59.7	177/59.7	149/37.8	149/37.8
Flow Calc, SCFM	377.205	377.205	377.204	377.209
Cyl BHP	34.9	29.0	42.9	41.9





## ANGI CNG Live

For current and future ANGI Energy customers, the ANGI CNG Live application makes checking the status of your ANGI compressed natural gas (CNG) equipment easier than ever. The application provides you with 24/7 remote access to the operating status of your ANGI CNG sites from anywhere in the world.

### ANGI CNG Live Highlights

- > **Compatible with most smart phones:** Supports iPhone 5/6, iPad 4+, Google Nexus 5/6, and other Android smart phones.
- > **Historic reports:** Includes reports of 6 key parameters (compressor pressure / temperature / run timer, dispenser fill / totals, site alarms).
- > **Easily accessible:** Available for free download through the Apple App Store and Google Play.
- > **Seamless integration:** Connects with new CP-400's delivered starting in Q4 2016 automatically.
- > **Intuitive interface:** User friendly graphical interface scalable for any site configuration.
- > **Existing site compatibility:** Any site that includes a CP-400 unit with ANGI server connectivity can be setup for a fee. To upgrade your site, contact ANGI Customer Service at +1 (800) 934-5219, reference Part Number E90-15-001.
- > **Live equipment data:** Supports current ANGI hardware — compressors, boosters, dryers, dispensers, and most valve panels.

