

May 27, 2026

QUOTE: 2026-LMP0007

Customer: **Black Iron Energy**

Bill Jackson,

Louisiana Cat is pleased to offer you our quotation to provide the New Surplus Refrigerated Joule Thompson Plant for your project. The Standard Enhanced Refrigerated JT Plant (Joule eRJT-40) with EG Dehydration, NGL Stabilizer, and Hot Oil Heater System (“Plant”). This equipment and components are built and ready to ship from our New Iberia, Louisiana branch.

Pricing is subject to attached Terms and Conditions, and does not include any applicable Federal Goods and Services Tax, State / Provincial Sales Tax or Freight Charges. Export packaging and shipping not included.

Should you have any questions or comments please contact me any time.

Lance Peltier

Louisiana Cat

Oil & Gas / Industrial Sales Mgr

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TABLE OF CONTENTS

	PAGE
Section 1 – Commercial Details	3
Section 2 – Scope of Work.....	4
Section 3 – Design Conditions	6
Section 4 – Major Equipment.....	8
Section 5 – Stream Summary	13
Section 6 – Process Flow Diagrams	13
Section 7 – Process and Instrument Diagrams.....	13
Section 8 – Terms and Conditions of Sale	14

SECTION 1 – COMMERCIAL DETAILS

Refrigerated Joule Thompson Plant

Net Price, without MCC.....	\$ TBA USD Ex-Works Louisiana Cat Facility, New Iberia, Louisiana USA
Estimated Delivery.....	3-5 Weeks for plant as described below
Import/Export Duty	Not Included – extra if applicable
Federal Goods and Services Tax	Not Included – extra if applicable
State / Provincial Sales Tax	Not Included – extra if applicable
Freight Charges	Not Included – extra if applicable
Load Out	EX WORKS LA Cat Port of Iberia
Terms of Payment Purchase Option.....	25% Down 75% at Shipment Must be paid in full before shipment
Proposal Validity.....	Thirty (30) days from date of proposal

SECTION 2 – SCOPE OF WORK

This proposal covers the process design, engineering, procurement and fabrication of a NEW SURPLUS Standard Enhanced Refrigerated JT Plant (Joule eRJT-40) with EG Dehydration, NGL Stabilizer, and Hot Oil Heater System (“Plant”).

2.1 LA Cat Shall Provide

- Procurement and construction of all process equipment and instrumentation detailed in the equipment list of this proposal and attached P&ID drawings: JOULE-17-690-AP-PID-101-113 Rev A
- Four (4) Process Skids: Chiller Skid (double deck), Stabilizer Skid, EG Regeneration Skid
- Two (2) Refrigerant Condensers
- Oil flooded screw compressor refrigeration packages (2) 50% - 1,250 HP EA and control panels for packages
- NGL Stabilizer Column with downcomers, ladders and platforms
- Hot Oil Heater System (12.0 MM Btu/hr)
- Allen Bradley CompactLogix™ PLC panel with operator interface
 - PLC panels and J-Box installation both on-skid(s) and in Owner supplied building
- On-skid instrument electrical wiring to junction boxes
- ESD overrides and partial unit blowdowns
- Most skid interconnecting piping (Joule skid/equipment to Joule skid/equipment)
- Supply of customer connection drawings (Section 5 for more detailed list)
- Supply of one (1) hard copy & one (1) electronic copy for startup, operation, and maintenance manuals
- Supply of 3D model and General Arrangement Drawings in native format
- Insulation of process equipment, on-skid piping, and insulation blankets supplied for flanges. Insulation of skid interconnecting piping and hot oil heater system not included.
- Supply of I&E and mechanical startup spare parts list

2.2 Owner Shall Provide

Owner shall be responsible for the following:

- Applicable local, state or federal taxes, duties, permits or fees
- Freight
- Safe unloading, hauling, rigging and storage of equipment
- Lifting spreader bars, shackles and slings
- Long term storage preservation (if applicable)
- Power wiring and lighting
- Electrical power distribution tray and supports (off pipe rack skids)
- Equipment foundations
- Installation of equipment
- Connections to utilities and process battery limits
- Load testing
- Instrument air supply
- Initial fills (propane refrigerant, lube oils, hot oil heat medium, etc.)
- Methanol and totes
- Storage tanks
- Plant Flare
- Spare parts for start-up or operations
- Any skid interconnecting piping, valves and fittings not specified herein
- Insulation of skid interconnecting piping and cold flanges to be completed in field by Owner
- Insulation of the Chiller Skid (double deck) and Stabilizer Skid. EG Regeneration Skid is the only skid insulated at this time.
- Heat tracing (if applicable)

