

Date: August 25, 2025
To: Weiser ID WWTP

Subject: MISCOwater Quote # Q-001012

# **Poly Processing Tank Offering**

# **→** = <u>Distinguishing Feature from Others</u>

This mark denotes Innovations in this proposal developed by Poly Processing Company (PPC) or its sister Chemical Company. PPC is unique among storage tank manufacturers, in being privately held. This allows heavy R&D each year for innovations not expensed by shareholder-controlled companies. See below or ask us on any feature having this mark, as to how it differs from others in longevity, safety, maintenance, or operational costs.

# TANK SYSTEM: (2) 2000 IMFO (integrally molded flanged outlet) Sodium Hypo

For storing: Sodium Hypochlorite, 9 - 15%, SPG 1.2 Diameter: 7'-1" | Height: 8'-6" | Dome Manway Size: 24" IM

Download links below are of the basic tank before assembly. Complete Approval Drawings available with PO. PDF Drawing / CAD (dwg file) / 3D-CAD (stp file) | PDF Gallon per Inch chart | .

## **Primary Tank** (Quantity: 2)

2000-gallon Vertical IMFO (integrally molded flanged outlet)

1.90 specific gravity wall thickness Crosslinked Polyethylene (XLPE)◆ Color: Natural (yellowish white)

Tank wall includes Oxidation Resistance Additives (OR1000) ◆

# <u>Lid/Manway</u> (Quantity: 2) Cover Assembly 24" 8-Bolt

Fill (Quantity: 2)

Bulkhead fitting Assembly 2" Socket x thread PVC/Viton NSF

**Dome Fitting** (Quantity: 2)

Universal Ball Dome Fitting 2" Bulkhead fitting Style PVC/EPDM

Air in (Quantity: 2)

Bulkhead fitting Assembly 4" Socket x thread PVC/EPDM

Air out (Quantity: 2)

Bulkhead fitting Assembly 4" Socket x thread PVC/EPDM

Pump Feed (Quantity: 2)

Molded Outlet Flange Fitting 3" Threaded PVC/Titanium/Viton NSF/316SS

Overflow Fitting (Quantity: 2)

BOSS fitting (Bolted One-piece Sure Seal) ★ 3" Assembly (polyethylene)/PVC/Titanium/Viton NSF

Lifting Lugs (Quantity: 6)

Lifting Lug Stainless Steel 304/Titanium/Viton NSF

(Quantity: 2) 24-Hour Hydro Test (Quantity: 2) Impact Test (Quantity: 2) Gel Test

**Level Measurement** (Quantity: 2)

Level Gage Small Standard Type PVC with 2 Valve with EPDM

Order Grand Total: \$38,965.00

Quote pricing guaranteed 30 days, subject to change after 09-25-2025 Freight Included

### Flexible Connections:

- Please install Flexible Connections on any fittings found on the lower 1/3 sidewall that are also connected to piping or other restriction that would prevent tank wall movement while filling or emptying.
- Either hose or inline flex units may be used. For more information click polyprocessing.com/flex

# Notes:

- Payment terms: Net 30 days
- Freight Allowed
- Submittal Lead Time: 3 to 4 weeks from Approved PO and Terms & Conditions
- Estimated Delivery Lead Time: 6-7 weeks from Approved Submittal
- Lead Times are an estimated timeframe at the time of this proposal and are subject to change at the discretion of the tank manufacturer.
- MISCO water Terms and Conditions are attached.
- Pricing does not include sales tax.
- Due to the fluctuating nature of international trade and potential tariff adjustments, this quotation does not include tariff costs. Any tariffs incurred will be the responsibility of the customer and billed accordingly
- flexible connections are not included in the pricing but can be added

# Purchase order to be addressed as follows:

MISCOwater 6440 Oak Canyon, Suite 150 Irvine, CA 92618 Please let me know if you have any questions.