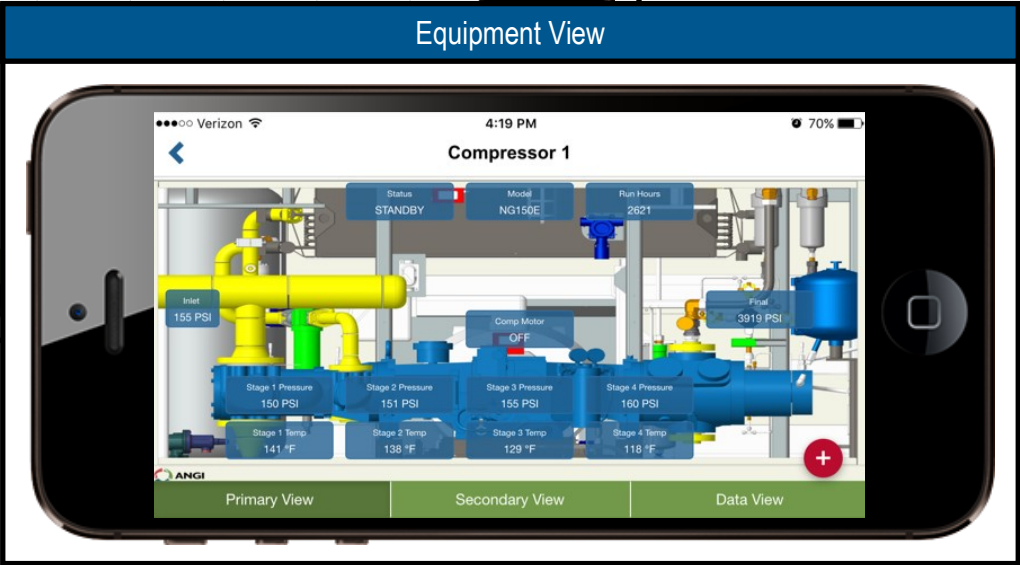
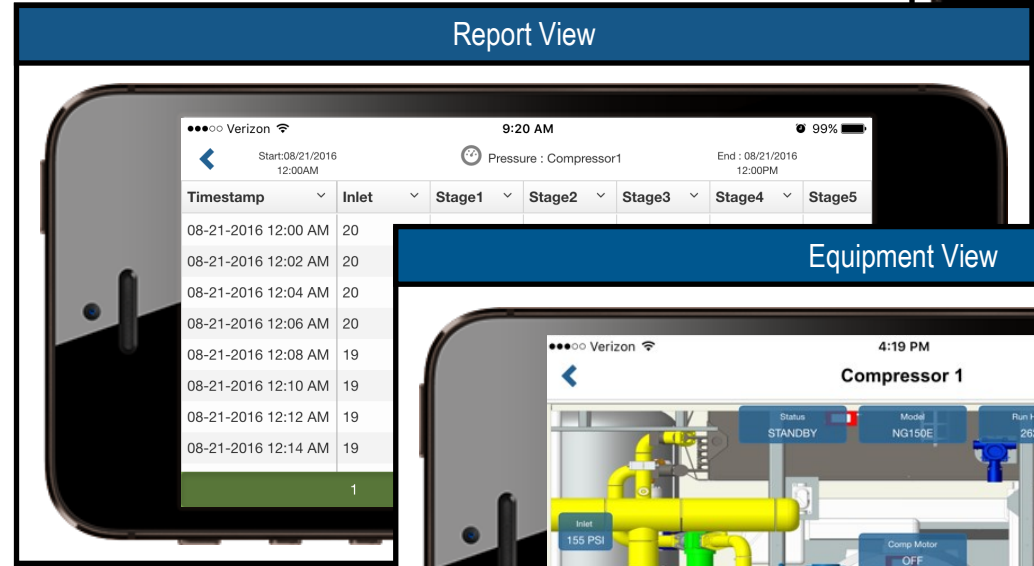
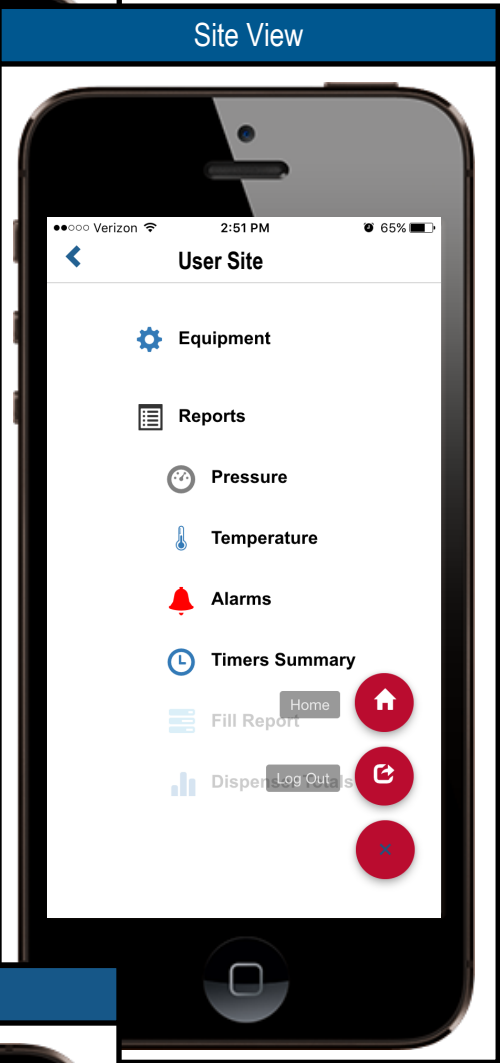
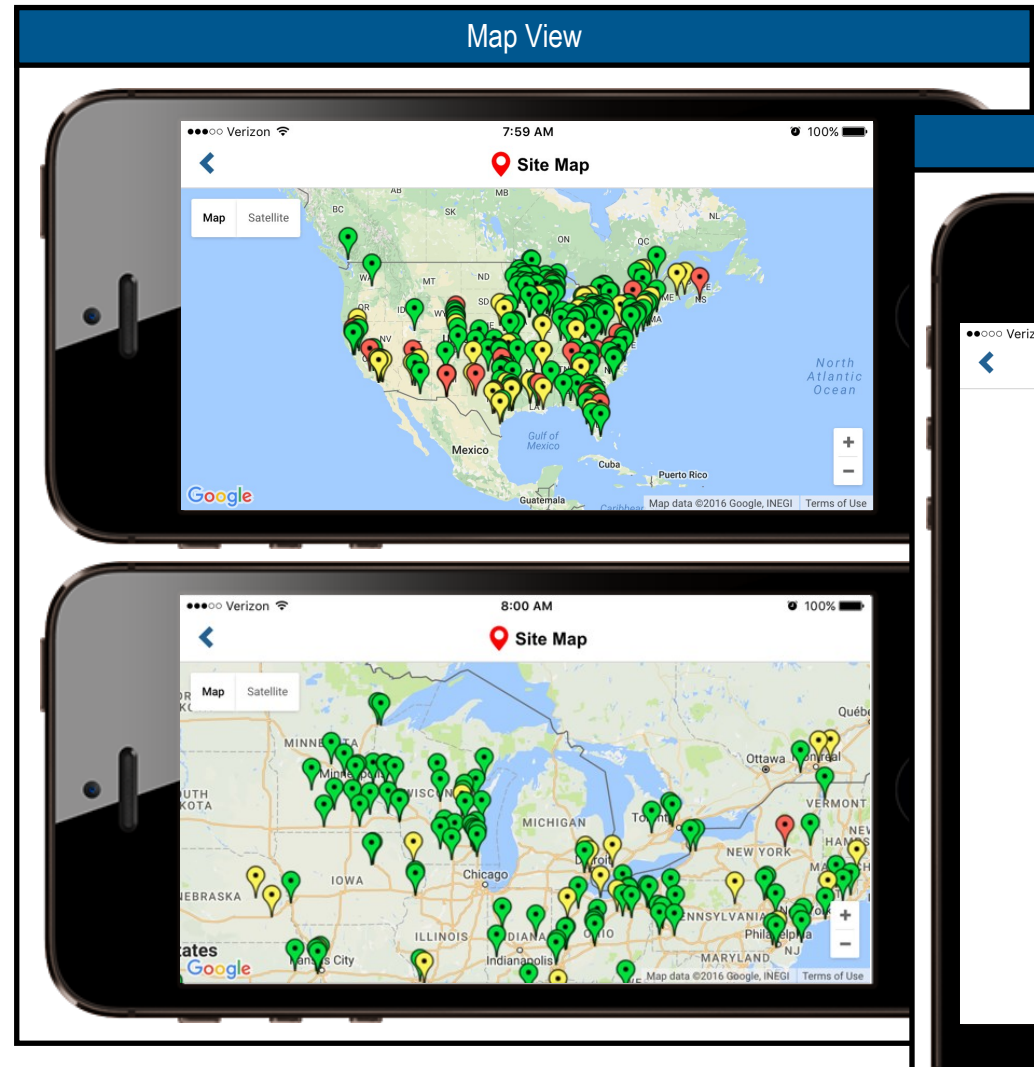
Fuel for the world ahead.

