		ZENON ENVIRONMENTAL CORPORATION 3600 HORIZON BLVD BUCKS 19053-6742 TREVISE PHONE: 1-866-439-2837 FAX: 866-891-4893 (ORDER PLACEMENT)			<h1>Quotation</h1>		
		<b>Quote Date</b> 28AUG2024		<b>Quotation Exp. Date</b> 01DEC2024		<b>Veolia WTS Quote</b> <b>20632347</b>	
<b>Sales Org.</b> B493		<b>Sales Representative / Contact</b> CRAIG BROWN			<b>Reference</b>		
<b>Sold To: 1000120001</b> CITY OF PFLUGERVILLE 100 EAST MAIN STREET, PFLUGERVILLE TX 78660-2743 UNITED STATES				<b>Ship To: 4000147448</b> CITY OF PFLUGERVILLE 17601 WEISS LANE PFLUGERVILLE TX 78660-8986 UNITED STATES			
<b>Bill To: 0000476468</b> CITY OF PFLUGERVILLE ATTN: ACCOUNTS PAYABLE PO Box 589 PFLUGERVILLE TX 78691-0589 UNITED STATES				<b>Payment Terms</b> Net 30 Days from Date of Receipt of Invoice			
				<b>Inco Terms</b> DDP POINT OF DESTINATION			
				<b>Currency:</b> U.S. Dollar			
				<b>Freight:</b> Freight Prepaid			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount	
10	3134282 MOD/PKG,ZW500D,440,CP5,1M						
	32 EA	32	EA	3,287.00	EA	105,184.00	
20	3095534 FEE,FREIGHT/INSURANCE						
	1 EA	1	EA	17,275.00	EA	17,275.00	
***** REQUEST FOR QUOTATION: Prepared By: Ernie Russell Veolia Commercial Operations, ZeeWeed Products  PLEASE REFERENCE THIS QUOTATION NUMBER with your order to ensure correct pricing and on-time delivery. Please notify the contact above if changes to this quotation are needed.  PLEASE PROVIDE REQUESTED DELIVERY DATE with your order.  AVAILABILITY / LEAD TIME: At the time of this quotation, there is no available product in inventory. Estimated lead time is 78-82 weeks, and exclusive of freight transit time.							

Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless otherwise indicated above. Taxation rates shown are based on tax codes in effect at the time of this quotation, and are subject to change.

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<b>Currency:</b> U.S. Dollar			<b>Freight:</b> Freight Prepaid			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
	<p>Availability is subject to change.</p> <p>ORDER PLACEMENT / ORDER STATUS: Please send your Purchase Order to:</p> <p>VEOLIA North America Customer Care Contacts: Tel: 1-866-439-2837 (Select Option 2) Email: nam.fulfillment.4@veolia.com</p> <p>*Note: Minimum Order Value is \$100.00 *Note: please follow the PO guidelines in the covering email of this quote</p> <p>SHIPPING POINT: Oakville, ON Canada L6M 4B2</p> <p>PAYMENT: VEOLIA prefers to receive payment by wire transfer and will also accept payment by courier check/cheque.</p> <p>Wire transfer information for "legal entity" send details to: SHD WATS REMIT-NAM vtc.vwts.remit-nam.all@veolia.com</p> <p>Bank of America Merrill Lynch C/O ZENON Environmental Corporation 901 Main Street Dallas, TX 75202 ACCT# 4426318136 ABA# 026009593 SWIFT# BOFAUS3N ACH# 111000012</p>					

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DDP POINT OF DESTINATION							
<b>Currency:</b> U.S. Dollar				<b>Freight:</b> Freight Prepaid			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount	
	TERMS: All sales are subject to Veolia's terms and conditions, contained within this quotation.  Thank You! - We Appreciate Your Business! ***** VWTS would like to note that under the current exceptional circumstances across global supply chains and logistics networks, WTS may not be in a position to guarantee and comply with the planned schedule for product / project delivery or performance. VWTS reserves the right to modify the schedule / contract accordingly. VWTS will promptly inform you of any changes which may impact the contract or the project. ***** NOTES RELATED TO ZEEWEED MEMBRANES:  DDP - Delivery will be by standard ocean/ground on the basis of DDP customer site  Partial shipments will be acceptable unless otherwise specified. Due to varying origins and availability, non-membrane items included in this proposal may be shipped separately from the membranes. Should separate shipments be required, where possible, VEOLIA will strive to provide these items on or before the delivery of the membranes.  ORIGIN - ZeeWeed membranes originate from the VEOLIA Water Technologies & Solutions, ZENON Membrane Products (ZEM), Bláthy Ottó u 4, Oroszlány, 2840 Hungary facility. Inbound freight from Hungary to						


