



July 18, 2025

Brian Jackson
Union County NC
Water Treatment Superintendent
980-669-9199

Dear Brian,

Calgon Carbon is pleased to provide the following quote for the following scopes at the Yadkin Water Treatment Facility.

GAC Filter Information:

- Number of Filters: 4
- Filter Size: 30'x19'x4' bed depth
- Filter Volume 2,280 ft³ each
- Carbon Type: Filtrasorb 820

SCOPE: 2,280 ft³ of Filtrasorb 820 with standard turnkey carbon exchange:

Pricing: \$180,370.00 delivered to North Carolina.

- Removal of approximately 2,280 ft³ of spent carbon from (1) filter
- Spent carbon will be educted from filter into open top dump trailers
- Return spent to CCC facility for reactivation/disposal (based on approved CAN)
- If required filter will be disinfected and tested (by customer)
- Installation of virgin Filtrasorb 820 by CCC personnel (Approximately 72,000 pounds)
- Measure final GAC level after filter is backwashed and drained
- All necessary eduction equipment, hoses, hopper and labor by Calgon Carbon for GAC removal and replacement in and out of the filter
- Ongoing annual testing of two GAC samples by Calgon Carbon upon request

ITEMS NOT INCLUDED IN THIS OFFER:

- No filter or underdrain repairs or subsequent time needed for such repairs are included in this offer
- No disinfection or subsequent down time or analytical testing is included
- No applicable taxes are included



SPECIAL TERMS AND CONDITIONS:

1. Upon acknowledgement of any Purchase Order, the Buyer may be requested to complete a Credit Application and provide Tax Exemption Documentation.
2. The quoted price is valid through April 1, 2026.
3. Proposal is based on acceptance of Calgon Carbons terms and conditions
4. Any carbon return for reactivation is contingent upon approved CAN testing
5. Any disposal cost is customer responsibility

Please feel free to contact me if you have any questions or need any additional information.

Sincerely,
Calgon Carbon Corporation
Michael Prevade
National Accounts Manager
Drinking Water Solutions
(724) 417-0405



PRODUCT SPECIFICATIONS
FILTRASORB 820 GRANULAR ACTIVATED CARBON

<u>Product Specification: FILTRASORB 820M</u>	<u>Value</u>	<u>Test Method</u>
Iodine Number (mg/g), min.	900	ASTM D4607
Moisture, weight %, max.	2	ASTM D2867
Effective size, mm	1.0 – 1.2	ASTM D2862
Uniformity Coefficient, max.	1.5	ASTM D2862
Abrasion No., min.	75	AWWA B604
Trace Capacity Number, (mg/cc), min.	9	TM-79, TM-85 (converted to TCN)
Screen Size (US Sieve), weight %		
* Larger than No. 8, max.	5	ASTM D2862
* Smaller than No. 20, max.	4	ASTM D2862
Ash, weight %, max.	10%	ASTM D2866
<u>Typical Property</u>	<u>Value</u>	
Apparent Density, g/cc	0.56	ASTM D2854
Water Extractables	<1%	AWWA B604
Non-Wettable	<1%	AWWA B604



GENERAL TERMS AND CONDITIONS

The following terms and conditions shall apply to the performance by Calgon Carbon Corporation ("Calgon Carbon") of all sales of products and services (defined herein as "Products") pursuant to the Agreement.

1. **Price and Payment.** Unless otherwise stated in the Agreement: (a) Products will be billed for at the time of delivery; and (b) Payment terms shall be net 30 days, or net 45 days if paid by Electronic Funds Transfer (ETF). A late payment fee of 1.25% per month, or the highest lawful rate, whichever is less, will apply to all amounts past due, and will be prorated per day.

2. **Force Majeure.** Calgon Carbon shall have no liability to Customer or its customers or users, and shall have the right to suspend shipments hereunder, in the event of war, riot, terrorism, accident, explosion, sabotage, flood, acts of God, fire, court order, strike, labor disturbance, work stoppage, national defense requirements, act of governmental authority, extraordinary failure of equipment or apparatus, inability to obtain electricity or other type of energy, raw material, labor, equipment or transportation or other causes beyond Calgon Carbon's control. It is understood and agreed that settlement of strikes, lockouts and other labor disputes shall be entirely within the discretion of Calgon Carbon and that nothing in this Agreement shall require the settlement of strikes, lockouts and labor disputes when such course is inadvisable in the sole discretion of Calgon Carbon.

3. **Warranty.** Calgon Carbon warrants that all Products provided under this Agreement shall conform to the specifications for such Products for the time period as published by Calgon Carbon from time to time during the term of this Agreement. Calgon Carbon warrants that any technical assistance will be competent and reflect the professional knowledge or judgment of its representatives. Calgon Carbon shall correct any failure to conform to either of the applicable foregoing warranties of which it is notified in writing prior to ninety (90) days after the date of delivery of the allegedly non-conforming Products by replacement of product or reperformance of services. **THE WARRANTIES SET FORTH IN THIS PROVISION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE).** The remedies provided above are Customer's sole remedies for any failure of Calgon Carbon to comply with its obligations. Corrections of any nonconformity in the manner and for the period of time provided above shall constitute complete fulfillment of all the liabilities of Calgon Carbon whether Customer's claims are based in contract, in tort (including negligence or strict liability) or otherwise with respect to or arising out of the Products furnished hereunder.

