

Attention: Jody Simmon

February 28, 2024
9001-240227-014 - 0

To: The City of Sweeny Water Department,

Thank you for your inquiry. Please find enclosed our quotation for your review and acceptance.

Please let me know if you have any questions or require any further clarification.

Respectfully,

Jason Van Alstine

Hahn Equipment Co., Inc.



PERFORMANCE ON DESIGN CURVE AT 1770 RPM

	Shut Off	Design [2]	Run Out [5]		
Flow (USGPM)	0.0	1000.0	1387.0	Best Efficiency	83.00 % at 1008.0 USgpm
TDH-Bowl (ft)	238.0	168.0	111.0	Design Flow % BEP	99.21 %
TDH-Disch Flange (ft)	231.2	160.7	103.1	Pump Efficiency	82.19 %
Bowl Efficiency (%)	-	82.90	74.10	Overall Efficiency	78.08 %
Guaranteed Bowl Efficiency (%)	-	78.76	-	NOL Power	53.2 Hp at 1164.0 USgpm
Power (Hp)	33.0	51.2	52.4	Specified NPSH Ratio	1.1
Guaranteed Power (Hp)	-	55.3	-	Thrust Load Power Loss	0.22542 Hp
NPSHr (ft) [1]	-	14.1	22.7	Total Flow Derate Factor	1.00
NPSH Margin (ft) [1]	-	21.8	13.2	Total Head Derate Factor	1.00
Hydraulic Thrust(lb)	2261.0	1600.0	1054.0	Total Efficiency Derate Factor	1.00
Thrust (lb)	2509.2	1804.0	1222.1	Actual Submergence	40.00 in
Pressure-Bowl (psi)	103.0	72.7	48.1	Shaft Friction Power Loss	0.03 Hp
Pressure-Disch Flange (psi)	100.1	69.5	44.6	Min Flow (MCSF)	252.0 USgpm
Min Submergence (Inch) [3]	-	26.21	31.91	kWh per 1000 gal	0.67557
Friction Loss (ft) [4]	-	0.59	1.14	Impeller Running Clearance	0.13 in
Lineshaft Elongation (Inch)	0.00717	0.00507	-		
Column Elongation (Inch)	0.00050	0.00035	-		
Lateral (Inch)	0.13667	0.13472	-		

[1] at 1st impeller eye [2] rated values [3] from pump suction inlet [4] from bowl to disch flange [5] per published data

OPERATING CONDITIONS

Specified Flow	1000.00 USgpm
Specified TDH	165.00 ft
Rated Speed	1770 RPM
Atmospheric Pressure	14.70 psi
TPL	9.70 ft
Pumping Level	6.00 ft
Specified Sump Depth	10.00 ft
NPSHa at 1st Impeller	35.9 ft
NPSHa at Grade	34.0 ft
Operational Design	Variable Speed

FLUID CHARACTERISTICS

Fluid	Water
Fluid Temperature	68.0 °F
Specific Gravity	1.0000
Viscosity	1.0017 cP
Vapor Pressure	0.3393 psi
Density	62 lbs/ft³

MATERIALS & DIMENSIONS

Bowl Data

Bowl Material	Cast Iron with Glass Enamel
Impeller Material	316SS
Bowlshaft Material	416SS
Impeller Attachment	Taper Lock
Taperlock Material	Carbon Steel
Discharge Bowl Material	Cast Iron
Suction Type	Bell
Suction Material	Cast Iron
Bowl Bolting Material	Carbon Steel
Sand Collar	304SS
Pipe Plug	Iron
Suction Bearing	Bronze

Bowl Data

Discharge Bowl Bearing	Bronze
Intermediate Bowl Bearing	Bronze
Impeller Trim	7.75 in
Bowl Pressure Limit	380 psi
Model Max Sphere Size	0.94 in
Available Lateral	1.12 in
Bowl Shaft Diameter	1 11/16 in [42.9 mm]
Impeller Balance	Manufacturer's Standard
Impeller Design	Enclosed
Bowl Shaft Power Limit	374.82 Hp
Bowl Assembly Provided By	Xylem

Bowl Specials

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Column Data

Column Type	Threaded
Column Diameter	8 in [203 mm]
Lineshaft Diameter	1 in [25.4 mm]
Column Pipe Material	Carbon Steel
Lineshaft Material	416SS
Lineshaft Bearing Material	Rubber (Dog Bone)
Lineshaft Coupling Type	Threaded
Lineshaft Coupling Material	416SS
Column Loss	0.11 ft
Column Velocity	6.52 ft/s
Separate Bearing Retainer	304SS
Bearing Retainer Design	Separate
Maximum Bearing Spacing	5 ft [1.5 m] Spacing
Max Column Section Length	60 in

Column Data

Number of Bearings	1
First Lateral Critical Speed	2047 RPM
First Lateral Critical Speed Ratio	1.16
Second Lateral Critical Speed	7152 RPM
Second Lateral Critical Speed Ratio	4.04
Column Wall Thickness	0.32 in
Lubrication Method	(Open LS) Product Lube
Lineshaft Power Limit	70 Hp
Column Assembly Provided By	Xylem