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<b>Bill To: 0000476468</b> CITY OF PFLUGERVILLE ATTN: ACCOUNTS PAYABLE PO Box 589 PFLUGERVILLE TX 78691-0589 UNITED STATES				<b>Payment Terms</b>		
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				DDP POINT OF DESTINATION		
<b>Currency:</b> U.S. Dollar				<b>Freight:</b> Freight Prepaid		
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
	<p>Oakville has been included in the quote.</p> <p>In the event an invoice is issued on shipment of goods from a VEOLIA Hungarian production facility, payment terms will be extended by an additional 45 days to account for the additional transit time to the delivery location.</p> <p><b>PRICE REVIEW:</b> Notwithstanding the terms set forth herein or of any agreement or acceptance of Seller's quotation, Seller reserves the right at any time and from time to time by notice in writing to the Buyer to (a) determine periodic price reviews based on Goods raw material increase arising from currency devaluations (b) increase Prices (or impose temporary price adjustments) based on increases in the cost of base components for the Goods or Services provided, where the increase is due to increased global demand, limited supply, temporary product shortages, allocation of supply, or such other similar inflationary pressures; and (c) impose a surcharge equal to any increase in the cost of the Goods or Services as a result of a modification of exchange rates, duties, taxes or other levies imposed by public authorities.</p> <p><b>SHIPMENT/ COLLECTION DELAYS:</b> The membrane/equipment sale will be subject to price adjustment if not collected within 1 month of readiness for Shipment. After the one month of Readiness for Shipment if Purchaser does not send his agreement to receive or collects the membrane/equipment (depending on Incoterms), Seller is entitled to reallocate the</p>					

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SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
	<p>membrane/ equipment to another customer. The corresponding down payment previously paid by Purchaser will be, at Purchaser choice, returned to Purchaser minus the administrative costs incurred by Seller, or will be assigned to the down payment of a new order for membrane/equipment at market price. New lead time will be confirmed once new order is received.</p> <p>TEMPERATURE - UF membranes cannot be allowed to freeze or overheat and may require temperature-controlled freight and handling according to the season and the planned routing. If required, the price of temperature control will be included within the firm quote on freight by VEOLIA.</p> <p>UNLOADING - may require one of or a combination of a pump truck, loading dock, extended forks and an experienced fork lift driver at delivery destination.</p> <p>EXPORT DOCUMENTS - All ZeeWeed membrane module shipments into the USA require clearance documentation from the EPA. VEOLIA will prepare and provide the required EPA documentation to the Carrier.</p> <p>MPF - Merchandise processing fee is a fee assessed for formal custom entries based on 0.35% of the invoice value, with a minimum of USD \$25 per formal entry and a maximum of USD \$485. On the basis of DDP terms, this fee will be paid by VEOLIA within the quoted price. On the basis of FCA terms, this fee will be the responsibility of the Buyer.</p> <p>DUTY - A US Customs duty of 3.9% applies to all</p>					

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	<b>Inco Terms</b> DDP POINT OF DESTINATION

<b>Currency:</b> U.S. Dollar	<b>Freight:</b> Freight Prepaid
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SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
	ZeeWeed membranes shipped individually or in shipping frames; not in operational cassette frames. On the basis of DDP terms, this duty will be paid by VEOLIA within the quoted price. On the basis of FCA terms, this duty will be paid by the Buyer. Any new duty imposed after the date of this proposal is the responsibility of Buyer.  Due to varying origins and availability, non-membrane items included in this proposal may be shipped separately from the membranes. Should separate shipments be required, where possible, VEOLIA will strive to provide these items on or before the delivery of the membranes. *****					

SALES DISCOUNT	USD	0.00
NET PRICE	USD	122,459.00
<b>TOTAL AMOUNT</b>		<b>122,459.00</b>

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# Veolia Water Technologies & Solutions

