



ADVANCING NANOBUBBLE TECHNOLOGY

# CITY OF LAKE ELSINORE - USED/DEMO NBG4 02 03 TRAILER

#20241116-140257861

**Issued**

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**Expires**

December 31, 2024

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**Moleaer Inc**

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Prepared for

**City of Lake Elsinore**

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## About Moleaer

Moleaer is the category creator and global leader in Nanobubble Technology, a rapidly emerging class of science that offers sustainable, cost-effective alternatives to conventional chemicals for treating water and wastewater, cleaning surfaces, increasing food production, improving natural resource recovery and producing advanced materials. With over 3,000 nanobubble systems deployed globally – in greenhouses, open-field farms, aquaculture facilities, large lakes and reservoirs, wastewater treatment plants, and consumer applications like home spas – Moleaer is helping customers maximize every drop of water, enabling them to do more, using less. Industries worldwide are leveraging Moleaer's solutions, which enhance the value of water, to boost productivity and efficiency while minimizing their water, chemical and energy footprint – contributing to a more resilient and sustainable future.

## Project Application

Moleaer is pleased to offer this proposal to the City of Lake Elsinore for a trailer mounted Moleaer NBG4 O2 O3 nanobubble system to provide H2S (odor) control, algae mitigation, muck digestion and nutrient management.

## Purchase Terms

Payment Terms:

-Upon City Council approval

Lead Time:

- To be delivered wk of Nov 25, 2024 for rental, then client would be in possession if/when approved at City Council vote on Dec 10, subject to documentation

Contact:

Adam Gufarotti

Moleaer is to provide:

- Tandem axle, 7500?# gvw, enclosed trailer with rear door and walk in man door, roof top HVAC unit, interior lights and breaker panel. Normal small dents, scratches from use
- Touchscreen HMI control screen
- Self priming Gorman Rupp T6 pump
- Ingersoll Rand Rotary Screw Compressor with receiver tank
- Air Sep AS-E Oxygen Concentrator, 13#/hr
- PTI 50g/hr Ozone Generator (up to .2ppm)
- Moleaer NBG4 SS316 Nanobubble Generator
- 6" Flange Fittings on exterior of trailer
- Intake screen with foot valve
- 1 yr parts and labor warranty
- On Site commissioning support for initial installation
- Arrange freight from MN, customer to pay freight amount
- Supply of 100' of 6" suction hose with fittings

Customer is to provide:

- Payment per terms above
- Any/all necessary permits and permissions for use
- Access to site for Moleaer service and support
- Level installation site, less than 20' from waters edge and less than 6' suction lift
- Supply and connection of 3ph 480V 65A power, expected operating to be ~45A
- Installation of intake screen in area free of aquatic vegetation. If vegetation, use with proper additional fencing/netting/screen to handle any free floating deleterious materials
- Monthly CIP (Clean in Place) of nanobubble generator with 30% vinegar or approved cleaning solution
- Maintenance of air system/compressor and pump per manufacturers recommendations (compressor 4x per year filters etc, annual service of air sep sieves and annual inspection of pump alignment and seals. Or may contract with Moleaer or outside vendors

## Products & Services

Products & Services	Product ID	Quantity	Unit price	Price
Trailer 7' x 16', enclosed, walk and rear open doors, HVAC		1	\$252,685.00	\$252,685.00
Moleaer NBG4 SS316 Nanobubble Generator ~1,000 gpm flow		1	\$0.00	\$0.00
Gorman Rupp T-6 positive suction pump ~1,000 gpm		1	\$0.00	\$0.00
Air Sep AS-E Oxygen Concentrator 160-195 scfh		1	\$0.00	\$0.00
PTI Ozone Generator 50g/hr with ambi- ent safety monitoring		1	\$0.00	\$0.00
Ingersoll Rand Air Compressor		1	\$0.00	\$0.00
Touchscreen HMI Controls with Alarms Includes 1st year remote monitoring		1	\$0.00	\$0.00

