

NOTE: Items highlighted in BLUE ARE NOT included in package

Date: 9 August 2023

Quote#: 225003Q02

Company:

Point of Manufacturer:
Nisku, AB. – Our Plant
Terms: Net 30 days

Attention:
Ph #.
Fax #.:
E-mail:

From:
Phone#:
Fax#:

Re.: (1) 30"OD x 10'-0"s/s x 720psig.Sweet, 3-Ph. Separator Package.
SN: 151001

(1) ONE ONLY FSR INC. SEPARATOR PACKAGES
(3-PHASE DESIGN - DRESSED 3-PHASE)
COMPLETE AS FOLLOW

INLET SEPARATOR (V-300)

DESIGN CONDITIONS

720 psig maximum allowable working pressure (M.A.W.P.) @ 130°F
1/16" corrosion allowance
Service - Sweet
-20°F minimum design metal temperature (M.D.M.T.)

SIZE

30" O.D. x 10'-0" Seam/Seam

FEATURES

- Vertical three (3) phase style.
- ASME constructed with Alberta registration.
- Inlet diverter & float baffle.
- 4" thick x 9 lbs./cu.ft. density 316L SST mistex c/w carbon steel grid supports.
- Support skirt.

NOZZLES

N1	Inlet	1	3"	CL 300 ANSI RFWN flange
N2	Gas Outlet	1	3"	CL 300 ANSI RFWN flange
N3	HC Outlet	1	2"	CL 300 ANSI RFWN flange
N4	Water Outlet	1	2"	CL 300 ANSI RFWN flange
N5	Drain	1	2"	CL 300 ANSI RFWN flange
N6	Pressure Safety Valve	1	2"	CL 300 ANSI RFWN flange

C1	HC Level Control	1	2"	CL 3,000 T.O.L.
C2	Water Level Control	1	2"	CL 3,000 T.O.L.
C3 A/B	HC Level Gauge	2	3/4"	CL 3,000 T.O.L.'s
C4 A/B	Water Level Gauge	2	3/4"	CL 3,000 T.O.L.'s
C5	Pressure Indicator	1	3/4"	CL 3,000 T.O.L.
C6	Temperature Indicator	1	3/4"	CL 3,000 T.O.L.
C7	High Level Shut-Down	1	2"	CL 3,000 T.O.L.
C8	Low Level Shut-Down	1	2"	CL 3,000 T.O.L.
C9 A/B	Inspection	2	2"	CL 3,000 T.O.L. c/w plug

FUEL GAS SCRUBBER (V-008)

DESIGN CONDITIONS

250 psig M.A.W.P. @ 250°F
1/16" corrosion allowance
Service - Sweet
-20°F M.D.M.T.

SIZE

8-5/8" O.D. x 2'-6" Seam/Base Plate

FEATURES

- Vertical two (2) phase style.
- ASME constructed with Alberta registration.
- Inlet diverter.

NOZZLES

C1	Inlet	1	1"	CL 3,000 T.O.L.
C2	Gas Outlet	1	2"	CL 3,000 T.O.L.
C3	Drain	1	3/4"	CL 3,000 T.O.L.

