



GREEN FLUSH
RESTROOMS

Quote #KT01
City of Kyle, Texas

**Prefabricated Restroom
for Plumb Creek Trailhead**

10/11/2023



Quote Description



Per Quote #50556-8 by Whitley Manufacturing

Green Flush's "Durango II" model, with covered porch with timber truss, wood-frame constructed and delivered to Kyle, Texas ready for operation after connection to pressurized potable water by others. The restroom comes with a concrete vault with capacity for 4,146 gallons of waste water. Exterior walls are finished with Woodtone Allura siding. Interior cabin walls are finished with FRP. Also includes metal roofing, solar panels with battery and inverter, concrete floor with floor drain in cabin, ERV ventilation system, stainless steel mirrors, rainwater collection, dual level drinking fountains with bottle filler, skylights, baby changing tables, automatic door locks, interior and exterior lights, waste water level indicators, porcelain toilet, stainless steel sink with sensor operated faucet, stainless steel urinal, and hollow metal doors.

Green Flush will supply a staff member to provide on-site technical support the day of the installation. Green Flush will also supply the crane for installation of the restroom building and vault.

Item	Price
Restroom building as described	\$198,333.00

Site work and sales tax are not included.

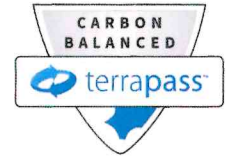
Pricing is guaranteed through 11/09/2023.

This quote is based on Green Flush's Standard Terms and Conditions (see separate attachment). The payment terms are listed below.

Delivery

The restroom will be delivered on a semi-truck to the installation site or as close as the semi-truck can get to the installation site.

Green Flush Restrooms purchases carbon offsets for all travel, shipping, and office energy.



Installation Site

980 Bunton Reserve Blvd
Kyle, TX 78640

Google Maps Coordinates
29.974437429632005, -97.84307169325074

Crane Rental

This quote is based on the crane having a 40' reach (center to center). There cannot be any hanging electrical wiring near the crane. Any trees or other obstructions will need to be addressed before the crane arrives on site. Any cost increases to Green Flush due to needing a longer than 40' reach or obstructions will be passed on to the customer through a change order.

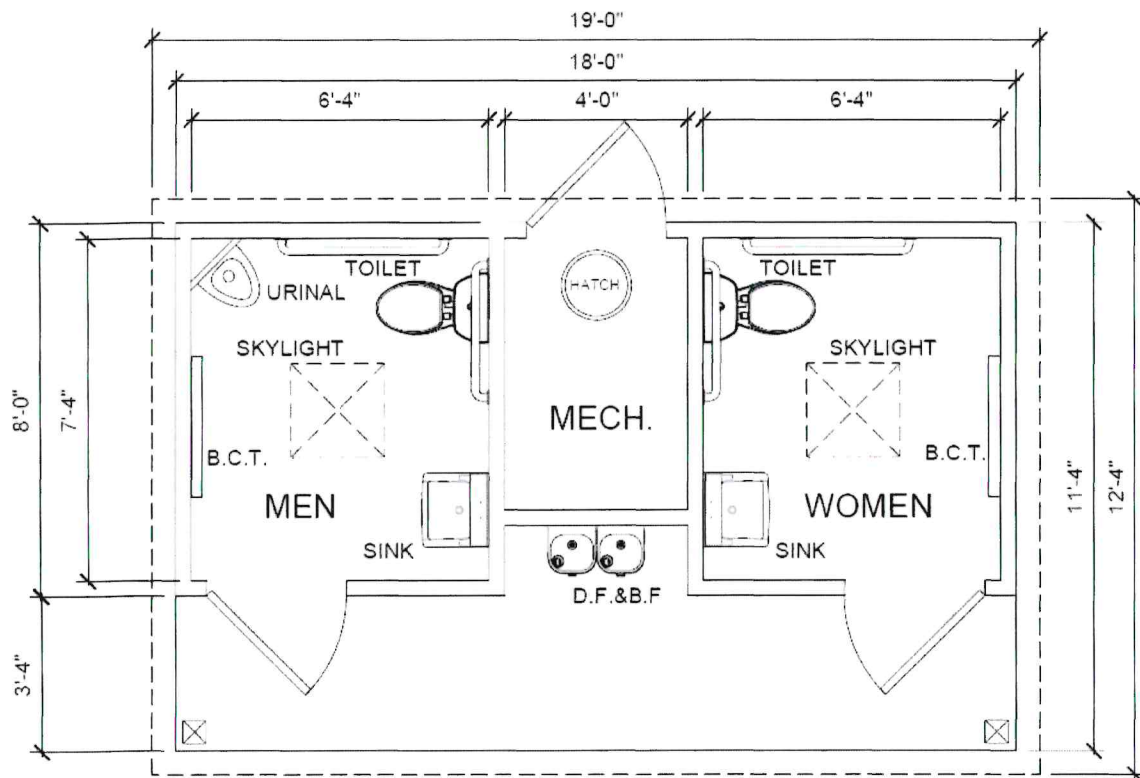
Warranty

All materials and equipment provided by Green Flush Restrooms will have a one year full warranty beginning on the date the customer is notified the restroom is ready to ship.