SECTION 3 – Plant DESIGN CONDITIONS

PROPERTIES	
Flow Rate	40 MMSCFD Inlet Gas
Inlet Pressure	900 PSIG
Inlet Temperature	120°F
SITE CONDITIONS	
Elevation	Approximately 3,200 FT Above Sea Level
Barometric Pressure	13.3 PSIA
Ambient Temperature	Summer 95°F / Winter -20°F
Wind	Wind Speed 100 MPH, Exposure Category C, Occupancy Category III, Topo Factor 1.0
Seismic	Site Class C, Group (Risk Category) III, Importance Factor 1.25

It is estimated that the Plant will require the utilities, as specified below:

Estimated Utility Requirements

DESCRIPTION	SPECIFICATIONS
Electric Power Supply	120 Volt, 1 Phase, 60 Hertz
	480 Volt, 3 Phase, 60 Hertz
Electricity - Connected Load (HP)	3,356
Electricity - Operating Load (HP)	2,611
Instrument Air	30 SCFM @ 100 PSIG
Fuel Gas	10,000 SCFH at 100 PSIG
Methanol (for MeOH injection)	Approximately 20-40 gallons/day

Definitions:

1. A standard cubic foot (SCF) is measured at 60°F and 14.695 PSIA.

The estimated electrical requirements for the Plant are given in the following table:

Table 1 - Utility Summary

TAG NO	SERVICE	CONNECTED HP	OPERATING HP
C-300/302	(2) Refrigerant Compressors	3,000.0	2,300.0
P-315 A / P-317 B	(2) Compressor Oil Pumps	20.0	17.0
AX-135	NGL Product Cooler	10.0	9.0
AX-345 A/B	(2) Refrigerant Condensers	180.0	157.2
P-405 A/B	(2) Hot Oil Pumps	80.0	70.0
BL-430	Blower	50.0	43.0
P-240 A/B	(2) Ethylene Glycol Pumps	10.0	9.0
P-175 A/B	(2) Methanol Injection Pumps	1.0	0.8
	Misc. 110 V	5.0	5.0
TOTALS		3,536	2,611

Table 2 - Guaranteed Performance
(Based on the design conditions presented in this section)

MAX INLET CAPACITY	48 MMSCFD Inlet Gas
DESIGN INLET CAPACITY	40 MMSCFD Inlet Gas
HYDROLIC TURNDOWN	4:1

SECTION 4 – MAJOR EQUIPMENT

Major Equipment List

TAG NO	QTY	ITEMS	SPECIFICATIONS	
E-100	1	Warm Gas/Gas Exchanger	Mfg: TBD Type: NEN Size: 24" OD x 36'-8 5/16" OAL TEMA Class: C Duty: 5.34 MM BTU/HR <u>Shell Side</u> <u>Tube Side</u> DP (PSIG): 500 1,100 DT (°F): -50/150 -20/-150 Mat'l: LTCS CS Design Code: ASME Section VIII Div 1 Coating: Two Coat Paint System	
E-105	1	Gas Chiller	Mfg: TBD Type: BXU Size: 24" OD x 32'-3 1/4" OAL TEMA Class: C Duty: 6.90 MM BTU/HR <u>Shell Side</u> <u>Tube Side</u> DP (PSIG): 300 1,100 DT (°F): -50/300 -50/150 Mat'l: LTCS LTCS Design Code: ASME Section VIII Div 1 Coating: Two Coat Paint System	
V-105	1	Surge Drum	Mfg: TBD Size: 38" OD x 27'-0" OAL DP (PSIG): 300 DT (°F): -50/300 Mat'l: LTCS Design Code: ASME Section VIII Div 1 Coating: Two Coat Paint System Internals: None	
V-375	1	Oil Still	Mfg: TBD Size: 12 3/4" OD x 3'-0" S/S DP (PSIG): 300 DT (°F): -50/300 Mat'l: LTCS Design Code: ASME Section VIII Div 1 Coating: Two Coat Paint System Internals: Electric Bundle	
V-110	1	H.P. Cold Separator	Mfg: TBD Size: 60" OD x 25'-0" S/S Boot Size: 30" OD x 3'-6" S/T DP (PSIG): 1,100 DT (°F): -50/150 Mat'l: LTCS Design Code: ASME Section VIII Div 1	