## Terms & Conditions of Sale

1. **Exclusive Terms and Conditions.** Together with any other terms the parties agree to in writing, these Terms and Conditions of Sale form the exclusive terms ("Agreement") where by Buyer agrees to purchase, and sell Goods and provide advice, instruction and other services in connection with the sale of those Goods ("Services"). Notwithstanding any provisions communicated in any way by Buyer to Seller prior to this Agreement including any terms contained in any request for quote by Buyer, Buyer agrees that this Agreement will control the relationship by accepting Goods and Services from Seller, even if Buyer sends to Seller other terms and conditions to which Seller may not respond.
2. **Buyer Obligations.** Seller will not control the actual operation of either Buyer's systems or Goods at the site, and unless otherwise specifically agreed in writing, installation of Goods shall be the responsibility of Buyer. Goods and Services provided hereunder are based upon the information Buyer makes available to Seller, and Seller reserves the right to utilize the most compact and feasible design compatible with sound engineering practices, and to make changes in details of design, construction and arrangement of Goods unless precluded by limitations (including, but not limited to actual space and feedwater/substance quality specifications) specified by Buyer in writing at the time an order is placed. If no such limitations are specified, Seller shall not be held responsible for incompatibility of the Goods and Services due to changes in feedwater/substance quality specifications or site conditions nor for incompatibility with actual space or design limitations, which were not initially disclosed by Buyer and become apparent at a later date. For Services to be accurate and Goods to work as intended, Buyer must fulfill the following obligations ("Obligations"): (a) provide Seller complete and accurate information and data relevant to the scope of work to be provided, such as information related to Buyer's site conditions, systems, related equipment and process, feedwater or other substances to be treated or measured with the Goods, including any hidden, unapparent, or changing conditions that may affect the effectiveness of the Goods; (b) operate all related systems and the Goods within the agreed to control parameters or, if none, within industry customary operating conditions; (c) maintain all related systems and Goods in good operating condition and repair; and (d) maintain and handle Goods in a proper and safe manner. If Buyer fails to fulfill the foregoing Obligations, Seller shall be relieved of any obligations with respect to warranties or any other commitments made to Buyer in writing, and Seller shall have no liability for any loss, damage or injury which Buyer may sustain or for which Buyer may be liable. Buyer is solely responsible for the operation of Buyer's systems, including ensuring that the systems are operated and maintained properly and comply with all laws, rules, regulations, license conditions and orders. Seller will not operate, inspect or maintain Buyer's systems or act as a licensed operator as defined by local regulatory authorities.
3. **Delivery.** Title and risk of loss or damage to Goods as well as containers and tanks in which Goods are contained, except as provided for in section 8 of this Agreement, shall pass to Buyer upon delivery to carrier at designated shipping point. Delivery dates indicated by Seller are only approximate. Quotations and proposal drawings provided by Seller show only general style, arrangement and approximate dimensions and weight.
4. **Payment and Prices.** Unless otherwise specified in writing, payment is due net thirty (30) days from the date of Seller's invoice. If Seller shall have any doubt at any time as to Buyer's ability to pay, Seller may decline to make deliveries except on receipt of satisfactory security. The prices quoted herein do not include taxes. Buyer shall be directly responsible, and reimburse Seller, for the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale of delivery of any products or services furnished hereunder. Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities if applicable. For multi-year agreements, pricing stated shall remain firm for 12 months, after which Seller shall be entitled to adjust pricing upward on an annual basis according to the designated formula used by Seller in Buyer's country and which shall be notified to Buyer. Unless otherwise specified, all prices are FOB point of shipment. Buyer agrees to reimburse Seller for collection costs, including 2% interest per month, should Buyer fail to timely pay. Buyer shall have no rights to any setoffs of any nature relating to any payments due under the Agreement. Notwithstanding the terms set forth herein or of any agreement acceptance of Seller's quotation, Seller reserves the right at any time and from time to time by notice in writing to the Buyer to (a) increase Prices (or impose temporary price adjustments) based on increases in the cost of base components for the Goods or Services provided, where the increase is due to increased global demand, limited supply, temporary product shortages, allocation of supply, or such other similar inflationary pressures; and (b) impose a surcharge equal to any increase in the cost of the Goods or Services as a result of a modification of exchange rates, taxes or other levies imposed by public authorities.
5. **Payment for Excessive Usage; Lost and Damaged Goods.** If payment for Goods is based on some factor other than the actual amount of Goods delivered (e.g., payment is for a fixed amount, or based on usage or production), then Buyer agrees to pay for all Goods (a) consumed as a result of Buyer's failure to comply with Obligations as set forth in Section 2; or (b) lost or damaged after delivery to Buyer. Buyer shall provide Seller all information necessary to calculate amounts due and enable Seller to audit those records.