Column Specials
Head Data

Head Type	DI (Ductile Iron)
Discharge Flange Rating	150 #
Disch Flange Pressure Limit	250 psi
Head Design	One Piece Head
Discharge Head Material	Ductile Iron
Headshaft Material	416SS
Headshaft Coupling Type	Threaded
Headshaft Coupling Material	416SS
Headshaft Diameter	1.00 in
Discharge Head Size	8 in [203 mm]
Discharge Head BD	16.5 in [419 mm]

Head Data

Sealing Method	Packing
Packing Material	Acrylic Yam and Graphite
Stuffing Box Material	Cast Iron
Stuffing Box / Seal Hsg Bolt	316SS
Stuffing Box / Seal Hsg Brg	Bronze
Head Loss	0.48 ft
Head Bolting	Carbon Steel
Split Gland	316SS
Head Assembly Provided By	Xylem

Head Specials
Motor Data

Driver Type	Vertical Hollow Shaft Motor
Manufacturer	US
HP Rating	60 Hp
Speed [Poles]	1800 rpm [4 pole]
Voltage	460 V
Phase / Frequency	3 PH / 60 Hz
Enclosure	TEFC
Efficiency / Config	Premium
Motor Efficiency	95.00 %
Motor Frame	364TP
BD	16.5 in
BX / U	1.00 in

Motor Data

BE	1.00 in
Thrust Level	100% HT
Thrust Capacity	5600 lbs
Inverter Duty	No
Steady Bushing	No
Coupling	NRR w/o Steady Bushing
Mfg Catalog Number	HT60P2CLG
Motor Part Number	H060C2A1GB-TPNU-00000A000
Motor Provided By	Xylem
Motor Mounted By	Distributor

Motor Specials
Coating Data

Bowl OD	Goulds Water Technology Blue Enamel
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Coating Data

Column OD	Goulds Water Technology Blue Enamel
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Coating Data

Head OD	Goulds Water Technology Blue Enamel
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Testing Data
Accessories

Optimize Gateway	Included
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Engineering Services

NSF 61 Certified Construction	Approved
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Engineering Services Notes
Miscellaneous Specials
Assembly and Crating

Assembly	Fully Assembled
Crating	Domestic Skid

Assembly and Crating Notes

In general, pumps are crated and shipped fully assembled* via standard freight methods (LTL/LCL) if overall crated length is 20 ft or less and weight is 2500 lbs or less. Up to 45 ft and 4000 lbs can still be fully assembled but will ship via dedicated freight methods (FTL/FCL/flatbed/air/special). Otherwise, each sub-assembly (bowl, column, and head) is crated separately ("column loose"). *Motors, suction cans, mechanical seals, spare parts, and other special items are crated separately. Coordinate specific expectations with the factory at time of order.

Weight Data

Total Bowl Weight	440 lbs
Total Column Weight	217 lbs
Head Weight	260 lbs
Motor Weight	900 lbs

Weight Data

Total Weight	1817 lbs
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Comments
INFO, WARNING & ERROR MESSAGES

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 and governed by our standard terms and conditions of sale - Xylem Americas. Available here: <https://www.xylem.com/en-us/support/xylem-americas-standard-terms-and-conditions/>

For units requiring a factory performance test, all performance tests will be conducted per ANSI/HI 14.6 standards unless otherwise noted. As a standard, test results for the primary design point meeting grade 2B tolerances for pumps with a rated shaft power of 134 hp or less and grade 1B for greater than 134 hp will be considered passing. If secondary or tertiary design points are required to be tested, these will be subject to grade 3B tolerances. For testing of more than 3 points, consult the factory. Other

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acceptance grades are available and must be clearly noted and mutually agreed upon between the Customer and Xylem before release to manufacture.

Holding shipment for testing approval allows 2 weeks of calculated production lead time for the approval process. If shipment approval has not been obtained by 4 weeks after submission of passing test results, Xylem reserves the right to ship product on purchase orders less than or equal to \$10,000 USD without explicit approval, or to impose storage fees until shipment approval is granted on purchase orders greater than \$10,000 USD. For planned approval processes exceeding 2 weeks, please consider that additional lead time and coordinate expectations with the factory, including storage fees. For faster shipment, select "No" to the hold shipment for testing approval option.

For units not requiring a factory performance test, product performance can be expected to meet 3B tolerances primarily due to the variability of field conditions. Field-measured performance may vary from factory-measured performance or published data as a result of unknown or unpredictable system conditions and measurement variability. If field performance testing is required after installation, factory performance testing before shipment is strongly recommended. Field performance test results do not constitute a warranty claim unless verified by Xylem.