Customer Milestones

Due to the recent pandemic, natural disasters, and steel tariffs; material costs will need to be reviewed if the customer misses approval milestone dates agreed upon in a published schedule. Green Flush Restrooms reserves the right to revise and pass along price increases due to missed milestones.

Durango II Floor Plan and Sample Photo



This is a similar Durango II with some different finishes and features.

Restroom Specifications



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CUSTOMER:	<u>GREENFLUSH TECH. (KYLE, TX. PROJECT)</u>	
SALESPERSON:	JARED YOUNG	
ESTIMATOR:	LARRY HIGH	
FACTORY:	IN	
BUILDING:	18'-0"X11'-4" DURANGO II MODEL W/ SIDE PORCH (12V ELECTRIC)	
UNITS:	(1) 18'X8' BLDG. PLUS 3'-4"X18' PORCH & OVERHANG (19' LX12'-4" W W/ O'HG.)	
CODE:	2015 IBC/ TX (NO ENERGY CODE COMPLIANCE)	
STATE:	TX	
QUOTE #	50556-8	
<u>FRAME:</u>		
	TYPE:	PERIMETER
	MAIN BEAM:	C8"X18.75#/FT AROUND PERIMETER
	MISC.:	PRIME PAINT C-CHANNEL FRAME
	X-MEMBER:	NONE
	HITCH:	NONE
	AXLES:	NONE
	MISC:	(4) BOLT-ON LIFTING LUGS SET IN CONCRETE
	MISC:	(4) 1/2"X11"X16" STEEL COVER PLATES W/ 4-HOLES THAT ARE BOLTED TO LIFTING LUG PLATES AFTER THE LIFTING LUGS ARE REMOVED. THESE HANG DOWN OVER THE VAULT WALL FOR TIE DOWN TO RESIST LATERAL MOVEMENT.
<u>FLOOR:</u>		
	BTM BOARD:	NONE
	INSULATION:	NONE
	JOISTS:	NONE
	DECKING:	NONE
	MISC:	8" THICK 4000 PSI STANDARD WEIGHT CONCRETE FLOOR W/ #4 RE-BAR 6" O.C. THE LONG WAY AND 12" ON CENTER THE SHORT WAY. (NO COLOR)
	MISC.:	CONCRETE TO HAVE THE "PENETRON" ADMIXTURE SINCE NO COLOR
	MISC.:	CONCRETE IS TO HAVE 2-COATS "SILENCURE SRT" SEALER OVER A LIGHT BROOM FINISH THROUGHOUT.
	COVERING:	NONE (LIGHT BROOM CONCRETE FINISH THROUGHOUT)
	DUCT:	N/A
	BASE TRIM:	6" VINYL COVE BASE IN RESTROOM(S) ONLY
	MISC.:	INSTALL (1) 25 1/2" O.D. FIBERGLASS MAN HOLE COVER W/ 8" HIGH NOMINAL RIGID FOAM IN CONCRETE FOR ACCESS TO INGROUND WASTE TANK (COVER IS "VIRTUAL POLYMER COMPOUNDS" MODEL #VPC 2000-HINGED) (COVER IS TO HAVE A SEAL KIT- WITH WALL MOUNT SAFETY CATCH)
<u>EXTERIOR WALLS</u>		
	STUDS:	2"X4" @ 16" O.C.
		(115 MPH WIND LOAD DESIGN)

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	(DBL. BOTTOM PLATES WITH BOTTOM PLATE TO BE PRESSURE TREATED)
WALL HEIGHT:	7'-6" (EAVE) TO 10'-6" (HIGH PEAK) FINISHED CEILING HEIGHT
COVERING:	.090 F.R.P. LAMINATED TO 1/2" CCX PLYWOOD (PEBBLE FINISH W/ BATTENS) (FRP IS IN THE RESTROOMS TO 7'-6" A.F.F. - MECHANICAL ROOM IS TO BE PAINTED CCX PLYWOOD FULL HEIGHT - WHITE.) (HARDI-PANEL STUCCO PATTERN PAINTED ABOVE FRP- INSTALL HORIZONTAL OVER PLYWOOD.) (NO INTERIOR WAINSCOT)
MISC:	BATTENS TO MATCH WALL COVERING AT FRP SEAMS
COLOR:	TO BE SELECTED FROM MANUFACTURERS STD COLORS
SHEATHING:	1/2" CDX PLYWOOD OR 7/16" OSB
SHEATHING:	AIR INFILTRATION BARRIER
INSULATION:	R-15 KRAFT FACED
SIDING:	HARDIE-PLANK OR ALLURA LAP SIDING FULL HEIGHT (6" EXPOSURE) (CEDAR LOOK RUSTIC SERIES BY WOODTONE FINISH)
TRIM:	SMART TRIM PAINTED
SKIRTING:	NONE EXPOSED CHANNEL AROUND CONCRETE (PAINTED BLACK)
MISC.:	SHRINKWRAP
MISC.:	NO WALL VENTS QUOTED
<u>INTERIOR WALLS</u>	
STUDS:	2"X4" OR 2X6 @ 16" O.C. AS REQUIRED
COVERING:	.090 F.R.P. LAMINATED 1/2" CCX PLYWOOD PEBBLE FINISH W/ BATTENS) (FRP IS IN THE RESTROOMS TO 7'-6" A.F.F. - MECHANICAL ROOM IS TO BE PAINTED CCX PLYWOOD FULL HEIGHT - WHITE.) (HARDI-PANEL STUCCO PAINTED ABOVE FRP- INSTALL HORIZONTAL OVER PLYWOOD.) (NO INTERIOR WAINSCOT) (INCLUDES AN ANGLED WALL 48" HIGH AT URINAL)
MISC:	BATTENS TO MATCH FRP WALL COVERING AT SEAMS
COLOR:	TO BE SELECTED FROM MANUFACTURERS STD COLORS
INSULATION:	R-11 UNFACED
<u>ROOF:</u>	
RAFTERS:	2X8 S.P.F. #2 @ 16" O.C. 4:12 GABLE PITCH (30# LIVE LOAD)
MISC.:	2X RIDGE BEAMS OR LAM BEAMS AS REQUIRED
CEILING:	PAINTED 5/16" HARDI-PANEL (STUCCO PATTERN) OVER 7/16" OSB (EXPOSED ON PORCH AREA) FINISHED CEILING HEIGHT OF 7'-6" TO 10'-6" (FOLLOWS PITCH OF RAFTERS)
INSULATION	R-22 UNFACED
SHEATHING	5/8" CDX PLYWOOD
ROOFING:	26 GA. CENTRALGUARD HORIZON-LOC STEEL STANDING SEAM
MISC.:	OVER ICE SHIELD TYPE UNDERLAYMENT

