



January 23, 2026

Indian Valley CSD
Crescent Mills, California
95934
United States
Attn: Mr. Charles Slagter

Dear Mr. Slagter:

The following information summarizes the enclosed proposal:

Estimate Job Bidwell Lake Dam 273-0
Estimate Number 2026-1097
Estimate Date 01-23-2026
Estimate Amount USD \$7,056.00

The proposal includes our terms & conditions for your review. By placing an order with Geo-Instruments, you are accepting these terms & conditions.

We will contact you shortly to formalize this order. In the meantime, please let us know if you have any questions or require any changes.

Sincerely,

Geo-Instruments, Inc.

Paul Thurlow
Vice President

Accepted by: _____ Indian Valley CSD

Printed Name

Signature

Date: _____

Reference Information (if applicable):

Project Name: _____

Project #: _____ PO #: _____



Date 01-23-2026
Estimate # 2026-1097
PO #
Terms
Rep PT
FOB FOB Factory
Days Valid 30

Proposal For:

Indian Valley CSD
Crescent Mills, California
95934
United States
Phone: (209) 658-1939
Fax:
Email:
Project: Indian Valley CSD:Bidwell Lake Dam 273-0

#	Item	Description	U/M	Qty	Unit Price	Extended Total
1	EWS250	EWS EMT Logger with 4 inputs, 1 relay, cellular modem, internal antenna, rechargeable battery, clip-on solar panel, unistrut mounting.	EA	1	\$2,500.00	\$2,500.00
2	EWS600	Wired radar sensor for continuous level measurement	EA	1	\$1,800.00	\$1,800.00
3	SVD110	Website Setup: One-time fee for creation and configuration of a project website. Includes configuration of measurement inputs, processing instructions, requested alarm thresholds, planviews, graphs, reports, and data archive. Some visual customization is available. Customer must supply a project name and a list of authorized users. Users will be emailed login information and passwords when website is ready.	LS	1	\$1,500.00	\$1,500.00
4	WEB300M	Monthly rate for cell service and GeoCloud website. Includes cellular service for data transfers from field device to GeoCloud project website. Project website receives data, checks for alarm conditions, issues alerts, and updates planviews, graphs, reports. Project website works with standard browsers on desktops, tablets, and smartphones. Requires one-time fee for website setup.1 unit x 12 months Paid 1 Year in advance	MO	12	\$50.00	\$600.00
5	SVF121	Regional field service rate for training, commissioning, or installation, inclusive of expenses. Per technician per day. Rate only	DAY	0	\$1,500.00	\$0.00
6	SHP900	Shipping Costs: TBD. Shipping costs are billable but are not included in the estimated cost for this proposal. The shipping method will be determined based on the lead time and project schedule and the costs will be invoiced once they are known.	LS	1	\$0.00	\$0.00

Geo-Instruments shall charge a customer sales tax on products sold, rentals, labor charges, services provided and other revenue billings based upon prevailing regulatory requirements. Customers should provide a valid sales tax exempt certificate or reseller permit where applicable.

Subtotal: \$6,400.00
Tax: \$656.00
Total: \$7,056.00

Cost of shipping, if not included in this quote, will be invoiced at time of sale based on delivery location, urgency, and method of shipment.

Geo-Instruments Terms & Conditions

All orders placed by Customer are subject to acceptance by Geo-Instruments ("GEO").

Orders: Orders should include purchase order number (if required by Customer), Customer name, complete shipping and billing addresses, and the name, title and telephone number of the person placing the order. Orders should state part numbers, descriptions and any applicable options.

Prices: Published prices are in U.S. Dollars and are subject to change without notice. All invoicing will be at the price prevailing upon receipt of the order, unless covered by a valid quotation. Current prices will be furnished on request.