Thank you,

**Nate Miller** 

MISCOwater Star, ID Office PH: (986) 777-1251

Cell: (415) 794-0984

Email: nmiller@miscowater.com

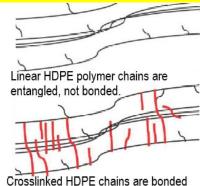
### THIS PROPOSAL CONTAINS...

The following are referenced in one or more places above.

# 1) Crosslinked Polyethylene (XLPE) <a>Included</a>!







- XLPE is still HDPE, but the HDPE polymer chains are crosslinked to each other for superior strength.
- XLPE is all about strength, not chemical compatibility. It is still HDPE, but stronger.
- XLPE is 5x stronger than linear HDPE. It is a thermoset vs thermoplastic (linear)
- 20 times the environmental stress crack resistance (ESCR) over linear HDPE.
- Considerably longer tank life (vs linear) & best warranty in the Industry.
- MORE INFO: and video demonstration- please visit Crosslink vs Non-Crosslinked video

# 2) NSF61 System Certification ☑ Included!



- Only system completely certified by NSF for fittings, gaskets, and other components.
- Over 35 chemicals certified under PPC NSF Product and Service Listing.
- Others may be NSF61 for Potable water only- not chemicals.
- NSF61 documentation and system decal on tank wall.
- MORE INFO: Please download our NSF/ANSI 61 Certification Guide

# 3) Anti-Oxidation System (OR1000) Included!



# Extends any PE tank life containing oxidizing chemicals.

- 4 times the antioxidant strength of any polyethylene on the market today.
- Polyethylene with OR additives is blended, baked in, and covalently bonded with rotomolding process-NOT just a liner.
- NSF61 Certified.
- Added as a 'double shot' towards end of cooking cycle leaving anti-oxidants in the field vs being 'cooked away'.
- Longest warranty in the Industry.
- MORE INFO: and video demonstration- please visit Engineered Resins for specific chemicals

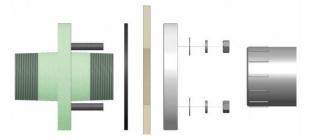


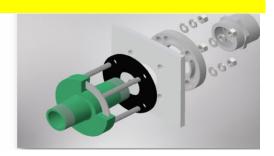


Has multiple advantages over every other manufacturer when used as process/pump connection. (Not a drain).

- Outlet neck is flush with tank floor leaving zero sump area (as all others have some sump area)
- Prevents sludge build up from no sump area below outlet- thus longer chemical life and chemical cost savings.
- Complete and total fluid evacuation allows cleaning just from a hose at manway.
- Flange maintenance and piping is on outside because of neck (others require from inside tank).
- IM=Integrally Molded. This outlet is molded along with tank itself, so it's homogenous, seamless, and strong WITH tank wall.
- No welds. No drilled fitting. No Metal Inserts. No dissimilar materials. No leaks!
- MORE INFO: Pictures and guide, please visit IMFO outlet pictures

# 5) BOSS Fitting ☑ Included!





## More leak proof than any fitting on the market

- Is constructed of polyethylene for chemical compatibility with your tank
- Has an innovative backing ring design to reduce stress on the fitting and make it three times stronger than plastic fittings.
- Is easy to maintain, since the pipe connection is extended beyond the sidewall of the tank.
- MORE INFO: Video, pictures, benefits please visit BOSS 5 things