			Coating:	Two Coat Paint System
			Internals:	Coalescing Pad
HTR-375	1	Electric Heater	Mfg:	TBD
			Max Wattage:	2 kW
			Voltage:	120V
			Flange Size:	3"
			Flange Rating:	ANSI 300#
			Area Classification:	Class 1 Div 2 Group C&D
V-120	1	L.P. Cold Separator	Mfg:	TBD
			Size:	36" OD x 12'-0" S/S
			DP (PSIG):	500
			DT (°F):	-150/120
			Mat'l:	SS
			Design Code:	ASME Section VIII Div 1
			Coating:	None
			Internals:	Mist Eliminator
P-175 A/B	2	Methanol Injection Pump(s)	Mfg:	TBD
			Type:	Positive Displacement
			Subcategory:	Metering
			Capacity:	30 GPH
			T.D.H.:	TBD
			Driver Rating:	1/2 HP / 120 VAC / 1 PH
			Flange Rating (Suction):	N/A
			Flange Rating (Discharge):	N/A
E-115	1	Cold Gas/Gas Exchanger	Mfg:	TBD
			Type:	NEN
			Size:	14" OD x 30'-6 1/4" OAL
			TEMA Class:	C
			Duty:	1.79 MM BTU/HR
				<u>Shell Side</u> <u>Tube Side</u>
			DP (PSIG):	500 1,100
			DT (°F):	-150/120 -150/120
			Mat'l:	SS SS
			Design Code:	ASME Section VIII Div 1
			Coating:	None
T-125	1	DeEthanizer Tower	Mfg:	TBD
			Size:	48" ID x 50'-0" S/S
			DP (PSIG):	500
			DT (°F):	-150/100
			Mat'l:	SS
			Design Code:	ASME Section VIII Div 1
			Coating:	None
			Internals:	Trays
			Access:	2 x 24" MW
			Downcomers:	Included
			Ladder / Platforms:	Included
			Insulation:	Included
RB-130	1	NGL Reboiler	Mfg:	TBD
			Type:	BKU

			Size: 36" OD x 21'-5 1/2" OAL TEMA Class: C Duty: 5.36 MM BTU/HR <u>Shell Side</u> <u>Tube Side</u> DP (PSIG): 500 150 DT (°F): -20/250 -20/550 Mat'l: CS CS Design Code: ASME Section VIII Div 1 Coating: Two Coat Paint System
AX-135	1	NGL Product Cooler	Mfg: TBD Type: Forced Draft Duty: 0.51 MM BTU/HR DP (PSIG): 500 DT (°F): -20/250 Design Code: ASME Section VIII Div 1 Coating: Galvanized Louvers: Manual Hailscreens: Included
AX-345 A/B	2	Refrigerant Condenser(s)	Mfg: TBD Type: Forced Draft Duty: 7.7 MM BTU/HR (each) DP (PSIG): 300 DT (°F): -20/300 Design Code: ASME Section VIII Div 1 Coating: Galvanized Louvers: Manual Hailscreens: Included
C-300A/B	2	Refrigeration Compressor Package 2 x 50% machines	MFR: GEA-XB-1025 GL Drive: 1500HP Oil Separator: Included Oil Pumps: Included Speed: 3550 RPM BHP: 1250 Type: Oil flooded rotary screw Oil Cooling: Liquid Injection
V-350	1	Refrigerant Receiver	Mfg: TBD Size: 60" OD x 25'-0" S/S DP (PSIG): 300 DT (°F): -20/300 Mat'l: CS Design Code: ASME Section VIII Div 1 Coating: Two Coat Paint System Internals: None
V-355	1	Economizer	Mfg: TBD Size: 54" OD x 8'-0" S/S DP (PSIG): 300 DT (°F): -20/300 Mat'l: CS Design Code: ASME Section VIII Div 1 Coating: Two Coat Paint System