INSTRUMENTATION

BPCV-1007	1	3" 300#RF CVS Series E CONTROL VALVE c/w Equal%, LCC Body, NACE. c/w CVS Series 667-45 ATO/Fail CLOSE Actuator, 10-30 psi Bench Set, 1-1/2" Travel
ESDV-1000	0	CVS TRUNNION BALL VALVE <i>3"CL.600RF FP sour, low temp.</i> <i>Model: 3F307R1SNV4</i> <i>c/w:CVS160-SR10 PNEUMATIC SPRING RETURN ACTUATOR</i> <i>40 psi supply required,</i> <i>Fail Closed</i>
PY-1000	0	CVS4057-CP 3-way Switching Valve <i>ASCO Model: EF8320G202-24VDC 3-way Solenoid</i> <i>and CVS-870M1 Limit Switch, SPDT, ex-Proof</i> <i>CSA with Beacon Indicator</i> <i>Mounted and tested.</i>
F-120	0	PARKER COALESCING FILTER <i>Series HN4L-6CW</i> <i>1" NPT in/out.</i> <i>Max. Pressure 500Psi.</i> <i>Aluminum construction</i>
FE-1006	1	CANALTA DUAL CHAMBER (SENIOR) METER RUN ORIFICE FITTING: 330RFDC40SAW00WF_ABA9-FF-CB-N-0 DUAL CHAMBER W/ RUN, 3" 600, SCH40, 3PC NACE(CS Trim), Grease Seat, 600 WxF AGA 2000 Ed., A216WCB, LEFT HAND Orif Plt: 3" x 1/8", 1.500, 316 K-Style 316 SS, HNBR, 80D Pipe: Cold Drawn, A106B / A105, OAL: 72" AGA 2000 Upstream: 300RF, Downstream: 300RF Contour Flow Cond.: RF, 0.75 Beta Outlets: 1"TOL, 0.75"TOL Includes Hydro Test, MTR's, Canalta Inspection Canalta Standard Paint
FQIT-1000/1	0	SUR-FLO THREADED TURBINE METER <i>2" MNPT SCH.80 end connections</i> <i>Std. service trim</i> <i>Flow Range: 275-1960 m³/day</i> <i>pick-up coil and adapter,</i> <i>w/ 9A-50179024 MC-III XP totalizer,</i> <i>4-20mA and battery operated, direct mount.</i>
FQIT-1010	0	ROMET ECM2 PTZ ROTARY GAS METER, <i>2" FF flgd connections, 175 psi MAP,</i> <i>CSA approved class 1 div 1 lithium battery powered,</i> <i>stand-alone temperature and pressure compensated</i> <i>metric readout built in voltage pulse output signal, meter oil.</i>

HLSD-1010	1	EOB FGSO2A12F FUEL GAS SHUT-OFF VALVE 2" MNPT x 1" FNPT end connection Forged steel body 250 psig M.A.W.P. 2"φ x 12" long PVC float
LC-1000/1	2	FISHER L2 LIQUID LEVEL CONTROLLER 2"NPT end connection Snap acting control mode - Direct control action 1-7/8"φ x 12" long PVC displacer 6 to 30 psig output signal
LCV-1000/1	2	KIMRAY MODEL 2150 SMT PO MOTOR VALVE 2" NPT end connections Steel body construction S.S. Internals, 2" Inner valve 2,000 psig MAWP Air to Open / Fail Closed
LG-1000	1	JERGUSON 15T20 TRANSPARENT LEVEL GAUGE 1/2"FNPT end connections 7-7/8" visible glass 12-7/8" min. vessel centre Max.1500 Psi @100°F c/w: 146 gauge valve set 1/2"NPT gauge and drain 3/4"NPT vessel connection Max.1500 Psi @400°F Teflon Packing
LG-1001	1	JERGUSON 15R20 REFLEX LEVEL GAUGE 1/2"FNPT end connections 7-7/8" visible glass 12-7/8" min. vessel centre Max.2500 Psi @100°F c/w: 146 gauge valve set 1/2"NPT gauge and drain 3/4"NPT vessel connection Max.1500 Psi @400°F Teflon Packing
LSHH-1003	1	SOR 1530 PNEUMATIC LEVEL SWITCH 2" NPT, Std. service 1/4" FNPT pilot connection 316 SS float, 303 SS body Snap, direct action, 1,500 psig MAWP
PI-1003	1	WGI or WIKA MODEL 233.54 LIQUID FILLED PRESSURE GAUGE 4"φ dial (liquid filled) Stainless steel case and internals 1/2" MNPT bottom connection 0 to 1000 psig range (dual scale)
PI-1010	1	WGI or WIKA PRESSURE GAUGE Model 233.53 liquid filled 2 1/2" diameter face x 1/4" NPT bottom connection Stainless steel case and internals 0 to 200 psig range - Dual scale