Quotations: All proposed prices and delivery times are valid for 30 days from the date of quotation, unless otherwise noted. Thereafter, they are subject to change by GEO without notice. Unit prices are based on the quantity quoted and are subject to change if the quantity ordered differs from the quantity quoted. Quotations are FOB shipping point. On request, quotations can be made on another basis, such as FOB domestic destination or CIF overseas destination. Estimates of shipping and insurance charges will be supplied on request, but charges will be invoiced based on actual cost at date of shipment.

Taxes and Surcharges: No Federal, state, or local excise, sales, use, or occupational taxes or surcharge fees are included in GEO's published prices or quotations, except when specifically noted. All prices quoted are subject to increase or decrease when such taxes or fees are increased, decreased, or applied. Sales taxes will be added to the invoice (including on rental charges) where applicable unless Customer provides a valid sales tax exemption certificate or resale certificate.

Terms: Domestic - On establishing an account with GEO and approval of credit, terms of sale are net 30 days from invoice date. Payment may also be made by MasterCard, Visa or American Express. All past due balances are subject to a finance charge of 1.5% per month. Export - Export shipments will be made only after receipt of a Confirmed Irrevocable Letter of Credit allowing shipment from any U.S. port, advance payment, or by special terms arranged with GEO. Customer shall pay all fees and costs charged by Customer's or GEO's banks or finance companies related to procuring or drawing against Letters of Credit or other Customer related services unless GEO agrees otherwise in writing. Amounts for all export shipments are payable in U.S. Dollars.

Additional Terms for Export Sales: Letter of Credit Fee – An additional fee will be added for use of a Letter of Credit. Legalization Fee – An additional fee will be added if Customer's country requires Legalization. Mandated Pre-Shipment Inspection (PSI) - If PSI is required by Customer's government, all charges for inspection must be borne by Customer. PSI charges are not included in quotations and will be added if incurred. Inspection requirements may create shipment delays beyond GEO's control. Customer is the Importer of Record.

Bank: Wire transfer information provided on request.

Shipments and Delivery: Unless otherwise agreed in writing, shipments are made as soon as possible after receipt of Customer's order. GEO will ship by the method of transportation deemed by it to be the most satisfactory unless a transportation method is specified by Customer. GEO reserves the right to make partial shipments where circumstances beyond its control may delay a portion of the order. Customer will pay all loading, freight, shipping, insurance, forwarding and handling charges, taxes, storage, export or import tariffs, and all other shipping and transportation charges and duties relating to the shipment and delivery of any of the ordered items. Customer will also pay bank charges and other charges unrelated to the price of the ordered items including, without limitation, third party inspection charges whether inspected at point of origin or point of delivery. Cost of Shipping is not included in this quotation (unless noted on the quote) and will be invoiced at time of sale based on delivery location, urgency, and method of shipment (UPS, FedEx, etc.).

Damage in Transit: When shipments leave our facility, they are in good condition or the carrier would not have accepted them. Damage in shipping is rare, but Customer should always: (i) check for evidence of damage or loss before signing for any shipment, (ii) not accept any shipment that has apparent damage until the carrier notes and acknowledges such damage in writing, (iii) keep original packing materials until items have been fully examined in operation, and (iv) notify GEO immediately of all damage claims in order that GEO can arrange an inspection and file a claim with the carrier. All claims for damaged shipments must be reported to GEO within 10 days and damaged items must not be used without authorization by GEO. If Customer designates or arranges shipment with a specific carrier, Customer is responsible for filing a damage claim with that carrier.

Title and Risk of Loss or Damage: Title, risk of loss and/or damage will pass to Customer upon delivery of the ordered item to the carrier or to such other destination as has been previously agreed to.

Errors and Shortages: GEO shall use every precaution to ensure that no items are omitted from a shipment and that all items are properly packed for transportation. Customer is responsible to open and examine each shipment upon receipt and to notify GEO immediately upon discovery of errors or shortages in the shipment. GEO assumes no responsibility for errors or shortages reported to it later than 10 days after Customer's receipt of shipment.

