

Quote Prepared For

COUNTY OF HUMBOLDT

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Your Sales Rep



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SIDE ACCESS TESTING TRAILER WITH (3) 5 GALLON PROVERS, & (3) 110 GALLON STORAGE TANKS

COUNTY OF HUMBOLDT

PEMQ3044 Apr 29, 2021

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE
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Side Access Provers on a Trailer, with three (3) 5 gallon VRP Provers and three (3) 110 gallon Stainless Steel holding tanks - No Pump-off

DESCRIPTION: The VRP[®] has a cap mounted on its neck that creates a seal around the dispenser nozzle as the prover is filled and drained also a vent line is fitted from the top of the prover to the product holding tank on which the prover is mounted. The neck is sealed with a flapper and boot to prevent evaporation and retain saturated air during the drain-fill cycle. The volume standard, holding tank and vent line configuration is such that when the prover is drained, the air in the storage tank, which is saturated with gasoline vapor, is drawn through the vent line into the prover, thereby maintaining a saturated environment within the prover.

5 GALLON PROVER SPECIFICATIONS

CONSTRUCTION	BUILT TO N.I.S.T. HANDBOOK 105-3 STANDARDS AND API MANUAL OF PETROLEUM MEASUREMENT STANDARDS CHAPTER 4
CALIBRATION	FACTORY CERTIFIED USING STANDARDS TRACEABLE TO NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
NOMINAL CAPACITY	5 GALLON - CALIBRATED "TO DELIVER" AT 60 DEG F
MATERIAL	TYPE 304 STAINLESS STEEL
DRAIN VALVE	CENTER DRAIN, 2 INCH BUTTERFLY VALVE
DESIGN	REINFORCING BANDS TO PREVENT DISTORTION OF PROVER WHEN FULL WITH LIQUID AND WHEN BEING TRANSPORTED.
LEVEL	T TYPE LEVEL--ENABLES OPERATOR TO ENSURE PROVER IS LEVEL PRIOR TO TESTING.
SCALE RESOLUTION	0.5 CUBIC INCHES
REQUIRED SCALE RANGE	±15 CUBIC INCHES. THE GAUGE SCALE SHALL BE GRADUATED BOTH ABOVE AND BELOW THE NOMINAL CAPACITY GRADUATION BY AN AMOUNT NOT LESS THAN 1.5 % OF THE PROVER VOLUME
VENT	1 INCH VENT LINE (SHOULD BE USED WITH 1 INCH VAPOR HOSE)
EVAPORATION CONTROL	CAP WITH CHAIN ON A SEALED NECK WITH FLAPPER AND BOOT TO PREVENT EVAPORATION AND RETAIN SATURATED AIR DURING THE DRAIN CYCLE
TEMPERATURE MEASUREMENT	(1) STAINLESS STEEL THERMOMETER WELL LOCATED SO THAT THE CLOSED END IS AT THE APPROXIMATE CENTER OF THE PROVER.
DRAIN SIGHT GLASS	INSTALLED BETWEEN PROVER DRAIN VALVE AND LEVELING BALL JOINT TO ENSURE DRAIN TIME MEETS NIST (30 SECONDS AFTER MAIN FLOW CESSATION) DRAIN REQUIREMENTS. ALSO USED TO CHECK DRAIN VALVE FOR LEAKAGE.
LEVELING METHOD	COMPLETE STAINLESS STEEL LEVELING BALL JOINT. INCLUDES 10" STAINLESS STEEL FLANGE, BALL JOINT, RETAINING NUT AND HARDWARE WITH GASKET--ALLOWS EACH PROVER TO BE EASILY LEVELED BY SWIVELING ON ITS BALL JOINT AND SECURED IN PLACE

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE
	LOCKING DEVICE	EACH PROVER HAS A THREE PIECE STAINLESS STEEL LOCKING DEVICE TO STABILIZE THE PROVER DURING TRANSPORT, (INCLUDES A BRACKET ON THE PROVER, A BRACKET ON THE BALL JOINT AND A "U" FITTING TO CONNECT THE TWO BRACKETS AND SECURE THE PROVER.)	
	WRENCH	(1) WRENCH TO HELP REMOVE THE PROVERS FROM HOLDING TANKS.	
	HOLDING TANKS		
	HOLDING TANKS (3)	110 GALLON STAINLESS STEEL STORAGE TANKS, ONE FOR EACH PROVER (TANKS ARE SLOPED TO PROVIDE COMPLETE DRAIN).	
	LIQUID LEVEL INDICATOR	GIVES OPERATOR APPROXIMATE LIQUID LEVEL IN EACH HOLDING TANK	
	TANK DRAIN LINES	2" STAINLESS STEEL PIPE DRAIN LINES MANIFOLDED TO A SINGLE DRAIN. QUICK CONNECT MALE COUPLING WITH CAP AND CHAIN.	
	DRAIN HOSES (2)	8 FT., 2" DIAMETER PETROLEUM DRAIN HOSES WITH QUICK CONNECT FITTINGS--FOR GRAVITY DRAINING OF HOLDING TANKS BACK TO THE STORAGE TANK WITH QUICK CONNECT ELBOW	
	TANK DRAIN VALVES	2" BUTTERFLY VALVES (ALUMINUM HOUSING).	
	TRAILER		
	TRAILER CONSTRUCTION	HEAVY DUTY CONSTRUCTION WITH 4"X2"X3/16" WALL, STEEL RECTANGULAR TUBING	
	TORFLEX AXLE	A SINGLE 6000 GVW AXLE. FEATURES AN INDEPENDENT SUSPENSION CUSHIONED WITH RUBBER, PROVIDING A SMOOTH, QUIET RIDE WITH NO TRANSFER OF ROAD SHOCK FROM ONE WHEEL TO THE OTHER (NO SPRINGS REQUIRED)	
	BED DIMENSIONS	66"W X 108"L OVERALL DIMENSION 66" W X 150" L	
	GROUNDING CABLE	50 FT. ON RETRACTABLE REEL MOUNTED TO TRAILER BED FOR DISSIPATION OF STATIC ELECTRICITY	
	BRAKES	ELECTRIC	
	LIGHTING PACKAGE	MEETS ALL D.O.T. REQUIREMENTS	
	STABILIZERS	(1) CASTER JACK ON FRONT	
	SPARE TIRE	FULL SIZE SPARE	
	COUPLING	BALL TYPE 2"	
	PAINT	THERMOSETTING ZINC RICH EPOXY UNDERCOAT AND A ARCHITECTURAL GRADE POLYESTER WHICH HAS CHEMICAL RESISTANT PROPERTIES ON TRAILER FRAME	
	FIRE EXTINGUISHER	(1) SILICONIZED SODIUM BICARBONATE BASED DRY CHEMICAL FIRE EXTINGUISHER (BRACKETED) FULLY CHARGED. THIS CHEMICAL SMOTHERS FIRES IN FLAMMABLE LIQUIDS AND PRESSURIZED GASES AND IS ELECTRICALLY NONCONDUCTIVE.	
	HARDWARE	ALL HARDWARE TO BE STAINLESS STEEL	
	5 GALLON COVER		
	E300683	LOW PROFILE SIDE ACCESS SPECIAL J PROVER COVER	\$3,875.00
		HELP PREVENT YOUR 5 GALLON VRP®/VEP® PROVERS FROM BEING STOLEN OR VANDALIZED.	
		PROTECT YOUR 5 GALLON VRP®/VEP® PROVERS FROM THE ELEMENTS AND ROAD DEBRIS.	
		IMPROVE TEMPERATURE STABILITY FOR YOUR 5 GALLON VRP®/VEP® PROVERS BY COVERING FROM DIRECT SUNLIGHT.	
		POWDER COATED STEEL AND ALUMINUM DIAMOND PLATE CONSTRUCTION TO PROTECT YOUR INVESTMENT FOR YEARS.	
		GAS STRUTS FOR EASY LIFTING	
		(2) AUTOMOTIVE STYLE ROTARY LATCHES WITH CENTER STAINLESS STEEL LOCKING PADDLE LATCH TO OPEN	
	50 GALLON PROVER WITH RAILINGS		
	WITHOUT PUMP OFF		\$9,652.00
	50 GALLON PROVER		
	RAILING	RAILINGS FOR SAFETY FOR CALIBRATING LARGE UNIT	
	CONSTRUCTION	BUILT TO N.I.S.T. HANDBOOK 105-3 STANDARDS, OIML R-120 AND API MANUAL OF PETROLEUM MEASUREMENT STANDARDS CHAPTER 4	
	CALIBRATION	FACTORY CERTIFIED USING STANDARDS TRACEABLE TO NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY	

