

QUOTE



QUO-13252

Quote Date: 2/3/2025 **Expiry Date:** 5/4/2025
Revision: 1 **Prepared For:** Stephanie McQuade
Quote Title: Burney_Civic park Splash Pad Quote v.1
Sales Rep: Robert Lazzarini **Email:** robert.lazzarini@makrgroup.com

CUSTOMER INFORMATION

Customer: Burney Water District **Bill To:**
Telephone:
Payment Terms: USA
Currency: USD
Freight Terms: DAP-Delivered at Place **PO Number:**
Project Name: Burney_Civic park Splash Pad
Waterplay Sourcewell # 010521
Notes

Preship: Burney Water District **Main Ship:** Burney Water District
20222 Hudson St. 20222 Hudson St.
Burney CA Burney CA
USA 96013 USA 96013
Stephanie McQuade Stephanie McQuade
(530) 335-3582 (530) 335-3582
smcquade@burneywater.org smcquade@burneywater.org

LINE ITEMS		
Product Code	Name	Quantity
EST-11342	CUSTOM WATER-O W/ 2.5" NOZZLE	1.00
EST-11816	CUSTOM OGO NO FINS	1.00
0010-0369	FS Water O	3.00
0010-9269	FS Fish	1.00
0010-8856	FS Whale	2.00
0011-4296	FS Whale Tail	1.00
0010-7482	GS Split Spurt	6.00
0011-2156	playPHASE Base Small	13.00
0010-7474	GS Buttercup	2.00
0010-7478	GS Geyser	1.00
0010-7481	GS Solo Spurt	5.00
0011-1953	playPHASE Base Medium	2.00
0010-7477	GS Fountain Mountain	2.00
0010-7480	GS Monster 5	3.00
0010-1854	Activator Power Post	2.00
0011-4472	Jig Emb Install 63.75 CC	4.00
0010-2244	16 Output Expansion Add On	1.00
0010-1954	Controller Potable 12 Outputs (Surge Protection Panel 0002-1113	1.00

LINE ITEMS		
Product Code	Name	Quantity
	recommended for North America only)	
C06-AG018	Cabinet 18 Valve AGU (Forest RAL 6001)	1.00
EST-10371	Custom Drain Circular Stainless Steel	2.00
FREIGHT-USA	Freight USA MAIN (Price will be re-quoted at time of order)	1.00
FREIGHT-USA	Freight USA PRE (Price will be re-quoted at time of order)	1.00

		Subtotal	\$114,495.00
		Contract	\$13,739.40
		Discount	
		Freight	\$4,285.00
		Total	\$105,040.60
		Deposit Required	\$0.00

INITIAL TO ACKNOWLEDGE ACCEPTANCE



FINANCE OPTION

Waterplay has partnered with Marlin Capital Solutions to provide flexible product financing options to our customers, moving your project from a capital cost to an operational expense.

If interested in financing your aquatic play project, please visit our website at www.waterplay.com/en/marlin-financing-options/ and click the "Calculate a Finance Quote" button to view quote estimates and submit a preliminary application. Our financing expert will get in touch with you to discuss financing details and next steps. Once approved, Marlin will provide the documentation for you to sign with the agreed-upon monthly payment and term. It's really that easy!

WATERPLAY EQUIPMENT DOES NOT INCLUDE

Unless otherwise specified, Waterplay equipment DOES NOT include the following:

- Engineered drawings;
- Installation of equipment or other site amenities;
- Specialty fittings, flex couplers or other similar types of joining;
- Field piping/plumbing, double check valves, in-line strainer;
- Power supply, electrical conduit, wiring, connection fittings;
- Electronic solenoid valves (only included with the purchase of a Waterplay manifold).

COMPLIANCE WITH CODES AND STANDARDS

Waterplay Solutions Corp. is an equipment manufacturer. We participate in ASTM panels for the aquatics industry and make every effort to ensure that our product will meet or exceed the ASTM standards. Waterplay also aims to ensure that most of our features are ADA compliant but some structures will fall outside of this compliance. It is the Customer's responsibility to ensure that any requirements to meet ADA compliance are duly noted prior to placing the order.

Waterplay products are purchased and installed all over the world; unfortunately it is not possible for Waterplay to know all local standards, codes and/or municipal by-laws that may apply to the equipment we provide. Waterplay will work with our Customers to ensure compliance with applicable codes and standards but it is the Customer's responsibility to identify those requirements prior to the signed purchase contract. Failure to do so may result in additional charges to the Customer should modifications be required after the order is placed.

