

PROPOSAL DATE: November 18, 2025

Proposal#: 181677


**AQUA-AEROBIC  
SYSTEMS, INC.**  
A Metawater Company

**TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)**

Page 1 of 2

This offer and all of the goods and sales of Aqua-Aerobic Systems, Inc. are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Aqua-Aerobic Systems, Inc. This proposal and any contract resulting therefrom, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles. Resale of any products purchased from - Aqua-Aerobic Systems, Inc. is not permitted without prior written agreement with Aqua-Aerobic Systems, Inc. expressly consenting to such resale. Any party who sells a product purchased from Aqua-Aerobic Systems, Inc. is subject to the terms and conditions included herein.

**DURATION OF QUOTATION**

This proposal of Aqua-Aerobic Systems, Inc. shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

**PROPRIETARY INFORMATION**

This proposal, including all descriptive data, drawings, material, information and know-how disclosed by Aqua-Aerobic Systems, Inc. to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer, shall remain the property of Aqua-Aerobic Systems, Inc. and shall not be disclosed or otherwise used to the disadvantage or detriment of Aqua-Aerobic Systems, Inc. in any manner.

**PAYMENT TERMS; ORDERS;**

Unless specifically stated otherwise, quoted terms are Net 30 Days from invoice date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Aqua-Aerobic Systems, Inc. does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative of our Loves Park, Illinois office. Terms of payment are within Aqua-Aerobic Systems, Inc.'s sole discretion, and unless otherwise agreed to by Aqua-Aerobic Systems, Inc., payment terms must be accepted by Aqua-Aerobic Systems, Inc. prior to Aqua-Aerobic Systems' acceptance of an order. Payment for the products must be made by approved credit card, check, wire transfer, or some other prearranged payment method unless credit terms have been agreed to by Aqua-Aerobic Systems, Inc. Invoices are due and payable within the time period noted on the invoice, measured from the date of the invoice. Orders are not binding until accepted by Aqua-Aerobic Systems, Inc.

**SECURITY**

If at any time the financial responsibility of the Buyer becomes unsatisfactory to Aqua-Aerobic Systems, Inc., or Aqua-Aerobic Systems, Inc. otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Aqua-Aerobic Systems, Inc. reserves the right to require payment in advance or security or guarantee satisfactory to Aqua-Aerobic Systems, Inc. of payment in full of the purchase price.

**SHIPMENT**

Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Aqua-Aerobic Systems, Inc. shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Aqua-Aerobic Systems, Inc., Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal. Buyer is required to notify Aqua-Aerobic Systems, Inc. within 7-days of any discrepancies with shipment.

**SHIPPING CHARGES; TAXES and OTHER RELATED FEES.** Separate fees for shipping and handling will be charged on all purchases unless specifically stated otherwise. Prices quoted do not include any taxes, customs duties, or import fees. The Buyer is responsible for sales use and all other taxes and fees associated with the purchase. If Aqua-Aerobic Systems, Inc. is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Aqua-Aerobic Systems, Inc. is required to pay.

**TITLE AND RISK OF LOSS**

**F.O.B. Destination** - Delivery of goods to the destination shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

**F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois** - Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

**INSURANCE**

Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage. Aqua-Aerobic Systems, Inc. will provide evidence of coverage upon request. At no time will Aqua-Aerobic Systems, Inc. issue a certificate of insurance listing Buyer as additional insured unless under fully executed contract and Aqua-Aerobic Systems, Inc. is providing start-up services.

**LIMITATION OF ACTION**

No action shall be brought against Aqua-Aerobic Systems, Inc. for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Aqua-Aerobic Systems, Inc., of any claim of breach of contract within 30 days after the discovery thereof.

**CANCELLATION CLAUSE**

No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Aqua-Aerobic Systems, Inc. nor may it be canceled except by prior payment to Aqua-Aerobic Systems, Inc. the following sums as liquidated damages therefore: 1) If cancellation is prior to commencement of production and prior to the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to 15% of the total purchase price; 2) If cancellation is after the commencement of production or after the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to the total of the direct, out-of-pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Aqua-Aerobic Systems, Inc. In the event any items are used by Aqua-Aerobic Systems, Inc. to fill a subsequent order, then upon receipt of payment for such order, Aqua-Aerobic Systems, Inc. shall pay the Buyer a sum equal to the direct out-of-pocket expenses previously charged and received from Buyer.

Attachment: 2025-11-18 Withlacoochee WPCP proposal #181677 (4059 : New Decanter Unit for the Withlacoochee WWTP)