The information provided in this submittal is published data nominally representative of the selected pump model's performance characteristics. If factory performance testing is included, actual as-tested performance curves for each tested pump will be provided after testing is complete. Impeller trim diameter is subject to change to meet intended design conditions.

Special requests are subject to further review after receipt of customer purchase order during the factory's order entry and design engineering processes. If NSF 61 certified construction is required, an additional audit will be completed. The Xylem team will communicate any discrepancies and possible changes. Xylem certifies that the materials specified with a NSF 61 certified construction are in compliance with NSF/ANSI/CAN 61 Drinking Water System Components - Health Effects. In compliance with NSF, Xylem vertical turbine pumps are assembled in NSF certified facilities in our Vertical Turbine Global Center of Excellence in Lubbock, TX, or our Vertical Column Pump factory in Pewaukee, WI. For more information, see our official listing here:
<https://info.nsf.org/Certified/PwsComponents/Listings.asp?Company=1D860&Standard=061>

Customer is responsible for verifying that the recommendations made and the materials selected are satisfactory for the Customer's intended environment and Customer's use of the selected pump. Customer is responsible for determining the suitability of Xylem recommendations for all operating conditions within Customer's and/or End User's control. Xylem disclaims all warranties, express or implied warranties, including, but not limited to, warranties of merchantability and fitness for a particular purpose, and all express warranties other than the limited express warranty set forth in the attached standard terms and conditions of sale – Xylem Americas attached hereafter.

Xylem does not guarantee any pump intake configuration. The hydraulic and structural adequacies of these structures are the sole responsibility of the Customer or his representatives. Further, Xylem accepts no liability arising out of unsatisfactory pump intake field operating conditions. The Customer or his representatives are referred to the Hydraulic Institute Standards for recommendations on pump intake design. To optimize the hydraulic design of a field pump intake configuration, the Customer should strongly consider performing a detailed scale model pump intake study. However, the adequacies of these recommendations are the sole responsibility of the Customer.

Xylem's standard enamel paint offering is a coating applied at no extra charge and is intended to provide a limited cosmetic improvement over the bare metal product. The coating will not prevent rust, corrosion, or fading. Fading, flaking, chipping, or bleeding rust can be expected within 3 months of exposure to weather or other elements. For applications where visual aesthetics or corrosion resistance is important, please consider one of our protective coating options.

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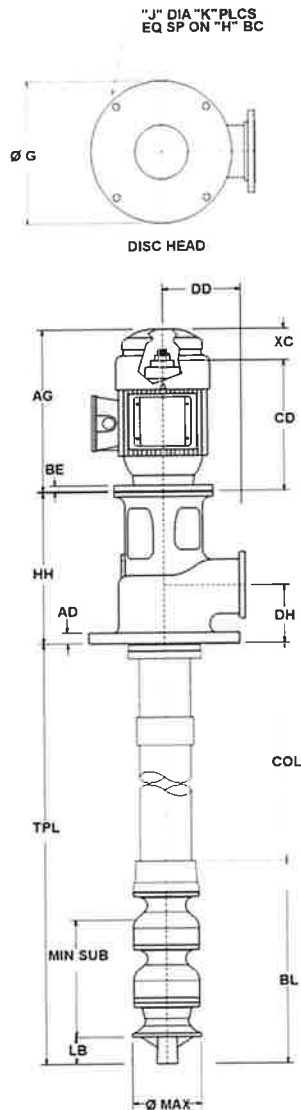
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DIMENSIONS

Dim G [Mounting Flange Dia]:	21.00 in
J [Mounting Flange Hole Dia]	0.75 in
K [Mounting Hole Places]	4
H [Mounting Flange Bolt Circle]	18.75 in
AG [Motor Height]	36.13 in
CD [Motor Coupling Height]	30.00 in
XC [Top Hdshft to top VHS Motor]	5.94 in
BD [Motor Base Dia]	16.50 in
BE [Motor Base Thickness]	1.00 in
Discharge Head Size	8.00 in
BD Head [Discharge Head Base Dia]	16.50 in
HH [Head Height]	21.00 in
AD [Mounting Flange Thickness]	0.88 in
DD [Disch Flange Stickout]	11.00 in
DH [Disch Flange Height]	9.00 in
R [Hanger Flange OD]	9.50 in
COL [Column Length]	72.19 in
Column Diameter	8.00 in
TPL [Total Pump Length]	116.38 in
MIN SUB [Minimum Submergence]	26.21 in
LB [Length to Bottom]	4.38 in
MAX [Max Assembly OD]	11.60 in
BL [Bowl Assembly Length]	44.19 in
SU [Shaft Stickup]	8.00 in
Discharge Flange	8"-150#

PUMP DATA

Column Diameter	8 in [203 mm]
Lineshaft Diameter	1 in [25.4 mm]
Specified Flow	1000.00 USgpm
Specified TDH	165.00 ft
Pumping Level	6.00 ft
Motor Manufacturer	US
Driver Type	Vertical Hollow Shaft Motor
Selected Motor Power	60.00 Hp
Motor Speed	1770 RPM
Phase / Frequency	3 PH / 60 Hz
Voltage	460 V

