



# FLORIDA DEPARTMENT OF Environmental Protection

Central District Office  
3319 Maguire Blvd., Suite 232  
Orlando, Florida 32803

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Shawn Hamilton**  
Secretary

June 27, 2024

Paul Kuck, Chief Operating Officer  
Regal Marine Industries, Inc.  
2300 Jetport Drive  
Orlando, FL 32809  
[jchappell@regalboats.com](mailto:jchappell@regalboats.com)

Re: Regal Marine Industries, Inc  
Hazardous Waste Facility ID No.: FLD049758725  
OGC Case No.: 24-1916  
Orange County

Dear Mr. Kuck:

Enclosed is the executed Consent Order to resolve the above referenced case. This copy is for your records.

Should you have any questions or comments, please contact Gina Laddick at (407) 897-4309 or via e-mail at [Gina.Laddick@FloridaDEP.gov](mailto:Gina.Laddick@FloridaDEP.gov).

Your cooperation in this matter will be appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "AW 7/2", is written over the signature line.

*On behalf of:*

Aaron Watkins  
Director, Central District

Enclosure: Executed Short Form Consent Order

cc: DEP: Lea Crandall, Anitra Spencer, Gina Laddick, Daniel Hall  
Regal Marine: [jchappell@regalboats.com](mailto:jchappell@regalboats.com), [amusiol@regalboats.com](mailto:amusiol@regalboats.com),  
[jworden@regalboats.com](mailto:jworden@regalboats.com)



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June 14, 2024

Regal Marine Industries, Inc.  
Paul Kuck, Chief Operating Officer  
2300 Jetport Drive  
Orlando, FL 32809  
[jchappell@regalboats.com](mailto:jchappell@regalboats.com)

SUBJECT: Department of Environmental Protection v. Regal Marine Industries, Inc,  
OGC File No.: 24-1916  
Regal Marine Industries, Inc - FLD049758725

Mr. Kuck:

The State of Florida Department of Environmental Protection ("Department") finds that Regal Marine Industries, Inc ("Respondent"): failed to meet the requirements of solvent contaminated wipes, in violation of 40 CFR 261.4(b)(18); failed to keep two satellite accumulation area (SAA) containers of hazardous waste closed, in violation of 40 CFR 262.15(a)(4); failed to label four SAA containers with the words "Hazardous Waste", in violation of 40 CFR 262.15(a)(5)(i); failed to label four SAA containers with an indication of the hazards of the contents, in violation of 40 CFR 262.15(a)(5)(ii); failed to keep five central accumulation area (CAA) containers of hazardous waste closed, in violation of 40 CFR 262.17(a)(1)(iv)(A); failed to provide documentation of weekly CAA inspections prior to May 2022, in violation of 40 CFR 262.17(a)(1)(v) and Rule 62-730.160(3), F.A.C.; failed to label five CAA containers with the words "Hazardous Waste", in violation of 40 CFR 262.17(a)(5)(i)(A); failed to label five CAA containers with an indication of the hazards of the contents, in violation of 40 CFR 262.17(a)(5)(i)(B); failed to label seven CAA containers with an accumulation start date, in violation of 40 CFR 262.17(a)(5)(i)(C); failed to submit copies of the contingency plan to local authorities, in violation of 40 CFR 262.17(a)(6) and 40 CFR 262.262(a); failed to provide three years' worth of employee training documentation, in violation of 40 CFR 262.17(a)(7)(iv)(D); failed to notify appropriate state and local agencies that the facility experienced a hazardous waste release, fire, or explosion, in violation of 40 CFR 262.265; and failed to include treatment/hardening of foam in their waste analysis plan, in violation of 40 CFR 268.7(a)(5). Before sending this letter, the Department requested that the

Respondent undertake certain actions to resolve the violations. These actions have since been completed. However, due to the nature of the violations, the Respondent remains subject to civil penalties. The Respondent is also responsible for costs incurred by the Department during the investigation of this matter.

### The Department's Offer

Based on the violations described above, the Department is seeking \$49,080 in civil penalties and \$500 for costs and expenses the Department has incurred in investigating this matter, which amounts to a total of \$ 49,580. The civil penalty in this matter includes six violations of \$2,000.00 or more.

