

PSI Technologies Inc

3520 Investment Lane Unit #3 Riviera Beach, Florida 33404 Phone: 561-660-0022 Email: tom@psi-techinc.com

Master Lift Station Pump (SS Impeller) Quotation

Company:	City of Lake Worth	Date:	08-18-2023
Contact:	Judy Love	Quote#:	TK0815-2023
Street:	1820 2 nd Ave. North	Quote Valid:	30 Days
CSZ:	Lake Worth Beach, FL 33460	Terms:	30 Days
Phone:	(561) 586-1719	Shipping:	Included
Email:	jlove@lakeworthbeachfl.gov	Prepared By:	Thomas Kalinski

Quantity	Description	Unit Price	Total Price
1	 WILO pump model # FA30.78D-740/FKT 57-8/76GEx-E3. Impeller diameter: 740.00 mm - 12" discharge duty point - volume flow Q: 5000 - head H: 176 discharge connection pump: DN300 PN10 material hydraulic casing: GG 50 (0.7050) material impeller: <u>1.4517</u> material casing wear ring: 1.4462/1.4470 material impeller ring: 1.4462/1.4470 material casing wear ring: 1.4462/1.4470 material impeller ring: 1.4462/1.4470 material impeller ring: 1.4462/1.4470 material casing wear ring: 1.4462/1.4470 material casing wear ring: 1.4462/1.4470 material impeller ring: 1.4508 motor description: FKT 57-8/76GEx-E3 efficiency class: IE3 based on IEC 60034-30 - approval: FM voltage V: 460 ~3 - rated current: 475.00 a - starting current: 2,710.00 a rated power: 280.00 KW - frequency: 60 Hz full load speed: 894 RPM type of starting: direct - parallel service factor: 1.15 max. power input: 300.0 KW monitoring windings internal: 3 BI-130°+3 BI-140°C mon.motor/sealing chamber int.: motor chamber monitoring terminal chamber: terminal chamber monitoring leakage chamber: float switch for leakage chamb material motor casing parts: GG 25 (0.6025) material sealing casing: GG 25 (0.6025) material motor shaft: 1.7225 cable length: 15.0 m protection hose length: 0.0 m cable 1: number: 2 power supply 1: NSSHÖU-J RU 3x95/50 cable4: number: 1 control cable: NSSHÖU-J RU 7x1,5 	\$251,100.00	\$251,100.00
	Lead Time = 36 - 40 Weeks		
	Delivery Included		
	Total Cost		\$251,100.00

Accepted By / Date: _____

PSI TECHNOLOGIES INC - STANDARD TERMS OF SALE - PARTS & SERVICE

- I. Applicable Terms. These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
- 2. Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice, unless other terms are agreed upon by both parties. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys ' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
- 3. **Delivery**. Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are F.O.B. Prepaid and Add Destination.
- 4. **Ownership of Materials**. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
- 5. **Changes**. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
- 6. Warranty. Subject to the following sentence, "Supplier warrants to Purchaser that the Equipment shall materially conform to the description in Supplier's RFP and shall be free from defects in material and workmanship. Supplier shall have no other liability to Purchaser under warranty, tort or any other legal theory. If Purchaser gives Supplier prompt written notice of breach of this warranty within ninety days (90) on electrical supplies, one (1) year on mechanical supplies from delivery, (the "Warranty Period"). Supplier shall, at its sole option and as Purchaser's sole remedy, repair or replace the subject parts or refund the purchase price thereof If Supplier determines that any claimed breach is not, in fact, covered by this warranty, Purchaser shall pay Supplier its then customary charges for any repair or replacement made by Supplier and there shall be a thirty-five percent (35%) re-stocking charge. Supplier's warranty is conditioned on Purchaser's (a) operating and maintaining the Equipment in accordance with Supplier's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Supplier. Supplier's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation. THEWARRANTIES SET FORTH IN THIS SECTION ARE SUPPLIER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY BELOW. SUPPLIER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE."
- 7. **Indemnity**. Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller 's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
- 8. **Force Majeure**. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
- 9. Cancellation. If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension. Certain Products and Materials are "Made to Order" therefore cancellation will not be allowed, and Buyer takes full responsibility of total costs of such items if cancelled
- 10. **LIMITATION OF LIABILITY**. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
- 11. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Florida without regard to its conflict of law provisions.