Products & Services	Product ID	Quantity	Unit price	Price
6" Suction and Discharge Hose 100' with fittings		1	\$6,200.00	\$6,200.00
Intake Screen and check valve ~1,000 gpm, NOT NOAA compliant		1	\$0.00	\$0.00
Freight from MN to CA		1	\$3,800.00	\$3,800.00
One-time subtotal				\$262,685.00
<b>Total</b>				<b>\$262,685.00</b>
<b>Total contract value</b>				<b>\$262,685.00</b>

## **MOLEAER STANDARD TERMS AND CONDITIONS OF SALE** **(2024)**

- 1. CONDITIONS.** These Standard Terms and Conditions of Sale (these "Conditions") govern the sale of products (the "Goods") by Moleaer, Inc. ("Moleaer") to the entity ("Buyer" and, with Moleaer, the "Parties") identified in the proposal, sales quote or agreement to which these Conditions are attached and any purchase order issued with respect thereto (such proposal, sales quote or agreement and each order with respect thereto, the "Order" and, together with these Conditions as one integrated agreement, this "Contract"). Unless otherwise stated herein, Buyer's execution or issuance of the Order or receipt of any portion of the Goods shall constitute acceptance of these Conditions. This Contract constitutes the entire agreement between the Parties, supersedes all prior written or oral communications or understandings concerning the subject matter herein and takes precedence over and controls any different or conflicting terms or conditions of Buyer's purchase order or acceptance. In the event of a conflict between these Conditions and the Order, these Conditions control unless the Order expressly modifies same, specifically references the term of these Conditions that is so modified and is signed by the Parties. No waiver or amendment of any of the provisions of this Contract shall be effective unless in writing and executed by both Parties.

2. **PRICES AND PAYMENT.** All prices are quoted on a EXW, CIF, CFR or FCA basis. Unless otherwise specified in the Order, all freight and other transportation and insurance charges and costs shall be borne by Buyer and Buyer will be liable for any sales, use or excise tax, custom, inspection or testing fee, import duty, clearance expense or any other tax, fee, or charge imposed by any governmental authority upon the sale, purchase, delivery, storage, processing, use or consumption of the Goods. Unless otherwise specified in the Order, payment shall be required upon delivery of the Goods. Buyer shall pay interest on any overdue amount at the rate of one-percent (1%) per month, prorated weekly, without prejudice to any other rights of Moleaer.
3. **DELIVERY.** Unless specified in the Order, delivery of the Goods to a carrier at Moleaer's factory shall constitute "delivery" to Buyer. If Buyer or its carrier does not take delivery of the Goods on the date scheduled by Moleaer, then Buyer shall promptly pay to Moleaer an inventory carrying cost equal to one-third of a percent (0.333%) of the purchase price for each unit of Goods held per day of delay. Title to and all risks of loss and/or damage to the Goods shall pass to Buyer upon delivery. Moleaer does not guarantee any delivery date unless specified in the Order.
4. **LIMITED WARRANTY.** Moleaer warrants that the Goods will be free from defects in material and workmanship for a period of twelve (12) months from delivery (the "Warranty Period"). Moleaer shall in no event be liable for defects or damage attributable to modifications performed or repair work done other than by Moleaer personnel, use of service parts or components not authorized by Moleaer, or abuse, accident, negligence, catastrophe, force majeure event, shipment, improper use including but not limited to circumstances where pumps and/or compressors included in the Goods are not operated in accordance with the original pump or compressor manufacturer's specifications, maintenance, storage or application or any other external cause. EXCEPT FOR ANY WRITTEN PERFORMANCE WARRANTY THAT MOLEAER HAS EXPRESSLY INCORPORATED IN THIS CONTRACT, THE GOODS ARE PROVIDED BY MOLEAER "AS IS" AND WITH ALL FAULTS, AND MOLEAER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. ANY IMPLIED WARRANTY THAT CANNOT BE DISCLAIMED BY LAW IS LIMITED TO THE DURATION OF THE WARRANTY PERIOD. MOLEAER DOES NOT WARRANT THAT THE GOODS WILL MEET BUYER'S REQUIREMENTS OR ACHIEVE ANY SPECIFIC RESULTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER ACKNOWLEDGES AND AGREES THAT BUYER IS SOLELY RESPONSIBLE FOR USE OF THE GOODS COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS.
5. **CLAIMS; EXCLUSIVE REMEDY.** Any warranty claim must be made to Moleaer in writing within ten (10) days of discovery of the alleged defect. After obtaining