WEIGHTS

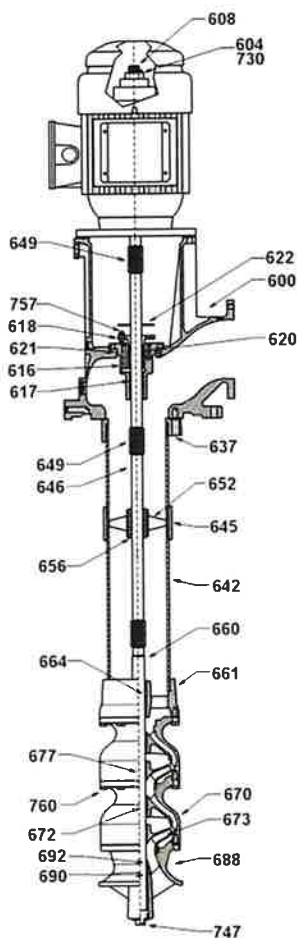
Total Bowl Weight	440 lbs
Total Column Weight	217 lbs
Head Weight	260 lbs
Motor Weight	900 lbs
Total Weight	1817 lbs

NOTES

1	Total Pump Length ± 1.0 inch.
2	Tolerance on all dimensions is .12 or ± .12 inch per 5 ft, whichever is greater.
3	All dimensions shown are in inches unless otherwise specified.
4	Drawing not to scale.
5	½" NPT – Gauge Conn (plugged)
6	Driver may be rotated at 90° intervals about vertical centerline for details refer to driver dimension drawing.
7	Refer to product IOM for impeller setting requirements.
8	This assembly has been designed so that its natural frequency responses avoid the specific operating speeds by an adequate safety margin. The design has assumed the foundation to be rigid.

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BILL OF MATERIALS

ITEM	PART NAME	CODE	MATERIAL	ASTM#
Head Assembly				
608	Headshaft	2227	SST 416	A582 S41600
600	Head - Discharge	1018	Ductile Iron 65-45-12	A536
604	Nut - Adjusting	2242	Carbon Steel 1018	A108
616	Box - Stuffing	1003	Cast Iron CL 30	A48 CLASS 30B
617	Bearing - Seal Housing	1618	Bismuth Bronze	B584 Modified
618	Gland - Split	1203	SST 316	A744M
620	Packing	5026	Graphite Packing	ML402-99
621	O-Ring	5302	Nitrile Buna N	D4322
622	Slinger	5121	Rubber EPDM	D3568
649	Coupling - Headshaft	2265	SST 416	A582M
730	Key - Motor Gib	2242	Carbon Steel 1018	A108
757	Screw - Gland Adj	2229	SST 316	A276
760	Capscrew - Hex	2298	Steel Bolting GR 8	J429
Column Assembly				
642	Pipe - Column	6501	Black Pipe Sch 40	A53
645	Column - Coupling	6501	Black Pipe Sch 40	A53
646	Lineshaft	2227	SST 416	A582 S41600
649	Coupling - Lineshaft	2265	SST 416	A582M
652	Retainer - Bearing	1205	SST 304	A744M
656	Bearing - Lineshaft	5121	Rubber EPDM	D3568
Bowl Assembly				
660	Bowlshaft	2227	SST 416	A582 S41600
661	Bowl - Discharge	1003	Cast Iron CL 30	A48 CLASS 30B
664	Bearing - Discharge Bowl	1618	Bismuth Bronze	B584 Modified
670	Bowl - Intermediate	6911	Cast Iron CL 30 Enamel	A48
672	Bearing - Intermediate Bowl	1618	Bismuth Bronze	B584 Modified
673	Impeller	1203	SST 316	A744M
677	Taperlock - Impeller	2242	Carbon Steel 1018	A108
688	Suction	1003	Cast Iron CL 30	A48 CLASS 30B
690	Bearing - Suction	1618	Bismuth Bronze	B584 Modified
692	Sandcollar	1205	SST 304	A744M
747	Plug - Pipe	1046	Malleable Iron	A197
760	Capscrew - Hex	2298	Steel Bolting GR 8	J429