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE
	NOMINAL CAPACITY	50 GALLON - CALIBRATED "TO DELIVER" AT 60 DEG F	
	NOMINAL DIAMETER	36 INCHES	
	NOMINAL HEIGHT	51 INCHES	
	PROVER WEIGHT (DRY)	190 LBS.	
	MATERIAL	TYPE 304 STAINLESS STEEL	
	DRAIN VALVE	CENTER DRAIN, 2 INCH BUTTERFLY VALVE	
	DESIGN	REINFORCING BANDS TO PREVENT DISTORTION OF PROVER WHEN FULL WITH LIQUID AND WHEN BEING TRANSPORTED.	
	TEMPERATURE MEASUREMENT	(1) STAINLESS STEEL THERMOMETER WELL LOCATED SO THAT THE CLOSED END IS AT THE APPROXIMATE CENTER OF THE PROVER.	
	LEVEL INDICATION	(2) SPIRIT LEVELS	
	VOLUME INDICATION	ALUMINUM GRADUATED SCALE	
	SCALE RESOLUTION	2 CUBIC INCHES	
	REQUIRED SCALE RANGE	± 88 CUBIC INCHES. THE GAUGE SCALE SHALL BE GRADUATED BOTH ABOVE AND BELOW THE NOMINAL CAPACITY GRADUATION BY AN AMOUNT NOT LESS THAN 1.5 % OF THE PROVER VOLUME	
	TOLERANCE	0.02% SCALE ACCURACY	
	DATA PLATE	ENGRAVED BRASS	
	GAUGE GLASS FITTING	STAINLESS STEEL	
	LIFTING LOOPS	(2) LIFTING LOOP ATTACHED TO TOP BAND OF PROVER	
	SIGHT FLOW INDICATOR	FOR OBSERVING FLUID FLOW DOWNSTREAM OF THE SHUT-OFF VALVE.	
	FILL	STAINLESS STEEL "TOP LOADING-SUBMERGED FILL" PIPE PASSES THROUGH THE UPPER CONE AND EXTENDS TO THE BOTTOM CONE, REDUCING FOAMING WHILE FILLING.	
	NECK COVER	STAINLESS STEEL HINGED LOCKING COVER FOR TOP OF NECK TO PREVENT CONTAMINATION OR DAMAGE DURING TRANSPORTATION. ANOTHER COVER PROTECTS THE GAUGE GLASS FROM ACCIDENTAL BREAKAGE AND CAN BE SECURED WITH A LOCK FOR SAFETY.	
	CRANK LEGS	(3) ADJUSTABLE BOLT DOWN LEGS FOR LEVELING PROVER. ADJUSTMENTS ARE MADE BY CRANK HANDLES ON EACH LEG	

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE
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SHIPPING AMOUNT:	\$4,500.00
TAX AMOUNT:	\$3,532.94
UNIT AMOUNT:	\$41,564.00
GRAND TOTAL:	\$49,596.94

DELIVERY 14-18 WEEKS AFTER RECEIPT OF DEPOSIT

INTERNATIONAL FREIGHT QUOTES THAT ARE OLDER THAN 30 DAYS NEED TO BE REQUESTED PRIOR TO ORDER PLACEMENT

All International Orders and Custom Orders require a deposit of at least 50%

in order to start manufacturing with the remaining balance to be paid prior to shipment

All other orders require to be paid 100% before shipping

All Customers are responsible for Decals and Placarding of the unit sold

ALL INTERNATIONAL ORDERS ARE DELIVERED TO THE NEAREST AIRPORT OR SEA PORT

CUSTOMER IS RESPONSIBLE FOR CLEARING CUSTOMS AND ALL OTHER FEES ASSOCIATED WITH SHIPMENT

Please note that the quoted freight price by Pemberton Fabricators Inc. is received from an authorized freight forwarder whose quotation is good for 30 days.

The actual charges at time of shipment may differ.

The difference in freight charges that may accrue will be for the account of the consignee

General Sales Terms: Pricing Valid for 30 days; F.O.B.-- Rancocas, NJ - Shipping Additional; US Dollars

Custom Orders: 50% deposit in advance of manufacture, Balance due before shipping.

Credit Cards: Visa & Master Card Accepted (Limits may apply); Delivery: to be confirmed upon receipt of order

Price and Delivery have been quoted based upon the application of our attached terms and conditions only

Please note - Wood crating is in compliance with US Domestic and International crating to comply with USDA regulations at 7 CFR § 319 and the International Plant Protection (IPPC) standard ISPM #15 for export.

PLEASE NOTE UNITS REQUIRING OUTSIDE CALIBRATION MAY HAVE AN EXTENDED LEAD TIME BASED ON AVAILABILITY OF CALIBRATION LABS. SERAPHIN CANNOT BE RESPONSIBLE FOR 3RD PARTY LABORATORY SCHEDULES

THE SHIPPING AMOUNT ON THIS ORDER IS ESTIMATED. THE FINAL INVOICE WILL HAVE THE ACTUAL SHIPPING CHARGES AND WILL BE ADJUSTED TO REFLECT THE AMOUNT. ALL SHIPPING IS BY DEFAULT ON A FLATBED. YOU MUST HAVE A MEANS FOR UNLOADING THE UNIT WHEN IT ARRIVES

All Checks Should be Made Payable to Pemberton Fabricators Inc.

Approval Signature

Date

Printed Name



PEMBERTON FABRICATORS, INC. (SELLER) INCLUDING THE DIVISIONS OF AMERIND, SERAPHIN TEST MEASURE, AND APEX STEAM TECHNOLOGIES - TERMS AND CONDITIONS OF SALE - (Pemberton Fabricators TC Rev 10-11-19)

EXCLUSIVE AND ENTIRE: The following Standard Terms and Conditions are intended by the parties to govern all the purchases of equipment, parts or service from Seller, and together with the specifications provided or embodied herewith, represent the entire understanding of the parties without exception. All other terms and conditions are specifically rejected, and by proceeding with the transaction in any manner, both Seller and Buyer agree that these Standard Terms and Conditions shall control. The price charged by Seller to Buyer is based on these Standard Terms and Conditions.

PAYMENT TERMS: Net 30 days. A "late payment" in the form of interest at the rate of 2% per month or a service charge of like amount will be levied on all late payments (the type of charge being consistent with the applicable local law). Attention to these terms will eliminate delays in starting up any equipment or providing further service or parts. **NOTE:** Terms pending credit approval.