Map View

Site View

Report View

Equipment View





## STANDARD TERMS AND CONDITIONS OF SALE

### UNITED STATES & CANADA

ANGI ENERGY SYSTEMS, LLC ("SELLER") agrees to sell to BUYER equipment and/or services described and listed in the Proposal (hereinafter "EQUIPMENT," "GOODS," and/or "SERVICES") subject to the following terms and conditions as follows:

**1. Acceptance.** The following terms and conditions of sale are applicable to all quotations and purchase orders and are the only terms and conditions applying to the sale of Seller's products or services except those that relate to prices, quantities, delivery schedules, and the description and specifications of the products. Seller hereby objects to and rejects any other terms and conditions appearing on, incorporated by reference in or attached to a purchase order. Buyer's acceptance of products or services called for in said purchase order shall constitute its acceptance of the following terms and conditions.

**2. Billing and Payment.** Unless otherwise agreed to in writing, Buyer shall make payments to Seller according to the following progress payment schedule:

- Twenty percent (20%) of the total purchase price as a down payment to be remitted simultaneously with the written purchase order.

- Twenty percent (20%) of the total purchase price upon receipt of submittals and prior to ordering of major components.

- Twenty percent (20%) of the total purchase price upon written notice of commencement of assembly.

- Twenty percent (20%) of the total purchase price upon completion of factory acceptance testing.

- Twenty percent (20%) of the total purchase price Net 60 days from factory acceptance testing.

(a) Payment shall be due within 30 days from date of invoice unless otherwise agreed to in writing by Seller. Payment terms are subject to approval of Seller's credit department. Seller reserves the right to impose finance charges which is the lower one and one-half percent (1½%) per month or the highest rate allowed by law on any amount which becomes past due and delinquent. However, if in Seller's opinion, Buyer's financial condition reasonably appears to call for such action, Seller may require payment in advance.

(b) Prices quoted are exclusive of, and Buyer agrees to pay, any foreign, federal, state or local excise, sales, use, personal property or any other taxes or duties, excepting only taxes based on Seller's income. Any certificates or other evidence of applicable exemptions to such taxes or duties must be made available to Seller prior to invoicing or such taxes or duties will be charged to Buyer, provided, however, that if Seller does not collect such items from Buyer and is later requested or required to pay the same to any taxing authority, Buyer will promptly make such payment to Seller or, if requested by Seller, directly to such taxing authority.