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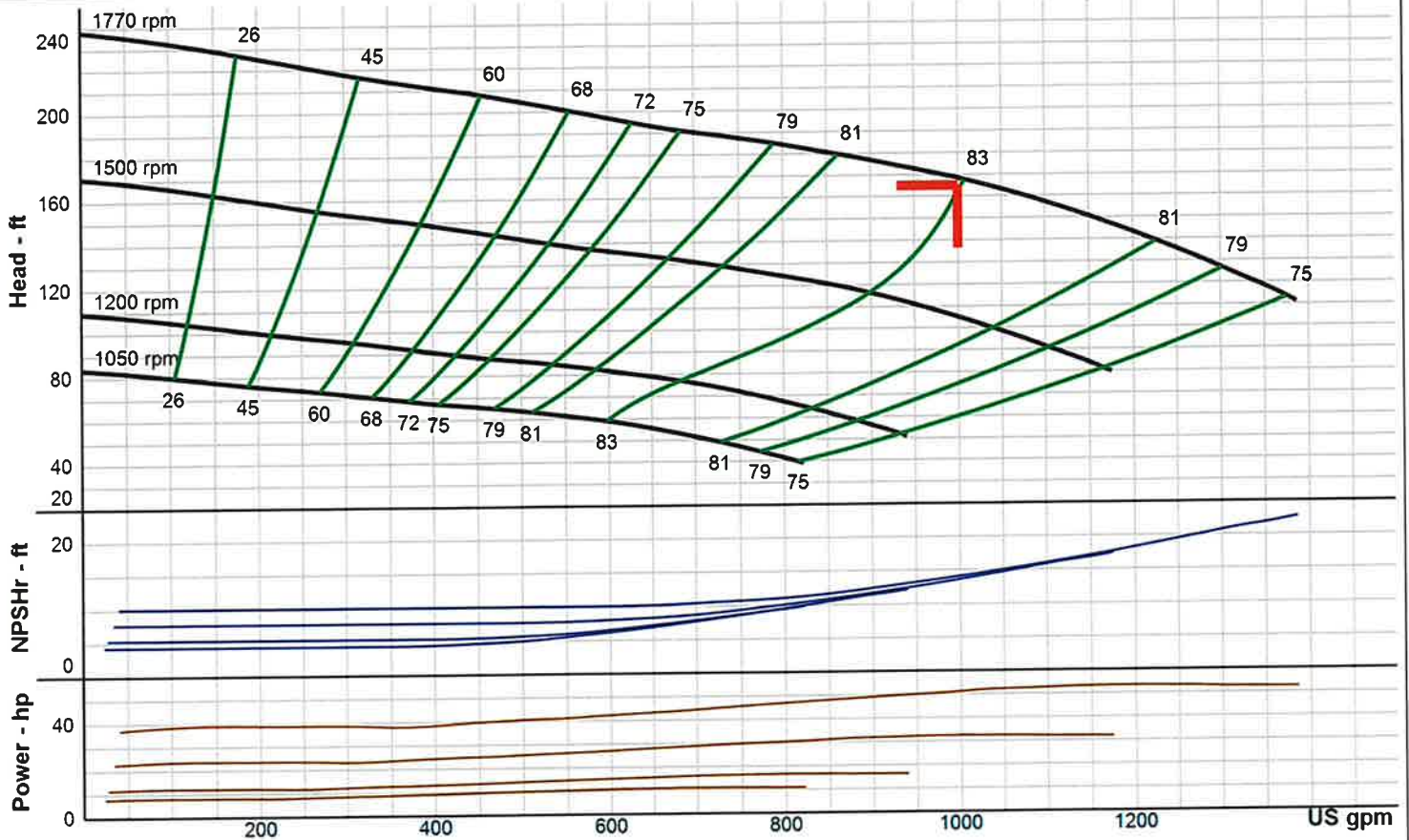
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Curve & hydraulic data presented is nominal performance based on ANSI/HI 14.6 acceptance grade 2B.

Design values are guaranteed within the following tolerances: Flow $\pm 8\%$, Head $\pm 5\%$, and optionally either Power $\pm 8\%$ or Efficiency $\pm 5\%$ at manufacturer's discretion.

Specified Flow	1000.00 USgpm	Shut Off Pressure (Bowl)	103.0 psi	Driver Size Criteria	NOL Power Across Design Curve
Specified TDH	165.00 ft	Shut Off Pressure (Disch Flange)	100.1 psi	Allow Service Factor	No
Rated Speed	1770 RPM	Run Out Flow	1387.0 USgpm	kWh per 1000 gal	0.67557
Atmospheric Pressure	14.70 psi	Run Out TDH (Bowl)	111.0 ft	NPSHr at Design	14.1 ft
Pumping Level	6.00 ft	Run Out TDH (Disch Flange)	103.1 ft	NPSH Margin at Design	21.8 ft
NPSHa at Grade	34.0 ft	Run Out Pressure (Bowl)	48.1 psi	Min Submergence at Design	26.21 in
NPSHa at 1st Impeller	35.9 ft	Run Out Pressure (Disch Flange)	44.6 psi	Actual Submergence	40.00 in
Fluid	Water	Bowl Efficiency at Design	82.90 %	Thrust K-Factor	9.5 lbpft
Fluid Temperature	68.0 °F	Guaranteed Bowl Efficiency	78.76 %	Thrust at Design	1804.0 lb
Specific Gravity	1.0000	Best Efficiency	83.00 %	Thrust at Shut Off	2509.2 lb
Viscosity	1.0017 cP	BEP Flow	1008.0 USgpm	Thrust at Run Out	1222.1 lb
Vapor Pressure	0.3393 psi	Design Flow % BEP	99.21 %	Bowl Material	Cast Iron with Glass Enamel
Density	62 lbs/ft³	Pump Efficiency	82.19 %	Bowl Material Derate Factor	1.00
Design Flow	1000.0 USgpm	Motor Efficiency	95.00 %	Impeller Material	316SS
Min Flow (MCSF)	252.0 USgpm	Overall Efficiency	78.08 %	Impeller Matl Derate Factor	1.00
Design TDH (Bowl)	168.0 ft	Friction Loss at Design	0.59 ft	Total Flow Derate Factor	1.00
Design TDH (Disch Flange)	160.7 ft	Power at Design	51.2 Hp	Total Head Derate Factor	1.00
Design Pressure (Bowl)	72.7 psi	Guaranteed Power	55.3 Hp	Total Efficiency Derate Factor	1.00
Design Pressure (Disch Flange)	69.5 psi	NOL Power	53.2 Hp		
Shut Off TDH (Bowl)	238.0 ft	Max Power (NOL) Flow	1164.0 USgpm		
Shut Off TDH (Disch Flange)	231.3 ft	Recommended Power	60.00 Hp		