TAXES: The quoted prices do not include state or local sales, duties, use, excise or similar taxes. To avoid any inconvenience, please supply us with one of the following documents:

1. A tax exemption certificate from your state or
 2. A statement on your order or letterhead that your firm will pay the appropriate state/use tax in accordance with the current tax laws.
- Unless we are provided with one of these documents, any such taxes imposed upon Seller may be added to our invoice by a separate item.

TERMINATION: In the event that this purchase is terminated by Buyer for any reason, including Buyer's failure to make partial payments as specified, Seller will make a reasonable effort to minimize the damages payable by Buyer. However, Buyer shall be liable for all expenses, overheads and allowance of a reasonable profit on work performed up to the date of termination. Buyer agrees to pay Seller's invoice in accordance with invoice terms.

WARRANTY: Seller warrants to the original Buyer that the equipment, parts supplied conform to the description in the quotation. **Pemberton Fabricators including the Divisions of Amerind and Seraphin Test Measure:** In the event that any part or parts fabricated by Pemberton Fabricators excepting expendable items fail due to defects in material or workmanship within the first twelve (12) months of startup of the equipment or (18) months after shipment, whichever occurs first, Seller shall at its option, repair or replace EXW (Ex works), such defective part or parts. **Division of Apex Steam Technologies:** In the event that any part or parts, excepting expendable items fail due to defects in material or workmanship within the first twelve (12) months or eighteen (18) months after shipment, whichever occurs first, or in the instance of the boiler component within the first (60) months after shipment, Seller shall at its option, repair or replace EXW (Ex works), such defective part or parts. The warranty obligations of Seller with respect to equipment not manufactured by Seller shall conform to and be limited to the warranty actually extended to Seller by its suppliers. Notice of a claim for alleged defective equipment must be given within fifteen (15) days after Buyer learns of the defect. The defective part or parts shall be returned to Seller, freight prepaid, unless otherwise directed by Seller. This warranty shall be exclusive and in lieu of any other warranties and Seller makes no warranty of merchantability or warranties of any other kind express or implied, including any implied warranty of fitness for a particular purpose which extend beyond the warranty as set forth above. Seller's liability for any and all losses and damages to Buyer resulting from defective parts of equipment shall in no event exceed the cost of repair or replacement, EXW of defective parts or equipment. This warranty shall not apply to products which have been abused, altered, misused in application, improperly maintained or repaired, or operated other than in accordance with Seller's operating instructions.

PATENTS: Seller agrees to indemnify Buyer against any proven claim and assessed liability for infringement of any United States patent arising from the manufacture or sale of any apparatus furnished by Seller to Buyer. **THE FOREGOING STATES SELLER'S ENTIRE LIABILITY FOR CLAIMS OR PATENT INFRINGEMENT.** Seller shall have no liability whatsoever if the claim of infringement arises out of Seller's compliance with Buyer's specifications. Seller shall have no liability whatsoever if a claim of infringement is based upon the Buyer's use of the equipment as part of a patented combination where the other elements of the combination are not supplied by Seller, or in the practice of a patented process unless Seller supplies the process. Where the specifications, process, design are supplied by Buyer, then Buyer agrees to indemnify Seller in like manner.

PROPRIETARY RIGHTS: Unless otherwise stated herein all design, manufacturing processes, manufacturing information, vendor sources, know-how, equipment, tooling or other hardware, software, or information (collectively referred to as "resources") acquired or utilized by the Seller to produce the finished goods, and any intellectual property rights, including but not limited to patents, copyrights and trade secrets related in any way to the resources, are and shall hereinafter remain the exclusive property of the Seller, regardless of whether such resources are created solely by the Seller, or by Buyer's collaboration with the Seller, for example, where Seller utilizes Buyer's specifications to create resources, and the Buyer shall acquire or receive no rights or title therein or thereto as a result of this purchase whether or not the order provides for Seller's delivery of technical data, drawings or other information to the Buyer in addition to the finished goods. Unless Seller's prior written consent is given, in no event shall the Buyer permit such data, drawings or information to be: (1) disclosed to any third party other than the Buyer's customer; (2) used by the Buyer or the Buyer's customer for manufacture of like or similar goods; (3) used for purposes of duplicating or reverse-engineering Seller's proprietary designs or processes; or (4) used by a party other than the Buyer or the Buyer's customer for any purpose.

CONFIDENTIALITY. Except as otherwise agreed or set forth herein, all information and ideas disclosed by Buyer in connection with this order may be considered by Seller to be in the public domain. Any notice that Buyer desires Seller to handle certain information or ideas as confidential or proprietary information of Buyer must be in writing and specifically acknowledged by an officer of Seller. Buyer agrees to process the personal data of Seller only on a need-to-know basis and in accordance with applicable laws and regulations. Seller and Buyer agree that the other Party may use any contact information such as names or addresses provided by the other for purposes reasonably related to the purpose of this order and may store such information in globally-accessible databases.

LIMITATION OF LIABILITY: SELLER'S TOTAL AGGREGATE LIABILITY (ARISING OUT OF OR IN CONNECTION WITH BUT NOT LIMITED TO ANY BREACH OF CONTRACT, NEGLIGENCE, TORT, LIQUIDATED DAMAGES, SPECIFIC PERFORMANCE, TERMINATION, CANCELLATION INCLUDING THE REPAYING OF THE CONTRACT PRICE OR PARTS THEREOF, FUNDAMENTAL BREACH, FAILURE OF ESSENTIAL PURPOSE, BREACH OF WARRANTIES, MISREPRESENTATION, NONPERFORMANCE, NONPAYMENT, OR ANY OTHER) WHETHER BASED IN CONTRACT, IN TORT, IN EQUITY, ON STATUTE, AT LAW OR ON ANY OTHER THEORY OF LAW, SHALL NOT EXCEED THE PAID CONTRACT PRICE. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS OF THE AGREEMENT MAY BE BROUGHT BY BUYER. NEITHER BUYER NOR SELLER WILL BE LIABLE TO THE OTHER FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR INDIRECT DAMAGES OF ANY KIND OR NATURE WHATSOEVER. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS OF THE AGREEMENT MAY BE BROUGHT BY BUYER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

THE BUYER ACKNOWLEDGES THAT THE REMEDIES PROVIDED IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES AVAILABLE TO THE BUYER AT LAW, IN CONTRACT, IN TORT, IN STATUTE OR IN EQUITY OR IN ANY OTHER THEORY OF LAWS.



INSURANCE: Buyer represents that they have a program of Insurance which adequately protects their interest, and that of their employees and agents, including damage to plant, property and equipment, personal injury of any kind, directly or indirectly related in any way to the equipment, service, repair or parts supplied by Seller. Accordingly, Buyer waives any claim against Seller for the foregoing, and on behalf of its Insurance Company, any right of subrogation in connection therewith.

TITLE AND RISK OF LOSS. Except as to Software (for which title shall not pass; the use therefore being subject to license as otherwise defined herein), title to equipment shall remain in Seller until fully paid. Notwithstanding delivery terms or payment of transportation charges and expenses, risk of loss or damage passes to Buyer upon delivery to carrier.

U.S. EXPORT CONTROLS: Seller and Buyer agree to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the Export Administration Act of 1979 and the Export Administration Regulations promulgated thereunder, the Arms Export Control Act, the International Traffic in Arms Regulations, and the sanctions laws administered by the Office of Foreign Assets Control, including the requirement for obtaining any Export License or agreement, if applicable. Without limiting the foregoing, Seller and Buyer agree that they will not transfer any export-controlled information, data, or services to each other or another party (including transfer from or to foreign persons employed by, associated with, or under contract to that party or its affiliated companies), without the authority of an Export License, agreement, or applicable exemption or exception.