# Additional Value from Poly Processing Company

- Over 50 years Manufacturing, Serving & Innovating for the chemical feed industry!
- Privately held. PPC cares about safety, innovation, & customers- not shareholders.
- Born from it's sister chemical company still operating- PPC knows chemical storage at a root level.
- Fastest deliveries and response times in the Industry.
- Technical Support staff-dozens of people across 3 plants- to assist you quickly- 12 hrs per day!
- Tanks built to ASTMD 1998 and certified with documentation.
- Factory 4 Hour Hydro Test on your finished tanks and signed documentation.
- **☞** Factory Impact Test per ASTMD1998 and documentation.
- Factory Gel test per ASTM D-1998 and documentation.
- **■** Ultrasonic wall thickness testing per ASTM and signed documentation.
- NSF61 "system" certification for chemical- others only tank wall.
- Approval and As-Built drawings include full fitting details unlike others.
- Support Teams out of three factories in CA / LA / VA covers North America.
- ▼ 7 Regional Managers living in each area of country to assure your satisfaction.
- Factory Field Service Team that can come to your location for any need. [more]
- FDA Compliant.
- 3D CAD files available. 3D Drafting Team for custom needs.
- **■** Turnkey Installation available with local contractor partners.
- **☞** 'Library of Congress for tanks'- none compare to our website resources.
- Project management team for after PO to shipment ease of business.
- Tanks washed and shrink wrapped for clean delivery. Others do not.

# FITTINGS AND ACCESSORIES REFERENCE

Please refer to proposal above for specific materials and sizes. The following exist on this proposal but this list may not be complete to every item quoted. Our website shows additional fittings if needed.



# Flange Adapter

A flange attached to a nipple pipe. Allows plumbing connections between tank fittings and the flange of a component. See proposal sections above for size and type included.

To download a PDF drawing click here: <u>Download Flange Adapter</u> PDF



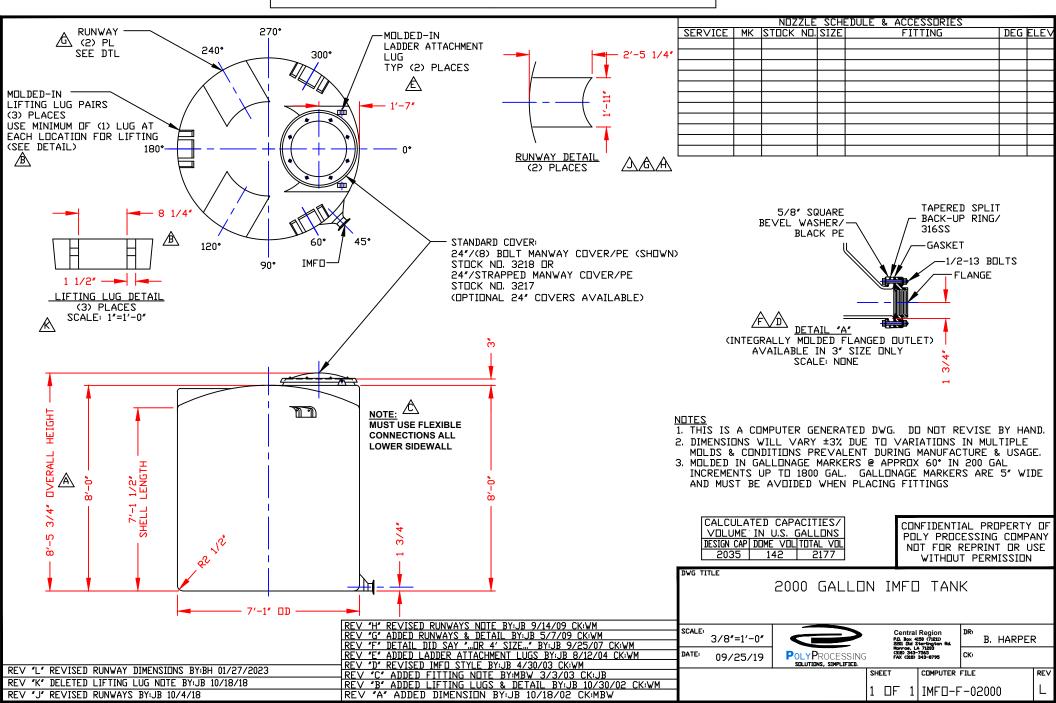
# **Bulkhead Fitting**

A common fitting not unique to Poly Processing, it must be installed from the inside of the tank. We recommend it not be used on the bottom sidewall of tanks greater than 3,000 gallons or tanks greater than 6 feet in height. See drawing-click here