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1. Agreement, Integration and Conflict of Terms. "Proposal" means the Seller's quotation, proposal and/or sales form, including any special conditions expressly incorporated by reference, and these terms and conditions. "Seller" means the applicable affiliate of Xylem Inc. that is party to the Agreement. "Buyer" means the entity that is party to the Agreement with Seller. "Agreement" means the definitive agreement, comprised of the Proposal and any other documents expressly included or incorporated by reference will govern the Buyer and Seller relationship. Seller's Proposal is expressly conditioned on Buyer's acceptance of these terms and conditions. Any additional or different terms and conditions contained in Buyer's purchase order or other communication will have no effect on the Agreement unless specifically agreed to in writing by the parties; and Seller hereby objects, and any such proposed modifications will not constitute Seller's acceptance of any such modifications. Seller's commencement of performance or delivery will not be deemed or construed as acceptance of Buyer's additional or different terms and conditions. In the case of any conflict among the foregoing documents, these terms will take precedence with the exception of (i) price and delivery, which will be governed by the order acknowledgment (if any) and invoice; and (ii) the warranty, which will be governed by Seller's product documentation. This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties and, further, can only be altered, modified or amended with the express written consent of Seller.

2. Quotation, Withdrawal, Expiration. Proposals are valid for thirty (30) calendar days from the date of issuance, unless otherwise provided therein. Seller reserves the right to cancel or withdraw the Proposal at any time with or without notice or cause prior to acceptance by Buyer to the Proposal terms, or after Buyer's acceptance if Buyer fails to complete any actions required by the Proposal for Seller to proceed. Seller nevertheless reserves its right to accept any contractual documents received from Buyer after this 30-day period.

3. Prices. Prices apply to the specific quantities stated in the Proposal. Prices include handling fees and standard packing according to Seller's specifications for delivery. Buyer will, as an additional charge, pay all costs and taxes for special packing requested by Buyer, including packing for exports. To the extent allowed under law, prices are subject to change without notice. The price for the goods does not include any applicable sales, use, excise, Goods and Services Tax, Value Added Tax, or similar tax, duties or levies. Buyer will have the responsibility for the payment of all such applicable taxes.

4. Payment Terms. Seller reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms should Buyer's credit standing not meet Seller's acceptance. Unless different payment terms are expressly set forth in the applicable Proposal or order acknowledgment or Sales Policy Manual, goods will be invoiced upon shipment. Buyer's payment must be in Seller's local currency, as determined by Seller's office location to which the order has been submitted. Any payment amount made by Buyer via credit card will be subject to a 3.5% charge. Payment in full is due within thirty (30) days from the invoice date ("Payment Due Date"), unless otherwise stated in Seller's documentation. Any Buyer-requested delivery delay solely affects delivery date and will not in any way alter the original Payment Due Date. If Buyer fails to make payment when due, Buyer agrees that Seller may apply a service or finance charge of the lesser of (i) one and one-half percent (1.5%) per month (eighteen percent (18%) per annum), or (ii) the highest rate permitted by applicable law, on the unpaid balance of the invoice from and after the invoice due date. Buyer is responsible for all costs and expenses associated with any checks returned due to insufficient funds. All credit sales are subject to prior approval of Seller's credit department. Export shipments will require payment prior to shipment or an appropriate Letter of Credit. If, during the performance of the Agreement, the financial responsibility or condition of Buyer is such that Seller in good faith deems Buyer insecure, Seller may: (a) request financial assurances; (b) suspend performance and will not be obligated to continue performance under the Agreement; (c) stop goods in transit and defer or decline to make delivery of goods, except upon receipt of satisfactory security or cash payments in advance; and/or (d) terminate the order per Article 11. Seller also retains any/all rights to enforce payment defaults to the full price of the work completed and in process. Upon default by Buyer in making payment when due, if Buyer fails to immediately and without demand pay to Seller the entire amount in default for any and all shipments made to Buyer, irrespective of the applicable terms and/or contract under which those shipments were as a debt due to Seller, Seller may withhold all subsequent shipments until the full amount in default is settled. Acceptance by Seller of less than full payment will not be a waiver of any of its rights hereunder. Buyer may not assign or transfer this Agreement or any interest in it, or monies payable under it, without the prior written consent of Seller and any assignment made without this consent will be null and void.