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	MANSARD:	NONE
	OVERHANG:	6" ON ENDWALLS AND 6" ON SIDE WALLS
		(WITH PAINTED SMART-PANEL CEDAR TEXTURE SOFFIT- VENTED AT EAVES)
		(WITH 1X10 ROUGH SAWN CEDAR FASCIA AS REQUIRED (SEMI- TRANSP. STAIN)
	MISC.:	DECORATIVE ROUGH SAWN CEDAR TIMBER BEAMS BOTTOM & CENTER OF GABLE
		W/ BLACK STEEL GUSSETT SUPPORTS & (2) 6"X6"X8' ROUGH SAWN CEDAR POSTS
	<u>DOORS:</u>	
	EXT. DOOR:	36X80 18 GAUGE INSUL. COMMERCIAL STL. W/ 14 GA. STL JAMB (GALVANIZED)
		(STEEL JAMB TO BE WELDED FRAME)
		BLANK DOOR(S)
		WITH STAINLESS BALL BEARING HINGES W/ NRP AND WEATHERSTRIPPING
		(3) W/ SCHLAGE ND80PD STOREROOM FUNCTION LEVER LOCKSET (ALL DRS.)
		(2) CABIN DOORS W/ SCHLAGE B660P KEYED DEADBOLT W/ THUMB TURN
		(2) CABIN DOOR(S) HAVE "HES" 1500C ELEC. STRIKE(S) W/ POCKET FOR
		DEADBOLT & SECURITRON DT-7 PRIME DIGITAL TIMER FOR AUTO DOOR
		LOCKING
		PEMCO THRESHOLD AND DOOR SWEEP ON ALL DOOR(S)
		(1) STOREROOM DOOR WITH CHECK CHAIN ONLY
		(2) CABIN DOORS WITH LCN CLOSER 4040XP W/ CUSH-N-STOP ARM (GRADE I)
		(2) CABIN DOORS WITH TICE 34X10 EXTERIOR KICKPLATE ON PUSH SIDE
		(1) DOOR(S) W/ 24"WX12"H OPERABLE DOOR LOUVER GRILLES (MECH. RM DOOR)
	MISC.:	KEY ALL DOORS ALIKE TO GREENFLUSH MASTER KEY SYSTEM
	MISC.:	NAIL PLATES FOR HEADER RE-INFORCEMENT BOTH SIDES OF OPENING
		QTY OF (3)
	INT DOOR:	NONE
	<u>WINDOWS:</u>	
	SIZE:	22 1/2" X 22 1/2" FIXED SKYLIGHT ("VELUX" OR EQUAL)
		ALUM. CURB/ FRAME W/ FLASHING
	GLAZING:	INSULATED FIXED GLASS
	INT. TRIM:	SMART PANEL TRIM
		QTY OF (2)
	<u>ELECTRICAL:</u>	12V ELECTRIC ONLY
	MISC.:	12V SOLAR SYSTEM PER SUB-CONTRACTOR QUOTE W/ BATTERIES, SOLAR
		PANELS, CONTROLLERS, WIRING, FUSE BLOCKS, AND INSTALLATION
		(MFR. WILL PROVIDE SHELVES ONLY FOR THE BATTERIES)
	MISC.:	GROUNDING BLOCK W/ WIRE TO FRAME BY MFR.
		(GROUNDING OF BLDG. AT SITE IS BY OTHERS)
	WIRING:	LOW VOLTAGE WIRING FOR ITEMS NOTED ABOVE (BY SUB-CONTRACTOR) AND
		BELOW (BY THE MFR.)
	INT. LIGHTS	HARRIS 300 CP INC OR EQUAL (NO DECOR PACK)
		WITH 12VDC A19 LED BULB 12 WATT
		QTY OF (3)
	EXT. LIGHTS	HARRIS 300 CP INC OR EQUAL W/ DECOR PACK