Business Practice. Buyer and Seller shall comply with the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and other applicable anti-corruption laws and regulations. Specifically, Buyer and Seller warrant that neither it nor any of its employees, agents, or representatives have offered or given, or will offer or give, or authorize to give, any payments, gifts, property, or thing of value, directly or indirectly, to any person, official, employee or representative of any government or agency or instrumentality thereof, or to any employee, agent, or representative of the other Party, for the purpose of securing any business or influencing such person with respect to the terms, conditions, or performance of any contract, including this order. If Buyer breaches the terms of this section, Seller may immediately terminate this order without any liability.

FORCE MAJEURE: If the performance of any part of this contract by Seller is rendered commercially impracticable by reason of any strike, fire, flood, accident, or any other contingency, the non-occurrence of which was a basic assumption of this contract including war, embargo, government regulation, or any unforeseen shutdown of major supply sources or other like causes beyond the control of Seller such as cannot be circumvented by reasonable diligence and without unusual expense, Seller shall be excused from such performance in whole or in part to the extent that it is prevented and for as long a period of time as these conditions render Seller's performance commercially impractical.

LAW: This Agreement shall be governed by the laws of the State of New Jersey USA, with venue exclusively in the US District Court of New Jersey or the New Jersey State Courts in Burlington County, New Jersey. Seller and Buyer specifically accept INCOTERMS 2010 for the purchase of goods and services between the Parties. The Convention for the International Sale of Goods (CISG) is expressly rejected.

SEVERABLE AND INDEPENDENT PROVISION: WITHOUT LIMITING THE FOREGOING, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH, FURTHER, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED ITS ESSENTIAL PURPOSE, ALL OTHER LIMITATIONS OF LIABILITY AND EXCLUSION OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT. ALL SUCH PROVISIONS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS OF THIS AGREEMENT MAY BE BROUGHT BY BUYER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

Seraphin® Low Profile Side Access Calibration Trailer

Seraphin® Quality Provers

- (3) 5-Gallon VRP® or VEP® S/S Provers
- (1) 50 Gallon, 60 Gallon or 100 Gallon Series "J" SS Heavy Duty Prover
- Provers are built to conform with NIST Handbook 105-3 OIML R-120, Measurement Canada and API Manual of Petroleum Measurement Standards Chapter 4

Easy Leveling

- (3) VRP®/VEP® Provers have an all Stainless Steel Ball Joints with a Teflon® Glass Seal for durability and easily level each prover individually
- The large prover has (3) Adjustable bolt down legs for leveling. Adjustments are made by crank handles on each leg.

More Productivity

- Run 22 tests for Regular Gasoline
- Run 22 tests for Unleaded Gasoline
- Run 22 tests for Premium Gasoline
- Run 6 (50 Gallon) HighSpeed Diesel

Added Features

- Optional Pump-off with Reel, Hose & Nozzle
- Heavy duty 5 gallon enclosure, powder coated steel construction
- Top Loading Submerged Pipe to reduced Diesel foaming
- Thermowells for temperature compensation in all provers
- (2) 8 ft flexible discharge hoses with aluminum holders
- Low Profile provides easy access to meters with short hoses
- Side Access puts you closer to Gasoline Pumps



LOW PROFILE– SIDE MOUNTED TRAILER

The Low Profile 85" from the ground to the top of the 50 Gallon prover making it easy for short hoses to reach the top loading submerged fill for diesel.



The trailers are equipped with (3) S/S 5-Gallon bottom drain VRP® or VEP® provers each individually plumbed to (3) 110-gallon transfer tanks. Service professionals are able to test 3 grades of gasoline for a total of 66 tests with the 5-gallon test measures or 6 diesel test runs with the 50 Gallon prior to returning to the fuel stations storage tank for dumping. Side vent provides additional protection from vapors. The trailer is available with optional on board pump-off system and hose reel.



VRP® Canadian Patent CA 2 626 280 U.S. Patent 7,874,195

VEP® Canadian Patent Pending U.S. Patent 9,228,880 B2

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ADVANCEMENTS IN PETROLEUM MEASUREMENT PRODUCTIVITY



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SEE METER TESTING AS A NEW SERVICE OPPORTUNITY

- ▶ Potential for Your Customers
- ▶ Productive Alternatives
- ▶ Calibration
- ▶ Savings
- ▶ (ROI) Return on Your Equipment Investment
- ▶ Marketing Your Calibration Service

**The Time is Right to
BE CREATIVE!!!**

**Take Advantage of the
“Accuracy Rage”**

- ▶ Cut costs in-half—Double Productivity
- ▶ Treat Meter Testing as a Profit Center
- ▶ High Margin
- ▶ No Added Labor
- ▶ Save your customers' significant money
- ▶ Grow Your Business

METER TESTING CAN BE PROFITABLE

OPPORTUNITY EQUATION

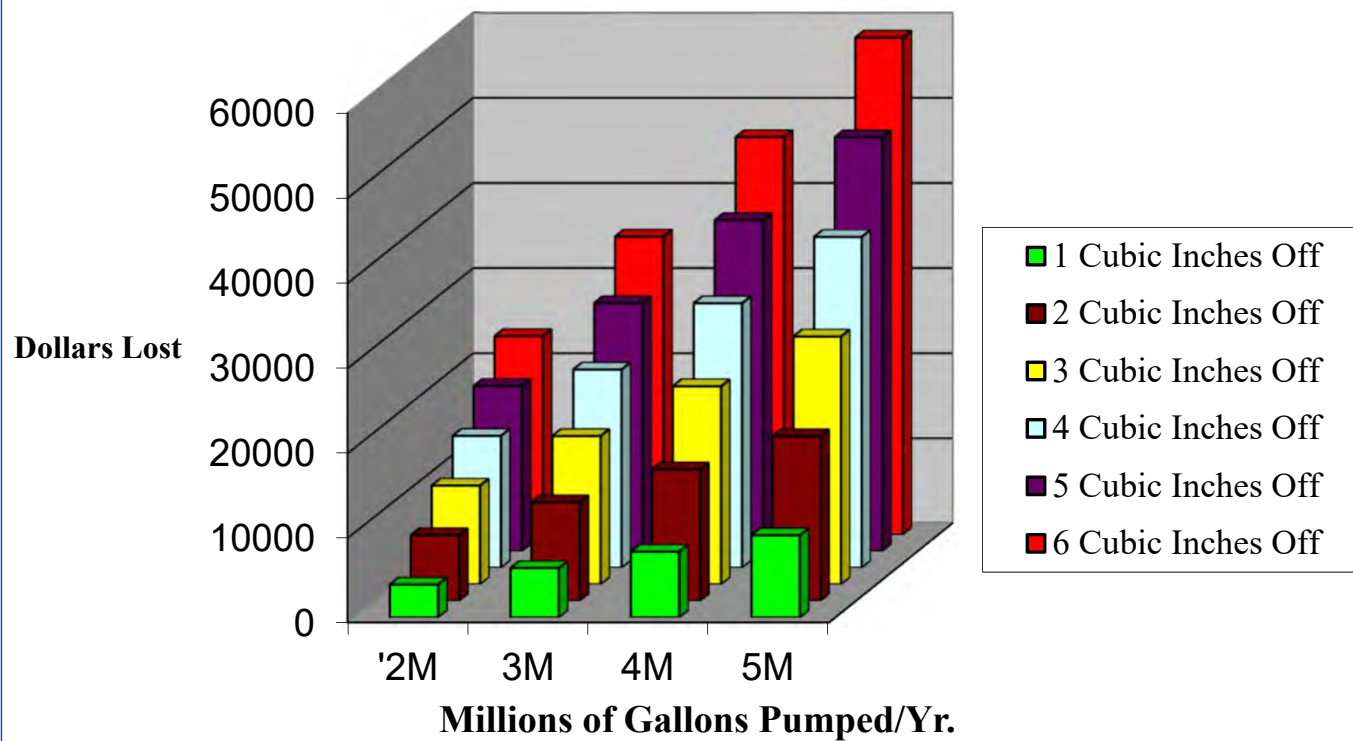
- Increasing Cost of Gasoline
- + Increasing Size of Gas Stations
- + Limited Resources of W&M
- + Increase in Accuracy Awareness
- + **Seraphin Productive Equipment**
- = **New Service Opportunity**