PRV-1010	1	WELLMARK MODEL 2002PR PRESSURE REDUCING REGULATOR 1" FNPT end connections Steel body Maximum 2,000 psig Inlet pressure 3/16" ϕ orifice 70 <u>to</u> 150 psig spring range
PRV-1000/1/3	3	CVS-67CFRPM-224 INSTRUMENT GAS REGULATOR 1/4" FNPT connections <u>Standard</u> service construction 250 psig M.A.W.P. Internal filter 0 <u>to</u> 35 psig spring range
PRV-1002	1	CVS-67CFRPM-224 INSTRUMENT GAS REGULATOR 1/4" FNPT connections <u>Standard</u> service construction 250 psig M.A.W.P. Internal filter 0 <u>to</u> 60 psig spring range
<i>PSH/L-1003</i>	<i>0</i>	CVS 7970 HIGH PRESSURE PILOT <i>c/w: Manifold, Isolation Valve, Needle Valve and 4" SST Safety Gauge. Set @ 4464kPa/150kPa.</i>
<i>PSV-1003</i>	<i>0</i>	TAYLOR PRESSURE RELIEF VALVE <i>Model 8200G 2"MNPT inlet x 2"FNPT outlet <u>Std. service trim</u> 0.472 in² Orifice 720 psig @ 100°F set pressure</i>
PSV-1010	1	ACCUSEAL MODEL ASV10 PRESSURE RELIEF VALVE 1" MNPT inlet x 1" FNPT outlet <u>Sweet</u> service construction 0.212 sq. in. orifice ("E" designation) 150 psig set pressure
<i>UIT-1006</i>	<i>0</i>	Floboss 103 c/w Manifold <i>FLOBOSS 103 - (0.1%) 0-250DP 0-800PSIG 316 SST SENSOR CONSTRUCTION, NO I/O, WITH LCD, WITH BATTERIES (Formerly Part Number: FB103A2BAC1D31SE2CS) 5TIS-4FLG-KIT 316SST 5-WAY MANIFOLD KIT (NACE) C/W BRACKET & 4 BOLTS 3 WIRE RTD COMPLETE WITH THERMOWELL (AIRCOM) SPRING LOADED ELEMENT 2.5" INSERTION LENGTH 3/4" NPT THREADED PROCESS CONNECTION TEMPERATURE RANGE: -100 DEG C TO 260 DEG C</i>
<i>PY-1007</i>	<i>0</i>	FISHER MODEL I2P I/P TRANSDUCER <i>0 to 20 mA Input, 6 to 30 psig Output Good for Natural Gas as Instrument gas Explosion proof, Tapped Exhaust</i>

TI/TW-1000	1	WGI or TREND MODEL 33060 TEMPERATURE INDICATOR 1/2" MNPT back connection 3"φ dial with a 6" stem length 0 to 250°F range (dual scale) 1/2" FNPT x 3/4" MNPT x 6" length 304 SST thermowell
TI/TW-1006	1	WGI or TREND MODEL 33060 TEMPERATURE INDICATOR 1/2" MNPT back connection 3"φ dial with a 3" stem length 0 to 250°F range (dual scale) 1/2" FNPT x 3/4" MNPT x 3" length 304 SST thermowell

MANUAL VALVES

BA-025	04	1/4"	FNPT	CL.2,000 F.P. 2-pc.ball valve, C&C 2000PSI BVSF,SST.
BA-050	01	1/2"	FNPT	CL.2,000 F.P. 2-pc.ball valve, C&C 2000PSI BVBU,
BA-051	06	1/2"	FNPT	CL.2,000 F.P. 2-pc.ball valve, C&C 2000PSI BVSF,SST.
BA-075	04	3/4"	FNPT	CL.2,000 F.P. 2-pc.ball valve, C&C 2000PSI BVBU,
BA-100	01	1"	FNPT	CL.2,000 F.P. 2-pc.ball valve, C&C 2000PSI BVBU,
BA-101	01	1"	FNPT	3,000# R.P. ball valve, Nutron, CS BODY.
BA-200	17	2"	FNPT	CL.2,000 F.P. 2-pc.ball valve, C&C 2000PSI BVBU,
BAF-203	03	2"	RF	CL.300 R.P. ball valve, FORCE BU ,
NV-025	06	1/4"	NPT	6,000# FxF Needle Valve, PANAM PNV-H-S-4-FF
NV-050	02	1/2"	NPT	6,000# FxF Needle Valves, PANAM PNV-H-S-8-FF
CH-050	01	1/2"	FNPT	CL. 800 check valve,
CH-100	01	1"	FNPT	CL. 800 check valve,
CH-200	03	2"	FNPT	CL. 800 swing check valve, C&C, 2000PSI
CHF-303	01	3"	CL.300	RF swing check valve, Crane 2131A300C159XU
GL-100	01	1"	FNPT	CL 800 PANAM globe valve,
YS-200	03	2"	NPT	Y-strainer, Alta Model YS-600

STRUCTURAL STEEL SKID

8'-0" wide x 14'-0" long

- W8 x 18 main members.
- C6 x 8.2 cross members.
- 3/16" checker plate floor within the building perimeter.
- Lift points are located at each end of the skid base.
- Underside of the building floor to be insulated w/ 2"th spray on Urethane.