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### STANDARD TERMS AND CONDITIONS

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#### **ACCEPTANCE**

The following Terms and Conditions are an integral part of the offer to sell the equipment and/or services offered in this proposal. When the BUYER signifies acceptance of this quotation by submission of a Purchase Order or signed SELLER Quotation, it shall become a binding contract when accepted and signed by an authorized signer of the SELLER. Any changes or amendments to this proposal made by the BUYER must have SELLER's approval in writing to become a part of this contract. These Terms and Conditions and the accompanying Purchase Order or signed SELLER Quotation shall comprise the entire agreement between the parties and no course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this contract. Unless stated otherwise, the terms and conditions of the manufacturers listed herein will apply to this quotation. Any attachments or listed documents are considered a part of this quotation and are made part of the agreement. Quote is firm for thirty (30) days unless otherwise stated on the face of the attached quotation.

#### APPROVAL DRAWINGS

All items listed are based on SELLER'S interpretation of the requirements in accordance with the plans and specifications. Any preliminary drawings or literature attached to our quotation are for illustration purposes only to show approximate arrangements. Specific drawings and submittal data will be furnished for approval as required after receipt and acceptance of the BUYER'S order. Any submittal or manuals when provided by SELLER will be in the form of a PDF electronic file only. Any form of media beyond the electronic file would be the responsibility of BUYER. Fabrication of products or equipment ordered will not begin until approval and direction to proceed is received in writing. No warranty is made regarding quantities, materials of construction or type of materials quoted. Operation, installation, and maintenance of materials quoted are the responsibility of the OWNER or CONTRACTOR.

#### **DELIVERY**

Any shipment or delivery date recited represents our best estimate, but no liability, direct or indirect, is assumed by SELLER for failure to ship or deliver on such dates. Unless otherwise directed, SELLER shall have the right to make early or partial shipments and invoices covering the same to BUYER shall be due and payable in accordance with payment terms hereof. FOB shall be origin unless stated otherwise on the front of these Terms and Conditions. Delivery schedule(s) will be contingent on supply-chain availability and variability for material components, therefore, lead-times are subject to change without notice. Published weights are careful estimates but are not guaranteed. SELLER will endeavor, insofar, as it is possible, to comply with shipping instructions specified by the Purchaser. However, SELLER reserves the right to ship merchandise by such means of transportation as it may select. The manufacturer will ship the equipment via best way. Demurrage shall be billed to the account of the Purchaser. DAMAGE CLAIMS: Care is taken in packaging all shipments. After BUYER has been given the receipt by the transportation company, all claims for breakage or shortages, whether concealed or obvious, must be made in writing by the BUYER to the carrier and SELLER within seven (7) days after receipt of shipment. When damage or shortages are obvious, written comments on the bill of lading are required before the driver is released. RETURNED PRODUCTS: In no instance is equipment to be returned without first obtaining SELLERS written approval and returned materials authorization. If shipment is postponed at the request of the purchaser after manufacturing has been commenced, payment will be due on notice from us that the equipment is ready for shipment. Pro rata payments shall be made for partial shipments.

#### STORAGE

Any item of the product on which shipment is delayed by BUYER may be placed in storage by SELLER at BUYER'S expense and risk. If a delay in shipment is requested by BUYER after an order has been entered and accepted:

- a. No charge will be made if the request for delay is made more than six (6) weeks before acknowledged shipping date and the requested delay is for a period not in excess of thirty (30) days.
- b. A charge will be made if the requested delay exceeds a period of thirty (30) days or if the request is made within six (6) weeks of the
- acknowledged shipping date. SELLER will advise BUYER of the charge within ten (10) days of receiving BUYER'S request for delay.
- c. If the product is within six (6) weeks of the acknowledged shipping date, then SELLER has the option of completing, invoicing and storing the product and charging one and one-half percent (1.5%) per month, or the maximum percentage permitted by law, whichever is lesser, of the established price for such product, plus storage cost.