5. Title, Delivery, Risk of Loss. Delivery dates are estimates, and time is not of the essence. Unless otherwise specified by Seller, delivery and transfer of risk of loss for shipments to Buyers that are not Related Party Buyers will be made Ex Works (Incoterms 2020), Seller's plant or Distribution Center. Title will pass when risk of loss transfers. If Seller is required to warehouse or store goods on behalf of Buyer, due to a Buyer delay or request (see Article 22), warehouse and storage fees will be applied and payable upon invoice, as well as any required maintenance throughout the delay. Risk of loss for all stored goods will be borne by Buyer from the start of this period. Seller has no obligation to the Buyer to arrange insurance while Buyer's goods are in storage at named place, with all such responsibility and insurance to be borne by Buyer accordingly. Seller will not be responsible to Buyer for any loss, whether direct, indirect, incidental, or consequential in nature, or for any loss of profits or revenue, or liquidated damages, arising out of or relating to any failure of the goods to be delivered by the specified delivery date. In the absence of specific instructions, Seller will select the carrier. Buyer will reimburse Seller for the additional cost of its performance resulting from inaccurate or lack of delivery instructions, or by any act or omission on Buyer's part. Any such additional cost may include storage, insurance, protection, re-inspection, and delivery expenses. Buyer further agrees that any payment due on delivery will be made on delivery into storage as though goods had been delivered in accordance with the order.

"Related Party Buyers" means Buyers, directly or indirectly, owned more than 50% by Xylem Inc. or under significant or joint control by Xylem Inc. For export shipments from the USA to Related Party Buyers, title and risk of loss for the goods will pass to the Related Party Buyer at the port of destination. Incoterm 2020 shall be DAP (Destination). Related Party Buyer will be importer of record for any customs clearance. For shipments to Related Party Buyers that are not export shipments from the USA, delivery, and transfer of risk of loss will be FCA (Incoterms 2020), Seller's plant or Distribution Center unless otherwise specified. Title will pass when the risk of loss passes to Buyer. Buyer grants to Seller a continuing security interest in and a lien upon the goods supplied by Seller under this Agreement and the proceeds thereof (including insurance proceeds), as security for the

payment of all such amounts and the performance by Buyer of all of its obligations to Seller under the Agreement and all such other sales, and Buyer will have no right to sell, encumber or dispose of the goods. Buyer's respective insurance policy for any such Seller claim will include a waiver of subrogation in favor of Seller. Buyer will execute any and all financing statements and other documents and instruments and do and perform any and all other acts and things which Seller may consider necessary, desirable, or appropriate to establish, perfect or protect Seller's title, security interest and lien. In addition, Buyer authorizes Seller and its agents and employees to execute any and all such documents and instruments and do and perform any and all such acts and things, at Buyer's expense, in Buyer's name and on its behalf. Such documents and instruments may also be filed without the signature of Buyer to the extent permitted by law.

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

Except as otherwise provided by law, Seller will, at its option and at no cost to Buyer, either repair or replace any goods which fails to conform with the Warranty; provided, however, that under either option, Seller will not be obligated to remove the defective goods or install the replaced or repaired goods and Buyer will be responsible for all other costs, including service costs, shipping fees and expenses.

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

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE GOODS PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. EXCEPT AS OTHERWISE PROVIDED BY LAW, BUYER'S EXCLUSIVE REMEDY AND SELLER'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES ARE LIMITED TO REPAIRING OR REPLACING THE GOODS AND WILL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE BUYER HEREUNDER.

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

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

To the extent the Agreement provides a specified remedy for a default or breach, the given remedy will be Seller's sole liability and Buyer's sole and exclusive remedy for the default or breach to the exclusion of any and all other remedies that may be available at law, in equity, or otherwise. The terms of this Article 8 survive expiry or termination of the Agreement and prevail over all other provisions contained in the Agreement.