6. **Consigned Goods.** Buyer shall bear all risk of loss and damage to all consigned Goods in Buyer's possession or control, notwithstanding Buyer's exercise of reasonable care. Seller shall have the right to enter Buyer's premises at all reasonable times to inspect such Goods and related records. Upon request, Buyer agrees to return such Goods to Seller pursuant to Seller's shipping instructions.
7. **Limited Warranties.** Seller warrants that the Goods shall conform to published specifications and shall be free from defects in material and workmanship when at all times operated in accordance with Seller's written instructions; and that the Services will be performed with the degree of skill which can reasonably be expected from a seller engaged in a comparable business and providing comparable services under comparable circumstances. Under no circumstances do Services include the operation, inspection or maintenance of Buyer's systems or acting as a licensed operator as defined by local regulatory authorities. Unless otherwise provided in any Warranty Schedule that may be attached hereto, the foregoing warranties are valid: (a) for Chemicals, the earlier of, the shelf-life of the product, or 6 months from their date of delivery or the provision of Services; (b) for Consumables, including Filters and Membranes, 12 months from their date of delivery; (c) for Goods other than Chemicals and Consumables, the earlier of, 15 months from receipt, or 12 months from start-up/first use. Unless expressly agreed in a "Performance Warranty Document" signed between the parties on a separate basis, there is no performance warranty on Goods and Services or warranty on process results. For Goods not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only. Any claim for breach of these warranties must be promptly notified in writing or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the Goods or Services or any breach of these warranties is limited to, at Seller's option: (a) replacement of non-conforming Goods or refund of purchase price of the non-conforming Goods; and (b) re-performance of the Services at issue, or a refund of the amount paid for the Services at issue. No allowance will be made for repairs or alterations made by Buyer without Seller's written consent or approval. Goods may not be returned to Seller without Seller's written permission. Seller will provide Buyer with a "Return Material Order" number to use for returned goods. Buyer, as the original purchaser, is not entitled to extend or transfer this warranty to any other party. The foregoing warranties are in lieu of and exclude all other warranties, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.
8. **Use of Equipment, Tanks, and Containers.** Semi-bulk containers (SBCs) owned by Seller shall be used only for the storage of Goods approved by Seller and Buyer shall return to Seller all SBCs owned by the Seller in an "empty" condition, as defined by appropriate transport or environmental regulations. Title to, and risk and ownership of, all equipment, product containers (e.g., pails, drums, recyclable intermediate bulk containers "IBC"), and tanks supplied to Buyer shall pass to Buyer as provided for in Section 3 of this Agreement, except that returnable SBCs shall remain property of Seller, unless otherwise stated in Seller's documentation.
9. **Compliance With Laws; Permits.** Buyer is responsible for compliance with all laws and regulations applicable to the operations of its systems and to the storage, use, handling, installation, maintenance, removal, registration and labeling of all Goods from and after Buyer's receipt of the Goods, as well as for the proper management and disposal of all waste and residues associated with the Goods (including but not limited to containers, excess or off-spec product, testing wastes (e.g., spent or expired lab reagents and test kits) and signing manifests for waste transport and disposal. Buyer agrees to ensure that all Goods and Services provided to Buyer for export are exported only in compliance with applicable export control laws and regulations. Permits and licenses which are required to operate apparatus or equipment or to use the Goods, shall be procured by Buyer at Buyer's sole expense. Buyer shall be responsible for and procure all permits, licenses, exemptions, authorizations and approvals necessary to the operation of its systems, including but not limited to permits related to liquid and solid waste handling and discharge, air and water emissions, sound, safety, etc. Seller shall not be liable if any such permit, license, exemption, authorization or approval is delayed, denied, revoked, restricted, violated or not renewed and Buyer shall not be relieved thereby of its obligations to pay Seller in accordance with this Agreement.
10. **Force Majeure.** Neither party will be responsible to the other (and no event of default will be deemed to have occurred) if uncontrollable events make it impracticable or commercially unreasonable for either party to perform under the terms of this Agreement, provided no force majeure shall apply to Buyer's obligation to pay in a timely manner for Goods and Services. Scheduled delivery dates are subject to extension when a force majeure event occurs.
11. **Confidentiality and Intellectual Property.** Both parties agree to keep confidential the other party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Goods to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables supplied or developed under this Agreement subject