- ▶ NIST Handbook 44
- ▶ Still in Tolerance at 6 Cubic Inches Off (+ or -)
- ▶ 1 cubic inch for every gallon of test + 1 cubic inch
- ▶ 50 Gallon Prover—Tolerance 51 cubic inches



MAINTENANCE TOLERANCE

Dollars Lost If Meter Calibration is Off (\$2.25/Gallon)



- ▶ If Calibration off an average of 2 Cubic Inches
- ▶ Can lose over \$7700 per year



2 MILLION GALLON PER YEAR STATION

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SERAPHIN

A DIVISION OF PEMBERTON FABRICATORS INC

- ▶ If Calibration off an average of 5 Cubic Inches
- ▶ Can lose over \$48000 per year



5 MILLION GALLON PER YEAR STATION

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SERAPHIN

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EQUIPMENT DESIGNED TO IMPROVE

- ▶ **Productivity**
- ▶ **Safety**
- ▶ **Morale**

- ▶ Productivity “backbone” of Equipment
- ▶ All Stainless Steel
- ▶ Built to NIST Handbook 105-3

SPECIAL “J” PROVER



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SERAPHIN

A DIVISION OF PEMBERTON FABRICATORS INC

► Slip-On: 48



► Side Access Low Pro Trailer 66



TESTS PRIOR TO DUMPING

A DIVISION OF PEMBERTON FABRICATORS INC

SLIP-ON ADVANCEMENTS

- ▶ Over to 2:1 Productivity Ratio
- ▶ Economical
- ▶ Quick return on investment
- ▶ Versatile



SLIP-ON FEATURES

- ▶ (3) 5 gallon Special "J" provers
- ▶ (3) 80 gallon reservoirs
- ▶ Quick gravity drain
- ▶ Stainless Steel leveling ball joints
- ▶ Sight glass
- ▶ Installed and removed easily



- ▶ Protective cover
- ▶ 50 or 60 Gallon Large Prover



SLIP-ON OPTIONS:

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SERAPHIN

LOW PROFILE SIDE ACCESS CALIBRATION TRAILER

- ▶ (3) 5 gallon Special "J" provers
- ▶ (3) 110 gallon holding tanks
- ▶ Heavy duty trailer construction



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SERAPHIN

LOW PROFILE SIDE ACCESS CALIBRATION TRAILER

- ▶ Standard designs or Custom
- ▶ Large holding tanks
- ▶ (3) 5 gallon bottom drop provers
- ▶ 50, 60 or 100 gallon--for high speed diesel
- ▶ Pump-off systems available



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SERAPHIN

- ▶ **Station Start-Up:**
 - ▶ **Flushing/Purging Lines**
 - ▶ **No humping cans**
 - ▶ **Save time**

ANOTHER GREAT APPLICATION

ADDITIONAL BENEFITS:

- ▶ **MORALE:**
 - ▶ Eliminates fatigue from carrying test measures

- ▶ **SAFETY:**
 - ▶ Reduces chance of spill liability
 - ▶ Reduce exposure to Workman's Compensation Claims
 - ▶ Provides protection from other customer vehicles

- ▶ **REDUCES IMPACT on Gas Station**

BENEFITS (CONTINUED):

- ▶ IMPROVED ACCURACY
 - ▶ Better chance meters are actually checked

- ▶ PRODUCTIVITY:
 - ▶ Double # of meters tested per day
 - ▶ Allows more time to conduct other work

▶ 2 Tests per Meter

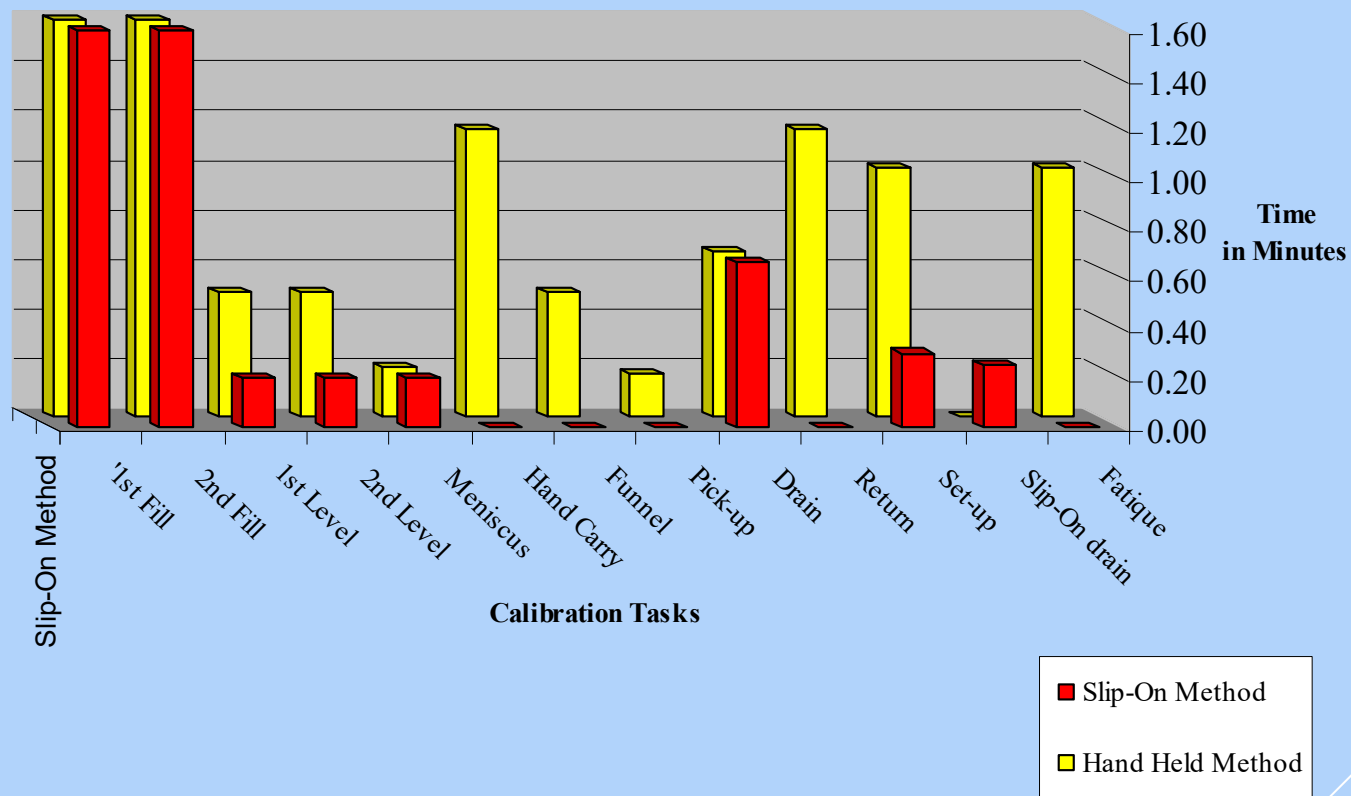
▶ Hand-held -- 10.04
Minutes

▶ Slip-On Method -- 5.02
Minutes

CALIBRATION TIME SAVINGS

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SLIP-ON VS HAND HELD TIME COMPARISON



- ▶ Hand-held method: \$ 8.03/meter
- ▶ Slip-On method: \$ 4.01/meter
- ▶ (Based on Labor & Overhead of \$36.00 hr.)

