



Theftord Mines (Quebec) Canada
October 23, 2023



Attention: Mr. Steve Cote
Water & Wastewater Superintendent
Telephone: 802) 434-2178
Email: scote@richmondvt.gov

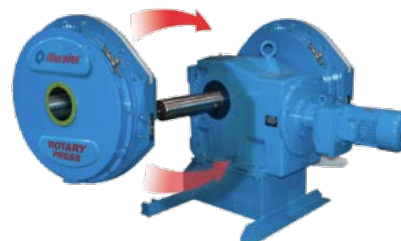
Subject: Dewatering Equipment – Firm Price

Dear Mr. Cote,

Following the request from our local representative, Russell Resources, along with our site visit conducted at the end of September, we are pleased to submit our firm proposal for the supply of the following equipment and service. Please kindly note that we will also be proposing to replace the control panel in a separate quotation.

Equipment:

- Two (2) Dewatering Channel, 36” Dia., New generation with fiber glass cover and full stainless-steel housing.
- One (1) flocculator
- Two (2) Two-way air-actuated valves for automatic sludge recirculation and dewatering
- Two (2) Wash wastewater valve pneumatically actuated.
- One (1) Air regulator
- Two (2) lots of manifold piping.
- Two (2) 3Ø feed valve.
- Two (2) Filtrate collector and cake chute, equipped with flush sensor.
- Two (2) lots of hardware, bolts, supports needed for the installation of the channel.



Price for this option: US\$ 108,920.00

Service:

- On-site electrical and mechanical team, for equipment installation assistance and coordination, for a minimum of 40 man-hours, five (5) days at site, including one (1) trip to the job site. **Price: US\$ 9, 870.00**

*If additional assistance or maintenance (electrical & mechanical) needs to be added, at the client's demand a US\$ 150.00 / hour will be charged, excluding equipment or pieces not listed above.

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Firm Proposal (Cont'd)**

GENERAL NOTES:

1. Our price does not include unloading and installation of the equipment on site.
2. Price is valid for a period of (60) days and for an equipment delivery on site no later than December 2024.
3. Price is Ex-works, Thetford mines, Qc, Canada.
4. Standard Terms of Payment:
 - 15% of the total contract price: net 30 days after P.O. acceptance;
 - 25% of the total contract price: net 30 days after shop drawing submittal;
 - 55% of the total contract price: net 30 days upon delivery;
 - 5% of the total contract price: net 30 days upon successful start-up
 - No retainage on the above
5. Equipment delivery:
 - Shop drawings: (3) to (4) weeks after Purchase Order acceptance.
 - Equipment: (6) to (8) weeks after drawings approval.
6. Technical specifications
Any additional design requirements, technical specifications, end user standards and/or requested changes other than listed in the present proposal and acknowledged by Fournier Industries Inc. shall be technically examined and is subject to price revision.
7. Proposal version
A more recent version of this proposal renders this present proposal invalid.
8. Cake discharge chutes will be supplied as per the Fournier Industries standard. The horizontal conveyor has to be designed to fit the standard chutes. Attachment detail will be supplied with the shop drawings submittals.
9. Storage cost
10 weeks prior to the equipment delivery on site, the Buyer shall send a written request to Fournier Industries, who will endeavour to deliver the equipment as per the requested date. However, if the Buyer does not accept, for any reason, the equipment delivery as per the requested date, the Buyer will be charged a weekly storage cost for an amount equal to 0.25% of the value of the stored product. Fournier Industries shall provide the Buyer with 14 days written notice before the storing commencement.
10. Taxes
Note that all prices mentioned above do not include any state sales and use taxes that may be imposed on the goods and/or services provided under the present agreement.
The Buyer shall be solely responsible for any payment of state sales and use taxes which are imposed on the goods and/or services provided under this agreement to Fournier Industries Inc. or

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to the competent authorities, as the case may be, if the Buyer fails to provide a valid "exemption/resale" certificate to Fournier Industries Inc.

