

# Dolphin Marine Services Inc.

24248 Gibson Dr.  
Warren MI 48089  
(248) 522-2573  
dolphinscentrifuge.com

# Invoice

DATE	INVOICE #
1/17/2023	230117-01

### SOLD TO

Norris Cylinder Co  
4818 W Loop 281  
Longview TX 75603

### SHIP TO

Norris Cylinder Co  
4818 W Loop 281  
Longview TX 75603

P.O. NUMBER		TERMS		
LP00049572		65% Adv; Balance Before Dispatc		
QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1	MISC PARTS	Alfa Laval WHPX-405 Disc Stack Centrifuge per Dolphin proposal 220808-02 attached.	60,410.00	60,410.00
A/C # 30004923 ABA No.:272078365 Bank:Michigan First Credit Union, Southfield MI 48076			<b>Total</b>	<b>\$60,410.00</b>



Quote# 220808-02

December 21, 2022

Shane / Norris Cylinder

**Ref: WHPX405 Centrifuge System for Hydraulic Oil - Rev. 2**

**Revision: Original Proposal + Selected Options**

Our formal quote follows:

**1 Each. Alfa Laval WHPX-405 Hi-speed, Self-Cleaning, Disc Centrifuge (Fully Remanufactured)**

*Includes:*

- Light Phase Discharged Under Pressure (Paring Disc Pump)
- Heavy Phase Discharged Under Pressure (Paring Disc Pump)
- New 460 VAC Electric Motor (~4 HP)
- Clutch Driven
- Special Toolset for Bowl Service
- Set of Gravity Discs
- Centrifuge Manuals, Other Docs

**1 Each. NEMA4 Control Panel 460VAC (New)**

*Includes:*

- Powder Coated Carbon Steel Enclosure
- Control Transformer (110VAC Control Voltage)
- DOL Starter for Centrifuge Motor
- Automatic Controls w/ PLC & Touch-screen
- Full Manual Controls
- Alarm Functions
  - i. Liquid Seal Break w/ Feed Shut-Off (Pressure Switch)
  - ii. Fail to Shoot (Current Sensor)

**1 Each. Heavy Duty Industrial Base (New)**

*Includes:*

- Centrifuge and Control Panel Installed
- Vibration Dampers, Panel Stand & 4 Inch Elevation Feet
- 1" Welded Carbon Steel (SCH 40) Pipe
- 1" ANSI RF Flanges for Inlet / Outlet Connections
- 1" Flow Control, Isolation & Check Valves (As Needed)
- 1/4" Sample Ports
- Process Gauges w/ Isolation Valves
- All Conduit and Cabling installed

**1 Each. Water Harness (New)**

*Includes*

- Stainless Steel Construction
- 2" GF Pressure Gauges (Low & High Pressure)
- 3/4" Flow Control Ball Valve
- 3 x Brass Solenoid Valves
- Mounting Brackets (Skid mounted)
- Braided Hose Connections to Operating Water Device (on centrifuge)



**1 Each. Pre-Filter Housing (New)**

*Includes*

- Stainless Steel Filter Housing w/ Stainless Steel Basket
- 2" Differential Pressure Gauge (Bag-fill Indication)
- 3/4" Bottom Drain w/ Ball Valve
- Fully Piped & Mechanically Integrated into System

**1 Each. Sludge Receptacle & Transfer System (New)**

*Includes*

- ~25 Gal. Welded CS Sludge Tank (Skid Integrated)
- 1" Air Diaphragm Pump
- 1" Bottom Drain w/ Plug
- 3-Way Air-Solenoid Valve
- Auto / Manual Operation from LCP Touch-screen
- Electrically & Mechanically Integrated into System

**1 Each. Feed Pump (New)**

*Includes*

- 12 GPM Heavy Duty Gear-type Pump
- 2 HP TEFC Motor
- Built-on Pressure Relief Valve
- Safety Guard
- VFD Control from LCP
- Pump Speed Control from LCP Touch-screen
- Electrically & Mechanically Integrated into Centrifuge System

**System Price:                    \$60,410.00**

**Notes:**

1. Shipping Terms - Ex-Works Manufacturing Facility Warren, MI.
2. Crating - Will be added, if required by transportation carrier.
2. Payment Terms - 65% Deposit; Balance prior to shipment.
3. Taxes - All taxes excluded.
4. Ship Date – 10~12 weeks ARO & Deposit (approximate)
5. Validity - 30 Days.
6. Terms and Conditions – See Attached.