**COSTS PER METER (ADJUSTED
FOR 25% NEEDING RETEST)**

▶ \$ 4.02 per meter tested

**SAVINGS PER METER
(WITH SLIP-ON METHOD)**

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▶ Slip-On method:

- ▶ 25% retest 72 meters

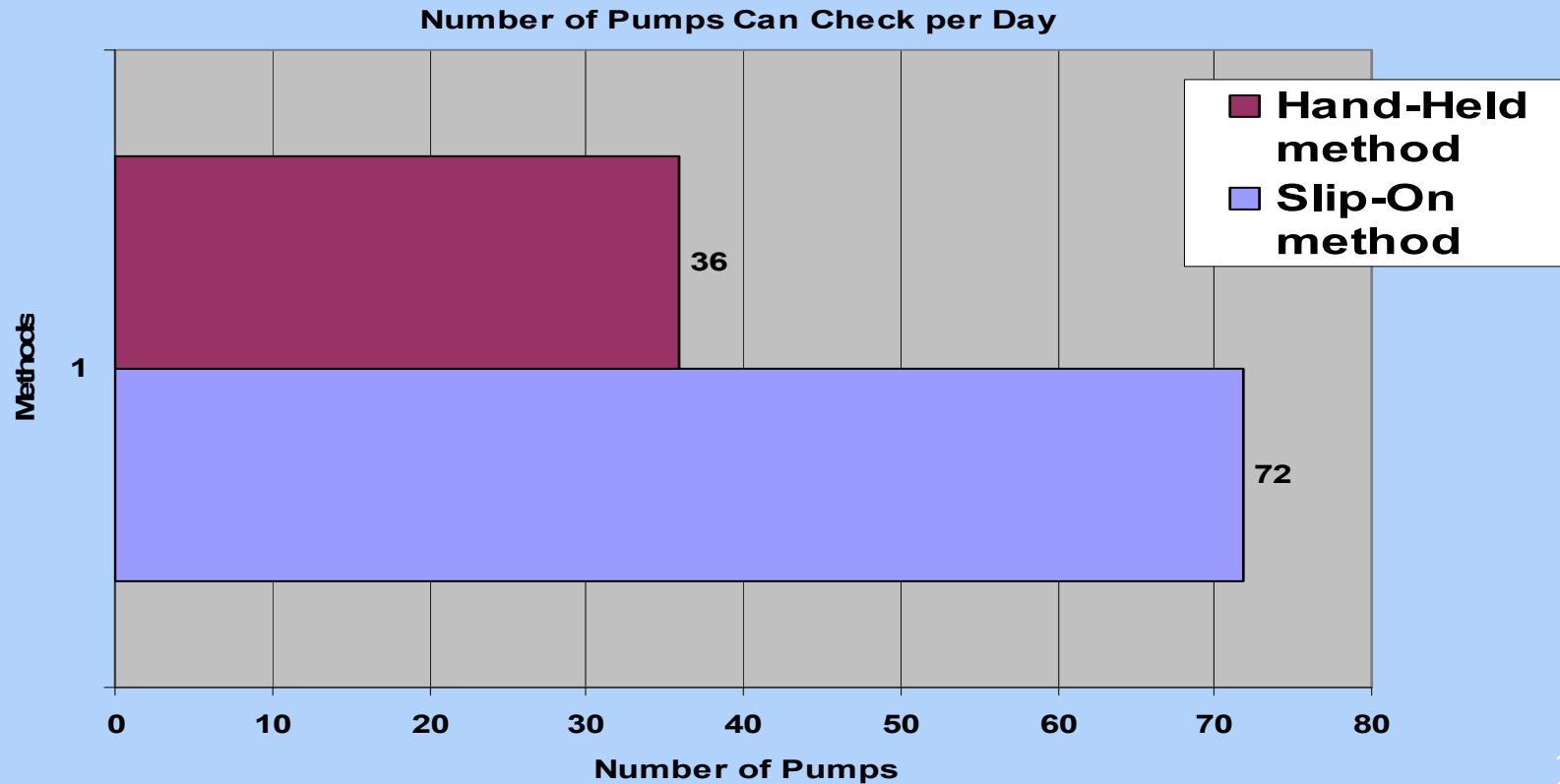


▶ Hand-held method:

