

James Seaton Industrial Air Quality 95 Cypress Drive Youngsville, NC 27596 USA

Phone #: 254-732-4734 Fax #: 866-241-4680

#### Goods are to be used for:

TERMS: NET 30 DAYS FROM DATE OF INVOICE ON APPROVED CREDIT. 1.5% PER MONTH (18% ANNUAL RATE) MAY BE CHARGED ON PAST DUE ACCOUNTS WHERE PERMITTED BY APPLICABLE LAW.

Your offer to purchase must be received within thirty (30) days of this quotation. Your offer to purchase constitutes acceptance of this quotation and your agreement to purchase the goods and/or products described below. Upon acceptance at its office in Louisville, Kentucky by AAF International (hereinafter referred to as the "Company") this shall become a valid and binding contract and the Company will supply the goods described below subject only to the TERMS AND CONDITIONS attached hereto unless otherwise indicated on the face of this quotation. Prices quoted are subject to escalation at time of shipment to those prices in effect at that time unless modified on the face below. Terms of sale: All sales will be made under AAF INTERNATIONAL's standard terms and conditions of sale. In no event will AAF INTERNATIONAL be liable for special, indirect or consequential damages.

<u>Important note:</u> Due to the volatility of stainless steel prices and the upward trend of stainless surcharges, pricing contained within this offering is valid for 30 days only and subject to revision (increase or decrease) at the end of the 30 day period.

Item Description	Quantity	Mfg Lead Time (weeks)	Unit Price	Item Total
Rotoclone - LVN Size 1000 with High Pressure Fan	1	8	\$ 15,883.75	\$ 15,883.75
-				

Grand Total \$15,883.75

1. No particle size or dust characteristics available

2. Selection made solely on air volume with no efficiency guarantee

	PURCHASER'S ACCEPTANCE Industrial Air Quality	AAF INTERNATIONAL		
	(Name of Purchaser)	6100 Lansing Drive Charlotte, NC 28270-5222 Fax #: 704-365-1975		
By:		Tel: 704-366-3314 Email: coconnor@aafintl.com		
Title:				
Date:		By: O'Connor, Chris		

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Date Quoted : 07/29/2007 Project : Unknown application



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# Rotoclone - LVN Appendix 1

The Model LV N RotoClone cleans the air by the combined action of centrifugal force and a violent inter-mixing of water and dust laden air. The dust is separated from the gas stream by means of a water curtain created by the high velocity flow of air past a stationary impeller. This high velocity flow carries water with it in a heavy turbulent sheet. The centrifugal force exerted by the rapid changes in direction of airflow causes the dust particles to penetrate the water droplets and become permanently trapped within them. The dust laden water droplets are then removed from the airstream by the water eliminator. The dust settles in the bottom of the collector and the water is reused. Since the water curtain is produced by the airflow, no pumps or nozzles are required.

The body of the RotoClone is constructed of 11 gauge steel. The unit comes complete with a sinuous passage stationary impeller and baffle type mist eliminator. An integral fan with aluminum wheel and inlet cone for an AMCA B rating is standard.

The fan is direct driven by a TEFC 3450 RPM motor which is positioned out of the airstream for both safety and ease of maintenance. Also included with the unit is a sight tube for observing water level and a combination access door/explosion vent.

Additionally a water level control box is included which will automatically regulate the addition of make-up water to maintain the proper operating level, and also turn the water off (via a solenoid valve) when the unit is shut down.

Operating Conditions :							
ACFM : 1000	External SP :	6 " <i>wg</i>	Temperature : 70 °F				
Inlet Dust Loading :	0.50 gr/cf						

### Equipment sizing and specific design features and options are as follows:

Size 1000 with High Pressure Fan

304SS Construction of housing, impeller, mist eliminator, control box, door and rake. Fan impeller and inlet cone remain aluminum to retain AMCA B rating.

#### 230/460/60/3, 3HP 3450rpm TEFC Motor

Water Level Control with Low Level Alarm Switch including a 1/4" electromite solenoid valve, 3/8" npt pressure reducer, float valve and "box" housing with air equalizing hose. The low alarm float switch is incorporated into the water level control box to signal an upset condition and shut the RotoClone down. A NEMA 4 control panel and timing relay complete the control package.

1" Manual Quick Fill Valve and 2" Manual Drain Valve



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## **TERMS & CONDITIONS**

COMPANY: The Company as used herein shall mean AAF International or one of its subsidiaries or affiliates.

PRICE POLICY: Prices of the product(s) may be increased depending on the date of release and/or shipment of the order, announced increases in the Company's list prices. or increases in labor and material Cost.