SELF FRAMING METAL BUILDING

Size: 8'-0" wide x 14'-0" long x 8'-6"/9'-2" low/high eave building with shed style roof
Exterior: 22 gauge prepainted Stone Grey (QC 8305). Trim Exterior Gold (QC 8276)
Interior: R12 fiberglass wall insulation and R20 roof c/w a 4 mil vapour barrier and a 24 gauge fluted white aluminum liner.
Door(s): One (1) 3'-0" x 7'-0" insulated steel door c/w panic hardware, lockset, check chain, threshold and weather-strip.
Window(s): One (1) 32" x 36" double glazed horizontal sliding window c/w screen.
Ventilation: Two (2) 12" x 12" louvered vents c/w slide closure and screen.
Other: Roof Ice Racks

H-400 **THERMON Cata-Dyne Heater 24 x 24** flameless infra-red natural gas heater

- 12 volt DC starting element.
- Protective grill.
- Temperature control valve.
- Safety shut-off valve.
- Pressure regulators.
- 30'-0" long cable leads.
- Conduit hook-up to EPB standards.

MATERIAL SPECIFICATIONS

INLET SEPARATOR (V-300)

<u>Item</u>	<u>Material</u>	<u>Schedule / Thickness / Rating</u>
Shell	SA-516 Gr. 70N.	0.625"PL.
Heads	SA-516 Gr. 70N	2:1 S.E., 0.750"th.(0.687" min.)
Skirt	SA-36 / 44W	30" OD x 3/8"pl.
Internals	SA-36 / 44W	1/4"
Nozzles	SA-105 N	CL 300 RF
Weld Fittings	SA-234 WPB	2" Sch. 160

FUEL GAS SCRUBBER (V-008)

<u>Item</u>	<u>Material</u>	<u>Schedule / Thickness / Rating</u>
Shell	SA-106 Grd. B Smls.	8" Sch. Std.
Heads	SA-234 WPB	8" Sch. Std. Weld Cap
Base Plate	SA-516 Grd. 70	5/8"
Thredolets	SA-105 N	CL 3,000 FS

PIPING MATERIAL

<u>Threaded</u>	<u>CL 150 & CL 300</u>
Pipe	SA-106 Grd. B Smls. (Sch. XH)
Nipples	SA-106 Grd. B Smls. (Sch. XH)
Fittings	SA-105 (CL 3,000 FS)
Corrosion Allowance	None

Welded	<u>CL 300</u>	<u>CL.600</u>
Pipe	SA-106B (2" XH, 3" STD.)	SA-106B (2" & 3" XH)
Weld Fittings	SA-234 WPB (As per Pipe)	
Flanges	SA-105 N (RF)	
T.O.L.'s	SA-105 (CL 3,000 FS)	
Gaskets	1/8" Flex. - 316 SST	
Bolting	SA-193 B7/ SA-194 2H	
Corrosion Allowance	1/16"	

Instrument Tubing (Hy-Lok)

	<u>FR/PR/TR (Process)</u>	<u>Instruments</u>	<u>Vents</u>
Size (W.T.)	1/2" (0.035")	3/8" (0.035")	3/8" (0.035")
Fitting Material	CS Zinc plated	CS Zinc plated	CS Zinc plated
Ferrules Material	316 SST	316 SST	316 SST
Tubing Material	316 SST	316 SST	316 SST
Tubing Clips		C.S., Cad. Plated <u>and/or</u> Plastic	

TESTING - RADIOGRAPHY - P.W.H.T.

Pressure Testing

Inlet Separator (V-300)	As per ASME Section VIII - Division 1 latest edition, UG-99(b) (i.e. 936 psig)
Pressure Piping	As per ASME B31.3, latest edition, Paragraph 345.4.2(a) (i.e. 375 psig for CL 150 ANSI piping and 1080 psig for CL 300 ANSI piping).
Fuel Gas Scrubber (V-008)	As per ASME Section VIII - Division 1 latest edition, UG-99(b) (i.e. 375 psig)
Instrument Tubing	Will be air / soap tested to normal operating pressure.
Instrument Operational Test	All instruments will be subjected to an operational test to ensure proper functioning.
Charted Hydrotest	Is not included.