Moreover, the Buyer shall inform Fournier Industries Inc. or any representative thereof if the Buyer believes that any "sales and use" taxes might apply to the supply of equipment and services provided for under this agreement. If the Buyer does not inform the corporation and responsibility occurs, then the parties agree that the Buyer will be entirely responsible for the payment of those "sales and use" taxes to Fournier Industries Inc. or to the competent authorities, as the case may be.

11. Interest and non-payment

The Buyer will make their payments to "Fournier Industries Inc." for the items specified herein in accordance with the terms of this agreement. In the event that the Buyer fails to make the payments as required, the unpaid balance shall bear interest at the rate of one-and-one-half percent (1.5%) per month until fully paid.

12. P.O. acceptance

The Purchase Order will not be accepted unless an account opening form has been properly completed and credit has been approved by the Fournier Industries financing department.

The Purchase Order will not be accepted prior to receiving, from the contractor, a copy of the Contractor labour and payment bonds, established between the contractor and the owner.

The Purchase Order will not be accepted unless the firm equipment delivery date is specified on the Purchase Order.

13. Limitation of liability

Fournier Industries Inc. shall not, in any event, be liable for:

- a. damages claimed by third parties; nor,
- b. indirect, special incidental, punitive or exemplary damages, or for any economic consequential damages, including loss of profits or revenue, or the inability to realize expected savings or interruption of operations; nor,
- c. damages related to losses (i) for the use of property, (ii) of financing opportunities, (iii) related to business opportunities, (iv) for damage to reputation, and/or (v) resulting from a decrease of productivity; nor,
- d. damages resulting from a modification to a product provided by Fournier Industries Inc. or resulting from improper use or lack of maintenance; nor,
- e. damages for an amount exceeding the lesser of (i) the amount paid to Fournier Industries Inc. for the supply of goods and/or services rendered pursuant to the agreement (the "Agreement") resulting from this bid; and (ii) 10% of the total contract price;

This limitation of liability clause applies regardless of the grounds of claims, including amongst others, breach of contract, tort or civil tort.

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14. Applicable Laws

This agreement is governed by the laws of the Province of Quebec, to the exclusion of any other law or regulation, also excluding the application of any conflict of law rules and of any provisions of the "United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) (CISG)". In addition, the parties voluntarily and intentionally agree to waive any right to a jury trial for a dispute arising from this Agreement or its implementations, its negotiation, verbal or written statements or from any action or behavior of a party.

15. Terms and Conditions of the order

Any current or future term or condition which would be contradictory or different from the ones provided for in this Agreement will be deemed unwritten and without legal effect, which also includes any term or condition being in your Purchase Order.

16. Warranty

Fournier Industries Inc. offers a warranty that every product:

- conforms to its specifications; and
- is free from defects in material and workmanship.

The warranty period is fixed and precise, as it is for the shortest of the following described periods: (i) 12 months from the installation date or (ii) 18 months from the delivery date. This warranty only applies if the product is used as prescribed. This warranty will be of no legal effect nor will it be binding if the products and services are subject to improper use or are damaged as a result of an accident, modified, operated in a context that is other than the prescribed context of use, improperly maintained or is damaged by a product for which Fournier Industries Inc. assumes no liability. This warranty replaces and excludes all other warranties and conditions, explicit and implicit, legal and contractual, including implied warranties or conditions.

Should you need any specific arrangement or more detailed drawings, we will be pleased to provide them upon request. Please feel free to come back to us for any additional information you may require.

Best regards,

FOURNIER INDUSTRIES INC.



