Energenecs

Proposal

DATE: October 14, 2026

PROJECT: Peshtigo Aeration Blower VFD Replacement

TO: Richard Sparks
Lead Operator at Peshtigo WWTP
richs@ci.peshtigo.wi.gov
Cell- 715-938-3215

Energenecs, Inc. is pleased to offer the following proposal for replacing the Aeration Blower VFD in accordance with the email request on September 17, 2026.

Specifically includes:

Packaged Aeration Blower VFD:

- One (1) Schneider Electric, Altivar Process 660, 200 hp, 460V packaged VFD
  - Includes passive harmonic filter

PROPOSAL INCLUDES:

- Project coordination and design
- Field start-up and testing, including travel costs
- One (1) year parts and labor warranty for all new hardware installed

PROPOSAL EXCLUSIONS

- Any applicable sales tax
- Installation of the packaged VFD is by Electrical Contractor and not included in this price
- Replacement of any cables or conduit is not included in this proposal

Total Price for One (1) Schneider Packaged VFD: **$83,055.00**

Total Price for Three (3) Schneider Packaged VFD's: **$217,555.00**

Alternative Option:

Aeration Blower VFD Only (Not recommended due to existing issue within the cabinet):

- One (1) Schneider Electric 200 hp VFD only, no enclosure, fans, etc.

PROPOSAL INCLUDES:

- Project coordination and design

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- Field start-up and testing, including travel costs
- One (1) year parts and labor warranty for all new hardware installed

PROPOSAL EXCLUSIONS

- Any applicable sales tax
- Installation of the VFD is by Electrical Contractor and not included in this price
- Replacement of any cables or conduit is not included in this proposal

Total Price: **$41,910.00**

Sincerely,

Keith Kohn
Energenecs
(262) 685-6506 Mobile
keith.kohn@energenecs.com

All applicable taxes will be added to the above price.
The Terms and Conditions attached apply to this Proposal.

Submittals: 12 to 16 Weeks From Order
Delivery: 30 to 36 Weeks From Approval

Energenecs, Inc.
Standard Terms and Conditions

PURCHASE ORDER FORMS
These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the goods and services by Energenecs, Inc., a Wisconsin corporation ("SELLER") to the buyer named on the signature page of these Terms ("BUYER"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the goods and services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms. By ordering any goods or services from SELLER, BUYER is agreeing to these Terms. The accompanying Proposal and these Terms comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of BUYER'S general terms and conditions of purchase regardless of whether or when BUYER has submitted its purchase order or such terms. Fulfillment of BUYER'S order does not constitute acceptance of any of BUYER'S terms and conditions and does not serve to modify or amend these Terms.

SHIPPING TERMS AND TITLE & RISK OF LOSS
Delivery of the goods will be made F.O.B. factory unless expressly agreed upon in writing by the BUYER and SELLER. Title and risk of loss passes to BUYER upon shipment of the goods from SELLER'S factory. SELLER shall not be liable for any delays, loss, or damage in transit. As collateral security for the payment of the purchase price of the goods, BUYER hereby grants to SELLER a lien on and security interest in and to all of the right, title, and interest of BUYER in, to and under the goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Wisconsin Uniform Commercial Code.

ACCEPTANCE
Acceptance of a quotation, whether by a separate purchase order or by other means, shall constitute an acknowledgment of the quotation as written and an acceptance of these Terms hereof.

CREDIT APPROVAL
The credit terms specified on the face hereof are subject to SELLERS continuing approval of BUYERS credit and if, in SELLERS sole judgment, BUYERS credit or financial standing is so impaired as to cause SELLER in good faith to deem itself insecure, SELLER may withdraw the extension of credit and require other payment terms.

PRICE AND TERMS OF PAYMENT
BUYER shall purchase the goods and services from Seller at the prices set forth in attached Proposal. If the prices should be increased by SELLER before delivery of the goods to a carrier for shipment to BUYER, then these Terms shall be construed as if the increased prices were originally inserted herein, and BUYER shall be billed by Seller on the basis of such increased prices. From time to time, SELLER may require payment upfront, in advance, upon shipment of the goods to the job site, or upon certain milestones being met. If SELLER doesn't require payment in the above-mentioned manners, payment terms are: (a) net 30 days, calculated from the date of invoice; and (b) for any invoice that is not timely paid, interest will accrue on the unpaid amount of such invoice at 1.5% per month until the invoice is paid. Payment must be received before start up can be authorized. FIELD STARTUP SERVICE CANNOT BE AUTHORIZED WITHOUT PAYMENT BEING REMITTED TO SELLER IN ADVANCE OF PERFORMING START UP SERVICES. If no startup is required, payment is due net 30 days from invoice date. BUYERS PAYMENT OBLIGATION IS IN NO WAY CONTINGENT UPON BUYERS RECEIPT OF PAYMENT FROM ANY OTHER PARTY. In addition to all other amounts due hereunder, BUYER shall reimburse SELLER in full for all collection costs or charges, including reasonable attorneys' fees, which SELLER may incur with respect to the collection of past due amounts from BUYER, including interest on overdue accounts. If BUYER is in default under this or any other agreement with SELLER, SELLER may, at their option, defer performance hereunder until such default is cured. SELLER shall have no obligation to provide factory startup assistance and/or factory training until all invoices (including retentions) for equipment have been paid in full. All prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by BUYER. BUYER may not under any circumstances withhold, offset, recoup or debit any amounts owed (or to become due and owing) to SELLER or any of our representatives, whether under these Terns or otherwise, against any other amount owed (or to become due and owing) to BUYER by SELLER.