TERMS OF PAYMENT: Terms of payment are subject at all times to prior approval of the Company's credit department. Terms of payment are net 30 days from date of invoice unless previously otherwise agreed in writing. If at any time the finan-cial condition of the Purchaser or other circumstance affecting the credit decision, in the Company's opinion, does not justify continuance of production of products or shipment of products on the terms of payment specified, the Company may require full or partial payment in advance, or may at its sole discretion stop or delay production or shipment of products. In the event of default in payment, Purchaser agrees to pay all costs of collection incurred by Company including but not limited to collection agency fees, attorney fees and court costs. All past due amounts shall bear interest at the highest rate allowed by law.

SHIPPING TERMS: All shipments will be made F.O.B. factory with freight as quoted. All shipments will be made via a low cost common carrier and charges for special carrier services requested by the Purchaser shall be paid by the Purchaser. The Company may ship the product(s) in one or more lots. Shipment dates are only estimates. No contract has been made to ship in a specified time unless in writing, and signed by two officers of the Company. Timely performance by the Company is contingent upon Purchaser's supplying to Company, when needed. all required technical information, including drawing approval and all required commercial documentation.

CLAIMS: The responsibility of the Company for all shipments ceases upon delivery of products in good order to the carrier. Since all products are shipped at Purchaser's risk, any claims for damage or shortage in transit must be filed by Purchaser against the carrier. Claims for factory shortages will not be considered unless made in writing to the Company within ten (10) days after receipt of the products and accompanied by reference to the Company's bill of lading and factory order numbers.

PATENTS: Company shall assume the defense of any suit for infringement of patents brought against Purchaser or its vendors to the extent based upon a finding that the design or construction of the product(s) as furnished infringes a United States patent, provided that Purchaser promptly notifies Company of any charge of such infringement, and Company is given the right at its expense to settle such charge and to defend or control the defense of any suit based upon such charge. Purchaser shall indemnify Company to the sane extent and in the same manner as set forth above, in the event that the products are supplied according to Purchaser's designs or in the event that the infringement occurs as a result of incorporating a design or modification at Purchaser's request into the product(s), or which results from modification or alteration of the product(s) by Purchaser.

THE PARAGRAPH SETS FORTH COMPANY'S EXCLUSIVE LIABILITY WITH RESPECT TO PATENTS.

NUCLEAR: Unless otherwise specifically agreed to and clearly defined in the contract documents between Company and Purchaser. Purchaser represents and warrants that the product(s) covered hereby shall not be used in, or in connection with, a nuclear facility or application. Company shall in no event or circum-stance whatsoever be responsible for, or incur liability in connection with, any losses, damages, claims, penalties, fines or expenses resulting from the hazardous properties of nuclear material, a nuclear incident or a nuclear energy hazard.

In the event that the product(s) sold hereunder will be used directly or indirectly at a nuclear facility or in connection with a nuclear application, Purchaser shall be solely responsible for and shall indemnify and hold Company, together with its employees, agents, representatives and suppliers of any tier, harmless from any and all loss, liability, damages, claims, penalties, fines and expenses of every kind and nature (including reasonable attorneys' fees) for personal injuries (including death) or damage to property including but not limited to, damage to, or loss of use of the product(s), the unit, the equipment, the nuclear facility, or any part thereof, or any property (at or surrounding the site), whether or not such incident or hazard is based upon or due to anyone's fault or negligence, including the fault or negligence of the Company or any other indemnitee. In addition, Purchaser shall obtain and maintain an agreement of indemnification as contemplated by Section 170 of the United States Atomic Energy Act, and/or, if applicable, the Canadian Nuclear Liability Act or any similar act or law (hereinafter collectively, the "Acts"):

Purchaser shall also obtain all-risk nuclear liability insurance to the extent avail-able in such form and amount as will meet the financial protection requirements imposed by the Acts. Purchaser shall continue to carry and maintain such insur-ance and indemnities against the foregoing risks with such coverage and limits as required by the Acts until decommissioning of the facility or cessation of the regu-lated activity.

DELAYS: If Company suffers delay in performance due to any cause beyond its control, including but not limited to acts of God, war, act or failure to act of govern-ment, act or omission of Purchaser, fire, flood, strike or labor trouble, sabotage, or delay in obtaining from others suitable services, materials, components, equip-ment or transportation. Company shall not be liable for any costs or expenses associated with such delay and the time of performance shall be extended a period of time equal to the period of the delay and its consequences, Company will give to Purchaser notice in writing within a reasonable time after Company becomes aware of any such delay.