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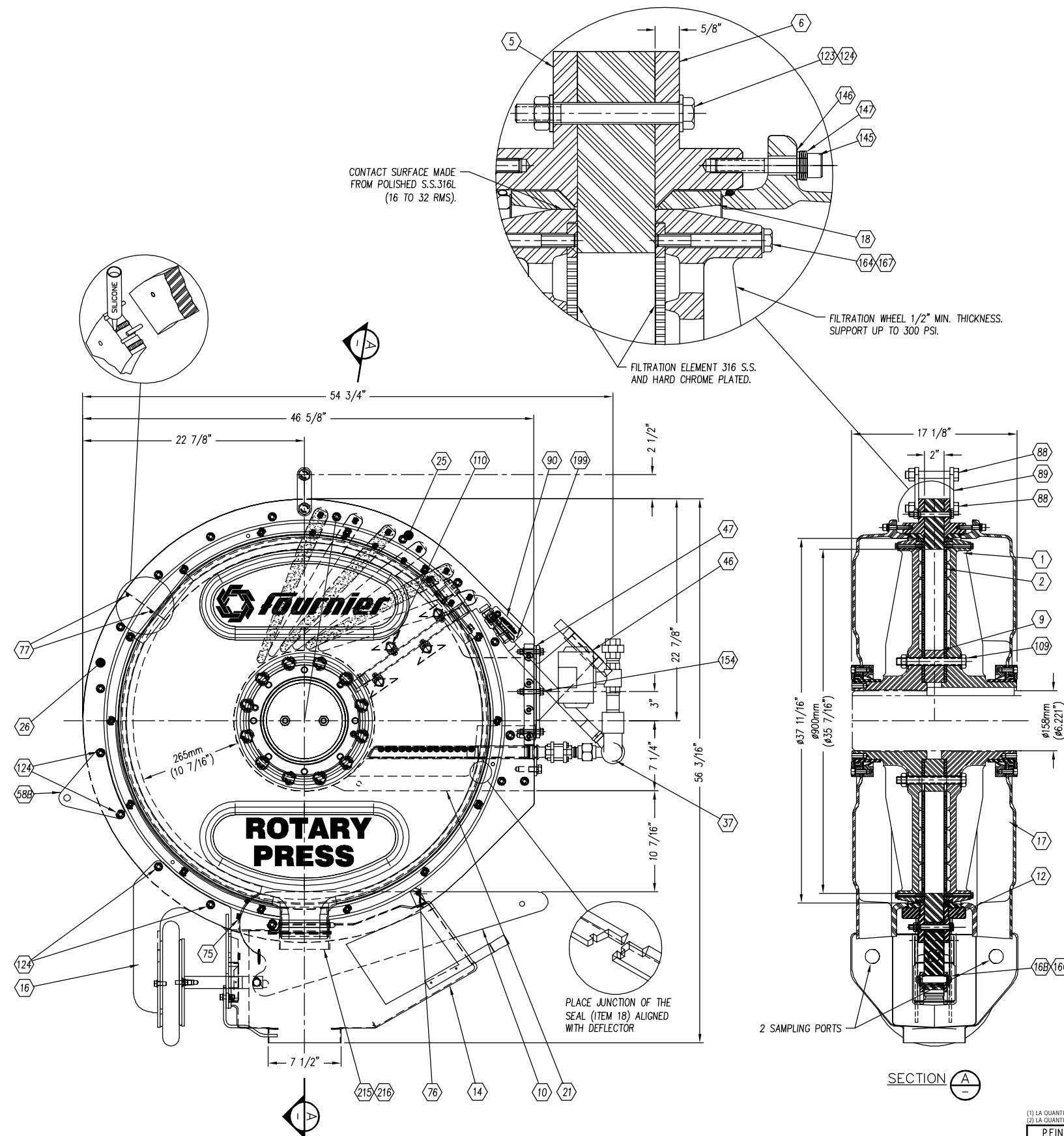
Zaineb Haouas
Technician, Estimator
Dewatering Equipment

Encl.: Channel Drawing

C.c.: Paul Russell, Russell Resources Inc.
Scott McKay, Fournier Industries Inc.
Francis Caouette, Fournier Industries Inc.,
Mathieu Ouellette, Fournier Industries Inc.