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		WITH 12VDC A19 LED BULB 12 WATT
		WITH 12V TIMER AND PHOTO CELL FOR EXTERIOR LIGHTS (TIMER IN MECH. ROOM)
		QTY OF (2)
	MISC:	EXTERIOR LIGHTS TO HAVE PHOTO CELLS
	RECEPTACLES:	110V 20 AMP ((1) QUAD IN MECH. ROOM)
	SWITCHES:	12V (TOGGLE ONLY IN MECH. ROOM)
	SWITCHES:	12V TIMER SWITCH FOR EXTERIOR LIGHTING
	SWITCHES:	120 VOLT MOTION SENSOR TYPE IN RESTROOMS W/ 12V POWER SUPPLY AS REQ'D.
		(ACUITY CMR 9-2P) (OPERATES INT. LIGHTS AND ERV)
	PLUMBING:	
	WTR CLST:	CHINA TANK TYPE (HANDICAPPED) W/ OPEN FRONT SEAT
		(STEALTH BY NIAGARA .8 GPF SINGLE BUTTON FLUSH- REAR DISCHARGE)
		3"X3"X1/4" S.S. TANK LID RESTRAINT ANGLE BOLTED TO THE WALL
		QTY OF (2)
	URINAL:	ACORN DURAWARE #2158 STAINLESS STEEL
		WITH SLOAN ROYAL 186-0.125 TOP SPUD EXPOSED MANUAL FLUSH VALVE
		WITH 1/2" CORIAN TOP ON CHASE WALL
		QTY OF (1)
	LAVATORY:	ELKAY #ELVWO2219CS3 STAINLESS STEEL LAV
		WITH CHICAGO FAUCET #116.606.AB.1T SENSOR FAUCET
		QTY OF (2)
	WATER HTR:	NONE
	MISC:	SINK TRAP GUARD
		QTY OF (2)
	MISC:	QUAD CLOSE TRAP SEAL (SMITH #2692-02) FOR FLOOR DRAIN
		QTY OF (2)
	WATER COOLER:	HAWS MODEL #1119FR BI-LEVEL DRINKING FNTN W/ -1920FR BOTTLE FILLER
		(FROST RESISTANT AND NON-REFRIGERATED MOUNTED ON EXTERIOR)
		(WITH (3) #6521FR VALVES W/ WALL BOXES MOUNTED IN MECH. ROOM- MECH. ROOM MUST MAINTAIN A 50 DEGREE TEMPERATURE MINIMUM)
		QTY OF (1)
	FLOOR DRAIN:	3" CAST IRON BODY- POLISHED NICKEL RING AND GRATE (VENTED)
		(ZURN-Z451 W/ INTEGRAL SHALLOW TRAP)
		WITH TRAP PRIMER AND LINE CAST IN FLOOR
		QTY OF (2)
	HOSE BIBB:	FROST PROOF (1/2" WITH REMOVABLE HANDLE- "WOODFORD 24P")
		QTY OF (1)
	MISC:	RIGID FOAM SUPPLY LINE INSULATION IN THE MECHANICAL ROOM AS REQUIRED
	SUPPLY:	TYPE PEX (WITH (1) 3-WAY DRAIN VALVES FOR WINTERIZATION)
	DWV:	SCH 40 PVC
		MULTIPLE DROPS W/ WASTE DROPS STUBBED THRU FLOOR FOR DISCHARGE
		IN THE SITE INSTALLED VAULT. ANY MANIFOLDING REQUIRED IS BY OTHERS
	MISC:	(1) 4" PVC SLEEVE THRU FLOOR IN MECH. RM FOR POTABLE WATER ENTRANCE
	MISC:	(1) 6" SLEEVE(S) IN FLOOR W/ 6" TO 4" REDUCER AT BOTTOM & LOOSE TOP CAP



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		FOR 1-WASTE FLUID LEVEL MONITORING SENSORS (SENSORS SUPPLIED BY GREENFLUSH)
MISC.:		(1) WALL MOUNT STAINLESS STEEL HOLDERS FOR SENSOR LEVEL READOUT (MOUNT AT EYE LEVEL ABOVE SENSOR.)
R.RM. ACCESS		TOILET PAPER HOLDER (DBL. ROLL- "ROYCE ROLLS TP-2" 2-ROLL UNIT)
		QTY OF (2)
R.RM. ACCESS		GRAB BARS
		QTY OF (6)
R.RM. ACCESS		COAT HOOK- "B-212"
		QTY OF (2)
R.RM. ACCESS		6"X8" BRUSHED ALUM. MENS/WOMENS RESTROOM SIGNS NEXT TO DOOR (ADA)
		QTY OF (2)
R.RM. ACCESS		KOALA KB-200 GRAY PLASTIC WALL HUNG BABY CHANGING STATION
		QTY OF (2)
R.RM. ACCESS		(2) BRUSHED ALUM. BABY CHANGING STATION SIGNAGE NEXT TO RRM. DRS
R.RM. ACCESS		SIGNAGE DECAL "DO NOT OPEN MANHOLE WHILE KNEELING"
R.RM. ACCESS		"DANGER: CONFINED SPACE-DO NOT ENTER WITHOUT PROPER EQUIPMENT AND SUPPORT PERSONEL" SIGN AT MAN HOLE AREA.
R.RM. ACCESS		24"WX36"H S.S. FRAME MIRROR(HANDICAP ACCESS.) (BOBRICK B-290)
		QTY OF (2)
<u>H.V.A.C.</u>		
	EXHAUST FAN:	(1) PANASONIC FV-20VEC1 ERV (200 CFM) WITH A FLEX DUCT IN THE MECHANICAL ROOM TO (2) RESTROOMS ONLY W/ THRU WALL DIFFUSERS (ERV OPERATION WILL BE TIED TO INTERIOR LIGHTS IN EACH RESTROOM FOR OPERATION WHEN EITHER RESTROOM IS OCCUPIED.)
		QTY OF (1)
<u>FURNISHINGS:</u>		
		N/A
MISC.:		(1) METAL FILE FOLDER FOR O/M MANUALS
STATE LABELS:		TX
CODES:		2015 IBC/ TX. (NO ENERGY CODE COMPLIANCE)
SEALED DWGS:		TX
SEALED DWGS:		THIRD PARTY FOR TX. (STATE RECIEVES A FILE COPY)
THIRD PARTY:		THIRD PARTY LABEL
<u>NOTES:</u>		
		USE GROUP UTILITY
		TYPE VB CONSTRUCTION (UNPROTECTED)
		OCCUPANT LOAD OF (5)
		MIN FIRE SEPARATION OF 11'