			Internals:	None
H-410	1	Hot Oil Heater System	Mfg: Absorbed Duty: Driver Rating: Burner Emissions: Piping Design Code: Area Classification:	TBD 12.0 MM BTU/HR 50 HP / 480 VAC / 3 PH / 60 HZ Low NOx ASME B31.3 Class 1 Div 2 Group C&D
P-405 A/B V-400	1	Hot Oil Pump Skid	Mfg: Pump Redundancy: Capacity: T.D.H.: Driver Rating (EA): Details:	TBD 2 x 100% TBD GPM TBD 40 HP / 480 VAC / 3 PH / 60 HZ Skid includes Expansion Tank (V-400)
E-200	1	EG Column Overhead Condensing Coil	Mfg: Type: Size: TEMA Class: Duty: DP (PSIG): DT (°F): Mat'l: Design Code: Coating:	TBD Coil 10 3/4" OD x 3'-3 3/8" OAL C 0.045 MM BTU/HR <u>Shell Side</u> <u>Tube Side</u> 15 150 -20/300 -50/350 CS LTCS ASME Section VIII Div 1 Two Coat Paint System
RB-235	1	EG Reboiler	Mfg: Type: Size: TEMA Class: Duty: DP (PSIG): DT (°F): Mat'l: Design Code: Coating:	TBD BKU 10 3/4" x 20" OD x 17'-2 3/4" OAL C 0.3613 MM BTU/HR <u>Shell Side</u> <u>Tube Side</u> 15 150 -20/300 -20/550 CS CS ASME Section VIII Div 1 Two Coat Paint System
T-230	1	EG Column	Mfg: Size: DP (PSIG): DT (°F): Mat'l: Design Code: Coating: Internals: Access: Downcomers: Ladder / Platforms: Insulation:	TBD 10.75" OD x 13'-8 1/8" OAL 15 -20/300 CS ASME Section VIII Div 1 Two Coat Paint System Packing None Included N/A Included
E-205	1	EG Exchanger	Mfg:	TBD

			Type: Plate & Frame Size: TBD TEMA Class: N/A Duty: 0.2953 M BTU/HR Design Pressure: <u>Hot Side</u> 150 PSIG <u>Cold Side</u> 150 PSIG Design Temp: -20/350°F -20/350°F Mat'l: SS SS Design Code: ASME Section VIII Div 1 Coating: None
V-210	1	EG Flash Drum	Mfg: TBD Size: 20" OD x 5'-0" S/S DP (PSIG): 150 DT (°F): -20/300 Mat'l: CS Design Code: ASME Section VIII Div 1 Coating: Two Coat Paint System Internals: None
F-215	1	EG Pre-Filter	Mfg: TBD Type: Housing Size: 8" OD x 3'-11 5/8" OAL Capacity: 4.5 GPM Housing Mat'l: CS Filtration Rating: TBD
F-220 A/B	2	EG Charcoal Filter	Mfg: TBD Type: Charcoal Elements Housing Size: 12 3/4" OD x 6'-1 5/8" OAL Capacity: 4.5 GPM Housing Mat'l: CS Filtration Rating: TBD
F-225	1	EG After-Filter	Mfg: TBD Type: Housing Size: 4 3/16" OD x 3'-0" OAL Capacity: 4.5 GPM Housing Mat'l: SS Filtration Rating: TBD
P-240 A/B	2	EG Pump(s)	Mfg: TBD Type: Positive Displacement Subcategory: Plunger Capacity: 6.18 GPM T.D.H.: 997 PSI Driver Rating: 5 HP / 480 VAC / 3 PH Flange Rating (Suction): ANSI 150# Flange Rating (Discharge): ANSI 600#
MCC-1000 & Building	1	MCC Racks MCC Building	Type: NOT INCLUDED Details: 5kV main breaker 5kV MCC 480V MCC

			30kVA transformer 1000kVA transformer Lighting panel board 2 hour UPS on 5kV MCC
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SECTION 5 – STREAM SUMMARY

See attached Stream Summary PDF file.

SECTION 6 – PROCESS FLOW DIAGRAMS

See attached Joule-16-1043-PR-SIM-100 PDF file

SECTION 7 – PROCESS AND INSTRUMENT DIAGRAMS

See attached Joule-16-1043-PR-101-01-13 PDF file

SECTION 8 –CCS TERMS AND CONDITIONS OF SALE

1.0 Terms and Conditions Constitute the Contract

Any acceptance of this Proposal is limited to acceptance of the express terms of the offer contained herein and PURCHASER is hereby notified of VENDOR'S objection to any different or additional terms that may be contained in Master Service Agreements (MSA), Master Rental Agreements (MRA), or any other contract for goods, services, and equipment being provided by the VENDOR. Any proposal for additional or different terms, unless such variances are in the terms of the description, quantity, price or delivery schedule of goods, shall be null and void unless expressly agreed in writing by authorized representatives of both parties.