#### **PAYMENT**

Payment terms, upon credit approval, are of net thirty (30) days from the date of each invoice for material shipped (or when ready for shipment is deferred by BUYER) unless stated otherwise on the face of the attached quotation. Flow down provisions are not accepted and shall not be enforceable against SELLER. Retention is not allowed. In the event any payment becomes past due, a charge of one-half percent (1.5%) will be assessed monthly. These terms are completely independent from, and not contingent upon, when BUYER receives payment from the OWNER. A processing fee of up to four percent (4%) will be added for credit card payments. All merchandise sold is subject to lien laws. Partial or final payment shall constitute acceptance of delivered materials, products, or equipment.

#### FORCE MAJEURE

Neither Party will be liable for any failure or delay in performing an obligation under these Terms and Conditions that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

#### TAXES AND BONDS

Taxes and bonds are **NOT** included in our pricing. Any applicable taxes or bonds will be added to the price and shown separately on each invoice. All prices exclude sales, use, duties, excise, and other taxes in respect to manufacture, sale, or delivery, all of which are to be paid by the buyer unless a proper exemption certificate is furnished. BUYER agrees to reimburse our company for taxes SELLER must pay on BUYER'S behalf.

### PRICE ESCALATION and/or MATERIAL DEPOSITS

If between the proposal date and actual procurement and through no fault of the SELLER, the relevant cost of labor, material, freight, brokerage fees, tariffs, and other SELLER costs combined relating to the contract increase, then the contract price shall be subject to escalation and increased accordingly. If required by the BUYER, increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index. SELLER shall undertake good faith efforts to obtain savings in its procurement of materials to avoid escalation costs. BUYER shall contemporaneously track any escalation costs.



#### STANDARD TERMS AND CONDITIONS

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#### CLAIMS AND BACKCHARGES

BUYER agrees to examine all materials immediately upon delivery and report to SELLER in writing any defects or shortages noted no later than ten (10) days following the date of receipt. The parties agree that if no such claim is made within said time, it shall be considered acceptable and in good order with respect to any defect or shortage which would have been revealed by such an inspection. In no event will SELLER be responsible for any charge for modification, servicing, adjustment or for any other expense without written authorization from SELLER prior to the performance of any such work. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING OUT OF A DELAY IN OR FAILURE OF DELIVERY, DEFECTS IN MATERIAL AND WORKMANSHIP AND/OR FAILURE OF GOODS TO PERFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, BLUEPRINTS OR SAMPLES AS SET FORTH OR DESCRIBED HEREIN, IF ANY, OF A BREACH BY SELLER OF ANY OTHER TERM OR OBLIGATION OF SELLER UNDER THE CONTRACT. No penalty clauses of any description will be effective unless approved in writing over the signature of a principal of SELLER. Under no circumstances shall SELLER be liable for any consequential, special or incidental damages, including liquidated damages, arising from any breach by it in this transaction, AND ALL SUCH CONSEQUENTIAL, SPECIAL AND INCIDENTAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, ARE EXCLUDED FROM ANY REMEDIES AVAILABLE TO THE BUYER.

#### SECURITY INTEREST & TITLE

Until all amounts due SELLER have been paid in full, SELLER shall retain a security interest in the product and have all rights of a secured party under the Uniform Commercial Code and applicable law, including the right to repossess the product or equipment without legal process and the right to require the BUYER to assemble the equipment and make it available to SELLER at a place reasonably convenient to both parties.

#### WARRANTY

Equipment and parts not manufactured by the SELLER carry only the warranty of the manufacturer of said parts. SELLER does not make any express or implied warranty for equipment and/or parts it did not manufacture. Credits for defective material and workmanship in said equipment and/or parts are only in accordance with the underlying company policy of the manufacturer. SELLER makes no warranty whatsoever with respect to any equipment and/or parts as to their merchantability or fitness for a particular purpose. It is further agreed that the SELLER assumes no liability whatsoever for failure of equipment due to normal usage and wear.