WEIGHT OF PRINCIPAL COMPONENTS OF A ROTARY PRESS

ITEM	DESIGNATION	LBS
1	FILTRATION WHEEL	346
5-6	HOUSING (LEFT OR RIGHT)	158
9	INNER SPACER	63
17	GLAND COVER ASSEMBLY	36
	CHANNEL ASSEMBLY	1395



ARTICLE ITEM	REPÈRE REF.	NOMBRE QTY(1)	DÉSIGNATION / DESIGNATION	MATÉRIEL MATERIAL	POIDS(kg) WEIGHT UNIT.(1)	REMARQUES / NOTES
IFI-01823	1	2	FILTRATION WHEEL (CAST IRON)	ASTM A48		
IFI-01778	2	2	FILTRATION ELEMENT	S.S. 316L		
IFI-01819	5	1	LEFT HOUSING	STEEL 44W		
IFI-01826	6	1	RIGHT HOUSING	STEEL 44W		
IFI-01827	9	1	INNER SPACER (2" CHANNEL)	S.S. 316L		
IFI-01828	10	1	VERTICAL RESTRICTOR	UHMW-PE		
IFI-01830	12	1	SLEEVE	S.S. 316L		
IFI-02181	14	1	FILTRATE COLLECTOR	LLDPE		
16	1	1	ACTUATOR SUPPORT ASSEMBLY	S.S. 316L		38165
17	2	2	GLAND COVER ASSEMBLY	FIBERGLASS		29490
IFI-01832	18	2	SEAL	UHMW-PE		
21	1	1	DEFLECTOR ASSEMBLY (2" CHANNEL)	NYLON S.S. 316L		41410
IFI-01834	25	1	INLET OUTER SPACER ASS. (2" CHANNEL)	UHMW-PE		23979
IFI-01821	26	1	OUTLET OUTER SPACER (2" CHANNEL)	UHMW-PE		
IFI-02054	37	1	WASHING WATER SYSTEM CONNECTION ASSEMBLY	S.S. 316L		30616
IFI-01836	46	1	INLET (2" CHANNEL)	S.S. 316L		
IFI-01837	47	1	INLET SEAL (2" CHANNEL)	NEOPRENE		
IFI-01859	58B	2	ANTI-ROTATION PLATE	S.S. 316L		
75	2	2	KEVLAR PACKING (13mm) x 2" LG.	KEVLAR		
IFI-02018	76	2	ROD ø3/8" WITH THREAD	S.S. 316L		
77	1	1	SEAL ø3/8" (NITRILE B46) x 4" LG.	BUNA N		
88			HEX BOLT M20 x 2.5 x 120mm LG. DIN 931	PLATED		MAINTENANCE EQUIP'T SEE AO-31625 C/W 1 HEX. NYLON NUT DW934
IFI-01856	89		LIFTING DEVICE (2" CHANNEL)	S.S. 316L		MAINTENANCE EQUIPMENT SEE AO-C-31625 (EXPLODED VIEW)
IFI-01915	90	1	IDENTIFICATION PL, CONCENTRIC CHANNEL TYPE	ALUMINUM		
IFI-01924	109	12	HEX BOLT M20 x 2.5 x 170mm LG. DIN 931	S.S. 316		C/W 1 HEX. NUT DIN 934 2 FLAT WASHERS DIN 125-1A
IFI-02163-DG	110	2	WHEEL WASH WATER SYSTEM ASSEMBLY	S.S. 316		D-37907
123	13	13	HEX BOLT M12x1.75x110mm, CLASS 8.8 DIN 931	PLATED		C/W 1 HEX. NUT DIN 934 2 FLAT WASHERS DIN 125-1A
124	4	4	HEX BOLT M12x1.75x120mm, CLASS 8.8 DIN 931	PLATED		C/W 1 HEX. NUT DIN 934 2 FLAT WASHERS DIN 125-1A
145	28	28	HEX-SOCKET HEAD CAP SCREW M10x1.5x 60mm	S.S. 316		
146	28	28	FLAT WASHER DIN125A	S.S. 316		
147	112	112	3/8" BELLEVILLE WASHER	S.S. 17-7		BELLEVILLE K0750-C-062
154	6	6	HEX BOLT M10x1.5 x 60mm, CLASS 8.8 DIN 931	PLATED		C/W 1 HEX. NUT DIN 934 1 FLAT WASHER DIN 125-1A
164	60	60	HEX-CAP SCREW M8x1x70mm MET-FINE THREAD	S.S. 316		LG=70mm MAX-69mm MIN
167	60	60	FLAT WASHER M8 NOM. DIN 433	S.S. 316		SPAE-NAUR #659-036
191	6	6	HEX BOLT M10 x 1.5 x 20mm LG.	NYLON		SPAE-NAUR #353-071
199	2	2	DRIVE SCREW #4 x 1/4" LG.	S.S. 18-8		SPAE-NAUR #376-809
212	2	2	EYE BOLT M12 x 1.75 SHOULDER TYPE	STEEL		MAINTENANCE EQUIPMENT SEE AO-C-31625 (EXPLODED VIEW)
215	2	2	I.D. 5 1/2" SOFT HOSE x 3/32" THICK. x 3" LG	EPDM		
216	2	2	GEAR CLAMP	S.S.		HAS-104

