

Service Quote



Quote No: JS-10241

Revision:

Desc: City of Arcata - Quarterly Service 2025
 Req Date::
 Reference::
 Terms: 30 DAYS
 Quote by: Daniel Villegas
 Email: dvillegas@newterra.com
 Phone: (805) 235-6624

Newterra Corporation Inc.
 1555 Coraopolis Heights Road
 Ste. 4100
 Coraopolis PA
 US 15108
 Phone: 1-800-420-4056
 Sales::

Valid for: 60days from: 3/20/2025

Sell To:
 City Of Arcata
 736 F Street
 Dallred@Cityofarcata.Org
 Arcata CA
 US 95521-6211

Bill To:
 City Of Arcata
 736 F Street
 Dallred@Cityofarcata.Org
 Arcata CA
 US 95521-6211

Ship To:
 City Of Arcata
 736 F Street
 Dallred@Cityofarcata.Org
 Arcata CA
 US 95521-6211

(2) Newterra Field Service Technicians will be on-site for up to (24) hours each to service (24) Triton aeration equipment on a quarterly basis. The work will be spread across three days and will include all necessary preventative maintenance tasks as listed in the Triton O&M Manual:

- Change bearings (as required)
- Inspect all bolts for tightness (quarterly)
- Inspect blower filter (quarterly)
- Inspect electrical connections (quarterly)
- Measure and record amp readings (quarterly)
- Clean motor lower drain hole (quarterly)
- Routine cleaning and removal of debris (quarterly)
- Lubricate and grease motor bearings (bi-annually)
- Planned shutdown and scheduled inspection (annually)
- Lubricate and grease universal joint shaft assembly (annually)

Any parts requiring replacement, including bearings and filters, are not included in the quote and will be billed separately. Additional time to be billed at newterra field service rates. Customer to provide boat and all required equipment for operation. Total price reflects one year of PM service.

No	Description	Qty	Unit	Unit Price	Total Price
	Quarterly Service - Includes travel	4	EA	\$18,900.00	\$75,600.00
Total:					\$75,600.00

Note: All approved change orders will be appended, as lump sum values, to the final equipment invoice issued.
 Storage Fees will be applicable if Newterra is asked to store the equipment beyond the notice of readiness to ship.
 Taxes if Applicable are NOT INCLUDED and will be added to invoice.

TERMS AND CONDITIONS:

1. PURCHASE ORDER:

Newterra ("Newterra" or "Seller") will not initiate work without a signed purchase order or letter which includes the overall cost of system and options chosen, purchase order number, payment terms, billing address and Tax Identification Number.

2. APPLICABILITY / SCOPE:

All goods and services provided shall be governed by the terms and conditions set forth herein. Any modifications to these terms or to the scope of any order or project hereunder, shall be mutually agreed upon and set forth in an appropriate writing executed by both parties.

3. PAYMENT TERMS:

Net 30 from receipt of invoice.

4. SHIPPING & DELIVERY TERMS:

Shipping charges are not included unless otherwise specified above in the pricing section. All quoted shipping charges are FCA Factory freight prepaid and charged, unless otherwise specified. Buyer shall arrange for all insurance. Risk of loss to each item sold hereunder passes to Buyer immediately before that item is shipped from Seller's warehouse.

5. ACCEPTANCE:

Buyer shall inspect all shipments of equipment or other goods within 10 days of receipt and shall promptly notify Newterra of any specific defects or non-conforming goods. The parties acknowledge that acceptance of any goods supplied hereunder shall be deemed to have occurred if Buyer fails to notify Newterra of any such defects or non-conforming goods within 10 days of the date of receipt.

6. OPERATIONAL AND MAINTENANCE PROCEDURES:

Buyer hereby agrees to indemnify, defend and hold harmless Newterra from and against any and all third party claims arising, in any manner, out of: (a) Buyer's neglect of the equipment; (b) Buyer's use of technicians not authorized by Newterra to service the equipment; or (c) Buyer's improper use or modification of the equipment or failure to follow the operational and maintenance procedures provided with the equipment.