prior written authorization from Moleaer, Buyer shall return all allegedly defective Goods, freight pre-paid, for examination by Moleaer. If Moleaer finds that the Goods are defective and covered by the warranty, Moleaer's sole obligation shall be, at Moleaer's option, to repair or replace the Goods (which replacement may include refurbished Goods), or to refund the purchase price therefor, and to reimburse Buyer's reasonable shipping costs. Buyer shall be responsible for all charges for handling of returned items not found defective. The remedy set forth in this paragraph 4 is Buyer's sole and exclusive remedy for any breach of warranty or claim related to the Goods other than pursuant to any written performance warranty that Moleaer has expressly incorporated in this Contract.

6. **LIMITED LIABILITY.** MOLEAER SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING DAMAGES FOR LOST OR PROSPECTIVE PROFITS OR OTHER ECONOMIC DAMAGES, ARISING OUT OF OR RELATED TO THIS CONTRACT OR THE GOODS. MOLEAER'S TOTAL LIABILITY, WHETHER IN CONTRACT OR TORT OR OTHERWISE, SHALL NOT EXCEED THE PORTION OF THE PRICE PAID BY BUYER ALLOCABLE TO THE GOODS GIVING RISE TO THE LIABILITY. THE LIMITATIONS IN THIS PARAGRAPH WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. This limitation shall not apply to claims for personal injury directly caused by Moleaer's willful or reckless acts.

7. **INTELLECTUAL PROPERTY; CONFIDENTIALITY.** Nothing in this Contract conveys any license, right, title or interest in or to the intellectual property of Moleaer to Buyer or any other person or entity. To the extent Buyer is (or has been) provided or accesses (or has accessed) any Confidential Information (defined below), Buyer shall not (i) use any Confidential Information other than to perform under this Contract or (ii) disclose or provide access to any Confidential Information to any other person or entity. Without limiting the foregoing, Buyer shall not, and shall not permit or assist any other person or entity to, reverse engineer or otherwise attempt to extract, learn or derive Confidential Information with respect to the Goods, in whole or in part, or otherwise attempt to use the Confidential Information or the Goods to unfairly compete directly or indirectly with Moleaer. These restrictions shall not apply to information that Buyer can demonstrate (1) is in the public domain through no fault of Buyer or persons to whom it disclosed such information, (2) was independently developed by or for Buyer prior to receipt from Moleaer or (3) was disclosed to Buyer by a third party with the legal right to do so, free of any restrictions on subsequent disclosure. Buyer also may disclose Confidential Information to the extent compelled by court order or applicable law, provided that it shall provide Moleaer with prior (or if not legally permitted, then as soon as practicable) written notice thereof and shall cooperate with Moleaer to obtain confidential treatment or a protective order therefor. For purposes of this Agreement, "Confidential Information" means all nonpublic or proprietary information (such as pricing), content, formulae, schematics, instructions, operating conditions or functional criteria or features of the Goods, in each case

that are disclosed or provided by Moleaer or its designees or otherwise accessed by Buyer, and that are designated as confidential or that, given their nature or the circumstances surrounding their disclosure or provision to or access by Buyer, reasonably should be considered as confidential or proprietary.