Radiography

Inlet Separator (V-300)	As per ASME Section VIII - Division 1, latest edition, UW-11(a)5(b) (i.e. RT-2 radiography)
Fuel Gas Scrubber (V-008)	As per ASME Section VIII - Division 1, latest edition, UW-11(c) (i.e. None)
Welded Pressure Piping	As per ASME B31.3, latest edition, Paragraph 341.4.1(b)(1) (i.e. 5%)

Post Weld Heat Treatment

Inlet Separator (V-300)	None
Welded Pressure Piping	None
Fuel Gas Scrubber (V-008)	None

Ultrasonic Testing

Inlet Separator (V-300)	None
Fuel Gas Scrubber (V-008)	None
Welded Pressure Piping	None

Magnetic Particle Inspection

Inlet Separator (V-300)	None
Fuel Gas Scrubber (V-008)	None
Welded Pressure Piping	None

Hardness Tests

Inlet Separator (V-300)	None
Fuel Gas Scrubber (V-008)	None
Welded Pressure Piping	None

PAINTING AND SURFACE PREPARATION

	<u>Structural & Pipe Supports</u>	<u>Piping</u>	<u>Vessel</u>
Surface Preparation	SSPC-SP#6	SSPC-SP#6	SSPC-SP#6
Primer	One (1) Coat Fast Dry Primer	One (1) Coat Fast Dry Primer	One (1) Coat Fast Dry Primer
Finish Paint	One (1) Coat Warm Grey Enamel	One (1) Coat Warm Grey Enamel	One (1) Coat Warm Grey Enamel

Notes

Surface preparation and paint as listed will be applied to external surfaces of equipment only.

The underside of the structural skid is excluded from this specification.

Equipment mounted on skids prior to surface preparation and painting will be painted where is (i.e. Under vessel base plates, etc. will not be painted).

PACKAGING

- FGS drain connected to main drain w/ check valve downstream of the ball valve.
- FGS drain is to be re-connected to drain line.
- The water and condensate phase is to be re-connected to gas outlet line.
- Meter proves included on both liquid lines downstream of liquid dumps.
- By-passes quoted around turbine meters only.
- Instruments that continually exhaust supply gas will be individually vented to atmosphere outside of building.
- Regulator bonnets and actuator diaphragms will not be vented.
- The PSV(s) will be piped to atmosphere outside of building at eave height.
- All lines above NPS 2 are welded construction.
- All welded and threaded piping will be securely supported on structural steel pipe supports.
- Instrument tubing will be supported along the building wall with clips.
- The packaged unit is dismantled only to the extent required for shipping.

DRAWINGS

Drawings of computer generated drawings (Separator, P&ID, Skid and General Arrangement) will be provided.

All drawings are prepared utilizing FSR Inc. in house design, fabrication and quality control standards.

DATA MANUALS

One (1) Data Manual containing copies of the following:

Information supplied to FSR for the purchased components, instruments and manual valves.

Copies of the AB-25, AB-83 forms, name plate facsimile, NDE reports, MTR's and QC travel sheet.

One (1) set of "As-Built" drawings.

F.O.B. POINT

Fourstar Resources Inc.
Nisku, Alberta

PRICING

Purchase price (in Canadian funds)

The Goods & Services Tax and/or Provincial Sales Tax, if applicable, are not included.

Prices quoted are stated in Canadian dollars.

Quoted prices include engineering and drafting charges for initial shop drawings

INVOICING

Terms of payment;

100% upon completion of order at our shop (before shipping)

standard "Terms & Conditions" apply.

DELIVERY

Shop Drawings: Vessel, P&ID, General Arrangement, Structural Skid (5) in five working days from date of order, for your review and approval/files.

Separator Package: Approx. **in (1-2) one to two weeks** from receipt of approved for construction drawings.
All long delivery items are released for purchase with your order.
Above delivery is based on material availability remaining the same as at quotation time.