4. **Indemnification.** Subject to Section 5 below, each party during the term of this Agreement to the extent of its negligence or willful misconduct will indemnify and save the other party harmless at all times against any liability on account of any and all claims, damages, law suits, litigation, expenses, counsel fees, and compensation arising out of property damages or personal injuries, (including death), arising out of its performance under this Agreement. Customer will reimburse Calgon Carbon for damages to the system site or to Calgon Carbon's equipment or goods, caused by the negligence or willful misconduct of Customer, its employees, representatives, or agents. In the case of intentional or repeated damage, Calgon Carbon shall have the additional right to terminate this Agreement.

5. **Limitation of Liability.** Notwithstanding any provision to the contrary herein, the parties hereto agree that in no event shall Calgon Carbon or its contractors or suppliers of any tier be liable to Customer for any indirect, special, consequential, incidental or punitive damages as a result of a breach of any provision of this Agreement or for any other claim of any kind arising out of or relating to this Agreement, whether in contract, in tort (including negligence or strict liability) or otherwise. Notwithstanding any provision to the contrary herein, for all losses, damages, liabilities or expenses (including attorney's fees and costs), whether for indemnity or negligence, including errors, omissions or other acts, or willful misconduct, or based in contract, warranty (including any costs and fees for repairing, replacing or re-performing services or curing a breach hereof), or for any other cause of action (individually, a "Claim"; collectively, "Claims"), Calgon Carbon's liability, including the liability of its insurers, employees, agents, directors, and officers and all other persons for whom Calgon Carbon is legally responsible, shall not, to the maximum extent permitted by law, exceed in the cumulative aggregate with respect to all Claims arising out of or related to this Agreement, the lesser of (a) the total amount of compensation paid to Calgon Carbon hereunder, and (b) One Million Dollars (\$1,000,000).

6. **Taxes, Permits, Tariffs, and Licenses.** The fees do not include any Federal, state or local property, license, privilege, sales, use, excise, gross receipts or other like taxes, tariffs or duties, licenses, or other assessments which may now or hereafter be applicable to, measured by or imposed upon or with respect to the transaction, the property, its sale, value or use, or any services performed in connection therewith. Customer agrees to pay any sales and use taxes upon or measured by Calgon Carbon's services provided hereunder and for all applicable licenses, property taxes, personal property taxes and other taxes, fees, or assessments imposed on the Products or upon the installation and operation of the Products (except taxes on Calgon Carbon's income) and will prepare and submit all documents, plans, and schedules that may be required by governmental agencies with the reasonable assistance of Calgon Carbon where necessary. Customer shall provide Calgon Carbon with a direct pay permit for sales tax, an affidavit of sales tax exemption, or an affidavit that Products are exempt from sales tax, or Calgon Carbon has the right to invoice Customer for said taxes on each invoice.

7. **Title; Risk of Loss.** Calgon Carbon warrants that it is the lawful owner of and has the right to sell the products under this Agreement and will defend the same against all lawful claims and demands of all persons. The risk of loss due to casualty or destruction shall be borne by Customer upon Calgon Carbon's tender of the Products to the carrier for transportation to Customer. Notwithstanding the foregoing or the provisions of the UCC or INCOTERMS, title to the goods, and all accessions to or products of the goods, shall remain with Calgon Carbon until the later of (a) payment in full of the purchase price and of other amounts owing by the Customer and (b) delivery to the Customer, if the Customer is located outside the United States.

8. **Inspection.** Customer shall have the right to inspect the Products delivered under this Agreement and agrees promptly to notify Calgon Carbon of any nonconformity, defective condition or breach of warranty, and unless Customer gives prompt written notice to Calgon Carbon of such breach of warranty, Customer's rights and remedies under this Agreement shall be deemed to have been waived. No claim for breach of warranty may be made by Customer more than ninety (90) days after date of delivery of such Product to Customer hereunder.

9. **Termination.** Calgon Carbon may cancel this Agreement if any of the following occurs: (a) Customer becomes insolvent; (b) Customer ceases to conduct its operations in the normal course of business; (c) Customer is unable to meet its obligations as they mature, or admits



in writing such inability or fails to provide adequate assurances of its ability to perform its obligations hereunder; (d) Customer files a voluntary petition in bankruptcy; (e) Customer suffers the filing of an involuntary petition in bankruptcy and the same is not dismissed within thirty (30) days after filing; (f) a receiver, custodian or trustee is appointed for Customer or for a substantial part of its property; (g) Customer fails to make payment on the terms and within the time specified in this Agreement, or breaches any other obligations under this Agreement; or (h) Customer executes an assignment for the benefit of its creditors. In the event of such cancellation, Calgon Carbon shall have all rights and remedies set forth in the UCC of any applicable jurisdiction and all other remedies available at law or in equity.