2.1 Title and Risk of Loss

2.2 Title - The title to the equipment shall pass to the PURCHASER FOB VENDOR'S facility, unless otherwise expressed in this Proposal.

2.3 Risk - The equipment shall be shipped at the risk of the PURCHASER who shall fully insure the same with loss payable to VENDOR until payment in full of the purchase price is received by VENDOR, unless otherwise expressed in this Proposal.

2.4 Storage - In the event the PURCHASER delays taking delivery of equipment at the time(s) specified in this Proposal, PURCHASER shall accept the title to the equipment, as expressed in this Proposal, when notified that the equipment is ready for shipment. VENDOR shall have the equipment stored for the PURCHASER at PURCHASER'S risk and if the equipment must be stored off premises, any storage or insurance charges incurred by VENDOR will be invoiced to PURCHASER.

3.0 Quoted Prices (Validity)

The Proposal, of which these terms and conditions form a part, shall be valid for the duration stated. Any change to the stated validity period of the Proposal must be agreed upon by the PURCHASER and VENDOR in writing and signed by authorized representatives of both parties.

4.0 Changes

If PURCHASER requests or causes a change in VENDOR'S quoted schedule, method of engineering, fabrication and / or shipment, which result in delay or additional expense to VENDOR shall be to the account of the PURCHASER, including storage charges at an annual rate of 12% of the unpaid balance, in the event of a suspension of fabrication and / or delivery, and the delivery date shall be equitably adjusted. Changes initiated by PURCHASER which affect price and / or delivery will be documented and approved in a "Change Order" by representatives of both the PURCHASER and VENDOR prior to the ordering of materials or performance of work to facilitate the requested change. If a PURCHASER requested change causes an extension to the quoted schedule, the PURCHASER'S payment terms shall be adjusted in accordance to the dates when the original milestones would have originally occurred had the PURCHASER not made changes to the order. Payments for changes are due upon presentation of VENDOR'S invoice to PURCHASER.

5.0 Taxes

Sales tax, personal property tax, use tax, excise tax, duties, and any other taxes imposed by Federal, State, municipal authorities, or Governmental Body, and incurred by VENDOR through performance of the contract, shall be for the PURCHASER'S account and are in addition to the prices quoted herein, unless otherwise expressed in this proposal.

6.0 Set Offs (Waivers & Indemnification)

6.1 PURCHASER hereby waives all rights of set-off and/or recumbent with respect to its obligation to pay the purchase price for the equipment and/or parts sold.

6.2 PURCHASER shall hold harmless and indemnify VENDOR from any claims, demands or liabilities for injury or death to third parties or damage to third party property, to the extent arising out of and directly caused by the negligent acts of VENDOR, its officers, agents, or employees.

6.3 PURCHASER shall hold harmless and indemnify VENDOR from any claims, demands or liabilities for injury or death to third parties or damage to third party property, to the extent arising out of and directly caused by the negligent acts of PURCHASER, its officers, agents, or employees.

7.0 Force Majeure

VENDOR shall not be liable for any loss or damage arising out of the delay in shipment or delivery, or failure to manufacture or failure of the equipment to operate, due to causes beyond its reasonable control, including, but not limited to acts of God, acts of PURCHASER, acts of civil or military authority, priorities, fires, floods, etc. Any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. In the event of any such delays attributable to the PURCHASER, VENDOR shall be entitled to an equitable adjustment in the sales price for the increased cost incurred.

8.1 Limits and Liability (Disclaimer of Consequential Damages)

A. The VENDOR shall not be liable to the PURCHASER for any incidental, special, indirect or consequential damages, including but not limited to, pollution, loss of profits or revenues, loss of use of equipment, costs of replacement power,

additional expenses incurred in the use of equipment and facilities, and claims of customers of the PURCHASER, whether arising out of any breach of warranty, guarantee, products liability, negligence whether active or passive, tort, or any other cause pertaining to the performance or non-performance of this contract by VENDOR.