However, in lieu of paying the full civil penalty, the Department has determined that \$39,264 of the civil penalty may be offset through implementation of the Pollution Prevention Project (P2 Project) described in the attached Exhibit. This amount is referred to as the "offset amount."

### Respondent's Acceptance

If you wish to accept this offer and fully resolve the enforcement matter pending against the Respondent, please sign this letter and return it to the Department at Central District, 3319 Maguire Blvd. Ste 232, Orlando, FL 32803 by **July 5, 2024**. The Department will then countersign it and file it with a designated clerk of the Department. Once the document is filed with the designated clerk, it will constitute a final order of the Department pursuant to Section 120.52(7), F.S. and will be effective unless a request for an administrative hearing is filed by a third party in accordance with Chapter 120, F.S. and the attached Notice of Rights.

By accepting this offer you, Paul Kuck:

- (1) certify that you are authorized and empowered to negotiate, enter into, and accept the terms of this offer in the name and on behalf of Respondent;
- (2) acknowledge and waive Respondent's right to an administrative hearing pursuant to Sections 120.569 and 120.57, F.S., on the terms of this offer, once final; and
- (3) acknowledge and waive Respondent's right to an appeal pursuant to Section 120.68, F.S.

The Department acknowledges that the Respondent's acceptance of this offer does not constitute an admission of liability for the violation(s) referenced above.

### **Respondent's Performance**

After signing and returning this document to the Department,

- (1) Upon signing this letter, you must implement the P2 Project in accordance with the requirements identified in the attached Exhibit. You must begin the P2 Project within 30 days, and fully complete the P2 Project within 180 days of your signing this letter. Your failure to timely start or complete the P2 Project, or timely provide the Department with the Final Report, will cause the P2 Project option to be forfeited and the balance of the civil penalty shall be due within 10 days of notice from the Department.
  
- (2) Respondent shall pay \$10,316 by **July 31, 2024**. The payment must be made payable to the Department of Environmental Protection by cashier's check or money order and shall include the OGC File Number assigned above and the notation "Water Quality Assurance Trust Fund." Payment shall be sent to 3319 Maguire Blvd. Ste 232., Orlando, FL 32803." Online payments by e-check can be made by going to the DEP Business Portal at: <http://www.fldepportal.com/go/pay/> It will take a number of days after this order is final, effective and filed with the Clerk of the Department before ability to make online payment is available.
  
- (3) The payment(s) must: (a) be in the form of a cashier's check or money order; (b) be payable to the "Department of Environmental Protection"; (c) include the OGC Number assigned above and the notation "Water Quality Assurance Trust Fund"; and (d) be sent to 3319 Maguire Blvd. Ste 232., Orlando, FL 32803.

The Department may enforce the terms of this document, once final, and seek to collect monies owed pursuant to Sections 120.69 and 403.121, F.S.

Until clerked by the Department, this letter is only a settlement offer and not a final agency action. Consequently, neither the Respondent nor any other party may request an administrative hearing to contest this letter pursuant to Chapter 120, F.S. Once this letter is clerked and becomes a final order of the Department, as explained above, the attached Notice of Rights will apply to parties, other than the Respondent, whose interests will be substantially affected.

Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of the terms of this Order will be effective until reduced to writing, executed by both Respondent and the Department, and filed with the clerk of the Department.

Please be aware that if the Respondent declines to respond to the Department's offer, the Department will assume that the Respondent is not interested in resolving the matter and will proceed accordingly.

If you have any questions, please contact Gina Laddick at (407) 897-4309 or at [Gina.Laddick@FloridaDEP.gov](mailto:Gina.Laddick@FloridaDEP.gov).

Sincerely,



---

Aaron Watkins  
District Director  
Central District

FOR THE RESPONDENT:

I, Paul Kuck [Type or Print Name], **HEREBY ACCEPT**  
**THE TERMS OF THE SETTLEMENT OFFER IDENTIFIED ABOVE.**

By: [Signature] Date: 6/17/24  
[Signature]

Title: COO  
[Type or Print]

---

**FOR DEPARTMENT USE ONLY**

DONE AND ORDERED this 27 day of June, 2024, in Orange  
County, Florida.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION

[Signature]

on behalf of

Aaron Watkins  
District Director  
Central District

Filed, on this date, pursuant to section 120.52, F.S., with the designated Department  
Clerk, receipt of which is hereby acknowledged.