WARRANTY AND LIMITATION OF LIABILITY
SELLER is a system integrator/manufacturer's representative and, as such, our product guarantees and warranties, as applicable, are set forth in the manufacturer's instruction book or operation and maintenance manual that accompanies each product. SELLER does not offer its customers any warranty or guarantee that would impose upon SELLER greater obligations than those imposed by the manufacturers we represent. For the avoidance of doubt, SELLER makes no representations or warranties with respect to any third-party product, including any (a) warranty of merchantability; (b) warranty of fitness for a particular purpose; (c) warranty of title; or (d) warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.

In no event shall SELLER be liable to BUYER or any third party for any loss of use, revenue or profit, or for any consequential, indirect, incidental, special, exemplary, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damages were foreseeable and whether or not SELLER and BUYER have been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose. SELLER shall not be liable for any damages or charges for labor or expense in making repairs or adjustments to the product within the warranty period without prior written approval of SELLER. SELLER shall not be liable for any damages or charges sustained in the adaptation or use of its engineering data or services.

Except for the warranties set forth in these Terms, SELLER makes no warranty whatsoever with respect to the goods or services, including any (a) warranty of merchantability; (b) warranty of fitness for a particular purpose; or (c) warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise. In no event shall SELLER'S aggregate liability arising out of or related to these Terms, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the total of the amounts paid to SELLER for the goods and services sold hereunder.

IN ANY CASE SELLER SHALL NOT BE LIABLE FOR FIELD WORK BY STAFF OTHER THAN THE SELLER UNLESS EXPRESSLY AUTHORIZED IN WRITING, IN ADVANCE, BY THE SELLER. THIS IS IN SPECIFIC REGARD TO BACK CHARGES.

BUYER agrees to reimburse SELLER for ALL expenses incurred in servicing a warranty request if the cause of the warranty request is determined to be other than a manufacturer's defect or failure of a SELLER supplied component.

CLAIM PERIODS
All goods are shipped at the risk of the BUYER after they have been delivered by SELLER to the carrier. BUYER shall immediately inspect said equipment upon receipt of equipment and any damage must be noted on the freight carriers bill of lading at time of receipt. SELLER is not liable for any shortages or non-conformance unless notified thereof by BUYER within 10 days after BUYERS receipt of said equipment.

CHANGES, CANCELLATIONS, RETURNS
All requests for changes, cancellations, or returns must have prior written approval and are conditional on manufacturers cancellation/return policies and subject to a restocking and/or service charge for order handling, inspection, reconditioning and repackaging, as required. Authorized returned goods must be packaged and shipped prepaid to manufacturer. Products more than six (6) months old cannot be returned for credit. These Terms shall also govern and be binding to all BUYER requested/approved change orders.

FORCE MAJEURE
SELLER shall not be liable or responsible to BUYER, nor be deemed to have defaulted or breached these Terms, for any failure or delay in fulfilling or performing any term of these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of SELLER including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, pandemic, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

AMENDMENT AND ASSIGNMENT
These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party. Any additional or different terms proposed by BUYER are objected to and they will have no force or effect unless accepted by SELLER in writing. BUYER shall not assign any of its rights or delegate any of its obligations under these Terms without the prior written consent of SELLER. Any purported assignment or delegation in violation of this section is null and void. No assignment or delegation relieves BUYER of any of its obligations under these Terms.

RELATIONSHIP OF THE PARTIES
The relationship between the parties is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

DISPUTES AND CHOICE OF LAW
All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to these Terms shall be instituted in the federal and state courts located in the State of Wisconsin in each case located in the City of Milwaukee, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

SUBMITTAL DRAWINGS & OPERATION/MAINTENANCE MANUALS
Submittal drawings and operation & maintenance documentation is provided in accordance with plan documents

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THE SELLER RESERVES THE RIGHT TO REVIEW AND REVISE THIS PROPOSAL AFTER THIRTY DAYS FROM ISSUANCE.

By: Energenecs, Inc. Keith Kohn

I accept this proposal and all terms thereof:

Accepted: _____

Title: _____

Date: _____ PO #: _____

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