Return of Goods: Items produced to special specifications are not returnable. Other items are returnable at the sole discretion of GEO. Customer shall not ship items back to GEO for any reason without GEO's prior written consent and returned items must include a Returned Goods Authorization number issued by GEO. Notwithstanding such consent, GEO reserves the right to inspect the items at its factory and to refuse at its discretion to accept the return of any item. Customer agrees to pay a 35% restocking charge on all returned items. Any use and/or damage by Customer, or damage due to Customer's improper repackaging, may result in further charges as necessary to place item(s) in a condition that will allow the returned item(s) to be resold, or rejection of the returned item(s) by GEO. Freight on returned items shall be prepaid by Customer.



Special Products: Quotations for custom designs or adaptations will be prepared on request. If an order for a special product is placed and subsequently cancelled prior to shipment, Customer will be invoiced for costs incurred prior to the time of cancellation.

Customer's Remedies: Both parties agree that Customer's exclusive remedy for defective and nonconforming items shall be replacement of the item by GEO or, at GEO's option, repair of the item after acceptance or return as required by these terms and conditions.

Limited Warranty: GEO applies its warranties on a product basis. A complete warranty statement on each product is available upon request. The obligation of GEO is hereafter limited to the replacement, or at its option, repair of products returned to it, should GEO's examination disclose, to its satisfaction, that the products were not free from defects. Products repaired or serviced by GEO are warranted against defects in workmanship and materials for a period of 90 days, or the remainder of the original warranty period, whichever is greater. Any products or accessories that are not manufactured by GEO and are supplied by other manufacturers are subject to their respective manufacturer warranties. In no event shall GEO be liable for consequential or special damages, or for installation, adjustment, lost profits or other costs which may arise in connection with such products. The applicable product warranty extends only to the original Customer of GEO or GEO's authorized distributor, as the case may be, and is expressly in lieu of all other warranties, express or implied, whether of merchantability or fitness for any particular purpose or use, and of all other obligations and liabilities of any kind and character. Except for the warranty applicable to the specific product(s) purchased, GEO makes no warranty of merchantability of the products or of the fitness of the products for any purpose. There are no warranties which extend beyond the description on the face hereof. GEO accepts no responsibility for damage or abuse to products due to improper installation, operation or attempts by Customer to repair or modify the product.

Patents: Customer will indemnify and hold GEO harmless against any expense or loss or other damage resulting from infringement of patents or trademarks arising from GEO's compliance with any designs, specifications, or instructions of Customer. In addition, all license fees and royalties are the exclusive responsibility and liability of Customer.

Confidentiality: All specifications, drawings, price and technical data provided by GEO are to be treated as confidential and shall not be used for any purpose other than the evaluation of GEO's proposal or operation of the product(s), nor shall such information be disclosed to any third party for any purposes without the express written consent of GEO. Such information shall remain GEO's property and be returned to GEO upon demand.

Liability: No liability can be accepted by GEO, nor shall GEO accept as in any way responsibility for defects of any kind whatsoever arising from a cause which is outside GEO's immediate control or knowledge.

Mutual Indemnity: Subject to the terms of the Liability Clause above, GEO shall insure, indemnify and hold harmless Customer, its officers, directors, and employees from and against all claims, damages, losses, and expenses, including reasonable attorney's fees to the extent caused by GEO's negligent acts in connection with the performance of this proposal, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to the injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and only to the extent such claim is covered under the General Liability Policy of GEO. The Customer shall indemnify and hold harmless GEO, its officers, directors, and employees from against all claims, damages, losses, and expenses, including reasonable attorneys' fees, to the extent caused by Customer's negligent acts in connection with the performance of this proposal, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to inquiry to or destruction of tangible property (other than the work itself). Neither the Customer nor GEO shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

Insurance: GEO will provide general liability and workman's compensation insurance coverage, to the extent applicable to the services and items being provided by GEO.