B. PURCHASER'S Negligence and Insurance - VENDOR shall not be responsible for any loss or damage arising out of the negligence of the PURCHASER, its employees, agents, or architects; or losses for which the PURCHASER has agreed to provide insurance. In the event both the VENDOR and PURCHASER are found to be negligent, each party will be responsible for that portion of the liability or damage (other damage for which the PURCHASER agrees to provide insurance on behalf of the VENDOR) directly resulting from such party's comparative share of the total negligence.

C. The remedies in this contract are exclusive, and notwithstanding anything to the contrary herein, the cumulative liability of VENDOR with respect to all claims under this contract, whether based in contract, indemnity, tort, strict liability, or otherwise, shall not exceed the purchase price of the unit or equipment or part(s) upon which such liability is based.

9.1 Equipment Warranty

9.2 Warranty – VENDOR warrants to PURCHASER that the equipment fabricated by it shall be free from defects in material and workmanship under normal use and service for a period of 18 months from shipment or 12 months from start-up, whichever occurs first ("VENDOR'S Warranty"). VENDOR warrants that the equipment fabricated by it shall be designed in accordance with sound engineering and good industry standards. All goods and products distributed to PURCHASER by VENDOR and/or obtained by VENDOR from third parties and used in the fabrication of the equipment described herein carry only such warranty as given by the manufacture. Said warranty, if any, is hereby assigned to PURCHASER by VENDOR in full satisfaction of VENDOR'S obligations to PURCHASER in respect of such goods and products and PURCHASER shall have no recourse against VENDOR on account of same. These warranties will be furnished upon request.

9.3 Terms - VENDOR'S sole obligation under the above warranty (paragraph 9.1) is limited to and shall be fully discharged by the VENDOR, at its expense and at its option, by repairing or replacing any defective part, which is shown to VENDOR'S satisfaction to have been defective as to materials or workmanship. VENDOR shall have no warranty obligation whatsoever unless written notice of such defect is given to VENDOR by PURCHASER within two (2) days of discovery of defect. Upon receipt of written notice and verification of the claim, the VENDOR shall, at its option, either: (1) repair or replace its products, parts or work F.O.B. Port of Iberia, Louisiana, during normal business hours; or (2) refund an equitable portion of the purchase price. VENDOR shall not be liable for reimbursement of any costs of transporting the product or part to VENDOR'S establishment, or for removal or reinstallation of a product when necessary in connection with a warranty repair. In no event shall VENDOR be liable for the cost of labor in connection with replacement or repair of defective parts when the equipment has been in the possession of the PURCHASER for a period of six (6) months or longer. Moreover, any warranty obligation on the part of Vendor will be voided if the equipment is not operated in accordance with the conditions for which it is designed or any alterations or substitutions are made in the equipment. VENDOR'S warranty obligations as set forth herein shall be PURCHASER'S sole remedy with respect to defective equipment and/or parts.

9.4 Gas Compressor Package Performance – VENDOR warrants a single design point compressor performance guarantee to a tolerance of +/- 3% for gases with a specific gravity range of 0.50 (14.485 MW) to 0.80 (23.176 MW), and a tolerance of +/-6% for gases with a specific gravity greater than 0.80 (23.176 MW) or less than 0.50 (14.485 MW), or for a suction pressure less than 10 psig, or for a discharge pressure greater than 2500 psig, or for compression ratios less than 1.8. All other compressor performance included in this Proposal is "expected" performance only and is not guaranteed.

9.5 Other Consideration - PURCHASER supplied parts and equipment are not covered under VENDOR Warranty.

10.0 Patent Warranty

VENDOR shall defend, at its own expense, any suit or proceeding brought against purchaser based upon the claim that the equipment fabricated by VENDOR infringes any U.S. patent in effect as of the date of this sale, provided VENDOR is promptly notified by PURCHASER in writing of such claim and given authority, information and assistance by PURCHASER, at VENDOR'S expense and to conduct such defense. If, as a result of any such suit, the use of equipment hereunder is enjoined, VENDOR shall, at its expense and option: (1) procure for PURCHASER the right to use the equipment; or (2) modify the equipment so that it no longer infringes; or (3) replace it with non-infringing equipment. On any component manufactured by others, VENDOR shall pass-through to PURCHASER any patent indemnity offer by said manufacturer. This is VENDOR'S exclusive liability for patent infringement of non VENDOR manufactured goods. This warranty does not apply to equipment fabricated to PURCHASER'S design, or to use of the equipment in processes which may constitute an infringement.