TERMS AND CONDITIONS – WATERPLAY SOLUTIONS CORP

PURCHASE CONTRACT TERMS & CONDITIONS OF SALE:

The following terms and conditions (the "Terms and Conditions") form part of the Waterplay purchase contract (the "Purchase Contract") between yourself (the "Customer") and Waterplay Solutions Corp. ("Waterplay"). The Customer's acceptance and understanding of these Terms and Conditions and all other supporting documentation provided as part of this package is evidenced by signing of the Purchase Contract.

1. PAYMENT TERMS AND FINANCIAL CONSIDERATIONS:

- 1.1) Unless otherwise specified in the Purchase Contract, payment by the Customer of the purchase price specified in the Purchase Contract (together with all applicable taxes, the "Purchase Price") shall be on the following terms: 50% of the Purchase Price to be paid prior to Waterplay commencing production on the Customer's order and the balance of the Purchase Price to be paid prior to Waterplay shipping the order (or any part thereof) to the Customer. Any overdue balances are subject to interest charges of 2% per month.

- 1.2) Payments due prior to order shipping must be received not later than 5 business days prior to the currently stated scheduled ship date. If payment, as required, is not received within this time frame, the shipment may be rescheduled at the discretion of Waterplay. Waterplay reserves the right to invoice the order in full, per the terms of the contract, on the currently stated shipment date. Additionally, Waterplay reserves the right to request, and the customer agrees to pay, storage fees equivalent to 1% of the MSRP value of the order/week OR \$500/week whichever is greater, beginning on the currently scheduled date of shipment.

- 1.3) Unless otherwise specifically stated, all sales taxes or any other personal property taxes, use taxes, duties, excises, levies or tariffs imposed by any government authority and incurred by Waterplay through performance of the Purchase Contract will be the Customer's responsibility and are not included in the Purchase Price. Without limiting the generality of the foregoing, applicable Canadian taxes will be applied to all taxable goods and services included in the Purchase Contract based on the Canada Revenue Agency's GST/HST Place of Supply rules and/or provincial requirements if applicable, as amended from time to time.

- 1.4) Customers are advised to consult with their financial and tax advisors to obtain further information regarding taxes applicable to their purchase.

- 1.5) Waterplay maintains a no return policy and asks all Customers to determine feature and colour selection

carefully. If the Customer cancels the order after production has commenced, Waterplay reserves the right to charge (and the Customer agrees to pay) a 20% re-stocking fee.

- 1.6) Cheque, Wire Transfer, Irrevocable Letter of Credit or Credit Card (note: an administrative fee of 3.5% may apply to payments made via Credit Card) are considered acceptable payment methods.

2. TITLE:

- 2.1) Except where title to the products contained in the Customer's order is explicitly transferred by Waterplay to the Customer and the Purchase Price is paid in full, property in, title to and right to possession of such products shall remain in Waterplay until the Purchase Price and all sums due or to become due from the Customer are fully paid.
- 2.2) Should the goods comprising the Customer's order be connected with the ground or real property or buildings because of foundations or mechanical parts, then this connection is to be considered as transitory in nature until payment in full of the Purchase Price.
- 2.3) Unless otherwise agreed, for projects where Waterplay is supplying goods without installation, risk of loss of the goods, or any part of the goods, shall pass to the Customer when the goods or any part of the goods is delivered to the Customer or its agent or to a carrier for delivery to the Customer or its agent, which ever event shall first occur.
- 2.4) In the event of a "turnkey" projects (where Waterplay is supplying and installing goods), risk of loss of the goods shall pass to the Customer upon completion of the project

3. DESIGN CHANGES:

- 3.1) If the Customer requests any changes in the design specifications, or if changes in such specifications are either required by an authority having jurisdiction or necessitated by material differences between the physical conditions upon which the specifications are based and actual on-site physical conditions, the Purchase Price shall be adjusted accordingly.

4. LEAD TIMES & ORDER PROCESSING FOR RELEASE TO PROCUREMENT/PRODUCTION:

- 4.1) Waterplay strives to complete orders within the Customer's requested timeline and/or the timelines provided to the Customer at time of confirmation of order processing. However, production lead times can be impacted by multiple factors, some of which are beyond Waterplay's control, including, but not limited to, product mix and plant capacity at the time of order, availability of third party materials, parts, or services required for order completion.
- 4.2) Expected timing for order completion and shipment from the Waterplay factory will be communicated to the Customer at the time an executed Purchase Contract is accepted by Waterplay. Any revisions to the order completion and shipping timelines will be communicated to the Customer in writing (via email) at the time

of revision.

- 4.3) In order to facilitate stated production and shipping lead times, colour and graphic selections, any other outstanding details specific to the project that are required for order finalization, and initial deposit per the payment terms of the project must be provided to Waterplay within 5 business days of signing of the Purchase Contract. Details regarding any outstanding information or payments required for order processing will be communicated in writing (via email) at the time of order confirmation.
- 4.3)1. Any delay in provision of the required details by The Customer will result in potential delays to shipping/delivery of the product.
- 4.4) The expiry date of the originally executed quote/purchase contract shall remain in effect until all information is received and the order is released for procurement and production. Should the stated quote expiry date pass, while information required from the Customer for order release is still outstanding, Waterplay reserves the right to refresh the quote and freight charges. Any applicable variances to the originally stated pricing will be applied.