TAXES: Any applicable duties or sales, use, excise, value added or similar taxes will be added to the price and paid by Purchaser, unless an acceptable exemption certificate is furnished

CANCELLATIONS: Accepted orders are not subject to cancellation without the Company being reimbursed by Purchaser for any and all expenses, costs, lost profit, overhead and similar costs and expenses of every kind associated therewith. In the event an accepted order is canceled, Company shall be indemnified by Purchaser against any and all such loss, costs and expenses. In the event that the product(s) is a standard stock item the Purchaser shall only be obligated to pay such standard cancellation and restocking charges as are in effect for the



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Company and which may be modified from time to time.

PRODUCT CHANGES: In the interest of continuous product improvements, the Company reserves the right to change specifications and/or design without incur-ring obligation.

RETURNED GOODS: Products may not be returned except by prior authorization from the Company's Customer Service Department, located in Louisville. KY. Unauthorized returns will be automatically refused. Products so returned must be shipped prepaid to the location designated by the authorization and are subject to certain handling and restocking fees, and are at all times governed by the Company's rules and policies regarding returned goods.

LIMITED WARRANTY: The Company warrants that it will provide free replace-ment parts in the event any product manufactured by the Company and used in the United States or Canada proves defective in material or workmanship for a period of twelve (12) months from initial start-up or eighteen (18) months from date of shipment, whichever expires sooner. Product(s) not manufactured by the Company but also sold under thins agreement are warranted only to the extent that the manufacturer warranted them to the Company or directly to the Purchaser.

The Company's liability to the Purchaser shall not exceed the lesser of the cost of correcting defects in the product(s) sold or the original purchase price of the product(s) and the Company shall in no event be liable to Purchaser or third parties for any delays. The Company's warranty does not apply to any product(s) or goods which: (1) have been opened, disassembled, repaired. or altered by anyone other than the Company or its authorized service representative; or, (2) which have been subjected to misuse, misapplication, negligence, accidents, damage, abuse, improper storage, or abnormal use or service; or, (3) have been operated or installed in a manner contrary to Company's printed instructions; or, (4) have been installed in an incorrect or improper application; or, (5) have become corroded or subjected to abrasion. The Company is not obligated to pay any costs or expenses in connec-tion with the removal and reinstallation of such product(s) or goods including but not limited to labor, service costs, and shipping charges. The same obligations and conditions shall extend to replacement parts furnished by the Company here-under. This parts warranty and any optional extended warranties are granted only to the original user. Company's duty to perform under this or any warranty may be delayed. at Company's sole option, until Company has been paid in full for all products or goods purchased by Purchaser. No such delay shall extend the warranty period.

To obtain assistance under this limited warranty please contact the selling agency. To obtain information or to gain factory assistance, contact AAF International, Warranty Claims Department, 10300 Ormsby Park PI., Louisville, Kentucky 40223-6169: Telephone (502) 637-0011. FAX (502)637-0236

THIS WARRANTY CONSTITUTES THE PURCHASER'S SOLE REMEDY. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL AAF INTERNATIONAL BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE, OR STRICT TORT.

No person (including any agent. salesman, dealer or distributor) has the authority to expand the Company's obligation beyond the terms of thins express warranty, or to state that the performance of the product(s) is other than published by the Company.

TERMS OF SALE: Sale of product(s) covered hereby to Purchaser is made solely on the terms and conditions set forth herein, notwithstanding any additional or conflicting terms and conditions that may be contained in any purchase order or other form of purchase, all of which additional or conflicting terms and conditions are hereby rejected by the Company unless agreed upon in writing and signed by an officer of the Company. No waiver, alteration or modification of the foregoing terms and conditions shall be valid unless made in writing and signed by an autho-rized official of the Company. In particular and without limiting the foregoing, notwithstanding anything to the contrary in Purchaser's purchase order or any other documents, the Company does not accept any order subject to project design and specifications. Purchaser agrees to accept full and sole responsibility to deter-mine whether the product(s) ordered by Purchaser meets the design and specification requirements of any project.

COMPLIANCE WITH LAWS: Compliance with OSHA. Environmental or similar federal, state or local laws during any operation or use of the product(s) is the sole responsibility of Purchaser; and, Purchaser shall pay any and all costs, penalties, damages and expenses related to or arising in connection with its failure to comply with such laws.

APPLICABLE LAW: The laws of the State of Kentucky shall govern the validity, inter-pretation and enforcement of any contract of which these provisions are a part.

CANADA<sup>~</sup> For additional Canadian terms and conditions, please refer to the Canadian terms and conditions on the Canadian quote form. Such Canadian terms are expressly incorporated herein for sales made in Canada.