**Options:**

**(a) 1 Each. Inline Electric Pre-Heater (New)**

**\$ 14,500 <sup>+6 weeks</sup>**

*Includes*

- 36 kW Circulation Heater (Low Watt Density)
- Digital Temperature Controls w/ Onscreen Temp Display
- Thermostat for Auto Overheat Shutoff
- PRV & Bottom Drain
- VFD Control from LCP
- Electrically & Mechanically Integrated into Centrifuge System



Quote# 220808-02

**Module Specs:**

Dimensions: 4' x 5' x 5' (H) Approx.

Weight: ~2200 Lbs

**Customer Utilities Supply:**

Power: ~5kW @ 460 VAC / 3Ph Power (without options)

Water:

Pressure: 70 psig max.

Condition: Sediment & Mineral Free, Potable Fresh Water

Consumption: Approximately 0.75 gal per discharge cycle

Air: 100 psi Dry, Filtered Air (for sludge pump, if ordered)

**Dolphin Marine Services Inc.**  
**dba Dolphin Centrifuge**

24344 Gibson Dr  
Warren MI 48089  
Tel: (248) 522-2573 Fax: (248) 671-0381

**General Terms and Conditions**

1. Parties. "Seller" means Dolphin Marine Services Inc. The party purchasing equipment or parts from Seller is referred to as "Buyer."
2. Acceptance. Buyer acknowledges and agrees that these General Terms and Conditions are incorporated in, and are a part of, each product price quote ("Product Quote"), purchase order, release, requisition, work order, shipping instruction, specification and other document, whether expressed in written form or by electronic data interchange, relating to the Seller's products ("Products") and/or services to be provided by Seller pursuant to the foregoing (such documents are collectively referred to as this "Contract"), and that Seller's acceptance of Buyer's offer to purchase is made conditional upon the incorporation of these General Terms and Conditions into this Contract. If Buyer makes any payment or deposit for the Products or accepts the Products and/or services which are the subject of this Contract, Buyer will be deemed to have accepted this Contract and these General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications or revisions of this Contract (including these General Terms and Conditions) will require the written consent of Buyer and Seller.
3. Deposit. Buyer may make a deposit for Products. All deposits for Product purchases are nonrefundable. Buyer must pay in full, in accordance with §4, within 90 (ninety) days of notice by Seller that the Products are ready to ship. Seller will notify Buyer by e-mail when the Products are ready to ship. If Buyer does not make full payment for the Products within 90 (ninety) days of Seller sending notice, this Contract is automatically terminated and Buyer loses all rights to the deposit.
4. Payment. All Products must be paid for in full prior to shipment by Seller, in accordance with Seller's Product Quote provided to Buyer. Buyer will have no right to offset any amounts due or to become due to Seller against any claims, charges, expenses, fees or other payments of any kind whatsoever under any circumstances, including, but not limited to, any liability which may arise due to any breach or alleged breach of the Contract or any provision thereof.
5. Taxes and Other Charges. Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and Buyer will be paid by Buyer in addition to price quoted or invoiced. In the event Seller is required to pay any such tax, fee or charge, Buyer will reimburse Seller therefor or, in lieu of such payment, Buyer will provide Seller at the time an order is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.
6. Delivery. The terms of shipment and delivery will be Ex Works Seller's distribution center (Incoterms 2000), unless otherwise provided in the Product Quote provided by Seller. Seller will use commercially reasonable efforts to insure on time delivery. In no event will Buyer be entitled to liquidated damages as a remedy for any delay in delivery by Seller. Buyer will pay all freight costs. Title and risk of loss pass to Buyer upon availability of Products to Buyer at Seller's distribution center.
7. Limited Warranty. Seller's Product Quote to Buyer indicates whether the Product is new, used or reconditioned and whether Seller's limited warranty applies to the Product purchased. If Seller's limited warranty applies to the Product, a copy of the Limited Warranty will be made available to Buyer and/or otherwise noted on the Product Quote. If no Limited Warranty expressly applies to a Product, such Product is being sold to Buyer AS-IS, WHERE-IS. SELLER'S LIMITED WARRANTY IS ITS ONLY WARRANTY AND IT IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND THOSE ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. No employee or agent of Seller is authorized to make any warranty other than that which is specifically set forth herein.
8. LIMITATION ON LIABILITY. IN NO EVENT WILL SELLER BE LIABLE TO BUYER OR ANY PARTY CLAIMING THROUGH BUYER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR CONTINGENT DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, INJURIES TO PROPERTY, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT WITH RESPECT TO CLAIMS MADE BY BUYER UNDER THIS AGREEMENT OR OTHERWISE OR BY ANY PURCHASER OR USER OF PRODUCTS, REGARDLESS OF THE FORESEEABILITY OF SUCH DAMAGES OR WHETHER SELLER WAS APPRISED OF THE LIKELIHOOD THEREOF. THE PARTIES AGREE THAT THESE LIMITS OF LIABILITY WILL SURVIVE AND CONTINUE IN FULL FORCE AND EFFECT DESPITE ANY TERMINATION OR EXPIRATION OF THE CONTRACT. ANY ACTION BY BUYER AGAINST SELLER MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.
9. Intellectual Property; Seller's Equipment; Technical Information. Seller does not transfer to Buyer or Buyer's customer any patent, trade secret, trademark, service mark, copyright or other intellectual property right related to the Products, other than the right use the Products purchased from Seller. Seller will retain title to all designs, sketches, drawings, patterns, dies, tool (including without limitation trial tools), special appliances and materials furnished or paid for by Seller in connection with this Contract. Neither party will disclose to any third party any information directly or indirectly delivered to the other party or acquired pursuant to this Contract, including without limitation business affairs, data, designs, manuals, formulas, supplier and vendor information, processes, methods, pricing, financial and accounting data, products and specifications, systems and technical information (the "Confidential Information"). Each of Seller and Buyer will be permitted to disclose Confidential Information of the other party to its own employees, accountants and attorneys and other agents and representatives to the extent such disclosure is reasonably necessary for the performance of its duties and obligations or the enjoyment of its rights under this Contract; provided, however, that each of Seller and Buyer will be responsible for any violation of the confidentiality obligations set forth in this Contract by and of such permitted this parties to which it provides Confidential Information.
10. Returns. All Products sales are final. If Buyer returns a Product for evaluation by Seller of any possible warranty obligations or for repairs, Buyer will pay all shipping and labor fees.