5. INSTALLATION SCHEDULING, CUSTOMER TIMELINES, & ASSOCIATED PENALTIES OR DAMAGES

- 5.1)1. The Customer will advise Waterplay in writing (via email) of any schedule constraints and provide full details surrounding any potential for penalties or damages associated with the installation schedule and/or customer timelines.
- 5.1)2. Waterplay reserves the right to request documentation supporting any stated penalties or damages that may be incurred.
- 5.1)3. Waterplay will not be held liable for any expense associated with claimed penalties or damages in the event of a failure to provide relevant details as outlined under this agreement AND an explicit acknowledgement/acceptance of the same being provided in writing by Waterplay
- 5.2) If Waterplay has been contracted for installation services:
 - 5.2)1. Once production and delivery timelines have been confirmed, Waterplay will work with the customer to confirm arrangements for installation scheduling
 - 5.2)2. Any changes to the confirmed installation schedule will be coordinated and confirmed between Waterplay and the Customer.
 - 5.2)3. Changes to the installation schedule will be contingent on contractor/installer availability.

6. LOGISTICS AND SHIPPING

- 6.1) Transit time from Waterplay's warehouse, or other warehouse should product be direct shipping from another location to destination is in ADDITION to the estimated production/shipping lead times indicated by Waterplay at the time of confirmation of order processing.
- 6.2) Waterplay shall not be held liable for any costs incurred by the Customer as a result of transit times from Waterplay's warehouse, or other warehouse, to destination.
- 6.3) Unless otherwise stated in the Purchase Contract or other confirmed communication between Waterplay and the Customer, delivery of Waterplay product shall be either FCA Origin for all domestic/North American deliveries, or CIF Destination Port, or air cargo terminal, for all international/overseas shipments.
- 6.4) All products will be carefully wrapped, packaged, and secured to mitigate loss or damage during shipment and meet local regulations for import. Charges for any extraordinary packaging requests on the part of the Customer shall be applied.
- 6.5) All shipments must be inspected upon delivery and any damage, errors, or omissions on parts or components of the order must be reported to Waterplay and the transport company within 48 hours of receipt of goods.
- 6.6) Where transportation costs are included in the Purchase Price, if the Customer requests a transportation method other than the most economical one, the excess transportation cost shall be paid by the Customer. No credit or deduction shall be allowed to the Customer for any transportation charges beyond any point at which the Customer accepts delivery.
- 6.7) If required, Waterplay shall communicate the delivery shipment date with the general contractor (the "Contractor") identified by the Customer in this Purchase Contract to permit on site material unloading and handling preparations by the Contractor.
- 6.8) In the event that changes are made, as a result of the customer's request or action, to the delivery schedule after the Customer's order is confirmed and the expected shipping date and delivery date have been determined, Waterplay reserves the right to request payment of (and the Customer agrees to pay) the outstanding balance of the Purchase Price, effective the initially determined shipping date. Waterplay also reserves the right to request payment of, and the Customer agrees to pay, a storage fee equivalent to 1% of the MSRP value of order/week or \$500/week, whichever is greater, beginning on the originally scheduled date of shipment.

7. FEATURE ACCEPTANCE:

- 7.1) The Customer has reviewed local codes/standards as they may apply to the products contained in this order and has noted its acceptance of the design and related product specifications, by signing the Purchase

Contract.

- 7.2) Where custom features have been included, the Customer has indicated acceptance of the custom feature by initialing the enclosed custom product specification pages.
- 7.3) For orders including Water Treatment Systems (“WTS”), the Customer is responsible for ensuring the accepted system meets local standards and codes and that all appropriate approvals are obtained. The Customer has reviewed the WTS drawings and accepts the design by initialing each page of the drawing package.