Laws, Codes, and Standards: Except as expressly stated herein, the price and schedule included herein are based on United States laws, codes, and standards in effect as of the date of this order. Should such laws, codes, and standards change and increase or decrease the cost of performing the work or impact the schedule, GEO will advise Customer of such change. Customer and GEO will mutually agree to any modification of the order resulting from such change.

Installation/Service: Installation of items furnished hereunder will be by the Customer, unless otherwise agreed to in writing. Field service will be provided on a per diem basis upon written authorization by Customer and will be at the rates in effect at the time such services are provided, unless otherwise agreed in writing. Field service at the job site to diagnose equipment problems will be provided on a per diem basis at the then-current rates.

Permits and Easements: Should GEO perform installation of the items furnished hereunder, all site permits, and easements required for GEO to legally perform said installation shall be provided to GEO by Customer free of all costs to GEO.

Rental: Customer is responsible for protection of all rental items from physical damage, theft, or vandalism. Customer will add all rental items to Customer's applicable insurance policies. GEO shall charge replacement/repair costs for damages to rented items while in the care of Customer. All rented items not returned when originally due will be charged rental charges at the initial rental rate until returned to GEO. As to any rented item that proves to be defective in either workmanship or materials during its rental. GEO's sole obligation shall be the prompt repair or replacement of the item. In no event shall GEO be liable for liquidated, consequential, punitive or special damages, or for installation, adjustment, lost profits or other costs which may arise in connection with such item.

Calibration of Rental Equipment: Occasionally, items on rental may require calibration during the rental period. GEO will make its best effort to send items with calibration dates beyond the anticipated rental period. When calibration needs to occur during the rental period, GEO requests a



two week notice prior to the date of needed calibration. GEO will then initiate a request for a replacement unit. The replacement unit will be sent to the user to swap for the unit needing calibration. The Customer is responsible for all shipping charges, installation costs, access requirements, and risks associated with this process.

COVID-19: If GEO's work is delayed, disrupted, suspended, or otherwise impacted as a direct or indirect result of COVID-19 (coronavirus), including, but not limited to, by (1) disruptions to material and/or equipment supply; (2) illness of client's workforce and/or unavailability of labor; (3) government quarantines, closures, or other mandates, restrictions, and/or directives; (4) owner or Customer restrictions and/or directives; and/or (5) fulfillment of Customer's contractual or legal health and safety obligations associated with COVID-19; then, GEO shall be entitled to an equitable adjustment to the schedule and duration to account for such delays, disruptions, suspensions, and impacts. To the extent the causes identified herein result in an increase in the price of labor, materials, or equipment used in the performance of this proposal, GEO shall be entitled to an equitable price adjustment for such increases, provided GEO presents documentation of such increases (including the original prices) and evidence of GEO's reasonable efforts to find alternative sources of material or equipment supply and/or labor at the original/un-impacted prices.

Excusable Delay: GEO shall not be liable for loss, damages, detention, or delays resulting from causes beyond its reasonable control or caused by but not limited to strikes, restrictions of the United States Government or other governments having jurisdiction, delays in transportation, inability to obtain necessary labor, materials; or manufacturing facilities, or any other cause reasonably beyond its control, whether similar or dissimilar to those listed. Further, GEO cannot accept any liability for default or delay in the completion of the installation when caused by strike, riot, war, or Act of God or other similar circumstances beyond GEO's control.

Delay Damages: Client agrees to hold harmless GEO from liability or responsibility for any delay damages, or time-related penalties arising from the work, including, but not limited to, liquidated damages, direct damages, indirect damages, consequential damages, acceleration, overtime, extended overhead, and other delay related damages.

Cancellation: Cancellation of any order must be by written notice to GEO and will be subject to cancellation charges, which will include all expenses incurred by GEO and a reasonable profit on the sale.

Period of Acceptance: This proposal shall remain open for thirty (30) days from the date of the proposal and shall constitute the written agreement between GEO and Customer upon the placement of any order by Customer.

Trading in Canada: GEO-Instruments is a registered business name of Keller Foundation Ltd.