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	(PROTECTED OPENINGS , IF REQUIRED ARE TO BE BY OTHERS)
	MANUFACTURERS LIMITED WARRANTY IS FOR 1
	YEAR FROM THE DATE OF THE MANUFACTURERS
	COMPLETION DATE ONLY.
	WHITLEY MFG. IS NOT RESPONSIBLE FOR LIQUIDATED DAMAGES.
	WHITLEY MFG. IS NOT RESPONSIBLE FOR LOCAL CODES.
	<u>EXCEPTIONS, NOTES, & CLARIFICATIONS:</u>
	COPIES OF FINAL ENGINEERED AND APPROVED DRAWINGS
	WILL BE LIMITED TO (5) SETS. ADDITIONAL SETS, IF REQ'D.,
	ARE AVAILABLE FOR A NOMINAL FEE.
	ALL SERVICE SINKS AND DRINKING FOUNTAINS UNLESS
	SPECIFICALLY CALLED OUT, ARE TO BE BY OTHERS AT THE
	SITE.
	WHITLEY STANDARD WARRANTY APPLIES UNLESS STATED OTHERWISE
	WARRANTY CLAIMS NOT REPORTED AND APPROVED WILL NOT
	BE CONSIDERED FOR REIMBURSEMENT.
	ALL BUILDINGS HAVE STANDARD SET-UP ITEMS THAT
	NEED TO BE COMPLETED BY YOUR SET-UP SUBCONTRACTOR (I.E. -
	DOOR ADJUSTMENTS, HVAC BALANCING, CROSS SEAM CONNECTIONS,
	ETC.)
	A COPY OF OUR WARRANTY SHIPS WITH ALL COMPLETED PRODUCT
	PLEASE LET US KNOW IF YOU WOULD LIKE A COPY IN ADVANCE
	WHITLEY MFG. IS NOT RESPONSIBLE FOR ANY DAMAGES
	RESULTING FROM ACCIDENTAL OR NEGLIGENT ACTS BY THE
	TRANSPORTATION COMPANIES.
	ALL WINDOWS AND DOORS WILL HAVE A VERTICAL BATTEN AT
	CORNERS FOR A CONTROL JOINT
	ALL FREIGHT AND BLDG. INSTALLATION IS BY OTHERS.
	ALL DROP DECK TRAILERS FOR HAULING OF UNIT IS TO BE BY THE
	CUSTOMER'S HAULER. (UNIT HEIGHT IS APPROX. 11'-10" HIGH)
	SMART PANEL SOFFIT AND TRIM WAS QUOTED.
	MFR. IS NOT RESPONSIBLE FOR ANY OF THE SOLAR SYSTEM WORK, EXCEPT
	FOR SHELVES TO HOLD THE BATTERIES.
	THE DRINKING FOUNTAINS QUOTED HAVE THREE PNEUMATIC VALVES
	MOUNTED IN THE MECH. ROOM. (THE MECHANICAL ROOM MUST MAINTAIN
	A MINIMUM TEMP OF 50 DEGREES.)

Standard Terms and Conditions and Payment Terms

- This restroom is sold using Green Flush Standard Terms and Conditions which are sent as an attachment with this quotation.
- 10% Before the start of engineered drawings and calculations for the Product, the Buyer shall pay the Seller a deposit of 10% to cover the Seller's costs for the preparation and approval of engineered drawings and calculations including the costs of plan review and approval by the State Modular Building Office.
- 10% Seller shall begin manufacturing the Product after receiving the approval of the plans and specifications by the local building department and upon receipt of payment equal to an additional 10% of the Purchase Price.
- 70% Prior to shipment of the finished Product from the factory, the Buyer shall pay the Seller a sum equal to the balance owing on the Product minus 10%. The Seller shall not be required to ship the Product until this payment has been received, or other arrangements have been mutually agreed to.
- 10% or remaining balance. Within 25 calendar days of the delivery date, the Buyer shall pay the Seller the full remaining unpaid balance of the Purchase Price. However, at that time, should the Buyer wish to retain monies from the unpaid balance of the Purchase Price due to warranty concerns for which the Seller is liable, the Buyer shall not be required to pay Seller said retained monies until such time as the warrantee work is completed. Monies held for warrantee work shall not be in excess of the actual cost of the warrantee work. The purchase and payment terms herein shall be controlling over any other document.