#### INDEMNIFICATION

To the fullest extent permitted by the law in which the project is located, BUYER and SELLER shall indemnify and hold one another and their respective employees and agents harmless from and against all claims, damages, losses, liabilities, actions, causes of action, demands, fines, penalties, judgments, costs, and expenses, including but not limited to attorneys' fees, court costs, expert fees and costs, arising out of or resulting from BUYER's or SELLER's own negligent acts, omissions or misconduct, to the extent such negligence is covered by BUYER's and SELLER's respective insurance policies. In the event any third party asserts against SELLER a claim for patent infringement, royalties or licensing fees with respect to BUYER's use of the products, materials, or equipment provided hereunder, BUYER agrees to indemnity SELLER for all liability damages, costs and expenses in connection therewith.

#### CANCELLATION

Buyer may cancel this contract only in writing signed by BUYER's duly authorized agent and acknowledged in writing by SELLER's duly authorized agent. Should this order be cancelled, BUYER shall be obligated to pay for the level of work performed and products shipped. Work performed includes any engineering, calculations, preparation of submittals, drawings, and/or travel to job site in relation to this order. In addition to any other remedies provided under these Terms and Conditions, SELLER may terminate this contract with immediate effect by providing signed, written notice to BUYER, if BUYER: (i) fails to pay any amount when due under the contract and such failure continues for 30 days after BUYER's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms and Conditions; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings in bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

### FIELD WORK

Unless specifically stated on our quotation, installation, start-up service, field testing, supervision, operation, and training are not included in our pricing of product. In the event that SELLER or any of its employees or agents do perform work or services on-site at the project's location, BUYER agrees to hold SELLER and its employees or agents harmless for any injuries or damage to property caused by their acts or omission, except to the extent said injuries or property damage arise from gross negligence or intentional misconduct.

#### MODIFICATIONS

This contract can be modified only in writing which specifically states that it amends these Terms and Conditions and is signed by both parties and their duly authorized agents. It is further agreed that this contract shall not be modified in any respect except in writing signed by the party and their duly authorized agent against whom the modification is sought to be enforced.

#### **AUTHORITY OF SELLER'S AGENTS**

No agent, employee or representative of the SELLER has any authority to bind the SELLER to any affirmation, representation or warranty concerning the goods sold under this Contract, and unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this written contract, it shall not be enforceable by the BUYER.

#### NO THIRD-PARTY BENEFICIARIES

This contract is for the sole benefit of BUYER and SELLER and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

#### GOVERNING LAW

All matters arising of or relating to the contract or the Terms and Conditions shall be governed by and construed in accordance with the laws of the state in which the project is located.



# STANDARD TERMS AND CONDITIONS

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#### **DISPUTE RESOLUTION**

In the event of any dispute between BUYER and SELLER arising out of the terms of the contract and these Terms and Conditions, such dispute shall be decided by arbitration administered by the American Arbitration Association in accordance with the then-prevailing Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. BUYER and SELLER mutually agree that any dispute involving claims valued at or above \$1,000,000.00 shall be heard by a panel of three (3) arbitrators. The venue for all arbitration proceedings shall be the State of California. The foregoing agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

#### SEVERABILITY

The partial or complete invalidity of any one or more provisions of these Terms and Conditions shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the provision shall be considered reformed to reflect the intent thereof to the greatest extent possible consistent with applicable law.

#### ASSIGNMENT - DELEGATION

No right or interest in this Contract shall be assigned by the BUYER without the written permission of the SELLER, and no delegation of any obligation owed, or of the performance of any obligation by the BUYER shall be made without the written permission of the SELLER. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

Signature	Date
Printed Name	Title
Company Name	MISCOwater Quote #