to Buyer's right to use such drawings and data for its own use without additional cost. Buyer acknowledges that Seller is in the business of selling the Goods subject to this Agreement and agrees that it will not file patent applications on the Goods, or processes and methods of using the Goods, without Seller's express written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its customers based upon purchase and use of such Goods. Buyer shall be fully liable for any infringement of patent rights of third parties arising out of the products supplied hereunder where the construction, and other characteristics of such products including modification of the Goods and Services, is prescribed to the Seller, or completed independently by the Buyer or agent(s). Buyer shall fully defend and indemnify the seller in case of such claim(s). Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to buyer a limited, non-exclusive and terminable license to such software for the term of this Agreement. Buyer agrees not to copy, sub-license, translate, transfer, reverse engineer, or decode the software. Unless otherwise expressly agreed by Seller, this license shall terminate and the software shall be returned to Seller upon termination of this Agreement, or the material breach of the terms in this section. Buyer shall defend and indemnify Seller in respect of any claim or liability suffered by Seller in connection with infringement of any third party rights based on design, specifications or requirements prescribed by Buyer or its agent.

12. Limitation on Liability. Except where expressly communicated to Seller, Seller shall have no liability for incompatibility of Goods with Buyer's actual space or design limitations. To the extent permitted by law, the total liability of the Seller for all claims arising out of or relating to the performance or breach of this Agreement or use of any Goods Services shall not exceed the annual contract value of this Agreement. Seller shall not be liable for any advice, instruction, assistance or any services that are not required under this Agreement or for which Seller does not charge Buyer. In no event will either party be liable to the other for lost profits or revenues, cost of capital or replacement or increased operating costs, lost or decreased production, claims of Buyer's customers for such damages or any similar or comparable damages, or for any incidental, special, consequential or indirect damages of any type or kind, irrespective of whether arising from actual or alleged breach of warranty, indemnification, product liability or strict liability, or any other legal theory. If Buyer is supplying Seller's Goods or Services to a third party, Buyer shall require the third party to agree to be bound by this clause. If Buyer does not obtain this agreement for Seller's benefit for any reason, Buyer shall indemnify and hold Seller harmless from all liability arising out of claims made by the third party in excess of the limitations and exclusion of this clause.

13. Conflicts; Survival, Assignment. If there is any conflict between this Agreement and any written proposal or quotation provided by Sellers, then the terms and conditions set forth in the proposal or quotation shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and the Agreement shall be interpreted and implemented in a manner which best fulfills our intended agreement. This Agreement may only be assigned by Seller to any affiliate.

14. Termination and Cancellation. This Agreement and any performance pursuant to it may be terminated or suspended by either party if the other party (a) is the subject of bankruptcy or insolvency proceedings; or (b) defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days. Upon the termination of this Agreement: (a) Buyer agrees to pay for all Goods in Buyer's possession or for which title has passed to Buyer, at current prices or at such other prices as have been agreed to in writing; and (b) all amounts owing, if any, for the equipment or tanks relating to those Goods shall immediately become due and shall be paid within thirty (30) days of receipt of an invoice. In the event of cancellation of an order by Buyer, a cancellation charge will be made against the Buyer, in proportion to the work completed by Seller, or obligated against the order, plus any cancellation charges assessed against Seller by Seller's suppliers.

15. Governing Law and Dispute Resolution. This Agreement shall be governed by the substantive laws of the State of New York. The UN Convention on the International Sale of Goods shall not apply. In the event of a dispute concerning this Agreement, the complaining party shall notify the other party in writing thereof. Management level representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court in Philadelphia, PA, and the rules of the arbitration will be the Commercial Arbitration Rules of the American Arbitration Association, which are incorporated by reference into this clause.