Prices and Terms: Prices quoted are stated in Canadian dollars and are **firm for 15 days.**
Quoted prices include engineering and drafting charges for initial shop drawings.
Stock items subject to prior sale.

Seller warrants its product against defective workmanship and materials under normal and proper use for (18) eighteen months from date of invoice or (12) twelve months from start up whichever comes first.

We thank you for the opportunity of quoting and trust we may be of future service to you.

EXCEPTIONS & CLARIFICATIONS

- 1) The materials considered for this quotation are of new condition (i.e. Reconditioned or used equipment have not been considered in determining the cost for this unit unless explicitly stated otherwise).
- 2) Drawings detailing major components will not be submitted for client information. Digital files of computer generated drawings (P&ID and/or General Arrangement) can be provided upon request. All drawings are prepared utilizing FSR's in house design, fabrication and quality control standards. One (1) set of Issued for Approval prints will be provided for client review and comments. Changes to meet specific customer requirements will be treated as an extra and invoiced at force account rates.
- 3) Storage of equipment at our facility will be accommodated for a term of fifteen (15) days. Any ordered item(s) that remain beyond this grace period may be subject to a monthly storage fee and loading fee (the latter is applicable only if the equipment has been relocated to our auxiliary holding area).
- 4) The cost required to develop this quotation has been incorporated in our price. Any additional engineering needed to alter the product from that originally quoted, will be charged out at force rate accounts.
- 5) If necessary, cancellation charges will be invoiced at force account rates for material(s), labor and third party expense(s) incurred by , up until notice of cancellation is received.
- 6) terms of payment are as stated in the section titled Pricing.
- 7) will warranty their manufactured products for a period of twelve (12) months from date the item(s) are put into service or eighteen (18) months from date of completion, whichever occurs first. The limitations of the warranty are as stated in our Terms and Conditions, Item No. 23, Parts a) through d).
- 8) It has been assumed the information contained within the bid request will meet or exceed the parameters stated for the process design conditions (i.e. Confirmation of design has not been considered).
- 9) There may be contradiction(s) between our quotation and the specifications enclosed with your invitation to tender. If so, please advise on the discrepancies so that optional pricing can be made available to you.