(c) If any particular invoice is not paid when due, Buyer agrees to pay all collection costs if this account is referred outside for collection or, if suit is brought to collect this account, Buyer agrees to pay all costs and reasonable attorneys' fees, including all costs and reasonable attorneys' fees incurred on any appeal to an appellate court.

**3. Place of Delivery, Method of Tender, and Transfer of Title.**

(a) Sales within U.S. Delivery terms and pricing for sales within the United States are CPT (Incoterms 2010) Buyer's destination ("Place of Destination") unless otherwise agreed to in writing by Seller. Seller shall arrange for transportation of the goods ordered by an appropriate means of transportation. Freight is Pre-paid from Seller's Dock ("Point of Delivery") and incurred after the goods are delivered to the carrier from Point of Delivery to the Place of Destination. Risk of loss of or damage to the goods or any part of the goods shall pass to the Buyer upon delivery to carrier at the Point of Delivery, and Buyer shall have the responsibility of filing any damage claims with the carrier. Buyer shall arrange for applicable insurance covering the goods from Point of Delivery to their Place of Destination. Legal title to the goods shall pass to Buyer at the Point of Delivery.

(b) Sales outside of U.S. Delivery terms and pricing for export sales are FCA (Incoterms 2010) Seller's Dock, ANGI Factory Janesville, WI ("Point of Delivery") unless otherwise agreed to in writing by Seller. Seller shall arrange for transportation of the goods ordered by an appropriate means of transportation and pay all inland freight charges from Point of Delivery to the first USA port of export unless otherwise agreed to in writing by Seller. Buyer shall arrange for applicable insurance covering the goods during transit to their destination. Where

Buyer requires special delivery requirements, any special expense is to be borne by the Buyer, including special handling, packaging and additional freight charges. When "export packing" is required, any extra charges such as export duties, licenses, fees and the like shall be borne by Buyer. Risk of loss of or damage to the goods or any part of the goods shall pass to the Buyer upon delivery to carrier at the Point of Delivery, and Buyer shall have the responsibility of filing any damage claims with the carrier. This order is subject to Seller's ability to obtain export licenses and other necessary papers within a reasonable period. Buyer will furnish all Consular and Customs declarations and will accept and bear all responsibility for penalties resulting from errors or omissions thereon. Buyer shall not re-export the goods or items which incorporate the goods if such re-export would violate applicable export laws. Legal title to the goods shall pass to Buyer at the Point of Delivery, except for sales to Canada or Central or South America (excluding Mexico), in which case legal title to the goods shall pass to Buyer when the goods cross an international border (including without limitation entering international waters), or at such later point as may be agreed to in writing by Seller.

**4. Installation.** Unless otherwise specified in writing on a quotation provided by an authorized representative of Seller, Buyer assumes responsibility for installation. Seller agrees to make installation and on-site technical support services available at Seller's then-prevailing rates, unless otherwise specified in an initial purchase order or contract proposal.

**5. Maintenance.** Buyer assumes responsibility for maintenance on the goods sold to Buyer. Seller agrees, however, to make maintenance services available at its then-prevailing rates.

**6. Warranties.** Seller warrants its equipment parts and supplies in accordance with its standard warranty policies. A written copy of these policies accompanies these terms and conditions or is available upon request. THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT. NO EMPLOYEE OR AGENT OF SELLER, OTHER THAN AN OFFICER OF SELL, IS AUTHORIZED TO MAKE ANY WARRANTY IN ADDITION TO THE FORGOING.

**7. Limitation of Buyers Remedies.** IN NO CASE SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGE BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL, EQUITABLE, OR STATUTORY CLAIM, CAUSE OF ACTION, OR LEGAL THEORY. IN ANY EVENT, SELLER SHALL BE SOLELY LIABLE FOR ACTUAL DAMAGES CAUSED BY SELLER'S BREACH AND SELLER'S MAXIMUM LIABILITY HEREUNDER, REGARDLESS OF THE LEGAL THEORY, SHALL NOT EXCEED THE CONTRACT PRICE OF THE GOODS FURNISHED BY SELLER.