11.0 No Other Warranties and Obligations

WARRANTIES DISCLAIMER – THE WARRANTIES EXPRESSLY FURNISHED HEREIN BY VENDOR ARE IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OR MERCHANTABILITY AND FITNESS FOR PURPOSE.

12.0 PURCHASER'S Acts Voiding Warranties

The warranty furnished by VENDOR herein will be rendered void by improper installation of the equipment, damage to the equipment caused by improper operation, overheating, improper maintenance, erosion or corrosion, accident or improper storage. PURCHASER shall indemnify and hold VENDOR and its agents, officers and employees harmless against any and all liability, including personal injury and property damage, arising out of the aforementioned causes.

13.0 Invoice Payment Terms (Cost of collection and interest charges)

Payment of an invoice shall be due and payable in full by PURCHASER upon presentation of VENDOR'S invoice. Payments not received by VENDOR within thirty days of presentation of an invoice shall bear interest thereon for each day after thirty (30) days at 18% interest annum or the maximum rate allowable by law, whichever is less. In addition to the interest charges, PURCHASER shall be liable to VENDOR for all cost of collection of all amounts unpaid, including court costs, repossession of fees, and reasonable attorney's fees.

14.0 Payment Schedule

Payments are based on mutually agreed milestones or payment dates outlined in the VENDOR'S Proposal. All payments are due upon milestone attainment or payment dates, whichever occurs first.

15.0 Cancellation

The PURCHASER cannot cancel the order without written consent of the VENDOR and upon terms which compensate the VENDOR for all costs and expenses incurred, including cancellation costs to sub-vendors, overhead and prospective profits. In no event shall these costs exceed the value of the proposal.

16.0 Shipment (Delivery)

If any equipment or material is shipped in error, the PURCHASER'S sole remedy and VENDOR'S sole liability to the PURCHASER and hereunder is to ship the correct equipment or material FOB original point of shipment as soon as such equipment or material is available. (Refer to title)

17.0 Proposal Interpretation

This Proposal shall be construed in accordance with and governed by the State of Louisiana. The terms of this Proposal constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof. No changes or modifications in this Contract are effective unless in writing and signed by both parties.

18.0 Security in Equipment and/or Parts Sold

If requested by VENDOR, PURCHASER shall grant VENDOR a security interest in the equipment and/or parts sold as described in this proposal ("collateral") to secure the purchase price of same. PURCHASER shall execute financing statements ("UCC-1s") evidencing said security interest, which shall thereafter be filed with the appropriate recording officer. Upon payment in full of the purchase price set forth in this Proposal, VENDOR shall execute and file appropriate termination statements. Acceptance of this Proposal shall constitute the Security Agreement between the parties and is intended to and shall afford to VENDOR all rights of a secured party under Article 9 of the Uniformed Commercial Code.

19.0 Services in Connection with Equipment Sold

19.1 Services of a Technical Representative – If the PURCHASER requests for its account, VENDOR shall furnish the services of a technical representative. In such case, PURCHASER retains ultimate control and responsibility for installation and operation of the equipment purchased from VENDOR.

19.2 VENDOR Charges – VENDOR shall not be liable or obligated for any claims or back-charges by PURCHASER for work done on the equipment unless the work was approved in advance in writing by VENDOR, unless otherwise stated in this Proposal.

19.3 VENDOR start-up/commissioning provisions are outlined in this Proposal.

20.0 Return of Goods

No equipment or parts shall be returned to VENDOR without prior written authorization and receipt of VENDOR'S shipping instructions. Items returned for credit will be subject to VENDOR'S restocking charges.

21.0 Other Considerations

21.1 Pricing is based on award of all packages. VENDOR reserves the right to reconsider pricing should individual packages be awarded.

21.2 This Proposal is based solely on the documents provided by PURCHASER. Any new or revised information provided after project award shall be reviewed. Price and delivery impacts will be provided to PURCHASER once identified.

21.3 Delivery of equipment is subject to PURCHASER'S issuance of purchase order, delays caused by Change Orders, or lack of non-payment in accordance to payment schedule.

21.4 PURCHASER supplied drawings, parts, equipment, or services causing delays in VENDOR'S delivery/production schedule are to the charge of PURCHASER.

22 VENDOR Order Acceptance (OA) is subject to executive management approval