10. Export Controls. Customer acknowledges that the Products and related technology are subject to U.S. export controls and economic sanctions, which may include the International Traffic in Arms Regulations ("ITAR"), the Export Administration Regulations ("EAR") and regulations promulgated by the U.S. Department of the Treasury Office of Foreign Assets Control. Customer further acknowledges that the reexport of the Products and/or related technology to a third country or retransfer to an unapproved end user may require a license or other authorization from the Government of the United States. Such licenses or other authorizations may impose further restrictions on the reexport or retransfer of the Products and/or related technology. U.S. law also restricts the reexport or retransfer of U.S.-origin goods, technology, or services to countries or persons subject to U.S. sanctions or embargoes. Customer agrees to comply with all applicable U.S. export control and economic sanctions laws and regulations. It is the sole responsibility of the Customer to apply for and obtain any necessary licenses or other authorizations prior to any reexport or retransfer of the Products and/or related technology. Calgon Carbon makes no warranty that any such licenses or other authorizations will be granted, and shall have no liability for Customer's inability to obtain such licenses or other authorization or for any violation by Customer of any applicable export control and/or economic sanctions laws and regulations. Customer will indemnify Calgon Carbon and hold it harmless from any liability resulting from Customer's violation of this provision or applicable export laws or regulations. Notwithstanding any other provision in this Agreement, Calgon Carbon shall have the right to terminate this Agreement immediately upon the determination by Calgon Carbon, in Calgon Carbon's sole discretion, that Customer has breached, intends to breach, or insists upon breaching any of the provisions in the above clauses.

11. Confidentiality. Other than in the performance of the terms of the Agreement, neither Customer nor its agents, employees, or subcontractors shall use or disclose to any person or entity any confidential information of Calgon Carbon (whether written, oral, electronic or other form) that is obtained or otherwise prepared or discovered in connection with this Agreement. Customer agrees that all pricing, discounts, design drawings and technical information that Calgon Carbon provides to Customer are the confidential and proprietary information of Calgon Carbon, whether or not otherwise identified as such. The obligations under this section continue perpetually and survive the termination or expiration of any underlying agreement between the parties. The provisions of this section relating to use and disclosure shall not apply to any information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Customer under this Agreement; (b) becomes available to Customer from a source other than Calgon Carbon without breach of any obligation of confidentiality; (c) was independently developed by Customer without violation of Calgon Carbon's rights and without reference to the confidential information, as evidenced by written records, maintained in the ordinary course of business by Customer; (d) is used or disclosed with the prior written approval of Calgon Carbon; (e) is information previously known to Customer as evidenced by written records maintained by Customer in the ordinary course of business, and not otherwise subject to any confidentiality restrictions; or (f) Customer becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose. If Customer becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose any of the confidential information, Customer shall provide Calgon Carbon with prompt written notice so that Calgon Carbon may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained, or if Calgon Carbon waives compliance with the provisions of this Agreement, Customer shall furnish only that portion of the confidential information which Customer is legally required to disclose and shall exercise its reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded the confidential information.

12. Assignment. Neither party may assign this Agreement, including without limitation any of its rights or obligations hereunder, without the express written consent of the other party hereto; provided that Calgon Carbon may assign this Agreement, including without limitation any of its rights or obligations hereunder, to any of its parents, subsidiaries or affiliates or to any third party which merges with Calgon Carbon or acquires all or substantially all of its business and assets or a substantial part of its assets or business relating to the Products without Customer's consent.

13. Governing Law. This Agreement will be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regards to its conflict of law principles. The UN Convention on Contracts for the International Sale of Goods shall not apply to the transaction represented hereby. The parties hereto agree to the exclusive jurisdiction of any state court situated in Allegheny County, Pennsylvania or in any Federal court situated in the Western District of Pennsylvania.

14. Management of Change. Calgon Carbon is constantly striving to improve its products and capabilities and to provide the best product to its customers. Calgon Carbon may from time to time develop product improvements or alterations with respect to the Products hereunder (the "Product Improvements"), and Calgon Carbon may implement such Product Improvements without notice to Customer so long as the performance of the Products will not be materially diminished, as determined in Calgon Carbon's sole discretion, and so long as Calgon Carbon has not separately agreed in writing to provide such notification to Customer. In the event that Calgon Carbon has agreed in writing to provide notice of Product Improvements to Customer (the "Notice"), then Calgon Carbon shall provide such Notice in accordance with the terms set forth in the separate writing.

15. Definitions. Terms used in this Agreement that are defined by the Uniform Commercial Code of the Commonwealth of Pennsylvania shall have the meanings contained therein.

16. Miscellaneous.



- a) In the event of any legal proceeding between Customer and Calgon Carbon relating to the Agreement or the Products, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a trial by jury.
- b) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain.
- c) Calgon Carbon's failure to enforce, or Calgon Carbon's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision.
- d) Calgon Carbon reserves the right to correct clerical, arithmetical, or stenographic errors or omissions in the Agreement, quotations, order acknowledgments, invoices or other documents.
- e) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other.
- f) Customer agrees that it will not use Calgon Carbon's name(s), logo(s) or mark(s) in any public communication or press release, or for any other marketing or promotional purpose, without Calgon Carbon's prior written consent.