

Date : January 22, 2025
Attention : MD Rahman
Company : City of San Diego
Location : San Diego, CA
Contact : T: 858-614-5505
E: mmrahman@sandiego.gov
Site / Destination : Point Loma WWTP
ABEL Proposal # : APL24109-01
Project Description : Extended Warranty
Revisions : -01 Extended to 2028

The following is a proposal for providing an extended warranty on your ABEL HMQ-E-250-2000 pumps. The warranty coverage only applies to Pump Serial Numbers 5800099-01 and 5800099-02.

EXTENDED WARRANTY: US\$ 67,230.00

Coverage per the following details:

Warranty Start Date	• May 1, 2025
Warranty End Date	• October 31, 2028
Warranty Coverage	• Failures due to Manufacturer's defects per standard terms & conditions.
Coverage Requirements	<ul style="list-style-type: none">• Inspection of both pumps at the end of year 2025 and 2027 by an ABEL Factory Service Technician. (One day inspection cost is included. Requirements for more time would be additional.• Adherence to the ABEL recommended storage instructions and operation instructions.• Maintaining the connection for the ABEL Smart Pump Assistant Monitoring System

To proceed with the purchase of the extended warranty, please provide a purchase order for the full amount that will ensure payment of the invoice by April 30, 2025.

Please feel free to contact us with any questions or comments.

Sincerely,
ABEL Pumps, L.P.

Jesse Armstrong
Director of Sales & Operations
jarmstrong@idexcorp.com



TERMS AND CONDITIONS

1. GENERAL; OFFER AND ACCEPTANCE.

This Proposal is an offer by ABEL Pumps, L.P. ("ABEL") to Purchaser. This Proposal is not an acceptance of the terms and conditions of any offer or order of Purchaser and any such terms and/or conditions are rejected. Acceptance of the offer contained in this Proposal is expressly limited to its terms. Upon acceptance by Purchaser, this Proposal will be the final written expression of agreement between Purchaser and ABEL, constituting the entire contract between the parties and superseding all previous oral or written communications solely with respect to the extended warranty provided in this Proposal. This Proposal, and the contract resulting from its acceptance, may be waived, varied, modified or amended only by a writing signed by an officer of ABEL.

2. LIMITED WARRANTY AND PURCHASER'S EXCLUSIVE REMEDY.

Except as stated below, ABEL warrants that the products will conform to their written specifications and will be free from defects in material and workmanship under normal use and service for a period as defined in the proposal ending on October 31, 2028. If Purchaser claims that the products do not conform to this limited warranty, it must return any defective part(s) to ABEL with freight or other transportation charges prepaid, or, alternatively, permit ABEL's personnel to inspect the products at their site of installation or use. If, after inspection, ABEL determines that the products do not conform to this limited warranty, ABEL will repair or replace the products, at ABEL's sole option, without charge to Purchaser.

This limited warranty extends only to the original purchaser of the products, and does not cover normal wear and tear of parts as specified on our proposal, or damage or loss resulting from misuse, accident, neglect, improper installation or maintenance. This Warranty does not cover products modified, altered or changed outside of ABEL's plant, without the prior written consent of ABEL. Any unauthorized repair, modification, alteration or change of or to the products voids the warranty set forth herein. In order to qualify for warranty coverage, Purchaser must use and maintain the products in strict accordance with the instructions and recommendations contained in the literature delivered to Purchaser. In addition, Purchaser must permit repairs or modifications to the products to be made only by ABEL's authorized service personnel.

THE WARRANTY SET FORTH IN THIS AGREEMENT IS THE ONLY WARRANTY PROVIDED BY ABEL, IS STRICTLY LIMITED TO ITS TERMS, AND IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Any demonstration of the products is for illustrative purposes only and does not amount to a warranty of any kind. See published specifications for performance criteria.

3. DISCLAIMER;

EXCLUSION OF CONSEQUENTIAL DAMAGES; LIMITATION OF LIABILITY. Purchaser understands and agrees that ABEL shall not be liable for loss of use, income or profit, incidental, special or consequential or other similar damages arising, directly or indirectly, out of or occasioned by the use, installation, repair or replacement of the products, whether such damages are based on a claim of breach of express or implied warranty (including any implied warranty of merchantability or fitness for a particular purpose), tortious conduct (including negligence and strict liability) or any other cause of action. **PURCHASER SPECIFICALLY UNDERSTANDS AND AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY, TORTIOUS CONDUCT OR ANY OTHER CAUSE OF ACTION AGAINST ABEL IS THE REMEDY OF REPAIR AND REPLACEMENT PROVIDED IN PARAGRAPH 5 ABOVE.**

4. PAYMENT.

Purchaser shall pay the net amount due, per ABEL's invoice, within thirty (30) days from the date thereof. Purchaser shall neither retain payment on account of any claim nor shall Purchaser offset any claim the purchase price.

5. SEPARABILITY; INVALIDITY.

If any portion of this contract shall for any reason be held by a court of competent jurisdiction to be invalid and unenforceable, the valid and enforceable provisions will continue to be given effect and bind the parties hereto.

6. SUCCESSION.

The provisions of this contract shall bind and insure to the benefit of the successors and assigns of the parties hereto.

7. GOVERNING LAW; STATUTE OF LIMITATIONS; VENUE.

The contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof. The venue for any suit concerning the contract, the interpretation or application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

ABEL Pumps: *[Signature]*
Title: Director of Sales & Operations
Date: Mar 11, 2025

Approved as to form this 14th day
of March, 2025
HEATHER FERBERT, City Attorney

City of San Diego: Claudia Abarca
Title: Director, Purchasing & Contracting

BY: *[Signature]*
Michael Johnston (Mar 14, 2025 08:30 PDT)
Deputy City Attorney

Signature: *[Signature]*

Date: Mar 12, 2025