**8. Sellers Remedies.** Without waiving any other rights or remedies available to it under applicable law or otherwise, Seller may, at its option, defer shipment or deliveries hereunder or under or pursuant to any other contract with Buyer, until all past-due accounts of Buyer to Seller have been satisfied in full. Any rights or remedies of Seller granted in these Terms and Conditions shall be in addition to and not in lieu of any other rights or remedies Seller may have at law or inequity.

**9. Proprietary Rights.** Seller shall retain all rights to designs, drawings, patterns, plans, specifications, technology, technical data and information, technical processes and business methods, whether patentable or not, arising out of or evolving as a result of Seller rendering engineering services to and designing systems and goods for Buyer's use. Buyer agrees not to enforce against Seller or customers of Seller any patent rights, the scope of which includes a system, process or business method utilizing goods or engineering services delivered



hereunder by Seller and which relates to an invention, improvement, enhancement or development made by or for Buyer on a date subsequent to the date of Seller's offer hereunder.

**10. Hazardous Materials.** Buyer acknowledges that certain supplies covered by this contract may be, or become, considered as hazardous materials under various laws and regulations. Buyer agrees to familiarize itself (without reliance on Seller except as to the accuracy of special safety information actually furnished by Seller), with any hazard of such materials and their applications and the containers in which such materials are shipped. Buyer agrees to inform and train its employees and its customers as to such hazards. Buyer agrees to waive any claim against Seller and hold harmless and indemnify Seller against any claims by its employees or customers based on allegations relating to any such hazards except where such claims are based on failure to meet written specifications or the inaccuracy of specific safety information actually furnished by Seller.

**11. Delay.** (a) Delivery dates are approximate and are not guaranteed, and Seller shall not be liable for damages of any kind resulting from any delays in fulfillment, shipment or delivery of orders. Furthermore, Seller shall not be liable for any other loss, damage, cost or expense due to causes beyond its reasonable control, such as acts of God, acts of Buyer, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, delays in transportation, government restrictions or embargoes, or difficulties in obtaining necessary labor, materials, manufacturing facilities or transportation due to such causes.

(b) In the event of a delay in delivery in excess of ninety (90) consecutive days, Buyer has the right to terminate its order as to the undelivered portion thereof without Penalty.

**12. Goods Not for Resale.** Buyer, by placing this order and accepting these Terms and Conditions, hereby expressly agrees, acknowledges, represents and warrants to Seller that (a) it is the Seller's policy to sell these types of goods only to end users for their own use, (b) the goods that are the subject of this order are not intended for end user to resell, (c) the goods that are the subject of this order are in fact being purchased by Buyer for Buyer's own use or only for sale to an end user and not for any other resale to a third party and (d) in the event that Buyer breaches the foregoing acknowledgment, covenant, representation and/or warranty by reselling the goods that are the subject of this contract, Seller shall be permitted to (i) void, eliminate and/or refuse to continue to extend or make available to Buyer any volume or other types of discounts, rebates or preferential payment terms to which Buyer is now or hereafter otherwise might be entitled to or eligible to receive from Seller or (ii) refuse to accept any further orders from Buyer. Notwithstanding the foregoing, nothing in these Terms and Conditions is intended to restrict any OEM from incorporating any goods purchased from Seller into equipment that is to be resold to the OEM's end customer so long as such OEM provides a reasonable certification of such use to Seller.

**13. Cancellation.** Unless otherwise agreed in a writing signed by authorized representatives of Buyer and Seller, Buyer will pay Seller for all services performed (including but not limited to materials, and labor) and products provided or specifically ordered for Buyer in reliance on Buyer's order, as of the date of the cancellation. Buyer may not cancel orders for non-standard goods or orders for goods which have left Seller's dock.

**14. Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to any choice or conflict of laws principles of such state, and all disputes shall be adjudicated therein. Buyer and Seller consent to the sole and exclusive venue and jurisdiction of the courts situated in the State of Wisconsin. Any action for loss or damage with respect to the goods or services which are the subject of this contract must be commenced by Buyer within one year from the date of delivery of such goods or services or such claim shall be forever barred.