*The Seller may request partial payments on a monthly basis for expenses incurred in the work of manufacturing the Product.

**The purchase price may be adjusted by written change order, signed by both the Buyer and Seller. Delinquent payments shall be subject to 1% interest per month.

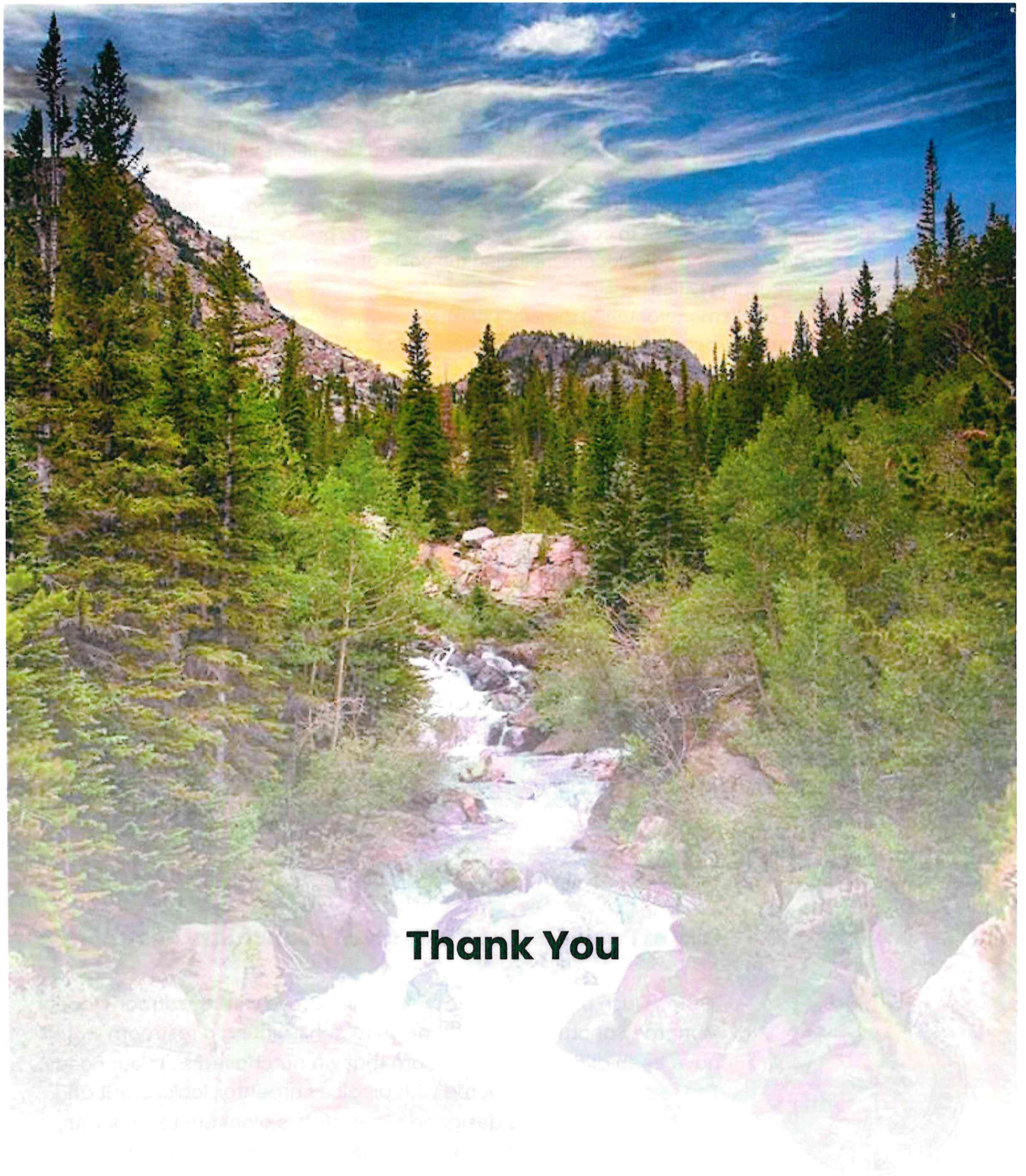
City Testimonial

City of Pacific Grove CA, Butterfly Sanctuary Restroom



"Green Flush provided the City of Pacific Grove with a restroom for our Monarch Sanctuary, a location where constructing a restroom would have been difficult. The restroom that we purchased suits our needs. The restroom is constructed with precise carpentry, looks great and functions perfectly as designed. Their staff is pleasant to work with, they are very responsive to questions and providing assistance during installation. I highly recommend Green Flush and will use them again in the future for our prefabricated restroom needs."