8. SERVICE & SUPPORT:

- 8.1) Waterplay is responsible for providing telephone product technical assistance and system start-up support to ensure the proper operation of the Waterplay park systems. Operations and maintenance manuals will be provided at the completion of the project installation.
- 8.2) In the event that the Purchase Contract includes a provision for on-site service from Waterplay, the Customer is responsible for arranging such services at least 14 calendar days prior to the date a Waterplay representative is first required to be on site. Waterplay reserves the right to bill the Customer for (and the Customer agrees to pay) any additional expenses incurred if travel must be booked with shorter notice.
- 8.3) Waterplay is responsible for communicating on-site service requirements to the Customer in advance of commencing a service trip.
- 8.4) The Customer is responsible for coordinating installation schedules with Waterplay to ensure that the site is ready for Waterplay’s services upon arrival.
- 8.5) Waterplay reserves the right to bill the Customer for (and the Customer agrees to pay) any additional time on site and any additional expenses incurred as a result of the site not being ready for the planned services.
- 8.6) The Customer is responsible for ensuring a safe working environment for any on-site Waterplay or Waterplay contracted service technicians.
- 8.7) Waterplay contractors and staff have the right to discontinue work if a work environment is deemed by them (in their sole discretion) to be unsafe until such time as the safety concern(s) has been resolved to Waterplay’s satisfaction.
- 8.8) Waterplay reserves the right to bill the Customer for (and the Customer agrees to pay) any additional time on site as well as any additional expenses incurred as a result of waiting to rectify an unsafe work condition.

9. GENERAL TERMS & CONDITIONS:

- 9.1) Relative to the Project identified within this agreement and the commitments between The Customer and Waterplay, the terms and conditions of this Purchase Contract shall supersede those contained in any other

- purchase order, contract, or agreement, unless expressly agreed to in writing by both parties.
- 9.2) **Acceptance of Order:** Waterplay may refuse to accept any order for any reason whatsoever without incurring any liability from the Customer. **Change Orders:** No change to this Agreement will be enforceable unless the customer has provided an executed Waterplay Change Order.
- 9.3) **Collection Costs:** The Customer agrees to pay on demand the amount of all expenses reasonably incurred by Waterplay in efforts to collect the Purchase Price. The Customer shall pay reasonable legal costs (fees and disbursements) on a solicitor and own client basis, including fees incurred in both trial and appellate courts or fees incurred without suit and all court costs.
- 9.4) **Confidentiality:** The pricing, design details and specifications of the products included in the Customer's order, including without limitation, fabrication drawings, samples, sketches, photographs, foundation drawings, approval drawings, shipping lists, manuals and any other technical details (collectively, the "Confidential Information") supplied are the property of Waterplay and are confidential. The Customer shall not, without prior written consent of Waterplay, use the Confidential Information except in connection with the installation and operation of the goods supplied or disclose such Confidential Information to third parties unless compelled by law.
- 9.5) **Limitation of Liability:** The aggregate liability of Waterplay, its affiliates, and their respective employees, directors, officers, agents and contractors (collectively, the "MAKR Group") for any claim, whether in contract, tort (including negligence) or otherwise, for any loss or damage arising out of, connected with, or resulting from the manufacture, sale, delivery, installation, resale, repair, replacement or use of any product will in no case exceed the actual portion of the Purchase Price paid by the Customer for that product, or part thereof, which gives rise to the claim. In no event will the Waterplay Group be liable for special, indirect or consequential damages.
- 9.6) The limitation of liability contained herein shall survive the termination or expiration of the Purchase Contract.
- 9.7) **Governing Law:** This Purchase Contract and all amendments, modifications, alterations or supplements to this Purchase Contract shall be governed by the laws of the Province of British Columbia, as to the nature, validity and interpretation of the Purchase Contract. Acceptance of the Customer's order is subject to the condition that Waterplay's obligation under any laws or government orders, rules or regulations issued thereunder whether now in force or hereafter made effective, shall be no greater as a result of such accepted order and no greater than required by such laws, and Waterplay expressly disclaims assumption of any of the Customer's obligations under such laws.
- 9.8) **Time:** Time shall be of the essence of this Agreement and of each and every part hereof.
- 9.9) **Dispute Resolution:** All disputes arising out of, or in connection with, this Agreement shall be referred to and

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finally resolved by a single arbitrator (the "Arbitrator") pursuant to the Arbitration Act, R.S.B.C. 1996, c. 55, as amended from time to time or any successor statutes, with such arbitration being held in Kelowna, British Columbia. The decision of the Arbitrator on all issues or matters submitted to the Arbitrator for resolution shall be conclusive, final and binding on all of the parties. The Arbitrator shall determine who shall bear the costs of arbitration.

- 9.10) Enurement: This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective executors, administrators, successors and assigns.

- 9.11) Force Majeure: Neither the Customer nor Waterplay shall be liable for any failure to perform its obligations where such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), government imposed restrictions in response to a public crisis, war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout, interruption or failure of electricity or telephone service, and no other party will have a right to terminate the agreement evidenced by the Purchase Contract in such circumstances. Any party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

I, the undersigned, hereby acknowledge and agree to all pricing and terms and conditions as explicitly stated on all pages of QUO-13252

----- Date

----- Signature

----- Printed Name & Title

Please return all pages to Waterplay via fax, email or mail with confirmation of deposit (if applicable).

QUOTE



Thank you for your order!