8. **TERMINATION OR CANCELLATION.** Moleaer may terminate this Contract if Buyer fails to cure a material breach within fifteen (15) days after receiving written notice of the breach, or if Buyer becomes unable to meet its obligations as they mature, or if any proceeding under bankruptcy or insolvency laws is brought by or against Buyer, or if a receiver for Buyer is appointed or applied for or if an assignment for the benefit of creditors is made by Buyer. Buyer may cancel orders made pursuant to this Contract, provided that Buyer shall promptly pay cancellation charges as follows: (i) any Goods that are completed will be paid for in full at the quoted price whether shipment is accepted or not, and (ii) any work in process and any materials or supplies on hand or for which commitments have been made are to be paid for on the basis of Moleaer's total cost plus thirty-five percent (35%). This Section 8 and Sections 7, 11 and 12 of these Conditions shall survive any termination or expiration of this Contract.
9. **FORCE MAJEURE.** Neither Party shall be liable for any loss or damage of any nature whatsoever incurred or suffered as a result of any failures or delays in performance caused by strikes, lockouts or labor disputes, acts of God, epidemics, earthquakes, power failures or other disasters, riots, acts of civil or military authorities, acts of war or terrorism, compliance with laws, orders or policies of any governmental authority, delays in transit, delivery or communications facilities, failures of sources of materials or other events outside such Party's reasonable control.
10. **ASSIGNMENTS.** This Contract shall not be assigned by Buyer without the prior written consent of Moleaer. Moleaer may assign this Contract to any affiliate or subsidiary of Moleaer or to a person or entity acquiring all or substantially all of the stock, assets or business of Moleaer to which this Contract relates.
11. **COMPLIANCE; USE; RESALE.** Except as otherwise agreed in writing by Moleaer, Buyer shall use the Goods only at Buyer's facility and only for the application for which they were sold by Moleaer. Buyer has full responsibility for obtaining any licenses, permits and inspections required for and for complying with all applicable laws, regulations, and ordinances in connection with the installation and use of the Goods. Without limiting the foregoing, Buyer shall comply with all applicable laws, regulations, and ordinances when using any hazardous gas, including but not limited to ozone, and shall be fully responsible for such compliance regardless of whether such gas is sourced from a third party provider or generated onsite by a gas generator or concentrator that is included in the Goods or acquired separately. Buyer shall take all necessary measures to ensure any hazardous gas is used in a safe manner consistent with industry best practices. Buyer acknowledges and agrees to follow and comply with the operating instructions provided by Moleaer and shall be fully responsible for the



health and safety of Buyer's employees, consultants, service providers and other representatives. Without Moleaer's prior written approval, Buyer shall not resell, transfer, exchange or otherwise assign the Goods to any other person or entity. Buyer shall ensure that any export of the Goods is made in accordance with all applicable export regulations, including the U.S. Department of Commerce's Export Administration Regulations. Diversion or re-export contrary to U.S. law is prohibited. Buyer agrees that, in the performance of this Contract, neither it nor any of its officers, representatives or agents shall make, authorize, permit or offer any payments, loans, gifts or other value in violation of the laws or policies of the U.S.A. (including, but not limited to, the Foreign Corrupt Practices Act of 1977, as amended) or of any other country.

12. **NOTICES.** All notices required or permitted under this Contract and all requests for approvals, consents, and waivers must be in writing and delivered to the Parties at their respective addresses set forth on the Order by a method providing for proof of delivery. Any notice or request will be deemed to have been given on the date of receipt.
13. **GOVERNING LAW AND JURISDICTION.** This Contract shall be construed and enforced in accordance with the laws of the State of California, U.S.A., without reference to its conflict of laws principles. Any legal action or proceeding relating to this Contract shall be subject to the exclusive general jurisdiction of the courts of the State of California and the federal courts of the United States of America located in Los Angeles, California, and the appellate courts thereof. This Contract shall not be governed by the U.N. Convention & Contracts for the International Sale of Goods, the application of which is expressly excluded. The Parties agree that Moleaer would suffer irreparable harm, the amount of damages for which would be difficult to calculate, in the event that Buyer breaches or threatens to breach Section 7 or 10 of these Conditions, and in the event of same, Moleaer may be awarded preliminary or permanent injunctive relief without the need to post bond or additional security.

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