- Daniel Gho, City of Pacific Grove Public Works Director



Thank You

GREEN FLUSH TECHNOLOGIES, LLC

Terms and Conditions

1. Agreement. This Agreement consists of both the Contract and these Terms and Conditions as is between Green Flush Technologies LLC (the “**Seller**”) and City of Kyle, Texas (the “**Buyer**”).
2. Scope of Services. This Contract is for the fabrication, delivery, and installation of a Durango II with covered porch model flush restroom building as described in the attached specifications, Quote #KT01 (the “**Product**”), delivered to Kyle, TX.
3. Purchase Price & Payment Terms. The purchase price for the Product, shall be \$198,333. Unless otherwise stated, all applicable duties or federal, state or local taxes that are, or may hereafter be, applicable are separate and not included in the Purchase Price. Before the start of engineered drawings and calculations for the Product, the Buyer shall pay the Seller a deposit of 10% to cover the Seller’s costs for the preparation and approval of engineered drawings and calculations including the costs of plan review and approval by the State Modular Building Office. Seller shall begin manufacturing the Product after receiving approval from the jurisdiction having authority, the notice to proceed for construction from the Buyer, and upon receipt of payment equal to an additional 10% of the Purchase Price. The Seller may request partial payments on a monthly basis for expenses incurred in the work of manufacturing the Product. Upon notice that the Product is ready to ship, Buyer shall pay the Seller a sum equal to 90% of the purchase price minus previous payments. The Seller shall not be required to ship the Product until this payment has been received, or other arrangements have been mutually agreed to. Within 25 calendar days of the delivery date, the Buyer shall pay the Seller the full remaining unpaid balance of the Purchase Price. However, at that time, should the Buyer wish to retain monies from the unpaid balance of the Purchase Price due to warranty concerns for which the Seller is liable, the Buyer shall not be required to pay Seller said retained monies until such time as the warranty work is completed. Monies held for warranty work shall not be in excess of the actual cost of the warranty work. The purchase and payment terms herein shall be controlling over any other document. The purchase price may be adjusted by written change order, signed by both the Buyer and Seller. Delinquent payments shall be subject to 1% interest per month.
4. Bonds. If Buyer requires the Seller to carry bonds, the cost of such bonds will be paid to the Seller within 30 days of Sellers invoice(s) following the payment(s) made by the Seller to the Bonding Agent.
5. Liquidated Damages. Under no circumstances shall the Seller be required to make payment for any liquidated damages assessed by the Buyer or assessed against the Buyer by others.
6. Cancellation; Termination. Buyer may cancel or modify the Contract prior to fabrication of Product upon written notice to Seller and provided that Buyer has paid Seller for all reasonable charges for expenses incurred and commitments made by the Seller up to the date of such modification or cancelation. Buyer cannot cancel or modify Contract after Seller has started fabrication of Product without Seller’s written consent and the payment by Buyer to Seller of all direct costs and economic damages incurred due to such cancelation or modification.
7. Force Majeure. In the event the completion of the Product under the Contract is prevented or delayed due to weather, fire, accident, natural disaster, theft, labor strikes, material shortage, delay of any governmental agency in issuing any required permit or certificate, or in performing inspections, litigation, or any act of God, completion

of work shall be delayed until a later date that is agreed to by the parties. Under no circumstances will Seller bear any liability for such act, the delay such act creates, or damages caused by such act.

8. **Delivery and Installation.** The Seller shall make reasonable accommodation to the Buyer to have access to the restroom either in person or through electronic media to inspect the restroom before shipment. However, any costs incurred by said accommodation(s) shall be borne by the Buyer. Seller will deliver the Product to Buyer's specified location. Seller shall be responsible for repairs due to any shipment or transport damage to the restroom building provided such damage is noted on the delivery documentation given to the Buyer upon arrival and prior to unloading the restroom from the delivery vehicle. Buyer shall be responsible for any damage to the buildings or vaults that occurs on-site and that is the result of Buyer's installation. Delivery shall be made by the Seller to the installation site or to the closest location to the installation site that is accessible for the semi-trucks delivering the product. Any costs for mobilization beyond this shall be borne by the Buyer. Buyer shall be responsible for preparing the site for installation per the drawing provided by the Seller including but not limited to excavation, leveling, and stabilization of receiving soils. Buyer shall also be responsible for all contracted on-site utility connections, backfilling, final grading, landscaping, hardscaping, walkways, and site cleanup.
9. **Intellectual Property.** Unless otherwise agreed upon in writing prior to receipt of Contract, Seller retains the right in perpetuity to use all Product images that are taken during construction and delivery and while the goods are in Seller's possession. The images may be used on Seller's website, in marketing materials, at trade shows, entered in industry related competitions or in any other manner as Seller decides to use such images.
10. **Confidential Information.** During the course of this Agreement, Buyer may gain possession of or access to Seller's confidential information including, but not limited to certain drawings or specifications with regard to the Product, proprietary methods and protocols, and any and all information and know-how (collectively, the "**Confidential Information**"). Buyer acknowledges and agrees that it has no claim, right, title, property or other interest of any kind in the Confidential Information. Buyer will not make copies or give originals of any documents that are indicated as being Confidential Information to any other persons or entities without the written permission of the Seller, which Seller may withhold at its sole discretion.
11. **Inspection.** Buyer will promptly inspect the Product upon delivery and installation and will notify Seller in writing of any nonconformity or defect within 10 days following actual installation date. Upon such notice, Seller will cure such defect or nonconformity within a reasonable period of time and will pay for any repair costs. However, such defect or nonconformity will not relieve Buyer of its obligation to pay Seller the remainder of the Purchase Price, delivery, installation, taxes, duties, or other costs owed, except as noted in paragraph 3 above.
12. **Express Warranty.** Seller warrants for a period of one year (after notice that the product is ready to ship) that all Products shall be free of any defects in workmanship and materials and, except as stated below, will conform to the specifications stated or referred to in the Contract. No warranties exist beyond the specifications stated or referenced in this Agreement. Seller will replace or repair any goods or component that are found to be defective or nonconforming provided that Buyer gives Seller written notice of the defect or nonconformity within the warranty period and the notice given specifies the defect or nonconformity with reasonable particularity. If practical, Buyer will return defective or nonconforming goods or components F.O.B. to Seller's manufacturing facility and accept the same as repaired or the replacement F.O.B. at Seller's installation site. Repair or replacement shall be at Seller's sole option. Notwithstanding the foregoing Seller may elect to terminate all of its obligations and liability to Buyer, including the obligation to repair or replace, by refunding the purchase price to Buyer if Seller determines that repair or replacement cost may exceed the purchase price.