**15. Compliance with Laws/Anti-Corruption.** Buyer shall comply fully with all applicable laws, rules and regulations, including without limitation those of the United States and any and all other jurisdictions globally ("Laws") that apply to Buyer's business activities in connection with its purchase of goods from Seller. Specifically, Buyer shall comply with all Laws relating to anti-corruption, bribery, extortion, kickbacks, or similar matters that are applicable to Buyer's business activities in connection with this Agreement, including without limitation the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Buyer will take

no action that will cause Buyer or Seller or any of their affiliates to violate any such laws.

**16. Entire Agreement.** Unless otherwise agreed in a writing signed by Seller and Buyer, these Terms and Conditions constitute the entire agreement between the parties, there being no other promises, terms, conditions, or obligations, referring to the subject matter not contained herein. If any term or provision of this contract shall to any extent be invalid or unenforceable, the remainder of the contract shall not be affected thereby, and each term and provision of this contract shall continue to be valid and enforced to the fullest extent permitted by law. Any modifications hereto shall be in writing and signed by both parties.



## WARRANTY POLICY

### 1. Warranty

- a. **Equipment.** The seller, ANGI Energy Systems LLC or its ANGI branded corporate affiliate, whatever the case may be ("ANGI"), warrants to Buyer that its equipment conforms to ANGI's published specifications, is free from defects in materials and workmanship until the earliest of: (i) 12 months after substantial completion of commissioning, if applicable; (ii) 12 months from initial use; or (iii) 18 months from the date the equipment is ready to ship from ANGI's facility. ANGI further warrants the equipment enclosures against rust-through for 2 years from the date it is ready to ship from ANGI's facility (equipment may be susceptible to surface rust under normal conditions). The following are exceptions to this warranty: (i) **Used/Refurbished Equipment** – is warranted on a case by case basis as provided by ANGI; (ii) **Products not Manufactured by ANGI** – ANGI will pass through transferable manufacturer's warranties only.
- b. **Parts.** ANGI warrants its: (i) non-consumable parts such as valves, gauges and transducers will conform to ANGI's published specifications and be free from defects in workmanship and materials for 90 days from date of shipment, and (ii) consumable parts, such as filter elements, strainers, o-rings, gaskets, fuses, belts and will conform to ANGI's published specifications and will be free from defects in workmanship and materials at the time of delivery. ANGI warrants reconditioned vendor certified parts for 90 days from the date of shipment.
- c. **Consumables.** ANGI warrants its consumables, such as oils, lubricants and desiccant will conform to ANGI's published specifications and will be free from defects in workmanship and materials through the expiration or other date indicated on the packaging or otherwise provided by ANGI.
- d. **Software.** ANGI warrants its software when used under normal operating and maintenance conditions, will perform substantially in accordance with ANGI's published specifications and any accompanying user documentation for the earlier of 90 days from installation or 120 days from shipment. ANY THIRD PARTY SOFTWARE PROVIDED WITH THE SOFTWARE AND DATA AND PRE-RELEASE VERSIONS OF THE SOFTWARE ARE SUPPLIED "AS IS" WITHOUT CONDITION OR WARRANTY OF ANY KIND, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, EITHER EXPRESS OR IMPLIED. Any software warranty in any software license agreement between the parties will take precedence over this software warranty.
- e. **Services.** ANGI warrants all services will be performed in a professional and workmanlike manner in accordance with applicable industry standards for 30 days after performance.
2. **Warranty Services.** This warranty only covers costs of replacement parts/goods. Buyer is responsible for labor costs and all other costs in connection with the repair or replacement of any non-conforming goods, including without limitation, costs for diagnosis of defects, shipping, removal of goods and reinstallation of goods. Buyer must make any warranty claims in writing within the applicable warranty period and within ten (10) days after discovery of any non-conformance (30 days after shipment for consumable parts). Within a reasonable time thereafter, ANGI will make the necessary repairs after confirmation that the non-conforming goods were stored, installed, maintained and used in accordance with ANGI's recommendations, accompanying documentation, published specifications and standard industry practice. Warranty services will be performed at the location of the warranted goods if possible, subject to ANGI's then prevailing rates and any travel expenses incurred by ANGI. Otherwise, Buyer will ship the goods at its expense to ANGI for repair and/or replacement after obtaining a valid Return Material Authorization number. For the avoidance of doubt, repair or replacement of any warranted goods or any parts do not extend the initial warranty period of the warranted goods and any repaired or replacement parts are not separately warranted. For warranty issues, contact: ANGI Energy Systems LLC, Customer Service, 305 W Delavan Dr., Janesville, WI 53546; Toll Free 800 934 5219; Phone 608 563 2800; Fax 608 531 2635; Email service@angienergy.com.
3. **Failure to Repair.** If ANGI is unable to repair warranted goods after a reasonable number of attempts, ANGI will provide, at its option, (i) new or used replacement goods provided Buyer returns the non-conforming goods;

or (ii) a refund of the purchase price of the unrepaired component, depreciated in accordance with standard accounting principles.