[Signature]

June 27, 2024

Clerk

Date

Attachments: Notice of Rights  
P2 Project Summary

Final clerked copy furnished to:

Lea Crandall, Agency Clerk ([lea.crandall@dep.state.fl.us](mailto:lea.crandall@dep.state.fl.us))

### NOTICE OF RIGHTS

Persons who are not parties to this Order, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under Sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Order means that the Department's final action may be different from the position it has taken in the Order.

The petition for administrative hearing must contain all of the following information:

- a) The name and address of each agency affected and each agency's file or identification number, if known;
- b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- c) A statement of when and how the petitioner received notice of the agency decision;
- d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;
- f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 or received via electronic correspondence at [Agency\\_Clerk@floridadep.gov](mailto:Agency_Clerk@floridadep.gov), within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at the address indicated above. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under Sections 120.569 and 120.57, Florida Statutes. Mediation under Section 120.573, Florida Statutes, is not available in this proceeding.

## Exhibit

### P2 Project Summary (Summary)

Regal Marine Industries  
 2300 Jetport Drive Orlando, FL 32809  
 407-447-9535  
 Angela Musiol, EHS Manager

A. **Project Description:** Regal Marine Industries will replace existing 16-gallon solvent recycler with a 48-gallon capacity solvent recycler which will allow for waste minimization.

B. **Environmental and Economic Benefits:** This project will replace our existing solvent recycler with a larger capacity solvent recycler allowing us to recycle more waste acetone and reduce the amount of hazardous waste shipments.

Current Solvent Recycler-Model A16 Clean Planet Solvent Recycler. This solvent recycler has the capacity of 16-gallons. We are currently completing two batches in a 10-hour period which produces 20 gallons of clean, reusable acetone.

New Solvent Recycler-Model A48V Clean Planet Solvent Recycler. This solvent recycler has a capacity of 48-gallons and will complete two batches in a 10-hour period. This will allow us to produce 60+ gallons in a 10-hour period.

Over the last year, (122) 55-gallon drums of waste acetone has been disposed of by our hazardous waste vendor at \$230 per drum.

By doubling our capacity and reducing the amount of acetone purchased, we estimate our annual savings to be around \$38,329.

<i>Regal Solvent Recycler Project</i>							
<b>Annual Resource Consumption Comparison</b>							
Item	Quantity Used (gal/lb/kwh-specify)			Purchasing Cost (\$)			Percent (%) Reduction
	Before	After	Reduction	Before	After	Reduction	
Water							
Chemicals	25,905 gal	21,835 gal	4070 gal	\$170,765	\$143,936	\$26,829	15.7%
Materials							
Energy							
Total Annual Cost Savings = \$26,829							
<b>Annual Waste Generation Comparison</b>							
Item	Quantity Generated (gal/lb/tons-specify)			Disposal Cost (\$)			Percent (%)



	Before	After	Reduction	Before	After	Reduction	Reduction
Hazardous Waste	6710 gal	2750 gal	3960 gal	\$28,060	\$16,560	\$11,500	41%
Industrial Wastewater							
Solid Waste							
Air Emissions							
Total Annual Cost Savings = \$11,500							
Total Annual Avoided Cost Savings =							

C. **Project Cost:** New Solvent Recycler is \$44,950.00. With an annual savings of \$38,329, the payback period would be around one and half years.

**Project Reporting:**

1. Within 30 days of completing the P2 Project, the Respondent shall submit to the Department a P2 Project Final Report that includes the following:
  - a. A confirmation that the information presented in Sections A-C of the Summary is unchanged, or an updated version with the sections changed appropriately. A statement that the Project(s) was/were implemented successfully. An explanation of any problems encountered and corrections applied. *A statement indicating the date the Project was started and also the date completed.*
  - b. Attached expense reports, receipts, purchasing instruments and other documents itemizing costs expended on preparing and implementing the Project.
2. The Department shall review the Final Report and determine:
  - a. Whether the project was properly implemented; and
  - b. Which expenses apply toward pollution prevention credits.
3. A \$1.00 pollution prevention credit for each \$1.00 spent on applicable costs will be applied against the portion of the civil penalty that can be offset.
  - a. The following costs *are applicable as P2 credits* toward the civil penalty offset amount:
    - i. Preparation of the P2 Project;
    - ii. Design of the P2 Project;
    - iii. Installation of equipment for the P2 Project;
    - iv. Construction of the P2 Project;
    - v. Testing of the P2 Project;
    - vi. Training of staff concerning the implementation of the P2 Project; and
    - vii. Capital equipment needed for the P2 Project.
  - b. The following costs *shall not apply as P2 credits* toward the civil penalty offset amount:
    - i. Costs incurred in conducting a waste audit;
    - ii. Maintenance and operation costs involved in implementing the P2 Project;
    - iii. Monitoring and reporting costs;
    - iv. Salaries of employees who perform their job duties;
    - v. Costs expended to bring the facility into compliance with current law, rules and regulations;