13. **WARRANTIES AND REPRESENTATIONS.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, SELLER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGES TO PERSONS OR PROPERTY RESULTING FROM FAILURE OR DEFECTIVE OPERATION OF THE PRODUCT OR DELAY IN SELLER'S PERFORMANCE UNDER THIS AGREEMENT NOR SHALL SELLER BE LIABLE FOR PUNITIVE, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE, INCLUDING TORT AND STRICT LIABILITY. ALSO, SELLER SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES OR MALFUNCTION RESULTING FROM BUYER'S MODIFICATION OF THE PRODUCT OR FAILURE TO PROPERLY MAINTAIN THE PRODUCT IN ACCORDANCE WITH SELLER'S RECOMMENDED OPERATION, MAINTENANCE, AND SERVICE GUIDELINES.
14. **EXCLUSION OF IMPLIED WARRANTIES.** AS A MATERIAL PART OF THE BARGAIN, ALL IMPLIED WARRANTIES, (NOT INCLUDING EXPRESS WARRANTIES AS LISTED IN SECTION 10 AND INCLUDING MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE), EXCEPT IMPLIED WARRANTIES OF TITLE AND AGAINST INFRINGEMENT, ARE EXCLUDED AND BUYER EXPRESSLY WAIVES ANY CLAIM OR REMEDY BASED THEREON.
15. **Miscellaneous.** Any dispute between the parties shall be submitted by the complaining party to the Arbitration Service of Portland and shall be resolved in accordance with the rules of the Arbitration Service of Portland. The headings in this Agreement are for convenience only and are not intended to, and shall not be construed to affect the scope or intent of this Agreement nor the meaning of any of its provisions. This Agreement is personal to the specific parties and neither party may assign or transfer its rights, obligations, and responsibilities under this Agreement without the express written consent of the other party, which shall not be unreasonably withheld. This Agreement shall be given a fair and reasonable construction in accordance with the intention of the parties and without regard to the identity of its drafter. This Agreement sets forth the entire, integrated understanding and Agreement of the parties with respect to the independent contractor relationship between them, incorporates all of the terms, covenants and conditions agreed to by the parties, and is controlling. This Agreement can only be modified or amended in writing, signed by both parties. In the event of any legal action or proceeding initiated by either party in order to enforce the Agreement or any of its provisions, including arbitration, the non-prevailing party will pay all of the prevailing party's reasonable attorneys' fees and costs incurred in connection with such action or proceeding. If any part of this Agreement is determined by a court of competent jurisdiction to be unenforceable, all other parts of this Agreement will remain in full force and effect. The laws of the State of Washington will govern this Agreement, without giving effect to the principles of conflict of law thereof. The Courts of Clark County shall be the venue for any dispute related to this Agreement. In addition, each of the parties to this Agreement (a) consents to submit itself to the personal jurisdiction of Washington state courts in the event any dispute arises out of this Agreement, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court and (c) agrees that it will not bring any action relating to this Agreement in any other court. This Agreement may be executed in one or more counterparts, each of whom shall be deemed an original and all of which counterparts together will constitute one integrated agreement. Execution of this Agreement at different times and places by the Parties will not affect its validity as long as all the parties execute a counterpart of this Agreement. In the event of a breach of this Agreement, the non-breaching party may maintain an action for specific performance or file for an injunction against the party who is alleged to have breached any of the terms of the Agreement. Failure of either party to insist upon the strict performance of any of the Agreement's terms and conditions, or failure to exercise any rights

or remedies provided herein or by law, or to notify the other party in the event of breach, will not release the other party of any of its obligations under the Agreement, nor will any purported oral modification or rescission of this Agreement by either party operate as a waiver of any of the Agreement's terms. No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, right, condition, or provision hereof will constitute a waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, right, condition, or provision.

Green Flush Technologies LLC (SELLER)

Representative's Name and Title

(Signature)

Date

(BUYER)

Representative's Name and Title

(Signature)

Date

Attachment: Quote #KT01