4. **Warranty Exceptions.** This Warranty Policy does not cover failure of warranted goods resulting from: (i) accident, abuse, misuse, neglect, overloading or any other use not in accordance with ANGI's recommendations, accompanying documentation, published specifications, and standard industry practice; (ii) fire, flood, lightning or any other act of God, Buyer or third party; (iii) acid rain, rail dust, salt spray, caustic cleaners, chemicals or solvents, salt air conditions, and other environmental factors that may accelerate rust, oxidation or corrosion of metal components; (iv) Buyer's failure to provide power, air, supplies, storage conditions, or an operating environment that conforms to ANGI's accompanying documentation and published specifications; (v) failure to follow the maintenance procedures in ANGI's accompanying documentation or published specifications or failure to maintain and provide ANGI with maintenance records verifying Buyer followed proper maintenance procedures; (vi) installation, repair, service or modification to the goods by anyone other than ANGI or its authorized representatives; (vii) the goods or any part thereof being used or coming into contact with any equipment, parts, supplies or consumables not manufactured, distributed, or approved by ANGI; (viii) any products attached to the goods not manufactured, distributed or approved by ANGI; (ix) Buyer's noncompliance with applicable codes and safety rules, such as NFPA-52 Vehicular Gaseous Fuel Systems Code (and all other standards and codes referenced therein), NFPA-70 – Article 500 National Electrical Code, ASME Boiler and Pressure Vessel Code Section VIII, ANSI/ASME B31.3 Process Piping and ANSI/IAS NGV 4.1 CSA 12.5 NGV Dispensing Systems; and (x) installation or use at a site that is not compliant with all applicable laws, regulations, codes, and standard safety requirements. This Warranty Policy covers only goods owned, leased or otherwise held only by the initial end user at all times and excludes any goods that are or have been in the possession of a third party. Unless prohibited by law, this Warranty Policy only covers goods located in the same country from which the goods were initially purchased from ANGI. ANGI in its sole but reasonable discretion will determine whether these exceptions apply.
5. **Warranty Disclaimer.** THESE WARRANTIES ARE GIVEN SOLELY TO BUYER (PARTY PURCHASING WARRANTED GOODS OR SERVICES DIRECTLY FROM ANGI). TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO EMPLOYEE OR AGENT OF ANGI IS AUTHORIZED TO GIVE ANY ADDITIONAL WARRANTIES, OTHER THAN AN OFFICER OF ANGI WHEN DOING SO IN WRITING. IF LOCAL LAWS REQUIRE ADDITIONAL WARRANTIES TO BE PROVIDED TO BUYER, SUCH WARRANTIES ARE INCORPORATED INTO THIS WARRANTY POLICY ONLY TO THE EXTENT REQUIRED BY LAW. ANY PARTICULAR TERM IN THIS WARRANTY POLICY THAT IS PROHIBITED BY LOCAL LAW IS HEREBY NULLIFIED TO THE EXTENT REQUIRED BY LAW.
6. **Liability and Remedies.** IN NO EVENT WILL ANGI BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF ANY WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY. ANGI'S MAXIMUM LIABILITY WILL NOT EXCEED THE PRICE OF THE GOODS OR SERVICES FURNISHED BY ANGI GIVING RISE TO THE CLAIM. THIS WARRANTY POLICY CONTAINS BUYER'S EXCLUSIVE REMEDIES AND ANGI'S SOLE OBLIGATIONS FOR ANY BREACH OF THIS WARRANTY POLICY. NO OTHER REMEDIES, OBLIGATIONS, LIABILITIES, RIGHTS, OR CLAIMS, WHETHER ARISING IN TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, ARE AVAILABLE.