- ▶ 25% retest 36 meters

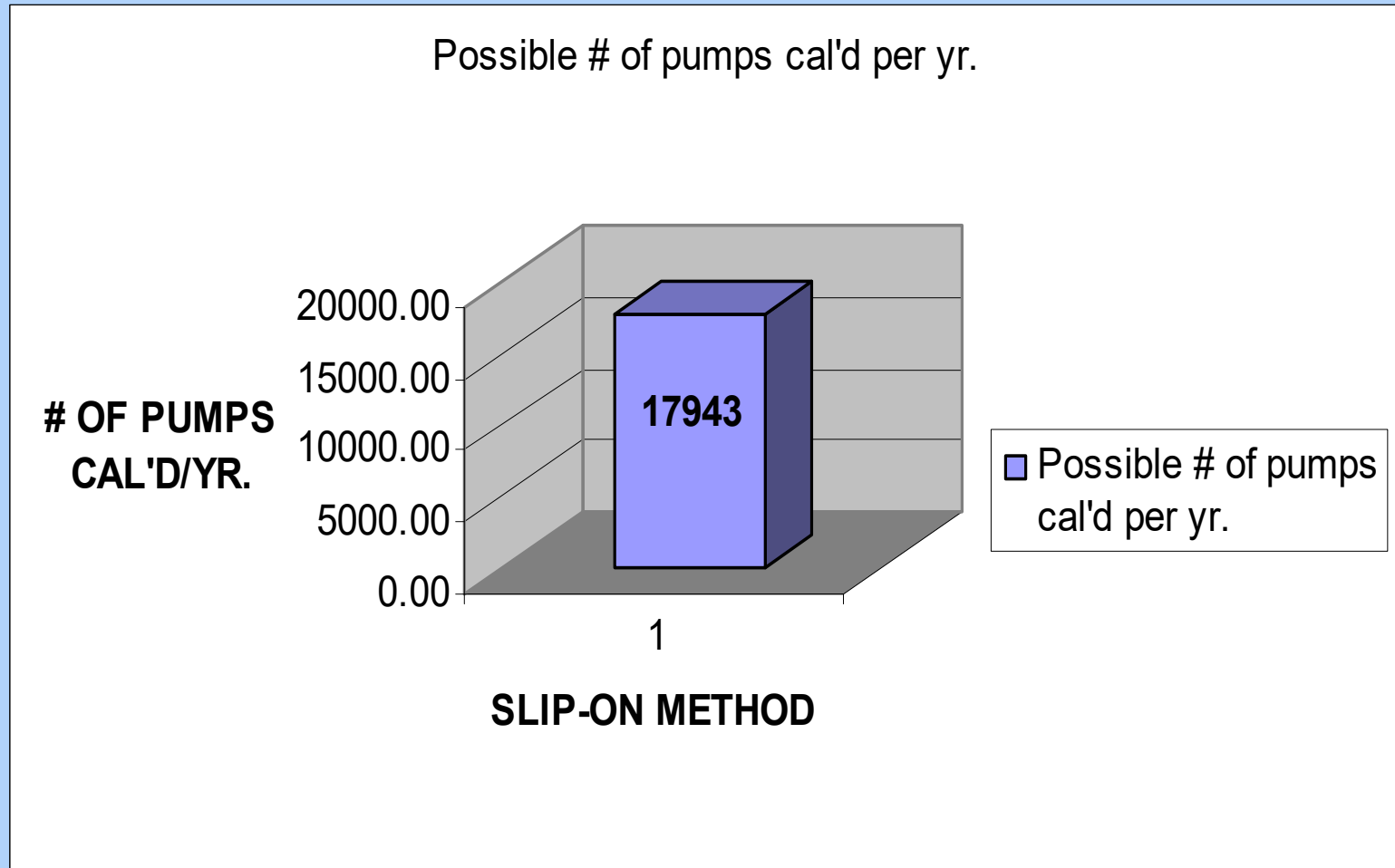


**NUMBER OF METERS CAN CHECK
PER DAY (2 TESTS/METER)**

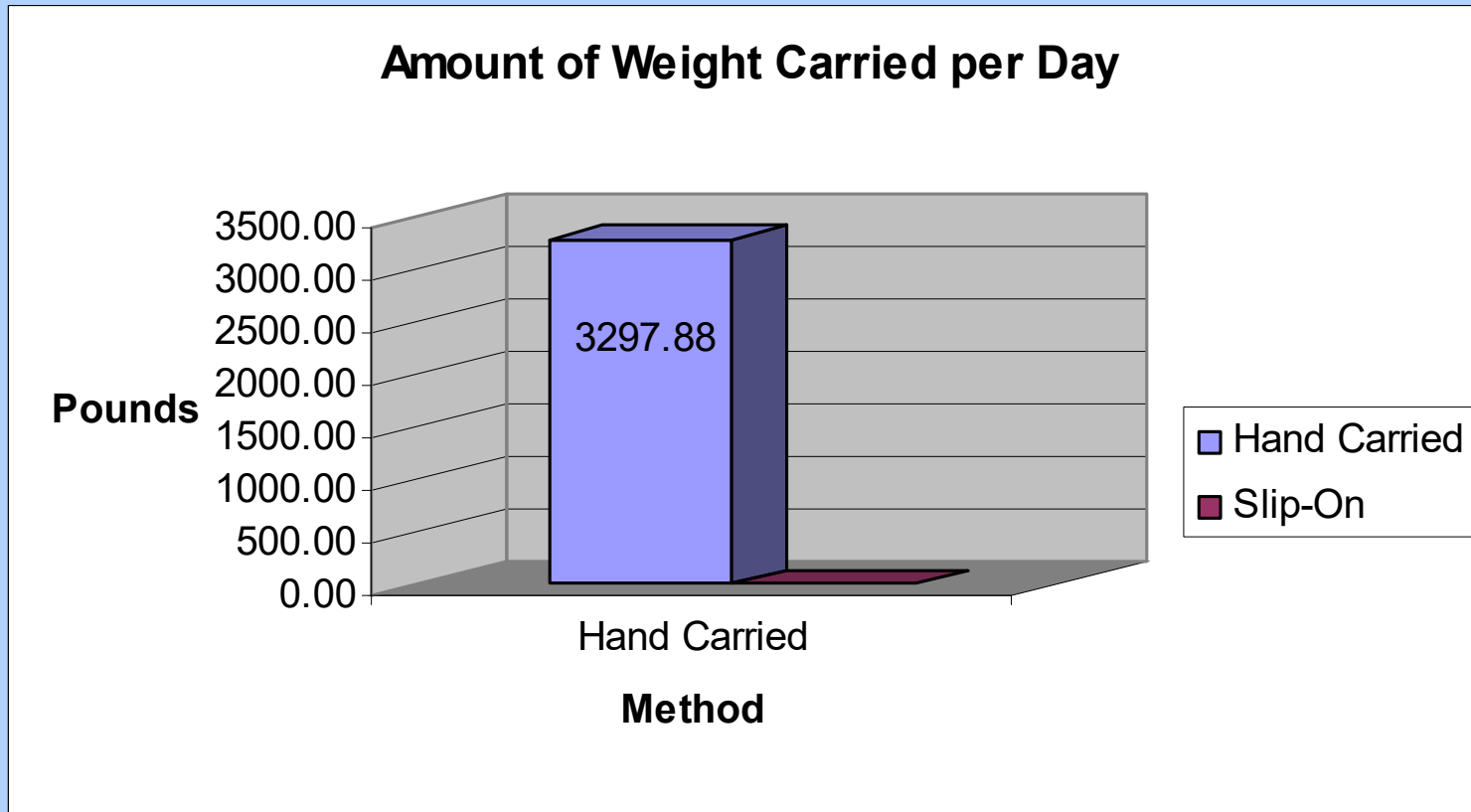


**NUMBER OF METERS CAN CHECK
PER DAY**

25



POSSIBLE # OF PUMPS/YR.



POUNDS OF FUEL CARRIED/DAY

RETURN ON INVESTMENT

SLIP-ON UNIT



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- ▶ Fee: \$16.00 per meter
- ▶ Average Station: 24 Meters
- ▶ Cost per meter: \$4.02
- ▶ Cost per Station: \$96.50
- ▶ Fee per Visit: \$384

- ▶ Profit per Visit: \$287.50

PROFIT PER AVG. STATION

- ▶ Annual Contracts: 37
- ▶ Semi-Annual Contracts: 18
- ▶ Quarterly Contract: 9

SLIP-ON BREAKEVEN POINT

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▶ 72 meters / day



▶ 3 Stations / day

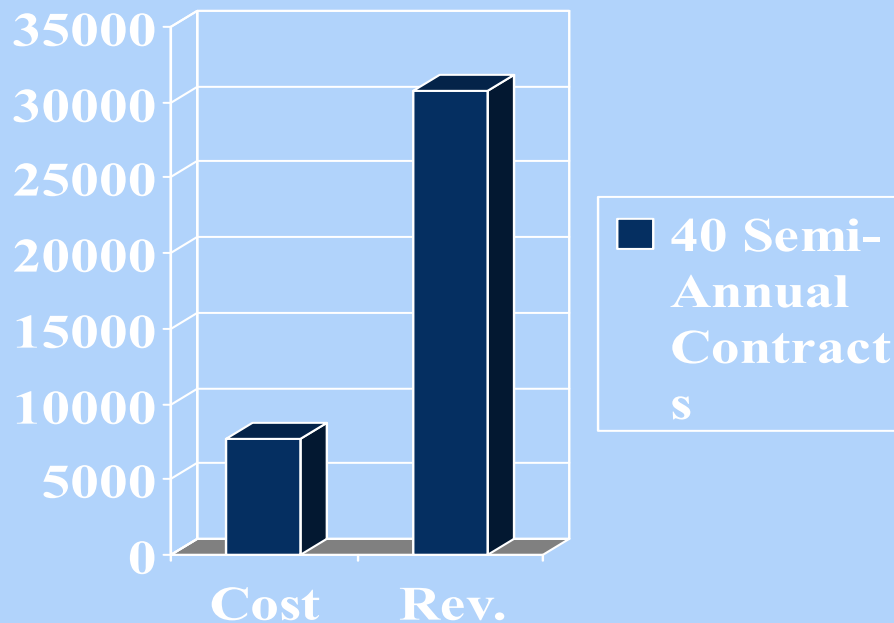
▶ Annual Contract: $37 / 3 = 13$
Days

HOW LONG TO PAYBACK

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EXAMPLE OF REVENUE FROM CONTRACTS