Drawn / Dessiné No. 31346
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 No. Project / Project No. 20XX-XXXX
 No. Production / Job No. XX-XXXX
 LÉGENDE/LEGEND
 1 @ 259 = ASSEMBLAGES FABRIQUÉS / FABRICATED ASSEMBLY
 300 @ 499 = COMPOSANTES MÉCANIQUES / MECHANICAL COMPONENTS
 500 @ 699 = BOULONNERIE / BOLTS
 NOTES GÉNÉRALES/GENERAL NOTES

NO.	REVISIONS	DATE	BY/PAR

THIRD ANGLE PROJECTION
 PROJECTION
 TROISIÈME ANGLE

Tolerances sauf indications contraires/Tolerances unless otherwise stated
 SYSTÈME IMPÉRIAL / IMPERIAL SYSTEM SYSTÈME MÉTRIQUE / METRIC SYSTEM
 FINISH 125 FRACTION 0-.36" ±.1410" 36" ±.1410" ENTIER / INTEGER 0-100mm ±.25mm 100mm ±.25mm
 FINITION SURFACE 2 PLACES XXX ±.010" 2 PLACES XXX ±.25mm 3 PLACES XXXX ±.005" 3 PLACES XXXX ±.125mm

Weld Inspection according to CSA W59 section 11 except otherwise noted
 VT: 100% UT: As per symbol PT: As per symbol
 Soudage: 100% LT (back test) Soudage: 100% LT (test d'arrière) Soudage: 100% LT, 100%VT

Inspection des soudures selon CSA W59 section 11 par défaut
 VT: 100% UT: Selon symbole PT: Selon symbole
 Soudage: 100% LT (test d'arrière) Soudage: 100% LT (test d'arrière) Soudage: 100% LT, 100%VT

Read in conjunction with the approved ITP
 Lire conjointement avec PRIE approuvée / Read in conjunction with the approved ITP

ETAPES	1	2	3	4	5	6	7	8	9

FOURNIER INDUSTRIES INC. LES INDUSTRIES FOURNIER INC.
 3787 BOUL. FRONTENAC, THETFORD-MINES, QUÉBEC, CANADA, G4H 2B5

ROTARY PRESS ø36" CHANNEL 2" X 10" C/W FIBERGLASS COVER CHANNEL ASSEMBLY

Dessiné / Drawn: E.GAMACHE
 Vérifié / Checked: R. ROY
 Approuvé / Approved: R. ROY
 No. IPI / IPI No.: IFI-02068
 Date: 15/02/2011
 Echelle / Scale: 1:6
 No. Equipement du Client / Customer Equipment No.:

Drawn / Dessiné No. 31346
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PEINTURE (m2) PAINT SURFACE (2)	CAOUTCHOUC (m2) RUBBER SURFACE (2)	PL.USURE (kg) WEIGHT OF LINERS (2)	POIDS (kg) WEIGHT (2)	REQUIS TOTAL TOTAL REQ'D
0	0	0	0	10