7. WARRANTY:

Seller warrants all parts and equipment provided against defective workmanship or material for a period of 12 months from the date of readiness to ship. This warranty is expressly and strictly limited to replacing any defective part or equipment which is proven upon Seller inspection to be a defect in design, material or workmanship, and which have not been neglected, abused or misapplied. Buyer must immediately notify Seller in writing upon discovery of a claimed defect. Seller will not be responsible for any labor or additional materials related to the claim, nor any consequential impacts associated with any claim. Seller reserves all rights to deny a warranty claim due to incorrect installation, operation, maintenance, or normal wear and tear. If Seller's Supplier assesses a part evaluation fee as part of their warranty claim assessment process, then the Buyer will be required to pay this fee. All parts must be returned to Seller, transportation prepaid, unless other arrangements have been pre-approved by Seller.

8. INSURANCE:

Each party shall provide and maintain at its own expense, such policies of insurance in such amounts as are appropriate and commercially reasonable for parties engaging in the type of activities contemplated by the projects entered into hereunder. Upon request, each party shall furnish the other with certificates evidencing the required insurance coverage.

9. RETURNED GOODS:

No equipment shall be returned to Seller without its prior written authorization. Custom equipment is non-returnable. All returns due

to unwanted products or customer error will be assessed a minimum 25% restocking charge, based on the original invoice amount (shipping charges will be borne by the Buyer). Any defective product to be returned to a Newterra factory or service center must be sent Freight Prepaid. Buyers desiring to return product should contact our Customer Service Department at 1-800-420-4056 to obtain a Return Authorization (RA) number and a Return Material Tag (RMT). Each carton must be visibly marked with the RA number and have the RMT tag (RMT) in the packing list pouch and shipped via ground transport to: The Newterra facility indicated on the Return Authorization form.

10. LIMITATION OF LIABILITY:

Under no circumstances whatsoever will Newterra be responsible for direct, liquidated, indirect, special, incidental or consequential damages including, but not limited to, lost business, overhead, loss of use of property, delay, damages, lost profits or third party claims, whether foreseeable or not, even if Newterra has been advised of the possibility of such damages in connection with the delivery, installation, use or performance of the equipment or the provision of maintenance services by Newterra regardless of whether such claims are alleged to have arisen out of breach of warranty, breach of contract, stricter absolute liability in tort, or other act, error or omission or any other cause whatsoever, or any combination of the foregoing.

11. PRICING/TAXES

The price to be paid by Buyer shall be mutually agreed upon by the parties and set forth in writing. Unless otherwise agreed to, prices quoted do not include any State, Provincial or local sales or use tax, special fees, duties, tariffs or custom fees, freight and handling charges, or export crating costs that may be added to the price at invoicing. The Buyer agrees to make payments as described herein. If Seller is subjected to any such fees in connection with this sale or the delivery; the same shall be added to the purchase price and Buyer shall be responsible for paying that tax or reimbursing Seller therefore within 30 days. If Buyer is Tax Exempt, valid documentation in the form of an applicable tax-exempt certificate or direct pay permit must be provided at time of Purchase Order to be considered.

12. INDEMNIFICATION:

Each party shall defend, indemnify and hold each other's officers, directors and employees, harmless from and against any third party claims, damages or losses, including reasonable attorney's fees and costs (whether based on negligence, contract or any other legal theory), to the extent such claims, damages or losses are attributable to the negligence of each party or each party's failure to perform in accordance with the terms and conditions set forth herein and the recovering party is the prevailing party in any claim or litigation.

13. CANCELLATION/TERMINATION:

This contract is not subject to cancellation except by mutual consent and on terms that will indemnify Newterra against loss.

Please sign and return in order to authorize Newterra to proceed.

Purchase Order #:

Authorized Signature:

Name (print):

Title:

Date