- vi. Costs associated with a P2 Project that is not implemented;
- vii. Costs associated with a P2 Project that has not been approved by the Department; and
- viii. Legal costs.

c. If any balance remains after the entire P2 credit is applied to the allowable portion of the civil penalty, Respondent shall pay the difference within 30 days of written notification by the Department to the Respondent that the balance is due.

4. The Department may terminate the P2 Project at any time during the development or implementation of it, if the Respondent fails to comply with the requirements in this document, act in good faith in preparing and implementing the project, or develop and implement the P2 Project in a timely manner. The Respondent may terminate the P2 Project at any time during its development or implementation.

5. If the P2 Project is terminated for any reason, Respondent shall pay the full balance of the allowable portion of the civil penalty within 10 days of written demand by the Department.

# QUOTATION

## Solvent Recycler A-48V (Certified Refurbished)

June 11, 2024

Regal Boats



Quote prepared for:

Jon Chappell

Our standard system design uses heat transfer fluid (thermal oil) that is electrically heated. The heated oil is circulated through the jacketed vessel at finely controlled temperatures to optimize the heat transfer for the solvent/s in question. At the end of the batch the unit will automatically cool down for 1 hour. Therefore, the

operator can define a sludge temperature that is safer for the dump process. This system also provides a self-contained heating system and is therefore easy to install and certify as explosion-proof.

## 1. Scope of Supply:

### 1.1. Components

This proposal covers the standard specifications and terms of sale for the purchase of one Model A-48V Solvent Recovery System and options supplied by: **CleanPlanet Chemical**, as summarized below and described herein.

- (1) 48-Gallon (working volume) Distillation Vessel.
- Vacuum System
- Microprocessor Control and Software.
- Thermal Oil heating system
- Stainless condenser with 1 HP motor
- Dirty Solvent Loading Pump
- Clean Solvent Transfer Pump
- Proprietary Suction Straw Feed Tube to eliminate clogging
- Flow meter to track output gallons
- Proprietary vapor filter to significantly reduce the potential for tinting
- Autofill – eliminates the need to monitor the unit while filling

## 2. Model A-48V Solvent Recovery System Specifications:

### 2.1. Distillation Vessel

- Working volume: 48-gallons / 180 liters
- Overall volume: 60-gallons / 227 liters
- Wetted Construction: 304 Stainless Steel
- Vessel Insulation: 4" on side wall and bottom
- Typical distillation rate: 7–10 gallons / 26–57 liters per hour or more.

### 2.2. Electric Resistance Heater

(3) Three 5 kW, explosion-proof heater. Temperature range: 100°F - 390°F / 40°C - 200°C.

### 2.3. Auto Cool-down

When the cycle is finished, the unit will automatically go into a cool down mode for 1 hour. This is indicated on the PLC and at the end of the cool down cycle the PLC will indicate –END-This allows the operator to dump the sludge from the distillation vessel under lower, safer temperature conditions.

### 2.4. Standard Sludge Discharge

The standard sludge discharge feature is manually done by the operator. Upon completion of the process, the operator will open the cover of the vessel and remove the plastic bag to discharge the sludge contents. Depending on the size of the distillation vessel, it will take multiple batches before filling up a drum.

## **2.5. Control Panel**

Control hardware is mounted on the left side of cabinet for operator convenience. Electrical components are CSA/UL approved. Unit is CSA certified for Canada and USA as per UL2208 standard. The electrical design is in accordance with the National Electrical Code (NFPA 70) in a Class 1, Division 1, Group D environment.