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

10. Force Majeure. Seller may cancel, terminate, or suspend this Agreement and Seller will have no liability for any failure to deliver or perform, or for any delay in delivering or performing any obligations, due to acts or omissions of Buyer and/or its contractors, or due to Force Majeure. "Force Majeure" means any event or circumstance beyond Seller's reasonable control, including but not limited to: (A) acts of God, such as natural disasters, drought, fire, flood, earthquake, tsunami; (B) war (declared or undeclared), riots, insurrection, rebellion, acts of the public enemy, acts of terrorism, sabotage, blockades, governmental authorities acts or inactions, embargoes; (C) disease, pandemics, epidemics; (D) currency restrictions; and (E) labor shortages or disputes, unavailability of materials, fuel, power, energy or transportation facilities; failures of suppliers or subcontractors to effect deliveries. In all such cases, the time for performance will be extended in an amount equal to the period necessary for Seller to recover from the event, provided that Seller will, as soon as reasonably practicable after it has actual knowledge of the beginning of any excusable delay, notify Buyer of the delay and of the anticipated duration and consequence thereof; and, to the extent the Force Majeure impacts the pricing specified in the Proposal or Agreement, as the case may be, Seller will notify Buyer of the revised pricing and its basis. Should Buyer reject any such Force Majeure-related pricing increase, the parties will resolve in accordance with the Agreement's dispute resolution process. Seller will resume performance of its obligations hereunder with the least possible delay.

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

Notwithstanding anything to the contrary in the Agreement, if the commencement by or against Buyer of any voluntary or involuntary proceedings in bankruptcy or insolvency, or if Buyer will be adjudged bankrupt, make a general assignment for the benefit of its creditors, or if a receiver will be appointed on account of Buyer's insolvency, Seller may, upon providing Buyer notice that has immediate effect upon issuance, terminate the Agreement. If Buyer fails to make any payment when due under this Agreement, or if Buyer does not correct or, if immediate correction is not possible, commence and diligently continue action to correct any default of Buyer to comply with any of the provisions or requirements of this Agreement within ten (10) calendar days after being notified in writing of such default by Seller, Seller may, by written notice to Buyer, without prejudice to any other rights or remedies which Seller may have, terminate its further performance of this Agreement. If any termination under this Article 11, Seller will be entitled to receive payment as if Buyer has cancelled the Agreement as per the preceding paragraph immediately and without notice as a debt due. Seller may nevertheless elect to complete its performance of this Agreement by any means it chooses. Buyer agrees to be responsible for any additional costs incurred by Seller in so doing. Upon termination of this Agreement, the rights, obligations and liabilities of the parties which will have arisen or been incurred under this Agreement prior to its termination will survive such termination.

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

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

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

15. Specifications; Back-charges. Changes in specifications requested by Buyer are subject to Seller's written approval. If such changes are approved, the price for the goods and the delivery

schedule will be changed to reflect such changes. Buyer will not make purchases, nor will Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

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

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

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

19. Export Regulation. Seller's goods, including any software, documentation and any related technical data included with, or contained in, or utilized by such goods or deliverables, may be subject to applicable export laws and regulations, including United States Export Administration Regulations and Buyer will comply with all such applicable laws and regulations. In particular, the Buyer will not, and will not permit any third parties to, directly or indirectly, export, re-export or release any goods to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any goods is prohibited by applicable law, regulation, or rule. The Buyer will be responsible for any breach of this Article 19.

20. Privacy and Customer Data. Buyer acknowledges that Seller may collect and process personal data for the purposes outlined in the contract. Seller's data privacy policy is available at <https://www.xylem.com/en-us/support/privacy/>. Buyer acknowledges that it has read and understood Seller's privacy policy and agrees to the use of personal data outlined herein. The collection and use of personal data by Buyer is Buyer's responsibility. Some Seller goods are equipped with cloud communication capability resulting in these goods automatically transmitting, on an encrypted basis, data to Seller's X-Cloud. Unless otherwise specified in the Agreement, Buyer agrees and authorizes Seller to indefinitely store any data collected from Seller goods ("Customer Data") on Seller's hardware, software, networking, storage, and related technology. Buyer grants Seller and Seller's affiliates a worldwide, royalty-free, non-exclusive, irrevocable right and license to access, store and use such Customer Data to: (a) provide services; (b) analyze and improve services; (c) analyze and improve any Seller or affiliate goods or software; and (d) for any other internal use, provided any such internal use is limited to using the Customer Data in an aggregated and anonymized manner that cannot be reconstituted as Buyer's Customer Data.

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

22. Changes. Any requested change(s) to the work set forth in this Agreement, including to the delivery schedule, requires the parties to enter into a written change order that contains a description of the change(s) and all other applicable terms, including change in price, storage fees, and/or delivery schedule ("Change Order"). A Change Order may be requested by either party. For any Buyer-related change to the delivery schedule, including any due to a Buyer delay, the parties will enter into a Change Order and any such Change Order will state the revised delivery date(s), the revised Agreement price, storage and maintenance fees, and all other respective revisions. Seller will not be obliged to proceed with any change and no such change will be binding or have any effect on Seller or this Agreement unless/until the parties enter into a Change Order; provided, however, that if Seller must store goods due to a buyer delay, all associated risk, expenses, and fees will nonetheless be borne by Buyer from the beginning of the delay period. Should Seller's ability to proceed with the work be altered by Buyer's delay in entering into a Change Order, Seller also will be entitled to assess late fees and suspend performance of all work for the period of delay.