TERMS & CONDITIONS

- 1) All prices are subject to change without notice. All quotations whether at published or special prices ARE SUBJECT TO REVIEW AT THE TIME OF ORDER if not cancelled prior to that time by another quotation or by notice of cancellation, and are automatically cancelled without notice simultaneously with the date of a price change.
- 2) Quotations specifically including freight or other transportation charges are only estimates based on routing at seller's option and current rates. Seller will favor the purchaser's routing whenever same does not cause an increase in freight or other transportation charges or whenever such increase is guaranteed by the purchaser. CHARGES FOR FREIGHT OR OTHER TRANSPORTATION WILL BE MODIFIED TO REFLECT ACTUAL RATES AT TIME OF SHIPMENT, INCLUDING HAULING PERMITS AND TRANSPORTATION TAXES.
- 3) Quotations including any labour are made subject to the labour being performed by the seller's regular crews at his prevailing wage schedules and under his regular working conditions.
- 4) Terms: Net 30 days after date of invoice, in Canadian funds, unless otherwise specified. INTEREST AT 2 PERCENT PER MONTH WILL BE CHARGED ON ALL PAST DUE ITEMS. Any legal fees, costs and expenses incurred in enforcing payment shall be payable on a solicitor – client indemnity basis.
- 5) In cases of delay occasioned by the fault of the purchaser an extra charge may be made to reimburse seller for loss of time and other costs involved.
- 6) Stock materials included in quotations are subject to prior sale. Acceptance and scheduling of orders shall be by the seller and on the basis of orders received between date of quotation and date of receipt of the purchaser's order.
- 7) Shipment and delivery dates are estimates only, based on current conditions and the seller's ability to secure labour, materials and parts and where applicable are estimated from the date approved shop drawings are received from purchaser. Delivery is subject to any and all requisitions, priorities, allocations, restrictions, or controls now or hereafter established by Federal, Provincial or Municipal Authority. There shall be no penalty for delay in or failure to make delivery.
- 8) No extra labour, materials or parts will be furnished by seller unless the same have been ordered in writing by the purchaser, and the price and terms stated in such order, and are acceptable to the seller.
- 9) All materials and parts shall be packaged for shipment at the lowest acceptable rate by common or other carrier, or any other method deemed necessary or advisable by the seller. Marking shall be in accordance with ordinary commercial practice at the place of shipment.
- 10) All articles, materials, parts, and workmanship shall be at the option of the seller, subject to seller's normal inspection and test during manufacture. Any inspection or acceptance required by purchaser shall be at seller's original shipment point.
- 11) The seller, at its option, may sub-contract any and all orders accepted by it without the consent of the purchaser.
- 12) No merchandise may be returned to seller without its written consent and shipping instructions being first obtained. A minimum re-stocking charge of 25 percent of the invoice value will be charged on standard items. Re-stocking charges on non-standard or products manufactured by others to be determined at time of return.
- 13) All orders are subject to proportional increases in prices quoted commensurate with any increase in cost to the seller of materials, parts or labour.
- 14) All prices quoted where grades are to be used are based upon normal grades, and in event that extra work is necessary on grade, a proportionate extra charge will be made. Extra charges will also be made for items of additional expense such as the use of tractors, long hauls and travelling time for seller's employees, standby, or waiting time. The seller shall not have any liability or responsibility for the locations selected by or for it, nor for any loss or damage caused by installations, foundations, grades or under-pinnings made or furnished by others.
- 15) No orders accepted by the seller shall be cancelled by the purchaser without seller's written consent, and in the event of termination, the purchaser shall pay all costs, expenses, losses, and damage sustained by seller in connection with such termination, including administrative and engineering expense and loss of anticipated profits.
- 16) It is the responsibility of the purchaser to check deviations between drawings and/or specifications against the seller's quotations.
- 17) Unless otherwise agreed in writing, the title to and property in the articles and equipment covered by this proposal shall remain in the seller until payment shall have been made in full: risk of fire and other casualty, after delivery, shall be in the purchaser. The articles and equipment herein specified shall at all times remain the personal property of the seller, notwithstanding the manner of attachment to real estate, and the title shall not pass from the seller until all payments hereunder, including deferred payments and renewals or extensions thereof, if any, shall have been paid in full. In case of any default in payment by the purchaser, the seller shall have the right to take immediate possession of the articles and equipment, and all payments theretofore made shall be in full for the rental and use thereof.
- 18) The purchaser agrees to accept each tank, vessel, article or structure as it is completed and to pay a proportionate part for partial delivery.
- 19) The purchaser will procure at his own expense any and all licenses, building permits, special permits or authority necessary or advisable for and in the erection thereof.
- 20) Radiographic films, if any, shall remain the property of the seller and shall be available for inspection for five years at point of fabrication by any accredited representative of the purchaser.