Controls consist of:

- PLC controller
- RTD (Resistance Thermal Devices) in the oil, sludge (option) and reclaimed solvent areas for continuous process monitoring by the PLC

## **2.6. Software**

The software monitors the process conditions per the parameters specified by the operator. Security levels are provided so only authorized personnel can make changes to the system parameters. The software also provides continuous information on the status of the operation and diagnostics for quickly pinpointing process conditions.

Software Features Include:

- Self-diagnosis of Process Faults
- Maintenance Schedule
- Elapsed Timers for:
  - Oil Usage
- Faults / Alarm
- Programmable Operating Parameters
- Oil Temperature Ramp Time
- Batch Mode Cook Timer
- Auto Cool-down for 1 hour

## **3. Utility Requirements:**

### **3.1. Electrical Utility**

480 VAC, three-phase, 60 hertz, 30-amp draw.

### **3.2. Compressed Air**

Air should be provided at 90 PSI, 9 CFM clean, dry and un-oiled. Air consumption is dependent on the operation in progress. Air is used to operate the vacuum, fill and drain pumps.

### **3.3. Responsibilities**

Utilities shall be brought to the control cabinet as the responsibility of the customer. Final connections shall be made per drawings provided by CleanPlanet Chemical.

## **4. Area Requirements:**

### **4.1. Layout**

A standard system layout would require a space of approximately 44" Deep x 73" Wide x 80" High.

## Price of the unit:

4.2. A48V Solvent Recycler	<b>Net Price: \$44,950.00 USD</b>
4.3. Auto-Fill	<i>Included</i>
4.4. Stainless Steel Condenser Kit	<i>Included</i>
4.5. Plastic Bags Package of (100)	<i>Included</i>
4.6. Crane System	<i>Included</i>
4.7. Distillation Chamber Basket	<i>Included</i>

## 5. Delivery

5.1. 8 - 10 weeks from receipt of your deposit of 50%.

## 6. Transportation

6.1. *Shipped to:*

*TBD*

*Net Price: TBD*

## 7. Phone Set up and Training

- Customer is provided with all installation and operations documents
- CleanPlanet technician provides in depth instructions in conjunction with the customer to help facilitate installation and dialing in of the unit.
- CleanPlanet technician reviews the operation of the unit.

*Net Price: \$250/hr @ ~ 3 hrs*

## 8. Installation:

8.1. *Responsibilities*

### *Regal Boats*

- Routing of Air, Electrical, and Water Utilities to the designated drop points prior to receipt of the system.
- Receipt, placement, and connection of system components per installation drawings supplied by CleanPlanet Chemical.
- All piping and insulation, as required, for connection to fixed tanks or water utility.
- Provide ladders and forklift equipment as needed.
- Lagging of equipment to the floor.

- Providing any protective barriers to guard against damage from any other source such as forklift equipment.
- Proper grounding and certification to meet local codes.

### **8.2. CleanPlanet Chemical**

- Training of the main operator on the use of the system. Manual will be provided with unit.
- Training of maintenance personnel covering general knowledge of the system and preventative maintenance procedures. Maintenance sheet will be provided with unit.

## **9. Installation Timeline:**

### **9.1. Regal Boats**

**Day 1:** Final placement of components  
Connection of system components

### **9.2. CleanPlanet Chemical**

**Day 2:** Phone Calibration and testing of system  
**Day 3:** Phone Training on the use of the system

*Note: The above timeline is intended as a guide only. The timeline may change according to the work conditions, availability of utilities, or at the discretion of the Field Service Installer.*

## **10. Terms and Conditions**

### **10.1. Terms**

50% down payment with purchase order / 40% at time of shipment / 10% at time of delivery

### **10.2. Freight**

*All products are shipped FOB Ottawa, Canada.*

*Freight claims for product damage or loss occurring in transit are the responsibility of the carrier and customer.*

*Both parties should sign the required paperwork, noting any damage or shortage at the time of delivery.*

### **10.3. Returns**

*All purchases are final.*

### **10.4. Pricing**

*Pricing, terms, and specifications are subject to change*

*Possession of this price list does not constitute an offer to sell.*

*All prices are in USD*

**10.5.** *CleanPlanet Chemical warrants all equipment listed in this manual which is manufactured by CleanPlanet Chemical and bearing its name, to be free from defects in material and workmanship on the date of sale by an authorized CleanPlanet Chemical distributor to the original purchaser for use. Notwithstanding any special, extended or limited warranty published by CleanPlanet Chemical will, for a period of TWELVE (12) months on the complete system, and TWELVE (12) months on the air diaphragm pump from the date of sale, repair or replace any part of the equipment determined by CleanPlanet Chemical to be defective. This warranty applies only when the equipment is installed, operated and maintained in accordance with CleanPlanet Chemical's written recommendations.*