11. Survival. Sections 1, 2, 3, 4, 12, 13 survive termination.

12. Severability: If any provision or part of this Contract is found to be totally or partially invalid, illegal or unenforceable, then the provision will be deemed to be modified or restricted to the extent and in the manner necessary to make it valid, legal or enforceable, or it will be excised from this Contract without affecting any other provision of this Contract.

13. General. Any failure of Seller to insist upon strict performance of any term of this Contract will not be construed as a waiver of its right to strict performance thereafter. This Contract will be governed by the laws of the State of Michigan, USA, without regard to conflicts of laws principles of such State. Seller and Buyer hereby agree that any legal proceeding with respect to this Contract will be brought only in a court of the State of Michigan or in a court of the United States sitting in Michigan, and both Seller and Buyer submit to and accept generally and unconditionally the personal jurisdiction of those courts with respect to their person and property.

**Dolphin Marine Services Inc.**  
**dba Dolphin Centrifuge**

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**GUARANTEE OF WARRANTY**

Dolphin Marine Services Inc. provides the following as our Guarantee of Warranty for the Guaranteed Equipment and/or Guaranteed Services purchased or used by the Original Consumer Companies or others using the Guaranteed Equipment or Guaranteed Services noted below who purchase directly through another dealer, agent, contractor or other non-user third party, would be considered the Original Consumer under the terms of this Guarantee of Warranty. The Original Consumer must be identified at the time of the order to be eligible for this Guarantee of Warranty.

Equipment purchased from Dolphin Marine Services Inc. by the Original Consumer (the "Guaranteed Equipment") is guaranteed to operate correctly from a mechanical aspect and to be free from any defects in parts, materials or workmanship for a period of six (6) months from date of delivery.