▶ 40 Semi-Annual Contracts

▶ 80 visits X \$384 =
\$30,720

▶ Cost = \$7,699

▶ Profit = **\$23,021**₃₂

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- ▶ Show lost Fuel (\$) if calibration off
- ▶ Compare potential loss vs. your fee
- ▶ Annual, Semi-Annual, Quarterly Calibration Contracts

MARKETING YOUR CALIBRATION SERVICE

- ▶ Use Chart provided
- ▶ Find intersection of Cubic Inches Off and Cost of Fuel per Gallon
- ▶ Multiply that # by the number of Million gallons pumped per year

**SHOW COST SAVINGS TO
STATION OWNER**

- ▶ You have a Station in your area that pumps 6 Million gallons per year and you are trying to sell them on a calibration service contract.
- ▶ Gasoline price: \$1.35 / gallon
- ▶ Average Calibration error: +2 Cubic Inches

EXAMPLE

Fuel Costs per Gallon											
Cubic Inches	1.10	1.15	1.20	1.25	1.30	1.35	1.40	1.45	1.50	1.55	1.60
1	952	996	1039	1082	1126	1169	1212	1255	1299	1342	1385
2	1905	1991	2078	2165	2251	2338	2424	2511	2597	2684	2771
3	2857	2987	3117	3247	3377	3506	3636	3766	3896	4026	4156
4	3810	3983	4156	4329	4502	4675	4848	5022	5195	5368	5541
5	4762	4978	5195	5411	5628	5844	6061	6277	6494	6710	6926
6	5714	5974	6234	6494	6753	7013	7273	7532	7792	8052	8312

**LOSS FOR EVERY 1 MILLION
GALLONS PUMPED PER YEAR**

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▶ \$ 2338 lost per every
Million pumped

▶ \$ 2338 X 6 = \$ 14,028

▶ \$ 14028 Lost per Year

EXAMPLE: (LOST REVENUE)

- ▶ Cost: \$ 4.01 / Pump
- ▶ Fee: \$ 16.00 / Pump
- ▶ 48 Meter Station: \$ 768.00 / Visit
- ▶ Quarterly Contract: \$ 3072.00 / Yr.

FEE EXAMPLE:

Fuel Costs per Gallon											
Cubic Inches	1.10	1.15	1.20	1.25	1.30	1.35	1.40	1.45	1.50	1.55	1.60
1	952	996	1039	1082	1126	1169	1212	1255	1299	1342	1385
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6	5714	5974	6234	6494	6753	7013	7273	7532	7792	8052	8312

**LOSS FOR EVERY 1 MILLION
GALLONS PUMPED PER YEAR**

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**YOU'LL SAVE THEM
\$14028 FOR A
MODEST FEE OF
\$ 3072 / YR.**

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FEE VS. SAVINGS (FOR 6 MILLION GALLON STATION AT 2 CUBIC INCH CALIBRATION ERROR)

**48 METER STATION
(\$16/pump Fee)**



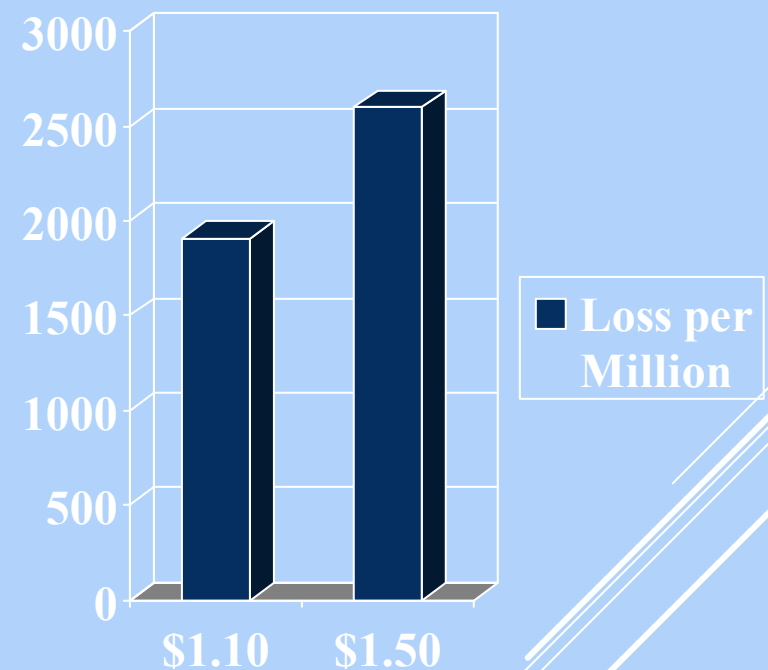
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COMPARE LOST \$\$ AT DIFFERENT PRICES PER GALLON

▶ \$1.10 = \$1905/Million

▶ \$1.50 = \$2597/Million

▶ \$692 Difference



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- ▶ Test a target gas station's pumps at no cost.
- ▶ Develop a report outlining each pumps calibration accuracy.
- ▶ Calculate the station's lost revenue based on the average calibration error.
- ▶ Compare the lost revenue to your calibration service fee.
- ▶ Lock in contract for Quarterly Calibration.

CALIBRATION SURVEY

SUMMARY

- ▶ **YOU** and **Seraphin equipment** can save your customers money
- ▶ **Profit Center** mentality
- ▶ Dramatic **Productivity Increases**
- ▶ **72 pumps** per day vs. 36

SUMMARY



- ▶ The time is Right—
 - ▶ High Gas Prices
 - ▶ “Accuracy Rage”
- ▶ “Improve the Sale”
- ▶ Sieze the Opportunity for increased Revenue and Profits
- ▶ We Make the Innovative Tools—You provide the Creative Service.

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OPPORTUNITY

THE 1ST CREATIVE SERVICE
COMPANIES IN THE MARKETPLACE
WILL REAP THE BENEFITS.



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Seraphin® Special J Covers

SIDE ACCESS TRAILER SPECIAL J COVERS



TOP PANEL AND
BOTTOM PANEL FOLD
UP ASSISTED BY GAS
SPRINGS

SLIP ON UNIT SPECIAL J COVERS



FEATURES

- HELP PREVENT YOUR 5 GALLON VRP®/VEP® PROVERS FROM BEING STOLEN OR VANDALIZED.
- PROTECT YOUR 5 GALLON VRP®/VEP® PROVERS FROM THE ELEMENTS AND ROAD DEBRIS.
- IMPROVE TEMPERATURE STABILITY FOR YOUR 5 GALLON VRP®/VEP® PROVERS BY COVERING FROM DIRECT SUNLIGHT.
- GAS STRUTS FOR EASY LIFTING
- (2) AUTOMOTIVE STYLE ROTARY LATCHES WITH CENTER STAINLESS STEEL LOCKING PADDLE LATCH TO OPEN
- POWDER COATED STEEL AND ALUMINUM DIAMOND PLATE CONSTRUCTION TO PROTECT YOUR INVESTMENT FOR YEARS.

EASY OPENING AND CLOSING WITH GAS STRUTS