**10.6.** *This warranty does not cover, and CleanPlanet Chemical shall not be liable for general wear and tear, or any malfunction, damage or wear caused by faulty installation, misapplication, abrasion, corrosion, inadequate or improper maintenance, negligence, accident, tampering, or substitution of non- CleanPlanet Chemical component parts. Nor shall CleanPlanet Chemical be liable for malfunction, damage or wear caused by the incompatibility with CleanPlanet Chemical equipment with structures, accessories, equipment or materials not supplied by CleanPlanet Chemical, or the improper design, manufacture, installation, operation or maintenance of structures, accessories, equipment or materials not supplied by CleanPlanet Chemical.*

**10.7.** *This warranty is conditioned upon the prepaid return of the equipment claimed to be defective to an authorized CleanPlanet Chemical distributor for verification of the claimed defect. If the claimed defect is verified, CleanPlanet Chemical will repair or replace free of charge any defective parts. The equipment will be returned to the original purchaser, transportation prepaid. If the inspection of the equipment does not disclose any defect in material or workmanship, repairs will be made at a reasonable charge, which charges may include the costs of parts, labor, and transportation.*

**10.8.** *THIS WARRANTY IS EXCLUSIVE, AND IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.*

**10.9.** *CleanPlanet Chemical's sole obligation and the buyer's sole remedy for any breach of warranty shall be as set forth above. The buyer agrees that no other remedy (including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss) shall be available. Any action for breach of warranty must be brought forward within one (1) year of the date of sale.*

**10.10.** *CleanPlanet Chemical MAKES NO WARRANTY AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH ACCESSORIES, EQUIPMENT, MATERIALS OR COMPONENTS SOLD BUT NOT MANUFACTURED BY CleanPlanet Chemical. These items sold, but not manufactured by CleanPlanet Chemical (such as electric motors, switches, hose, etc.), are subject to the warranty, if any, of their manufacturer. CleanPlanet Chemical will provide the purchaser with reasonable assistance in making any claim for breach of these warranties.*

### **1.1. Limitation of Liabilities and Disclaimer**

**NEITHER PARTY SHALL UNDER ANY CIRCUMSTANCE BE LIABLE DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE OR**



*BUSINESS) RESULTING FROM OR IN ANY WAY RELATED TO THE EQUIPMENT, ANY OF THE CUSTOMER'S PURCHASE ORDERS, THESE TERMS AND CONDITIONS OR THE TERMINATION OR NON-RENEWAL THEREOF.*

*CLEANPLANET CHEMICAL'S LIABILITY ON ANY CLAIM OF ANY KIND (INCLUDING NEGLIGENCE) FOR ANY LOSS OR DAMAGE ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR BREACH THEREOF, OR FROM THE SPECIFIC EQUIPMENT WHICH GIVES RISE TO THE CLAIM. ALL SUCH LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF THE WARRANTY PERIOD AS STATED.*

*This limitation applies whether such damages are sought based on breach of contract, negligence, strict liability in tort, or any other legal theory.*

*Any breach of warranty or any other obligation under these terms and conditions must be commenced within one (1) year of the date of the purported breach. Each limitation on liability or limited or other limitation or remedy and if any such limitation or remedy fails of its essential purpose or is otherwise held to be unenforceable, that shall not affect the validity of any other such limitation or remedy.*

*Terms and conditions contained in any Customer purchase order or other similar document that in any manner purport to alter, modify, change, or suspend these terms shall be deemed excluded from such purchase order and waived by Customer.*

The above proposal covers a Model A-48V Solvent Recovery System as we interpret your requirements with options to allow you to choose those ancillary items where you find value. This quote is valid for 30 days from date of issue.

If you have any questions, please feel free to call.

CleanPlanet Chemical greatly appreciate the opportunity to provide the above proposal. We look forward to working with you on this project.

Best regards,



**Cale Noonan**

Inside Sales

CleanPlanet Chemical North America