- 21) Clerical and stenographic errors are subject to correction.
- 22) All taxes and excises imposed by any present or future law or regulation which the seller may be required to collect and/or pay to any Government (Foreign, Federal, Provincial or Municipal) upon the sale, use, production, processing, purchase, delivery, storage, consumption or transportation of the materials, products, equipment, articles or services involved shall be added to the prices herein specified.
- 23) The seller warrants new products actually manufactured by it against defective workmanship and material when under normal and proper use in service for 12 months from date of delivery of goods to the purchaser and only when subjected to operating conditions outlined by purchaser when order is placed and only when owned by the original purchaser. Seller makes no warranty as to products or materials sold by it which seller purchases from others except as to the warranty given to seller, and then only to the extent that such warranty can be enforced.
- a) Seller's liability for damages caused by seller's defective workmanship or material shall be limited to repairing or replacing the defective part or parts and no allowance shall be granted for repairs or alterations made by the purchaser without seller's prior written consent. If the purchaser desires to make a claim he shall notify the seller before making any repairs or alterations of any kind, and if so instructed by the seller, he shall ship the part claimed to be defective to the seller under seller's shipping instructions and by freight prepaid, and if it is found to be defective during the warranty period the part will be repaired or replaced. The decision to repair or replace shall be at seller's election and shall be done in conformance with the Sales and Service Terms and Conditions specifically set forth herein.
 - b) Seller makes no warranty of any kind with respect to used equipment sold nor to work-over or repair work, parts requiring replacement because of natural wear and tear nor to products, accessories, parts or attachments which were not manufactured by seller except for the warranty given by the actual manufacturer, and then only to the extent that such warranty is enforceable by seller.
 - c) In any instance in which, by the seller's quotation, he has specifically given a mechanical and/or process warranty, absent any specially agreed period of time in his quotation, such warranty shall only extend to thirty (30) days after installation or sixty (60) days after delivery of goods to purchaser or completion of the first acceptance test, whichever period of time is shorter. It shall be the purchaser's responsibility to furnish the seller's maximum quoted design conditions for acceptance testing of the process within the applicable warranty time period. Should the purchaser fail to do so for any reason whatsoever, then it is deemed that the purchaser accepts the goods as satisfying the warranty requirements.
 - d) SELLER MAKES NO WARRANTY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THAT OF MERCHANTABILITY OR FITNESS (PROCESS-WISE, MECHANICALLY, OR OTHERWISE) WHICH EXTENDS BEYOND THOSE SPECIFICALLY SET FORTH HEREIN, AND NONE SHALL BE IMPLIED BY THE LAW, AND THE ABOVE WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSLY IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OR MERCHANTABILITY AND SUITABILITY FOR FITNESS FOR A PARTICULAR PURPOSE OR USE.
- 24) The seller's liability for damages, regardless of what the cause thereof may be, shall be limited to the repair or replacement of the defective part or parts or equipment as aforesaid. In no event shall the seller be liable to the purchaser for delays, curtailment of plant operations, process failure, pollution, loss of profits, loss of fluids, cost for removing any parts or equipment to be repaired or replaced, transportation and installation charges in connection with the repair, replacement or servicing of any parts or equipment. Seller shall in no event be responsible for loss or damage to purchaser's property left with the seller for repair, work-over, or assembling, whether such loss or damage be caused by fire, wind, water, theft accident, or any other cause. Nor shall the seller be liable for any direct, indirect, incidental or consequential damages of any nature or kind due to any cause whatsoever. Any drawings and general information furnished to aid the purchaser in installation or erection of materials sold are furnished gratis and form no part of this agreement. Such drawings must not be used until checked and approved by purchaser, his engineer and such other persons as he may select.
- 25) The seller shall have no responsibility for patent infringement or for the structural design or operating performance of products manufactured according to designs and specifications of the purchaser or any third party, including shop drawings made by the seller and approved by the purchaser which shop drawings shall be considered as part of the purchaser's designs and specifications, nor shall the seller have any responsibility for patent infringement by equipment sold by the seller which is manufactured by others.
- 26) THE UNIFORM COMMERCIAL CODE (UCC) APPLIES TO THIS QUOTATION: HOWEVER, IN NO WAY LIMITING THE PROVISIONS OF THE UCC, the seller shall have no liability, directly or indirectly, for loss or delay, or for the failure to perform or make delivery, due to strikes, differences with workmen, fires, floods, unusually severe weather, losses of merchandise in transit, embargoes, postponements or suspension in sailing of vessels, freight car or truck shortages, Acts of God or public enemies or secret agents, wars, riots, civil commotion, malicious damage, requisition or destruction or damage of goods or merchandise by virtue of public authority, acts of civil or military authorities, quarantine restrictions, delay or failure in any type of transportation, shortage of transportation or fuel or power or labour or materials or to any circumstance or accident beyond the control of the seller.
- 27) The purchaser agrees to indemnify and hold the seller harmless from and against all liability, loss, cost damage and/or expense caused by, arising from or incidental to any pollution by oil or gas discharge or spillage, unless such is caused by seller's sole negligence or omissions. Such indemnity and hold harmless agreement shall include but not be limited to any liability to or action by the Canadian Government, the separate Province, or third parties under all applicable Federal and Provincial laws and government orders, rules, and regulations relating to pollution.
- 28) In the event the terms and conditions contained herein should conflict with or be contrary to any of the terms and conditions in any purchase order or contract issued by the purchaser then the terms and conditions contained herein shall prevail, control over and supersede all such conflicting or contrary terms and conditions even though accepted by the seller in writing.
- 29) Any order or contract or any change or modification thereto is subject to the approval and acceptance BY AN EXECUTIVE OFFICER in the home office of the seller. THE CONTRACT SHALL FORM THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTERS AND SHALL SUPERSEDE ALL PREVIOUS NEGOTIATIONS, COMMITMENTS AND/OR WRITINGS.