Repairs performed on customer equipment at the Dolphin Marine Services Inc. shop or Dolphin Marine Services Inc.'s sub-contractor's facility (such as a motor repair shop) (the "Guaranteed Services"), will be guaranteed for a period of ninety (90) days after shipment. In addition, any outside service work Dolphin Marine Services Inc. performs on customer equipment, at customer facility or local shop, will be guaranteed for a period of thirty (30) days after the date of service.

In all cases, Dolphin Marine Services Inc. will warrant the parts replaced and/or components repaired within the original warranty period for the non-expired portion of the original warranty. In case of warranty claim part or assembly in question shall be sent freight pre-paid to Dolphin Marine Services Inc. designated facility for evaluation of said claim. In case the claim is accepted, repair or replacement of said part or assembly with new or repaired part or assembly will be solely at the discretion of Dolphin Marine Services Inc. Wear & consumable items (seals, gaskets, friction material, bearings etc.) are not covered under warranty.

**WARRANTY EXCLUSIONS AND LIMITATIONS OF REMEDIES**

Dolphin Marine Services Inc. is not responsible for and cannot offer a Guarantee of Warranty for damages to the equipment resulting from the following:

- A. Acts of God, fire, flood, theft, vandalism, accidents, labor difficulties, and/or civil encounters and the like; or
- B. Use for which equipment was not intended, abuse, misuse, improper lubrication, improper operation, improper assembly, improper handling or extend storage by Original Consumer or other party; or
- C. Corrosion, erosion, and ordinary wear and tear.

**EXCEPT AS SPECIFICALLY MADE HEREIN, DOLPHIN MARINE SERVICES INC. AND ITS SUBCONTRACTORS AND SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Dolphin Marine Services Inc. shall not be responsible for any costs associated with damage to any part of the separator due to the wrong type of gear oil used; only gear oil recommended by Dolphin Marine Services Inc. is valid under this guarantee of warranty.

Any warranty is void if account is past due (normally older than 30 days).

Any form of parts or accessories, equipment or modifications made to equipment or services which would otherwise be Guaranteed Equipment or Guaranteed Services, supplied or installed by other dealers, repair shops, manufacturers, the owner, or any other third party, without the written prior consent and approval of Dolphin Marine Services Inc. shall cause such equipment or services to be void from the Guarantee of Warranty. Parts and accessories provided by other parties or vendors to the owner for Dolphin Marine Services Inc. supplied equipment are covered by such vendors' warranty or guarantees only. Damage to Guaranteed Equipment resulting from use of unauthorized parts or actions described in this paragraph will not be covered by this Guarantee of Warranty.

Dolphin Marine Services Inc. shall not be responsible for any direct or indirect damages that are incurred during shipment by carriers other than Dolphin Marine Services Inc. Equipment purchased from Dolphin Marine Services Inc. which is not Guaranteed Equipment is purchased AS IS and without any express or implied guarantee, unless otherwise noted by Dolphin Marine Services Inc. at the time of sale. Furthermore, Dolphin Marine Services Inc. does not offer or extend any process guaranty unless otherwise noted in writing.

Dolphin Marine Services Inc.'s sole liability for any claim of any kind shall be as set forth in this Guarantee of Warranty, and shall not exceed the purchase price of the Guaranteed Equipment or charge for the Guaranteed Services, or portion thereof, alleged to be defective, and any claims for punitive, special, incidental or consequential damages are hereby excluded, whether any such claim shall be for breach of contract, breach of warranty, strict liability, negligence, or otherwise. All shipping, installation and removal cost are the responsibility of the Original Consumer.

Dolphin Marine Services Inc. shall not be responsible for material, repairs, parts, modifications or labor costs for work on any Guaranteed Equipment unless the Original Consumer shall have first contacted Dolphin Marine Services Inc. and received written authorization by a Dolphin Marine Services Inc. agent. Unauthorized work, parts or actions per this paragraph shall make this Guarantee of Warranty void and without effect.

If any term or provision hereof, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Guarantee of Warranty or application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term, covenant, condition and provision hereof shall be valid and be enforced to the fullest extent permitted by law. The laws of the State of Michigan shall govern the construction and interpretation of this Guarantee of Warranty and any and all disputes hereunder shall be litigated in courts located in the County Of Oakland, State of Michigan.